City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Meeting Agenda - Final

Tuesday, April 7, 2015

5:00 PM

Council Chambers

City Council

I. Call to Order

II. Call to Prayer and Pledge of Allegiance

III. Agenda Order

IV. Approval of Minutes

for the March 2, 3, 16, 17 and 23, 2015 City Council meetings.

V. PRESENTATION AGENDA

VI. POLICY AGENDA

VI.-1 2015-1773 Adopt an ordinance enlarging, extending and defining the corporate limits and boundaries of the City of Hattiesburg, Lamar County, Mississippi, to include certain lands situated in Lamar County, Mississippi.

Attachments: LETTER REQUESTING TO BE ANNEXED
WEST HILLS AND W 4TH ST PROPOSED ANNEXATION 3
OVERALL LEGAL WITH WESTHILLS AND 4TH PROP ANNEX ADDED
executed OVERALL LEGAL WITH WESTHILLS AND 4TH PROP ANNEX ADDI

VI.-2 2015-1785 Adopt a Resolution declaring the necessity and intention of the Mayor and City Council of the City of Hattiesburg, Mississippi, to issue a General Obligation Note, Series 2015, of the City of Hattiesburg, Mississippi in the principal amount of not to exceed Two Million Dollars ($2,000,000.00) to provide funds for design, demolition, repair, renovation, and construction of a Public Safety Complex, and directing publication of notice of sale.

Attachments: Intent Resolution Note Sale Architect Fees
executed Intent Resolution Note Sale Architect Fees RES#2015-63

VI.-3 2015-282 Adopt a Resolution authorizing Requisition No. 25 from the Project Fund Construction Account in connection with certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

Attachments: 2013 Bond Resolution No. 25
executed 2013 Bond Resolution No. 25 RES#2015-64

VI.-4 2015-1767 Designate Southern Prohibition Brewing's free outdoor/indoor concert Saturday, May 9, 2015, on Mobile Street in downtown Hattiesburg as a city-approved event for the purposes described in Ordinance Number 3148.

Attachments: Emails from E. Curry, 5-9-2015 concert

ORD 3148 - Possession and Consumption of Beer and Light Wine

VI.-5 2015-1784 Designate Historic Hattiesburg Downtown Association's Spring Art Walk Saturday, April 11, 2015, and other events listed on the attached 2015 HHDA schedule, as city-approved events for the purposes described in Ordinance Number 3148.

Attachments: Letter and Schedule - A. Saffle, HHDA

Memo, F. Misenhelter, PD Overtime Costs

ORD 3148 - Possession and Consumption of Beer and Light Wine

VI.-6 2015-1783 Authorize the Mayor and Fire Chief to execute joint contractual agreement between the Mississippi State Fire Academy (MSFA) and the Hattiesburg Fire Department to provide the Driver/Operator NFPA 1002: Pumper-Field Course, to be held at the Petal Fire Department April 6 - 20, 2015, for 6 students at a cost per student of $140.29, for a total cost $841.74 (nunc pro tunc).

Attachments: State Fire Academy MOU

executed State Fire Academy MOU

VI.-7 2015-1768 Approve Supplemental Agreement No. 1 for Comprehensive Sewer Improvements Phase I, decreasing construction contract by Two Hundred Ninety-Eight Thousand Eight Hundred Seventy-One and 43/100 Dollars ($298,871.43); Authorize Mayor to execute four (4) copies of said Supplemental Agreement No. 1; Approve Final Acceptance of Comprehensive Sewer Improvements Phase I; and Authorize Publication of the Notice of Final Settlement of contract of said project.

Attachments: comSwip Supplemental 1 and closeout

NOTICE OF FINAL SETTLEMENT ComSWIP Phase I

executed comSwip Supplemental 1 and closeout

VI.-8 2015-1786 Approve professional services agreement by and between the City of Hattiesburg and Eisenstein Malanchuk LLP for Environmental Insurance Cost Recovery services; Authorize Mayor to execute same (nunc pro tunc).

Attachments: Eisenstein Malanchuk LLP

executed Eisenstein Malanchuk LLP

VI.-9 2015-1777 Approve the CDBG/HOME Rehabilitation and Housing Repair Grants Program Manual, amended to reflect changes recommended by Training & Development Associates (TDA) and the Community Development Division and required by HUD.

Attachments: REHABILITATION AND REPAIR MANUAL AMENDED APRIL 2015

VI.-10 2015-1781 Ratify and confirm the Mayor's re-appointment of Judy Corts (Ward 1) to the Planning Commission for a 5-year term (5/12/2015 to 5/12/2020).

Attachments: Memo appoint agenda item Corts

Data sheet Corts 2015

VI.-11 **2015-1780** Ratify and confirm the Mayor's re-appointment of Annie Pope (Ward 2) to the Planning Commission for a 5-year term (5/12/2015 to 5/12/2020).

Attachments: Memo appoint agenda item Pope

Data sheet Pope 2015

VI.-12 2015-1782 Ratify and confirm the Mayor's appointment of Mark Miller (Ward 3) to the Planning Commission for the remaining portion of a 5-year term (4/7/2015 to 5/12/2018).

Attachments: Memo appoint agenda item Miller

Data sheet Miller 2015

VII. ROUTINE AGENDA

VII.-1 2015-1766 Authorize Mayor to enter into a maintenance agreement between the City of Hattiesburg and Innovative Service Solutions, LLC to provide maintenance on four (4) Automatic External Defribrillators for Public Works at an annual cost of $760.00.

Attachments: Innovative Service Solutions, LLC

executed Innovative Service Solutions, LLC

VII.-2 2015-1774 Authorize Mayor to renew maintenance agreement between the City of Hattiesburg and Owens Business Machines for Maintenance on copier located in HCT for the period beginning March 1, 2015 at a cost not to exceed $400.00

Attachments: 04-07-15-HCT Copier Maint-Owens

VII.-3 2015-1778 Acknowledge receipt of the unadvertised bid purchase docket for the period of February 24, 2015 through March 30, 2015 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972

Attachments: 04-07-UAB Docket

VII.-4 2015-1761 Acknowledge submission of Mississisippi Department of Transportation 2015 Urban Youth Corps grant in the amount of $51,100 ($35,000 state / $16,100 local) to fund employment for youth on transportation projects.

Attachments: MDOT UYC 2015 app

VII.-5 2015-1771 Acknowledge proofs of publication for the month of February 2015.

Attachments: Publications 2-2015

VII.-6 2015-1763 Acknowledge receipt of privilege license report for the month of February, 2015 from the Tax Department, as per recommendation.

Attachments: Memo

New Lic

Renewals

VII.-7 2015-1775 Approve Specifications and Authorize Publication of Advertisement for Public Services Term Bid Item #20 - Ready Mix Concrete

Attachments: 04-07-15-Advertise PS 20

executed 04-07-15-Advertise PS 20

VII.-8 2015-1787 Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #33 - Uniform Rental Service

Attachments: 04-07-Advertise PS 33

executed 04-07-Advertise PS 33

VII.-9 2015-1770 Approve plans and specifications for the Bobby L. Chain Municipal Airport Runway 13-31 Rehabilitation Restoration (AIP NO. 3-28-0031-0022-2015); Authorize advertisement for bids for same.

Attachments: HBG RWY Rehab Specs

Bid Advertisement Airport 2015

HBG RWY Rehab Plans 032415

VII.-10 2015-1764 Approve the City's purchase of six (6) grave spaces located at Lot 141 section18, Highland Cemetery, recorded at MB 18/380, in the amount of $480.00 to A.L. Kirkpatrick; authorize manual check for the same.

Attachments: Memo and Deed-Kirkpatrick

VII.-11 2015-1769 Approve the sale of grave spaces, per attached memo.

Attachments: receipt 4-7-15

executed 4-7-15 deeds

VII.-12 2015-1776 Approve and authorize issuance of manual chaeck for CDBG Program claims per attached memorandum. {Entitlement}

Attachments: CDBG Payments April 6, 2015

VII.-13 2015-1772 Approve claims docket for the period ending March 31, 2015.

Attachments: DOCKET 15.03-31

City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2015-1773

File ID:	2015-1773	**Type:**	Ordinance	**Status:**	Passed
Version:	2	**Reference:**		**In Control:**	City Council
				File Created:	03/27/2015
Brief Title:	Annexation of certain property in Lamar County			**Final Action:**	04/07/2015
				Minute Book Number:	MB2015-98-99

Title:

Adopt an ordinance enlarging, extending and defining the corporate limits and boundaries of the City of Hattiesburg, Lamar County, Mississippi, to include certain lands situated in Lamar County, Mississippi.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	LETTER REQUESTING TO BE ANNEXED, WEST HILLS AND W 4TH ST PROPOSED ANNEXATION 3, OVERALL LEGAL WITH WESTHILLS AND 4TH PROP ANNEX ADDED, executed OVERALL LEGAL WITH WESTHILLS AND 4TH PROP ANNEX ADDED ORD#3155	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	04/07/2015	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Adopt an ordinance (#3155) enlarging, extending and defining the corporate limits and boundaries of the City of Hattiesburg, Lamar County, Mississippi, to include certain lands situated in Lamar County, Mississippi.

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

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Yea:	5	Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor
ΓEL-No Vote:	0	

Text of Legislative File 2015-1773

Title

Adopt an ordinance enlarging, extending and defining the corporate limits and boundaries of the City of Hattiesburg, Lamar County, Mississippi, to include certain lands situated in Lamar County, Mississippi.

Summary

Annexation of Southern Oil Company's new convenience store located at the northwest corner of West 4th Street and Westhills Drive.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Director
Planning Department
City of Hattiesburg
Post Office Box 1898
Hattiesburg, MS 39403-1898

Dear Ma'am:

Southern Oil Company has done business in the City of Hattiesburg for over 28 years. We presently operate three convenience stores inside the city limits under the name of Fast Mart. We value our relationship with the City of Hattiesburg highly and have found that doing business inside the city limits is very advantageous to us.

We have recently completed construction and are doing business in an additional location at the northwest corner of West 4th Street and West Hills Drive. The business occupies about two acres at this location. I would like to have the opportunity to meet with you to discuss the possibility of having our business brought to the city limits.

I know that you are very busy, and I would appreciate very much if you would call me to schedule a meeting with me for a few minutes to discuss the possibility of the City's annexing my business. I believe that such action would be mutually advantageous to both Southern Oil and to the City of Hattiesburg. For your convenience, I enclose a copy of the plat of this property.

I can be reached at (601) 441-2279. I anxiously await your call.

With best wishes, I am

Sincerely,

Mitchell W. Morris
President

Enclosure

Johnny L. Dupree
Mayor, City of Hattiesburg
Post Office Box 1898
Hattiesburg, MS 39403-1898
mayor@hattiesburgms.com

Dear Sir:

Southern Oil Company has done business in the City of Hattiesburg for over 28 years. We presently operate three convenience stores inside the city limits under the name of Fast Mart. We value our relationship with the City of Hattiesburg highly and have found that doing business inside the city limits is very advantageous to us.

We have recently completed construction and are doing business in an additional location at the northwest corner of West 4th Street and West Hills Drive. The business occupies about two acres at this location. I would like to have the opportunity to meet with you to discuss the possibility of having our business brought to the city limits.

I know that you are very busy, and I would appreciate very much if you would call me to schedule a meeting with me for a few minutes to discuss the possibility of the City's annexing my business. I believe that such action would be mutually advantageous to both Southern Oil and to the City of Hattiesburg. For your convenience, I enclose a copy of the plat of this property.

I can be reached at (601) 441-2279. I anxiously await your call.

With best wishes, I am

Sincerely,

Mitchell W. Morris
President

Enclosure

City Council Members
City of Hattiesburg
Post Office Box 1898
Hattiesburg, MS 39403-1898
dbernardo@hattiesburgms.com

Kim Bradley, Deborah Delgado, Carter Carroll,
Mary Dryden, and Henry Naylor

Dear Sir or Ma'am:

Southern Oil Company has done business in the City of Hattiesburg for over 28 years. We presently operate three convenience stores inside the city limits under the name of Fast Mart. We value our relationship with the City of Hattiesburg highly and have found that doing business inside the city limits is very advantageous to us.

We have recently completed construction and are doing business in an additional location at the northwest corner of West 4th Street and West Hills Drive. The business occupies about two acres at this location. I would like to have the opportunity to meet with you to discuss the possibility of having our business brought to the city limits.

I know that you are very busy, and I would appreciate very much if you would call me to schedule a meeting with me for a few minutes to discuss the possibility of the City's annexing my business. I believe that such action would be mutually advantageous to both Southern Oil and to the City of Hattiesburg. For your convenience, I enclose a copy of the plat of this property.

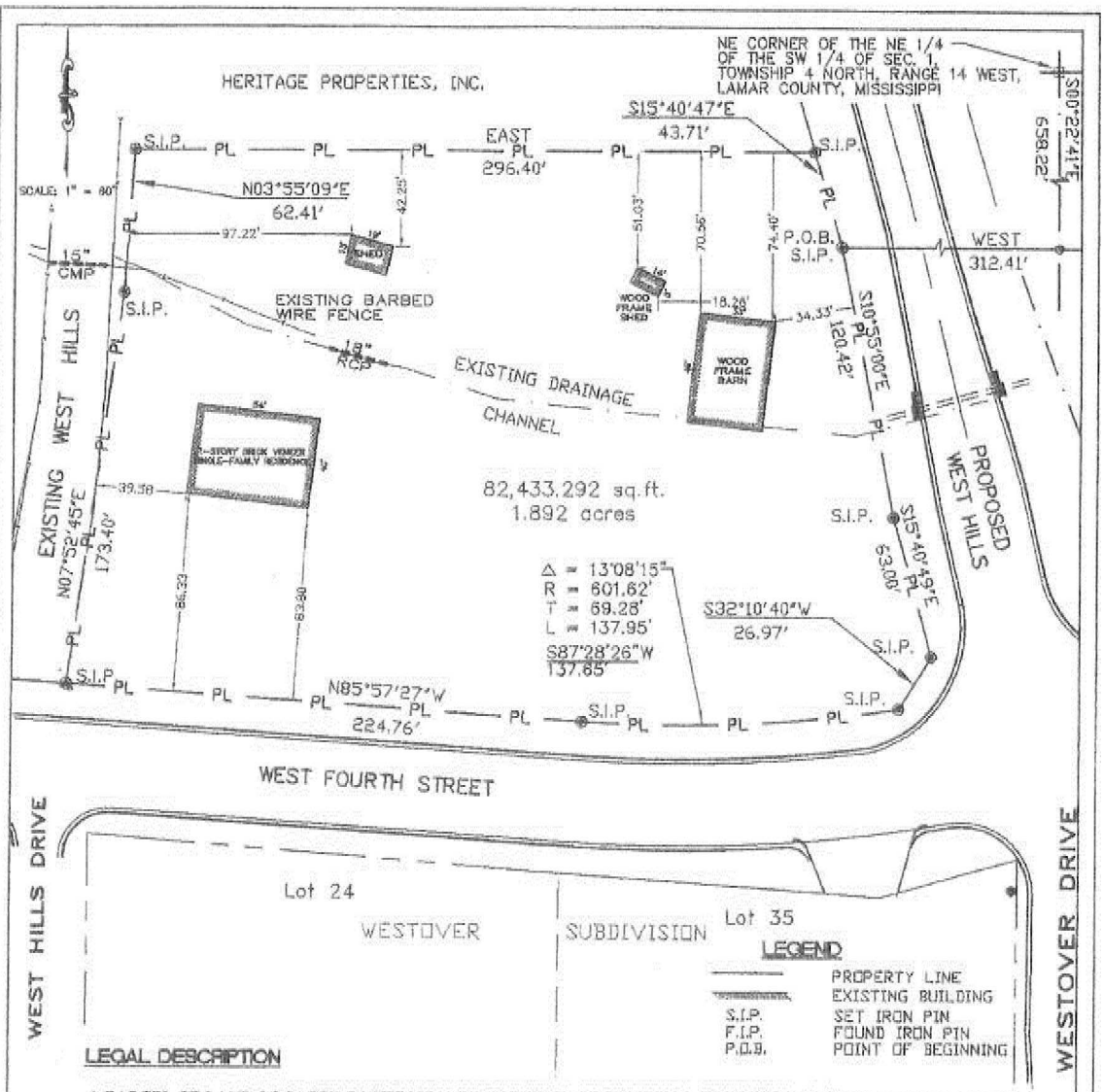
I can be reached at (601) 441-2279. I anxiously await your call.

With best wishes, I am

Sincerely,

Mitchell W. Morris
President

Enclosure



LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NE ¼ OF THE SW ¼ OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NE CORNER OF THE NE ¼ OF THE SW ¼ OF SECTION 1, LAMAR COUNTY, MISSISSIPPI, THENCE RUN S00°22'41"E, 658.22 FEET ALONG THE EAST LINE OF SAID NE ¼ OF THE SW ¼ OF SECTION 1; THENCE WEST, 312.41 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF PROPOSED WEST HILLS DRIVE ALSO THE POINT OF BEGINNING;
THENCE S10°55'00"E, 120.42 FEET ALONG SAID WEST RIGHT-OF-WAY LINE OF PROPOSED WEST HILLS DRIVE; THENCE S15°40'49"E, 63.00 FEET ALONG SAID WEST RIGHT-OF-WAY LINE; THENCE S32°10'40"W, 26.97 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WEST FOURTH STREET; THENCE IN A SOUTHWESTERLY DIRECTION ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 601.62 FEET AND AN ARC LENGTH OF 137.95 FEET (CHORD BEARING AND DISTANCE, S87°28'26"W, 137.65 FEET); THENCE N85°57'27"W, 224.76 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE OF WEST FOURTH STREET; THENCE N07°52'45"E, 173.40 FEET; THENCE N03°55'09"E, 62.41 FEET; THENCE EAST, 296.40 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF PROPOSED WEST HILLS DRIVE; THENCE S15°40'47"E, 43.71 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINING 82,433.292 SQUARE FEET (1.892 ACRES).

DONALD E. WALKER REGISTERED LAND SURVEYOR 1726 STATE OF MISSISSIPPI 11-1-06

SURVEY CERTIFICATE:

THIS IS TO CERTIFY THAT I, DONALD E. WALKER, MISSISSIPPI REGISTERED LAND SURVEYOR #1726 AM RESPONSIBLE FOR THE FIELD SURVEY OF THE PROPERTY PLATTED HEREON AND THAT THIS PLAT IS A TRUE AND CORRECT COPY OF THE SURVEY.

SURVEY CLASSIFICATION:

CLASS "B"
BEARINGS BASED ON RECORD PLAT

THE WALKER ASSOCIATES
ENGINEERS ■ PLANNERS ■ DESIGNERS, PLLC
2203 HARDY STREET
HATTIESBURG, MS 39401
601/583-2127

DRAWN BY: B. LONG	DATE: 11-1-2006
CHECKED BY: DEW	DRAWING NO.: 3468
JOB NO.: 232-06	SHEET 1 OF 1

ORDINANCE NO. _____
OF THE
CITY OF HATTIESBURG, MISSISSIPPI

An Ordinance Enlarging, Extending And Defining The Corporate Limits And Boundaries Of The City Of Hattiesburg, Forrest and Lamar County, Mississippi, To Include Certain Lands Situated In Lamar County, Mississippi

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

SECTION 1. Public convenience and necessity requiring the same, that the corporate boundaries and limits of the City of Hattiesburg, Forrest and Lamar County, Mississippi, be and the same are hereby extended and enlarged so as to embrace the following adjacent unincorporated lands and territory in Lamar County, Mississippi, to-wit:

Being part of the Northwest 1/4 of the Southeast 1/4 and part of the Northeast 1/4 of the Southwest 1/4 of Section 1, T-4-N, R-14-W, Lamar County, Mississippi, more particularly described as follows; Begin at an existing concrete highway marker at intersection of the West Right-of-Way of Interstate Highway No. 59 with the Southern Right-of-Way of the Longleaf Trace Rails to Trails, and thence run N 76°04'09" W along said Southern Right-of-Way of the Longleaf Trace Rails to Trails for 231.83 feet, thence run S 13°55'51" W along said Southern Right-of-Way for 50 feet, thence run N 76°04'09" W along said Southern Right-of-Way for 514.71 feet, thence run N 13°55'51" E along said Southern Right-of-Way for 25 feet, thence run N 76°04'09" W along said Southern Right-of-Way for 471.41 feet, thence run N 00°02'44" E along said Southern Right-of-Way for 15.45 feet, thence run N 76°04'09" W along said Southern Right-of-Way for 293.85 feet, more or less, to the Eastern Right-of-Way of West Hills Drive, thence run S 15°40'49" E along said Eastern Right-of-Way of West Hills Drive for 299.85 feet, thence run S 20°26'38" W along said Eastern Right-of-Way for 120.42 feet, thence run S 15°40'49" E along said Eastern Right-of-Way for 63.62 feet to the Northeast Right-of-Way flare of West 4th Street and West Hills Drive, Thence run S 71°58'36" E along said Right-of-Way flare for 31.81 feet to the Northern Right-of-Way of West 4th Street, thence run S 74°23'34" W for 136.46 feet to the Northwest Right-of-Way flare of West 4th Street and West Hills Drive, thence run Southwesterly along the North Right-of-Way of West 4th Street along a curve to the right with radius of 601.62 feet, a chord distance of 137.65 feet and a chord bearing of S 87°28'25" W for 137.95 feet, thence run N 85°57'27" W along said North Right-of-Way for 224.76 feet, thence run N 07°52'45" E for 173.40 feet, thence run N 03°55'09" E for 62.41', thence run East for 296.40 feet to the Western Right-of-Way of West Hills Drive, thence run N 15°40'49" W along said Western Right-of-Way for 295.92 feet, more or less, to the Southern Right-of-Way of the Longleaf Trace Rails to Trails, thence run N 21°13'15" W for 103.96 feet, more or less, to the Northern Right-of-Way of the Longleaf Trace Rails to Trails, thence run N

13°55’51” E along said Northern Right-of-Way for 25.00 feet, thence run S 76°04’09” E along said Northern Right-of-Way for 407.03 feet, thence run N 00°02’44” E along said Northern Right-of-Way for 25.75 feet, thence run S 76°04’09” E along said Northern Right-of-Way for 508.49 feet, thence run N 13°55’51” E along said Northern Right-of-Way for 25.00 feet, thence run S 76°04’09” E along said Northern Right-of-Way for 714.71 feet, thence run S 13°55’51” W along said Northern Right-of-Way for 50.00 feet, thence run S 76°04’09” E along said Northern Right-of-Way for 26.22 feet, more or less, to an existing concrete highway marker on the West Right-of-Way of Interstate Highway No. 59, thence run S 10°43’21” W along said West Right-of-Way of Interstate Highway No. 59 for 100.12 feet, more or less, back to the Point-of-Beginning. The above herein described parcel contains 8.60 acres, more or less.

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SECTION 2. That the corporate limits and boundaries of the City of Hattiesburg , Mississippi, lying and being in Forrest and Lamar County, Mississippi, as enlarged, extended and fixed by this Ordinance shall be as follows, to-wit:

> Beginning at the intersection of the Southwesterly bank of Bouie River and the North line of the NW-1/4 of the NW-1/4 of Section 3, T-4-N, R-13-W, in the County of Forrest, State of Mississippi, and thence run East along the North line of Section 3, to the intersection of the Southwesterly bank of Bouie River with the North line of the E-1/2 of said Section 3, thence run Southeasterly along the Southwesterly bank of Bouie River to its intersection with the Western Bank of Leaf River, thence run Southeasterly along the Western Bank of Leaf River to a point where it intersects with the south line of Section 32, T-4-N, R-12-W, thence run Westerly along the South line of said Section 32 to its SW Corner, said Corner being the same as the NE Corner of Section 6, T-3-N, R-12-W, thence run South along the Eastern line of Section 6, T-3-N, R-12-W, to the SE Corner of said Section 6, thence run West along the South line of Section 6, T-3-N, R-12-W, and along the South line of Section 1 and 2, T-3-N, R-13-W, to the intersection with the Eastern ROW line of U.S. Highway No. 49, thence run Southeasterly along the Eastern ROW line of said Highway to its intersection with the South line of Section 25, T-3-N, R-13-W, thence run West to the intersection with the Western ROW line of U.S. Highway No. 49, thence run Northwesterly along the Western ROW line of said Highway to its intersection with the Southern ROW line of U.S. Highway No. 98 By-pass, as presently located, thence run Westerly along the Southern ROW line of said Highway to its intersection with an extension of the Western margin line of the Walker Road, thence run Northerly with and along said extension and along the Western margin line of said Walker Road to its intersection with the Western margin line of the Carter Pitt Road, thence run Northwesterly along the Western margin line of Carter Pitt Road to its

intersection with the Western margin line of the Elks Lake Road, thence run Northerly along the Western margin line of said Elks Lake Road to its intersection with the North line of Section 3, T-3-N, R-13-W, thence run West along the North line of Section 3, 4 and 5, to the NE Corner of the NW-1/4 of said Section 5, thence run South to the NW corner of the SW-1/4 of the SE-1/4 of said Section 5, thence run East along the North line of said SW-1/4 of the SE-1/4 to the NE corner of the said SW-1/4 of the SE-1/4, thence run South along the East line of said SW-1/4 of the SE-1/4 to the SE corner of said quarter, also being the South line of Section 5, thence run West along the South line of Section 5 to the intersection with the South line of Section 5 and the Southern ROW line of a Public Road, thence run Northwesterly along said ROW line to the intersection with the Southern ROW line of said road and the West line of the said SW-1/4 of the SE-1/4, thence run South to the SE Corner of the SW-1/4 of said Section 5, thence run West along the South line of Section 5 to its intersection with the Western ROW line of Interstate Highway No. 59, thence run Northwesterly along the Western ROW line of said Highway No. 59 to the intersection with the South line of the SE 1/4 of the NE 1/4 of Section 6, T-3-N, R-13-W, Forrest County, Mississippi, and said ROW line, thence run N89°21’41”W along the said South line of the said SE-1/4 of the NE-1/4 for 684.46 feet more or less, to the East line of the Graham’s Pine Acres Subdivision, thence run N34°02’44”W 74.33 feet more or less, to the SE corner of Lot 1 of said Subdivision, thence run N33°18’47”W along the East line of said Lot 1 for 189.08 feet more or less, to the NE corner of said Lot 1, thence run N39º17'15"W along the East line of said Lot 2 for 212.63 feet to the SE corner of Lot 3 of said Subdivision, thence run N37º39'51"W along the East line of said Lot 3 for 208.99 feet to the SE corner of Lot 4 of said Subdivision, thence run N40º20'19"W along the East line of said Lot 4 for 209.89 feet to the SE corner of Lot 5 of said Subdivision, thence run S72º48'24"W along the South line of said Lot 5 for 110.17 feet, thence run N38º57'10"W for 99.67 feet, thence run S72º27'16"W for 100.00 feet, thence run N38º54'31"W for 109.98 feet to the SW corner of Lot 6 of said Subdivision, thence run N72º29'45"E along the South line of said Lot 6 for 210.39 feet to the SE corner of said Lot 6, thence run N39º11'30"W along the East line of said Lot 6 for 209.35 feet to the SE corner of Lot 7 of said Subdivision, thence run N37º58'56"W along the East line of said Lot 7 for 209.90 feet to the SE corner of Lot 8 of said Subdivision, thence run N29º18'20"W along the East line of said Lot 8 for 210.12 feet to the NE corner of said Lot 8 , thence run S75º07'29"W along the North line of said Lot 8 for 211.22 feet to the East margin line of Sullivan-Kilrain Road, thence run Southwesterly for 37.43 feet, more or less, to the West margin line of Sullivan-Kilrain Road and the Southeast corner of the James H. And Patricia D. McPhail property, thence run South 69°24'05" West for 241.42 feet, thence run

South 28°37'30" East for 350.00 feet, thence run South 67°58'41" West for 181.60 feet, thence run South 39°02'26" East for 249.49 feet, thence run South 24°18'54" West for 193.28 feet, thence run North 89°25'02" West for 594.50 feet to the East Right-of-Way of U.S. Highway No. 11, thence continue North 89°25'02" West for 106.82 feet, more or less, to the West Right-of-Way of U.S. Highway No. 11, thence run Northeasterly along said West Right-of-Way for 252.00 feet more or less to a 4-1/2" round concrete monument, thence run N87°39'06"W for 940.43 feet more or less to a 4-1/2" round concrete monument, thence run N00°41'57"E for 607.52 feet more or less to a 4-1/2" round concrete monument and the NW corner of the SE-1/4 of the NW-1/4 of Section 6, T-3-N, R-13-W, Forrest County, Mississippi, thence run N89°05'44"E for 1,223.44 feet more or less to the West Right-of-Way of U.S. Highway No. 11, thence run Northeasterly along said West Right-of-Way for 571.50 feet, more or less, to the West Right-of-Way of Sullivan-Kilrain Road, thence run North 09°27'32" West along the West Right-of-Way of Sullivan-Kilrain Road for 155.01 feet, thence run N09º06'09"W along said West margin line for 567.83 feet to the North line of Section 6, T-3-N, R-13-W, Forrest County, Mississippi, thence run N88°16'08"W for 38.02 feet to the NW Corner of the NW 1/4 of the NE 1/4 of said Section 6, thence continue West along the North line of Section 6, to the NW Corner of said Section 6, said point being on the Forrest County/Lamar County line, thence run North along the Forrest County/Lamar County line to the intersection of the East line of Section 25, T-4-N, R-14-W, Lamar County, Mississippi, with the West Right-of-Way line of Interstate Highway No. 59, thence run in a Northwesterly direction following the West Right-of-Way line to a point of intersection with the South line of the Mississippi Power Company property as recorded in Deed Book 4F page 195; thence run West along the South line of said property to the Southwest corner thereof; thence run North along the West line of said property as recorded in Deed Book 4F pages 195 and 197 and with an extension of said West line to a point of intersection with the Northern Boundary of Crosby Richburg Road; thence run Northeasterly along said Northern boundary to a point of intersection with the East line of the West ½ of the West ½ of the Northeast ¼ of said Section 25, T-4-N, R-14-W, Lamar County, Mississippi; thence run North along and with said East line to the North line of said Section 25; thence run West along said North line to the Northwest corner of the Northeast ¼ of said Section 25; thence run North along the Half Section line of Section 24, Township 4 North, Range 14 West, to the Southeast corner of the Northwest ¼ of said Section 24; thence run West along and with the South line of said Northwest ¼ to the Southwest corner of said Section 24; thence run North along and with the West line of said Section 24 to a point marking the Southeast corner of the William Wicht property as recorded in Deed Book 4G page 168 of the land records of Lamar County,

Mississippi; thence run West along and with the South line of said property to the Southwest corner thereof, said point also being the Southeast corner of the Alex Currie property as recorded in Deed Book 5E page 974 of the land records of Lamar County, Mississippi; thence run West along and with said property line and an extension thereof to a point on the Southwest right-of-way line of Sandy Run Road; thence run Northwesterly along and with the Southwest right-of-way to a point at the intersection of an extension of the West line of the Robert Weathers property as recorded in Deed Book 9V page 439; thence run North along and with the extension and the West line of said property to Northwest corner thereof and being on the North line of Section 23, Township 4 North, Range 14 West; thence run East along and with the North line of said Section 23, said line also being the South line of Section 14, T-4-N, R-14-W, Lamar County, Mississippi, to the Western Row line of Oak Grove Road, thence run Northeasterly along the said Western ROW line for 447.95 feet more or less, to the Southern property corner described in Deed Book 15-X, Page 200, Lamar County, Mississippi; thence run N41°44'03"W for 115.09 feet, thence run N48°22'37"E for 143.23 feet, thence run S41°37'57"E for 115.30 feet more or less to the Western ROW line of said Oak Grove Road, thence run Northeasterly along said ROW for 45.38 feet more or less, to a iron pin described in said Deed Book and Page, thence run N42°27'00"W for 109.19 feet, all of which are described in said Deed Book 15-X, Page 200, Lamar County, Mississippi; thence run N04°00'00"E for 214.00 feet, thence run S71°00'00"E for 298.30 feet more or less to the Western ROW line of the said Oak Grove Road; said two calls are described in Deed Book 14-H, Page 144, Lamar County, Mississippi, thence run along said ROW line for 161.49 feet more or less to the Southeastern corner of the property described in Deed Book 18-D, Page 175, Lamar County, Mississippi, thence run N81°33'00"W for 198.48 feet more or less to the edge of a pond, thence run Northwesterly and along the edge of said for 169.39 feet as described in said Deed Book 18-D, Page 175; said point also being the Southwestern corner of the property described in Deed Book, 17-A, Page 414, Lamar County, Mississippi; from said corner run N03°00'00"E and along said pond for 61.00 feet, thence N56°19'00"E for 91.30 feet, thence run N76°56'00"E for 30.00 feet as described in the above said Deed Book 17-A, Page 414; said point also being the Southwestern Corner of the property described in Deed Book 10-M, Page 344, Lamar County, Mississippi, from said point run N08°05'00"E for 231.00 feet more or less to the South line of the East-1/2 of the NE-1/4 of the SW-1/4, Section 14, T-4-N, R-14-W, Lamar County, Mississippi; thence run West along said South line for 236.57 feet more or less to the SW corner of the said East-1/2 of the NE-1/4 of the SW-1/4, thence run North along the West line of the said East-1/2 of the NE-1/4 of the SW-1/4 for 459.40 feet, thence run East for 147.60 feet, thence run North

for 147.60 feet, thence run East for 630.94 feet more or less to the Western ROW line of Weathersby Road, Thence continue West for 115.11 feet more or less to the Eastern ROW line of Oak Grove Road, thence run in a Southwesterly Direction and along said ROW line for 2,316.00 feet more or less to the intersection with the Eastern ROW line of the said Oak Grove Road and the South line of the said Section 14, T-4-N, R-14-W, Lamar County, Mississippi; thence run east to the Northeast corner of the afore mentioned Section 23, said point also being the Southwest corner of Section 13, Township 4 North, Range 14 West; thence run North along and with the West line of said Section 13 to the Northwest corner of the Southwest ¼ of the Southwest ¼ of Section 13, Township 4 North, Range 14 West; thence run East along and with the North line of the South ¼ of Section 13 to a point at the intersection with the West right-of-way line of Interstate Highway No. 59; thence run North along the West right of way line of Interstate Highway No. 59 to the intersection with Southern right-of-way Old Highway No. 11; thence run Southwesterly along the Southern ROW line of Old Highway No. 11 for 800 feet, more or less, to a point being 80 feet due West of the West line of Park Avenue, thence run South for 399.80 feet, thence run East for 80 feet to a point on the West line of Park Avenue, thence run South along the West line of Park Avenue for 1037.90 feet to a point on the North line of Lakeview Drive, thence run West along the North line of Lakeview Drive for 346 feet, thence run North for 20 feet to a point on the South line of Section 12, T-4-N, R-14-W, Lamar County, Mississippi, thence run West along the South line of Section 12 for 20.70 feet, thence run North for 140 feet, thence run West for 70 feet, thence run South for 140 feet, thence run West for 83.80 feet to a point on the East line of the Lamar Park Estates Subdivision, said point being 20 feet North of the SE Corner of Lot 10, Block 3, of said Subdivision, thence run Northerly along the East line of the Lamar Park Estates Subdivision for 759 feet, thence run East for 95.50 feet to a point on the West line of the SW-1/4 of the SE-1/4 of said Section 12, thence run North along the West line of the said SW-1/4 of the SE-1/4 for 449.80 feet to the intersection with the Southern ROW line of Old Highway No. 11, thence run Southwesterly along the Southern ROW line of said Highway to the intersection with the Western ROW line of Westover Drive/Oak Grove Road, thence run North along the West ROW line of Westover Drive/Oak Grove Road to a point where said ROW widens, thence run S36º20'00"W along said ROW line of the widening of Westover Drive/Oak Grove Road and Old Highway No. 11 for 216.40 feet, thence run N28º58'00"W for 157.20 feet, thence run S61º02'00"W for 150 feet, thence run S28º50'00"E for 200 feet to the Northern ROW line of Old Highway No. 11/Oak Grove Road, thence run S55º32'00"W along said ROW line for 180.40 feet, thence run N12º19'00"W, record N12º15'00"W, for 377.60 feet, thence run S89º00'00"W for 239 feet, record 238.70 feet, thence run

S12º15'00"E for 460 feet, to the Northern ROW line of Old Highway No. 11/Oak Grove Road, thence run S60º57'00"W along said Northern ROW line for 614.90 feet, thence run North for 140 feet, thence run West for 110 feet, thence run North for 558.61 feet, thence run West for 312 feet, thence run South for 208 feet, thence run East for 211.30 feet to the West line of a gravel drive, thence run S09º45'00'E along the West line of the said gravel drive for 50.50 feet, thence run West for 195 feet, thence run South for 210 feet, thence run S04º45'00"E for 82.20 feet, thence run S65º39'00"W for 204.90 feet, thence run S21º21'00"E for 345 feet to the Northern ROW line of Old Highway No. 11/Oak Grove Road, thence run Southwesterly along said Northern ROW line of Old Highway No. 11/Oak Grove Road for 193 feet, thence run N23º30'00"W for 577.50 feet, thence run West for 290 feet, thence run S67º00'00"W for 301.60 feet to the intersection with the West line of Section 12, T-4-N, R-14-W, Lamar County, Mississippi, thence run South along the West line of Section 12 to the SE Corner of the N-1/2 of the SE- 1/4 of the SE-1/4 of Section 11, T-4-N, R-14-W, Lamar County, Mississippi, thence run West along and with the South line of the N-1/2 of the SE-1/4 of the SE-1/4 of said Section 11 to the Southwest corner thereof; thence run North along and with the West line of the SE-1/4 of the SE-1/4 of said Section 11 to the NW corner of the SE-1/4 of the SE-1/4 of said Section 11 , thence run West 596.40 feet, more or less, along the South line of the NW-1/4 of the SE-1/4 to a point which bears S89º16'50"W and is 660 feet from the NW Corner of the SW-1/4 of the SE-1/4 of Section 11, T-4-N, R-14-W, Lamar County, Mississippi, said NW Corner has previously been relocated and re- established by a decree in Chancery Court, thence run S00º43'10"E for 68.53 feet, thence run S87º46'50"W for 36.20 feet, thence run S43º10'50"W for 99.80 feet, thence run S31º53'50"W for 70.40 feet, thence run S02º13'10"E for 84.80 feet, thence run S34º57'10"E for 36 feet, thence run N87º46'50"E for 21.30 feet, thence run S01º07'58"W for 138.32 feet, thence run S18º53'16"W for 78.60 feet, thence run West for 206.35 feet, thence run North for 193.08 feet, thence run West for 324.27 feet to the East R.O.W. of Weathersby Road, thence run South along said East R.O.W. for 244.71 feet to a point which intersects an extension of the North margin of West Street; thence run West 46.98 feet, more or less, to the intersection of the West R.O.W. of Weathersby Road and the North margin line of West Street, thence run North 89º30'25" West along said North Margin 408.58 feet, thence run South 89º47'48" West for 200 feet, thence run North 00º12'12" West 10 feet, thence run South 89º47'45" West 81.26 feet, more or less, to the East line of Lakewood Subdivision, thence run North 00º25'23" East for 567.59 feet, thence run West 280.93 feet to the East R.O.W. of Lakewood Drive, thence run South 89º24'03" West for 50 feet to the West R.O.W. of Lakewood Drive, thence run South 00º27'23" East along said West R.O.W. for 200 feet to the Southeast corner of Lot 15 of said Lakewood

Subdivision, thence run West and along the South line of said Lot 15 for 269.05 feet to the Southwest corner of said Lot 15, thence run South 00º27'23" East for 1,097.00 feet to the Southwest corner of Lot 26 of said Lakewood Subdivision, thence run South 89º41'45" West for 9.48 feet, thence run South 00º13'49" East for 30.71 feet to a cotton spindle in Shears Drive, thence run North 89º47'22" West for 276 feet, thence run South 00º25'21" East for 662.94 feet, thence run North 89º47'22" West for 1,098.23 feet, thence run North 04º54'02" West for 62.64 feet, thence run North 01º19'32" West for 290.54 feet, thence run North 00º27'46" East for 153.54 feet, thence run North 00°17'04" East for 74.56 feet, thence run North 00º27'07" West for 81.79 feet, said point being 51.89 feet West of the Southwest corner of said Section 11, thence run West along the Section line common to Sections 10 and Section 15, all in Township 4 North, Range 14 West, to the NE corner of the NE ¼ of the NW ¼ of said Section 15; thence run South a distance of 1320 feet, more or less, to the SE corner of the NE ¼ of the NW ¼ of said Section 15; thence run West a distance of 900 feet, more or less; to a point on the South line of the NE ¼ of the NW ¼ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi, which point is 1705.50 feet East of the NW corner of the SW ¼ of the NW ¼ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi, and also being the NE corner of property described in the first legal description appearing in the Land Deed Book 13-S at Page 652 in the Office of the Chancery Clerk of Lamar County, Mississippi, thence run South 660 feet, thence run S89°52’27”E for 287.75 feet; thence run S03°23’30”E for 661.24 feet; thence run S89°58’52”E for 1818.24 feet, thence run S00°49’39”E for 1218.905 feet; thence run S88°56’03”W 278.02 feet; thence N02°33’32”W for 85.55 feet; thence run N52°08’30”W for 126.78 feet; thence run N30°03’53”E for 53.56 feet; thence run N73°04’19”W for 155.05 feet; thence run S21°14’51”W for 207.07 feet to the North margin line of Lincoln Road Extension (Sandy Run Road); thence run N68°11’11”W along said North margin for 336.88 feet; thence run N00°02’27E for 177.69 feet; thence run S89°46’05”W for 209.74 feet; thence run S00°09’44”E for 105.00 feet to said North margin; thence run N71°32’27”W along said North margin line for 164.00 feet; thence run N00°47’48”W for 210.00 feet; thence run N72°06’30”W for 104.85 feet to a point on the West line of the said NW ¼ of the SE ¼; thence run S01°34’07W for 212.21 feet, to the said North margin line; thence run N71°40’19”W along said North margin line for 502.495 feet; thence continue along said North margin line N71°24’03”W for 200.04 feet; thence run N00°20’21”E for 667.21 feet; to the South line of the NW ¼ of Section 15, Township 4 North, Range 14 West, Lamar County Mississippi, thence run N89°52’27”W on and along said South line 232.76 feet; thence run South for 382 feet, thence run North 60°02’00” West for 340.60 feet; thence

run South 21°45’00” West for 156.90 feet, more or less, to the North Right-of-Way of Sandy Run Road; thence run Northwesterly on and along said Right-of-Way for 1031.16 feet, thence run North 190.05 feet; thence run North 70°04’11” West for 165.74 feet; thence run North for 934.62 feet to a point being 312 feet due East of the NW corner of the SW ¼ of the NW ¼ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi; thence run East for 900 feet, more or less, to the NE corner of the SW ¼ of the NW ¼ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi; thence run North for 660 feet, more or less, to the SE corner of the NE ¼ of the NW ¼ of the NW ¼ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi; thence run West for 667.73 feet, more or less, to the SW corner of the NE ¼ of the NW ¼ of the NW ¼ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi; thence run North on and along the West line of the NE ¼ of the NW ¼ of the NW ¼ of said Section 15 for 260 feet, thence run West for 500 feet, more or less, to the NE corner of the property described in Deed Book 13-V, Page 600, in the Office of the Chancery Clerk of Lamar County, Mississippi (after excepting therefrom the South 60 feet as provided for in said Deed at said Book and Page); thence run South for 205.02 feet, more or less, to the SE corner of said property; thence run West for 170 feet, more or less, to the SW corner of said property and the East Right-of-Way of Hegwood Road; thence run North along said East Right-of-Way for 600 feet, more or less, to the North line of Section 16, Township 4 North, Range 14 West, Lamar County, Mississippi; thence run West on and along said North line for 1320 feet, more or less, to the NE corner of the NW ¼ of the NE ¼ of said Section 16, thence run South 00°17’42” East for 1146.04’, more or less, to the North line of that certain 16th Section lease and contract recorded in Deed Book 10-W, Page 7 in the Office of the Chancery Clerk of Lamar County, Mississippi; thence run South 00°31’52” East on and along the East line of said property for 178.83 feet more or less to the Northwest corner of the SE ¼ of the NE ¼ of Section 16, T-4-N, R-14-W, Lamar County Mississippi, thence run Easterly along the North line of the said SE ¼ of the NE ¼ for 1276.80 more or less to the Western ROW line of Hegwood Drive; thence run Southerly on and along the said Western ROW line of Hegwood Drive for 905 feet more or less to the Northern ROW line of Lincoln Road Extension; thence run South for 100 feet to the Southern ROW line of Lincoln Road Extension; thence run Southwesterly and along said Southern ROW line for 516.25 feet more or less to the intersection with the said Southern ROW line of Lincoln Road Extension and an East line of the above said property, thence run South 00°19’40” East for 231.22 feet, more or less, to the SE corner of said property, thence run West for 1098 feet, more or less, to the NE corner of property described in that certain 16th Section land lease and contract recorded in Book 12-C at Page 163 in the Office of the

Chancery Clerk of Lamar County, Mississippi; thence run South for 1309.60 feet, more or less, to the SE corner of said property; thence run West for 1572.59 feet, more or less, to the SW corner of said property as described in that certain 16th Section land lease and contract recorded in Book 12-C at Page 163 in the Office of the Chancery Clerk of Lamar County, Mississippi, and to the East Right-of-Way of Norton Road (commonly referred to as Old Highway No. 11); thence run Southerly along and with said East right-of-way line to a point at the intersection of the South line of Section 16, Township 4 North, Range 14 West; thence run West along and with said South line to the SW corner of said Section 16; thence run North along and with said West line of Section 16 and Section 9, Township 4 North, Range 14 West, to the intersection with the East line of Section 17, same as the West line of said Section 16, Township 4 North, Range 14 West and the Southern most Right-of-Way (ROW) line of U.S. Highway No. 98, from said point of run Southwesterly on and along said Southern RQW line for 3185.60 feet more or less to a point that is 240 feet due South of the Southwest corner of Lot No. 78 of the Lake Serene North Subdivision as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County, Mississippi; thence run North for 240 feet to the said Southwest corner of Lot 78 of said platted subdivision, said point being a point on the Northern most ROW line of U.S. Highway No. 98; thence run N05°35'21"W along the West line of said Lot 78 for 474.00 feet more or less to the Northwest corner of said Lot 78, from said Northwest corner run in an Easterly direction on and along the Northern boundary line of Lots 78, 77, 76 and 75 of the said Lake Serene North Subdivision for 760.00 feet more or less to the Northwesterly corner of Lot 73 of said subdivision, thence run N65°30'00"E along the Northern line of said Lot 73 for 477.30 feet more or less to the Northeasterly corner of lot 73 and the Western ROW line of Barracuda Drive; thence run Northeasterly at right angles and perpendicular to the Northeastern ROW line of Barracuda Drive for 50 feet; thence run Northwesterly on and along the said ROW line for 63.37 feet more or less to the Northwest corner of Lot 58 of the Rolling Hills Subdivision, a platted subdivision in Lamar County, Mississippi, said point also being a point on the Southern ROW line of Windlass Drive; thence run N56°13'00"E on and along said Southern ROW line of Windlass Drive for 120.10 feet to the beginning of an 18°30'00" curve to the right; thence run along the arc of said curve and said ROW line for 119.65 feet; thence run S12°17'00"E for 293.29 feet more or less to the South line of said Lot 58; thence run N86°55'00"E along the South line of said Lot 58 for 235.55 feet more or less to the Southeast corner of said Lot 58 of said subdivision; thence run N86°39'00"E along the South line of Lot 59 of said subdivision for 330.00 feet more or less to the SE corner of said Lot 59 of said subdivision; thence run N87º21'00"E along the South line of Lot 60 of said subdivision for 110 feet; thence run N89º58'00" E for 473.10

feet along the South line of said Lot 60, said South line also being the North line of Lots 61 and 62 of the said Rolling Hills Subdivision, to the Western ROW line of said Windlass Drive; thence continue N89º58'00"E for 50 feet more or less to the Eastern ROW line of said Windlass Drive; thence run Southeasterly along said Eastern ROW line for 195.00 feet more or less to the Northwest corner of Lot 44 of the said Rolling Hills Subdivision; thence run N48°52'00"E along the Northwest line of said Lot 44 for 530.80 feet more or less to the Northeast corner of said Lot 44, said point also being the Northwest corner of Lot 43 of the said subdivision; thence run N89°23'00"E along the North line of said Lot 43 for 218.30 feet more or less to the East line of the SE ¼ of the SE ¼, Section 8, T-4-N, R-14-W, Lamar County, Mississippi, thence run North to a point of intersection with the Westerly extension of the North line of the William Hover property as recorded in Deed Book 12-O page 510 of the land records of Lamar County, Mississippi; thence run East along said extension and North line to the Northeast corner of said William Hover property as recorded in Deed Book 12-O page 510 of the land records of Lamar County, Mississippi; thence run Northeasterly to the Southwest corner of the Northwest ¼ of Section 10, Township 4 North, Range 14 West, Lamar County, Mississippi, thence run North along and with the West line of Section 10 to a point on the East right-of-way line of Gravel Pit Road; thence run Northeasterly along and with said right-of-way line to a point marking the Northwest corner of the Josh Morris property as recorded in Deed Book 12Y page 599; thence run Easterly along the North line of the Josh Morris property to the Northeast corner thereof; thence Southerly along the East line of the Josh Morris property to the SE corner thereof and being on the North line of Section 10, Township 4 North, Range 14 West; thence run East along the North line to the Northeast corner of Section 10, T-4-N, R-14-W, Lamar County, Mississippi, said point being also the Southwest corner of Section 2, T-4-N, R-14-W, thence run North along the West line of the Southwest ¼ of said Section 2, for 355 feet, more or less, to the Southernmost right-of-way of West 4th Street, thence run in an Easterly direction along the aforementioned Southern right-of-way for 1200.75 feet, thence run S 06º50'51" W for 10.94 feet, thence run S 01º24'52" W for 40.55 feet, thence run S 01º15'31" W for 51.15 feet, thence run S 07º03'42" E for 367.38 feet to the South line of said Section 2, said point being 1308.20 feet East of the Southwest corner of said Section 2, thence run East along the North line of Section 11 and Section 12, Township 4 North, Range 14 West, to the intersection with the West ROW line of Interstate Highway No. 59, thence run Northerly along the said West ROW line of Interstate Highway No. 59 to an existing concrete highway marker at the intersection of the South Right-of-Way of the Longleaf Trace Rails to Trails with the West Right-of-Way of Interstate Highway No. 59 , and thence run N 76°04'09" W along said Southern Right-of-Way of the Longleaf Trace

Rails to Trails for 231.83 feet, thence run S 13°55’51” W along said Southern Right-of-Way for 50 feet, thence run N 76°04’09” W along said Southern Right-of-Way for 514.71 feet, thence run N 13°55’51” E along said Southern Right-of-Way for 25 feet, thence run N 76°04’09” W along said Southern Right-of-Way for 471.41 feet, thence run N 00°02’44” E along said Southern Right-of-Way for 15.45 feet, thence run N 76°04’09” W along said Southern Right-of-Way for 293.85 feet, more or less, to the Eastern Right-of-Way of West Hills Drive, thence run S 15°40’49” E along said Eastern Right-of-Way of West Hills Drive for 299.85 feet, thence run S 20°26’38” W along said Eastern Right-of-Way for 120.42 feet, thence run S 15°40’49” E along said Eastern Right-of-Way for 63.62 feet to the Northeast Right-of-Way flare of West 4th Street and West Hills Drive, Thence run S 71°58’36” E along said Right-of-Way flare for 31.81 feet to the Northern Right-of-Way of West 4th Street, thence run S 74°23’34” W for 136.46 feet to the Northwest Right-of-Way flare of West 4th Street and West Hills Drive, thence run Southwesterly along the North Right-of-Way of West 4th Street along a curve to the right with radius of 601.62 feet, a chord distance of 137.65 feet and a chord bearing of S 87°28’25” W for 137.95 feet, thence run N 85°57’27” W along said North Right-of-Way for 224.76 feet, thence run N 07°52’45” E for 173.40 feet, thence run N 03°55’09” E for 62.41’, thence run East for 296.40 feet to the Western Right-of-Way of West Hills Drive, thence run N 15°40’49” W along said Western Right-of-Way for 295.92 feet, more or less, to the Southern Right-of-Way of the Longleaf Trace Rails to Trails, thence run N 21°13’15” W for 103.96 feet, more or less, to the Northern Right-of-Way of the Longleaf Trace Rails to Trails, thence run N 13°55’51” E along said Northern Right-of-Way for 25.00 feet, thence run S 76°04’09” E along said Northern Right-of-Way for 407.03 feet, thence run N 00°02’44” E along said Northern Right-of-Way for 25.75 feet, thence run S 76°04’09” E along said Northern Right-of-Way for 508.49 feet, thence run N 13°55’51” E along said Northern Right-of-Way for 25.00 feet, thence run S 76°04’09” E along said Northern Right-of-Way for 714.71 feet, thence run S 13°55’51” W along said Northern Right-of-Way for 50.00 feet, thence run S 76°04’09” E along said Northern Right-of-Way for 26.22 feet, more or less, to an existing concrete highway marker on the West Right-of-Way of Interstate Highway No. 59, thence run Northerly along the said West ROW line of Interstate Highway No. 59 to the South line of Section 36, T-5-N, R-14-W, Forrest County, Mississippi; thence run West along the South line of Section 36 to a Concrete Monument at the SW corner of Section 36, T-5-N, R-14W, Forrest County, Mississippi, said corner also being the NE corner of Section 2, T-4-N, R-14-W, Lamar County Mississippi; thence run S00º38’37”E along the East line of said Section 2 for 2270.18 feet to a ½” Rebar and the North Right of Way Line of the Longleaf Trace Rails to Trails (Mississippi Central Railroad Co.) (Illinois Central Gulf Railroad),

thence run N76º03’42”W along the said Right of Way Line for 1093.48 feet to a ½” Rebar, thence run S13º56’18”W along said Right of Way Line for 50.00 feet to a ½” Rebar, thence run N76º03’42”W along said Right of Way Line for 1646.69 feet to a ½” Rebar and the West Line of the Northeast ¼” of Section 2; thence run S00º42’36W along West Line for 92.73 feet more or less to the South Right-of-Way of Longleaf Trace (Rails to Trails), thence run in a Northwesterly direction along said South Right-of-Way for 4115.00 feet, more or less, to the Northeast corner of that portion of The Community of Greystone that lies South of the Longleaf Trace (Rails to Trails), thence run S 00º04’43” W for 393.53 feet, thence run N 89º58’08” W for 1299.26 feet, thence run S 89º52’39” W for 2621.35 feet to the East Right-of-Way of Jackson Road, thence run N 00º57’29” W along said East Right-of-Way for 271.11 feet to the South Right-of-Way of the Longleaf Trace (Rails to Trails), thence run North along said East Right-of-Way for 100’ to the North Right-of-Way of the Longleaf Trace (Rails to Trails), thence run N 00º06’42” W along said East Right-of-Way for 390.26 feet, thence run N 00º50’17” E along said East Right-of-Way of Jackson Road for 551.82 feet to the South line of Section 34, T-5-N, R-14-W, Forrest County, Mississippi, thence run West along the South line of said Section 34 and Section 33 to the SW Corner of Section 33, thence run North to the NW Corner of Section 33, thence run East along the North line of Section 33 to a point that is 430.00 feet due East of the NE corner of Section 33, thence run North for 120.00 feet, thence run East for 430.00 feet thence run South for 120.00 feet to the NE corner of Section 33, thence run East along the North lines of Sections 34, 35 and 36 to the NW Corner of the NE-1/4 of Section 36, thence run North to the NE Corner of the SE-1/4 of the SW-1/4 of Section 25, thence run West to a point 840 feet East of the SW Corner of the NE-1/4 of the SW-1/4 of said Section 25, thence run North for 630 feet, thence run West for 840 feet to a point on the West line of the said NE-1/4 of the SW-1/4, thence run North to a point on the Southwesterly ROW line of U.S. Highway No. 49, thence run Northwesterly along the Southwesterly ROW line of said Highway for 347 feet, thence run S 35º43' W to the Northeasterly margin line of the Hattiesburg-Rawls Springs Public Road, thence run Northwesterly along the Northeasterly margin line of said Public Road for 420 feet, more or less, to the Southernmost corner of the Spring Forrest Subdivision, thence run Northeasterly along the Southeasterly boundary of said Subdivision to the intersection with the Southwesterly R.O.W. line of U.S. Highway No. 49, thence run Northwesterly along the Southwesterly R.O.W. line of said Highway to the intersection with the North line of Section 25, T-5-N, R-14-W, thence run West along the South line of Section 24 and 23 to the intersection with the Northeasterly margin line of the Hattiesburg-Rawls Springs Public Road, thence run Northwesterly along the Northeasterly margin line of said Road for 641 feet, thence run N79º09'E for 183.8 feet, thence run

N80E for 115 feet, thence run N30ºW for 105 feet, thence run N80ºE for 135 feet, thence run N00º34'E for 520 feet to the Southwesterly R.O.W. line of U.S. Highway No. 49, thence run Northwesterly along the Southwesterly ROW line of said Highway to its intersection with the North line of Section 15, T-5-N, R-14-W, thence run East along the North line of Section 15 to a point being 750 feet East of the NW Corner of the NE-1/4 of said Section 15, thence run South for 625 feet, thence run S46º15'W for 75 feet, thence run South for 275 feet, thence run S46º15'W for 630 feet, more or less, to the intersection with the Northeasterly R.O.W. line of U.S. Highway No. 49, thence run Southeasterly along the Northeasterly ROW line of said Highway to its intersection with the North line of the S-1/2 of the N-1/2 of the SW-1/4 of the NE-1/4 of Section 15, thence run East to the East line of Section 15, thence run North to the SW Corner of the N-1/2 of the NW-1/4 of the NW-1/4 of Section 14, thence run East to the SE Corner of the N-1/2 of the said NW-1/4 of the NW-1/4, thence run North to the NE Corner of the said NW- 1/4 of the NW-1/4, thence run East to the Southwesterly bank of Bouie River, thence run Southeasterly along the Southwesterly bank of Bouie River to its intersection with the North line of the S-1/2 of the S-1/2 of Section 14, thence run West to a point 370 feet West of the NE Corner of the SE-1/4 of the SW-1/4 of said Section 14, thence run South to the intersection with the Southern margin line of the Rawls Springs-Lux Public Road, thence run Southwesterly along the Southern margin line of said Road to its intersection with the Northeasterly ROW line of U.S. Highway No. 49, thence run Southeasterly along the Northeasterly ROW line of said Highway to its intersection with the centerline of Big Creek, thence run Easterly along the centerline of Big Creek to its intersection with the Southwesterly Bank of Bouie River, thence run Southeasterly along the Southwesterly Bank of Bouie River to its intersection with the North line of the NW-1/4 of the NW-1/4 of Section 3, T-4-N, R-13-W, Forrest County, Mississippi, and back to the Point of Beginning.

SECTION 3. The City of Hattiesburg shall make the following improvements in said annexed territory to be completed with a reasonable time, not to exceed five (5) year from the effective date of this Ordinance, unless delayed by war or military preparedness:

(a) Improve existing streets and drainage;
(b) Install water lines, water service, sewage disposal lines, and street lighting, where necessary and economically feasible;
(c) Said services shall be furnished in the same manner and to the same extent as such services are being furnished to the present citizens of the municipality.

SECTION 4. That the City of Hattiesburg shall furnish to the said annexed territory the

following municipal and public services in the same manner and to the same extent as such services are being furnished to the present citizens of the municipality, such services to being on the effective sate of this ordinance, to with:

(a) Police Protection;
(b) Fire Protection;
(c) Garbage removal;
(d) Trash and other debris removal;
(e) Pest control;
(f) Maintenance of existing streets;
(g) The right to exercise the ballot in municipal elections upon registering and meeting all statutory and constitutional requirements and upon proper approval of the changes created by this Ordinance under the Voting Rights Act of 1965, as amended, and the use and benefit of all other municipal services that fall to present citizens of the municipality of the City of Hattiesburg, Mississippi, and the use and benefit of all other municipal services and facilities furnished by the City of Hattiesburg to all of the present citizens of the municipality.

SECTION 5. The City of Hattiesburg, Mississippi, through its attorneys, shall file a petition in the Chancery Court of Lamar County, Mississippi, which petition shall recite the fact of the adoption of this Ordinance and shall pray for the approval, ratification and confirmation by the said Court of the enlargement and extension of the municipal boundaries and limits of the City of Hattiesburg, Mississippi as herein fixed and determined. Said petition shall have attached thereto a certified copy of this Ordinance and a plat or map showing the boundaries of the said City of Hattiesburg, Mississippi, as they will exist in the event such enlargement and extension becomes effective pursuant to this Ordinance.

SECTION 6. That this Ordinance shall become effective ten (10) days after the date of the entry of the Decree of the Chancery Court of Lamar County, Mississippi, ratifying, approving and confirming the enlargement and extension of the boundaries of the City of Hattiesburg, Mississippi as established by this Ordinance and Decree of said Chancery Court.

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

YEAS: NAYS:

The president thereby declared the motion carried and Ordinance adopted, this the ___ day of _____, A.D., _____.

(SEAL)

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the ____day of _____, A.D., _____.

_____ _____

CITY CLERK MAYOR

ORDINANCE NO. 3155
OF THE
CITY OF HATTIESBURG, MISSISSIPPI

An Ordinance Enlarging, Extending And Defining The Corporate Limits And Boundaries Of The City Of Hattiesburg, Forrest and Lamar County, Mississippi, To Include Certain Lands Situated In Lamar County, Mississippi

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

SECTION 1. Public convenience and necessity requiring the same, that the corporate boundaries and limits of the City of Hattiesburg, Forrest and Lamar County, Mississippi, be and the same are hereby extended and enlarged so as to embrace the following adjacent unincorporated lands and territory in Lamar County, Mississippi, to-wit:

Being part of the Northwest 1/4 of the Southeast 1/4 and part of the Northeast 1/4 of the Southwest 1/4 of Section 1, T-4-N, R-14-W, Lamar County, Mississippi, more particularly described as follows; Begin at an existing concrete highway marker at intersection of the West Right-of-Way of Interstate Highway No. 59 with the Southern Right-of-Way of the Longleaf Trace Rails to Trails, and thence run N 76°04'09" W along said Southern Right-of-Way of the Longleaf Trace Rails to Trails for 231.83 feet, thence run S 13°55'51" W along said Southern Right-of-Way for 50 feet, thence run N 76°04'09" W along said Southern Right-of-Way for 514.71 feet, thence run N 13°55'51" E along said Southern Right-of-Way for 25 feet, thence run N 76°04'09" W along said Southern Right-of-Way for 471.41 feet, thence run N 00°02'44" E along said Southern Right-of-Way for 15.45 feet, thence run N 76°04'09" W along said Southern Right-of-Way for 293.85 feet, more or less, to the Eastern Right-of-Way of West Hills Drive, thence run S 15°40'49" E along said Eastern Right-of-Way of West Hills Drive for 299.85 feet, thence run S 20°26'38" W along said Eastern Right-of-Way for 120.42 feet, thence run S 15°40'49" E along said Eastern Right-of-Way for 63.62 feet to the Northeast Right-of-Way flare of West 4th Street and West Hills Drive, Thence run S 71°58'36" E along said Right-of-Way flare for 31.81 feet to the Northern Right-of-Way of West 4th Street, thence run S 74°23'34" W for 136.46 feet to the Northwest Right-of-Way flare of West 4th Street and West Hills Drive, thence run Southwesterly along the North Right-of-Way of West 4th Street along a curve to the right with radius of 601.62 feet, a chord distance of 137.65 feet and a chord bearing of S 87°28'25" W for 137.95 feet, thence run N 85°57'27" W along said North Right-of-Way for 224.76 feet, thence run N 07°52'45" E for 173.40 feet, thence run N 03°55'09" E for 62.41', thence run East for 296.40 feet to the Western Right-of-Way of West Hills Drive, thence run N 15°40'49" W along said Western Right-of-Way for 295.92 feet, more or less, to the Southern Right-of-Way of the Longleaf Trace Rails to Trails, thence run N 21°13'15" W for 103.96 feet, more or less, to the Northern Right-of-Way of the Longleaf Trace Rails to Trails, thence run N

13°55'51" E along said Northern Right-of-Way for 25.00 feet, thence run S 76°04'09" E along said Northern Right-of-Way for 407.03 feet, thence run N 00°02'44" E along said Northern Right-of-Way for 25.75 feet, thence run S 76°04'09" E along said Northern Right-of-Way for 508.49 feet, thence run N 13°55'51" E along said Northern Right-of-Way for 25.00 feet, thence run S 76°04'09" E along said Northern Right-of-Way for 714.71 feet, thence run S 13°55'51" W along said Northern Right-of-Way for 50.00 feet, thence run S 76°04'09" E along said Northern Right-of-Way for 26.22 feet, more or less, to an existing concrete highway marker on the West Right-of-Way of Interstate Highway No. 59, thence run S 10°43'21" W along said West Right-of-Way of Interstate Highway No. 59 for 100.12 feet, more or less, back to the Point-of-Beginning. The above herein described parcel contains 8.60 acres, more or less.

SECTION 2. That the corporate limits and boundaries of the City of Hattiesburg , Mississippi, lying and being in Forrest and Lamar County, Mississippi, as enlarged, extended and fixed by this Ordinance shall be as follows, to-wit:

Beginning at the intersection of the Southwesterly bank of Bouie River and the North line of the NW-1/4 of the NW-1/4 of Section 3, T-4-N, R-13-W, in the County of Forrest, State of Mississippi, and thence run East along the North line of Section 3, to the intersection of the Southwesterly bank of Bouie River with the North line of the E-1/2 of said Section 3, thence run Southeasterly along the Southwesterly bank of Bouie River to its intersection with the Western Bank of Leaf River, thence run Southeasterly along the Western Bank of Leaf River to a point where it intersects with the south line of Section 32, T-4-N, R-12-W, thence run Westerly along the South line of said Section 32 to its SW Corner, said Corner being the same as the NE Corner of Section 6, T-3-N, R-12-W, thence run South along the Eastern line of Section 6, T-3-N, R-12-W, to the SE Corner of said Section 6, thence run West along the South line of Section 6, T-3-N, R-12-W, and along the South line of Section 1 and 2, T-3-N, R-13-W, to the intersection with the Eastern ROW line of U.S. Highway No. 49, thence run Southeasterly along the Eastern ROW line of said Highway to its intersection with the South line of Section 25, T-3-N, R-13-W, thence run West to the intersection with the Western ROW line of U.S. Highway No. 49, thence run Northwesterly along the Western ROW line of said Highway to its intersection with the Southern ROW line of U.S. Highway No. 98 By-pass, as presently located, thence run Westerly along the Southern ROW line of said Highway to its intersection with an extension of the Western margin line of the Walker Road, thence run Northerly with and along said extension and along the Western margin line of said Walker Road to its intersection with the Western margin line of the Carter Pitt Road, thence run Northwesterly along the Western margin line of Carter Pitt Road to its

intersection with the Western margin line of the Elks Lake Road, thence run Northerly along the Western margin line of said Elks Lake Road to its intersection with the North line of Section 3, T-3-N, R-13-W, thence run West along the North line of Section 3, 4 and 5, to the NE Corner of the NW-1/4 of said Section 5, thence run South to the NW corner of the SW-1/4 of the SE-1/4 of said Section 5, thence run East along the North line of said SW-1/4 of the SE-1/4 to the NE corner of the said SW-1/4 of the SE-1/4, thence run South along the East line of said SW-1/4 of the SE-1/4 to the SE corner of said quarter, also being the South line of Section 5, thence run West along the South line of Section 5 to the intersection with the South line of Section 5 and the Southern ROW line of a Public Road, thence run Northwesterly along said ROW line to the intersection with the Southern ROW line of said road and the West line of the said SW-1/4 of the SE-1/4, thence run South to the SE Corner of the SW-1/4 of said Section 5, thence run West along the South line of Section 5 to its intersection with the Western ROW line of Interstate Highway No. 59, thence run Northwesterly along the Western ROW line of said Highway No. 59 to the intersection with the South line of the SE 1/4 of the NE 1/4 of Section 6, T-3-N, R-13-W, Forrest County, Mississippi, and said ROW line, thence run N89°21'41"W along the said South line of the said SE-1/4 of the NE-1/4 for 684.46 feet more or less, to the East line of the Graham's Pine Acres Subdivision, thence run N34°02'44"W 74.33 feet more or less, to the SE corner of Lot 1 of said Subdivision, thence run N33°18'47"W along the East line of said Lot 1 for 189.08 feet more or less, to the NE corner of said Lot 1, thence run N39°17'15"W along the East line of said Lot 2 for 212.63 feet to the SE corner of Lot 3 of said Subdivision, thence run N37°39'51"W along the East line of said Lot 3 for 208.99 feet to the SE corner of Lot 4 of said Subdivision, thence run N40°20'19"W along the East line of said Lot 4 for 209.89 feet to the SE corner of Lot 5 of said Subdivision, thence run S72°48'24"W along the South line of said Lot 5 for 110.17 feet, thence run N38°57'10"W for 99.67 feet, thence run S72°27'16"W for 100.00 feet, thence run N38°54'31"W for 109.98 feet to the SW corner of Lot 6 of said Subdivision, thence run N72°29'45"E along the South line of said Lot 6 for 210.39 feet to the SE corner of said Lot 6, thence run N39°11'30"W along the East line of said Lot 6 for 209.35 feet to the SE corner of Lot 7 of said Subdivision, thence run N37°58'56"W along the East line of said Lot 7 for 209.90 feet to the SE corner of Lot 8 of said Subdivision, thence run N29°18'20"W along the East line of said Lot 8 for 210.12 feet to the NE corner of said Lot 8 , thence run S75°07'29"W along the North line of said Lot 8 for 211.22 feet to the East margin line of Sullivan-Kilrain Road, thence run Southwesterly for 37.43 feet, more or less, to the West margin line of Sullivan-Kilrain Road and the Southeast corner of the James H. And Patricia D. McPhail property, thence run South 69°24'05" West for 241.42 feet, thence run

South 28°37'30" East for 350.00 feet, thence run South 67°58'41" West for 181.60 feet, thence run South 39°02'26" East for 249.49 feet, thence run South 24°18'54" West for 193.28 feet, thence run North 89°25'02" West for 594.50 feet to the East Right-of-Way of U.S. Highway No. 11, thence continue North 89°25'02" West for 106.82 feet, more or less, to the West Right-of-Way of U.S. Highway No. 11, thence run Northeasterly along said West Right-of-Way for 252.00 feet more or less to a 4-1/2" round concrete monument, thence run N87°39'06"W for 940.43 feet more or less to a 4-1/2" round concrete monument, thence run N00°41'57"E for 607.52 feet more or less to a 4-1/2" round concrete monument and the NW corner of the SE-1/4 of the NW-1/4 of Section 6, T-3-N, R-13-W, Forrest County, Mississippi, thence run N89°05'44"E for 1,223.44 feet more or less to the West Right-of-Way of U.S. Highway No. 11, thence run Northeasterly along said West Right-of-Way for 571.50 feet, more or less, to the West Right-of-Way of Sullivan-Kilrain Road, thence run North 09°27'32" West along the West Right-of-Way of Sullivan-Kilrain Road for 155.01 feet, thence run N09°06'09"W along said West margin line for 567.83 feet to the North line of Section 6, T-3-N, R-13-W, Forrest County, Mississippi, thence run N88°16'08"W for 38.02 feet to the NW Corner of the NW 1/4 of the NE 1/4 of said Section 6, thence continue West along the North line of Section 6, to the NW Corner of said Section 6, said point being on the Forrest County/Lamar County line, thence run North along the Forrest County/Lamar County line to the intersection of the East line of Section 25, T-4-N, R-14-W, Lamar County, Mississippi, with the West Right-of-Way line of Interstate Highway No. 59, thence run in a Northwesterly direction following the West Right-of-Way line to a point of intersection with the South line of the Mississippi Power Company property as recorded in Deed Book 4F page 195; thence run West along the South line of said property to the Southwest corner thereof; thence run North along the West line of said property as recorded in Deed Book 4F pages 195 and 197 and with an extension of said West line to a point of intersection with the Northern Boundary of Crosby Richburg Road; thence run Northeasterly along said Northern boundary to a point of intersection with the East line of the West ½ of the West ½ of the Northeast ¼ of said Section 25, T-4-N, R-14-W, Lamar County, Mississippi; thence run North along and with said East line to the North line of said Section 25; thence run West along said North line to the Northwest corner of the Northeast ¼ of said Section 25; thence run North along the Half Section line of Section 24, Township 4 North, Range 14 West, to the Southeast corner of the Northwest ¼ of said Section 24; thence run West along and with the South line of said Northwest ¼ to the Southwest corner of said Section 24; thence run North along and with the West line of said Section 24 to a point marking the Southeast corner of the William Wicht property as recorded in Deed Book 4G page 168 of the land records of Lamar County,

Mississippi; thence run West along and with the South line of said property to the Southwest corner thereof, said point also being the Southeast corner of the Alex Currie property as recorded in Deed Book 5E page 974 of the land records of Lamar County, Mississippi; thence run West along and with said property line and an extension thereof to a point on the Southwest right-of-way line of Sandy Run Road; thence run Northwesterly along and with the Southwest right-of-way to a point at the intersection of an extension of the West line of the Robert Weathers property as recorded in Deed Book 9V page 439; thence run North along and with the extension and the West line of said property to Northwest corner thereof and being on the North line of Section 23, Township 4 North, Range 14 West; thence run East along and with the North line of said Section 23, said line also being the South line of Section 14, T-4-N, R-14-W, Lamar County, Mississippi, to the Western Row line of Oak Grove Road, thence run Northeasterly along the said Western ROW line for 447.95 feet more or less, to the Southern property corner described in Deed Book 15-X, Page 200, Lamar County, Mississippi; thence run N41°44'03"W for 115.09 feet, thence run N48°22'37"E for 143.23 feet, thence run S41°37'57"E for 115.30 feet more or less to the Western ROW line of said Oak Grove Road, thence run Northeasterly along said ROW for 45.38 feet more or less, to a iron pin described in said Deed Book and Page, thence run N42°27'00"W for 109.19 feet, all of which are described in said Deed Book 15-X, Page 200, Lamar County, Mississippi; thence run N04°00'00"E for 214.00 feet, thence run S71°00'00"E for 298.30 feet more or less to the Western ROW line of the said Oak Grove Road; said two calls are described in Deed Book 14-H, Page 144, Lamar County, Mississippi, thence run along said ROW line for 161.49 feet more or less to the Southeastern corner of the property described in Deed Book 18-D, Page 175, Lamar County, Mississippi, thence run N81°33'00"W for 198.48 feet more or less to the edge of a pond, thence run Northwesterly and along the edge of said for 169.39 feet as described in said Deed Book 18-D, Page 175; said point also being the Southwestern corner of the property described in Deed Book, 17-A, Page 414, Lamar County, Mississippi; from said corner run N03°00'00"E and along said pond for 61.00 feet, thence N56°19'00"E for 91.30 feet, thence run N76°56'00"E for 30.00 feet as described in the above said Deed Book 17-A, Page 414; said point also being the Southwestern Corner of the property described in Deed Book 10-M, Page 344, Lamar County, Mississippi, from said point run N08°05'00"E for 231.00 feet more or less to the South line of the East-1/2 of the NE-1/4 of the SW-1/4, Section 14, T-4-N, R-14-W, Lamar County, Mississippi; thence run West along said South line for 236.57 feet more or less to the SW corner of the said East-1/2 of the NE-1/4 of the SW-1/4, thence run North along the West line of the said East-1/2 of the NE-1/4 of the SW-1/4 for 459.40 feet, thence run East for 147.60 feet, thence run North

for 147.60 feet, thence run East for 630.94 feet more or less to the Western ROW line of Weathersby Road, Thence continue West for 115.11 feet more or less to the Eastern ROW line of Oak Grove Road, thence run in a Southwesterly Direction and along said ROW line for 2,316.00 feet more or less to the intersection with the Eastern ROW line of the said Oak Grove Road and the South line of the said Section 14, T-4-N, R-14-W, Lamar County, Mississippi; thence run east to the Northeast corner of the afore mentioned Section 23, said point also being the Southwest corner of Section 13, Township 4 North, Range 14 West; thence run North along and with the West line of said Section 13 to the Northwest corner of the Southwest ¼ of the Southwest ¼ of Section 13, Township 4 North, Range 14 West; thence run East along and with the North line of the South ¼ of Section 13 to a point at the intersection with the West right-of-way line of Interstate Highway No. 59; thence run North along the West right of way line of Interstate Highway No. 59 to the intersection with Southern right-of-way Old Highway No. 11; thence run Southwesterly along the Southern ROW line of Old Highway No. 11 for 800 feet, more or less, to a point being 80 feet due West of the West line of Park Avenue, thence run South for 399.80 feet, thence run East for 80 feet to a point on the West line of Park Avenue, thence run South along the West line of Park Avenue for 1037.90 feet to a point on the North line of Lakeview Drive, thence run West along the North line of Lakeview Drive for 346 feet, thence run North for 20 feet to a point on the South line of Section 12, T-4-N, R-14-W, Lamar County, Mississippi, thence run West along the South line of Section 12 for 20.70 feet, thence run North for 140 feet, thence run West for 70 feet, thence run South for 140 feet, thence run West for 83.80 feet to a point on the East line of the Lamar Park Estates Subdivision, said point being 20 feet North of the SE Corner of Lot 10, Block 3, of said Subdivision, thence run Northerly along the East line of the Lamar Park Estates Subdivision for 759 feet, thence run East for 95.50 feet to a point on the West line of the SW-1/4 of the SE-1/4 of said Section 12, thence run North along the West line of the said SW-1/4 of the SE-1/4 for 449.80 feet to the intersection with the Southern ROW line of Old Highway No. 11, thence run Southwesterly along the Southern ROW line of said Highway to the intersection with the Western ROW line of Westover Drive/Oak Grove Road, thence run North along the West ROW line of Westover Drive/Oak Grove Road to a point where said ROW widens, thence run S36°20'00"W along said ROW line of the widening of Westover Drive/Oak Grove Road and Old Highway No. 11 for 216.40 feet, thence run N28°58'00"W for 157.20 feet, thence run S61°02'00"W for 150 feet, thence run S28°50'00"E for 200 feet to the Northern ROW line of Old Highway No. 11/Oak Grove Road, thence run S55°32'00"W along said ROW line for 180.40 feet, thence run N12°19'00"W, record N12°15'00"W, for 377.60 feet, thence run S89°00'00"W for 239 feet, record 238.70 feet, thence run

S12°15'00"E for 460 feet, to the Northern ROW line of Old Highway No. 11/Oak Grove Road, thence run S60°57'00"W along said Northern ROW line for 614.90 feet, thence run North for 140 feet, thence run West for 110 feet, thence run North for 558.61 feet, thence run West for 312 feet, thence run South for 208 feet, thence run East for 211.30 feet to the West line of a gravel drive, thence run S09°45'00'E along the West line of the said gravel drive for 50.50 feet, thence run West for 195 feet, thence run South for 210 feet, thence run S04°45'00"E for 82.20 feet, thence run S65°39'00"W for 204.90 feet, thence run S21°21'00"E for 345 feet to the Northern ROW line of Old Highway No. 11/Oak Grove Road, thence run Southwesterly along said Northern ROW line of Old Highway No. 11/Oak Grove Road for 193 feet, thence run N23°30'00"W for 577.50 feet, thence run West for 290 feet, thence run S67°00'00"W for 301.60 feet to the intersection with the West line of Section 12, T-4-N, R-14-W, Lamar County, Mississippi, thence run South along the West line of Section 12 to the SE Corner of the N-1/2 of the SE- 1/4 of the SE-1/4 of Section 11, T-4-N, R-14-W, Lamar County, Mississippi, thence run West along and with the South line of the N-1/2 of the SE-1/4 of the SE-1/4 of said Section 11 to the Southwest corner thereof; thence run North along and with the West line of the SE-1/4 of the SE-1/4 of said Section 11 to the NW corner of the SE-1/4 of the SE-1/4 of said Section 11 , thence run West 596.40 feet, more or less, along the South line of the NW-1/4 of the SE-1/4 to a point which bears S89°16'50"W and is 660 feet from the NW Corner of the SW-1/4 of the SE-1/4 of Section 11, T-4-N, R-14-W, Lamar County, Mississippi, said NW Corner has previously been relocated and re- established by a decree in Chancery Court, thence run S00°43'10"E for 68.53 feet, thence run S87°46'50"W for 36.20 feet, thence run S43°10'50"W for 99.80 feet, thence run S31°53'50"W for 70.40 feet, thence run S02°13'10"E for 84.80 feet, thence run S34°57'10"E for 36 feet, thence run N87°46'50"E for 21.30 feet, thence run S01°07'58"W for 138.32 feet, thence run S18°53'16"W for 78.60 feet, thence run West for 206.35 feet, thence run North for 193.08 feet, thence run West for 324.27 feet to the East R.O.W. of Weathersby Road, thence run South along said East R.O.W. for 244.71 feet to a point which intersects an extension of the North margin of West Street; thence run West 46.98 feet, more or less, to the intersection of the West R.O.W. of Weathersby Road and the North margin line of West Street, thence run North 89°30'25" West along said North Margin 408.58 feet, thence run South 89°47'48" West for 200 feet, thence run North 00°12'12" West 10 feet, thence run South 89°47'45" West 81.26 feet, more or less, to the East line of Lakewood Subdivision, thence run North 00°25'23" East for 567.59 feet, thence run West 280.93 feet to the East R.O.W. of Lakewood Drive, thence run South 89°24'03" West for 50 feet to the West R.O.W. of Lakewood Drive, thence run South 00°27'23" East along said West R.O.W. for 200 feet to the Southeast corner of Lot 15 of said Lakewood

Subdivision, thence run West and along the South line of said Lot 15 for 269.05 feet to the Southwest corner of said Lot 15, thence run South 00°27'23" East for 1,097.00 feet to the Southwest corner of Lot 26 of said Lakewood Subdivision, thence run South 89°41'45" West for 9.48 feet, thence run South 00°13'49" East for 30.71 feet to a cotton spindle in Shears Drive, thence run North 89°47'22" West for 276 feet, thence run South 00°25'21" East for 662.94 feet, thence run North 89°47'22" West for 1,098.23 feet, thence run North 04°54'02" West for 62.64 feet, thence run North 01°19'32" West for 290.54 feet, thence run North 00°27'46" East for 153.54 feet, thence run North 00°17'04" East for 74.56 feet, thence run North 00°27'07" West for 81.79 feet, said point being 51.89 feet West of the Southwest corner of said Section 11, thence run West along the Section line common to Sections 10 and Section 15, all in Township 4 North, Range 14 West, to the NE corner of the NE ¼ of the NW ¼ of said Section 15; thence run South a distance of 1320 feet, more or less, to the SE corner of the NE ¼ of the NW ¼ of said Section 15; thence run West a distance of 900 feet, more or less; to a point on the South line of the NE ¼ of the NW ¼ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi, which point is 1705.50 feet East of the NW corner of the SW ¼ of the NW ¼ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi, and also being the NE corner of property described in the first legal description appearing in the Land Deed Book 13-S at Page 652 in the Office of the Chancery Clerk of Lamar County, Mississippi, thence run South 660 feet, thence run S89°52'27"E for 287.75 feet; thence run S03°23'30"E for 661.24 feet; thence run S89°58'52"E for 1818.24 feet, thence run S00°49'39"E for 1218.905 feet; thence run S88°56'03"W 278.02 feet; thence N02°33'32"W for 85.55 feet; thence run N52°08'30"W for 126.78 feet; thence run N30°03'53"E for 53.56 feet; thence run N73°04'19"W for 155.05 feet; thence run S21°14'51"W for 207.07 feet to the North margin line of Lincoln Road Extension (Sandy Run Road); thence run N68°11'11"W along said North margin for 336.88 feet; thence run N00°02'27E for 177.69 feet; thence run S89°46'05"W for 209.74 feet; thence run S00°09'44"E for 105.00 feet to said North margin; thence run N71°32'27"W along said North margin line for 164.00 feet; thence run N00°47'48"W for 210.00 feet; thence run N72°06'30"W for 104.85 feet to a point on the West line of the said NW ¼ of the SE ¼; thence run S01°34'07W for 212.21 feet, to the said North margin line; thence run N71°40'19"W along said North margin line for 502.495 feet; thence continue along said North margin line N71°24'03"W for 200.04 feet; thence run N00°20'21"E for 667.21 feet; to the South line of the NW ¼ of Section 15, Township 4 North, Range 14 West, Lamar County Mississippi, thence run N89°52'27"W on and along said South line 232.76 feet; thence run South for 382 feet, thence run North 60°02'00" West for 340.60 feet; thence

run South 21°45'00" West for 156.90 feet, more or less, to the North Right-of-Way of Sandy Run Road; thence run Northwesterly on and along said Right-of-Way for 1031.16 feet, thence run North 190.05 feet; thence run North 70°04'11" West for 165.74 feet; thence run North for 934.62 feet to a point being 312 feet due East of the NW corner of the SW ¼ of the NW ¼ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi; thence run East for 900 feet, more or less, to the NE corner of the SW ¼ of the NW ¼ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi; thence run North for 660 feet, more or less, to the SE corner of the NE ¼ of the NW ¼ of the NW ¼ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi; thence run West for 667.73 feet, more or less, to the SW corner of the NE ¼ of the NW ¼ of the NW ¼ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi; thence run North on and along the West line of the NE ¼ of the NW ¼ of the NW ¼ of said Section 15 for 260 feet, thence run West for 500 feet, more or less, to the NE corner of the property described in Deed Book 13-V, Page 600, in the Office of the Chancery Clerk of Lamar County, Mississippi (after excepting therefrom the South 60 feet as provided for in said Deed at said Book and Page); thence run South for 205.02 feet, more or less, to the SE corner of said property; thence run West for 170 feet, more or less, to the SW corner of said property and the East Right-of-Way of Hegwood Road; thence run North along said East Right-of-Way for 600 feet, more or less, to the North line of Section 16, Township 4 North, Range 14 West, Lamar County, Mississippi; thence run West on and along said North line for 1320 feet, more or less, to the NE corner of the NW ¼ of the NE ¼ of said Section 16, thence run South 00°17'42" East for 1146.04', more or less, to the North line of that certain 16th Section lease and contract recorded in Deed Book 10-W, Page 7 in the Office of the Chancery Clerk of Lamar County, Mississippi; thence run South 00°31'52" East on and along the East line of said property for 178.83 feet more or less to the Northwest corner of the SE ¼ of the NE ¼ of Section 16, T-4-N, R-14-W, Lamar County Mississippi, thence run Easterly along the North line of the said SE ¼ of the NE ¼ for 1276.80 more or less to the Western ROW line of Hegwood Drive; thence run Southerly on and along the said Western ROW line of Hegwood Drive for 905 feet more or less to the Northern ROW line of Lincoln Road Extension; thence run South for 100 feet to the Southern ROW line of Lincoln Road Extension; thence run Southwesterly and along said Southern ROW line for 516.25 feet more or less to the intersection with the said Southern ROW line of Lincoln Road Extension and an East line of the above said property, thence run South 00°19'40" East for 231.22 feet, more or less, to the SE corner of said property, thence run West for 1098 feet, more or less, to the NE corner of property described in that certain 16th Section land lease and contract recorded in Book 12-C at Page 163 in the Office of the

Chancery Clerk of Lamar County, Mississippi; thence run South for 1309.60 feet, more or less, to the SE corner of said property; thence run West for 1572.59 feet, more or less, to the SW corner of said property as described in that certain 16th Section land lease and contract recorded in Book 12-C at Page 163 in the Office of the Chancery Clerk of Lamar County, Mississippi, and to the East Right-of-Way of Norton Road (commonly referred to as Old Highway No. 11); thence run Southerly along and with said East right-of-way line to a point at the intersection of the South line of Section 16, Township 4 North, Range 14 West; thence run West along and with said South line to the SW corner of said Section 16; thence run North along and with said West line of Section 16 and Section 9, Township 4 North, Range 14 West, to the intersection with the East line of Section 17, same as the West line of said Section 16, Township 4 North, Range 14 West and the Southern most Right-of-Way (ROW) line of U.S. Highway No. 98, from said point of run Southwesterly on and along said Southern RQW line for 3185.60 feet more or less to a point that is 240 feet due South of the Southwest corner of Lot No. 78 of the Lake Serene North Subdivision as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County, Mississippi; thence run North for 240 feet to the said Southwest corner of Lot 78 of said platted subdivision, said point being a point on the Northern most ROW line of U.S. Highway No. 98; thence run N05°35'21"W along the West line of said Lot 78 for 474.00 feet more or less to the Northwest corner of said Lot 78, from said Northwest corner run in an Easterly direction on and along the Northern boundary line of Lots 78, 77, 76 and 75 of the said Lake Serene North Subdivision for 760.00 feet more or less to the Northwesterly corner of Lot 73 of said subdivision, thence run N65°30'00"E along the Northern line of said Lot 73 for 477.30 feet more or less to the Northeasterly corner of lot 73 and the Western ROW line of Barracuda Drive; thence run Northeasterly at right angles and perpendicular to the Northeastern ROW line of Barracuda Drive for 50 feet; thence run Northwesterly on and along the said ROW line for 63.37 feet more or less to the Northwest corner of Lot 58 of the Rolling Hills Subdivision, a platted subdivision in Lamar County, Mississippi, said point also being a point on the Southern ROW line of Windlass Drive; thence run N56°13'00"E on and along said Southern ROW line of Windlass Drive for 120.10 feet to the beginning of an 18°30'00" curve to the right; thence run along the arc of said curve and said ROW line for 119.65 feet; thence run S12°17'00"E for 293.29 feet more or less to the South line of said Lot 58; thence run N86°55'00"E along the South line of said Lot 58 for 235.55 feet more or less to the Southeast corner of said Lot 58 of said subdivision; thence run N86°39'00"E along the South line of Lot 59 of said subdivision for 330.00 feet more or less to the SE corner of said Lot 59 of said subdivision; thence run N87°21'00"E along the South line of Lot 60 of said subdivision for 110 feet; thence run N89°58'00" E for 473.10

feet along the South line of said Lot 60, said South line also being the North line of Lots 61 and 62 of the said Rolling Hills Subdivision, to the Western ROW line of said Windlass Drive; thence continue N89°58'00"E for 50 feet more or less to the Eastern ROW line of said Windlass Drive; thence run Southeasterly along said Eastern ROW line for 195.00 feet more or less to the Northwest corner of Lot 44 of the said Rolling Hills Subdivision; thence run N48°52'00"E along the Northwest line of said Lot 44 for 530.80 feet more or less to the Northeast corner of said Lot 44, said point also being the Northwest corner of Lot 43 of the said subdivision; thence run N89°23'00"E along the North line of said Lot 43 for 218.30 feet more or less to the East line of the SE ¼ of the SE ¼, Section 8, T-4-N, R-14-W, Lamar County, Mississippi, thence run North to a point of intersection with the Westerly extension of the North line of the William Hover property as recorded in Deed Book 12-O page 510 of the land records of Lamar County, Mississippi; thence run East along said extension and North line to the Northeast corner of said William Hover property as recorded in Deed Book 12-O page 510 of the land records of Lamar County, Mississippi; thence run Northeasterly to the Southwest corner of the Northwest ¼ of Section 10, Township 4 North, Range 14 West, Lamar County, Mississippi, thence run North along and with the West line of Section 10 to a point on the East right-of-way line of Gravel Pit Road; thence run Northeasterly along and with said right-of-way line to a point marking the Northwest corner of the Josh Morris property as recorded in Deed Book 12Y page 599; thence run Easterly along the North line of the Josh Morris property to the Northeast corner thereof; thence Southerly along the East line of the Josh Morris property to the SE corner thereof and being on the North line of Section 10, Township 4 North, Range 14 West; thence run East along the North line to the Northeast corner of Section 10, T-4-N, R-14-W, Lamar County, Mississippi, said point being also the Southwest corner of Section 2, T-4-N, R-14-W, thence run North along the West line of the Southwest ¼ of said Section 2, for 355 feet, more or less, to the Southernmost right-of-way of West 4th Street, thence run in an Easterly direction along the aforementioned Southern right-of-way for 1200.75 feet, thence run S 06°50'51" W for 10.94 feet, thence run S 01°24'52" W for 40.55 feet, thence run S 01°15'31" W for 51.15 feet, thence run S 07°03'42" E for 367.38 feet to the South line of said Section 2, said point being 1308.20 feet East of the Southwest corner of said Section 2, thence run East along the North line of Section 11 and Section 12, Township 4 North, Range 14 West, to the intersection with the West ROW line of Interstate Highway No. 59, thence run Northerly along the said West ROW line of Interstate Highway No. 59 to an existing concrete highway marker at the intersection of the South Right-of-Way of the Longleaf Trace Rails to Trails with the West Right-of-Way of Interstate Highway No. 59 , and thence run N 76°04'09" W along said Southern Right-of-Way of the Longleaf Trace

Rails to Trails for 231.83 feet, thence run S 13°55'51" W along said Southern Right-of-Way for 50 feet, thence run N 76°04'09" W along said Southern Right-of-Way for 514.71 feet, thence run N 13°55'51" E along said Southern Right-of-Way for 25 feet, thence run N 76°04'09" W along said Southern Right-of-Way for 471.41 feet, thence run N 00°02'44" E along said Southern Right-of-Way for 15.45 feet, thence run N 76°04'09" W along said Southern Right-of-Way for 293.85 feet, more or less, to the Eastern Right-of-Way of West Hills Drive, thence run S 15°40'49" E along said Eastern Right-of-Way of West Hills Drive for 299.85 feet, thence run S 20°26'38" W along said Eastern Right-of-Way for 120.42 feet, thence run S 15°40'49" E along said Eastern Right-of-Way for 63.62 feet to the Northeast Right-of-Way flare of West 4th Street and West Hills Drive, Thence run S 71°58'36" E along said Right-of-Way flare for 31.81 feet to the Northern Right-of-Way of West 4th Street, thence run S 74°23'34" W for 136.46 feet to the Northwest Right-of-Way flare of West 4th Street and West Hills Drive, thence run Southwesterly along the North Right-of-Way of West 4th Street along a curve to the right with radius of 601.62 feet, a chord distance of 137.65 feet and a chord bearing of S 87°28'25" W for 137.95 feet, thence run N 85°57'27" W along said North Right-of-Way for 224.76 feet, thence run N 07°52'45" E for 173.40 feet, thence run N 03°55'09" E for 62.41', thence run East for 296.40 feet to the Western Right-of-Way of West Hills Drive, thence run N 15°40'49" W along said Western Right-of-Way for 295.92 feet, more or less, to the Southern Right-of-Way of the Longleaf Trace Rails to Trails, thence run N 21°13'15" W for 103.96 feet, more or less, to the Northern Right-of-Way of the Longleaf Trace Rails to Trails, thence run N 13°55'51" E along said Northern Right-of-Way for 25.00 feet, thence run S 76°04'09" E along said Northern Right-of-Way for 407.03 feet, thence run N 00°02'44" E along said Northern Right-of-Way for 25.75 feet, thence run S 76°04'09" E along said Northern Right-of-Way for 508.49 feet, thence run N 13°55'51" E along said Northern Right-of-Way for 25.00 feet, thence run S 76°04'09" E along said Northern Right-of-Way for 714.71 feet, thence run S 13°55'51" W along said Northern Right-of-Way for 50.00 feet, thence run S 76°04'09" E along said Northern Right-of-Way for 26.22 feet, more or less, to an existing concrete highway marker on the West Right-of-Way of Interstate Highway No. 59, thence run Northerly along the said West ROW line of Interstate Highway No. 59 to the South line of Section 36, T-5-N, R-14-W, Forrest County, Mississippi; thence run West along the South line of Section 36 to a Concrete Monument at the SW corner of Section 36, T-5-N, R-14W, Forrest County, Mississippi, said corner also being the NE corner of Section 2, T-4-N, R-14-W, Lamar County Mississippi; thence run S00°38'37"E along the East line of said Section 2 for 2270.18 feet to a ½" Rebar and the North Right of Way Line of the Longleaf Trace Rails to Trails (Mississippi Central Railroad Co.) (Illinois Central Gulf Railroad),

thence run N76°03'42"W along the said Right of Way Line for 1093.48 feet to a ½" Rebar, thence run S13°56'18"W along said Right of Way Line for 50.00 feet to a ½" Rebar, thence run N76°03'42"W along said Right of Way Line for 1646.69 feet to a ½" Rebar and the West Line of the Northeast ¼" of Section 2; thence run S00°42'36W along West Line for 92.73 feet more or less to the South Right-of-Way of Longleaf Trace (Rails to Trails), thence run in a Northwesterly direction along said South Right-of-Way for 4115.00 feet, more or less, to the Northeast corner of that portion of The Community of Greystone that lies South of the Longleaf Trace (Rails to Trails), thence run S 00°04'43" W for 393.53 feet, thence run N 89°58'08" W for 1299.26 feet, thence run S 89°52'39" W for 2621.35 feet to the East Right-of-Way of Jackson Road, thence run N 00°57'29" W along said East Right-of-Way for 271.11 feet to the South Right-of-Way of the Longleaf Trace (Rails to Trails), thence run North along said East Right-of-Way for 100' to the North Right-of-Way of the Longleaf Trace (Rails to Trails), thence run N 00°06'42" W along said East Right-of-Way for 390.26 feet, thence run N 00°50'17" E along said East Right-of-Way of Jackson Road for 551.82 feet to the South line of Section 34, T-5-N, R-14-W, Forrest County, Mississippi, thence run West along the South line of said Section 34 and Section 33 to the SW Corner of Section 33, thence run North to the NW Corner of Section 33, thence run East along the North line of Section 33 to a point that is 430.00 feet due East of the NE corner of Section 33, thence run North for 120.00 feet, thence run East for 430.00 feet thence run South for 120.00 feet to the NE corner of Section 33, thence run East along the North lines of Sections 34, 35 and 36 to the NW Corner of the NE-1/4 of Section 36, thence run North to the NE Corner of the SE-1/4 of the SW-1/4 of Section 25, thence run West to a point 840 feet East of the SW Corner of the NE-1/4 of the SW-1/4 of said Section 25, thence run North for 630 feet, thence run West for 840 feet to a point on the West line of the said NE-1/4 of the SW-1/4, thence run North to a point on the Southwesterly ROW line of U.S. Highway No. 49, thence run Northwesterly along the Southwesterly ROW line of said Highway for 347 feet, thence run S 35°43' W to the Northeasterly margin line of the Hattiesburg-Rawls Springs Public Road, thence run Northwesterly along the Northeasterly margin line of said Public Road for 420 feet, more or less, to the Southernmost corner of the Spring Forrest Subdivision, thence run Northeasterly along the Southeasterly boundary of said Subdivision to the intersection with the Southwesterly R.O.W. line of U.S. Highway No. 49, thence run Northwesterly along the Southwesterly R.O.W. line of said Highway to the intersection with the North line of Section 25, T-5-N, R-14-W, thence run West along the South line of Section 24 and 23 to the intersection with the Northeasterly margin line of the Hattiesburg-Rawls Springs Public Road, thence run Northwesterly along the Northeasterly margin line of said Road for 641 feet, thence run N79°09'E for 183.8 feet, thence run

N80E for 115 feet, thence run N30°W for 105 feet, thence run N80°E for 135 feet, thence run N00°34'E for 520 feet to the Southwesterly R.O.W. line of U.S. Highway No. 49, thence run Northwesterly along the Southwesterly ROW line of said Highway to its intersection with the North line of Section 15, T-5-N, R-14-W, thence run East along the North line of Section 15 to a point being 750 feet East of the NW Corner of the NE-1/4 of said Section 15, thence run South for 625 feet, thence run S46°15'W for 75 feet, thence run South for 275 feet, thence run S46°15'W for 630 feet, more or less, to the intersection with the Northeasterly R.O.W. line of U.S. Highway No. 49, thence run Southeasterly along the Northeasterly ROW line of said Highway to its intersection with the North line of the S-1/2 of the N-1/2 of the SW-1/4 of the NE-1/4 of Section 15, thence run East to the East line of Section 15, thence run North to the SW Corner of the N-1/2 of the NW-1/4 of the NW-1/4 of Section 14, thence run East to the SE Corner of the N-1/2 of the said NW-1/4 of the NW-1/4, thence run North to the NE Corner of the said NW- 1/4 of the NW-1/4, thence run East to the Southwesterly bank of Bouie River, thence run Southeasterly along the Southwesterly bank of Bouie River to its intersection with the North line of the S-1/2 of the S-1/2 of Section 14, thence run West to a point 370 feet West of the NE Corner of the SE-1/4 of the SW-1/4 of said Section 14, thence run South to the intersection with the Southern margin line of the Rawls Springs-Lux Public Road, thence run Southwesterly along the Southern margin line of said Road to its intersection with the Northeasterly ROW line of U.S. Highway No. 49, thence run Southeasterly along the Northeasterly ROW line of said Highway to its intersection with the centerline of Big Creek, thence run Easterly along the centerline of Big Creek to its intersection with the Southwesterly Bank of Bouie River, thence run Southeasterly along the Southwesterly Bank of Bouie River to its intersection with the North line of the NW-1/4 of the NW-1/4 of Section 3, T-4-N, R-13-W, Forrest County, Mississippi, and back to the Point of Beginning.

SECTION 3. The City of Hattiesburg shall make the following improvements in said annexed territory to be completed with a reasonable time, not to exceed five (5) year from the effective date of this Ordinance, unless delayed by war or military preparedness:

(a) Improve existing streets and drainage;
(b) Install water lines, water service, sewage disposal lines, and street lighting, where necessary and economically feasible;
(c) Said services shall be furnished in the same manner and to the same extent as such services are being furnished to the present citizens of the municipality.

SECTION 4. That the City of Hattiesburg shall furnish to the said annexed territory the

following municipal and public services in the same manner and to the same extent as such services are being furnished to the present citizens of the municipality, such services to being on the effective sate of this ordinance, to with:

(a) Police Protection;
(b) Fire Protection;
(c) Garbage removal;
(d) Trash and other debris removal;
(e) Pest control;
(f) Maintenance of existing streets;
(g) The right to exercise the ballot in municipal elections upon registering and meeting all statutory and constitutional requirements and upon proper approval of the changes created by this Ordinance under the Voting Rights Act of 1965, as amended, and the use and benefit of all other municipal services that fall to present citizens of the municipality of the City of Hattiesburg, Mississippi, and the use and benefit of all other municipal services and facilities furnished by the City of Hattiesburg to all of the present citizens of the municipality.

SECTION 5. The City of Hattiesburg, Mississippi, through its attorneys, shall file a petition in the Chancery Court of Lamar County, Mississippi, which petition shall recite the fact of the adoption of this Ordinance and shall pray for the approval, ratification and confirmation by the said Court of the enlargement and extension of the municipal boundaries and limits of the City of Hattiesburg, Mississippi as herein fixed and determined. Said petition shall have attached thereto a certified copy of this Ordinance and a plat or map showing the boundaries of the said City of Hattiesburg, Mississippi, as they will exist in the event such enlargement and extension becomes effective pursuant to this Ordinance.

SECTION 6. That this Ordinance shall become effective ten (10) days after the date of the entry of the Decree of the Chancery Court of Lamar County, Mississippi, ratifying, approving and confirming the enlargement and extension of the boundaries of the City of Hattiesburg, Mississippi as established by this Ordinance and Decree of said Chancery Court.

The foregoing Ordinance having been reduced to writing, the same was introduced by Councilman Carroll, seconded by Councilman Delgado and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The president thereby declared the motion carried and Ordinance adopted, this the 7th day of April, A.D., 2015.

(SEAL)

Debra K Bernardo
CLERK OF COUNCIL

K. Brady
PRESIDENT

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the 7th day of April, A.D., 2015.

Sharon Watts D.C.
CITY CLERK

MAYOR

City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2015-1785

File ID: 2015-1785 **Type:** Resolution **Status:** Passed

Version: 1 **Reference:** **In Control:** City Council

File Created: 03/31/2015

Brief Title: Adopt Resolution declaring necessity and intention to issue General Obligation Note, Series 2015, in an amount not to exceed $2,000,000

Final Action: 04/07/2015

Minute Book Number: MB2015-99

Title: Adopt a Resolution declaring the necessity and intention of the Mayor and City Council of the City of Hattiesburg, Mississippi, to issue a General Obligation Note, Series 2015, of the City of Hattiesburg, Mississippi in the principal amount of not to exceed Two Million Dollars ($2,000,000.00) to provide funds for design, demolition, repair, renovation, and construction of a Public Safety Complex, and directing publication of notice of sale.

Notes:

Sponsors:

Enactment Date:

Attachments: Intent Resolution Note Sale Architect Fees, executed
Intent Resolution Note Sale Architect Fees
RES#2015-63

Enactment Number:

Contact:

Meeting Date: 04/07/2015

Drafter:

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/07/2015	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Adopt a Resolution declaring the necessity and intention of the Mayor and City Council of the City of Hattiesburg, Mississippi, to issue a General Obligation Note, Series 2015, of the City of Hattiesburg, Mississippi in the principal amount of not to exceed Two Million Dollars ($2,000,000.00) to provide funds for design, demolition, repair, renovation, and construction of a Public Safety Complex, and directing publication of notice of sale.

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

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Yea:	5	Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor
ΓEL-No Vote:	0	

Text of Legislative File 2015-1785

Title

Adopt a Resolution declaring the necessity and intention of the Mayor and City Council of the City of Hattiesburg, Mississippi, to issue a General Obligation Note, Series 2015, of the City of Hattiesburg, Mississippi in the principal amount of not to exceed Two Million Dollars ($2,000,000.00) to provide funds for design, demolition, repair, renovation, and construction of a Public Safety Complex, and directing publication of notice of sale.

Summary

Expenditure Type

Purchasing Item

Publication Information

Publish one time in Hattiesburg American

The Mayor and City Council of the City of Hattiesburg, Mississippi (the "City"), took up for consideration the matter of issuing a General Obligation Note, Series 2015, of said City. After a discussion of the subject, Councilperson _____ offered and moved for the adoption of the following resolution:

RESOLUTION DECLARING THE NECESSITY AND INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, TO ISSUE A GENERAL OBLIGATION NOTE, SERIES 2015, OF THE CITY OF HATTIESBURG, MISSISSIPPI IN THE PRINCIPAL AMOUNT NOT TO EXCEED TWO MILLION DOLLARS ($2,000,000) TO PROVIDE FUNDS FOR DESIGN, DEMOLITION, REPAIR, RENOVATION, AND CONSTRUCTION OF A PUBLIC SAFETY COMPLEX, AND DIRECTING PUBLICATION OF NOTICE OF SALE.

WHEREAS, the Mayor and City Council of the City of Hattiesburg, Mississippi (the "Governing Body"), acting for and on behalf of the City of Hattiesburg, Mississippi (the "City"), hereby finds, determines, adjudicates and declares as follows:

1. The City is authorized by Miss. Code Ann. § 17-21-51, *et seq.,* as amended from time to time (the "Act"), to issue negotiable Notes and Certificates of Indebtedness for any purpose for which the City is authorized by law to issue bonds, notes, or certificates of indebtedness.
2. The City is authorized to issue bonds for the purposes of design, demolition, repair, renovation, and construction of a Public Safety Complex, pursuant to Miss. Code Ann. § 21-33-301(a) and Miss Code. Ann. § 21-37-3.
3. The assessed value of all taxable property within the City, according to the last complete assessment for taxation is Four Hundred Seventeen Million Four Hundred Forty-Nine Thousand Six Hundred Thirteen Dollars ($417,449,613.00). The City has outstanding bonded indebtedness subject to the fifteen percent (15%) debt limit prescribed by Miss. Code Ann. § 21-33-303 in the amount of Thirteen Million Eight Hundred Forty-Five Thousand Dollars ($13,845,000.00), and the proposed indebtedness will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City.
4. The City reasonably expects that it may incur expenditures prior to the issuance of the Note, which it intends to reimburse with the proceeds of the Note upon the issuance thereof. This declaration of official intent to reimburse expenditures made prior to the issuance of the Note in anticipation of the issuance of the Note is made pursuant to Department of Treasury Regulations Section 1.150-2 (the reimbursement regulations). The Project for which such expenditures are made is the same as described hereinabove. The maximum amount of debt expected to be issued for the Project is the amount hereinabove set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL ACTING FOR AND ON BEHALF OF THE CITY AS FOLLOWS:

Section 1. The Governing Body hereby declares its intention to issue a General Obligation Note, Series 2015, of the City in the principal amount not to exceed Two Million Dollars ($2,000,000.00) pursuant to the provisions of and as authorized by Miss. Code Ann. § 17-21-51, *et seq*., for the purpose of providing funds to pay for design, demolition, repair, renovation, and construction of a Public Safety Complex, and directing publication of Notice of Sale.

Section 2.(a) The note will be a General Obligation of the City and will be secured by the full faith and credit of the City in an amount which will be sufficient to pay principal and interest on the note as each becomes due and payable.

Section 2.(b) The City presently has no outstanding indebtedness issued under the Act.

Section 3. The terms and conditions for the Note and the form of the Note shall be those agreed upon between the City and the party agreeing to purchase the Note and shall be in conformance with the requirements of the Act and this Note Resolution. The Note will be subject to redemption prior to its stated date of maturity, in whole at any time, or in part on any interest payment date, at par, plus accrued interest to the date of redemption.

Section 4. As required by Section 17-21-53, Mississippi Code of 1972, as amended, the Clerk is hereby authorized and directed to give Notice by publishing an advertisement at least one (1) time in the *Hattiesburg American,* a newspaper having general circulation within the City of Hattiesburg, Mississippi, the publication thereof to be made at least ten (10) days preceding the date fixed herein for the receipt of bids. The Notice shall be in substantially the following form:

[remainder of page left blank intentionally]

NOTICE OF NOTE SALE
$2,000,000.00 GENERAL OBLIGATION NOTE
OF THE CITY OF HATTIESBURG, MISSISSIPPI

Sealed proposals for the issuance of the Note will be received pursuant to this Notice. The issue is for the City of Hattiesburg, Mississippi (the "City") and is authorized by § 17-21-51, *et seq*., Mississippi Code of 1972, as amended (the "Act"). The issue will be in the principal amount not to exceed Two Million Dollars ($2,000,000.00).

Sealed proposals will be received by the Mayor and City Council at the Office of the City Clerk of the City of Hattiesburg, Mississippi, located at City Hall, 200 Forrest Street, Post Office Box 1898, Hattiesburg, Mississippi 39403, until the hour of 4:00 o'clock p.m. on Tuesday, May 5, 2015, at which time and at such place, all bids will be publicly opened for the purchase, at not less than par and accrued interest, of the above referenced Note of the City.

The terms and conditions for the Note and the form of the Note shall be those agreed upon between the City and the successful bidder for the Note and shall be in conformance with the Act and the Note Resolution, both as hereinafter defined; provided, however, that it is the City's present intent to provide for draws on the Note in advances necessary for the project described below; and provided further, however, that the rate of interest shall not exceed that now or hereafter authorized in Section 75-17-101, Mississippi Code of 1972.

The Note shall mature as to principal and interest in five approximately equal installments due annually from the date of issuance thereof, commencing on the first anniversary of the date of the issuance of the Note. The Note will be subject to redemption prior to its stated date of maturity, in whole at any time, or in part on any interest payment date, at par, plus accrued interest to the date of redemption.

The Note will be a general obligation of the City of Hattiesburg, Mississippi, will be secured by the full faith, credit and taxing power of the City and will be funded annually by the City in an amount which shall be sufficient to pay the principal and interest on the Note as it becomes due and payable.

The interest on the Note is exempt from Federal income taxes under existing laws, regulations, rulings and judicial decisions with such exceptions as shall be required by the Internal Revenue Code of 1986, as amended (the "Code"). Under existing law, interest on the Note is exempt from present taxes imposed by the State of Mississippi and any county, municipality or other political subdivision of the State of Mississippi, except for inheritance, estate and transfer taxes.

The Note is designated as "Qualified Tax-Exempt Obligation" as described in § 265(b)(3) of the Internal Revenue Code of 1986, U.S.C. 265.

Proposals should be addressed to the Mayor and City Council of the City of Hattiesburg, Mississippi, c/o Kermas Eaton, Deputy City Clerk, City Hall, 200 Forrest Street, Hattiesburg, Mississippi 39403, should be plainly marked "Proposal for Negotiable Note, Series 2015", and should be filed with the Deputy Clerk of the City on or prior to the date and hour hereinabove named.

Information with respect to the indebtedness may be obtained from the Office of the City Clerk of the City of Hattiesburg, Mississippi.

NO OFFICIAL STATEMENT OR OTHER OFFERING DOCUMENT WILL BE PREPARED IN CONNECTION WITH THE SALE AND ISSUANCE OF THE NOTE.

The principal amount of the Note is being sold to a single purchaser who will have knowledge and experience in financial and business matters making it capable of evaluating the merits and risks of the prospective investment. The Note shall be sold to a purchaser without a view for distributing said Note. The purchaser of said Note shall be required to execute a certification at closing to the effect that the Note is being purchased for the account of the purchaser without the intent to distribute. Based on the foregoing, the Note will be exempt from the continuing disclosure requirements of SEC Rule 15c2-12.

Financial records and information of the City are available upon request to the City Clerk.

By Order of the Mayor and City Council of the City of Hattiesburg, Mississippi, this the 7th day of April, 2015.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____
CITY CLERK

Publication Date: April 10, 2015

Section 4. The Governing Body proposes to direct the issuance of the Note in the amount and for the aforesaid purposes at a meeting of the Governing Body to be held at its regular meeting place at City Hall, located at 200 Forrest Street, City of Hattiesburg, Mississippi, at 5:00 o'clock p.m. on Tuesday, May 5, 2015 or at some meeting held subsequent thereto.

Section 5. The City hereby covenants that it will not make any use of the proceeds of the Note or do or suffer any other action that would cause: (i) the Note to be "arbitrage bonds: as such term is defined in Section 148(a) of the Internal Revenue Code of 1986, as amended ("Code"), and the Regulations promulgated thereunder; (ii) the interest on the Note to be included in the gross income of the Registered Owners thereof for federal income taxation purposes; or (iii) the interest on the Note to be treated as an item of tax preference under Section 57(a)(5) of the Code.

Section 6. The City represents as follows:

(a) The City shall timely file with the Ogden, Utah Service Center of the Internal Revenue Service, such information report or reports as may be required by Section 148(f) and 149(e) of the Code;
(b) The City shall take no action that would cause the Note to be "federally guaranteed" within the meaning of Section 149(b) of the Code;
(c) The City shall take all necessary action to have the Note registered within the meaning of Section 149(a) of the Code;
(d) The City will not employ any device or abusive transaction with respect to the investment of the proceeds of the Note.

Section 7. The City hereby covenants that it shall make, or cause to be made, the rebate required by Section 148(f) of the Code ("Rebate") in the manner described in Regulation §§1.148-1 through 1.148-11, as such regulations and statutory provisions may be modified insofar as they apply to the Note. In accordance therewith, the City shall:

Within sixty (60) days of the last day of the fifth and each succeeding fifth "bond year" (which shall be the five-year period ending on the date five years subsequent to the date of the closing, unless another date is selected by the Council of the City of Hattiesburg, and each succeeding fifth "bond year"), and within sixty (60) days of the date the last bond that is part of the Note is discharged the City shall (i) calculate, or cause to be calculated, the "rebate amount" as of each "computation date" or the "final computation date" attributable to any investment in "investment-type property" made by the City, of "gross proceeds" of the Note, and (ii) remit the following to the United States Treasury within sixty (60) days of the last day of the fifth and each succeeding fifth "bond year": (A) an amount of money equal to such "rebate amount" (treating for purposes of such calculation any previous payments made to the United States Treasury on account of such "rebate amount" as if the payment on any such date was an "expenditure" constituting a "rebate payment"), (B) the calculations supporting the amount of "rebate amount" attributable to any investments in "investment-type property" made by the City of gross proceeds of the Note and (C) any other information required to comply with Section 148 of the Code.

The City shall keep accurate records of each investment-type property (as that term is defined in Section 148(b) of the Code), if any, acquired, directly or indirectly, with "gross proceeds" of the Note and each expenditure it makes with "gross proceeds". Such records shall include the purchase price, nominal interest rate, dated date, maturity date, type of property, frequency of periodic payments, period of compounding, yield to maturity, amount actually or constructively realized on disposition, disposition date, and evidence of the "fair market value" of such property on the purchase date and disposition date (or deemed purchase or disposition date), for each item of such "investment-type property".

Section 8. The City hereby designates the Note as "qualified tax-exempt obligations" as defined in and for the purposes of Section 265(b)(3) of the Code. For purposes of this designation, the City hereby represents that:

(i) The City reasonably anticipates that the amount of tax-exempt obligations to be issued by it during the period from January 1, 2015 to December 31, 2015 and the amount of obligations designated as "qualified tax-exempt obligations" by it, will not exceed $10,000,000 when added to the aggregate principal amount of the Note; and

(ii) For purposes of this Section 9, the following obligations are not taken into account in determining the aggregate principal amount of tax-exempt obligations issued by the City: (i) a private activity bond as defined in Section 141 of the Code (other than a qualified 501(c)(3) bond, as defined in Section 145 of the Code); and (ii) any obligation issued to refund any other tax-exempt obligation (other than to advance refund within the meaning of Section 149(d)(5) of the Code) as provided in Section 265(b)(3)(c) of the Code.

Section 9. The interest on the Note is exempt from Federal income taxes under existing laws, regulations, rulings and judicial decisions with such exceptions as shall be required by the Internal Revenue Code of 1986. Under existing law, interest on the Note is exempt from present taxes imposed by the State of Mississippi and any county, municipality or other political subdivision of the State of Mississippi, except for inheritance, estate and transfer taxes.

Section 10. The principal amount of the Note is being sold to a single purchaser who will have knowledge and experience in financial and business matters making it capable of evaluating the merits and risks of the prospective investment. The Note shall be sold to a purchaser without a view for distributing said Note. The purchaser of said Note shall be required to execute a certification at closing to the effect that the Note is being purchased for the account of the purchaser without the intent to distribute. Based on the foregoing, the Note will be exempt from the continuing disclosure requirements of SEC Rule 15c2-12.

Section 11. The City reasonably expects that it may incur expenditures prior to the issuance of the Note, which it intends to reimburse with the proceeds of the Note upon the issuance thereof. This declaration of official intent to reimburse expenditures made prior to the issuance of the Note in anticipation of the issuance of the Note is made pursuant to Department of Treasury Regulations Section 1.150-2 (the reimbursement

regulations). The Project for which such expenditures are made is the same as described hereinabove set forth.

Section 12. Each of the following constitutes an event of default under the Resolution:

(i) Failure by the City to pay any installment of principal of or interest on the Note at the time required;

(ii) Failure by the City to perform or observe any other covenant, agreement or condition on its part contained in this Resolution or in the Note, and the continuance thereof for a period of thirty (30) days after written notice thereof to the City by the registered owner or the outstanding Note; or

(iii) An Act of Bankruptcy occurs.

An "Act of Bankruptcy" shall mean the filing of a petition in bankruptcy by or against the City under any applicable bankruptcy, insolvency, reorganization or similar law, now or hereafter in effect.

Section 13. The Mayor and City Clerk are hereby authorized to execute such documents as may be necessary to effectuate the purposes of this Resolution.

Section 14. If any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

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 roll call vote, to wit:

YEAS: NAYS:

The motion having received the foregoing vote of the Governing Body, the President of the City Council declared the motion carried and the Resolution adopted, on this the 7th day of April, 2015.

[S E A L]

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 7th day of April, 2015.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

The Mayor and City Council of the City of Hattiesburg, Mississippi (the "City"), took up for consideration the matter of issuing a General Obligation Note, Series 2015, of said City. After a discussion of the subject, Councilperson Carroll offered and moved for the adoption of the following resolution:

RESOLUTION DECLARING THE NECESSITY AND INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, TO ISSUE A GENERAL OBLIGATION NOTE, SERIES 2015, OF THE CITY OF HATTIESBURG, MISSISSIPPI IN THE PRINCIPAL AMOUNT NOT TO EXCEED TWO MILLION DOLLARS ($2,000,000) TO PROVIDE FUNDS FOR DESIGN, DEMOLITION, REPAIR, RENOVATION, AND CONSTRUCTION OF A PUBLIC SAFETY COMPLEX, AND DIRECTING PUBLICATION OF NOTICE OF SALE.

WHEREAS, the Mayor and City Council of the City of Hattiesburg, Mississippi (the "Governing Body"), acting for and on behalf of the City of Hattiesburg, Mississippi (the "City"), hereby finds, determines, adjudicates and declares as follows:

1. The City is authorized by Miss. Code Ann. § 17-21-51, *et seq.*, as amended from time to time (the "Act"), to issue negotiable Notes and Certificates of Indebtedness for any purpose for which the City is authorized by law to issue bonds, notes, or certificates of indebtedness.
2. The City is authorized to issue bonds for the purposes of design, demolition, repair, renovation, and construction of a Public Safety Complex, pursuant to Miss. Code Ann. § 21-33-301(a) and Miss Code. Ann. § 21-37-3.
3. The assessed value of all taxable property within the City, according to the last complete assessment for taxation is Four Hundred Seventeen Million Four Hundred Forty-Nine Thousand Six Hundred Thirteen Dollars ($417,449,613.00). The City has outstanding bonded indebtedness subject to the fifteen percent (15%) debt limit prescribed by Miss. Code Ann. § 21-33-303 in the amount of Thirteen Million Eight Hundred Forty-Five Thousand Dollars ($13,845,000.00), and the proposed indebtedness will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City.
4. The City reasonably expects that it may incur expenditures prior to the issuance of the Note, which it intends to reimburse with the proceeds of the Note upon the issuance thereof. This declaration of official intent to reimburse expenditures made prior to the issuance of the Note in anticipation of the issuance of the Note is made pursuant to Department of Treasury Regulations Section 1.150-2 (the reimbursement regulations). The Project for which such expenditures are made is the same as described hereinabove. The maximum amount of debt expected to be issued for the Project is the amount hereinabove set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL ACTING FOR AND ON BEHALF OF THE CITY AS FOLLOWS:

Section 1. The Governing Body hereby declares its intention to issue a General Obligation Note, Series 2015, of the City in the principal amount not to exceed Two Million Dollars ($2,000,000.00) pursuant to the provisions of and as authorized by Miss. Code Ann. § 17-21-51, *et seq.*, for the purpose of providing funds to pay for design, demolition, repair, renovation, and construction of a Public Safety Complex, and directing publication of Notice of Sale.

Section 2.(a) The note will be a General Obligation of the City and will be secured by the full faith and credit of the City in an amount which will be sufficient to pay principal and interest on the note as each becomes due and payable.

Section 2.(b) The City presently has no outstanding indebtedness issued under the Act.

Section 3. The terms and conditions for the Note and the form of the Note shall be those agreed upon between the City and the party agreeing to purchase the Note and shall be in conformance with the requirements of the Act and this Note Resolution. The Note will be subject to redemption prior to its stated date of maturity, in whole at any time, or in part on any interest payment date, at par, plus accrued interest to the date of redemption.

Section 4. As required by Section 17-21-53, Mississippi Code of 1972, as amended, the Clerk is hereby authorized and directed to give Notice by publishing an advertisement at least one (1) time in the *Hattiesburg American,* a newspaper having general circulation within the City of Hattiesburg, Mississippi, the publication thereof to be made at least ten (10) days preceding the date fixed herein for the receipt of bids. The Notice shall be in substantially the following form:

[remainder of page left blank intentionally]

NOTICE OF NOTE SALE
$2,000,000.00 GENERAL OBLIGATION NOTE
OF THE CITY OF HATTIESBURG, MISSISSIPPI

Sealed proposals for the issuance of the Note will be received pursuant to this Notice. The issue is for the City of Hattiesburg, Mississippi (the "City") and is authorized by § 17-21-51, *et seq.*, Mississippi Code of 1972, as amended (the "Act"). The issue will be in the principal amount not to exceed Two Million Dollars ($2,000,000.00).

Sealed proposals will be received by the Mayor and City Council at the Office of the City Clerk of the City of Hattiesburg, Mississippi, located at City Hall, 200 Forrest Street, Post Office Box 1898, Hattiesburg, Mississippi 39403, until the hour of 4:00 o'clock p.m. on Tuesday, May 5, 2015, at which time and at such place, all bids will be publicly opened for the purchase, at not less than par and accrued interest, of the above referenced Note of the City.

The terms and conditions for the Note and the form of the Note shall be those agreed upon between the City and the successful bidder for the Note and shall be in conformance with the Act and the Note Resolution, both as hereinafter defined; provided, however, that it is the City's present intent to provide for draws on the Note in advances necessary for the project described below; and provided further, however, that the rate of interest shall not exceed that now or hereafter authorized in Section 75-17-101, Mississippi Code of 1972.

The Note shall mature as to principal and interest in five approximately equal installments due annually from the date of issuance thereof, commencing on the first anniversary of the date of the issuance of the Note. The Note will be subject to redemption prior to its stated date of maturity, in whole at any time, or in part on any interest payment date, at par, plus accrued interest to the date of redemption.

The Note will be a general obligation of the City of Hattiesburg, Mississippi, will be secured by the full faith, credit and taxing power of the City and will be funded annually by the City in an amount which shall be sufficient to pay the principal and interest on the Note as it becomes due and payable.

The interest on the Note is exempt from Federal income taxes under existing laws, regulations, rulings and judicial decisions with such exceptions as shall be required by the Internal Revenue Code of 1986, as amended (the "Code"). Under existing law, interest on the Note is exempt from present taxes imposed by the State of Mississippi and any county, municipality or other political subdivision of the State of Mississippi, except for inheritance, estate and transfer taxes.

The Note is designated as "Qualified Tax-Exempt Obligation" as described in § 265(b)(3) of the Internal Revenue Code of 1986, U.S.C. 265.

Proposals should be addressed to the Mayor and City Council of the City of Hattiesburg, Mississippi, c/o Kermas Eaton, Deputy City Clerk, City Hall, 200 Forrest Street, Hattiesburg, Mississippi 39403, should be plainly marked "Proposal for Negotiable Note, Series 2015", and should be filed with the Deputy Clerk of the City on or prior to the date and hour hereinabove named.

Information with respect to the indebtedness may be obtained from the Office of the City Clerk of the City of Hattiesburg, Mississippi.

NO OFFICIAL STATEMENT OR OTHER OFFERING DOCUMENT WILL BE PREPARED IN CONNECTION WITH THE SALE AND ISSUANCE OF THE NOTE.

The principal amount of the Note is being sold to a single purchaser who will have knowledge and experience in financial and business matters making it capable of evaluating the merits and risks of the prospective investment. The Note shall be sold to a purchaser without a view for distributing said Note. The purchaser of said Note shall be required to execute a certification at closing to the effect that the Note is being purchased for the account of the purchaser without the intent to distribute. Based on the foregoing, the Note will be exempt from the continuing disclosure requirements of SEC Rule 15c2-12.

Financial records and information of the City are available upon request to the City Clerk.

By Order of the Mayor and City Council of the City of Hattiesburg, Mississippi, this the 7th day of April, 2015.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Sharon Waits D.C.
CITY CLERK

Publication Date: April 10, 2015

Section 4. The Governing Body proposes to direct the issuance of the Note in the amount and for the aforesaid purposes at a meeting of the Governing Body to be held at its regular meeting place at City Hall, located at 200 Forrest Street, City of Hattiesburg, Mississippi, at 5:00 o'clock p.m. on Tuesday, May 5, 2015 or at some meeting held subsequent thereto.

Section 5. The City hereby covenants that it will not make any use of the proceeds of the Note or do or suffer any other action that would cause: (i) the Note to be "arbitrage bonds: as such term is defined in Section 148(a) of the Internal Revenue Code of 1986, as amended ("Code"), and the Regulations promulgated thereunder; (ii) the interest on the Note to be included in the gross income of the Registered Owners thereof for federal income taxation purposes; or (iii) the interest on the Note to be treated as an item of tax preference under Section 57(a)(5) of the Code.

Section 6. The City represents as follows:

(a) The City shall timely file with the Ogden, Utah Service Center of the Internal Revenue Service, such information report or reports as may be required by Section 148(f) and 149(e) of the Code;
(b) The City shall take no action that would cause the Note to be "federally guaranteed" within the meaning of Section 149(b) of the Code;
(c) The City shall take all necessary action to have the Note registered within the meaning of Section 149(a) of the Code;
(d) The City will not employ any device or abusive transaction with respect to the investment of the proceeds of the Note.

Section 7. The City hereby covenants that it shall make, or cause to be made, the rebate required by Section 148(f) of the Code ("Rebate") in the manner described in Regulation §§1.148-1 through 1.148-11, as such regulations and statutory provisions may be modified insofar as they apply to the Note. In accordance therewith, the City shall:

Within sixty (60) days of the last day of the fifth and each succeeding fifth "bond year" (which shall be the five-year period ending on the date five years subsequent to the date of the closing, unless another date is selected by the Council of the City of Hattiesburg, and each succeeding fifth "bond year"), and within sixty (60) days of the date the last bond that is part of the Note is discharged the City shall (i) calculate, or cause to be calculated, the "rebate amount" as of each "computation date" or the "final computation date" attributable to any investment in "investment-type property" made by the City, of "gross proceeds" of the Note, and (ii) remit the following to the United States Treasury within sixty (60) days of the last day of the fifth and each succeeding fifth "bond year": (A) an amount of money equal to such "rebate amount" (treating for purposes of such calculation any previous payments made to the United States Treasury on account of such "rebate amount" as if the payment on any such date was an "expenditure" constituting a "rebate payment"), (B) the calculations supporting the amount of "rebate amount" attributable to any investments in "investment-type property" made by the City of gross proceeds of the Note and (C) any other information required to comply with Section 148 of the Code.

The City shall keep accurate records of each investment-type property (as that term is defined in Section 148(b) of the Code), if any, acquired, directly or indirectly, with "gross proceeds" of the Note and each expenditure it makes with "gross proceeds". Such records shall include the purchase price, nominal interest rate, dated date, maturity date, type of property, frequency of periodic payments, period of compounding, yield to maturity, amount actually or constructively realized on disposition, disposition date, and evidence of the "fair market value" of such property on the purchase date and disposition date (or deemed purchase or disposition date), for each item of such "investment-type property".

Section 8. The City hereby designates the Note as "qualified tax-exempt obligations" as defined in and for the purposes of Section 265(b)(3) of the Code. For purposes of this designation, the City hereby represents that:

(i) The City reasonably anticipates that the amount of tax-exempt obligations to be issued by it during the period from January 1, 2015 to December 31, 2015 and the amount of obligations designated as "qualified tax-exempt obligations" by it, will not exceed $10,000,000 when added to the aggregate principal amount of the Note; and

(ii) For purposes of this Section 9, the following obligations are not taken into account in determining the aggregate principal amount of tax-exempt obligations issued by the City: (i) a private activity bond as defined in Section 141 of the Code (other than a qualified 501(c)(3) bond, as defined in Section 145 of the Code); and (ii) any obligation issued to refund any other tax-exempt obligation (other than to advance refund within the meaning of Section 149(d)(5) of the Code) as provided in Section 265(b)(3)(c) of the Code.

Section 9. The interest on the Note is exempt from Federal income taxes under existing laws, regulations, rulings and judicial decisions with such exceptions as shall be required by the Internal Revenue Code of 1986. Under existing law, interest on the Note is exempt from present taxes imposed by the State of Mississippi and any county, municipality or other political subdivision of the State of Mississippi, except for inheritance, estate and transfer taxes.

Section 10. The principal amount of the Note is being sold to a single purchaser who will have knowledge and experience in financial and business matters making it capable of evaluating the merits and risks of the prospective investment. The Note shall be sold to a purchaser without a view for distributing said Note. The purchaser of said Note shall be required to execute a certification at closing to the effect that the Note is being purchased for the account of the purchaser without the intent to distribute. Based on the foregoing, the Note will be exempt from the continuing disclosure requirements of SEC Rule 15c2-12.

Section 11. The City reasonably expects that it may incur expenditures prior to the issuance of the Note, which it intends to reimburse with the proceeds of the Note upon the issuance thereof. This declaration of official intent to reimburse expenditures made prior to the issuance of the Note in anticipation of the issuance of the Note is made pursuant to Department of Treasury Regulations Section 1.150-2 (the reimbursement

regulations). The Project for which such expenditures are made is the same as described hereinabove set forth.

Section 12. Each of the following constitutes an event of default under the Resolution:

(i) Failure by the City to pay any installment of principal of or interest on the Note at the time required;

(ii) Failure by the City to perform or observe any other covenant, agreement or condition on its part contained in this Resolution or in the Note, and the continuance thereof for a period of thirty (30) days after written notice thereof to the City by the registered owner or the outstanding Note; or

(iii) An Act of Bankruptcy occurs.

An "Act of Bankruptcy" shall mean the filing of a petition in bankruptcy by or against the City under any applicable bankruptcy, insolvency, reorganization or similar law, now or hereafter in effect.

Section 13. The Mayor and City Clerk are hereby authorized to execute such documents as may be necessary to effectuate the purposes of this Resolution.

Section 14. If any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The motion having received the foregoing vote of the Governing Body, the President of the City Council declared the motion carried and the Resolution adopted, on this the 7th day of April, 2015.

[S E A L]

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 7th day of April, 2015.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2015-282

File ID: 2015-282 **Type:** Resolution **Status:** Passed

Version: 1 **Reference:** **In Control:** City Council

File Created: 03/24/2015

Brief Title: Project Resolution Requisition No. 25 - 2013 Bonds **Final Action:** 04/07/2015

Minute Book Number: MB2015-99

Title:

Adopt a Resolution authorizing Requisition No. 25 from the Project Fund Construction Account in connection with certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

Notes:

Sponsors: **Enactment Date:**

Attachments: 2013 Bond Resolution No. 25, executed 2013 Bond Resolution No. 25 RES#2015-64 **Enactment Number:**

Contact: **Meeting Date:** 04/07/2015

Drafter: Janet Beech **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/07/2015	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Adopt a Resolution authorizing Requisition No. 25 from the Project Fund Construction Account in connection with certain loan agreement, dated as of December 19, 2013, 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 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

ΓEL-No Vote: 0

Text of Legislative File 2015-282

Title

Adopt a Resolution authorizing Requisition No. 25 from the Project Fund Construction Account in connection with certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

Summary

Project Resolution Requisition No. 25 - 2013 Bonds

Budget Information

105695

Expenditure Type

Purchasing Item

Publication Information

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. 25 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated December 19, 2014. 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. 25 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF DECEMBER 19, 2013, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on December 19, 2013 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed $28,000,000 (the "Loan") pursuant to the terms and conditions of that certain loan agreement, dated as of December 19, 2013, 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. 25 from the Project Fund Construction Account under the Loan in the total aggregate amount of $ 651,999.49 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. 25 from the Project Fund Construction Account under the Loan in the total aggregate amount of **Six Hundred Fifty-One Thousand Nine Hundred Ninety-Nine and 49/100 Dollars ($ 651,999.49)** 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 Hancock Bank, as Trustee to disburse funds of Requisition No. 25 in the total aggregate amount of **Six Hundred Fifty-One Thousand Nine Hundred Ninety-Nine and 49/100 Dollars ($ 651,999.49)** 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 roll call vote, to wit:

YEAS: NAYS:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of **April**, 2015.

(SEAL)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of **April**, 2015.

_____ _____

CITY CLERK MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

RE: **$28,000,000.00 Mississippi Development Bank Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) (the "Bonds") secured by $28,000,000.00 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) (the "Note").**

TO: **Hancock Bank**
The Quarter Specialty Center
1855 Lakeland Drive, Suite Q-230
Jackson, Mississippi 39216
ATTN: Trust and Financial Services Group

REQUISITION NO.: **25**

DATE OF REQUISITION: **4/7/2015**

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.6015	$ 166,614.00	18423	Inflow and Infiltration (I/I) Study - Phase I Sanitary Sewer Evaluation Study (SSES) Task 2 Period: 01/21/15 - 02/21/15 MB 2014-36-37 SD|W #11202
2	Neel-Schaffer P.O. Box 1487 Hattiesburg, ,MS 39401	105695.6015	$ 32,587.38	1025540-01	Wastewater Treatment Phase A Influent Testing Program MB 2014-304-306 Feb. 1 - Feb 28, 2015
3	Neel-Schaffer P.O. Box 1487 Hattiesburg, ,MS 39401	105695.6015	$ 41,750.07	1025540-02	Wastewater Treatment Phase A Geotechnical Investigation MB 2014-304-306 Feb. 1 - Feb 28, 2015
4	Neel-Schaffer P.O. Box 1487 Hattiesburg, ,MS 39401	105695.6015	$ 57,607.97	1025540-03	Wastewater Treatment Phase A Topographic Survey MB 2014-304-306 Feb. 1 - Feb 28, 2015

EXHIBIT A

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
5	Neel-Schaffer P.O. Box 1487 Hattiesburg, ,MS 39401	105695.6015	$ 322,202.93	1025540-04	Wastewater Treatment Phase A Preliminary Design MB 2014-304-306 Feb. 1 - Feb 28, 2015
6	C. J. Morgan, Inc. 292 Eatonville Rd Hattiesburg, MS 39401	105695.7220.49	$ 31,237.14	Pay App No 6 final	Sewer Improvements Phase I March 1, 2014 - Feb. 19, 2015 MB 2012-1/125
			$ 651,999.49		

sdw
Engineering Progress

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

March 16, 2015
Project No: 11202
Invoice No: 18423

Project Manager John Weeks

Project 11202 I/I Study

Professional Services from January 21, 2015 to February 21, 2015

Phase 01 I/I Study

Task 02 Sanitary Sewer Evaluation Study (SSES)

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing	
Pay Request No. 1	0.00	0.00	248,228.49	248,228.49	0.00	
Pay Request No. 2	354,520.37	100.00	354,520.37	354,520.37	0.00	
Pay Request No. 3	188,200.55	100.00	188,200.55	188,200.55	0.00	
Pay Request No. 4	67,506.41	100.00	67,506.41	67,506.41	0.00	
Pay Request No. 5	102,259.25	100.00	102,259.25	102,259.25	0.00	
Pay Request No. 6	121,267.27	100.00	121,267.27	121,267.27	0.00	
Pay Request No. 7	114,669.70	100.00	114,669.70	114,669.70	0.00	
Pay Request No. 8	178,534.71	100.00	178,534.71	178,534.71	0.00	
Pay Request No. 9	194,588.52	100.00	194,588.52	194,588.52	0.00	
Pay Request No. 10	210,019.94	100.00	210,019.94	210,019.94	0.00	
Pay Request No. 11	57,085.51	100.00	57,085.51	57,085.51	0.00	
Pay Request No. 12	166,614.00	100.00	166,614.00	0.00	166,614.00	
Total Fee	1,755,266.23		2,003,494.72	1,836,880.72	166,614.00	
		Total Fee				**166,614.00**
				Total this Task		**$166,614.00**
				Total this Phase		**$166,614.00**
				Total this Invoice		**$166,614.00**

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

LR

105695.6015

MB 2014-36-37

CITY OF HATTIESBURG
PROJECT NO. 11202 - SEWER SYSTEM EVALUATION SURVEY (SSES)
PAY REQUEST NO. 12
From 1/21/2015 - 2/21/2015

Item No.	Service Description	Quantity	Price	Extension
SECTION 1000 MOBILIZATION DEMOBILIZATION				
1000.01	Mobilization & Demobilization of Standard Equipment & Crews	1	$ 10,000.00	$ 10,000.00
SECTION 2000 FLOW MONITORING SERVICES				
2000.01	Temporary Flow Monitoring - Turn-Key Study w/Report - 60 Day Study	79	$ 5,000.00	$ 395,000.00
2000.02	Temporary Flow Monitoring - 30 Day Extension		$ 2,250.00	$ -
2000.03	Temporary Rain Guage - Turn-Key Study w/Report - Based on 60 Day Stu	10	$ 1,650.00	$ 16,500.00
2000.04	Temporary Rain Guage - 30 Day Extension		$ 750.00	$ -
2000.05	Pump Station Evaluation - Monitoring & Pump Conformations		$ 1,600.00	$ -
2000.06	Long-Term Flow Monitor Installation		$ 2,750.00	$ -
2000.07	Long-Term Flow Monitor Maintenance, Calibration & Reporting - Per Mo.		$ 1,250.00	$ -
2000.08	Long-Term Rain Guage Installation		$ 1,000.00	$ -
2000.09	Long-Term Rain Guage Maintenance, Calibration & Reporting - Per Mo.		$ 350.00	$ -
2000.10	Night Flow Isolation		$ 350.00	$ -
SECTION 3000 SMOKE TESTING				
3000.01	Smoke Testing (Including Data Management)	391007.6	$ 0.50	$ 195,503.79
SECTION 4000 MANHOLE SERVICES				
4000.01	3D MH Condition Assessment w/Internal Images and GPS Data Collection		$ 100.00	$ -
4000.02	Structural Manhole Condition Assessment w/Internal Images		$ 85.00	$ -
4000.03	Removal of Stabilized Debris	2	$ 255.00	$ 510.00
4000.04	Manhole Inspection Data Management		$ 4.50	$ -
SECTION 5000 SANITARY SEWER LINE CLEANING				
5000.01	Standard Cleaning 6" Sanitary Sewer	59296.5	$ 1.30	$ 77,085.45
5000.02	Standard Cleaning 8" Sanitary Sewer	141738.8	$ 1.45	$ 205,521.26
5000.03	Standard Cleaning 10" Sanitary Sewer	30727.5	$ 1.60	$ 49,164.00

5000.04	Standard Cleaning 12" Sanitary Sewer	15351.7	$	2.10	$	32,238.57
5000.05	Standard Cleaning 15" Sanitary Sewer	13552.6	$	3.15	$	42,690.69
5000.06	Standard Cleaning 18" Sanitary Sewer	7190.4	$	5.90	$	42,423.36
5000.07	Standard Cleaning 21" Sanitary Sewer	1184.9	$	6.75	$	7,998.08
5000.08	Standard Cleaning 24" Sanitary Sewer	6133.8	$	7.75	$	47,536.95
5000.09	Standard Cleaning 27" Sanitary Sewer	619.1	$	8.75	$	5,417.13
5000.10	Standard Cleaning 30" Sanitary Sewer	149	$	10.25	$	1,527.25
5000.11	Standard Cleaning 36" Sanitary Sewer	0	$	12.25	$	-
5000.12	Protruding Tap Cutting	10	$	210.00	$	2,100.00
SECTION 6000 ROOT/GREASE CUTTING						
6000.01	Root/Grease Cutting in 6" - 12" Sanitary Sewer	3185.7	$	1.25	$	3,982.13
6000.02	Root/Grease Cutting in 15" - 21" Sanitary Sewer	60	$	2.10	$	126.00
6000.03	Root/Grease Cutting in 24" - 36" Sanitary Sewer	0	$	3.70	$	-
SECTION 7000 CLOSED CIRCUIT TELEVISION INSPECTION						
7000.01	CCTV Inspection <21" Sewer Pipe	248673.4	$	1.35	$	335,709.09
7000.02	CCTV Inspection 21" - 36" Sewer Pipe	7433.1	$	2.15	$	15,981.17
7000.03	CCTV Inspection of Service Laterals w/GPS Data Collection	0	$	250.00	$	-
7000.04	Additional Set Up	233	$	200.00	$	46,600.00
7000.05	CCTV Inspection Data Management	281127.1	$	0.20	$	56,225.42
SECTION 8000 SPECIALTY INSPECTION						
8000.01	Sonar/CCTV Inspection of 18" - 36" Sewer Line	25020.6	$	5.50	$	137,613.30
SECTION 9000 BYPASS PUMPING						
9000.01	Setup of 3"-4" Bypass Pump	0	$	700.00	$	-
9000.02	Setup of 6" Bypass Pump	0	$	1,500.00	$	-
9000.03	Setup of 8" Bypass Pump	0	$	2,000.00	$	-
9000.04	Operation of 3"-4" Baypass Pump	0	$	40.00	$	-
9000.05	Operation of 6" Bypass Pump	0	$	65.00	$	-
9000.06	Operation of 8" Bypass Pump	0	$	90.00	$	-
SECTION 10000 MISCELLANEOUS FIELD SERVICES						
10000.01	Traffic Flagman	201.5	$	45.00	$	9,067.50

10000.02	Cleaning Wet Wells	0	$	425.00	$ -
10000.03	Dye Testing	0	$	450.00	$ -
10000.04	Combination Cleaning Truck w/Operator & Helper <10,000 LF (Min 8 Hrs)	470.5	$	300.00	$ 141,150.00
10000.05	CCTV Inspection Unit w/Operator & Helper <10,000 LF (Min 8 Hrs)	259	$	200.00	$ 51,800.00
10000.06	Rehabilitation Recommendations	103412	$	0.30	$ 31,023.60
SECTION 11000 MODELING					
11000.01	Calibrate Hydraulic Flow Model	0.5	$	86,000.00	$ 43,000.00
	TOTALS				$ 2,003,494.72

Less Presiously Invoiced	$	1,836,880.72
Total Due	$	166,614.00

NEEL-SCHAFFER
Solutions you can build upon

March 17, 2015
Project No: NS.12273.001
Invoice No: 1025540-01

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

Project NS.12273.001 City of Hattiesburg – General Consulting – Task #7 – WWTP Process Selection

Professional Services from February 01, 2015 to February 28, 2015

Phase 001 Influent Testing Program

Professional Personnel

	Hours	Rate	Amount	
Engineer II				
Lightsey, Kristopher	7.00	124.29	870.03	
Assistant Engineer Manager				
Pittman, Charles	21.00	149.35	3,136.35	
Totals	28.00		4,006.38	
Total Labor				**4,006.38**

Consultants

Environmental Consultants	*(CC Lynch)*		26,200.00	
Sub Consultant	*(SOL Engineering Services, LLC)*		2,381.00	
Total Consultants		**1.1 times**	**28,581.00**	**28,581.00**

Total this Invoice **$32,587.38**

LR

P.O. Box 1487 / 39403-1487 • 704 Hardy Street • Hattiesburg, MS 39401-3665 • 601.545.1565 • Fax 601.545.2267
Federal Tax ID Number 64-0671634

105695.6015
MB # 2014-304-306

NEEL-SCHAFFER
Solutions you can build upon

March 17, 2015
Project No: NS.12273.001
Invoice No: 1025540-02

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

Project NS.12273.001 City of Hattiesburg – General Consulting – Task #7 – WWTP Process Selection
Professional Services from February 01, 2015 to February 28, 2015

Phase 002 Geotechnical Investigation

Professional Personnel

		Hours	Rate	Amount	
Inspector II					
Shaffer, Gary		53.00	66.12	3,504.36	
Shaffer, Gary	Ovt	8.00	99.18	793.44	
Senior Project Engineer					
Gilbert, Paul		4.50	143.14	644.13	
Engineer Intern					
Doss, William		1.25	78.30	97.88	
Project Manager					
Schreiner, Barton		32.00	118.67	3,797.44	
Lab Manager					
Reese, Laura		5.00	88.74	443.70	
Senior Project Manager					
Volk, Michael		11.00	158.05	1,738.55	
Soil Technician					
Thompson, Charlie		46.00	42.05	1,934.30	
Senior Soil Technician					
Williamson, Amy		1.00	52.26	52.26	
Totals		161.75		13,006.06	
Total Labor					**13,006.06**

Reimbursable Expenses

Lodging		815.91	
Drilling Supplies		89.08	
Mileage		961.20	
Meals		68.32	
Total Reimbursables	**1.0 times**	**1,934.51**	**1,934.51**

Unit Billing

UU Compression	1.0 test @ 70.00	70.00
Grouting: 4-in. dtr 0-50' total depth	800.0 feet @ 5.00	4,000.00
Mobilization: Drill Crew with Equipment	363.0 miles @ 4.00	1,452.00
Subsistence	7.0 nights @ 80.00	560.00
Rotary Wash 0-100'	800.0 feet @ 14.00	11,200.00
Sampling: Undisturbed/SS 0-25' depth	54.0 samples @ 10.00	540.00

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Federal Tax ID Number 64-0671634

105695.6015
MB# 2014-304-306

Sampling: Undisturbed/SS 25-50' depth	45.0 samples @ 20.00	900.00
Sampling: Undisturbed/SS 50-100' depth	37.0 samples @ 30.00	1,110.00
#200 Wash	36.0 tests @ 38.00	1,368.00
Atterberg Limits	25.0 tests @ 50.00	1,250.00
Moisture Content	91.0 tests @ 8.00	728.00
Sieve Analysis (Sand / Fine Aggregate)	33.0 tests @ 65.00	2,145.00
Unconfined Compaction	14.0 tests @ 40.00	560.00
Casing Installation	20.0 feet @ 8.00	160.00
3/8" Hole Plug	4.0 bags @ 15.00	60.00
Cement	6.0 bags @ 16.00	96.00
Liquid Drilling Mud	22.5 gallons @ 25.00	562.50
Materials – PVC Pipe	12.0 feet @ 4.00	48.00
Total Units	**1.0 times**	**26,809.50**

Total this Invoice	**$41,750.07**

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Federal Tax ID Number 64-0671634

LR

NEEL-SCHAFFER
Solutions you can build upon

March 17, 2015
Project No: NS.12273.001
Invoice No: 1025540-03

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

Project NS.12273.001 City of Hattiesburg – General Consulting – Task #7 – WWTP Process Selection

Professional Services from February 01, 2014 to February 28, 2014

Phase 003 Topographic Survey

Professional Personnel

		Hours	Rate	Amount	
Engineer Intern II					
Arrington, Thomas		8.50	65.54	557.09	
Graduate Engineer					
Essary, Michael		8.00	63.39	507.12	
Inspector II					
Shaffer, Gary		35.00	66.12	2,314.20	
Shaffer, Gary	Ovt	1.00	99.18	99.18	
Totals		52.50		3,477.59	
Total Labor					**3,477.59**

Consultants

Topographic Surveyors	(SOL Engineers)		54,130.38	
Total Consultants		**1.0 times**		**54,130.38**

Total this Invoice **$57,607.97**

LR

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Federal Tax ID Number 64-0671634

105695, 6015
MB # 2014-304-306

NEEL-SCHAFFER
Solutions you can build upon

March 17, 2015
Project No: NS.12273.001
Invoice No: 1025540-04

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

Project NS.12273.001 City of Hattiesburg – WWTP Process Selection & Design – Task #7

Professional Services from February 1, 2015 to February 28, 2015

Phase ***004*** ***Preliminary Design***

Fee

Total Fee	2,600,000.00			
Percent Complete	26.78	Total Earned	696,258.47	
		Previous Fee Billing	374,055.54	
		Current Fee Billing	322,202.93	
		Total Fee		**322,202.93**

Total this Invoice **$322,202.93**

LR

P.O. Box 1487 / 39403-1487 • 704 Hardy Street • Hattiesburg, MS 39401-3665 • 601.545.1565 • Fax 601.545.2267
Federal Tax ID Number 64-0671634

105695.6015
MB # 2014-304-306

sdw

Engineering Progress

March 19, 2015

City of Hattiesburg
PO Box 1898
Hattiesburg MS 39403-1898

Attn: Lamar Rutland, P.E.

RE: Comprehensive Sewer Improvement - Phase 1
Hattiesburg, MS

Dear Mr. Rutland:

This is to certify the above referenced project has been completed in accordance with the previously approved plans and specifications.

Enclosed are the following documents:

1. The final estimate no. 6 in the amount of $31,237.14
2. Contractor's Affidavit of Release of Liens
3. Consent of Surety to final Payment
4. Contractor's Warranty Letter
5. Supplemental Agreement No. 1
6. As-Built Plans

Please do not hesitate to contact me should you have questions or comments.

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/rs

Enclosures

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

SHOWS, DEARMAN & WAITS, INC. - CONSULTING ENGINEERS -

Date: 2-18-15

Project: Comprehensive Sewer Improvements Phase I 1273-S001
City of Hattiesburg

Pay Estimate No.: Six (6) & FINAL

Contractor:
C.J. Morgan, Inc.
292 Eatonville Rd, Hattiesburg, MS 39401

Pay Period: Mar. 1, 2014 to Feb. 18, 2015

Item No.	Item Description	Total Quantities			Unit	Unit Price	Amount
		On Cont. Price Est.	Allowed This Period	Allowed To Date			
						CONTRACT TOTAL:	**$ 776,146.00**
1	8" SDR 26 PVC Sewer Pipe (0'-6')	440		625.08	Lin. Ft.	$25.00	$ 15,627.00
2	8" SDR 26 PVC Sewer Pipe (6'-8')	946		315.82	Lin. Ft.	$27.00	$ 8,527.14
3	8" SDR 26 PVC Sewer Pipe (8'-10')	1,407		633.54	Lin. Ft.	$29.00	$ 18,372.66
4	8" SDR 26 PVC Sewer Pipe (10'-12')	155		146.60	Lin. Ft.	$32.00	$ 4,691.20
5	8" SDR 26 PVC Sewer Pipe (12'-14')	161		25.87	Lin. Ft.	$38.00	$ 983.06
6	8" SDR 26 PVC Sewer Pipe (14'-16')	160			Lin. Ft.	$43.00	$ -
7	8" SDR 26 PVC Sewer Pipe (16'-18')	134			Lin. Ft.	$53.00	$ -
8	12" SDR 26 PVC Sewer Pipe (6'-8')	300		52.53	Lin. Ft.	$33.00	$ 1,733.49
9	12" SDR 26 PVC Sewer Pipe (8'-10')	481		706.84	Lin. Ft.	$35.00	$ 24,739.40
10	12" SDR 26 PVC Sewer Pipe (10'-12')	342		313.78	Lin. Ft.	$38.00	$ 11,923.64
11	15" SDR 26 PVC Sewer Pipe (0'-6')	80			Lin. Ft.	$38.00	$ -
12	15" SDR 26 PVC Sewer Pipe (6'-8')	662			Lin. Ft.	$40.00	$ -
13	15" SDR 26 PVC Sewer Pipe (8'-10')	325			Lin. Ft.	$42.00	$ -
14	15" SDR 26 PVC Sewer Pipe (10'-12')	219			Lin. Ft.	$48.00	$ -
15	12" Steel Casing (0.25" WT) (Open Cut)	40			Lin. Ft.	$75.00	$ -
16	12" Steel Casing (0.25" WT) (Bored)	160		160.00	Lin. Ft.	$175.00	$ 28,000.00
17	20" Steel Casing (0.25" WT) (Bored)	80			Lin. Ft.	$275.00	$ -
18	48" Precast Concrete Sewer Manhole (6'-8')	4		4	Each	$2,230.00	$ 8,920.00
19	48" Precast Concrete Sewer Manhole (8'-10')	8		7	Each	$2,500.00	$ 17,500.00
20	48" Precast Concrete Sewer Manhole (10'-12')	4		1	Each	$2,900.00	$ 2,900.00
21	48" Precast Concrete Sewer Manhole (14'-16')	1			Each	$3,500.00	$ -
22	48" Precast Concrete Sewer Manhole (16'-18')	1			Each	$4,500.00	$ -
23	60" Precast Concrete Sewer Manhole (6'-8')	2			Each	$2,700.00	$ -
24	60" Precast Concrete Sewer Manhole (10'-12')	4			Each	$3,500.00	$ -
25	Drop Manhole Assembly (All Depths)	3			Each	$3,000.00	$ -
26	Demolition and Removal of Existing Manhole	14		6	Each	$500.00	$ 3,000.00
27	Remove, Modify and Reset Existing Manhole (Site 5 WSF Tatum Blvd)	1		1	Lump Sum	$2,000.00	$ 2,000.00
28	Removal of Existing Septic Tank (Incl. disconnect from structure, removal of waste, removal of tank, etc.)	1		1.0	Each	$2,000.00	$ 2,000.00
29	4" Sewer Pipe for Services (All Depths)	474			Lin. Ft.	$14.00	$ -
30	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	1,350		387	Lin. Ft.	$20.00	$ 7,740.00
31	8" SDR 13 HPDE Sewer Pipe for Services (All Depths) (Dir. Bored)	275			Lin. Ft.	$55.00	$ -
32	8"x8"x6" PVC Tee	15		3.00	Each	$100.00	$ 300.00
33	12"x12"x6" Tee	8		7.00	Each	$200.00	$ 1,400.00
34	15"x15"x6" Tee	26			Each	$350.00	$ -
35	6" PVC Cleanout	49		8.00	Each	$150.00	$ 1,200.00
36	Crushed Aggregate (Size 825)	2,168		1528.23	Ton	$38.00	$ 58,072.74
37	Select Fill Material (Class 9, Group C), LVM	6,226		203.00	Cu. Yd.	$8.00	$ 1,624.00
38	Concrete Pavement Repair (All Depths)	335		35.00	Sq. Yd.	$58.00	$ 2,030.00
39	Asphalt Pavement Repair (All Depths)	4,500		1377.07	Sq. Yd.	$30.00	$ 41,312.10
40	Concrete Curb & Gutter (Match Existing Type)	20			Lin. Ft.	$50.00	$ -
41	Clearing and Grubbing	1		1.00	Lump Sum	$3,975.00	$ 3,975.00
42	Grassing	1	0.20	0.20	Lump Sum	$7,500.00	$ 1,500.00
43	Temporary Erosion Control	1		0.40	Lump Sum	$7,000.00	$ 2,800.00
44	Mobilization	1		0.40	Lump Sum	$60,000.00	$ 24,000.00
45	Maintenance of Traffic	1		0.40	Lump Sum	$5,000.00	$ 2,000.00

Total Earned - Regular Work	$ 298,871.43
Less 0% Retainage	
Stored Materials	
Total Due - Regular Work	$ 298,871.43
Less Previous Payments	$ 267,634.29
Net Amount Due This Estimate	$ 31,237.14
Less Deductions	$ -
Net Payment Due	$ 31,237.14

Percent Complete: 38.5%

CERTIFIED CORRECT:

APPROVED:

City of Hattiesburg
2013 Sewer & Water Bond
Summary of Payments
As of 02/03/2015

Project Name	Payments by Project This Requisition	Payments to Date from This Bond
18" Sewer Trunk Lines		166,614.96
Comprehensive Sanitary Sewer Study Task 1		6,300.00
Construction of Drying Bed at North Lagoon		18,000.00
Hwy 98 Booster Station		43,522.75
Hwy 98 Elevated Water Tank		113,226.30
Hwy 98 Fire Lines		48,652.50
Inflow and Infiltration Study	166,614.00	2,003,494.72
James St Water Well # 3		19,627.99
No-Discharge Wastewater Treatment System		292,127.60
NS Task 7 Wastewater Treatment Phase A	454,148.35	982,821.00
Providence Sewer Repair		56,172.00
Sewer Improvements Ph I	31,237.14	122,859.75
Sewer Improvements Ph II		259,327.58
Sewer Improvements Ph III		478,122.14
Sewer Improvements Ph IV		2,690.00
Sewer Improvements Ph V		38,065.00
Veteran's Blvd Water Connector		1,115,642.91
Water Improvements Ph I		115,051.65
Water Improvements Ph II		214,646.83
Water Improvements Ph III		104,330.00
Water Improvements Ph IV		45,272.50
Water Line Old 98 & Runnels Rd		234,995.15
Wesley Water Well # 2		17,277.50
WTP #2 Filter #6 Repairs		66,623.40
Grand Total	651,999.49	6,565,464.23

Hattiesburg, Mississippi does hereby certify to Hancock 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 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 December 19, 2014 (the "Loan Agreement").
(4) The payment herein authorized and approved is a proper charge against the 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)

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. **25** from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated December 19, 2014. After discussion of the subject, Council Member Carroll 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. 25 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF DECEMBER 19, 2013, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on December 19, 2013 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed $28,000,000 (the "Loan") pursuant to the terms and conditions of that certain loan agreement, dated as of December 19, 2013, 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. **25** from the Project Fund Construction Account under the Loan in the total aggregate amount of $ 651,999.49 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. **25** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Six Hundred Fifty-One Thousand Nine Hundred Ninety-Nine and 49/100 Dollars ($ 651,999.49)** 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 Hancock Bank, as Trustee to disburse funds of Requisition No. **25** in the total aggregate amount of **Six Hundred Fifty-One Thousand Nine Hundred Ninety-Nine and 49/100 Dollars ($ 651,999.49) 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 Carroll, seconded by Council Member Dryden, and was adopted by the following roll call vote, to wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the resolution adopted, this the 7th day of **April**, 2015.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of **April**, 2015.

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

RE: **$28,000,000.00 Mississippi Development Bank Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) (the "Bonds") secured by $28,000,000.00 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) (the "Note").**

TO: **Hancock Bank**
The Quarter Specialty Center
1855 Lakeland Drive, Suite Q-230
Jackson, Mississippi 39216
ATTN: Trust and Financial Services Group

REQUISITION NO.: **25**

DATE OF REQUISITION: **4/7/2015**

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.6015	$ 166,614.00	18423	Inflow and Infiltration (I/I) Study - Phase I Sanitary Sewer Evaluation Study (SSES) Task 2 Period: 01/21/15 - 02/21/15 MB 2014-36-37 SD|W #11202
2	Neel-Schaffer P.O. Box 1487 Hattiesburg, ,MS 39401	105695.6015	$ 32,587.38	1025540-01	Wastewater Treatment Phase A Influent Testing Program MB 2014-304-306 Feb. 1 - Feb 28, 2015
3	Neel-Schaffer P.O. Box 1487 Hattiesburg, ,MS 39401	105695.6015	$ 41,750.07	1025540-02	Wastewater Treatment Phase A Geotechnical Investigation MB 2014-304-306 Feb. 1 - Feb 28, 2015
4	Neel-Schaffer P.O. Box 1487 Hattiesburg, ,MS 39401	105695.6015	$ 57,607.97	1025540-03	Wastewater Treatment Phase A Topographic Survey MB 2014-304-306 Feb. 1 - Feb 28, 2015

EXHIBIT A

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
5	Neel-Schaffer P.O. Box 1487 Hattiesburg, ,MS 39401	105695.6015	$ 322,202.93	1025540-04	Wastewater Treatment Phase A Preliminary Design MB 2014-304-306 Feb. 1 - Feb 28, 2015
6	C. J. Morgan, Inc. 292 Eatonville Rd Hattiesburg, MS 39401	105695.7220.49	$ 31,237.14	Pay App No 6 final	Sewer Improvements Phase I March 1, 2014 - Feb. 19, 2015 MB 2012-1/125
			$ 651,999.49		

sdw Engineering Progress

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

March 16, 2015
Project No: 11202
Invoice No: 18423

Project Manager John Weeks

Project 11202 I/I Study

Professional Services from January 21, 2015 to February 21, 2015

Phase 01 I/I Study

Task 02 Sanitary Sewer Evaluation Study (SSES)

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Pay Request No. 1	0.00	0.00	248,228.49	248,228.49	0.00
Pay Request No. 2	354,520.37	100.00	354,520.37	354,520.37	0.00
Pay Request No. 3	188,200.55	100.00	188,200.55	188,200.55	0.00
Pay Request No. 4	67,506.41	100.00	67,506.41	67,506.41	0.00
Pay Request No. 5	102,259.25	100.00	102,259.25	102,259.25	0.00
Pay Request No. 6	121,267.27	100.00	121,267.27	121,267.27	0.00
Pay Request No. 7	114,669.70	100.00	114,669.70	114,669.70	0.00
Pay Request No. 8	178,534.71	100.00	178,534.71	178,534.71	0.00
Pay Request No. 9	194,588.52	100.00	194,588.52	194,588.52	0.00
Pay Request No. 10	210,019.94	100.00	210,019.94	210,019.94	0.00
Pay Request No. 11	57,085.51	100.00	57,085.51	57,085.51	0.00
Pay Request No. 12	166,614.00	100.00	166,614.00	0.00	166,614.00
Total Fee	1,755,266.23		2,003,494.72	1,836,880.72	166,614.00
		Total Fee			**166,614.00**
				Total this Task	**$166,614.00**
				Total this Phase	**$166,614.00**
				Total this Invoice	**$166,614.00**

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

LR

105695.6015

MB 2014-36-37

CITY OF HATTIESBURG
PROJECT NO. 11202 - SEWER SYSTEM EVALUATION SURVEY (SSES)
PAY REQUEST NO. 12
From 1/21/2015 - 2/21/2015

Item No.	Service Description	Quantity	Price	Extension
SECTION 1000 MOBILIZATION DEMOBILIZATION				
1000.01	Mobilization & Demobilization of Standard Equipment & Crews	1	$ 10,000.00	$ 10,000.00
SECTION 2000 FLOW MONITORING SERVICES				
2000.01	Temporary Flow Monitoring - Turn-Key Study w/Report - 60 Day Study	79	$ 5,000.00	$ 395,000.00
2000.02	Temporary Flow Monitoring - 30 Day Extension		$ 2,250.00	$ -
2000.03	Temporary Rain Guage - Turn-Key Study w/Report - Based on 60 Day Stu	10	$ 1,650.00	$ 16,500.00
2000.04	Temporary Rain Guage - 30 Day Extension		$ 750.00	$ -
2000.05	Pump Station Evaluation - Monitoring & Pump Conformations		$ 1,600.00	$ -
2000.06	Long-Term Flow Monitor Installation		$ 2,750.00	$ -
2000.07	Long-Term Flow Monitor Maintenance, Calibration & Reporting - Per Mo.		$ 1,250.00	$ -
2000.08	Long-Term Rain Guage Installation		$ 1,000.00	$ -
2000.09	Long-Term Rain Guage Maintenance, Calibration & Reporting - Per Mo.		$ 350.00	$ -
2000.10	Night Flow Isolation		$ 350.00	$ -
SECTION 3000 SMOKE TESTING				
3000.01	Smoke Testing (Including Data Management)	391007.6	$ 0.50	$ 195,503.79
SECTION 4000 MANHOLE SERVICES				
4000.01	3D MH Condition Assessment w/Internal Images and GPS Data Collection		$ 100.00	$ -
4000.02	Structural Manhole Condition Assessment w/Internal Images		$ 85.00	$ -
4000.03	Removal of Stabilized Debris	2	$ 255.00	$ 510.00
4000.04	Manhole Inspection Data Management		$ 4.50	$ -
SECTION 5000 SANITARY SEWER LINE CLEANING				
5000.01	Standard Cleaning 6" Sanitary Sewer	59296.5	$ 1.30	$ 77,085.45
5000.02	Standard Cleaning 8" Sanitary Sewer	141738.8	$ 1.45	$ 205,521.26
5000.03	Standard Cleaning 10" Sanitary Sewer	30727.5	$ 1.60	$ 49,164.00

5000.04	Standard Cleaning 12" Sanitary Sewer	15351.7	$	2.10	$	32,238.57
5000.05	Standard Cleaning 15" Sanitary Sewer	13552.6	$	3.15	$	42,690.69
5000.06	Standard Cleaning 18" Sanitary Sewer	7190.4	$	5.90	$	42,423.36
5000.07	Standard Cleaning 21" Sanitary Sewer	1184.9	$	6.75	$	7,998.08
5000.08	Standard Cleaning 24" Sanitary Sewer	6133.8	$	7.75	$	47,536.95
5000.09	Standard Cleaning 27" Sanitary Sewer	619.1	$	8.75	$	5,417.13
5000.10	Standard Cleaning 30" Sanitary Sewer	149	$	10.25	$	1,527.25
5000.11	Standard Cleaning 36" Sanitary Sewer	0	$	12.25	$	-
5000.12	Protruding Tap Cutting	10	$	210.00	$	2,100.00
SECTION 6000 ROOT/GREASE CUTTING						
6000.01	Root/Grease Cutting in 6" - 12" Sanitary Sewer	3185.7	$	1.25	$	3,982.13
6000.02	Root/Grease Cutting in 15" - 21" Sanitary Sewer	60	$	2.10	$	126.00
6000.03	Root/Grease Cutting in 24" - 36" Sanitary Sewer	0	$	3.70	$	-
SECTION 7000 CLOSED CIRCUIT TELEVISION INSPECTION						
7000.01	CCTV Inspection <21" Sewer Pipe	248673.4	$	1.35	$	335,709.09
7000.02	CCTV Inspection 21" - 36" Sewer Pipe	7433.1	$	2.15	$	15,981.17
7000.03	CCTV Inspection of Service Laterals w/GPS Data Collection	0	$	250.00	$	-
7000.04	Additional Set Up	233	$	200.00	$	46,600.00
7000.05	CCTV Inspection Data Management	281127.1	$	0.20	$	56,225.42
SECTION 8000 SPECIALTY INSPECTION						
8000.01	Sonar/CCTV Inspection of 18" - 36" Sewer Line	25020.6	$	5.50	$	137,613.30
SECTION 9000 BYPASS PUMPING						
9000.01	Setup of 3"-4" Bypass Pump	0	$	700.00	$	-
9000.02	Setup of 6" Bypass Pump	0	$	1,500.00	$	-
9000.03	Setup of 8" Bypass Pump	0	$	2,000.00	$	-
9000.04	Operation of 3"-4" Baypass Pump	0	$	40.00	$	-
9000.05	Operation of 6" Bypass Pump	0	$	65.00	$	-
9000.06	Operation of 8" Bypass Pump	0	$	90.00	$	-
SECTION 10000 MISCELLANEOUS FIELD SERVICES						
10000.01	Traffic Flagman	201.5	$	45.00	$	9,067.50

10000.02	Cleaning Wet Wells	0	$	425.00	$ -
10000.03	Dye Testing	0	$	450.00	$ -
10000.04	Combination Cleaning Truck w/Operator & Helper <10,000 LF (Min 8 Hrs)	470.5	$	300.00	$ 141,150.00
10000.05	CCTV Inspection Unit w/Operator & Helper <10,000 LF (Min 8 Hrs)	259	$	200.00	$ 51,800.00
10000.06	Rehabilitation Recommendations	103412	$	0.30	$ 31,023.60
SECTION 11000 MODELING					
11000.01	Calibrate Hydraulic Flow Model	0.5	$	86,000.00	$ 43,000.00
	TOTALS				$ 2,003,494.72

Less Presiously Invoiced	$	1,836,880.72
Total Due	$	166,614.00

NEEL-SCHAFFER
Solutions you can build upon

March 17, 2015
Project No: NS.12273.001
Invoice No: 1025540-01

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

Project NS.12273.001 City of Hattiesburg – General Consulting – Task #7 – WWTP Process Selection

Professional Services from February 01, 2015 to February 28, 2015

Phase 001 Influent Testing Program

Professional Personnel

	Hours	Rate	Amount	
Engineer II				
Lightsey, Kristopher	7.00	124.29	870.03	
Assistant Engineer Manager				
Pittman, Charles	21.00	149.35	3,136.35	
Totals	28.00		4,006.38	
Total Labor				**4,006.38**

Consultants

Environmental Consultants	*(CC Lynch)*		26,200.00	
Sub Consultant	*(SOL Engineering Services, LLC)*		2,381.00	
Total Consultants		**1.1 times**	**28,581.00**	**28,581.00**

Total this Invoice **$32,587.38**

LR

P.O. Box 1487 / 39403-1487 • 704 Hardy Street • Hattiesburg, MS 39401-3665 • 601.545.1565 • Fax 601.545.2267
Federal Tax ID Number 64-0671634

105695.6015
MB # 2014-304-306

NEEL-SCHAFFER
Solutions you can build upon

March 17, 2015
Project No: NS.12273.001
Invoice No: 1025540-02

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

Project NS.12273.001 City of Hattiesburg – General Consulting – Task #7 – WWTP Process Selection
Professional Services from February 01, 2015 to February 28, 2015

Phase 002 Geotechnical Investigation

Professional Personnel

		Hours	Rate	Amount	
Inspector II					
Shaffer, Gary		53.00	66.12	3,504.36	
Shaffer, Gary	Ovt	8.00	99.18	793.44	
Senior Project Engineer					
Gilbert, Paul		4.50	143.14	644.13	
Engineer Intern					
Doss, William		1.25	78.30	97.88	
Project Manager					
Schreiner, Barton		32.00	118.67	3,797.44	
Lab Manager					
Reese, Laura		5.00	88.74	443.70	
Senior Project Manager					
Volk, Michael		11.00	158.05	1,738.55	
Soil Technician					
Thompson, Charlie		46.00	42.05	1,934.30	
Senior Soil Technician					
Williamson, Amy		1.00	52.26	52.26	
Totals		161.75		13,006.06	
Total Labor					**13,006.06**

Reimbursable Expenses

Lodging			815.91	
Drilling Supplies			89.08	
Mileage			961.20	
Meals			68.32	
Total Reimbursables		**1.0 times**	**1,934.51**	**1,934.51**

Unit Billing

UU Compression	1.0 test @ 70.00	70.00
Grouting: 4-in. dtr 0-50' total depth	800.0 feet @ 5.00	4,000.00
Mobilization: Drill Crew with Equipment	363.0 miles @ 4.00	1,452.00
Subsistence	7.0 nights @ 80.00	560.00
Rotary Wash 0-100'	800.0 feet @ 14.00	11,200.00
Sampling: Undisturbed/SS 0-25' depth	54.0 samples @ 10.00	540.00

105695.6015
MB# 2014-304-306

Sampling: Undisturbed/SS 25-50' depth	45.0 samples @ 20.00	900.00
Sampling: Undisturbed/SS 50-100' depth	37.0 samples @ 30.00	1,110.00
#200 Wash	36.0 tests @ 38.00	1,368.00
Atterberg Limits	25.0 tests @ 50.00	1,250.00
Moisture Content	91.0 tests @ 8.00	728.00
Sieve Analysis (Sand / Fine Aggregate)	33.0 tests @ 65.00	2,145.00
Unconfined Compaction	14.0 tests @ 40.00	560.00
Casing Installation	20.0 feet @ 8.00	160.00
3/8" Hole Plug	4.0 bags @ 15.00	60.00
Cement	6.0 bags @ 16.00	96.00
Liquid Drilling Mud	22.5 gallons @ 25.00	562.50
Materials – PVC Pipe	12.0 feet @ 4.00	48.00
Total Units	**1.0 times**	**26,809.50**

Total this Invoice	**$41,750.07**

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Federal Tax ID Number 64-0671634

LR

NEEL-SCHAFFER
Solutions you can build upon

March 17, 2015
Project No: NS.12273.001
Invoice No: 1025540-03

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

Project NS.12273.001 City of Hattiesburg – General Consulting – Task #7 – WWTP Process Selection
Professional Services from February 01, 2014 to February 28, 2014

Phase 003 Topographic Survey

Professional Personnel

		Hours	Rate	Amount	
Engineer Intern II					
Arrington, Thomas		8.50	65.54	557.09	
Graduate Engineer					
Essary, Michael		8.00	63.39	507.12	
Inspector II					
Shaffer, Gary		35.00	66.12	2,314.20	
Shaffer, Gary	Ovt	1.00	99.18	99.18	
Totals		52.50		3,477.59	
Total Labor					**3,477.59**

Consultants

Topographic Surveyors	(SOL Engineers)		54,130.38	
Total Consultants		**1.0 times**		**54,130.38**

Total this Invoice **$57,607.97**

LR

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Federal Tax ID Number 64-0671634

105695.6015
MB # 2014-304-306

NEEL-SCHAFFER
Solutions you can build upon

March 17, 2015
Project No: NS.12273.001
Invoice No: 1025540-04

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

Project NS.12273.001 City of Hattiesburg – WWTP Process Selection & Design – Task #7

Professional Services from February 1, 2015 to February 28, 2015

Phase 004 Preliminary Design

Fee

Total Fee	2,600,000.00			
Percent Complete	26.78	Total Earned	696,258.47	
		Previous Fee Billing	374,055.54	
		Current Fee Billing	322,202.93	
		Total Fee		**322,202.93**

Total this Invoice **$322,202.93**

LR

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Federal Tax ID Number 64-0671634

105695.6015
MB # 2014-304-306

sdw

Engineering Progress

March 19, 2015

City of Hattiesburg
PO Box 1898
Hattiesburg MS 39403-1898

Attn: Lamar Rutland, P.E.

RE: Comprehensive Sewer Improvement - Phase 1
Hattiesburg, MS

Dear Mr. Rutland:

This is to certify the above referenced project has been completed in accordance with the previously approved plans and specifications.

Enclosed are the following documents:

1. The final estimate no. 6 in the amount of $31,237.14
2. Contractor's Affidavit of Release of Liens
3. Consent of Surety to final Payment
4. Contractor's Warranty Letter
5. Supplemental Agreement No. 1
6. As-Built Plans

Please do not hesitate to contact me should you have questions or comments.

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/rs

Enclosures

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

City of Hattiesburg
2013 Sewer & Water Bond
Summary of Payments
As of 02/03/2015

Project Name	Payments by Project This Requisition	Payments to Date from This Bond
18" Sewer Trunk Lines		166,614.96
Comprehensive Sanitary Sewer Study Task 1		6,300.00
Construction of Drying Bed at North Lagoon		18,000.00
Hwy 98 Booster Station		43,522.75
Hwy 98 Elevated Water Tank		113,226.30
Hwy 98 Fire Lines		48,652.50
Inflow and Infiltration Study	166,614.00	2,003,494.72
James St Water Well # 3		19,627.99
No-Discharge Wastewater Treatment System		292,127.60
NS Task 7 Wastewater Treatment Phase A	454,148.35	982,821.00
Providence Sewer Repair		56,172.00
Sewer Improvements Ph I	31,237.14	122,859.75
Sewer Improvements Ph II		259,327.58
Sewer Improvements Ph III		478,122.14
Sewer Improvements Ph IV		2,690.00
Sewer Improvements Ph V		38,065.00
Veteran's Blvd Water Connector		1,115,642.91
Water Improvements Ph I		115,051.65
Water Improvements Ph II		214,646.83
Water Improvements Ph III		104,330.00
Water Improvements Ph IV		45,272.50
Water Line Old 98 & Runnels Rd		234,995.15
Wesley Water Well # 2		17,277.50
WTP #2 Filter #6 Repairs		66,623.40
Grand Total	651,999.49	6,565,464.23

SHOWS, DEARMAN & WAITS, INC. - CONSULTING ENGINEERS -

Date: 2-18-15

Project: Comprehensive Sewer Improvements Phase I 1273-S001
City of Hattiesburg

Pay Estimate No.: Six (6) & FINAL

Contractor:
C.J. Morgan, Inc.
292 Eatonville Rd, Hattiesburg, MS 39401

Pay Period: Mar. 1, 2014 to Feb. 18, 2015

Item No.	Item Description	Total Quantities			Unit	Unit Price	Amount
		On Cont. Price Est.	Allowed This Period	Allowed To Date			
						CONTRACT TOTAL:	**$ 776,146.00**
1	8" SDR 26 PVC Sewer Pipe (0'-6')	440		625.08	Lin. Ft.	$25.00	$ 15,627.00
2	8" SDR 26 PVC Sewer Pipe (6'-8')	946		315.82	Lin. Ft.	$27.00	$ 8,527.14
3	8" SDR 26 PVC Sewer Pipe (8'-10')	1,407		633.54	Lin. Ft.	$29.00	$ 18,372.66
4	8" SDR 26 PVC Sewer Pipe (10'-12')	155		146.60	Lin. Ft.	$32.00	$ 4,691.20
5	8" SDR 26 PVC Sewer Pipe (12'-14')	161		25.87	Lin. Ft.	$38.00	$ 983.06
6	8" SDR 26 PVC Sewer Pipe (14'-16')	160			Lin. Ft.	$43.00	$ -
7	8" SDR 26 PVC Sewer Pipe (16'-18')	134			Lin. Ft.	$53.00	$ -
8	12" SDR 26 PVC Sewer Pipe (6'-8')	300		52.53	Lin. Ft.	$33.00	$ 1,733.49
9	12" SDR 26 PVC Sewer Pipe (8'-10')	481		706.84	Lin. Ft.	$35.00	$ 24,739.40
10	12" SDR 26 PVC Sewer Pipe (10'-12')	342		313.78	Lin. Ft.	$38.00	$ 11,923.64
11	15" SDR 26 PVC Sewer Pipe (0'-6')	80			Lin. Ft.	$38.00	$ -
12	15" SDR 26 PVC Sewer Pipe (6'-8')	662			Lin. Ft.	$40.00	$ -
13	15" SDR 26 PVC Sewer Pipe (8'-10')	325			Lin. Ft.	$42.00	$ -
14	15" SDR 26 PVC Sewer Pipe (10'-12')	219			Lin. Ft.	$48.00	$ -
15	12" Steel Casing (0.25" WT) (Open Cut)	40			Lin. Ft.	$75.00	$ -
16	12" Steel Casing (0.25" WT) (Bored)	160		160.00	Lin. Ft.	$175.00	$ 28,000.00
17	20" Steel Casing (0.25" WT) (Bored)	80			Lin. Ft.	$275.00	$ -
18	48" Precast Concrete Sewer Manhole (6'-8')	4		4	Each	$2,230.00	$ 8,920.00
19	48" Precast Concrete Sewer Manhole (8'-10')	8		7	Each	$2,500.00	$ 17,500.00
20	48" Precast Concrete Sewer Manhole (10'-12')	4		1	Each	$2,900.00	$ 2,900.00
21	48" Precast Concrete Sewer Manhole (14'-16')	1			Each	$3,500.00	$ -
22	48" Precast Concrete Sewer Manhole (16'-18')	1			Each	$4,500.00	$ -
23	60" Precast Concrete Sewer Manhole (6'-8')	2			Each	$2,700.00	$ -
24	60" Precast Concrete Sewer Manhole (10'-12')	4			Each	$3,500.00	$ -
25	Drop Manhole Assembly (All Depths)	3			Each	$3,000.00	$ -
26	Demolition and Removal of Existing Manhole	14		6	Each	$500.00	$ 3,000.00
27	Remove, Modify and Reset Existing Manhole (Site 5 WSF Tatum Blvd)	1		1	Lump Sum	$2,000.00	$ 2,000.00
28	Removal of Existing Septic Tank (Incl. disconnect from structure, removal of waste, removal of tank, etc.)	1		1.0	Each	$2,000.00	$ 2,000.00
29	4" Sewer Pipe for Services (All Depths)	474			Lin. Ft.	$14.00	$ -
30	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	1,350		387	Lin. Ft.	$20.00	$ 7,740.00
31	8" SDR 13 HPDE Sewer Pipe for Services (All Depths) (Dir. Bored)	275			Lin. Ft.	$55.00	$ -
32	8"x8"x6" PVC Tee	15		3.00	Each	$100.00	$ 300.00
33	12"x12"x6" Tee	8		7.00	Each	$200.00	$ 1,400.00
34	15"x15"x6" Tee	26			Each	$350.00	$ -
35	6" PVC Cleanout	49		8.00	Each	$150.00	$ 1,200.00
36	Crushed Aggregate (Size 825)	2,168		1528.23	Ton	$38.00	$ 58,072.74
37	Select Fill Material (Class 9, Group C), LVM	6,226		203.00	Cu. Yd.	$8.00	$ 1,624.00
38	Concrete Pavement Repair (All Depths)	335		35.00	Sq. Yd.	$58.00	$ 2,030.00
39	Asphalt Pavement Repair (All Depths)	4,500		1377.07	Sq. Yd.	$30.00	$ 41,312.10
40	Concrete Curb & Gutter (Match Existing Type)	20			Lin. Ft.	$50.00	$ -
41	Clearing and Grubbing	1		1.00	Lump Sum	$3,975.00	$ 3,975.00
42	Grassing	1	0.20	0.20	Lump Sum	$7,500.00	$ 1,500.00
43	Temporary Erosion Control	1		0.40	Lump Sum	$7,000.00	$ 2,800.00
44	Mobilization	1		0.40	Lump Sum	$60,000.00	$ 24,000.00
45	Maintenance of Traffic	1		0.40	Lump Sum	$5,000.00	$ 2,000.00

	Total Earned - Regular Work	$ 298,871.43
	Less 0% Retainage	
	Stored Materials	
Percent Complete: 38.5%	**Total Due - Regular Work**	$ 298,871.43
	Less Previous Payments	$ 267,634.29
	Net Amount Due This Estimate	$ 31,237.14
	Less Deductions	$ -
	Net Payment Due	$ 31,237.14

CERTIFIED CORRECT:

APPROVED:

Hattiesburg, Mississippi does hereby certify to Hancock 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 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 December 19, 2014 (the "Loan Agreement").
(4) The payment herein authorized and approved is a proper charge against the 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)

City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2015-1767

File ID: 2015-1767 **Type:** Regular Agenda Item **Status:** Agenda Ready

Version: 1 **Reference:** **In Control:** City Council

File Created: 03/23/2015

Brief Title: Designate Southern Prohibition Brewing's May 9, 2015, concert as a city-approved event for the purposes described in Ordinance Number 3148.

Final Action:

Minute Book Number: MB2015-99-100

Title:

Designate Southern Prohibition Brewing's free outdoor/indoor concert Saturday, May 9, 2015, on Mobile Street in downtown Hattiesburg as a city-approved event for the purposes described in Ordinance Number 3148.

Notes:

Sponsors:

Enactment Date:

Attachments: Emails from E. Curry, 5-9-2015 concert, ORD 3148 - Possession and Consumption of Beer and Light Wine

Enactment Number:

Contact:

Meeting Date: 04/07/2015

Drafter: Debbie Bernardo

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/07/2015	Designate				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to designate Southern Prohibition Brewing's free outdoor/indoor concert Saturday, May 9, 2015, on Mobile Street in downtown Hattiesburg as a city-approved event for the purposes described in Ordinance Number 3148.

Council Vice President Naylor stated that Major Sims said [during Agenda Review] that if the Hattiesburg police department is to staff these events, the organizers or the city would have to pay or agree to overtime.

Council President Bradley stated that the Council has received the Attorney General opinions from Attorney Lawrence and will need to look at [city] policy to be sure that [the city] is following the law.

Council member Delgado asked Assistant Chief Misenhelter to explain the rationale behind his memo on the costs of the festivals. She said Hubfest is about four times larger than Mobile Street Festival but the memo estimates 40 officers for each event.

Assistant Chief Misenhelter said historically [HPD] likes to provide one officer for ever 50 people at these events. He said that 40 would be the maximum, as [HPD] does not have enough officers to staff [more officers than that]. Council member Delgado said that in the future, that rationale needs to be explained in the memo to explain why security costs are the same for an event with 10,000 people and another with 40,000 people.

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

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Yea:	5	Council Member Bradley
		Council Member Delgado
		Council Member Carroll
		Council Member Dryden
		Council Member Naylor
ΓEL-No Vote:	0	

Text of Legislative File 2015-1767

Title

Designate Southern Prohibition Brewing's free outdoor/indoor concert Saturday, May 9, 2015, on Mobile Street in downtown Hattiesburg as a city-approved event for the purposes described in Ordinance Number 3148.

Summary

Designate Southern Prohibition Brewing's May 9, 2015, concert as a city-approved event for the purposes described in Ordinance Number 3148.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Bernardo, Debbie

From: emily.jd.curry@gmail.com on behalf of Emily Curry <emily@soprobrewing.com>
Sent: Monday, March 30, 2015 9:57 AM
To: Bernardo, Debbie
Subject: Re: 5/9 Street Closure and Alcohol Approval

Alright Debbie! I promise I'm not this flaky, but I have been getting the run around on venues. We would like to submit to shut down Mobile St. from the 4 way stop at Front all the way down to Batson Street from 1:00 pm until 8:00 pm for set up and clean up. We also would like to use the parking lot on the corner of Mobile and Front street as a venue/beer garden (so beer will be sold on public property).

Would you also please send me Mary Dryden's email address so I can fill her in about what we are doing in her Ward before we present it in front of the council next Monday.
Am I forgetting any information you need?

Cheers!

Emily Curry
Sales Manager, Southern Prohibition Brewing
p:601.504.7877 | m:601.616.5146 | e:emily@soprobrewing.com |
w:soprobrewing.com | a: 301 Mobile St. Hattiesburg, MS 39401

IMPORTANT: The contents of this email and any attachments are confidential. They are intended for the named recipient(s) only. If you have received this email by mistake, please notify the sender immediately and do not disclose the contents to anyone or make copies thereof.

Get a signature like this: **Click here!**

On Mon, Mar 23, 2015 at 1:34 PM, Emily Curry <emily@soprobrewing.com> wrote:
Dear Debbie,

I am Emily Curry, the sales manager of Southern Prohibition Brewing. On Saturday, May 9, our brewery is organizing a celebration hopefully in a closed off portion of Mobile Street. We plan to bring in well over 1000 patrons to a first year event that includes a free outdoor/indoor concert. We are in the midst of booking an act for the event and will release a special anniversary beer for the occasion. We are hoping to go beyond just the craft beer enthusiasts and bring a premium annual event to downtown Hattiesburg. As you know, Hattiesburg is an exciting and budding town, and part of our mission at Southern Prohibition is to make Mississippi an even better place to live.

In order to execute a successful event, we need approval of the City Council to allow vendors to sell food and alcohol on public property. Andrea Saffle of the HHDA gave me your contact information to request that our event be put on the council's agenda, and request the proper forms to make sure we are in line with the city's ordinance. I believe the portion of the street we are looking to close down is in Mary Dryden's Ward. Mobile

Street from the Bottling Company to Front Street, with Town Square Park as an alternative plan. Please reach out to me via email or on my personal cell at 601-616-5146 at your convenience.

Sincerely,

Emily Curry
Sales Manager, Southern Prohibition Brewing Llc
p:601.504.7877 | m:601.616.5146 | e:emily@soprobrewing.com |
w:soprobrewing.com | a: 301 Mobile St. Hattiesburg, MS 39401

IMPORTANT: The contents of this email and any attachments are confidential. They are intended for the named recipient(s) only. If you have received this email by mistake, please notify the sender immediately and do not disclose the contents to anyone or make copies thereof.

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ORDINANCE NUMBER 3148

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

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

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

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

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

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

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

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

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

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

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

YEAS: Bradley
Delgado
Dryden
Naylor

NAYS: None ABSENT: Carroll

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

(S E A L)

ATTEST:

Debra K Bernardo
CLERK OF COUNCIL

ADOPTED:

PRESIDENT

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

ATTEST:

DEPUTY CITY CLERK

APPROVED:

MAYOR

City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2015-1784

File ID: 2015-1784 **Type:** Regular Agenda Item **Status:** Agenda Ready

Version: 1 **Reference:** **In Control:** City Council

File Created: 03/31/2015

Brief Title: Designate Spring Art Walk and other HHDA events as city-approved events for the purposes described in Ordinance Number 3148.

Final Action:

Minute Book Number: MB2015-100

Title:

Designate Historic Hattiesburg Downtown Association's Spring Art Walk Saturday, April 11, 2015, and other events listed on the attached 2015 HHDA schedule, as city-approved events for the purposes described in Ordinance Number 3148.

Notes:

Sponsors:

Enactment Date:

Attachments: Letter and Schedule - A. Saffle, HHDA, Memo, F. Misenhelter, PD Overtime Costs, ORD 3148 - Possession and Consumption of Beer and Light Wine

Enactment Number:

Contact:

Meeting Date: 04/07/2015

Drafter: Debbie Bernardo

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/07/2015	Designate				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Designate Historic Hattiesburg Downtown Association's Spring Art Walk Saturday, April 11, 2015, and other events listed on the attached 2015 HHDA schedule, as city-approved events for the purposes described in Ordinance Number 3148.

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

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

ΓEL-No Vote: 0

Text of Legislative File 2015-1784

Title

Designate Historic Hattiesburg Downtown Association's Spring Art Walk Saturday, April 11, 2015, and other events listed on the attached 2015 HHDA schedule, as city-approved events for the purposes described in Ordinance Number 3148.

Summary

Designate Spring Art Walk and other HHDA events as city-approved events for the purposes described in Ordinance Number 3148.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

HISTORIC DOWNTOWN

March 25, 2015

2015 Promotion Partners

African American Military History Museum
Albert & Associate Architects
Area Development Partnership
BancorpSouth
Bryan Nelson P.A.
Bianchi's Pizzeria
City of Hattiesburg
Chain Electric Company
Finlo Construction Co.
Forrest County Board of Supervisors
HMP Management Corporation
Hood Industries
L & A Contracting
Mississippi Power
Saenger Theatre
Signs First
Visit Hattiesburg
Willmut Gas
Warren Paving

Forrest General Hospital
Juvo Technologies
Neel-Schaffer
Regions Bank
Trustmark Bank

Hanco Corporation
Heidelberg Law Firm, PLLC
Montague, Pittman, & Varnado
Sack's Outdoor
Southern Prohibition Brewing
Standard Office Supply
USM Foundation

Johnny L. DuPree, Ph. D., Mayor
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Dear Mayor:

The Historic Hattiesburg Downtown Association, HHDA, is in the process of planning our events calendar for the rest of the year. I will be submitting a request to HPD and the city Traffic Department to close several streets for the Spring Art Walk on April 11th.

On behalf of HHDA, I would like to request that the City Council consider suspending the ordinance regulating the sale/consumption of alcoholic beverages, beer or light wine; thus creating a one-day exception to City Ordinance 2103 for the attached dates. This would allow for the sale and consumption of alcoholic beverages on the streets closed to vehicular traffic during the hours of listed for these events. We plan for a variety of activities in various areas along the street. Just like in years past, these will be family-friendly events.

Thank you in advance for considering our request, if you need additional information please let me know.

Sincerely,

Andrea Saffle
Executive Director, Historic Hattiesburg Downtown Association

Historic Hattiesburg Downtown Association P.O. Box 150
Hattiesburg, MS 39403

HISTORIC DOWNTOWN

March 25, 2015

2015 Promotion Partners

African American Military History Museum
Albert & Associate Architects
Area Development Partnership
BancorpSouth
Bryan Nelson P.A.
Bianchi's Pizzeria
City of Hattiesburg
Chain Electric Company
Finlo Construction Co.
Forrest County Board of Supervisors
HMP Management Corporation
Hood Industries
L & A Contracting
Mississippi Power
Saenger Theatre
Signs First
Visit Hattiesburg
Willmut Gas
Warren Paving

Forrest General Hospital
Juvo Technologies
Neel-Schaffer
Regions Bank
Trustmark Bank

Hanco Corporation
Heidelberg Law Firm, PLLC
Montague, Pittman, & Varnado
Sack's Outdoor
Southern Prohibition Brewing
Standard Office Supply
USM Foundation

Mr. Kim Bradley, President
Hattiesburg City Council
P. O. Box 1898
Hattiesburg, MS 39403

Dear Kim:

The Historic Hattiesburg Downtown Association, HHDA, is in the process of planning our events calendar for the rest of the year. I will be submitting a request to HPD and the city Traffic Department to close several streets for the Spring Art Walk on April 11th.

On behalf of HHDA, I would like to request that the City Council consider suspending the ordinance regulating the sale/consumption of alcoholic beverages, beer or light wine; thus creating a one-day exception to City Ordinance 2103 for the attached dates. This would allow for the sale and consumption of alcoholic beverages on the streets closed to vehicular traffic during the hours of listed for these events. We plan for a variety of activities in various areas along the street. Just like in years past, these will be family-friendly events.

Thank you in advance for considering our request, if you need additional information please let me know.

Sincerely,

Andrea Saffle
Executive Director, Historic Hattiesburg Downtown Association

Historic Hattiesburg Downtown Association P.O. Box 150
Hattiesburg, MS 39403

HHDA Events and HHDA Partnered Events for 2015

Here is a compiled list I have so far. The HHDA Promotions Committee is working on some other event ideas for later in the year. If that happens I may request to add some events to this list.

Date	Time	Event	Location	Alcohol in Street
3/14	5-8pm	SoPro/Bianchis/ Southern Fried Comics Front Street Block Party "Pow Rye in the Kisser	Front Street	Yes
3/28	9a-5pm	HubFest (ADP)	Downtown	Yes
4/11	5-8pm	Spring Art Walk	Downtown	Yes
4/10	5-8pm	Live @ 5	Town SqPark	Yes
4/17	5-8pm	Live @ 5	Town SqPark	Yes
4/24	5-8pm	Live @ 5	Town SqPark	Yes
5/1	5-8pm	Live @ 5	Town SqPark	Yes
5/8	5-8pm	Live @ 5	Town SqPark	Yes
10/2	5-8pm	Live @ 5	Town SqPark	Yes
10/9	5-8pm	Live @ 5	Town SqPark	Yes
10/16	5-8pm	Live @ 5	Town SqPark	Yes
10/23	5-8pm	Live @ 5	Town SqPark	Yes
10/30	5-8pm	Live @ 5	Town SqPark	Yes
11/7	5-8pm	Fall Art Walk	Downtown	Yes
12/11	5-8pm	Holiday Open House/ Event	Downtown	Yes
12/31	6p-2am	New Year's Eve Block Party	Front Street	Yes

HHDA Events for 2015

Here is a compiled list I have so far. The HHDA Promotions Committee is working on some other event ideas for later in the year. If that happens I may request to add some events to this list.

Date	Time	Event	Location	Alcohol in Street
4/11	5-8pm	Spring Art Walk	Downtown*	Yes
11/7	5-8pm	Fall Art Walk	Downtown*	Yes
12/11	5-8pm	Holiday Open House/ Event	Downtown*	Yes
12/31	6p-2am	New Year's Eve Block Party	Front Street	Yes

* Downtown street closings requested are as follows:

Main Street between Pine Street and Buschman Street

Walnut Street between Main Street and Buschman Street

Front Street between Forrest Street and Mobile Street (closed

Arnold, Valerie

From: Misenhelter, Frank
Sent: Friday, March 13, 2015 10:28 AM
To: Arnold, Valerie
Subject: Overtime exspense

Val,

Here is a breakdown of events and the overtime costs associated with each event for the Hattiesburg police Department.

Hubfest	40 officers	12,800
Eaglepalooza	35 officers	8,960
Live at 5 / 10 events	4 officers	5,120
Mobile St Fest	40 officers	10,240
SoPro	4 officers	640
Art Walk	2 officers	192
Open House	2 officers	192
New Years Eve	5 officers	1,280
	Total cost:	**39,424**

If you need additional information please let me know.

Respectfully,

Frank Misenhelter
Assistant Chief of Police
Hattiesburg Police Department
1 Government Plaza
Hattiesburg MS 39401
Phone 601.545.4902
Fax 601.545.4952

ORDINANCE NUMBER 3148

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

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

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

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

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

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

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

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

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

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

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

YEAS: Bradley
Delgado
Dryden
Naylor

NAYS: None ABSENT: Carroll

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

(S E A L)

ATTEST:

Debra K Bernardo
CLERK OF COUNCIL

ADOPTED:

PRESIDENT

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

ATTEST:

DEPUTY CITY CLERK

APPROVED:

MAYOR

City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2015-1783

File ID: 2015-1783 **Type:** Regular Agenda Item **Status:** Agenda Ready

Version: 2 **Reference:** **In Control:** City Council

File Created: 03/31/2015

Brief Title: State Fire Academy Contract 2015 for Driver/Operator Training **Final Action:** 04/07/2015

Minute Book Number: MB2015-100-101

Title:

Authorize the Mayor and Fire Chief to execute joint contractual agreement between the Mississippi State Fire Academy (MSFA) and the Hattiesburg Fire Department to provide the Driver/Operator NFPA 1002: Pumper-Field Course, to be held at the Petal Fire Department April 6 - 20, 2015, for 6 students at a cost per student of $140.29, for a total cost $841.74 (nunc pro tunc).

Notes:

Sponsors: **Enactment Date:**

Attachments: State Fire Academy MOU, executed State Fire Academy MOU **Enactment Number:**

Contact: **Meeting Date:** 04/07/2015

Drafter: **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council - Amendments to the Agenda	04/07/2015					
1	City Council	04/07/2015	Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Authorize the Mayor and Fire Chief to execute joint contractual agreement between the Mississippi State Fire Academy (MSFA) and the Hattiesburg Fire Department to provide the Driver/Operator NFPA 1002: Pumper-Field Course, to be held at the Petal Fire Department April 6 - 20, 2015, for 6 students at a cost per student of $140.29, for a total cost $841.74 (nunc pro tunc).

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

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Yea:	5	Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor
ΓEL-No Vote:	0	

Text of Legislative File 2015-1783

Title

Authorize the Mayor and Fire Chief to execute joint contractual agreement between the Mississippi State Fire Academy (MSFA) and the Hattiesburg Fire Department to provide the Driver/Operator NFPA 1002: Pumper-Field Course, to be held at the Petal Fire Department April 6 - 20, 2015, for 6 students at a cost per student of $140.29, for a total cost $841.74 (nunc pro tunc).

Summary

Agreement between the Mississippi State Fire Academy (MSFA) and the Hattiesburg Fire Department to provide the Driver/Operator NFPA 1002: Pumper-Field Course

Budget Information

Expenditure Type

Purchasing Item

CONTRACT

Publication Information

STATE FIRE ACADEMY

Division of the Mississippi Insurance Department
#1 FIRE ACADEMY U.S.A.
JACKSON, MISSISSIPPI 39208-9600
Phone: (601) 932-2444

Reggie Bell
Executive Director

Mike Chaney
Insurance Commissioner

Memorandum of Understanding (Rev. 7/2010)

This Memorandum of Understanding is entered into between the Mississippi State Fire Academy (MSFA), #1 Fire Academy USA, Jackson, MS 39208 (Rankin County Mississippi) and the following Customer:

Customer Name:	Hattiesburg Fire Department
Address:	53 Academy Dr.
City, State Zip:	Hattiesburg, MS. 39401
Phone:	601-545-4650
Fax:	601-545-4652
Federal ID Number:	64-6000432
Contact Person/Title:	Barry Collins; Director of Training
Email Address:	bcollins@hattiesburgms.com

1. **DATE(S) OF SERVICE: April 6 - 20, 2015**
This contract MUST be signed & received by the MSFA (5) business days prior to course starting

2. **LOCATION FOR SERVICE TO BE PERFORMED: Petal Fire Department**

3. **DESCRIPTION OF SERVICE TO BE PROVIDED TO CUSTOMER:** Mississippi State Fire Academy (MSFA) shall provide the course, Driver/Operator NFPA 1002: Pumper – Field Course. Academy Staff will provide the local course coordinator a complete package to manage the delivery of the course. **No books are included.** MSFA will administer all written and skill examinations. Examination dates must be approved by MSFA personnel. All communications concerning test scores, student activities, etc..shall be between the MSFA coordinator and the local course manager. The customer shall ensure that all participants have been trained to the level of NFPA 1001, Level I – II prior to start of course. Certificate will be issued upon successful completion of course.
All documents and curriculum provided to the Hosting Fire Department from MSFA are the property of MSFA and cannot be duplicated for use outside of this delivery.

4: **NUMBER OF STUDENTS THIS MEMORANDUM OF UNDERSTANDING APPLIES TO:**
Minimum Number: 6 Maximum Number: 6

5. **SERVICE FEE:** Total Cost: $ **841.74** Per Student = $ **140.29**
Ellisville Fire: 3 students at $140.29 = $420.87
Petal Fire: 5 students at $140.29 = $701.45
Hattiesburg Fire: 6 students at $140.29 = 841.74

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order:

Please note: That if there is more than one department/organization entering this agreement for this course and the fee is split between the departments/organizations, the cost per student is based on the provided number of students. If the number of students from participating departments/organizations changes, the cost per student will change. However, the total of the fees will equal the total cost above and will be split between the participating departments/organizations.
If on Academy campus Monday through Thursday, are meals to be provided: ☐ Yes ☐ No ☒ N/A If Yes, indicate which meals are provided: ____Breakfast served 6:30 a.m. to 7:15 a.m ____Lunch served 11:30 a.m. to 12:45 p.m.
If on Academy campus Monday through Thursday, are dorm beds requested: ☐ Yes ____# of Beds ☐ No ☒ N/A

Note: An invoice will be submitted to the customer upon completion of the service. If a purchase order number is required from your company, please fill in the appropriate blocks on this form. Payment for services is due within thirty (30) days of completion of services and receipt of invoice.

6. MODIFICATION, AMENDMENT, OR TERMINATION OF AGREEMENT:
Modifications, amendments, or termination of the Memorandum of Understanding may be made upon mutual agreement of both parties but must be in writing and signed by both parties. This Agreement may be terminated by the Academy upon written notice to the Customer should the Academy be subject to governmental budgetary cuts or if personnel cuts limit the amount of available manpower necessary to execute the professional service.

7. INSURANCE:
Customer represents that it will maintain workers' compensation insurance as prescribed by law that will insure to the benefit of the customer's personnel, as well as comprehensive general liability insurance. The Academy represents that it maintains workers compensation insurance for Academy personnel during the course of their official duties. Further, the Academy represents that as a state agency, the Mississippi Tort Claims Board views the organization as a sub-agency of the Mississippi Insurance Department. The Mississippi Insurance Department is certified by the Mississippi Tort Claims Board by participating in the Mississippi Tort Claims Fund as set forth in Chapter 46, Title 11, Mississippi Code 1972, as amended. This fund provides protection for tort claims against state employees and agencies subject to terms and limitations established by law while in the scope of their duties.

8. GOVERNING LAW:
This Agreement will be construed and governed in accordance with the laws of the State of Mississippi excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

9. ACADEMY COURSE MATERIAL IS PROTECTED PROPERTY:
Academy course instructional material (lesson plans, power point presentations, handouts, skills check offs, etc.) shall be considered Protected Property belonging to the Academy. If part of this agreement is to provide the Customer this information for performance of this agreement, the Customer shall not copy, duplicate, transcribe, or any other form of duplication, in whole or in part, any course material submitted to them for use in fulfilling this Memorandum of Understanding, either directly or indirectly, for personal benefit, the benefit of another, or for future use. This statement of policy shall continue to be in effect whether or not the Agreement is terminated or has expired. Additionally, if any state property is utilized as part of this agreement, the Customer assures proper custody and care of the property (withstanding normal use and wear and tear).

10. ACKNOWLEDGEMENT OF MEMORANDUM OF UNDERSTANDING:
This constitutes the entire agreement of both parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. For the faithful performance of the terms of this agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

PARTIES IN AGREEMENT:

Mississippi State Fire Academy
Authorized Personnel: Reggie Bell, Executive Director
Authorized Personnel: Pam Ladner, Office Director

3/17/15
Signature/Date

Pam Ladner 3-17-2015
Signature/Date

Academy Contact Regarding this Agreement:
Mike Word, Instructor Advanced
Telephone: 601-932-2444 x344
Email: mword@msfa.state.ms.us

Customer: Hattiesburg Fire Department
Authorized Personnel: Paul Presley

Title: Fire Chief
Authorized Personnel: ppresley@hattiesburgms.com

Paul Presley
Signature/Date

Johnny L DuRee
Optional Signature or Designee/Date:

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order:

Customer Invoicing/Billing Address:

Contact Name:
Contact Phone Number:

Please fax to 601-932-2619 and mail the original signature document to the Fire Academy at the following address:
Pam Ladner, Office Director
State Fire Academy
#1 Fire Academy USA Jackson MS 39208-9600

STATE FIRE ACADEMY

Division of the Mississippi Insurance Department
#1 FIRE ACADEMY U.S.A.
JACKSON, MISSISSIPPI 39208-9600
Phone: (601) 932-2444

Reggie Bell
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City, State Zip:	Hattiesburg, MS. 39401
Phone:	601-545-4650
Fax:	601-545-4652
Federal ID Number:	64-6000432
Contact Person/Title:	Barry Collins; Director of Training
Email Address:	bcollins@hattiesburgms.com

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This contract MUST be signed & received by the MSFA (5) business days prior to course starting

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If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order:

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If on Academy campus Monday through Thursday, are dorm beds requested: ☐ Yes _____# of Beds ☐ No ☒ N/A

Note: An invoice will be submitted to the customer upon completion of the service. If a purchase order number is required from your company, please fill in the appropriate blocks on this form. Payment for services is due within thirty (30) days of completion of services and receipt of invoice.

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This Agreement will be construed and governed in accordance with the laws of the State of Mississippi excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

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10. ACKNOWLEDGEMENT OF MEMORANDUM OF UNDERSTANDING:
This constitutes the entire agreement of both parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. For the faithful performance of the terms of this agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

PARTIES IN AGREEMENT:
Mississippi State Fire Academy
Authorized Personnel: Reggie Bell, Executive Director
Authorized Personnel: Pam Ladner, Office Director

Reggie Bell 3/17/15
Signature/Date

Pam Ladner 3-17-2015
Signature/Date

Academy Contact Regarding this Agreement:
Mike Word, Instructor Advanced
Telephone: 601-932-2444 x344
Email: mword@msfa.state.ms.us

Customer: Hattiesburg Fire Department
Authorized Personnel: Paul Presley

Title: Fire Chief
Authorized Personnel: ppresley@hattiesburgms.com

Paul Presley 4-7-15
Signature/Date

Johnny L McRae 4-7-15
Optional Signature or Designee/Date:

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order:

Customer Invoicing/Billing Address:

Contact Name:
Contact Phone Number:

Please fax to 601-932-2819 and mail the original signature document to the Fire Academy at the following address:
Pam Ladner, Office Director
State Fire Academy
#1 Fire Academy USA Jackson MS 39208-9600

City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2015-1768

File ID: 2015-1768 **Type:** Regular Agenda Item **Status:** Passed

Version: 1 **Reference:** **In Control:** City Council

File Created: 03/24/2015

Brief Title: Comprehensive Sewer Improvements Phase I - Supplemental Agreement No. 1; Final Acceptance; and Publication of Notice of Final Settlement

Final Action: 04/07/2015

Minute Book Number: MB2015-101

Title:

Approve Supplemental Agreement No. 1 for Comprehensive Sewer Improvements Phase I, decreasing construction contract by Two Hundred Ninety-Eight Thousand Eight Hundred Seventy-One and 43/100 Dollars ($298,871.43); Authorize Mayor to execute four (4) copies of said Supplemental Agreement No. 1; Approve Final Acceptance of Comprehensive Sewer Improvements Phase I; and Authorize Publication of the Notice of Final Settlement of contract of said project.

Notes:

Sponsors: **Enactment Date:**

Attachments: comSwip Supplemental 1 and closeout, NOTICE OF FINAL SETTLEMENT ComSWIP Phase I, executed comSwip Supplemental 1 and closeout

Enactment Number:

Contact: **Meeting Date:** 04/07/2015

Drafter: Janet Beech **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/07/2015	Approve				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Approve Supplemental Agreement No. 1 for Comprehensive Sewer Improvements Phase I, decreasing construction contract by Two Hundred Ninety-Eight Thousand Eight Hundred Seventy-One and 43/100 Dollars ($298,871.43); Authorize Mayor to execute four (4) copies of said Supplemental Agreement No. 1; Approve Final Acceptance of Comprehensive Sewer Improvements Phase I; and Authorize Publication of the Notice of Final Settlement of contract of said project.

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

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Yea:	5	Council Member Bradley
		Council Member Delgado
		Council Member Carroll
		Council Member Dryden
		Council Member Naylor
ΓEL-No Vote:	0	

Text of Legislative File 2015-1768

Title

Approve Supplemental Agreement No. 1 for Comprehensive Sewer Improvements Phase I, decreasing construction contract by Two Hundred Ninety-Eight Thousand Eight Hundred Seventy-One and 43/100 Dollars ($298,871.43); Authorize Mayor to execute four (4) copies of said Supplemental Agreement No. 1; Approve Final Acceptance of Comprehensive Sewer Improvements Phase I; and Authorize Publication of the Notice of Final Settlement of contract of said project.

Summary

Comprehensive Sewer Improvements Phase I - Supplemental Agreement No. 1; Final Acceptance; and Publication of Notice of Final Settlement.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Hattiesburg American & Clarion Ledger

sdw
Engineering Progress

March 19, 2015

City of Hattiesburg
PO Box 1898
Hattiesburg MS 39403-1898

Attn: Lamar Rutland, P.E.

RE: Comprehensive Sewer Improvement - Phase 1
Hattiesburg, MS

Dear Mr. Rutland:

This is to certify the above referenced project has been completed in accordance with the previously approved plans and specifications.

Enclosed are the following documents:

1. The final estimate no. 6 in the amount of $31,237.14
2. Contractor's Affidavit of Release of Liens
3. Consent of Surety to final Payment
4. Contractor's Warranty Letter
5. Supplemental Agreement No. 1
6. As-Built Plans

Please do not hesitate to contact me should you have questions or comments.

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/rs

Enclosures

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

G:\PROJECTS\Hattiesburg_City of\1273-S001 - Comprehensive Sewer Improvements - Phase I\Corres\Closeout\1273S001_Hburg_Closeout Docs_trans.doc

Print Form

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Project/ Owner

Project: Comprehensive Sewer Improvements Phase 1

Address: 301 Second Ave
Hattiesburg, MS
City State Zip Code

Owner: City of Hattiesburg Mississippi

Contractor

Name: C. J. Morgan, Inc

Address: 712 Edgewood Drive
Hattiesburg MS 39401
City State Zip Code

Contractor Licence: 02840-MC

Contract Date: 4 / 3 /2012

TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor hereby waives, discharges, and releases any and all liens, claims, and rights to liens against the above-mentioned project, and any and all other property owned by or the title to which is in the name of the above-referenced Owner and against any and all funds of the Owner appropriated or available for the construction of said project, and any and all warrants drawn upon or issued against any such funds or monies, which the undersigned Contractor may have or may hereafter acquire or possess as a result of the furnishing of labor, materials, and/or equipment, and the performance of Work by the Contractor on or in connection with said project, whether under and pursuant to the above-mentioned contract between the Contractor and the Owner pertaining to said project or otherwise, and which said liens, claims or rights of lien may arise and exist.

The undersigned further hereby acknowledges that the sum of
Thirty One Thousand Two Hundred Thirty Seven and 14/100
Dollars ($31,237.14) constitutes the entire ***unpaid*** balance due the undersigned in connection with said project whether under said contract or otherwise and that the payment of said sum to the Contractor will constitute payment in full and will fully satisfy any and all liens, claims, and demands which the Contractor may have or assert against the Owner in connection with said contract or project.

Dated this 18th day of March 2015

CJ Morgan Inc
Contractor

Witness to Signature:

Jenny Powell

Walter S Reynolds

By: C. Bruce Morgan

Title: President

C. J. Morgan, Inc.

712 EDGEWOOD DRIVE
HATTIESBURG, MISSISSIPPI 39401
PHONE: 601-544-3192 • FAX: 601-582-9055

March 18, 2015

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39401

Re: Comprehensive Sewer Improvements Phase 1

In accordance with our contract, as referenced above, we hereby Warrant all materials and workmanship performed, for a period of one (1) year from date of final acceptance. Please attach letter of acceptance with this document.

Sincerely,

C. Bruce Morgan

C. Bruce Morgan
President

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

Bond No. 105749140

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☒
OTHER ☐

TO OWNER:
(Name and address)

City of Hattiesburg

Hattiesburg, MS

PROJECT:
(Name and address)

Comprehensive Sewer Improvements, Phase 1

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

CONTRACT DATED:

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

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

, SURETY,

on bond of
(Insert name and address of Contractor)

C. J. Morgan, Inc.
712 Edgewood Drive
Hattiesburg, MS 39401

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

City of Hattiesburg

Hattiesburg, MS

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: February 25, 2015
(Insert in writing the month followed by the numeric date and year.)

Travelers Casualty and Surety Company of America
(Surety)

By: Angie M. Strickland
(Signature of authorized representative)

Angie M. Strickland Attorney-in-Fact
(Printed name and title)

Attest:
(Seal): Jamie White
Jamie White, Witness to Surety

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN.

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. 105749140

OR

Project Description: Comprehensive Sewer Improvements, Phase 1

Principal: C. J. Morgan, Inc.

Obligee: City of Hattiesburg

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Angie M. Strickland** of the City of **Jackson**, State of **MS**, their true and lawful Attorney-in-Fact, to sign, execute, seal and acknowledge the surety bond(s) referenced above.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this **10th** day of **September, 2012.**

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **10th** day of **September, 2012**, before me personally appeared **Robert L. Raney,** who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2016.**

Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of February, 2015.

Kevin E. Hughes

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

COMPREHENSIVE SEWER IMPROVEMENTS PHASE I
CITY OF HATTIESBURG

SUPPLEMENTAL AGREEMENT NO. 1

CITY OF HATTIESBURG

WHEREAS, We, C.J. Morgan, Inc. Contractor and Travelers Casualty and Surety Company of America, Surety entered into a contract with the City of Hattiesburg on the 15th day of March, 2012, for Comprehensive Sewer Improvements Phase I.

WHEREAS: The attached Overrun/Underrun statement is included as a part of this change as a result of minor items during construction.

Total of Overrun/Underrun ($298,871.43)

Total decrease of original construction contract is $298,871.43.

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

NOW, THEREFORE, We, C.J. Morgan Inc., Contractor and Travelers Casualty and Surety Company of America, Surety, hereby agree that said Supplemental Agreement is hereby made a part of the Original Contract to be performed under the specifications thereof, and that the Original Contract is in full force and effect, except insofar as it might be modified by this Supplement Agreement.

DATED, this 9th day of March, 2015

C.J. Morgan, Inc.

By: _____
Contractor

Witness: _____

Travelers Casualty and Surety Company, Inc.

By: _____
Surety
Angie M. Strickland

Witness: _____
Jamie White

City of Hattiesburg

By: _____
Owner

Witness: _____

OVERRUNS UNDERRUNS
PROJECT: COMSWIP - Phase I
CONTRACTOR: CJ Morgan

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
1	8" SDR 26 PVC Sewer Pipe (0'-6')	L.F.	440	625.08	185.08		$ 25.00	$ 4,627.00	
	Changed the scope of work for 8"								
2	8" SDR 26 PVC Sewer Pipe (6'-8')	L.F.	946	315.82		630.18	$ 27.00		$ 17,014.86
	Varying field conditions								
3	8" SDR 26 PVC Sewer Pipe (8'-10')	L.F.	1407	633.54		773.46	$ 29.00		$ 22,430.34
	Omitted some of the sites								
4	8" SDR 26 PVC Sewer Pipe (10'-12')	L.F.	155	146.6		8.40	$ 32.00		$ 268.80
	varying field conditions								
5	8" SDR 26 PVC Sewer Pipe (12'-14')	L.F.	161	25.87		135.13	$ 38.00		$ 5,134.94
	Omitted some of the sites								
6	8" SDR 26 PVC Sewer Pipe (14'-16')	L.F.	160			160	$ 43.00		$ 6,880.00
	Omitted this site								
7	8" SDR 26 PVC Sewer Pipe (16'-18')	L.F.	134			134	$ 53.00		$ 7,102.00
	Omitted this site								
8	12" SDR 26 PVC Sewer Pipe (6'-8')	L.F.	300	52.53		247.47	$ 33.00		$ 8,166.51
	Omitted some of the sites								

OVERRUNS UNDERRUNS
PROJECT: COMSWIP - Phase I
CONTRACTOR: CJ Morgan

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
9	12" SDR 26 PVC Sewer Pipe (8'-10')	L.F.	481	706.84	225.84		$ 35.00	$ 7,904.40	
	Varying field conditions								
10	12" SDR 26 PVC Sewer Pipe (10'-12')	L.F.	342	313.78		28.22	$ 38.00		$ 1,072.36
	Varying field conditions								
11	15" SDR 26 PVC Sewer Pipe (0'-6')	L.F.	80			80	$ 38.00		$ 3,040.00
	Omitted this site								
12	15" SDR 26 PVC Sewer Pipe (6'-8')	L.F.	662			662	$ 40.00		$ 26,480.00
	Omitted this site								
13	15" SDR 26 PVC Sewer Pipe (8'-10')	L.F.	325			325	$ 42.00		$ 13,650.00
	Omitted this site								
14	15" SDR 26 PVC Sewer Pipe (10'-12')	L.F.	219			219	$ 48.00		$ 10,512.00
	Omitted this site								
15	12" Steel Casing (0.25" WT) (Open Cut)	L.F.	40			40	$ 75.00		$ 3,000.00
	Omitted this site								
16	12" Steel Casing (0.25" WT) (Bored)	L.F.	160	160			$ 175.00		

OVERRUNS UNDERRUNS
PROJECT: COMSWIP - Phase I
CONTRACTOR: CJ Morgan

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
17	20" Steel Casing (0.25" WT) (Bored)	L.F.	80			80	$ 275.00		$ 22,000.00
	Omitted this site								
18	48" Precast Concrete Sewer Manhole (6'-8')	EA	4	4			$ 2,230.00		
19	48" Precast Concrete Sewer Manhole (8'-10')	EA	8	7		1	$ 2,500.00		$ 2,500.00
	Varying field conditions								
20	48" Precast Concrete Sewer Manhole (10'-12')	EA	4	1		3	$ 2,900.00		$ 8,700.00
	Omitted some of the sites								
21	48" Precast Concrete Sewer Manhole (14'-16')	EA	1			1	$ 3,500.00		$ 3,500.00
	Omitted this site								
22	48" Precast Concrete Sewer Manhole (16'-18')	EA	1			1	$ 4,500.00		$ 4,500.00
	Omitted this site								
23	60" Precast Concrete Sewer Manhole (6'-8')	EA	2			2	$ 2,700.00		$ 5,400.00
	Omitted this site								
24	60" Precast Concrete Sewer Manhole (10'-12')	EA	4			4	$ 3,500.00		$ 14,000.00
	Omitted this site								
25	Drop Manhole Assembly (All Depths)	EA	3			3	$ 3,000.00		$ 9,000.00
	Omitted this site								

OVERRUNS UNDERRUNS
PROJECT: COMSWIP - Phase I
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ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
26	Demolition and Removal of Existing Manhole	EA	14	6		8	$ 500.00		$ 4,000.00
	Omitted some of the sites								
27	Remove, Modify and Reset Existing Manhole (Site 5 WSF Tatum Blvd)	L.S.	1	1			$ 2,000.00		
28	Removal of Existing Septic Tank (Incl. disconnect from structure, removal of	EA	1	1			$ 2,000.00		
29	4" Sewer Pipe for Services (All Depths)	L.F.	474			474	$ 14.00		$ 6,636.00
	Omitted this site								
30	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	L.F.	1350	387		963	$ 20.00		$ 19,260.00
	Omitted some of the sites								
31	8" SDR 13 HPDE Sewer Pipe for Services (All Depths) (Dir. Bored)	L.F.	275			275	$ 55.00		$ 15,125.00
	Omitted this site								
32	8"x8"x6" PVC Tee	EA	15	3		12	$ 100.00		$ 1,200.00
	Omitted some of the sites								
33	12"x12"x6" Tee	EA	8	7		1	$ 200.00		$ 200.00
	Varying field conditions								
34	15"x15"x6" Tee	EA	26			26	$ 350.00		$ 9,100.00
	Omitted this site								

OVERRUNS UNDERRUNS
PROJECT: COMSWIP - Phase I
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ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
35	6" PVC Cleanout	EA	49	8		41	$ 150.00		$ 6,150.00
	Omitted some of the sites								
36	Crushed Aggregate (Size 825)	TON	2168	1528.23		639.77	$ 38.00		$ 24,311.26
	Varying field conditions								
37	Select Fill Material (Class 9, Group C), LVM	C.Y.	6226	203		6023	$ 8.00		$ 48,184.00
	Varying field conditions								
38	Concrete Pavement Repair (All Depths)	S.Y.	335	35		300	$ 58.00		$ 17,400.00
	Varying field conditions								
39	Asphalt Pavement Repair (All Depths)	S.Y.	4500	1377.07		3122.93	$ 30.00		$ 93,687.90
	Varying field conditions								
40	Concrete Curb & Gutter (Match Existing Type)	L.F.	20			20	$ 50.00		$ 1,000.00
	Omitted this site								
41	Clearing and Grubbing	L.S.	1	1			$ 3,975.00		
42	Grassing	L.S.	1			0.8	$ 7,500.00		$ 6,000.00
	Omitted some of the sites								
43	Temporary Erosion Control	L.S.	1	0.4		0.6	$ 7,000.00		$ 4,200.00
	Omitted some of the sites								

OVERRUNS UNDERRUNS
PROJECT: COMSWIP - Phase I
CONTRACTOR: CJ Morgan

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
44	Mobilization	L.S.	1	0.4		0.6	$ 60,000.00		$ 36,000.00
	Omitted some of the sites								
45	Maintenance of Traffic	L.S.	1	0.4		0.6	$ 5,000.00		$ 3,000.00
	Omitted some of the sites								
								$ 12,531.40	$ 489,805.97

PROJECT DECREASE	$ 477,274.57
Original Contract Amount	$ 776,146.00
Underrun	$ 298,871.43
Final Contract Amount	$ 477,274.57

NOTICE OF FINAL SETTLEMENT

NOTICE is hereby given that the contract between the City of Hattiesburg, Mississippi, as Owner, and C. J. Morgan, Inc. for construction services rendered on the Comprehensive Sewer Improvements Project Phase I, as per approved plans and specifications on file in the City Clerk's Office, has been fully and completely performed and exercised, and that final settlement thereof and thereunder will be made.

THIS NOTICE is given pursuant to and under the terms and provisions of Section 31-5-53, Mississippi Code of 1972, annotated as amended and pursuant to the authority conferred by Order of the Mayor and City Council of Hattiesburg, Mississippi, appearing for record upon and as part of the official minutes of said City of Hattiesburg.

WITNESS my signature and the official seal of said City, on this the 7th day of April, 2015, A.D.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

CITY CLERK

(S E A L)

Publish (1) Friday, April 10, 2015
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403

COMPREHENSIVE SEWER IMPROVEMENTS PHASE I
CITY OF HATTIESBURG

SUPPLEMENTAL AGREEMENT NO. 1

CITY OF HATTIESBURG

WHEREAS, We, C.J. Morgan, Inc. Contractor and Travelers Casualty and Surety Company of America, Surety entered into a contract with the City of Hattiesburg on the 15th day of March, 2012, for Comprehensive Sewer Improvements Phase I.

WHEREAS: The attached Overrun/Underrun statement is included as a part of this change as a result of minor items during construction.

Total of Overrun/Underrun	($298,871.43)

Total decrease of original construction contract is $298,871.43.

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

NOW, THEREFORE, We, C.J. Morgan Inc., Contractor and Travelers Casualty and Surety Company of America, Surety, hereby agree that said Supplemental Agreement is hereby made a part of the Original Contract to be performed under the specifications thereof, and that the Original Contract is in full force and effect, except insofar as it might be modified by this Supplement Agreement.

DATED, this 9th day of March, 2015

C.J. Morgan, Inc. Travelers Casualty and Surety Company, Inc.

By: _____
Contractor

By: Angie M. Strickland
Surety
Angie M. Strickland

Witness: _____

Witness: Jamie White
Jamie White

City of Hattiesburg

By: _____
Owner

Witness: Sharon Watts D.C.

OVERRUNS UNDERRUNS
PROJECT: COMSWIP - Phase I
CONTRACTOR: CJ Morgan

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	Varying field conditions								
38	Concrete Pavement Repair (All Depths)	S.Y.	335	35		300	$ 58.00		$ 17,400.00
	Varying field conditions								
39	Asphalt Pavement Repair (All Depths)	S.Y.	4500	1377.07		3122.93	$ 30.00		$ 93,687.90
	Varying field conditions								
40	Concrete Curb & Gutter (Match Existing Type)	L.F.	20			20	$ 50.00		$ 1,000.00
	Omitted this site								
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								$ 12,531.40	$ 489,805.97

PROJECT DECREASE	$ 477,274.57
Original Contract Amount	$ 776,146.00
Underrun	$ 298,871.43
Final Contract Amount	$ 477,274.57

City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2015-1786

File ID: 2015-1786 **Type:** Regular Agenda Item **Status:** Passed

Version: 1 **Reference:** **In Control:** City Council

File Created: 03/31/2015

Brief Title: Professional Services Agreement - Eisenstein Malanchuk LLP **Final Action:** 04/07/2015

Minute Book Number: MB2015-101-102

Title:

Approve professional services agreement by and between the City of Hattiesburg and Eisenstein Malanchuk LLP for Environmental Insurance Cost Recovery services; Authorize Mayor to execute same (nunc pro tunc).

Notes:

Sponsors: **Enactment Date:**

Attachments: Eisenstein Malanchuk LLP, executed Eisenstein Malanchuk LLP **Enactment Number:**

Contact: **Meeting Date:** 04/07/2015

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/07/2015	Approve				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Approve professional services agreement by and between the City of Hattiesburg and Eisenstein Malanchuk LLP for Environmental Insurance Cost Recovery services; Authorize Mayor to execute same (nunc pro tunc).

Council member Carroll asked the Mayor to explain this agreement; Mayor DuPree said this is an attorneys' firm that has had success in looking back at insurance opportunities municipalities may have missed following storm events. He said the firm will go through data from 1985 to the present to see whether the city has missed any opportunities and will go after any funds that have been missed. The Mayor said there is no cost unless funds are located; if they are, the company will receive a percentage. He explained that the term "environmental" refers to the impact storms may have had on lagoons and aerators.

Council member Dryden commented that 35 percent is a large commission; the Mayor responded that 65 percent is better than nothing.

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

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Yea:	5	Council Member Bradley
		Council Member Delgado
		Council Member Carroll
		Council Member Dryden
		Council Member Naylor
ΓEL-No Vote:	0	

Text of Legislative File 2015-1786

Title

Approve professional services agreement by and between the City of Hattiesburg and Eisenstein Malanchuk LLP for Environmental Insurance Cost Recovery services; Authorize Mayor to execute same (nunc pro tunc).

Summary

Professional Services Agreement - Eisenstein Malanchuk LLP

EISENSTEIN MALANCHUK LLP

March 3, 2015

The Honorable Johnny L. Dupree, Ph.D.
Mayor of the City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Re: Environmental Insurance Cost Recovery

Dear Mayor Dupree:

To follow up on our previous discussion, this proposal sets forth the terms under which the City of Hattiesburg ("the Client") would retain Eisenstein Malanchuk LLP ("EM") to seek to locate historic liability insurance policies, and then to present and negotiate environmental insurance coverage claims on behalf of the City.

The project would be undertaken in two stages:

Stage 1 – Preliminary Assessment

- Review documents and conduct interviews in order to reconstruct The City's relevant historic liability insurance program, including, if necessary, contacts with certain third-parties who may have such records

- Undertake an initial review of environmental reports to estimate the potential value of a coverage claim

- At the conclusion of this stage, EM will present a preliminary assessment of the prospects for insurance recovery.

We will undertake this Stage 1 effort at no cost to The City, in consideration of our proceeding to handle these claims if we mutually conclude that they are worthwhile to pursue at this time.

Stage 2 – Presentation of Claim, Negotiation of Settlements

If the information from Stage 1 leads both Client and EM to conclude that an environmental insurance cost recovery effort is worth pursuing at this time, then we will proceed with the preparation, presentation, and negotiation of that claim, on the following terms:

A. Fee Agreement

1. The City will pay a fee to EM of 35% of all gross recovery on this project. The term "gross recovery" means all monetary payments made by insurers, or other tangible benefits accepted in lieu of monetary payments, before consideration of any income tax matters. the City will pay the fee related to each such payment by wire transfer or check within ten (10) days after settlement funds have been received; if settlement funds are received by EM in trust for the City, EM similarly will pay the settlement amount (net of fees) to the City by wire transfer or check within ten (10) days after the settlement funds have been received.

2. No fees will be paid to EM before funds are received by the City or by the City's designated recipient of the payments. The City will have no monetary obligations to EM on this project other than payment of the fee specified in paragraph A.1. Among other things, EM will bear all of its own costs and expenses in pursuing this project (including for travel, copying, computerized research, etc.), and will also fully fund any necessary expert work, including for any needed insurance archeology or environmental experts (which firms can be selected by EM, subject to the City's approval, which shall not be unreasonably withheld).

3. In light of the potential expense of coverage litigation, the parties agree to seek to pursue settlement negotiations to resolve these insurance claims. In the event that litigation is undertaken relating to these claims, EM and the City agree to discuss the fee agreement for such litigation; provided, however, that EM will have the right to decline to represent the City in such litigation, and the City will have the right to decline to utilize EM for such litigation. It is further understood that EM's service will not necessarily include efforts necessary to collect from London Market companies or other insurers who are insolvent or subject to liquidation proceedings, formal or informal, except to the extent mutually agreed by the City and EM.

4. EM will have the right to withdraw from the retention if EM determines, in its sole discretion, that further pursuit of these claims is no longer practicable. In this event no additional fees whatsoever will be payable to EM. Except to the extent such action is taken for the purpose of avoiding payment of fees to EM, the City also will have the right to terminate this engagement at any time, however EM shall receive payments in accordance with paragraph A.1. with respect to any settlements in principle concluded with insurers as a result (in whole or in substantial part) of EM's efforts.

5. In the event of a dispute regarding this agreement or the payment of fees, EM and the City agree to attempt in good faith to resolve the dispute through mediation. If the Parties are unable to resolve the dispute within sixty (60) days (or such longer time as the Parties mutually

agree), then the dispute shall be resolved by binding arbitration, with each Party to bear its own costs and attorneys fees. The procedures specified in this paragraph shall be the sole and exclusive procedures for the resolution of disputes among the Parties with respect to any matters arising out of this agreement.

6. EM intends solely to keep electronic copies of documents and records. As a result, documents or records provided to EM or utilized in this representation will, to the extent practical, be digitized and stored electronically. The City agrees that EM can retain such documents and records solely in an electronic form, and further agrees that paper copies of such documents or records may be destroyed, except to the extent the City specifically requests the return or retention of such material.

B. Confidentiality

The City is retaining EM for the purpose of obtaining legal advice. EM's services will be undertaken in anticipation of litigation, and, to the extent allowed by law, will be confidential and subject to the protection of the attorney-client privilege and the work product doctrine. Any experts will work under the direction of EM in support of this effort. The City and EM further anticipate that they will disclose certain confidential and proprietary information to each other in the course of this engagement. To the extent allowed by law, the parties mutually agree not to disclose such information – without prior authorization – to anyone other than the persons working on this specific project. Such information will be used solely for purposes of the negotiations and for no other purpose whatsoever. The City further agrees, to the extent allowed by law, not to disclose information that is confidential and proprietary to EM to anyone other than the City's employees or consultants.

* * *

If these terms are acceptable, please sign and return this letter. We look forward to working with you on this project.

Sincerely,

John L. Malanchuk

John L. Malanchuk, Ph.D.

SO APPROVED for the City of Hattiesburg:

Johnny L. Dupree

EISENSTEIN MALANCHUK LLP

March 3, 2015

The Honorable Johnny L. Dupree, Ph.D.
Mayor of the City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Re: Environmental Insurance Cost Recovery

Dear Mayor Dupree:

To follow up on our previous discussion, this proposal sets forth the terms under which the City of Hattiesburg ("the Client") would retain Eisenstein Malanchuk LLP ("EM") to seek to locate historic liability insurance policies, and then to present and negotiate environmental insurance coverage claims on behalf of the City.

The project would be undertaken in two stages:

Stage 1 – Preliminary Assessment

- Review documents and conduct interviews in order to reconstruct The City's relevant historic liability insurance program, including, if necessary, contacts with certain third-parties who may have such records

- Undertake an initial review of environmental reports to estimate the potential value of a coverage claim

- At the conclusion of this stage, EM will present a preliminary assessment of the prospects for insurance recovery.

We will undertake this Stage 1 effort at no cost to The City, in consideration of our proceeding to handle these claims if we mutually conclude that they are worthwhile to pursue at this time.

Stage 2 – Presentation of Claim, Negotiation of Settlements

If the information from Stage 1 leads both Client and EM to conclude that an environmental insurance cost recovery effort is worth pursuing at this time, then we will proceed with the preparation, presentation, and negotiation of that claim, on the following terms:

A. Fee Agreement

1. The City will pay a fee to EM of 35% of all gross recovery on this project. The term "gross recovery" means all monetary payments made by insurers, or other tangible benefits accepted in lieu of monetary payments, before consideration of any income tax matters. the City will pay the fee related to each such payment by wire transfer or check within ten (10) days after settlement funds have been received; if settlement funds are received by EM in trust for the City, EM similarly will pay the settlement amount (net of fees) to the City by wire transfer or check within ten (10) days after the settlement funds have been received.

2. No fees will be paid to EM before funds are received by the City or by the City's designated recipient of the payments. The City will have no monetary obligations to EM on this project other than payment of the fee specified in paragraph A.1. Among other things, EM will bear all of its own costs and expenses in pursuing this project (including for travel, copying, computerized research, etc.), and will also fully fund any necessary expert work, including for any needed insurance archeology or environmental experts (which firms can be selected by EM, subject to the City's approval, which shall not be unreasonably withheld).

3. In light of the potential expense of coverage litigation, the parties agree to seek to pursue settlement negotiations to resolve these insurance claims. In the event that litigation is undertaken relating to these claims, EM and the City agree to discuss the fee agreement for such litigation; provided, however, that EM will have the right to decline to represent the City in such litigation, and the City will have the right to decline to utilize EM for such litigation. It is further understood that EM's service will not necessarily include efforts necessary to collect from London Market companies or other insurers who are insolvent or subject to liquidation proceedings, formal or informal, except to the extent mutually agreed by the City and EM.

4. EM will have the right to withdraw from the retention if EM determines, in its sole discretion, that further pursuit of these claims is no longer practicable. In this event no additional fees whatsoever will be payable to EM. Except to the extent such action is taken for the purpose of avoiding payment of fees to EM, the City also will have the right to terminate this engagement at any time, however EM shall receive payments in accordance with paragraph A.1. with respect to any settlements in principle concluded with insurers as a result (in whole or in substantial part) of EM's efforts.

5. In the event of a dispute regarding this agreement or the payment of fees, EM and the City agree to attempt in good faith to resolve the dispute through mediation. If the Parties are unable to resolve the dispute within sixty (60) days (or such longer time as the Parties mutually

agree), then the dispute shall be resolved by binding arbitration, with each Party to bear its own costs and attorneys fees. The procedures specified in this paragraph shall be the sole and exclusive procedures for the resolution of disputes among the Parties with respect to any matters arising out of this agreement.

6. EM intends solely to keep electronic copies of documents and records. As a result, documents or records provided to EM or utilized in this representation will, to the extent practical, be digitized and stored electronically. The City agrees that EM can retain such documents and records solely in an electronic form, and further agrees that paper copies of such documents or records may be destroyed, except to the extent the City specifically requests the return or retention of such material.

B. Confidentiality

The City is retaining EM for the purpose of obtaining legal advice. EM's services will be undertaken in anticipation of litigation, and, to the extent allowed by law, will be confidential and subject to the protection of the attorney-client privilege and the work product doctrine. Any experts will work under the direction of EM in support of this effort. The City and EM further anticipate that they will disclose certain confidential and proprietary information to each other in the course of this engagement. To the extent allowed by law, the parties mutually agree not to disclose such information – without prior authorization – to anyone other than the persons working on this specific project. Such information will be used solely for purposes of the negotiations and for no other purpose whatsoever. The City further agrees, to the extent allowed by law, not to disclose information that is confidential and proprietary to EM to anyone other than the City's employees or consultants.

* * *

If these terms are acceptable, please sign and return this letter. We look forward to working with you on this project.

Sincerely,

John L. Malanchuk

John L. Malanchuk, Ph.D.

SO APPROVED for the City of Hattiesburg:

Johnny L. Dupree

City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2015-1777

File ID: 2015-1777 **Type:** Regular Agenda Item **Status:** Passed

Version: 3 **Reference:** **In Control:** City Council

File Created: 03/30/2015

Brief Title: Approve the Amended Rehabilitation and Repair Manual. **Final Action:** 04/07/2015

Minute Book Number: MB2015-102

Title:

Approve the CDBG/HOME Rehabilitation and Housing Repair Grants Program Manual, amended to reflect changes recommended by Training & Development Associates (TDA) and the Community Development Division and required by HUD.

Notes: The amendment streamlined the Rehabilitation and Repair standards and specifications to make it less cumbersome and more user friendly.

Sponsors: **Enactment Date:** 04/07/2015

Attachments: REHABILITATION AND REPAIR MANUAL AMENDED APRIL 2015 **Enactment Number:**

Contact: **Meeting Date:** 04/07/2015

Drafter: Clarence Williams **Effective Date:** 04/07/2015

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
3	City Council	04/07/2015	Approve				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Approve the CDBG/HOME Rehabilitation and Housing Repair Grants Program Manual, amended to reflect changes recommended by Training & Development Associates (TDA) and the Community Development Division and required by HUD.

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

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

ΓEL-No Vote: 0

Text of Legislative File 2015-1777

Title

Approve the CDBG/HOME Rehabilitation and Housing Repair Grants Program Manual, amended to reflect changes recommended by Training & Development Associates (TDA) and the Community Development Division and required by HUD.

Summary

Amendments to Rehabilitation and Repair Manual, April 2015.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

[

City of Hattiesburg
Department of Federal and State Programs

HOUSING REHABILITATION/

AND

HOUSING REPAIR GRANTS PROGRAM

MANUAL

(CDBG/HOME)
AUGUST 2004

AMENDED
OCTOBER 2008
MAY 2010
SEPTEMBER 2010
MARCH 2011
FEBRUARY 2014
APRIL 2015

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PART I

PROGRAM GUIDELINES

CITY OF HATTIESBURG
HOUSING REHABILITATION and HOUSING REPAIR GRANTS PROGRAM GUIDELINES
DEPT OF FEDERAL AND STATE PROGRAMS
COMMUNITY DEVELOPMENT DIVISION
(CDBG/HOME)

I. PURPOSE

The intent of these guidelines is to establish a uniform system to be used in the implementation of the Housing Rehabilitation and Housing Repair Grants Program administered by the City of Hattiesburg Department of Federal and State Programs and is not intended to supersede any federal or state regulations pertaining to housing. Federal and/or state rule shall prevail in the event of conflict relating to the guidelines contained within.

II. APPROVED AREAS

A. Housing Rehabilitation or Repair activities are dependent upon the household being income-eligible according to HUD guidelines and not necessarily upon the location of the home in an eligible Census Tract. Housing Rehabilitation or Repair activities can take place in any geographic area within the City given approval under all other program criteria. However, it is possible for the City or its Sub-recipients to designate certain areas as target areas, revitalization areas, or redevelopment areas in an effort to focus investment in particular geographic areas.

B. Based on a needs assessment, the City may identify target areas for the Housing Rehabilitation and Housing Repair Grants Program. The City may establish the program's priorities based on its available land use data, the most recent housing condition survey, and/or recent Census information on the number of substandard structures in an eligible area, or on the number of low-income households in an area.

III. GRANT PROGRAMS AND DEFINITIONS

The City's Housing Rehabilitation Grants Program provides rehabilitation and repair grants to eligible homeowners to bring substandard housing into compliance with housing and related codes with the exception of functional systems which do not create a safety or health hazard as determined by the Program's inspection team. Depending upon the severity of substandard housing conditions, a housing rehabilitation grant will fall

into one of three categories: Basic Rehabilitation, Substantial Rehabilitation and Emergency Repair. With these grants, proposed work and work performed is subject to code compliance and review.

A. Basic Rehabilitation refers to improvements and repairs that are vital to the health, safety and comfort of occupant(s). Major housing system improvements and repairs can include plumbing, electric, heating, structural, roofing and certain cosmetic improvements to address blighting conditions. Improvements and repairs must comply with the 2006 International Residential Code requirements (or whichever code version or adaptation has been most recently adopted by the City of Hattiesburg) and Housing Quality Standards.

B. Substantial Rehabilitation also includes repairs that are vital to the health, safety and comfort of occupant(s), as well as improvements and repairs that are needed to bring substandard property up to housing codes. Improving or repairing the major housing systems is a priority. Cosmetic improvements to address blighting conditions may be included at the discretion of the Community Development Manager and if the budget permits.

C. Emergency Repair Grants provide assistance to address serious disrepair condition(s) which pose(s) an immediate threat to the health, safety and welfare of the occupants and are available to Homeowners on a citywide basis. These grants are to repair only life threating issues and safety code violations that exist in an eligible home. In this instance, it is not the intent of the Program or the City to bring a home into complete code compliance but only to eliminate an immediate hazardous condition(s). For the purposes of this program grant, only the repair work performed is subject to code compliance and review.

In all cases where HOME Investment Partnership funds are invested, whether Basic Rehabilitation, or Substantial Rehabilitation, all deficiencies must be addressed and brought up to code. Additionally, in all cases where HOME funds are invested, upon completion of the project, all major systems must be in a condition reasonably expected to maintain a useful life of at least five (5) years (although this is not a warranty of those items).

IV. APPLICATIONS/ELIGIBILITY

A. When available applications for housing rehabilitation and housing repair grants assistance may be solicited through various public media and public forums including communication at neighborhood meetings. However, due to lack of funding to honor all request for assistance, NO applications are currently being accepted. When the Program has determined that it is near completion of current eligible applications; notifications will be made that the Program has resumed the acceptance of applications.

B. Applicants will be selected using objective criteria that incorporate established HUD guidelines as well as any identified criteria set forth in the *City of Hattiesburg's Consolidated Plan.* Applications will be accepted during a designated time period.

C. Proof of ownership (i.e., Warranty Deed, Quit Claim Deed, 99-Year Leasehold) of the property to be rehabilitated or otherwise repaired will be required. Income verification will be obtained. Title opinions and appraisals may be secured at the discretion of the Program. Proof of homeowner's insurance and, where applicable, flood insurance are required. Federal Emergency Management Agency (FEMA) Document Number 186 dated July 13, 1989, as amended, currently stipulates that "agencies are prohibited from providing financial assistance unless the property to which that financial assistance is applicable is protected by flood insurance and must therefore require the purchase of flood insurance as a condition of making such financial assistance available." Current city and county tax receipts will also be required.

D. Submission of an application does not guarantee a grant award or that rehabilitation or other repair work will take place. The Homeowner will be required to attend housing maintenance and/or financial counseling after application acceptance.

Elected officials of the City of Hattiesburg and employees for the administration, management and oversight of the program (Community Development Division staff0 and their immediate families are **NOT ELIGIBLE** to participate or to benefit from the Housing Rehabilitation and Housing Repair Grants Program. The immediate family is defined as:

a. Spouse
b. Parent
c. Stepparent
d. Brothers
e. Sisters
f. Stepbrothers
g. Stepsisters
h. Child
i. Stepchild

E. All properties being considered for a housing rehabilitation or repair grant will be inspected by the City of Hattiesburg's Land Code Division based on the requirements of the *Land Development Code, Code of Ordinances, and International Property Maintenance Code.* These inspections relate to the general maintenance of the property and are intended to eliminate trash and litter, abandoned vehicles, overgrown lots, and unsanitary conditions. A complete inspection for a housing rehabilitation or repair grant will not be done until outstanding Property Maintenance Code Violations have been resolved. Property Maintenance Code Inspections not corrected within ten (10) days of receiving a notice to correct violations will result in the applicant being ineligible for the Program. Action will be taken as provided by applicable City Ordinance when a Homeowner chooses not to correct code violations. The Housing Coordinator will forward the name or a list of potential grant recipients to the City Building Official. Property maintenance code inspections will be scheduled. Code officers will perform the inspections on potential projects of this Program in the usual manner. However, a copy of the property maintenance inspection report will be forwarded to the Program's Housing Coordinator for placement in the permanent project file.

F. Applications will routinely be processed in the order of date received; however, if conditions exist in a home that pose an immediate threat to the health, safety, and welfare of the occupants, the Community Development Manager will have the authority to assign priority status and move an applicant up on the list. The Manager shall review and approve a *Priority Re-inspection Form* (see Exhibit B) to serve as written documentation of the basis for moving any applicant up on the list. This documentation shall be placed in the project file.

V. INSPECTIONS

A. After an application for assistance is processed and eligibility, feasibility have been established and the property has met all property maintenance code requirements, a work-write up inspection will be scheduled. The scheduling of all inspections for projects funded with Community Development funds will be coordinated through the Community Development Division. When repair work requires a rough-in, finished work or final inspection, contractors will contact the Community Development Division office. The program Inspector or the Housing Coordinator will contact the Land Code Office to coordinate a date and time for the requested inspection with the schedules of the Code Technical Inspectors. The inspection date and time is entered in a scheduling log, to inform the Housing Coordinator and update the appropriate inspection schedules. The Office Manager or designee of the Land Code Division will take the necessary steps to have the inspections properly noted in that Division's records and to ensure that the Technical Inspectors are aware of the date and time of a scheduled inspection. When contacted for scheduling an inspection, the Homeowner shall be informed that all parts of the home must be accessible to inspectors so that a thorough inspection can be made. Inspectors will not be required to move boxes, furniture, and other household items in order to perform inspections. A member of the team will make the Homeowner aware that the team has arrived and the inspection is about to begin. If it is the general consensus of the inspection team that a home or parts thereof are determined to be inaccessible, other than attics or crawlspaces, to the extent that a thorough inspection cannot be performed, the inspection team will immediately terminate the inspection process, take pictures and make applicable notes to document and support the determination. The homeowner will be informed that the inspection cannot be completed until the situation has been resolved. Upon written notification from the homeowner and a subsequent review by program staff to determine that the matter has been adequately resolved, the inspection will be rescheduled.

During Inspections, the Uniform Physical Condition Standards checklist (Exhibit L) and the Feasibility Certification/Checklist (Exhibit A) will be completed to determine the extent to which rehabilitation or repair is needed, whether or not life or safety threatening code violations exist and the cost estimate associated with correction. This will be completed and signed or initialed as indicated on the applicable document and dated by all members of the inspection team. A rough floor plan of the home will be made, and pictures of the interior and exterior structure(s) and all areas inspected shall be taken during the inspection process. Pictures serve as supporting documentation of needed repair work, confirmation that work has been done and

become a part of the permanent file. The inspection report shall be signed and dated by members of the inspection team, then permanently placed in the respective homeowner's repair project file. Where applicable, the report will subsequently be used to develop the work write-up specifications and cost estimate.

B. Other than property maintenance code inspections and routine work site review progress inspections, all inspections will be performed by an inspection team consisting of a minimum of one Housing Program Inspector, one Code Technical Inspector when applicable, or one other housing staff person when code review is not required. Rough in, finish work or other repair items routinely reviewed by the Land Code Division will require a Technical Inspector. Only a City Building Official or if absent, a designee, can assign a Technical Inspector or propose an alternative route to meet this requirement, if the need arises and on a case-by-case basis for the purposes of this Program. At any time, the Housing Coordinator or other Housing Staff may also be present during any inspection. Inspections will be based upon the requirements of the: International Residential Code for One and Two-Family Dwellings. During inspections, the inspection team members will confer as needed on technical issues. In an effort to eliminate confusion among contractors and homeowners and to ensure that the process set forth in this manual is not circumvented or unduly compromised, all final directives regarding work performed or to be performed in relation to the Program (Housing Rehabilitation and Housing Repair Grants Program) shall be communicated to said parties by the Housing Program Inspector. The Technical Inspector and Housing Program Inspector should conduct sidebar discussions as needed to resolve issues requiring further repair or review. Discussions requiring resolution of differences of opinion between the Technical Inspectors and Housing Program Inspector on code issues will be presented to the City Building Official who is the ultimate authority on matters of the code. Programmatic related issues or issues other than those surrounding disputes between Technical Inspectors and the Housing Program Inspector will be resolved in a manner to be determined by the Director of Federal & State Programs or the Community Development Manager in accordance with the guidelines of this program as specified in this manual or with consultation and solicitation of expert opinion via internal or external sources and with guidance from the U.S. Department of Housing and Urban Development (HUD) when necessary. Prior to the final inspection of a project that requires an attending Technical Inspector, the Housing Program inspection team consisting of the Housing Program Inspector and Housing Coordinator or applicable designee at a minimum, will conduct a preliminary final inspection(s) with the Contractor to verify that the project is truly at the point of completion, ready for review by the final inspection team. The scheduling of these inspections, as with all others for projects funded with Community Development funds, will be coordinated through the Community Development Division and handled by the scheduler as previously described in this manual.

C. Lead Based Paint Hazards shall be evaluated and the proper course of action taken based on the latest HUD guidelines in effect at the time of the inspection. Asbestos Hazards shall be evaluated and the proper course of action taken based on the latest U.S. Department of Environmental Protection Agency (EPA) and the Mississippi

Department of Environmental Quality (MDEQ) guidelines in effect at the time of the inspection.

D. If the inspection reveals that no substandard conditions of a hazardous code violation or of a health or safety threatening nature exist, the Homeowner will be notified in writing and the master file will be closed. A written inspection, complete with pictures, shall be placed in the Homeowner's file to serve as evidence of the conditions found at the time of the inspection. The inspection shall be dated and signed by the inspectors making the inspection. When prepared, the Homeowner will verify and sign the Work Write Up. All documents will be forwarded for placement in the housing program project file. A copy of these documents may be made and retained by the Housing Program Inspectors. The originals of all documents will be placed in the permanent files.

E. If the inspection reveals substandard conditions of a hazardous code violation or of a health or safety threatening nature, a work write-up and a cost estimate will be prepared by the Housing Program Inspector and reviewed by the Housing Coordinator, Community Development Manager and a Code Technical Inspector. A written inspection report complete with rough floor plan and pictures shall be placed in the Homeowner's file to serve as evidence of the conditions found at the time of the inspection. All documents will be placed in the housing repair project file. A working copy of these documents will be made and retained by the Housing Program Inspector for use in preparing the work write-up and cost estimate. Upon completion, the inspection report(s) will be signed and dated by the inspection team members. When prepared, the Homeowner will verify and sign the Work Write Up. Originals of these documents will be placed in the permanent file.

F. The work write-up and cost estimate are prepared:

1. The Owner will be consulted on the proposed work write-up, given an opportunity to discuss the work noted therein and request such changes that are within the boundaries of the applicable program. The consultation will also include obtaining the Homeowner's permission to solicit proposals or cost quotations from contractors. Prior to soliciting proposals or cost quotations, the completed work write-up must be approved and justified by the Homeowner, Housing Coordinator, Housing Program Inspector, Technical Inspector or City Building Official and the Community Development Manager.

2. The Homeowner will be provided a final work write-up and consulted on work to be performed after the lowest, best bidder has been selected that is not more than 10% higher nor 10% less than the program staff cost estimate, or after assignment of a project to a sub-recipient as previously noted and prior to awarding the *Rehabilitation Work Agreement Contract* (see Exhibit D).

G. If an inspection reveals that a structure needs to be demolished, the City Building Official will be informed and enforcement will be carried out through the standard procedures of the City as prescribed by State statutes. In addition, the City Anti-

Displacement Policy will be adhered to along with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)

VI. FEASIBILITY

A. A structure can be deemed feasible for a Housing Rehabilitation or Housing Repair Grant if the cost of its rehabilitation or repairs does not exceed the maximum costs allowed by the City's program of **$25,000 for a Basic Housing Rehabilitation Grant and $50,000 for a Substantial Housing Rehabilitation Grant,** and **$10,000 for an Emergency Repair Grant,** and Homeowners meet the program income and other eligibility criteria in accordance with the program guidelines.

B. A determination that a structure is not feasible for rehabilitation or repair will be based on the work write-up and cost estimates, review of photographs and any other supporting documentation, where applicable, and review of the homeowner's application and file. A structure deemed infeasible for a Basic Housing Repair Grant due to the estimated cost of repairs and not due to the ineligibility of the applicant because of income or other program requirements, will automatically be considered for a Substantial Rehabilitation Grant if funds are available and not already designated to other projects/applicants. If and when CDBG and or HOME funds are available for other programs enacted by an Action Plan, properties infeasible for Substantial Rehabilitation may be considered for those other programs. Note: For any unit that is funded through the HOME Program, the rehabilitation scope of work must address and satisfy all code violations.

The City under any of the following circumstances will deem a project infeasible for repair or rehabilitation.

1) If the estimated cost for repair/rehabilitation exceeds the maximum of $50,000;

2) If the Homeowner rejects the Program's repair or rehabilitation plans;

3) If the Homeowner fails to meet the eligibility criteria for participation in the Program; or

4) If the Homeowner otherwise does not comply with program requirements.

The Housing Program Inspector will complete F*easibility Certification/Checklist* (see Exhibit A), attach it to the work write-up and cost estimate and forward all documents to the Housing Coordinator.

C. Any structure deemed not feasible for repair or rehabilitation under the above guidelines will be so documented by the Housing Coordinator and attached to the other documents for further forwarding and review. All documents will then be forwarded for review to the Community Development Manager who will verify the determination of infeasibility. The Manager will review, verify, and return the documents to the Housing Coordinator who will then send written notification of the determination of infeasibility to the Homeowner.

VII. APPEALS

If a Homeowner disagrees with staff decisions on any or all of the qualifying criteria, he or she may appeal the decision to the Director of the Department of Federal and State Programs. The Homeowner should submit a written request for review of the decision within ten (10) working days of notice of the decision to the:

Department of Federal and State Programs
Attention: Director
Post Office Box 1898
Hattiesburg, MS 39403-1898

The Director should respond to the Homeowner within ten (10) working days. An appeal of the decision of the Director should be made to the **CDBG/HOME Board of Appeals** in writing within ten (10) working days of notice of the decision to the:

Department of Federal and State Programs
C/O: Director
Attention: CDBG/HOME Board of Appeals
Post Office Box 1898
Hattiesburg MS 39403-1898

The Board is a committee made up of three members appointed by the Mayor. The members shall be employed by the City of Hattiesburg and shall not be employees of the Department of Federal and State Programs. The CDBG/HOME Board of Appeals will meet as needed, if and when an appeal is made regarding or based on a decision of the Director. Any further appeals will be made to a court with appropriate jurisdiction.

VIII. HOUSING REHABILITATION AND REPAIR GRANTS

A. Application Process:

1. The Homeowner must have lived in and possess clear title to the home to be rehabilitated or repaired for a period of at least one (1) year prior to submitting an application for assistance.

2. To be considered for a Housing Rehabilitation Assistance Grant, a property must present major substandard housing conditions of a non-aesthetic nature, and household income may not exceed eighty percent (80%) of the median income according to family size. Median income will be the most recent figures published by the Department of Housing and Urban Development and provided to the Department of Federal and State Programs for the City of Hattiesburg, Mississippi.

3. To be considered for a Housing Repair Grant, household income may not exceed eighty percent (80%) of the median income according to family size. The housing repair need(s) must present an immediate threat to life, health or safety. In recognition of the fact that such repairs likely pose a high risk to the health and safety of the occupants, time is of the essence; therefore, the Program, on a

case-by-case basis may perform an inspection of a Homeowner's property upon approval by the Director of Federal & State Programs.

4. Potential applicants will be counseled by the Housing Coordinator who will explain the parameters of the repair grant assistance and determine the nature of the repair needs and the immediacy of the life, health or safety threat when applicable. If it appears that the potential applicant will qualify and the housing conditions appear to meet the necessary criteria, the applicant will be assisted in completing an application. For Housing Repair Grants, a statement of the nature of the immediate threat condition(s) shall be noted in the application. A finding that immediate threat conditions exist will be attached to the application based upon findings of the City's housing inspection team using the *Feasibility Certification/Checklist* (Exhibit A). The inspection process will include team members as previously described in Section V contained herein. Prior to the start of any repair work, an application and all required documentation for a housing grant must be submitted.

B. All applicants will undergo a Third Party verification process to verify eligibility for a housing grant. The applicant shall furnish proof of ownership status, one (1) year residency, flood insurance as applicable, homeowner's insurance, and current paid City and County tax receipts. For Housing Repair Grants, the Homeowner's insurance may be waived on a case-by-case basis at the discretion of the Director depending upon the immediate nature of the repairs needed and the surrounding circumstances and assuming the waiver of such requirement is in compliance with the applicable HUD regulation.

C. The maximum grant limits for housing rehabilitation grants are: $25,000 for a Basic Rehabilitation Grant and $50,000 for a Substantial Rehabilitation Grant. The maximum for an Emergency Repair Grant is $10,000. Maximums are based on the cost for contract work excluding possible discovery items, environmental review costs, temporary relocation stipends, or other project delivery costs that may be associated. Allowable costs are those reasonable and necessary to bring substandard housing condition into compliance with housing and related codes with the exception of functional systems which do not create a safety and health hazard in the case of Housing Rehabilitation Grants, or to eliminate immediate threat(s) to life, health or safety in the case of Housing Repair Grants. Due to the competitive bidding process and depending on nature of the work required, it is possible that a total grant to any one Homeowner could be less than the stated maximums. Due to discovery, environmental review, and other related project costs, it is also possible that the total grant and project costs is higher than the stated maximum. However, in no event shall the amount of the additional assistance exceed ten percent (10%) of the maximum grant amount nor ten percent (10%) of the initial proposal price. This applies to both the Basic and Substantial Rehabilitation Grants. In the event that the total of additional assistance exceeds the maximum ten percent (10%), the homeowner will be required to select which cosmetic or non-code item which will be removed from the work write-up in order to remain at or under the maximum grant award limits. In

special circumstances the Director of Federal and State Programs may at his/her discretion may allow an exception.

D. With the exception of homeowners who have received an Emergency Housing Rehabilitation Grant, homeowners will not be eligible for additional repair assistance excluding warranty repair items for not less than the applicable affordability period. A waiver of this requirement must be approved by the Director of Federal and State Programs for homeowners that previously have received Emergency Repair Grant assistance.

General Affordability Periods are as follows:

1. **Three (3) years for Emergency Repair Grants** where improvement of substandard housing conditions requires repairs at an estimated cost not to exceed $10,000 excluding discovery items and for **Basic Rehabilitation Grants** where improvement of substandard housing conditions requires repairs at an estimated cost not to exceed $25,000 excluding discovery items.

2. **Five (5) years for Basic Rehabilitation Grants** where improvement of substandard housing conditions require substantial repairs including repairs to, or rebuilding and/or replacing some or all major building systems within an existing sound housing structure, and where the estimated total cost of repairs excluding discovery items is determined will exceed $10,000 up to the $25,000 maximum.

3. **Fifteen (15) years for Substantial Rehabilitation Grants** where improvement of substandard housing conditions require substantial repairs including repairs to, or rebuilding and/or replacing some or all major building systems within an existing sound housing structure, and where the estimated total cost of repairs excluding discovery items is determined will exceed $25,000 up to the $50,000 maximum.

E. Homeowners who provide false information concerning income, residency or other information required to prove eligibility will be required to repay in full all grant funds awarded for the rehabilitation work performed to the residence and associated legal and other costs incurred as a result of any required collection actions taken.

F. After selection of a Contractor but prior to the execution of the Work Agreement, the Homeowner must execute the appropriate Grant Agreement. (See Exhibit F).

G. Affordability Periods are time periods in which beneficiaries are expected to one continue to utilize the home as their personal residence, and two are restricted from selling or otherwise transferring the title to any other party. Transfers of property during an active affordability period will result in a recapture of a prorated share of the federal funds invested in the project. In the instance of a transfer of title (sale or otherwise) as a result of the death of the homeowner/beneficiary, the affordability period may be canceled. In the event that City staff is made aware of the death of a beneficiary (where there is no spouse or other joint applicant to carry on ownership),

the City may cancel the Deed of Trust (affordability period) even before any transfer of title takes place.

IX. INCLUSIVE GRANT COSTS

A. Cost of correcting building code violations

B. Testing and/or assessment of asbestos and lead-based paint hazards with a possible abatement, if necessary

C. One-Year Premium for Flood Insurance when applicable

D. Legal and other professional fees, if necessary

E. Up to ten percent (10%) of the cost of repairs for change orders, unless otherwise approved by the Community Development Manager, if necessary

F. Title Opinions and Appraisals, as deemed necessary

G. Termite or other Pest inspection and treatment, if necessary

H. Necessary Public Notices, if necessary

I. Environmental Review costs

J. Project Delivery costs

X. CONTRACTS AND CONTRACTORS

A. A list of Qualified Eligible Contractors (QEC list) will be maintained in the City of Hattiesburg Department of Federal and State Programs-Community Development Division. Contractors may be added to the list annually; however, no Contractor shall be allowed to submit a proposal or cost quotation if not a Qualified Eligible Contractor and has not obtained a Data Universal Numbering System number (DUNS).

1. Qualified Eligible Contractors (QECs) must:

a. Furnish current references from three (3) subcontractors; two (2) suppliers; one (1) bank; and three (3) prior jobs, carried out by the contractor in order to asses quality of work and evaluate the workmanship. These requirements are not in any way intended to exclude any qualified Contractor, but are intended to verify a proven track record of established business. The Department of Federal and State Programs and the Selection Committee will review all submissions for consideration.

b. Furnish a copy of current license from the City of Hattiesburg.

c. Furnish a copy of current liability insurance and Workmen's compensation as

required.

d. Sign a *Work Agreement* (Exhibit D) for each contract undertaken, which included the agreement to abide all local codes and ordinances as well as the City's Housing Programs Manuals in all work performed.

2. Proposals will be requested from all eligible contractors. The Homeowner will review the Qualified Eligible Contractors list and have the option of identifying up to two Contractors that the owner would prefer not to contract with in the rehabilitation or repair of his/her home, although there must be enough remaining contractor willing to make a proposal so as to satisfy City, State, and Federal procurement requirements

3. A Contractor's license from the City of Hattiesburg may be revoked for good cause in accordance with the codes and ordinances of the City. Also, contractors may be removed and disbarred from the Qualified Eligible Contractor list based on the following:

   a. When a project's construction time exceeds, without justifiable cause, the construction period reflected in the contract. Once advised of the failure to meet contract deadlines, the contractor shall complete work within five (5) working days. If work exceeds the extended deadline, without justifiable cause, the contractor will be fined $100 per day until the work is completed or until the contract is terminated at the discretion of the Program. In the event that the contractor neglects to complete contracted work, the associated Work Agreement (see Exhibit D) may be terminated and the Housing Coordinator will arrange to have another contractor from the Qualified Eligible Contractors list complete the work. The Housing Program Inspector or designee will determine the extent of work not completed. In some instances it may be necessary to estimate a percentage of work completed. The cost of work line items not completed or the percentage of work not completed, whichever is applicable, will be deducted from the total contracted amount in addition to the deduction for the penalty for incompletion. These funds will be used to defray the cost for the unfinished work. Any remaining payment due the Contractor will not be made until all work is complete and the penalty for incompletion will be deducted at that time.

   b. When a contractor's construction performance is unacceptable as documented by the City of Hattiesburg Housing Program Inspector, Technical Inspectors, and Housing Coordinator.

   c. When a contractor violates the terms, conditions, and contents of the Work Agreement (see Exhibit D).

   d. When a contractor violates the Housing Rehabilitation and Housing Repair Grants Program Guidelines.

e. When a contractor does not pay labor and material costs relating to the job, which could result in a lien against the property.

f. When a contractor fails to start work within ten (10) working days of issuance of the Notice to Proceed (see Exhibit G) without justifiable cause, the contractor shall submit a letter to the attention of the Housing Coordinator explaining the reason(s) for the work delay, prior to the end of the ten (10) day working period, for approval. Contractors exceeding the ten (10) working days start date may be terminated from the Work Agreement (see Exhibit D) with the Homeowner. (If contracted as the result of a proposal, the next lowest best proposer will be contracted with the homeowner to perform work originally contracted with the lowest best proposal Contractor.) In the event additional proposals were not received, the project will accept new proposals. The Contractor that exceeded the ten (10) working day period to start work will not be eligible to re-submit a proposal on the project. If contracted as the result of assignment to an eligible Sub-recipient to do housing rehabilitation or housing repair, the project will be reassigned to another eligible Sub-recipient.

g. When one or a combination of causes in (a) through (f) above or any other reasonable documented causes exists.

4. The Manager shall notify all contractors that have been removed or disbarred from the Qualified Eligible Contractors list in writing setting forth the cause and the term of disbarment.

5. The U. S. Department of Housing and Urban Development (HUD) will be notified of Contractors violating federal law or exhibiting unethical behavior and recommended for disbarment from federal programs.

6. The Qualified Eligible Contractors list may not in any manner be used as a means for discrimination or exclusion on the basis of race, national origin, sex, or age.

7. Contractors may request reinstatement in writing to the Director when disbarment did not result from violation of federal, state or local law.

8. Appeals regarding the Qualified Eligible Contractors Selection Process

   If a Contractor disagrees with selection committee decisions on any or all of the qualifying criteria, he or she may appeal the decision to the CDBG/HOME Board of Appeals. The Contractor should submit a written request for review of the decision within ten (10) working days of notice of the decision to the:

Department of Federal and State Programs
C/O: Director
Attention: CDBG/HOME Board of Appeals
Post Office Box 1898
Hattiesburg MS 39403-1898

Response time by the board will depend on the nature of the appeal, but will be as timely as possible. The Board is made up of three members appointed by the Mayor. The members shall be employed by the City of Hattiesburg and shall not be employees of the Department of Federal and State Programs. The CDBG/HOME Board of Appeals will meet as needed, if and when an appeal is made. Any further appeals will be made to a court with appropriate jurisdiction.

B. Work Proposal

1. Eligible Contractors will be furnished proposal packages a minimum of ten (10) working days prior to bid closing.

2. Contractors must attend a pre-proposal conference to include an onsite walk through review of the project and the proposed work several days prior to proposal closing.

3. Proposals must be submitted on the *Proposal Form* (see Exhibit E). The proposal must include a total cost for each line item and a grand total of the contractor's proposal written in ink or typed. When proposals are reviewed, the line items will be totaled, and that sum shall become the official grand total even if the contractor made an error in addition. The same form is to be used when any eligible entity submits cost quotations for assigned projects or for determination of assignment of projects.

4. Proposals and cost quotations must be submitted in a sealed envelope marked with the Contractor's name and address, as well as the project address, to the City of Hattiesburg City Clerk's office either hand delivered or mailed. Contractors may mail proposals at their own risk; proposals not in the possession of the City Clerk's office by the deadline stated cannot be considered.

Mail:	**Physical:**
City of Hattiesburg	**City of Hattiesburg**
City Clerk	**City Clerk**
P.O. Box 1898	**200 Forrest Street, 2nd Floor**
Hattiesburg, MS 39403-1898	**Hattiesburg, MS 39401**

5. Contract price shall not be 10% higher nor be less than 10% below the program staff cost estimate. If the proposals or quotations are not within these limits, the Housing Coordinator and Community Development division Manager may negotiate the costs with the Contractor having the lowest best proposal who is nearest to meeting the limitations.

6. Proposals from contractors not on the Qualified Eligible Contractors list and proposals from contractors with whom the homeowner indicated they would not enter into a *Work Agreement* (see Exhibit D), will be rejected.

7. The successful contractor will be notified in writing within five to ten (5 to 10) working days after a review by the selection committee identifies the selected

contractor. All other contractors that made proposals will be notified in writing within fifteen (15) working days of the selection of the successful contractor.

8. All proposals shall be firm for a period of thirty (30) calendar days from the date of bid closing. If a contract is not executed, nor a *Notice to Proceed* (see Exhibit G) issued within thirty (30) calendar days from proposal opening, the contractor may withdraw his/her proposal and proposal, thereby terminating and releasing both parties from any further obligation and liabilities.

9. All proposals received will be tabulated using the *Repair Bid Results Form* (See Exhibit E.)

10. The City reserves the right to accept or reject any or all proposals or to waive any formality in the proposal process.

11. The Housing Coordinator and the Housing Program Inspector shall weigh the capacity of contractors to complete work in accordance with the standards of the City during the proposal process. Caution will be exercised to ensure that contractors do not get overloaded to the extent that they cannot perform work in a timely manner. At least until a track record is established for each contractor, the Housing Program Inspector will have the authority to recommend that a contractor(s) may not submit proposals on new work until he/she is nearing completion or has completed on-going work in the City's program.

C. Document

1. The homeowner and contractor shall execute the contract document supplied by the Department of Federal and State Programs titled Work Agreement (see Exhibit D). After execution of the Contractor and Owner Agreement and Work Agreement and following an onsite pre-construction conference, a Notice To Proceed (see Exhibit G) will be issued to the contractor. Prior to commencement of work, the contractor shall obtain the appropriate building and related permits from the Land Code Development Division.

2. Amendments

As with any construction work involving remodeling or renovation of an existing structure, change orders may be necessary as the result of discovery when completing work items such as replacing deteriorated roofing, siding, flooring, and other items previously specified in the work write-up for a project. The scope of work for any proposed change order will be determined by the primary Housing Program Inspector or, when necessary, a designee Inspector who will immediately inform the Housing Coordinator of the need for the change order, the proposed scope of work required and any other pertinent details surrounding the pending circumstances. The Housing Program Inspector will write the work specifications and estimate costs for the additional work to be included in the file. A copy of the work specifications will be given to the contractor who will quote a price for the additional work. The contractor's proposed price is compared to the Housing Program Inspector's estimate and is automatically approved if within

10% above or below the program's estimate. If the Contractor's price is outside the 10% parameters previously noted, then the Housing Program Inspector, Contractor and Housing Coordinator at a minimum will negotiate the cost to a mutually agreeable price that is deemed reasonable and necessary. The Director at his/her discretion will participate and or designate other staff to participate in negotiations. After settling on an agreed upon price, a formal Change Order form (see Exhibit J-1) is prepared and circulated to the Housing Program Inspector, Housing Coordinator, Code Enforcement Technical Inspector and Community Development Manager for signatures. The homeowner and contractor will also sign the change order to review evidence, understanding and agreement of associated work details and costs. The Housing Coordinator is responsible for tracking this form through the signature process in a manner to effect an expedient turnaround time. The Program will strive whenever possible to affect no more than a two-day turnaround for internal signatures for change orders. Additionally, on a case-by-case basis, to deter lengthy delays in dire circumstances where the homeowner would be severely inconvenienced by even short delays in construction efforts (such as open roofs, walls and floors, non-functioning bath and toilet facilities due to a discovery repair item) a change order can be priority-routed through the process in which the Housing Program Inspector calls in to the office and follows through the initial steps of the change order process via telephone or radio communication. The Change Order Work Detail/Cost Estimate Form (see Exhibit J-2), a triplicate document, can be prepared on site and a copy given or left at the site for the contractor's estimating as soon as possible. If necessary, the Housing Program Inspector can complete the cost estimate on the spot, call in and relay all of the information to the Housing Coordinator who will follow the proper line of communications to receive expedient approval for going forward with the change order work request, then relay approval to proceed to the Housing Program Inspector.

a. Change Orders must be approved as outlined above and must be documented as follows:

   1) Item number on work write-up and description of work to be changed must include a total cost for each line item and a grand total of the contractor's requested change order.

   2) Reason for change.

   3) Related code violation, if applicable.

   4) Increase or decrease in cost resulting from change order.

   5) Other related information needed to render a decision.

G. All changes to the contract must be documented using the *Change Order Form* (see Exhibit J-1). Additionally, a written explanation of the reason for each change order repair item should be noted on the *Work Detail Specification/Cost* Estimate (see Exhibit J-2) and the document signed by the designated Housing Program Inspector

or designee Inspector. This form must accompany each change order request to be reviewed for processing and still applies in the case of priority routing. However, in no event shall the amount of the additional assistance exceed ten percent (10%) of the maximum grant amount nor ten percent (10%) of the initial proposal price. This applies to both the Basic and Substantial Rehabilitation Grants. In the event that the total of additional assistance exceeds the maximum ten percent (10%), the homeowner will be required to select which cosmetic or non-code item which will be removed from the work write-up in order to remain at or under the maximum grant award limits. In special circumstances the Director of Federal and State Programs may at his/her discretion allow an exception.

b. Nothing in this section shall be construed to prohibit the Director of Federal and State Programs from overruling the final approval or disapproval of any change order, except that in such instances a factual basis for the ruling must be established, documented and made a part of the permanent case file

D. Inspections/Monitoring:

1. The Housing Coordinator and the Housing Program Inspector will maintain close supervision over all work. The Housing Program Inspector and/or appropriate Code Inspector (Enforcement Officer or Technical Inspector as applicable) will conduct the following inspections from application through construction completion (see Part I — Section V):

a. Property Maintenance Code Inspection

b. Work write-up inspection/ Identification of code violations and immediate repair items.

c. Pre-construction conference to include a walk-through of work to be performed with all potential Contractors at job site.

d. Progress Inspections — to ensure the quality of the construction, onsite visits to review work in progress will be conducted at least weekly by the Housing Program Inspector in addition to the rough-in and finished work inspections outlined below that will also require review by a Technical Inspector:

1) Electrical- inspection of electrical work performed will be conducted at the rough-in stage before work is covered up with sheetrock, etc.

2) Plumbing- inspection of plumbing work performed will be conducted at the rough-in stage before work is covered up with sheetrock, etc.

3) Mechanical- inspection of mechanical functions will be conducted at the rough-in stage before work is covered up with sheetrock, etc.

4) Building- inspection of the building will be conducted at the rough-in stage before work is covered up with sheetrock, etc.

The Hattiesburg Land Code Division will perform mechanical, plumbing, electrical, and building inspections in keeping with standard procedures of the Land Code Division. Housing Program Inspectors and Technical Inspectors shall insist upon quality construction with high quality new materials within reasonable constraints of the funds available. In no event shall the Housing Program Inspector or Technical Inspector sign off on any inspection of which he/she has knowledge of inferior or defective construction or materials or which percentage of completion is less than that noted on the inspection form.

2. Preliminary Final Inspection(s) — The Housing Programs Inspector and Housing Coordinator will inspect to verify that there is no incomplete work remaining from the work write-ups including any change orders (where applicable) prior to the review by the final inspection teams. Punch lists will be prepared at this point for any incomplete items. After all work is confirmed complete, a true final inspection will be scheduled.

3. Final Inspection: After completion of all repairs in the work write-up and change orders, a final inspection will be conducted by the Housing Program Inspector, Technical Inspector and Housing Coordinator or designee to ensure that all work is completed satisfactorily and in accordance with the contract. The inspection should be made together with the owner and the Contractor. If all work has been completed satisfactorily, a *Certificate of Final Inspection* (see Exhibit I-1) shall be completed and signed by all appropriate persons.

4. Inspection Reports: A copy of all inspection reports including code property and technical inspection reports should be signed, dated, and filed in the permanent project file in the Community Development Division-Housing Programs Unit.

E. 180 Day/300 Day Inspections:

1. The Housing Program Inspector shall make a site visit to the home rehabilitated or otherwise repaired after one hundred eighty (180) days or six (6) months, and three hundred (300) days after the *Certificate of Final Inspection* (see Exhibit I-1) has been issued, to review work performed. The Housing Program Inspector and Homeowner shall note any defects revealed during the inspection, and the Contractor will be provided a punch list of the same. If defects arise during the one-year warranty period, it is the responsibility of the Homeowner to inform the City.

2. Once advised of warranty items, the Contractor shall perform corrections within ten (10) working days, weather conditions and other factors permitting. In the event that the Contractor neglects to correct the noted items, the Housing Coordinator will initiate procedures to seek revocation of license or disbarment of the Contractor from the QEC list, in accordance with Section X (A).

3. Neither the City nor the Contractor is responsible for defects or discovery of needed repairs that were not a part of the original work write up or included as a change order during the course of the contract.

4. The City may, at the discretion of the Director, with evidence provided by the Homeowner, Contractor, Housing Program Inspector, or Housing Coordinator, approve of a change order after the completion of the original project if/when the following conditions are met:

   a. the project is still within its warranty period, or the needed work was discovered and reported within the project's general warranty period,

   b. the needed work is not the result of incidents that are (or should be) covered by the homeowner's insurance,

   c. the needed work is not the result of negligence or intentional damage to work previously performed by the program,

   d. the needed work is verifiably an oversight of the original scope of work, which would have otherwise addressed a major housing system or element (and not attributable to wear, tear, or deterioration since the course of the contract), and

   e. failure to address the additional needed work would result in damage or deterioration of the investment already made by the program, and/or would result in deterioration that would lead to health or safety threats in the foreseeable future.

F. Payments

1. All payments will be made to the Contractor within ten (10) working days from approval of invoice by the Mayor and City Council. Payment requests will be forwarded for Mayor and Council review only after the Department of Federal and State Programs receives the following:

   a. Building certificates of final inspection

   b. Certificate of occupancy (if applicable)

   c. Invoice for work performed

   d. Lien waiver by the Contractor

   e. Release of liens by the Contractor's subcontractors and material suppliers

   f. Final inspection and acceptance of all work by the City of Hattiesburg Housing Program Inspector, Housing Coordinator, Community Development Manager, and City Building Official.

   The homeowner's signature of acceptance of work is preferred and will be requested, but will not be required for payment to the Contractor for work performed and completed to the satisfaction of the Program. Additionally, all warranties and certifications relating to equipment, supplies and service products must be turned over to the Housing Coordinator prior to payment. Copies of all

warranties and certifications shall be placed in the Homeowner's file to be retained by the City, and the originals shall be given to the Homeowner.

2. Payments to contractors must reconcile against work performed and in place. **Contactors must submit invoices documenting the work completed and the amount of the contract attributable to the work completed in justifying partial draws. Payments may be made only for work and/or materials installed, constructed, or in place; no payment may be requested or made for supplies purchased, inventoried, and/or on site not installed.** The Housing Program Inspector will verify work against that claimed on all invoices and determine whether or not the amount requested and the work items claimed are completed satisfactorily and are representative of the amount quoted, or an applicable portion of the amount quoted. Although not required, the City reserves the right to retain up to five percent (5%) of the total cost of a project through the end of the one-year warranty period. This amount would be deducted from the payment made upon 100% completion of the work, and will be forwarded to the contractor at the end of one year unless extenuating circumstances with the property require that the City need access those funds during the warranty period.

3. Homeowner Signatures: With the exception of projects assigned to Sub-recipients, the Housing Coordinator has the primary responsibility of communicating with and securing the homeowner's signature on all documents, which they must execute during the course of any processes associated with this housing rehabilitation or repair procedure. Only in the instance of projects assigned to Subrecipients shall it be the responsibility of the Subrecipient to obtain the homeowner's signature on any document, otherwise IN NO EVENT shall it be the responsibility of the Contractor to obtain the homeowner's signature on any document.

G. Contractor Certification

Contractor will sign a certification stating he or she understands that all rehabilitation and repair work will be accomplished in accordance with locally adopted codes and that the City will enforce those codes.

H. Disputes

All questions and disputes of decisions between the Contractor and the Homeowner regarding rehabilitation and repair work or methods, will be settled by the City of Hattiesburg's Housing Program Inspectors. In case of an un-resolvable difference of opinion between the Housing Program Inspector and Technical Inspectors regarding code issues, the City Building Official shall have final authority. Any code or construction issues not resolved by the City Building Official may be appealed to the Hattiesburg Contractors Board. All questions, disputes or decisions regarding financial or program issues will be resolved by the Housing Coordinator in conjunction with and subject to the review and approval of the Director or his/her

designee. Further appeals may be made to the City of Hattiesburg CDBG/HOME Board of Appeals for a final decision.

XI. GENERAL

No person who is an employee, agent, consultant, officer, elected official or appointed official who exercises or has exercised any functions or responsibility with respect to CDBG or HOME activities who is in a position to participate in a decision making process or gain inside information with regard to CDBG or HOME activities, may obtain a personal or financial interest or benefit from a CDBG or HOME assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

XII. RESPONSIBILITY AND AUTHORITY

The Community Development Manager, under the direction of the Director of the Department of Federal and State Programs, has delegated authority and responsibility to administer the *Housing Rehabilitation and Housing Repair Grants Program* in accordance with the guidelines set forth above and subject to the restriction of applicable local, state, and federal laws, and the dictates of sound business judgment, prudence, and ethical conduct.

PART II

PERFORMANCE STANDARDS AND REHABILITATION and REPAIR SPECIFICATIONS

City of Hattiesburg MS
Department of Federal and State Programs
Single-Family Housing Rehabilitation Standard

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Mission and Housing Values

In our example specs, the developer's mission is "to eliminate neighborhood blight through renovation and demolition while providing low -income families with safe, secure and affordable homes."

The ranking of primary considerations from the program's mission is as follows:

1. Health and Safety
2. Performance and durability
3. Life cycle cost
4. Affordable operating cost
5. Balanced initial cost
6. Environmental impact
7. Historically sensitive exterior

Applicable Laws and Regulations

The developer intends to construct and maintain homes in full compliance with the following statutory and regulatory requirements:

- HUD Environmental Review
- Building Code: International Residential Code
- Housing Code: The local housing code

- Federal Housing Code: Housing Quality Standards
- Life Safety Code: Life Safety Code
- HAZMAT: HUD requirements for specific programs

The developer will seek guidance and strive to conform to the following codes if financial resources are available for a specific project:

- Accessibility: ANSI standards for accessibility by disabled residents
- HAZMAT: HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing
- Building Code: IRCC (version accepted by the local Building Codes Department)
- Exceptions: On a case-by-case basis, deviations from the minimum requirements of this standard will be permitted with approval of the appropriate local agency

1 Health & Safety

Contaminants	
Repair Standard	Minimum Life 5 yrs.
NA	
Replacement Standard	
All materials installed will meet the following standards to minimize the presence of Volatile Organic Compounds (VOC) and Formaldehyde: • All paints and primers must meet the most recent Green Seal G-11 Environmental Standard. Http://www.greenseal.org/certification/standards/paints_and_coatings.pdf • Adhesives must comply with Rule 1168 of the South Coast Air Quality Management District. http://www.aqmd.gov/rules/reg/reg11/r1168.pdf • All caulks and sealants, including floor finishes, must comply with regulation 8, rule 51, of the Bay Area Air Quality Management District. • All particleboard components will meet ANSI A208.1 for formaldehyde emission limits, or all exposed particleboard edges will be sealed with a low-VOC sealant or have a factory-applied, low-VOC sealant prior to installation. All MDF edges will meet ANSI A208.2 for formaldehyde emission limits, or all exposed MDF edges will be sealed with a low-VOC sealant or have a factory-applied, low-VOC sealant prior to installation.	

Lead Based Paint (LBP)	
Repair Standard	Minimum Life 5 yrs.
For all houses constructed prior to 1978 - four (4) floors, two (2) window sills and two (2) window troughs (all randomly selected) plus a blank sample must be submitted to an EPA-accredited lead analytical laboratory and the dust samples must pass a dust wipe test for lead content as per the protocol in the HUD Guidelines. Lead-safe work practices must be followed, and only certified abatement contractors used to perform the work. See: http://www.hud.gov/offices/lead/lbp/hudguidelines/	
Replacement Standard	Minimum Life 20 yrs.
When stabilization of surfaces containing LBP is impractical, the most affordable solution for abatement of the component will be chosen. Walls containing LBP may be covered with drywall or gutted and replaced with drywall. Trim and other wood or metal components containing LBP may be removed and replaced with similar materials. Lead-safe work practices must be followed, and only certified abatement contractors used to perform the work.	

Asbestos	
Repair Standard	Minimum Life NA
Non-friable intact Asbestos materials that are not creating a hazard such as cementitious exterior wall shingles may be left intact and painted if appropriate. Asbestos-resilient floor tiles may be labeled as such and covered with underlayment and new resilient flooring.	
Replacement Standard	Minimum Life NA
Friable asbestos components, badly deteriorated cementitious shingles or deteriorated flooring will be removed and, if necessary, replaced with non-hazardous materials.	

Mold	
Repair Standard	Minimum Life NA
Any presence of mold is unacceptable and must be addressed per the National Center for Healthy Housing protocol "Creating a Healthy Home." http://www.nchh.org/Portals/0/Contents/FloodCleanupGuide_screen_.pdf	
Replacement Standard	Minimum Life NA
All carpeting, drywall or other gypsum-based wall coverings or any other non-structural components with mold present will be removed and replaced. The National Center for Healthy Housing protocol "Creating a Healthy Home" will be followed for remediation of structural components.	

Fire Safety - Egress	
Repair Standard	Minimum Life NA
NA	
Replacement Standard	Minimum Life NA
Egress windows are required in all new sleeping and living areas unless other secondary means of escape requirements are met. The minimum dimensions for egress window clear openings are 20" wide by 24" tall, with a clear opening of 5.7 square feet. No bedrooms should be created in attics or basements unless Life Safety Code egress requirements are met.	

Fire Alarms	
Repair Standard	Minimum Life 5 years
Existing fire and smoke, and security systems that meet code will be repaired to operating condition.	
Replacement Standard	
Directly wired smoke detectors are required in hallways adjacent to sleeping areas and in all bedrooms.	

Carbon Monoxide (CO) Alarms	
Repair Standard	Minimum Life 5 years
Existing carbon monoxide detectors that meet code will be repaired to operating condition.	
Replacement Standard	
When atmospherically vented gas burning appliances, such as furnaces and water heaters, are present inside the dwelling, CO detectors are required in sleeping areas and immediately adjacent to fuel-burning appliances. CO detectors will be installed at a height defined in the manufacturer's instructions.	

2 - Site

Grading	
Repair Standard	Minimum Life 5 yrs.
When moisture problems exist that are the result of poor storm water drainage away from the building, the property will be re-graded for a distance of at least 10 feet away from the building will slope away from the structure at a pitch of at least 1 inch per foot.	
Replacement Standard	
Same as Repair Standard.	

Outbuildings	
Repair Standard	Minimum Life 5 yrs.
Unsafe and blighted structures, including outbuildings, will be removed if it is not financially feasible to complete the repairs required to make them structurally sound, leak-free, with lead hazards stabilized. Detached garages should have operable and lockable doors and windows.	
Replacement Standard	
No outbuilding replacement is permitted in this program.	

Fencing	
Repair Standard	Minimum Life 3 yrs.
If repairs are needed, replacing sections or limited components in kind is permissible if the budget permits.	
Replacement Standard	
Wholesale replacement of deteriorated fencing is not permitted.	

Paving and Walks	
Repair Standard	Minimum Life 5 yrs.
Essential paving, such as front sidewalks and driveways with minor defects, will be repaired to match. Tripping hazards greater than ¾" must be addressed. Non-essential, highly deteriorated paving, such as sidewalks that are unnecessary, will be removed and appropriately landscaped.	
Replacement Standard	
Un-repairable essential walks will be replaced per City Ordinance. Wood-framed, handicapped-accessible ramps are an eligible expense.	

Trees and Shrubbery	
Repair Standard	Minimum Life 5 yrs
Trees that are dead, dying, or hazardous will be removed. Removal will include cutting close to the ground, and grinding of the stump to 12 inches below the finished grade is permissible if the root system is interfering with the foundation.	
Replacement Standard	
Landscaping with trees and shrubbery is not an eligible expense.	

Lawn	
Repair Standard	Minimum Life 1 yrs.
Reseeding or installation of sod is not an eligible expense.	
Replacement Standard	
Reseeding or installation of sod is not an eligible expense.	

3 - Exterior Building Surfaces

Exterior Cladding	
Repair Standard	Minimum Life 10 years
Siding and trim will be intact and weatherproof. All exterior wood components will have a minimum of one continuous coat of primer and two continuous coats of finish paint, and no exterior painted surface will have any deteriorated paint. Buildings designated as historic will have existing wood siding repaired in kind. New exterior wood will blend with existing and will be spot-primed and top-coated in a lead-safe manner.	
Replacement Standard	
Buildings not designated as historic may have siding replaced with vinyl siding or cement board siding to match the existing configuration. If replaced, soffit material will be replaced to match or with vented/perforated vinyl. Adequate soffit ventilation shall be installed or maintained.	

Exterior Porches	
Repair Standard	Minimum Life 5 years
Deteriorated concrete porches will be repaired when possible. Unsafe wood porch components will be repaired with readily available materials to conform closely to historically accurate porches in the neighborhood. Porch repairs will be structurally sound, with smooth and even decking surfaces. Deteriorated wood structural components will be replaced with preservative-treated wood.	
Replacement Standard	
Porches on building designated as historic will be rebuilt to conform closely to historically accurate porches in the neighborhood. Decks on non-historic porches will be replaced with 5/4" preservative-treated decking. Replaced railings will meet code. Replaced wood structural components will be preservative-treated.	

Exterior Railings	
Repair Standard	Minimum Life 5 years
Existing handrails will be structurally sound. Guard rails are required on any accessible area with a walking surface over 30" above the adjacent ground level. Sound railings may be repaired if it is possible to maintain the existing style. On historic structures railing repairs will be historically sensitive.	
Replacement Standard	
Handrails will be present on one side of all interior and exterior steps or stairways with more than two risers and around porches or platforms over 30" above the adjacent ground level, and will meet local codes. Handrails and guard rails will conform to the style of similar components in the neighborhood. On historic structures new railings will be historically sensitive.	

Exterior Steps and Decks	
Repair Standard	Minimum Life 5 years
Steps, stairways, and porch decks will be structurally sound, reasonably level, with smooth and even surfaces. Repairs will match existing materials,	
Replacement Standard	
In non-historic structures wood decking may be replaced with 5/4" X 6" preservative-treated material and new steps will be constructed from nominal 2" preservative-treated wood.	

Exterior House Numbers and Mailboxes	
Repair & Replacement Standard	Minimum Life 5 years
All houses will have house numbers (clearly visible from the street, a minimum of 4" in height, and of a contrasting color clearly displayed near the front door), and a standard size mailbox, preferably wall-hung at the entrance.	

4 - Foundations & Structure

Firewalls	
Repair Standard	Minimum Life 5 years
Walls adjoining attached garages will be maintained without cracks and holes, with code required fire separation.	
Replacement Standard	
Same as above.	

Foundations	
Repair Standard	Minimum Life 15 years
Foundations will be repaired to be sound, reasonably level, and free from movement.	
Replacement Standard	
Complete foundation replacements are beyond the scope of the program.	

Structural Walls	
Repair Standard	Minimum Life 15 years
Structural framing and masonry will be free from visible deterioration, rot, or serious termite damage, and be adequately sized for current loads. Prior to rehab, all sagging floor joists or rafters will be visually inspected, and significant structural damage and its cause will be corrected.	
Replacement Standard	
New structural walls will be minimum 2" x 4", 16" OC. All exterior walls that are part of the building envelope (the air barrier and thermal barrier separating the conditioned space from the non-conditioned space) will be insulated with a minimum R-13 insulation and sheathed to code.	

Additions	
Repair Standard	Minimum Life NA
NA	
Replacement Standard	Minimum Life 60 years
New additions are acceptable only when – for health and safety and/or livability reasons – it is necessary to add additional space. Stamped plans must be submitted to the City Building Official for review and approval prior to bidding. All standards for Exterior Building Surfaces, Roofing, Windows and Doors, Insulation and Ventilation, Plumbing, Electrical, HVAC apply.	

5 - Windows and Doors

Interior Doors	
Repair Standard	Minimum Life 5 years
Baths and occupied bedrooms will have operating doors and lock sets.	
Replacement Standard	
Hollow-core, pressed-wood product consistent with the style of existing doors including a brass-plated bedroom lock set.	

Exterior Doors	
Repair Standard	Minimum Life 5 years
Exterior doors will be solid, weather-stripped and will operate smoothly. They will include a peep site, a dead bolt, and an entrance lock set.	
Replacement Standard	
Replacement doors at the front of the property for historically significant buildings will be historically sensitive. Steel, six-panel doors may be installed at entrances not visible from the front street and on the front of the property for buildings that are not historically significant. Dead bolt locks will be installed on all exterior doors keyed to match. All new doors will be weather-stripped to be air tight.	

Windows	
Repair Standard	Minimum Life NA
All windows will operate, remain in an open position when placed there, lock when closed and the open section will be covered with a screen.	
Replacement Standard	
Windows that are not repairable may be replaced and will meet the ENERGY STAR standard for this geographic region. http://www.energystar.gov/index.cfm?c=windows_doors.pr_anat_window Windows on key façades of historically sensitive properties will be wood of the style original to the building. New windows on other properties may be vinyl or aluminum and double-glazed.	

6 - Roofing

Flat and Low-Slope Roofing	
Repair Standard	Minimum Life 2 years
Built-up roofing that is leak-free will be re-coated and flashing and accessories repaired if their minimum life is questionable.	
Replacement Standard	
Modified Bitumen is an approved roofing material for low sloped roofs.	

Pitched Roofs	
Repair Standard	Minimum Life 5 years
Missing and leaking shingles and flashing will be repaired on otherwise functional roofs. Slate, metal and tile roofs will be repaired when possible.	
Replacement Standard	
No more than 1 layer of roofing is permitted when a roof is replaced. Fiberglass, asphalt, 3-tab, class A shingles with a prorated 25-year warranty over 15-lb. felt with new drip edge on all edges.	

Gutters and Downspouts	
Repair Standard	Minimum Life 5 years
Gutters and downspouts must be in good repair, leak free and collect storm water from all lower roof edges. Concrete splash blocks will be installed to move water away from the foundation. The system must move all storm water away from the building and prevent water from entering the structure. In addition to positive drainage away from the building, outlets will be a minimum of 3 feet away from the foundation whenever there is a history of water problems.	
Replacement Standard	

Gutters and downspouts will be installed and collect storm water from all lower roof edges. Concrete splash blocks will be installed to move water away from the foundation. The system must move all storm water away from the building and prevent water from entering the structure. In addition to positive drainage away from the building, outlets will be a minimum of 3 feet away from the foundation whenever there is a history of water problems.

7 - Insulation and Ventilation

Bath Ventilation	
Repair Standard	Minimum Life NA
Smooth metal ductwork to the outside may be installed or repaired on existing bathroom fans that are operational but not properly ducted. Delay timer switches (set to an additional 20 minutes of run-time) for bathroom fans are an allowable expense.	
Replacement Standard	Minimum Life 10 years
Bathroom fans ducted to the outside using smooth metal ductwork and rated at a minimum of 80 CFM are highly recommended, as is a delay timer switch.	

Kitchen Ventilation	
Repair Standard	Minimum Life 2 years
Whenever possible, kitchens must have functional mechanical ventilation operating at a minimum 120 CFM. All ductwork will be heavy gauge galvanized metal, air tight with sealed seams. The installation of soffit to conceal ductwork is an allowable expense.	
Replacement Standard	
Same as the repair standard.	

Roof Ventilation	
Repair Standard	Minimum Life 5 years
1 square foot of free venting must be supplied for every 300 SF of area directly under the roof. The ventilation path must be free from obstructions and protected against access by rain, snow or pests. Ventilation shall be balanced between high and low vents to provide natural convective flow of air currents.	
Replacement Standard	
The venting requirement is the same as with the Repair Standard above with a strong preference for a combination of ridge vents, soffit vents.	

8 - Interior Standards

Interior Walls and Ceilings

Repair Standard	Minimum Life 3 years
Holes, cracks and deteriorated and un-keyed plaster will be repaired to match the surrounding surfaces. All visual surfaces will be stabilized to minimize lead paint hazards using water based paint.	
Replacement Standard	
When necessary plaster will be replace by ½" gypsum board. Fire-rated assemblies will be specified on a project-by-project basis as required by local codes.	

Flooring	
Repair Standard	Minimum Life 3 years
Bathroom, kitchen and other water-susceptible floor areas will be covered with water-resistant flooring that is free from tears or tripping hazards. Damaged wood floor will be repaired. When existing deteriorated carpet is present over hardwood floors, the hardwood will be refinished whenever possible.	
Replacement Standard	
Baths will receive resilient sheet goods over plywood underlayment, and kitchens will receive resilient sheet goods. Whenever possible rooms other than kitchens and baths with existing wood flooring will be maintained as wood floors and refinished when appropriate. Rooms other than kitchens or baths without usable wood floors may be finished with carpet.	

Closets	
Repair Standard	Minimum Life 5 years
Existing closets with a minimum depth of 2 feet will be maintained in good repair and have a shelf and clothes rod.	
Replacement Standard	
New closets may be created if there is a significant lack of storage space and the budget permits. New closets will have a depth of 2 feet and include a shelf and clothes rod.	

Kitchen Cabinets and Countertop	
Repair Standard	Minimum Life 3 years
Kitchens will have a minimum of 10 feet of countertop with base and wall cabinets (or dishwasher) to match. Existing cabinets with hardwood doors and face frames may be repaired if in good condition. All cabinets will be sound and cleanable.	
Replacement Standard	

New kitchen cabinets will have plywood boxes. Cabinets will have hardwood doors and face frames. There will be a minimum of 10 lineal feet of post-formed countertop with corresponding base cabinets and wall cabinets. Corners in countertop designs are permitted if factory assembled. A drawer base (12" or 15") will be included in new cabinetry. A plastic laminate panel to match the countertop or a stainless steel panel will be installed as a base cabinet to wall cabinet backsplash behind the range and extending 6 inches past the range on both sides, or if the range is in a corner along the side wall and trimmed with chrome metal edging.

9 - Electric

Ground Fault Interrupter Circuits	
Repair Standard	Minimum Life 5 years
Non-functioning GFCIs will be replaced. Kitchen counter, bath and laundry receptacles within will be replaced with a GFCI-protected receptacle or protected by a GFCI device to meet the IRC requirements adopted by Hattiesburg.	
Replacement Standard	
Kitchen counter, bath and laundry receptacles will be replaced with a GFCI-protected receptacle or protected by a GFCI device to meet the IRC requirements adopted by Hattiesburg.	

Passage Lighting	
Repair Standard	Minimum Life 7 years
All lights and switches in hallways, stairs and other passages will be operable and safe.	
Replacement Standard	
All halls, stairs and rooms necessary to cross to other rooms and stairways must be well lit and controlled by a 3-way switch using concealed wiring. Attics must have utility light fixtures.	

Kitchen Electric Distribution	
Repair Standard	Minimum Life 5 years
Existing receptacles, fixtures and switches will be safe and grounded.	
Replacement Standard	
Permanently installed or proposed stoves, refrigerators, freezers, dishwashers and disposals, washers and dryers will have separate circuits sized to N.E.C. Two separate 20-amp counter circuits are required with each kitchen area.	

Interior Electric Distribution	
Repair Standard	Minimum Life 7 years
Exposed knob and tube will be replaced. Every room will have a minimum of one duplex receptacles, placed on each wall and one light fixture or receptacle switched at each room entrance. Where the source wiring circuit is accessible (e.g. first floor above crawl spaces, in gutted rooms, etc.), receptacles will be grounded. All switch, receptacle, and junction boxes will have appropriate cover plates. Wiring will be free from hazard, and all circuits will be properly protected at the panel. Exposed conduit is allowed. Bedrooms receptacles will be protected by an Arc Fault breaker. There must be one electrical receptacle at the service panel.	
Replacement Standard	
When a room's wall finishes are removed, it will be rewired to the latest version of the National Electric Code.	

Service and Panel	
Repair Standard	Minimum Life 10 years
Distribution panels will have a main disconnect, at least 10 circuit-breaker-protected circuits, a 100-amp minimum capacity and be adequate to safely supply existing and proposed devices.	
Replacement Standard	
200-amp service with a main disconnect panel containing at least 30 circuit breaker positions.	

10 - Plumbing System

Drain, Waste, Vent Lines	
Repair Standard	Minimum Life 1 year
Waste and vent lines must function without losing the trap seal.	
Replacement Standard	
When walls are removed exposing vent and waste lines those lines will be reworked to the current IRC.	

Plumbing Fixtures	
Repair Standard	Minimum Life 3 years
All fixtures and faucets will have working, drip-free components. Toilets with greater that a 1.6 GPF rating will be replaced with a maximum 1.28 GPF model.	
Replacement Standard	
Single lever, metal faucets and shower diverters with 15-year, drip-free warranty and maximum 2.0 GPM flow. White ceramic low-flow toilets (1.28 Gal), double bowl stainless steel sinks, and fiberglass tubs with surrounds.	

Plumbing Minimum Equipment	
Repair Standard	Minimum Life 3 years
Existing equipment will be repaired to conform to the Housing Quality Standards.	
Replacement Standard	
Every dwelling unit will have a minimum of one single bowl sink with hot and cold running water in the kitchen and at least one bathroom containing a vanity with a sink, and a shower/tub unit, both with hot and cold running water, and a toilet.	

Water Heaters	
Repair Standard	Minimum Life 7 years
Each housing unit will have a working water heater less than 3 years old with a minimum capacity of 40 gallons if it is gas-fired or electric. Gas water heaters more than 3 years old may be repaired if it is clear that a repair will make it operable.	
Replacement Standard	
All units will have a minimum 40-gallon, gas-fired or electric water heater with a 5-year warranty installed to the IRC.	

Water Supply	
Repair Standard	Minimum Life 10 years
The main shut off valve must be operable and completely stop the flow of water to the house. All fixtures must be leak-free and deliver sufficient cold water and, where applicable, hot water.	
Replacement Standard	
The main shut off valve must be operable and completely stop the flow of water to the house, and should be replaced if it does not. Lead and galvanized pipe that is part of the water service or the distribution system will be replaced with copper. All fixtures will have brass shut off valves. A minimum of one freeze-protected exterior hose bib is required.	

11 - HVAC

Air Conditioning	
Repair Standard	Minimum Life - NA
Non-functioning, non-repairable air conditioners will be removed and drained of all CFCs. Existing central air conditioning will be inspected, serviced and refurbished to operate safely.	
Replacement Standard	Minimum Life 20 years
New HVAC systems will have air conditioning ($\geq$ 14 SEER)	

Chimney Repair	
Repair Standard	Minimum Life NA

Unused chimneys will be removed to below the roof line wherever roofing is replaced unless the house is in a Historic District or on the National Register. Unsound chimneys will be repaired or removed unless the house is in a Historic District or on the National Register. When chimneys must be used for combustion ventilation, they will be repaired.

Replacement Standard	Minimum Life NA
The creation of new flues is not recommended in this program. The use of high efficiency closed combustion appliances is recommended to avoid the need for new flues. Replacement furnace flues, when required, will be metal double- or triple-walled as recommended by the furnace manufacturer.	

Distribution System	
Repair Standard	Minimum Life 5 years
Duct work will be well supported, insulated in unconditioned space and adequate to maintain 68°F measured 36" off the floor when the outside temperature is the average yearly minimum, in all habitable and essential rooms. All duct work will be insulated to R-7, sealed at all seams.	
Replacement Standard	Minimum Life 25 years
All duct work will be insulated to R-7, sealed at all seams.	

Heating System	
Repair Standard	Minimum Life 5 years
Workable existing heating systems will be inspected and serviced to operate in a safe manner.	
Replacement Standard	Minimum Life 25 years
Gas-fired heating plants will be rated at ≥ 92% AFUE or better. Heat pumps will be rated at ≥ 14 SEER.	

12 – Appliances

Kitchen Appliances	
Repair Standard	Minimum Life 3 years
All units will have a working and cleanable range. If there is an existing dishwasher in working and cleanable condition, it may be retained with minor repairs.	
Replacement Standard	Minimum Life 15 years
All redesigned kitchens will have ENERGY STAR-labeled appliances.	

Specification Listing

CITY of Hattiesburg, MS – Department of Federal and State Programs

Site Work (4) — UoM

906 FLATWORK - SIDEWALK, REMOVE, HAUL AND REPLACE : — SF

Remove concrete slab and haul away from site. Compact area for placement of concrete. Form and pour reinforced concrete slab. Concrete shall 4" thick, 2,500 PSI. Smooth surface, brush finish, edge trowel at form, expansion joints and control joints @ 10' on center. Include 6" x 6" x 10# wire mesh and dowels at existing flatwork.

965 DRIVEWAY COMPLETE - CONCRETE : — SF

Excavate, level and compact to 85% subgrade. Form, pour and broom finish a 4-inch, 3000 psi, concrete driveway and apron. Provide #10 welded wire mesh, expansion joints at 10' intervals, and a broom finish surface that directs water away from the building. Remove all forms, re-grade and spot seed.

9754.1 REGRADE AT FOUNDATION AND SEED : — SF

Mow yard 4' out from structure with a bagging mower as low as possible. Install 5" of top soil at foundation graded out 4' from foundation to 1". Tack, straw, fertilize and seed area. Install 3' high barricade of string on 1" x 1" stakes to establish lawn.

9763.1 BARE SOIL--SOIL REPLACEMENT - SOD AREA : — EA

Dampen dry bare soil. Remove and dispose of the top 4" of soil in the areas indicated on the plan or noted otherwise. Disposal of removed soil must be in accordance with state and EPA guidelines. Spread 1" of peat and manure and till into 4" depth. Bring in clean topsoil and spread evenly to replace all removed soil. Fertilize and sod area. Install a 3' high barrier of marking tape or string on 1' x 1' stakes to establish lawn.

Demolition & Disposal (5) — UoM

707 DEMO CABINETS : — LF

Remove kitchen or bathroom cabinets by withdrawing fasteners to minimize wall damage. Remove debris from site and haul to a legal landfill. Vacuum wall and floor surfaces.

710 DEMO NON BEARING PARTITION : — LF

Remove partition including plaster/drywall, lath, framing members, fixtures, wiring, and mechanical runs. Dispose of in code legal dump.

735 DEMO, INTERIOR DRYWALL, PLUMBING, ELECTRIC, FLOOR FINISHES & HAULING : — SF

Remove all interior plumbing and electrical fixtures, rough-ins, cabinets, and wall finishes to studs including all floor finishes. Remove all insulation. Debris to be removed from site. Building to be left broom clean.

745 DEMO, CHIMNEY, INCLUDE NEW FRAMING : — EA

Demo chimney to below first floor line. Frame existing chimney opening with rafters to match existing and sheathing to match existing thickness. Install 30# felt paper over sheathing to prevent water intrusion. Frame opening at ceiling joist with joist to match existing size using joist hangers where necessary. Frame existing chimney opening at floor joist with joist to match existing using joist hangers where necessary. Patch flooring by toothing existing flooring and install flooring to match existing with no joints within 6" of another. Haul all debris from job site.

750 DEMO - OUT BUILDING OR SHED : — SF

Demolish and remove from the site, to an approved disposal area, all elements of the structure from roof to foundation to a level 4" below finished grade. The contractor shall protect and secure from damage all other structure, sidewalks, paved areas, shrubbery, lawn areas and other property of the homeowner. Damage to such property of the homeowner and neighboring properties shall be repaired or replaced to the satisfaction of owner without additional expense. Install 4" of topsoil, grade and seed to eliminate all evidence of the demolition work.

786 DEMO/DISPOSAL OF ATTACHED STRUCTURE : — SF

Demolish and remove from the site, to an approved disposal area, all elements of the structure from roof to foundation to a level 4" below finished grade. The contractor shall protect and secure from damage all other structure, sidewalks, paved areas, shrubbery, lawn areas and other property of the homeowner. Damage to such property of the homeowner and neighboring properties shall be repaired or replaced to the satisfaction of owner without additional expense. Install 4" of topsoil, grade and seed to eliminate all evidence of the demolition work.

UoM

793 DEMO - TRASH HAULING - DEBRIS REMOVAL : AL

Haul all trash/debris from jobsite on a routine basis. No trash will be allowed to accumulate in building or around the exterior of the building and stand for long periods of time. Trash should be dumped at an approved dump site licensed for construction debris. Building should be kept broom clean at all times and free of work hazards. Dumpsters are permitted, but should be clear of all public access.

Foundations, Concrete & Paving (6)

896 FOUNDATION, HOUSE, STRAIGHTEN WITH FOOTINGS, PIERS AND SILLS : LF

Shore and straighten structure as close as possible. Replace defective piers, footers and sills. Piers to be 8" x 8" x 16" CMU with mortar joints set on 24" x 24" x 12" deep reinforced concrete footings matching existing height. Sills to be treated 6" x 6" with notched joints occurring at piers. Approx. LF of sill and approx. # of piers:

Masonry (7)

1106 MASONRY - PARGETTING AND BOND WALL : SF

Prepare surface by: cleaning with brush, removing all loose and deteriorated mortar; resetting loose foundation components and filling voids with masonry cement. Trowel a continuous 3/8" coat of fiberglass reinforced surface bonding mortar per manufacturer's specifications.

1115 MASONRY - PIER - REPAIR TO MATCH EXISTING : EA

Repair pier with matching materials to match as close as possible. CMU, brick or other (as approved by owner) shall be laid on existing sound concrete or brick footings. Pier should fit firmly under existing sill/beam.

1121 MASONRY - PIER - CMU BLOCK PIER - REPLACE : EA

Shore and straighten structure as close as possible. Replace defective piers, footers. Piers to be 8" x 8" x 16" CMU with mortar joints set on 24" x 24" x 12" reinforced concrete footings. Piers should be firmly under existing sill/beam using solid shims as necessary (wooden shims not allowed).

1170 MASONRY - BLOCK WALL REPAIR - MATCH EXISTING : SF

Remove damaged block and patch wall by toothing damaged block and mortar. Install new CMU to match existing with match mortar joints at all sides of new block. Fill new CMU cells with mortar if possible. Clean patched area and paint area to match adjacent areas. Clean and remove all debris from job site.

1230 MASONRY - REPOINT : SF

Tuck point masonry. All masonry joints found to be loose, weak, cracked or structurally defective to cut out to a minimum of 5/8" or until sound surface is reached. Flush all joints clean with water or compressed air and repoint using a prepared cement base mortar, matching existing mortar as color and joint as close as possible. Clean all surfaces of masonry mortar stains when finished.

1235 BRICK WALL REPAIR : SF

Remove damaged brick and tooth replacement brick into wall. Match brick and tooling as closely as possible.

1330 CHIMNEY--REPOINT : SF

Repair chimney above roof area by cutting out mortar at least 1/2", removing all loose material, and repointing using portland cement mortar. Saturate joints with water before applying mortar. Match color as closely as possible. Replace all missing and defective materials with matching materials. Clean mortar and other debris from adjoining surfaces and gutter.

Framing (8)

UoM

2210 FRAMING - BEAM--DOUBLE 2"X10" : LF

Shore location as necessary to remove any existing beam and framing. Install a double 2"x10" beam, level, crown up and all necessary framing to secure beam. Use S4S SYP lumber to create beam. Nail each end of beam with three 16D nails and stagger nails at 16" on center through remainder of beam. Beam to sit firmly against supporting members. Nail beam to all remaining and new framing.

2232 FRAMING - BEAM, WOOD, LOAD-BEARING 6" X 6" TREATED SILL : LF

Install new load-bearing 6" X 6" treated wooden beam. Beam to be sized and installed according to load and code requirements. Anchor beam to supporting framing members bearing on sound pier/footing foundation. Any joints in sill must fall on new or existing piers to match existing. Renail all joists to new beam or use joist hangers when necessary.

2242 **FRAMING - CEILING JOIST - REPLACE :** LF

Remove existing ceiling joist and haul from site. Install new 2x SYP joist to match existing in size and length. Nail new joist to existing framing using common nails properly sized. Install necessary 2x strong back at center span of room. Approximate number and length of joist:

2248 **FRAMING - FLOOR JOIST - REPLACE JOIST, MATCH EXISTING :** LF

Replace floor joist, sized to match existing joist. Joist to sit on load bearing beam, nailed to beam and any band joist using galvanized nails. Install joist in a straight plane with existing joists. Install bridging to match existing, either cross bridging or solid block bridging and under bearing walls and above sills using galvanized nails.

2249 **FRAMING - FLOOR JOIST - REPAIR/SISTER JOIST :** LF

Repair floor joist, full length, sized to match existing joist, by scabbing joist with new treated lumber sized the same as the existing joist and nail, using a triangulated nailing pattern or cement coated nails, 8" on center. New joist to rest on existing beam at each end.

2302 **FRAMING - SUBFLOOR - 3/4" EXTERIOR GRADE - NEW :** SF

Install 3/4" tongue and groove "Sturdi-Flor," CDX exterior grade plywood decking, glued and nailed 8" on center using screw shank or cement coated nails. Installation and fastening to be manufacturer's recommendations.

2307 **FRAMING - SUBFLOOR & FRAMING, REPLACE :** SF

Remove entire floor down to floor joists. Correct uneven floor. Replace any deteriorated joists to match existing size and length. Install 3/4" T&G "Sturdi-Flor" plywood glued and nailed to joists using construction adhesive and screw-tight nails. Surface of repair to match height of existing.

2311 **FRAMING - SUBFLOOR, 3/4" - REPLACE :** SF

Remove existing flooring and subfloor and install 3/4" tongue and groove "Sturdy-Flor" CDX plywood decking, glued and nailed at 8" on center using screw shank or cement coated nails. Installation and fastening to be according to the manufacturer's recommendations.

2444 **FRAMING - CLOSE-IN EXTERIOR OPENING :** LF

Eliminate exterior opening by framing in with 2"x4" studs on 16" centers. Provide all necessary support for upper structure. Finish both sides of wall to match existing. Install #15 saturated felt and matching siding on exterior. Siding must be toothed into existing with no two joints within 6".

2445 **FRAMING, WALL - INTERIOR - 12 FT CEILINGS :** LF

Frame wall with 2"x 4" #2 SYP studs at 16" on center with 2" x 4" full width double top plate top and single bottom plate. Secure wall to walls, floor, and ceiling using 3" nails or screws. Where openings under 36" are included, install header constructed of 2- 2"x 6" with 1/2" x 5-1/2" plywood sandwiched between or 4x. Use cripple jacks from header to bottom plate and from header to ceiling plate. Where openings exceed 36", use minimum of 2" x 10" stock for headers. Include all tie downs and strapping per code.

2446 **FRAMING -CLOSE-IN EXTERIOR OPENING (SIDING) :** SF

Eliminate exterior opening by framing in with 2 x 4 studs on 16" centers. Finish both sides of wall to match existing. Install TYVEC weather resistive barrier and matching siding on exterior. Siding must be toothed in to existing with no two joints within 16".

2448 **FRAMING, NON-BEARING ARCHES :** SF

Frame arches between load bearing posts and under new load bearing beam. Arches to be according to plan. Cut 1/2" CDX plywood to follow radius and fasten to cripples nailed under beam. Plywood to be fastened to beam and cripples with screws.

2449 **FRAMING, PARTITION, WITH 2X4 STUDS, FINISHED :** SF

Install finished partition. Include 2x4 studs @ 16" O.C., double top and single bottom plates and wind brace. Install electrical per code. Finish with 1/2" taped and textured drywall. Install matching wood base and shoe mold. No painting. Location and size of partition(s):

2456 **FRAMING - FASCIA, SOFFIT & FASCIA REPAIR TO MATCH :** LF

Repair all loose, damaged or deteriorating soffit and fascia by either replacing the soffit with materials to match existing in style and color or re-attaching existing material to structure with fasteners comparable to industry standard. Haul any removed material from jobsite and clean area of nails.

Specification Listing

City of Hattiesburg, MS – Department of Federal and State Programs

2457 **FRAMING - REPAIR/REPLACE - DETERIORATED STUDS :** LF

Repair or replace deteriorated studs. Stud size to match existing studs. Sister (scab) new studs next to damaged studs by staggering nail pattern using 16d common nails every 16". New studs to sit firmly against top and bottom plates with nail at three sides. Replace any damaged or rotten top and bottom plates or door and window headers. All headers to meet code requirements.

2463 **FRAMING, WALL, BEARING - EXTERIOR 2 x 4 - 12 FT CEILINGS :** LF

Frame bearing wall with 2" x 4" #2 SYP studs at 16" O.C. with double 2" x 4" full width top plates and single 2" x 4" bottom plate. Secure wall to walls, floor and ceiling using 3" nails or screws into framing, and tie downs for 130 mph wind zone. Where openings under 36" are to be included, install header constructed of 2 - 2"x 8" with 1/2" plywood sandwiched between. Use cripple jacks from bottom plate to header and from header to top plate. Where openings exceed 36", use minimum of double 2"x10" stock with 1/2"x9 1/2" plywood sandwiched between for header. Use cripple jacks from bottom plate to header and from header to top plate.

2464 **FRAMING-WALL, BEARING - EXTERIOR 2 x 6 :** LF

Frame bearing wall with 2" x 6" #2 SYP studs at 16" O.C. with double 2" x 6" full width top plates and single 2" x 6" bottom plate. Secure wall to walls, floor and ceiling using 3" nails or screws into framing, and tie downs for 130 mph wind zone. Where openings under 36" are to be included, install header constructed of 2 - 2"x 8" with 2"x 6" on top and bottom of header nailed into each header piece. Use cripple jacks from header to bottom plate and header to top plate. Where openings exceed 36", use minimum of double 2"x10" stock with 2" x 10" lumber on top and bottom of header nailed into each header piece. Use cripple jacks above header to top plate and cripple jacks from bottom plate to under header.

2466 **FRAMING, WALL, 2" x 6" :** LF

Frame new wall with 2" x 6" #2 (standard or better) studs at 16" O.C. with double 2" x 6" full width top and 2" x 6" bottom plate. Secure new wall to existing walls, floor, and ceiling using 3" nails or screws into existing framing or newly installed nailers. Where openings under 36" are to be included, install header constructed of (2) 2" x 6" with 1/2" x 5-1/2" plywood sandwiched between or 4x or per code. Use cripple jacks from header to bottom plate and from header to ceiling plate. Where openings exceed 36", use minimum of (2) 2" x 8" with 1/2" x 7-1/2" plywood sandwiched between or 4" x 6" stock for header. Include all necessary tie downs and strapping per code.

4403 **ROOF RAFTERS, BRACE (SCAB), FULL LENGTH, MATCH SIZE :** LF

Install rafters to brace roofing structure (scabs). Extend new rafter member the full length of defective/damaged rafter. New rafters to match existing size. Nail to existing rafter at each end using three 16d nails and every 32" O.C. staggering nails. All new members to run full length without joint, where abutting headers, use joist hangers. Installation to be per code.

4425 **RAFTER--REPLACE RAFTER TO MATCH EXISTING :** LF

Dispose of roofing and defective rafter. Install a pine rafter, sized to match existing roof rafter, crown up, from ridge board to fascia. Renail sheathing to new rafter with nails long enough to penetrate rafter at least 2".

4430 **RAFTER TAIL - REPAIR :** EA

Remove damaged rafter tail and dispose. Install a new matching rafter tail into existing overhang area and fasten to roof sheathing and existing rafter. Cut damaged rafter into attic area if necessary. Repair any damage caused during installation. Prime and paint to match existing with high grade exterior latex paint.

4439 **ROOF - REFRAME WITH PITCH, INCLUDING SHINGLES :** SF

Remove all roofing and roof framing down to wall plates if necessary. Haul all debris from site. Install new pitched gable roof (match existing pitch). Rafters, joists, framing, and tie downs to be per code. Install 1/2" plywood CDX sheathing or 7/16" OSB, 15lb saturated felt, style "A" roof edging at entire perimeter, all flashing to any vertical surfaces, galvanized flashing at valleys and 30 year self-sealing shingles. Overhang to be a minimum of 1'-0" or match existing, same style as house. Replace all removed attachments. Provide a minimum 1 year contractor warranty and furnish manufacturer warranty.

4756 **SOFFIT & FASCIA, WOODEN, REPAIR, REPLACE TO MATCH EXISTING :** LF

Replace all broken, deteriorated soffit & fascia with treated lumber to match existing. All soffit to be exterior grade (B,C or better) plywood to match existing thickness or 1x lumber to match existing. All new fascia to be S4S pine to match existing size and thickness. Include replacing any deteriorated framing (lookouts, wall band, rafter tails, etc.) using lumber to match existing. Bottom edge to be straight line matching existing. All nails to be galvanized.

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4761 **SOFFIT - VINYL SOFFIT :** LF

Replace soffit. Dispose of damaged soffit material. Install vinyl, vented, soffit material. Include all trim.

4762 **SOFFIT & FASCIA - COVER WITH VINYL/ALUMINUM :** LF

Prepare the house for new vinyl soffit and fascia by securing or replacing all loose soffit and fascia to provide a sound nailing surface for new coverage. Install new vinyl soffit using stock vinyl with vented soffit at existing soffit vent openings. If no openings exist, cut soffit to allow for proper ventilation before installing vinyl soffit material. Install new stock vinyl or aluminum fascia coverings over existing or replaced fascia with new fascia material tucked under roof drip edge. Use solid vinyl siding as manufactured by Mastic Corporation, Certainteed, Bird & Son or equal. Owner to select color from in stock samples. The installation shall be made according to manufacturer's recommendations and manufacturer's warranty shall be furnished to owner on completion.

4763 **FASCIA - COVER WITH VINYL :** LF

Prepare the house for vinyl fascia by securing or replacing all loose fascia to provide a sound nailing surface for new coverage. Install fascia surfaces with smooth vinyl fascia coverings. Use solid vinyl siding as manufactured by Mastic Corporation, Certainteed, Bird & Son or equal. Owner will have a choice of style and color. The installation shall be made according to manufacturer's recommendations and manufacturer's warranty shall be furnished to owner on completion.

6189 **A/C CONDENSOR STAND, WOODEN, 3 FEET OR HIGHER :** EA

Build a 5' x 4' stand for the A/C condenser unit. Height of stand to be set at 3" above base flood elevation. Stand shall be constructed of pressure treated lumber. Pressure treated 4" x 4" posts are to be set in concrete and buried a minimum of 16-inches below grade. Joists to be 2' x 6" treated pine with 5/4" x 6" treated pine deck. All nails to be galvanized.

7086 **WATER HEATER, PLATFORM, WOODEN, WITH SHED, ABOVE BFE :** EA

Construct a platform for the water heater. Size stand to be approximately 3' x 3' water heater. Height of stand to be set at 6" above base flood elevation. Stand shall be constructed of pressure treated lumber. Pressure treated 4" x 4" posts are to be set in concrete and buried a minimum of 16-inches below grade. Joists to be treated 2" x 6" with 5/4" x 6" deck all nailed with galvanized nails. Provide new galvanized water heater shed for exterior mounted water heater. Shed to be secured to water heater stand and main structure with galvanized screws or approved fasteners.

7087 **WATER HEATER & CONDENSING, PLATFORM, WOODEN, WITH W/H SHED, ABOVE BFE :** EA

Construct a new platform for the water heater and condensing unit. Size of platform to be able to accommodate for both water heater and condensing unit on same stand. Height of stand to be set at 6" above base flood elevation. Stand shall be constructed of pressure treated lumber. Pressure treated 4" x 4" posts are to be set in concrete and buried a minimum of 16-inches below grade. Joists to be treated 2" x 6" with 5/4" x 6" deck all nailed with galvanized nails. Provide new galvanized water heater shed for exterior mounted water heater. Shed to be secured to water heater stand and main structure with galvanized screws or approved fasteners.

Windows (9) **UoM**

2791 **WINDOW - REPAIR - SASH, SILLS, HARDWARE, CASING, GLAZING :** EA

Repair window units to "like new" operation, excluding top sash, which can be nailed shut. Include replacement of any damaged or missing parts and hardware, exterior casings, interior casings, aprons, stools, sash, glass, glazing, and sills. Patch and sand all affected areas, ready for paint. Units shall operate smoothly. Replace any missing or broken sash ropes into existing pulleys.

2791.1 **WINDOW WRAP - REPAIR - STABILIZE SASH, SILLS, CASING, GLAZING & TROUGHS :** EA

Repair window units to "like new" operation, excluding top sash, which can be nailed shut. Include replacement of any damaged or missing parts and hardware, exterior casings, interior casings, aprons, stools, sash, glass, glazing, and sills. Patch and sand all affected areas, ready for paint. Units shall operate smoothly. Replace any missing or broken sash ropes into existing pulleys. After establishing any required floor containment with polyethylene sheeting, mist defective paint with water to the point of saturation. Wet scrape all interior and exterior window components. Feather edges with a wet, 100-grit sponge sanding block. Detergent wash, rinse and allow to dry. HEPA vacuum all visible dust and chips. Spot prime bare wood with quick drying, water-based, clear sealant and top coat with white alkyd paint. Undercut parting bead and stool molding 1/4". Back caulk and nail .027 aluminum coil stock in window trough/well area. Drill two 3/8" weep holes in storm sash. Caulk perimeter of well with silconized acrylic.

2875 **WINDOWS - WOOD SASH--SINGLE GLAZED :** EA

Remove existing stops, windows and sash balances. Prepare frame and install new single glazed wood sash into existing frame. Install new sash weights and cords or new sash balances, all wooden trim, stops, guides and weatherstripping, ready for paint. Locations:

2880 **WINDOWS - REPLACE, WOOD, DOUBLE HUNG, MATCH EXISTING :** EA

Remove stops, windows and sash balances. Prepare frame, provide and install new glazed wooden sash into existing frame, new spring sash weights or balances, all wood trim, stops, parting strips, guides and weatherstripping, ready for paint. Paint inside and outside of the new sash with two coats of high grade exterior latex paint. Color to match as close as possible to existing.

2915 **WINDOWS - REWORK/REPAIR EXISTING - MODIFY FRAME :** EA

Remove existing wooden window frame and sash. Rework/repair existing frame to shorten frame height. Configure new frame height to allow approximately 2" from window frame apron and interior finish (counter top, cultured marble, ceramic tile, etc.) in kitchen or bath. Install reworked frame into existing opening. Install necessary framing below frame and tooth in exterior siding to match existing siding and adjacent finishes. Toothed joints in siding to be no less than 16" apart. Rework wooden sash and install into frame with all stops, pulleys, sash balances and parting strips. Install salvaged interior casing or new casing to match existing including apron and stool. Repair all interior damage during installation to match adjacent area.

2930 **WINDOWS - ALUM SGL HNG/DBL GLZ - LOW E- REPLACE :** EA

Replace windows with aluminum single hung double glazed, low-e, windows. In siding installation, cut straight cuts around old window to remove. Install self-adhesive modified bitumen flashing around each opening extending from inside wall surface to a minimum of 2" under exterior finish. Siding cut for installation must be toothed so joints are staggered. Stucco finishes should be blended to match existing. Caulk all junctions of window and siding. Repair all interior and exterior finishes affected by window change to match adjacent finishes, and paint all new material to match existing. Remove debris and glass from site immediately.

2932 **WINDOWS - LOW E - ALUMINUM REPLACEMENT, INTO EXISTING FRAMES :** EA

Remove existing window sash, hardware, parting strips and stops. Replace windows with new divided lite aluminum, Low - E, single hung double glazed replacement windows into the existing wooden frames. Color tone to be determined by owner. Caulk all junctions of window and install any stops necessary for proper installation. Contractor to measure and verify all sizes and color before ordering windows. Repair all interior and exterior finishes affected by window change to match adjacent finishes and paint all new materials to match existing. Remove debris and glass from site immediately.

2933 **WINDOWS - LOW E - VINYL REPLACEMENT INTO EXISTING FRAMES :** EA

Remove existing window sash, hardware, parting strips and stops. Replace windows with new divided lite vinyl, Low - E, single hung double glazed replacement windows into the existing wooden frames. Color tone to be determined by owner. Caulk all junctions of window and install any stops necessary for proper installation. Contractor to measure and verify all sizes and color before ordering windows. Repair all interior and exterior finishes affected by window change to match adjacent finishes and paint all new materials to match existing. Remove debris and glass from site immediately.

2968 **WINDOWS - MATCHING, INSTALL IN EXTERIOR WALL :** EA

Install new window unit into exterior bearing wall. Window to match existing window units in type, size and color including aluminum, vinyl and wooden units. Cut opening and install header and all framing. All headers to be 2" x 10" with 1/2" x 9-1/2" sandwiched between members. Windows are to be properly flashed into existing exterior wall. All trim surfaces inside and outside to match existing. Repair all surfaces inside and out to match existing. All siding must be toothed in and no joint within 16" of another. Prime, caulk and paint to match existing.

2980 **WINDOW - VINYL SGL HNG DBL GLZ - LOW E :** EA

Replace windows with new vinyl, single hung, double glaze, low e, color tone windows of the same sizes of existing. In siding installation, cut around window to remove old window. Install 4 mill visqueen or impregnated felt wrap around each opening extending from inside wall surface to a minimum of 2" under existing finish. If structure has exterior siding finish, any siding cut for installation must be "toothed" back in with siding so joints are staggered. Stucco finishes should be blended to match existing. Caulk all junctions of window and any new material added. Contractor to measure and verify all sizes and color before ordering windows. Repair all interior and exterior finishes affected by window change to match adjacent finishes, and paint all new material to match existing. Remove debris and glass from site immediately.

9455.1 **VINYL DOUBLE HUNG, LOW-E WINDOW & TRIM - LEAD PROTOCOL :** EA

After establishing any required floor containment with polyethylene sheeting, wet mist, remove, wrap in polyethylene sheeting and dispose of entire window unit and interior trim. Detergent wash, rinse, allow to dry and HEPA vacuum any paint chips, dust and debris. Field measure and install a PVC, 1 over 1, double hung, double glazed, argon filled window with at least a R-4 rating and 1/2 screen. Wrap exterior jamb and sill with .027" aluminum coil stock back caulked and nailed 6" on center.. Re-trim opening with 1" x 6" casing and apron and pine stool. Prep for paint, caulk edges and prime new wood. Top coat with premium acrylic latex and clean glass.

Exterior Doors & Hardware (10) **UoM**

3065 **DOOR - REWORK EXTERIOR :** EA

Plane, sand, adjust and/or repair exterior door and jamb to assure weathertight, smoothly operating door and lock set. Include weather stripping.

3110 **DOOR - DEAD BOLT - SURFACE MOUNT :** EA

Install a surface mounted, single cylinder deadbolt lockset. Provide 2 sets of keys to owner. Repair any damage caused during installation.

3111 **DOOR - DEADBOLT & ENTRY LOCK- REPLACE :** EA

Remove and dispose existing entry lock and deadbolt. Provide and install new keyed alike locks I, keyed entry lock and single cylinder deadbolt with minimum 1-inch throw and strike plates into existing frame. Owner to receive four (4) keys.

3135 **DOOR - REPAIR, RE-MORTISE AND REFIT WS, TH & LOCKS :** EA

Remove door and hinges. Fill and repair damage in door and frame with epoxy based wood filler or wood if hole or damage exceeds 1/2". Replace any missing parts of frame or any parts not repairable. Fit wood in old damaged mortise holes and re-mortise door and frame to depth of hinges. Rehang door plumb so it does not move while open. Sand entire unit ready for paint. Install new gasket type weatherstripping, new gasket type aluminum threshold, new lockset and deadbolt with matching keys.

3137 **DOOR - SECURITY, IRON BAR :** EA

Replace security door with new security door built with solid iron bars and security screen. Lock to be single cylinder and shall not conflict with lock(s) on door. Door to be primed with metal inhibiting primer and finished with oil base metal paint. Standard color to be selected by owner.

3137.1 **DOOR - SECURITY, IRON BAR - REPAIR :** EA

Repair existing security door. Adjust door as needed to function properly. Install new lock. Lock to be single cylinder and shall not conflict with lock(s) on door. Door to be primed with metal inhibiting primer and finished with oil base metal paint. Standard color to be selected by owner.

3141 **DOOR - SCREEN DOOR, WOOD - 1" REPLACE :** EA

Replace screen door with new 1" thick wood screen door complete with closer and key-lock. Finger joint lumber for door is not allowed. Allow . Repair holes and dents in jamb and touchup to match existing surfaces. Location(s) and size(s):

3176 **DOOR - EXT. PRE-HUNG - UPGRADED FRONT DOOR :** EA

Install a new pre-hung 3'-0" x 6'-8" x 1-3/4" exterior upgraded door . Door to have integral jamb, interior and exterior trim, magnetic weather stripping, keyed entry lockset and single cylinder dead bolt lock, sill, threshold, and 1-1/2 pair of butts. Unit to be installed plumb with minimum 1/2" clearance between jamb and trimmer for adjustment and insulation.

3182 **DOOR - EXT. - REPLACE IN EXISTING JAMB :** EA

Replace exterior door with new door, sized to fit existing frame and matching existing doors or owner approved equal. Fill and repair damage in frame with epoxy based wood filler or wood if hole or damage exceeds 1/2". Replace any missing parts of frame or any parts not repairable. Install the new door to ensure proper operation while opening and closing. Sand entire unit ready for paint. Install new hinges, gasket type weatherstripping, new gasket type aluminum threshold, new lockset and deadlock with matching keys.

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3186 **DOOR - EXT. - PRE-HUNG STEEL- 6 PANEL W/LOCKS - NEW :** EA

Install a new 3'-0" x 6'-8" x 1-3/4" exterior, six panel steel clad door unit complete with integral jamb, interior and exterior trim, magnetic weather stripping, keyed entry lockset and single cylinder dead bolt lock, sill, threshold, peep hole and 3 pair of butt hinges. Unit to be installed plumb with minimum 1/2" clearance between jamb and trimmer for adjustment and insulation.

3188 **DOOR - EXT. - PRE-HUNG STEEL W/ SUNBURST LITE WITH LOCKS :** EA

Install 3'-0" x 6'-8" x 1-3/4" exterior steel clad door with star burst lite at top. Unit should be complete with integral jamb, interior and exterior trim, magnetic weather stripping, keyed entry lockset and single cylinder dead bolt lock, sill, threshold, and 3 pair of butt hinges. Unit to be installed plumb with minimum 1/2" clearance between jamb and trimmer for adjustment and insulation.

3210 **DOOR - STORM DOOR--ALUMINUM :** EA

Install a new aluminum combination storm and screen door with white baked enamel aluminum finish and closer. Door to be hung into existing door frame.

3250 **DOOR - INSTALL IN EXTERIOR WALL :** EA

Install exterior door unit in exterior bearing wall. Cut opening and install header and all framing. Headers in exterior walls to be double 2" x 10" SYP lumber with 1/2" x 9-1/4" plywood sandwiched between supported by 2x opening studs on each end of header. Install a new 3'-0" x 6'-8" x 1-3/4" exterior steel clad door unit complete with integral jamb, interior and exterior trim, magnetic weather stripping, keyed entry lockset and single cylinder dead bolt lock, sill, threshold, and 3 pair of butt hinges. Unit to be installed plumb with minimum 1/2" clearance between jamb and trimmer for adjustment and insulation. Repair all surfaces in and out to match existing. Repair any damage caused during installation to match existing.

9522.1 **EXTERIOR DOOR - STABILIZE & ADJUST :** EA

After establishing any required floor containment with polyethylene sheeting, mist defective paint with water to the point of saturation. Plane exterior door edges and adjust hasp and strike plate to minimize door/jamb friction. Wet scrape door jambs and trim. Clean and degloss with detergent solution. Rinse to neutral and allow to dry. HEPA vacuum any paint chips, dust and debris. Spot prime and top coat with premium acrylic latex.

9532.1 **EXTERIOR DOOR--REPLACE WITH METAL PREHUNG - LEAD PROTOCOL :** EA

After establishing any required floor containment with polyethylene sheeting, wet mist, remove, wrap in polyethylene sheeting and dispose of door, frame and casing. Install a prehung, insulated, 4 panel, metal skinned door including magnetic weather stripping, interlocking threshold, wide angle peep site, dead bolt and entrance locksets. Re-trim opening with 1" x 6" casing and brick molding. Prime and prep all wood with premium acrylic latex.

Siding & Stucco (11) **UoM**

2566 **SIDING - 1/2" X 8" HARDI-PLANK WITH SHEATHING :** SF

Prepare surface by removing, existing siding if necessary, nails, repairing or removing sheathing. Install 1/2" x 8" factory primed smooth fiber cement siding on entire body of structure over newly installed 1/2" CDX sheathing as per code, including 2x preservative treated or solid Hardi corner boards and trim, with double dipped galvanized or stainless steel fasteners. Install TYVEK or equal to sheathing before installing siding. Multiple small pieces not permitted. Caulk end joints. Hardi-plank butting wood should be gapped 1/8-inch and caulked, Hardi-plank butting cementitious trim should be gapped 1/8-inch and caulked. Repair and prime all scraped and damaged areas using factory recommended primer. All installation to follow manufacturers specifications. Siding lap to match any existing siding or lap to be no more than 6".

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2569 **SIDING, INSTALL NEW 6" WOODEN SIDING & TRIM :** SF

Prepare surface by removing existing siding, if necessary, nails, repairing or removing sheathing. Install 1/2" x 6" beveled edge pre-primed siding per plans. Siding to be "C" and better grade. Installation to be complete including wooden corner boards, #15 felt or required vapor barrier per manufacturer's written directions and per code. Water drip flashing to be installed over openings and per code. Multiple small pieces in a row not permitted. Caulk where siding abuts trim and windows. Vertical siding joints must be offset by at least by 16" from adjacent rows. Do not caulk siding joints. All joints to be fit accurately and tight. Apply two coats of exterior latex satin sheen enamel per manufacturer instructions or Owner approved equal. Approximate square feet of siding:

2585 **SIDING - WEATHERBOARD, REPLACE TO MATCH EXISTING :** LF

Remove damaged siding to a joint over nearest stud. Replace all missing siding and damaged siding with new matching siding to all areas with galvanized nails. Install new felt paper under all new siding installations lapping as necessary. All seams must be located on studs. Prime ready for top coat.

2595 **SIDING -T 111, REMOVE AND REPLACE :** SF

Remove damaged siding and dispose from site. Install rough sawn pine, 4' x 8' x 5/8" thick, treated, T1-11 siding including treated 1x trim at corners, to match as close as possible, over new #30 felt paper attached to existing framing. Use Z flashing on horizontal seams. Flash and install paintable silicone caulking along entire top edge and all trim pieces.

2635 **SIDING - REPAIR VINYL SIDING :** SF

Remove damaged siding to nearest joint. Install solid, PVC, matching siding including all trim and starter pieces. Match existing as closely as possible in color, exposure and texture.

2636 **SIDING, REMOVE AND REPLACE, WALL SHEATHING AND VINYL :** SQ

Remove all existing vinyl or aluminum siding and dispose off site. Prepare the house for siding by securing or replacing all loose siding to provide a sound nailing surface for new coverage. If new wall sheathing is necessary, provide and install properly sized 1/2" OSB nailed to building code. Install TYVEK or equal weather resistive barrier. Accessory trim moldings for the type of siding being used shall be installed at all endings and openings and shall include outside and inside corner posts. Re-side all vertical surfaces of the house with 8' solid vinyl siding. Use solid vinyl siding as manufactured by Certainteed or equal. Owner shall have choice of style and color. The installation shall be made according to manufacturer's recommendations and manufacturer's warranty shall be furnished to owner upon completion.

2641 **SIDING, VINYL, NEW :** SQ

Prepare the house for siding by securing or replacing all loose siding to provide a sound nailing surface for new coverage. Install TYVEK or equal weather resistive barrier. Accessory trim moldings for the type of siding being used shall be installed at all endings and openings and shall include outside and inside corner posts. Re-side all vertical surfaces of the house with 8' solid vinyl siding. Use solid vinyl siding as manufactured by Mastic Corporation, Certainteed, Bird & Son or equal. Owner shall have choice of style and color. The installation shall be made according to manufacturer's recommendations and manufacturer's warranty shall be furnished to owner upon completion.

2705 **STUCCO - PATCH :** SF

Repair all stucco. Vee out and patch cracks, holes and all damaged, loose stucco and blend in all deformed stucco areas using stucco mix. Repairs to have paper-backed welded wire lath underneath. Match existing surfaces with repairs. Touch up all repaired surfaces to math existing as close as possible.

2710 **STUCCO - SANDBLAST/REPAIR/COLOR COAT :** SY

Remove loose and damaged stucco surfaces and sandblast surface. Patch damaged areas with portland scratch coat plaster. Apply owner's choice of sand finish color coat. Damage to non-stucco areas caused by sandblasting shall be repaired or replaced with like kind materials by the contractor.

2745 **SIDING - REPAIR/REPLACE CEMENT SHINGLE SIDING :** SF

Replace all damaged and missing cement shingles with fiberglass-cement shingles with matching edge detail. Use galvanized or painted aluminum 6d nails using felt strips at all vertical joints in siding. Caulk all seams at openings and trim. Paint to match existing color as close as possible.

Porch (12) **UoM**

1035 **PORCH - PORCH STEP - REPAIR CONCRETE :** EA

Repair damaged concrete steps as needed using a sand and portland cement mixture. Patch areas and trowel finish or brush finish to match existing conditions.

1040 **PORCH - PORCH STEP - PRECAST CONCRETE WITH LANDING & RAILING :** EA

Install a 4' wide, entrance stairway with a 4' deep platform on a reinforced 4" concrete slab/footing including railing. Rise and run and railing shall be installed to code.

3460 **PORCH - DECK JOIST - 2"X 8" PTP :** LF

Install 2"x 8" pressure treated pine joist, at existing height, crown up. Joist to sit on treated load bearing beam and nailed. Use joist hangers as necessary for support at existing structure or as necessary.

3465 **PORCH - DECK - TONGUE AND GROOVE - REMOVE AND REPLACE :** SF

Shore porch roof framing to allow floor removal. Remove damaged/deteriorated porch deck flooring. Install 5/4" x 4" treated pine tongue and groove decking to existing joists with concealed galvanized nails. Install metal wall flashing under siding to prevent water intrusion at wall intersections. Prime new decking on all sides prior to installation with high quality oil based primer. Paint deck with two coats of high grade porch and deck enamel. Touch up all affected surfaces to match existing. Owner to select color of deck paint.

3466 **PAINT - PREP & PAINT WOOD FLOOR :** SF

Scrape and rough sand with 80 grit paper and a sanding stick, entire floor/porch deck. Vacuum and tack rag surface. Prime floor and apply two coats owner's choice of premixed pigmented polyurethane floor finish, per manufacturer's recommendations.

3466.1 **PAINT - PREP & PAINT WOOD FLOOR - LEAD PROTOCOL :** SF

After establishing any required ground containment with polyethylene sheeting, mist defective paint with water to the point of saturation. Wet scrape all loose paint with curved and flat draw scrapers. Wash with detergent solution, rinse, allow to dry and HEPA vacuum and tack rag surface for paint chips, dust and debris. Spot prime and caulk with a 25 year silconized acrylic caulk. Prime floor and apply two coats owner's choice of Elastomeric Latex pigmented floor and deck finish, per manufacturer's recommendations.

3486 **PORCH, POSTS, REPLACE W/WRAPPED POSTS :** EA

Shore up porch and replace deteriorated porch posts. Replace with new posts as follows: Posts are to be square and of a dimension to coincide with the soffit overhead. Use 4"x4" rough posts encased on four sides with clear treated pine or C and better pine. Top and bottom of all columns to have 1x treated base mitered at all corners. All joints and perimeter edges to be sanded smooth and all galvanized nail heads are to be set, filled, and sanded. Prime and paint new posts with two coats paint. Seal all knots with Kilz before painting.

3505 **PORCH CEILING - T&G :** SF

Dispose of damaged/deteriorated tongue and groove ceiling material. Secure any loose elements and provide backing for new installation of new sections. Install matching material as closes as possible to existing in width and thickness. Lock tongue of new boards securely into existing grooves. Face nailing permitted only where original ceiling is face nailed. Set and fill all visible nail heads. Finish new wood to match existing.

3515 **PORCH - RAIL REPAIR - WOOD :** LF

Replace missing or defective handrail to match existing. Use clear treated lumber, treated balusters to match existing, treated support posts and treated railing with same size stock. Nail all new railing with galvanized nails or deck screws for use in treated lumber.

3525 **PORCH - HANDRAIL/GUARD RAIL--WOOD, REPLACE :** LF

Remove existing rail and dispose off site. Install new railings as follows: Top rail to be 2 x 4 with top beveled from center to edges for water shed. Bottom rail is to be 2 x 3 with the top edge chamfered. Spindles are to be 1 1/8" x 2" x 36", spaced so that a 4" diameter sphere will not pass through the opening, attached to a 1 x 2 wood strip for anchorage to the top and bottom rails. Guard railing height to be at least 36" above finished floor. All materials are to be pressure treated. All joints and perimeter edges to be sanded smooth and all galvanized nail heads to be set, filled and sanded. Seal all knots with before painting.

3531 **PORCH - HANDRAIL/GURADRAIL - WROUGHT IRON - EXTERIOR :** LF

Dispose of any existing railing. Install a black, wrought iron handrails and guardrails of bar stock wrought steel with solid 1/2" x 1/2" balusters. Guard rail height to be a minimum of 36-inches above finish floor and handrails to be 34" to 38" above nose of stairs. Pickets will be spaced so that a 4-inch diameter sphere will not pass through the opening. Bolt securely in wall and floor with lead shielded lag bolts and caulk all penetrations. Embed in concrete in ground when servicing steps. Touch up paint.

3540 PORCH SCREEN--REPLACE : SF

Remove damaged screen and install aluminum insect screening and pre-painted pine lattice molding. Screen to be pulled tight with no wrinkles and stapled every 6".

3561 PORCH - PORCH & LANDING, WOODEN, 3'-6" x 3'-6" W/STEPS & RAILING : EA

Install 3'-6" X 3'-6" treated pine landing (including steps) using all galvanized nails. Use treated 4" X 4" posts anchored in concrete a minimum of 24" deep and 8" in diameter. Use treated 2" X 8" joists @ 16" O.C. Deck to be 2" X 6" clear treated pine. Step treads to be 2" X 12" clear treated pine step nosing. Risers to be clear treated pine sized according to step rise (maximum 1" X 8"). Risers to be of equal height and according to code. All edges sanded smooth. Install standard wooden treated railings with balusters spaced a maximum of 4" apart. Anchor to structure framing.

3562 PORCH - DEMO - RE-FRAME-PIERS/JOIST/FLOOR : SF

Install temporary braces to support porch roof. Demo existing porch and haul from site. Install new CMU 8" x 8" x 16" piers filed with concrete at a height to match existing on concrete continuous 18" wide and 12" deep reinforced footing per code to support porch load. Install a 6" x 6" beam over piers, bolted to foundation per code and install 2x ribbon (same size as joists) on structure using 1/2" x 5" galvanized lag bolts and washers. Deck framing to be PTP sized to match existing framing @ 16" O.C. using galvanized hangers on ribbon and beam. Install 5/4"x 4" treated T&G pine nailed to 2x sleepers across joists for porch floor. Install new skirt to match body of structure and refit existing posts using galvanized fasteners at top and bottom. Allow 1/4" per foot fall on porch floor for drainage. Use 2" x 12" treated pine for step horses/stringers. Step treads to be 2" X 12" clear treated pine step nosing. Risers to be clear treated pine sized according to step rise (maximum 1" X 8"). Risers to be of equal height and according to code. All edges sanded smooth. Approximate square feet of new porch:

3575 PORCH - PORCH STEPS, WOOD (UP TO 4' WIDE) : EA

Construct and install new wood porch steps with a minimum 3/4" overhang on the front and minimum 1/2" overhang on the sides of the treads. All riser heights to the porch deck are to be equal and according to code. Use 2"x12" treated pine tread stock, 2"x12" treated pine for stringers and 3/4" treated pine stock for risers. Stringers to be set on a solid concrete footer. Install additional stringer in all spans exceeding 32". Cross brace the sides to the center of the top tread.

3576 PORCH, PIERS, FOOTINGS, FRAMING, STEP & PORCH DECK : SF

Install temporary braces to support porch roof. Remove posts and save for reinstallation. Demo porch and haul from site. Install new CMU 8" x 8" x 16" piers filed with concrete at a height to match existing on concrete continuous 18" wide and 12" deep reinforced footing per code to support porch load. Install a 6" x 6" beam over piers, bolted to foundation per code and install 2x ribbon (same size as joists) on structure using 1/2" x 5" galvanized lag bolts and washers. Deck framing to be PTP sized to match existing framing @ 16" O.C. using galvanized hangers on ribbon and beam. Install 5/4" x 4" treated T&G nailed to 2x sleepers across joists for porch floor. Install new skirt to match body of structure and refit existing posts using galvanized fasteners at top and bottom. Allow 1/4" per foot fall on porch floor for drainage. Use 2" x 12" treated pine for step horses/stringers. Step treads to be 2" X 12" clear treated pine step nosing. Risers to be clear treated pine sized according to step rise (maximum 1" X 8"). Risers to be of equal height and according to code. All edges sanded smooth.

3585 PORCH - STEP - TREAD REPLACEMENT - EXTERIOR : EA

Dispose of damaged tread. Install 2x preservative treated pine stepping stock or treated lumber to match existing tread with screw shank nails or corrosion resistant deck screws.

3601 PORCH - STEP & LANDING - CONCRETE, LANDING W/ STEPS & RAILING : EA

Install 3'6" x 3'6" reinforced concrete landing including steps. Use #4 rebar in cheek walls and 6 x 6- 10x10 welded wire mesh in slab. Secure to structure with #4 rebar drilled 6" into existing foundation at 45 degree angle. Compact all fill per code. Risers to be of equal height. All edges to be edged with trowel. Install standard iron railings with balusters 6" O.C. per code. Anchor to structure framing and secure post(s) to concrete by recessing with grout or equal. Prime and paint railing with metal inhibiting product.

9697.1 EXTERIOR– REPLACE RAILING SYSTEM : LF

After establishing any required ground containment with polyethylene sheeting, wet mist, remove, package in polyethylene sheeting and dispose of deteriorated lead-painted railing system. Install a 36" high wood railing with 1" x 1" pickets, 3" on center supported by preservative treated 4" x 4". Prep, prime and top coat with premium acrylic latex.

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4502 **ROOF - REPLACE TORCH DOWN :** SQ

Remove roof down to sheathing and replace all defective sheathing with equivalent material. Install a new "torch down" type roof with all necessary flashings. Application to be in accordance with manufactures specifications and to comply with applicable building codes. Replace all drip edge flashing, wall flashing and vent collars with accepted flashings made of galvanized steel or aluminum. Remove all debris from roof and yard. Provide a manufacturer warranty to homeowner.

4564 **ROOF, PITCHED W/SHEATHING AND 30 YEAR SHINGLES :** SQ

Remove all layers of shingles down to spaced 1x. Inspect rafters for deterioration and notify owner of condition. Install new 1/2" CDX plywood or 7/16" OSB sheathing on entire roof. Ridge, edges and valley lines to be straight with no sag. Apply drip edging at entire perimeter and install flashing at any vertical surfaces. Replace all items removed for installation and touchup all surfaces. All valleys to have galvanized flashing. Install one layer of 15lb saturated felt and Class "A" type fiberglass 30 year self-sealing shingles. Approximate square feet of area to be roofed:

4580 **ROOF - REPLACE SHINGLES WITH 30 YEAR SHINGLES:** SQ

Remove all roofing down to sheathing. Notify owner of any defective sheathing. Install new flashing at all valleys and vertical intersections with walls or masonry. Install 15 LB saturated felt and 30 year, self-sealing shingles, with 6-nails per shingle and drip edge at entire perimeter. Replace all roof jacks at pipes extending through roof. Replace any attachments that were removed such as vents and flashing. Provide manufacturer's warranty and remove debris from site.

4581 **ROOF, VENTS, WIND TURBINE :** EA

Install roof venting wind forced Turbine type (jacks) to provide attic ventilation per code requirements. Vent jacks to be placed in straight line parallel to ridge within top one third portion of roof/ridge area. All holes to be cut accurately and vents to be flashed and sealed properly according to manufacturer/trade procedures. Protect roof from all damage during installation.

4591 **ROOF, REPAIR SHINGLES, PITCHED :** SF

Repair roof. Remove all damaged/deteriorated shingles and replace with new to match existing as close as possible. Notify owner of any problems with base. Install new felt into damaged area lapping at all sides. Remove all debris from job site.

4594 **ROOF - REPLACE RIDGE TILE - MATCH EXISTING :** EA

Remove all deteriorated/damaged ridge tile and dispose. Replace all missing or damaged roof ridge tile with tile to match existing. Fasten ridge tile with galvanized nails long enough to penetrate ridge board a minimum of 1-1/2" without damage or cracking replacement tiles.

4602 **GUTTERS, 4.5", PRE-FINISHED ALUMINUM WITH DOWNSPOUTS - NEW :** LF

Remove gutters and downspouts from structure and the site. Install new 4.5", seamless, prefinished aluminum "K" minimum .027 Gage, or vinyl gutters and downspouts with all required ells, miters, hangers and other accessories to insure proper anchorage and proper drainage of all roof surfaces. Slope gutters to downspouts 1/16" per foot minimum with at least one downspout every 30' and provide basket strainers to top of all downspouts.

4605 **DOWNSPOUT - REPLACE TO MATCH EXISTING :** LF

Replace damaged downspout with new downspout of same type. Secure to structure every 6'-0" using galvanized straps and approved fasteners or screws of sufficient length to penetrate wood for 2/3 length of screw. Secure to outlet with metal screws. Apply treatment to galvanized metal to remove oxide so metal type primer will adhere. Prime and paint downspout to match existing if required.

4606 **GUTTERS & DOWNSPOUTS, SECURE TO STRUCTURE :** LF

Secure loose gutters and downspouts to structure. All joints in gutters to be sealed using non-hardening sealer. Hang gutters tight against fascia area and fastened with galvanized gutter spikes at 30" O.C. Downspouts to be fastened to gutter outlets with corrosion resistant screws and fastened to structure at 6'-0" intervals with straps and screws. All gutters to slope to downspouts. Maximum gutter length per downspout no more than 30'-0". Any surface affected by installation to be repaired to match adjacent, including roof.

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4607 GUTTERS, HALF ROUND GALVANIZED, WITH DOWNSPOUTS : LF

Replace gutters with galvanized 6" half round gutters and downspouts. All joints in gutter to be sealed using proper non-hardening sealer made for that purpose. Gutters to be hung tight against fascia area and fastened with galvanized gutter hangers/spikes with spacers at manufacturer recommended intervals. Downspouts to be fastened to gutter outlets with corrosion resistant screws and fastened to structure at 6'-0" interval with straps and screws. All gutters to slope to downspouts. Maximum gutter length between downspout no more than 30'-0". Any surfaces affected by installation to be repaired to match adjacent, including roof. Approximate quantity and location(s):

4615 FLASHING REPAIR : LF

Repair flashing. Remove any deteriorated flashing and dispose off site. Repair/replace flashing with matching style of flashing properly attached to roofing or wall with proper laps at flashing ends but not less than 12". Repair/replace any damaged or removed roofing during flashing installation.

4620 FLASHING - CHIMNEY : LF

Tuckpoint masonry. All masonry joints found to be loose, weak, cracked, or structurally defective to be cut out to a minimum of 5/8" or until sound surface is reached. Flush all joints clean with water or compressed air. Install new 24 gauge metal step flashing on entire chimney with a cricket flashing to the back side. Counter flash entire chimney by cutting a reglet/slot into chimney above all roofing, insert new 24 gauge metal flashing into slot and then seal using manufacturer recommended sealant or mortar. Clean all masonry stains when finished. All work to be per code.

4715 VENT--GABLE : EA

Install a screened, aluminum, rectangular or square gable vent with at least 4 square feet of free air space. Repair all damage during installation to match existing.

4725 VENT - SOFFIT, REPLACE WITH NEW : EA

Remove deteriorated/damaged soffit vent and dispose from site. Replace all damaged or missing soffit vents. Install new soffit vents to match existing in size and shape. Repair all damage to adjacent area caused during removal and installation of new vents. Touch up paint to match existing.

4737 FLASHING - METAL VALLEY FLASHING : LF

Install .019 gauge, aluminum valley, flashing over an 18" wide, 36", 30lb asphalt felt underlayment. Repair/replace any damaged or removed roofing during flashing installation to match existing.

Exterior Painting (15) UoM

5665 PAINT - PREP & PAINT DOOR - EXTERIOR : EA

Cover ground with drop cloth. Scrape loose, cracked, peeling and blistered paint from exterior side of door, jamb, casing and trim. Feather edges and dull gloss with sandpaper. Tack rag all surfaces. Spot prime and topcoat with owner's choice of premixed acrylic latex semi-gloss.

5741 PAINT EXTERIOR STUCCO & TRIM : SF

Wire brush and/or water blast stucco to remove all loose paint and debris. Protect all openings from water entry. Vee out and patch cracks, holes and any damaged, loose, deformed stucco using stucco mix. Repairs to have paper-backed welded wire lath underneath. Match existing surfaces with repairs. Scrape and sand all trim to remove loose/flaking paint to feather old paint edges. Old paint will not all be completely removed. Caulk/patch cracks, holes, sides of any fireplace and secure any loose trim. Remove all unused attachments (screws, nails, etc.). Remove all removable exterior attachments such as downspouts (unless welded), shutters, house numbers, etc., so items may be back-painted and structure prepped and painted behind same and reinstall. Remove all loose glazing and re-putty. Do not allow paint on sliding window track areas. Prime and apply quality grade finish paint. Color to be standard up to two colors selected by owner.

5743.1 **PAINT - EXTERIOR TRIM :** SF

Prepare, prime and paint all exterior trim which shall be described as all exterior painted surfaces, sheet metal, wood, concrete, masonry, other than body of dwelling (Siding, Stucco). Secure any loose trim. Scrape and sand all surfaces to remove all loose/flaking paint and to feather out all old paint edges. Old paint will not be completely. Caulk/patch cracks, holes and small splits. Remove all unused attachments (screws, nails, etc). Remove all removable exterior attachments such as downspouts (unless welded), shutters, house numbers, etc, so items may be back-painted and structure prepped and painted behind same and reinstall. Remove all loose deteriorated window putty and re-putty. Seal all cracks with putty. Use oil base glazing putty for all glass (spackle not permitted). Do not allow paint on sliding window track areas. Use linseed oil on any bare wood track surfaces. Service all double hung lower windows to open, close and lock. All upper windows still operating shall be left operable. Notify owner of any non-working locks. Prime with appropriate exterior wood primer and apply high quality exterior finish coating of owner's choice of up to two standard colors.

5744 **PAINT--EXTERIOR SIDING AND TRIM :** SF

Prepare, prime and paint all exterior trim and siding which shall be described as all exterior painted surfaces, sheet metal, wood, concrete, masonry. Secure any loose trim and replace any damaged siding boards to match existing. Scrape and sand all surfaces to remove all loose/flaking paint and to feather out all old paint edges. Old paint will not be completely. Caulk/patch cracks, holes and small splits. Remove all unused attachments (screws, nails, etc). Remove all removable exterior attachments such as downspouts (unless welded), shutters house numbers and etc, so items may be back-painted and structure prepped and painted behind same, reinstall. Remove all loose deteriorated window putty and re-putty. Seal all cracks with putty. Use oil base glazing putty for all glass (spackle not permitted). Do not allow paint on sliding window track areas. Use linseed oil on any bare wood track surfaces. Service all double hung lower windows to open, close and lock. All upper windows still operating shall be left operable. Notify owner of any non-working locks. Prime with appropriate wood primer and apply quality finish coating of owner's choice of up to two standard colors.

5744.1 **PAINT--EXTERIOR SIDING AND TRIM - ELASTOMERIC PAINT - LEAD PROTOCOL :** SF

Prepare, prime and paint all exterior trim and siding which shall be described as all exterior painted surfaces, sheet metal, wood, concrete, masonry. After establishing any required ground containment with polyethylene sheeting, mist defective paint area with water to the point of saturation. Aggressively wet scrape all loose paint, caulking and glazing with curved and flat draw scrapers . Feather edges with a wet 100-grit sponge sanding block. Wash with detergent solution, rinse, allow to dry and HEPA vacuum all paint chips, dust and debris. Prime, caulk with 25 year silconized acrylic and top coat with premium elastomeric acrylic latex. Secure any loose trim and replace any damaged siding boards to match existing. Scrape and sand all surfaces to remove all loose/flaking paint and to feather out all old paint edges. Caulk/patch cracks, holes and small splits. Remove all unused attachments (screws, nails, etc). Remove all removable exterior attachments such as downspouts (unless welded), shutters house numbers and etc, so items may be back-painted and structure prepped and painted behind same, reinstall. Remove all loose deteriorated window putty and re-putty. Seal all cracks with putty. Use oil base glazing putty for all glass (spackle not permitted). Do not allow paint on sliding window track areas. Use linseed oil on any bare wood track surfaces. Service all double hung lower windows to open, close and lock. All upper windows still operating shall be left operable. Notify owner of any non-working locks. Prime with appropriate wood primer and apply quality finish coating of owner's choice of up to two standard colors.

Insulation & Conservation (16) **UoM**

4905 **INSULATION, BATTS, R-13 -2x4 WALLS & AIR SEAL :** SF

Install 3-1/2" fiberglass batt insulation to all exterior walls to roof line. All spaces within framing to be filled with insulation, e.g. corners, outlets, switches, partition leads, around windows etc. Seal all accessible cracks, gaps and holes in the building envelope (the barrier between the indoor conditioned space and the outside) with low VOC caulk (if <1/4") or expanding foam (if > 1/4"). Seal all top plate and bottom plate penetrations. Seal all penetrations created by plumbing, gas lines, electrical boxes and outlets. Seal large accessible gaps around windows between house framing and window frame - use special care on large sliding-glass doors and vinyl-framed windows: do not use expansive foam on these areas. Take care to seal all joints without excess sealant.

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4907 **INSULATION - BATT - WALLS & CEILING WITH AIR SEALING :** SF

Install new 3-1/2" R-13 fiberglass batt insulation to all exterior walls to roof line and 9" R-30 fiberglass batt insulation in all ceilings. All spaces within framing to be filled with insulation, e.g. corners, outlets, switches, partition leads, around windows etc. Vapor barrier to be to the inside with all batt fastening strips stapled securely to side front edges of framing. Include all necessary air sealing using low VOC caulk or expanding foam. Seal all accessible cracks, gaps, and holes in the building envelope (the barrier between the indoor conditioned space and the outside) with low VOC caulk (if<1/4") or expanding foam(if >1/4"). Seal all top plate and bottom plate penetration. Seal all penetration created by plumbing, gas lines, electrical boxes and outlets. Seal large gaps around windows between house framing and window frame. Use special care on large sliding glass door and vinyl framed windows: do not use expansive foam on these. Take care to seal all joints without excess sealant. Seal any gaps in the building envelope adjacent to flues with carefully cut to fit sheet metal that is securely fastened to the framing sealing all seams and gaps with fire rated caulk. Seal recessed light fixtures in ceilings that are part of the building envelope and are not rated for insulation contact with an airtight box made of drywall sealed to the ceiling and seal IC rated recessed fixtures with caulk. Seal any entries to attic space suing weather stripping on attic doors or hatches. Air sealing must be done prior to installation of insulation.

4908 **WALL INSULATION--DENSE PACK CELULOSE** SF

After Air Sealing (Spec # 16-4903) drill 2 1/8" to 2 9/16" access holes for each stud cavity in the areas specified in interior or exterior locations approved by the CM. Install blow in borax treated (no ammonium sulfate permitted), cellulose insulation per manufacturer's specifications and dense-packed into all specified wall cavities to a minimum density of 3.5 Lbs. per Cubic Foot for the entire cavity. Use a 1" to 1 ¼" ID vinyl "wall tube) attached to the standard cellulose blower tubing to place the cellulose deep into the wall cavity. Check each stud cavity for blocking and other obstructions prior to blowing. Carefully seal all drilled holes with wood or foam plugs and patch all holes to match surrounding materials if the surface is exposed. In balloon framed houses insure that blown cellulose is blocked from entering floor cavities such as 2nd floor floors.
See - http://www.karg.com/PDF%20files/Presentations/Dense%20Pack%20Cellulose%20Insulation.pdf and http://www.karg.com/PDF%20files/Insulaton%20density/Sidewall%20Tips%20Pfeiffer%20Wilson%20Fitzgerald%202003.pdf for additional information.

4911 **WALL INSULATION - SPRAY FOAM** SF

After cleaning the area thoroughly, apply expanding foam to the wall studs at the entire perimeter of the exterior walls. Use a foam product that meets International Residential Code (IRC), Section R314.5.11, and Underwriters Laboratories, Inc. (UL) classification Certificate R7813 such as Dow FROTH-PAK FS Foam or Handi-Foam Two Component E-84 Class 1 Foam. Seal all penetrations and the top of the foundation. Seal all openings within the area of the rim joist, top plates and bottom plates created by plumbing pipes, gas lines, electrical boxes or any other penetrations.

4912 **INSULATE WALL/CEILING/FLOOR CAVITY-CLOSED CELL FOAM** SF

Install closed cell polyurethane spray foam into the specified building envelope cavity to the R Value specified. Moisture content of all components of the cavity must be less than 11% at the time of the application of the foam. The contractor must supply the housing rehabilitation specialist responsible for this project with the ASTM E84 test results or the ICE-ES "ES Report (www.ice-es.org) for the foam product being installed in advance of the installation so that the approved maximum thickness of each pass and total approved thickness is understood in advance of the installation.

4920 **INSULATION CEILING - R-30 BATT & AIR SEAL** SF

Insulate attic area with R30 fiberglass batt insulation. Provide R-value certificate to construction specialist. At ceiling area seal all accessible cracks, gaps and holes in the building envelope (the barrier between the indoor conditioned space and the outside) with low VOC caulk (if <1/4") or expanding foam (if > 1/4").Seal any gaps in the building envelope adjacent to flues with carefully cut to fit sheet metal that is securely fastened to framing sealing all seams and gaps with fire rated caulk. Seal recessed light fixtures in ceilings that are part of the building envelope and are not rated for insulation contact with an airtight box made of drywall sealed to the ceiling and seal IC rated recessed fixtures with caulk. Seal any entries to attic space using weather stripping on attic doors or hatches. Air sealing must be done prior to the installation of insulation.

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4926 INSULATION, WALLS, EXISTING, DRILL & PLUG METHOD — SF

Insulate all walls exposed to outside and walls adjacent to unheated spaces. The single or double opening method of installation may be used. The installation is to be made by drilling holes necessary to properly insulate all areas. Plug holes in siding when installation is complete. All damaged materials repaired or plugged shall match existing as close as possible. Materials used shall have a Resistance Value of R-13 minimum, approved Owens-Corning or equal. Approximate square feet and location(s):

4927 INSULATION - ATTIC - R30 CELLULOSE - BLOWN-IN & AIR SEAL — SF

Prepare attic space by covering personal items and installing fire stop baffles at all lights, chimneys, and vent baffles at soffits. Blow a cellulose product that minimizes dust and inhalable fibers to create a uniform R-30 coverage. Provide R-value certification to construction specialist. At ceiling area seal all accessible cracks, gaps and holes in the building envelope (the barrier between the indoor conditioned space and the outside) with low VOC caulk (if <1/4") or expanding foam (if > 1/4").Seal any gaps in the building envelope adjacent to flues with carefully cut to fit sheet metal that is securely fastened to framing sealing all seams and gaps with fire rated caulk. Seal recessed light fixtures in ceilings that are part of the building envelope and are not rated for insulation contact with an airtight box made of drywall sealed to the ceiling and seal IC rated recessed fixtures with caulk. Seal any entries to attic space using weather stripping on attic doors or hatches. Air sealing must be done prior to the installation of insulation.

4928 INSULATION - ATTIC - R-30 FIBERGLASS - BLOWN-IN & AIR SEAL — SF

Prepare attic space by covering personal items and installing fire stop baffles at all lights, chimneys, and vent baffles at soffits. Blow a fiberglass product that minimizes dust and inhalable fibers to create a uniform R-30 coverage. Provide R-value certificate to construction specialist. At ceiling area seal all accessible cracks, gaps and holes in the building envelope (the barrier between the indoor conditioned space and the outside) with low VOC caulk (if <1/4") or expanding foam (if > 1/4").Seal any gaps in the building envelope adjacent to flues with carefully cut to fit sheet metal that is securely fastened to framing sealing all seams and gaps with fire rated caulk. Seal recessed light fixtures in ceilings that are part of the building envelope and are not rated for insulation contact with an airtight box made of drywall sealed to the ceiling and seal IC rated recessed fixtures with caulk. Seal any entries to attic space using weather stripping on attic doors or hatches. Air sealing must be done prior to the installation of insulation.

4935 ATTIC R-30 CELLULOSE-- : — SF

After Air Sealing (Spec # 16-4903) Install blow in borax treated (no ammonium sulfate permitted), cellulose insulation per manufacturer's specifications to R30. Maintain ventilation routes from soffit and other vents with baffles. Replace all material removed or cut to gain access to match existing materials. NOTE: If access to attic is via a fixed staircase insulate stairs to attic, landing & interior stairwell walls as part of this item dense-packing the cellulose into closed floor, stair and wall cavities to a minimum density of 3.5 Lbs. per Cubic Foot. If access is via a hatch insulate the hatch with 3" of reflective foil faced polyisocyanurate foam and seal edges with compatible foil tape. If access is via a fold down stair insulate the stair with an airtight 2" thick reflective foil faced polyisocyanurate foam box with seams and seal the edges with a compatible foil tape.

Drywall & Plaster (17) — UoM

5210 DRYWALL, PATCH — SF

Remove damaged drywall to expose one half stud on each side of the damaged area. Scab any necessary blocking to existing studs. Fit drywall into area using glue, nails or screws to fasten to framing. Apply tape and 3 coats of compound floated at least 8" for a smooth appearance. Wet sponge or sand and apply texture to match existing wall area and paint. Approximate SF to be patched:

5211 DRYWALL/PLASTER - CEILING - REPAIR & TEXTURE — SF

Remove loose ceiling plaster areas and repair with plaster or 1/2" drywall, taping all cracks with fiberglass tape, and apply smooth coat finish. Add medium texture finish to ceiling area or match existing texture. Prime and paint.

5212 DRYWALL, LAMINATE WITH 3/8" — SF

Install 3/8" gypsum over existing plaster surface with screws sufficient to penetrate framing minimum 1" at 8" on center and bead of construction adhesive 20" on center. Butt drywall to door and window casing and flat tape. Tape joints, spot nails and apply 3-coat finish. Corners to have metal corner bead. Location and sq.ft:

5213 DRYWALL, 1/2" FINISHED - NEW — SF

Install new 1/2" drywall (including green-board sheetrock in all wet areas). Attach to the framing with approved fasteners and drywall all returns at windows. All outside corners shall receive metal corner beads, joints to occur staggered at supports, tape and finish joints and fasteners heads. Finish to match adjacent areas. Prepared for paint.

5214 DRYWALL - OVERLAY CEILING & PAINT — SF

Remove all loose plaster/drywall from ceiling and overlay entire ceiling with 1/2" drywall using screws of sufficient length to penetrate joists one-half screw length. Tape and finish to blend in with other finishes. Prime and paint ceiling.

5218 DRYWALL, 5/8" TYPE X, FIRECODE : — SF

Hang 5/8" type "X" fire code drywall (including green board in all wet areas). Attach to the framing with approved fasteners. All outside corners shall receive metal corner beads, joints to occur at supports, tape and finish joints and fastening heads. Finish to match adjacent areas. Prepared for paint.

5245 DRYWALL--LAMINATE WATER RESIST : — SF

Install new 1/2" water resistant drywall over existing surface with screws 8" on center and 3/8" adhesive beads 16" on center. Remove any top molding from 3-piece base and save for re-sue. Butt drywall to door and window casing and flat tape to drywall to casings. Tape, 3 coat finish, and sand, sponge wipe and ready for paint. Replace base cap molding.

Interior Doors and Hardware (18) — **UoM**

3257 DOOR, INTERIOR, REPLACE IN EXISTING JAMB : — EA

Replace interior door with new door, sized to fit existing frame and matching existing doors in the house, complete with hardware and passage/privacy lockset brass finish or finish to match existing. Adjust and tighten hardware on jamb and fill all unused holes on jamb and casing using wood plugs on large holes. Prime and paint new door, including all edges. Touch up jamb.

3260 DOOR - REWORK INTERIOR DOOR : — EA

Adjust door and lockset to operate properly. Plane, sand, adjust and/or repair door and jamb to assure smoothly operating door and lock set. If door rubs floor surface, trim bottom of door to clear floor. Replace any missing casing to match existing.

3280 LOCKSET - PRIVACY/PASSAGE : — EA

Install a new brass plated or owner approved privacy/passage lockset on existing door. Bathroom doors and bedroom doors to be privacy sets and all other interior doors to be passage sets. New lock sets to match existing as close as possible.

3292 DOOR - REWORK MORTISE LOCKSET BATH, BEDROOM : — EA

Remove existing lock set, repair or replace with new mortise lockset, remove paint from faceplate and any other exposed hardware, and re-install operable lockset.

3313 DOOR - DOOR TRIM, MATCHING : — LF

Install matching casing around existing frame. Moldings must be mitered and glued on outside corners. Set all nails below the surface of the molding and fill holes with wood filler. Fill any existing gaps with wood filler. Molding must be tight to wall upon completion.

3346 DOOR UNIT PREHUNG INTERIOR, NEW : — EA

Install a new 1-3/8" hollow core pre-hung interior door unit with Masonite pre-formed panels hardboard facing complete with jamb and matching trim for both sides, with 1-1/2 pair butt hinges and passage/privacy lock. Set all nails, fill holes and sand entire unit ready for paint.

3347 DOOR UNIT PREHUNG INT. BIFOLD, NEW : — EA

Install a new 1-3/8" hollow core pre-hung bifold door unit with Masonite pre-formed panels hardboard facing complete with jamb and trim for both sides to match existing. Set all nails, fill holes and sand entire unit ready for paint.

3356 DOOR - INTERIOR, FULL BOUND HOLLOW CORE : — EA

Hang a 1-3/8" hollow core, 4 panel pre-hung interior door unit complete with solid jamb and and trim to match existing, full bound on all sides. Include 1 pair 3-1/2"x3-1/2" butt hinges and passage/privacy lock. Set all nails, fill holes, and sand unit ready for paint.

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3357 **DOOR - CASED OPENING :** EA

Trim interior opening using 1x pine for all jambs and standard stock casing or casing to match existing. Install level and plumb into opening. Set all nails below the surface of the molding, sand, putty and caulk ready for paint. Molding must be tight to wall upon completion.

3386 **DOOR, BIPASS, (MIRRORED) :** EA

Provide and install new mirrored bypass doors. Include casing, jambs and trim for two sides and top. Include all necessary hardware, guides and pulls. Doors to be STANLEY - White Bottom Roll Interior Mirror Sliding Door @ Lowe's Item # 162782 for 4' doors and matching for 6' doors.

3420 **ATTIC ACCESS :** EA

Cut and frame an attic access hatch of 3/8" plywood at least 48"x24". Trim with casing to match room, prime, topcoat, and weatherstrip with closed cell foam and insulate with 1" closed cell polystyrene.

9495.1 **INTERIOR DOOR AND FRAME - STABILIZE, PLANE & ADJUST :** EA

After establishing any required floor containment with polyethylene sheeting, remove door hinge pins and carry to a fully contained lead work room. Place pins in plastic bag on jamb for safekeeping. Plane door edges and adjust the hasp and strike plate to minimize door/jamb friction and contact. Mist deteriorated paint with water to the point of saturation. Replace stop molding. Clean and de-gloss door with detergent wash, rinse, dry and HEPA vacuum any paint chips, dust and debris. Spot prime and top coat with premium acrylic latex. Re-install door on hinges.

9508.1 **INTERIOR DOOR - REPLACE WITH 6 PANEL - LEAD PROTOCOL :** EA

After establishing any required floor containment with polyethylene sheeting, wet mist, remove, wrap in polyethylene sheeting and dispose of door unit, stop molding and hardware. Wet scrape jamb and trim. Wash with detergent solution, rinse, allow to dry and HEPA vacuum any paint chips, dust and debris. Install a pine or fir 6 panel 1-3/8" door on two 3" x 3" butt hinges. Provide bedroom lockset. Spot prime bare wood and top coat entire assembly with acrylic latex.

Trim (19) **UoM**

2404 **BASEBOARD - MOLDED - 5 1/4" x 9/16" W/SHOE :** LF

Install pre-primed finger jointed or (MDF) pre-primed 9/16" x 5-1/4" molded base (molding # 5163). Provide pre-primed pine shoe molding at all hard surface areas. Fasteners to be finish nails or tee headed brads. All fasteners to be counter sunk. Joints to be 45 degree miters and corners to be cope sawn.

2405 **BASEBOARD - MOLDED - 3 1/2" x 9/16" W/SHOE :** LF

Install pre-primed finger jointed or MDF 9/16" x 3-1/4" standard stock molded base. Provide shoe molding at all hard surface areas. Fasteners to be finish nails or tee headed brads. All fasteners to be counter sunk. Joints to be 45 degree miters and corners to be cope sawn.

2409 **BASEBOARD--1x WITH BASE CAP :** LF

Install a 2 piece baseboard system using 1x pine as baseboard with a traditional style base cap molding. Use finish nails of sufficient length to penetrate framing 1". Miter all lap joints, and break all joints over framing. Baseboard and cap to match existing as close as possible.

2415 **BASEBOARD - SHOE MOLDING/QUARTER ROUND :** LF

Install pine shoe molding/quarter round to match existing nailed to create the tightest possible seal between the baseboard and floor using finish nails or tee headed brads.

2435 **BASEBOARD - MATCH EXISTING :** LF

Install matching baseboard and shoe molding around perimeter of room. Provide base shoe at all hard surface areas. Moldings to be coped on inside corners and mitered on outside corners. Set all nails below the surface of the molding and fill holes with wood filler. Molding must be tight to wall upon completion.

2836 **WINDOWS - TRIM - MATCH EXISTING :** EA

Install matching type molding around window including aprons and stools. Moldings must be mitered and glued on outside corners. Set all nails below the surface of the molding and fill holes with wood filler. Fill any existing gaps with wood filler. Molding must be tight to wall upon completion.

2840 **WINDOW TRIM - APRON & STOOL :** EA

Use 3/4" stock lumber shaped for stools and casing for aprons. Scribe stool to allow tight fit to window sash. Stools to extend beyond opening 1" from the edge of the window casing. Aprons to be cut even with opening with a 90 degree return miter at each end.

2843 WINDOW - CASING, STOOL AND APRON : EA

Trim interior window with casing to match door frames. Use 3/4" stock lumber shaped for stools and casing for aprons. Scribe stool to allow tight fit to window sash. Stools to extend beyond opening 1" from the edge ot the window casing. Aprons to be cut even with opening with a 90 degree return miter at each end.

3770 SHELVING - SHELVES AND ROD : LF

Install shelving using 1" x 12" Ponderosa pine cut to fit. Support shelving with wooden ledgers around perimeter of closet nailed to studs. Putty all holes and ready for paint. Install a round wooden or metal clothes rod fastened at each end and supported in the middle in clothes closets.

3771 SHELVING - PANTRY/LINEN SHELVING : LF

Install shelving using 1" x 12" Ponderosa pine cut to fit. Support shelving with wooden ledgers around perimeter of closet nailed to studs. Putty all holes and ready for paint. Shelves to be 14" on center with center support on shelves over 36" long.

3772 SHELVES - LINEN SHELVING : LF

Install two tiers of 12" wide, 3/4" BCX plywood shelving, faced with lattice molding to create an edge stop. Support shelving with tracks screwed to studs and metal brackets.

4005 CROWN MOLDING : LF

Install 3-1/4" crown molding at perimeter or room at ceiling cornice. All corners to be mitered and all lap joints to be mitered. Putty and caulk all nail holes and gaps ready for paint or stain. Paint molding with one coat of primer and two coats of high quality interior latex paint or stain with one coat of stain and two coats of sanding sealer over stain. Color or stain choice by owner.

4020 SHELVES - WIRE SHELVING WITH ROD : LF

Install 12" vinyl clad wire shelving with integral clothes rod, cut to width of closet and capped. Use manufacturer's hardware and install according to manufacturers recommendations.

4021 SHELVES - WIRE LINEN SHELVES : LF

Install (4) 12" vinyl clad wire shelves cut to width of linen closet and capped. Use manufacturer's hardware and installation method.

9573.1 TRIM–REPLACE TO MATCH EXISTING - LEAD PROTOCOL : LF

Remove, package and dispose of lead painted trim. Repair wall areas damaged in removal process. Install new trim to match existing as replacement casing. Prep, spot prime and top coat with acrylic latex.

Floor Coverings (20) UoM

2344 FLOORING - WOOD, SAND & REFINISH, LOW VOC POLYURETHANE : SF

Prepare the entire floor area for refinishing. Remove floor finishes to original wood flooring. Refinish floor using natural finish. Sand floor using commercial power drum sander with collector and sand all edges. Apply filler to fill all holes and imperfections with color matching wood filler. Apply a coat of Minwax Water Based Polyurethane Base Coat followed by 3 coats of Minwax Water-Based Polyurethane for Floors, or a floor finish that complies with regulation 8, rule 51, of the Bay Area Air Quality Management District and may not exceed 250 grams of VOC per liter of coating as thinned to the manufacturer's maximum recommendation, excluding the volume of any water, exempt compounds, or colorant added to the tint bases.

2345 FLOORING - SCREEN AND REFINISH WOOD FLOOR : SF

Screen wood floor using a floor polishing machine with sanding screens or steel wool attached to floor polisher. Remove all paint and any used attachments on floor. Vacuum and tack rag room. Finish with one full coat of non-yellowing clear wood sealer and two full coats of non-yellowing polyurethane finish. Vacuum and tack rag between all coats.

2352 FLOORING - SAND AND REFINISH WOOD STEPS - LOW VOC : EA

Sand stair treads and risers using and electric sander with collector. Vacuum and tack rag room. Apply a coat of Minwax Water Based Polyurethane Base Coat followed by 3 coats of Minwax Water-Based Polyurethane for Floors, or a floor finish that complies with regulation 8, rule 51, of the Bay Area Air Quality Management District and may not exceed 250 grams of VOC per liter of coating as thinned to the manufacturer's maximum recommendation, excluding the volume of any water, exempt compounds, or colorant added to the tint bases.

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2355 **FLOORING - FLOOR REPAIR - TONGUE AND GROOVE - FINISH :** SF

Chisel out damaged flooring and stagger end joints at least 6". Blind nail where possible using tongue and groove wood flooring to match original as closely as possible. Sand and apply 3 coats of low VOC floor varnish to patched area.

2396 **FLOORING - LAMINATE FLOORING, PRE-FINISHED, NEW :** SF

Remove any flooring and dispose. Install new pre-finished laminate flooring like Pergo, Swiftllock or approved equal, not less than 6" wide and not less than 7mm or 3/8" thick. Use manufacturer recommended padding and underlayment. Clean surface before installing and install floor with tight joints. Layout so cut pieces at walls are the same at each end at main walls. Allow for expansion and contraction as recommended by manufacturer. Install quarter round molding to match flooring at room perimeter unless indicated otherwise. Allow $1.25/SF for flooring only.

2397 **FLOORING - OAK, 2 1/4" INSTALL, SAND AND FINISH :** SF

Install new oak floor. Properly secure existing floor. Oak to be T&G end-matched, select 25/32" x 2 1/4". Floor to be laid over red rosin paper or approved equal. Lay straight with tight joints, using all pieces with mismatched end for starters or end piece. Floor to extend within 1/4" of finished walls and under all attachments such as radiators. Sand and fill new flooring to a smooth finish. Vacuum and tack rag entire floor area. Apply a coat of Minwax Water Based Polyurethane Base Coat followed by 3 coats of Minwax Water-Based Polyurethane for Floors, or a floor finish that complies with regulation 8, rule 51, of the Bay Area Air Quality Management District and may not exceed 250 grams of VOC per liter of coating as thinned to the manufacturer's maximum recommendation, excluding the volume of any water, exempt compounds, or colorant added to the tint bases.

5404 **FLOORING - CERAMIC TILE - (OVER TILE BACKER BOARD) :** SF

Install new ceramic tile using standard available size (pattern and color selected by owner). Install per manufacturer's recommendations over 1/2" cement fabricated fiberglass backer board such as Hardie or approved equal. Cement boards are to be installed staggered and secured with minimum 1-1/2" screws recommended by manufacturer for wet installations every 8" on center. Fill edge joints with mortar and apply fiberglass mesh tape over seams and smooth out. Grout to be neat and uniform with grout color selected by owner. All cutting to be straight and true. Visible cracks or cut marks are not acceptable. Lay out tile to run parallel with adjacent walls. Outer edges should not have pieces smaller than 1/2 inch.

5426 **FLOORING - CERAMIC TILE - (OVER SLAB WITH THIN SET) :** SF

Remove flooring down to slab and prep slab for proper adhesion. Install ceramic tile flooring using standard glazed floor tiles with standard available size (pattern and color selected by owner). Install per manufacturer's recommendations with thin set. Grout to be neat and uniform with owner-selected grout color. All cutting to be straight and true, any visible cracks or cut marks are not acceptable. Lay out tile to run parallel with adjacent walls. Outer edges should not have pieces smaller than 1/2 inch.

5925 **FLOORING - VINYL SHEET FLOORING W UNDERLAY - :** SF

Nail all loose/squeaky areas of floor and shim/raise any uneven areas. Roughen old floor covering and install 3/8" underlayment grade plywood secured with construction adhesive at 16" O.C. and at all edges. Nail with ring shank or screw tight nails @ 6" O.C. at edges and 6" in field over joists. Coat and sand all joints and nail dents. New floor to be installed under any water heater or appliance (cut-outs not acceptable). Adhesive to be LOW VOC waterproof. Allow $18.00 Per square yard for sheet goods (material only plus labor, underlayment, etc.).

5926 FLOORING - VINYL SHEET FLOORING OVER CONCRETE - : SF

Remove floor covering and haul from site. Clean and prepare surface. Lay new FHA approved seamless vinyl sheet flooring. Install as per manufacturers recommendations. Use LOW VOC waterproof adhesive. Color and pattern to be owners choice. To include new finish trim and base shoe. New floor to be installed under any water heater or appliance (cut-outs not acceptable). .

5971 CARPET (BERBER) & PAD--GREEN LABEL-- : SY

Install FHA approved, Nylon/Olefin blend Berber weave carpet. Install over a matched 1/2" medium density rebond pad w/ a minimum of seams. Carpet and Pad must meet the Carpet and Rug Institute's Green Label certification. Stretch carpet to eliminate puckers, scallops & ripples. Include tackless strips, metal edge strips & mending tape to cover entire floor including closets. Use same carpet in all locations specified.

5972 CARPET (CUT PILE) & PAD--GREEN LABEL-- : SY

Install FHA approved, Nylon/Olefin blend cut pile weave carpet. Install over a matched 1/2" medium density rebond pad w/ a minimum of seams. Carpet and Pad must meet the Carpet and Rug Institute's Green Label certification. Stretch carpet to eliminate puckers, scallops & ripples. Include tackless strips, metal edge strips & mending tape to cover entire floor including closets. Use same carpet in all locations specified.

Ceramic Tile (21) UoM

5410 FLOORING - CERAMIC TILE - REPAIR : SF

Remove damaged tiles. Ensure all substrate is secure. Cut and thin set ceramic tile of matching color and size. Regrout entire surface and apply mildew resistant white silicone caulk to all seams, fixture lips, and pipe penetrations.

Plumbing (22) UoM

3731 VANITY - 30" WITH INTEGRAL TOP AND SINK : EA

Remove lavatory and replace with new 30" factory made and finished oak frame vanity with panel type door complete with man made marble integral top/lav including two-handled faucet by Moen, Chateau builder model with pop-up or equals approved by Housing Rehabilitation Specialist. Install new hot and cold water shut-off valves at rear inside of cabinet. Scribe to fit wall. Furnish and install all moldings necessary to cover openings between vanity and wall. Caulk top neatly with paintable latex caulking.

6612 PLUMBING - WATER SUPPLY LINE : LF

Excavate to 18" below grade. Install a new type "K" copper water line sized to match existing size and meter connection. No joints allowed under ground. Run new water supply line to existing water connection at structure including a new shut off valve. Contractor to apply and pay for all permits, concrete cuts and concrete repairs. If no water meter exists the owner to pay all water line tap fees and meter deposit. Backfill and seed all disturbed yard areas and garden areas.

6613 PLUMBING, BRANCH LINE, REPAIR/REPLACE : LF

Demo and remove from site broken or damaged branch piping section to nearest fittings. Provide and install new pipe sized to match existing, free of defects and leaks. Patch area to smooth and paint ready condition. Work to be in full compliance with all current building codes and Housing Department requirements.

6614 PLUMBING, WATER LINE, REPAIR : LF

Repair water line. Remove existing deteriorated water line section and dispose off site. Install new water line section, including all fittings, connections, runs, elbows, shut off valves and caps (if required) to match existing. All new piping shall be properly supported and be level without pockets. All work to comply with the IRC.

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6626 PLUMBING - WATER LINES - "PEX" - INTERIOR, INCLUDE COPPER STAND PIPE : LF

Replace all interior and exterior hot and cold water lines with new PEX Type water lines above ground and PEX below ground from meter to a copper stand pipe with a main cut off valve and hose bib at the water entrance to the house. Joints in PEX piping above ground shall be formed with manufacturer's approved stainless steel crimped clamps with no joints in piping below ground or encased in concrete. All piping shall run parallel to building construction and be neat and workmanlike. All pipes shall be concealed; piping in walls, below flooring and above the ceiling shall be properly supported. Hot and cold water lines shall be at least 6" apart when parallel. No new pipes shall be exposed on the exterior of the building. Include water connections for ice maker and washing machine.

6646 PLUMBING, SUPPLY SHUT OFF : EA

Install supply shut off at wall between supply and fixture. Include new supply lines. Valve must comply with IRC.

6698 PLUMBING - WATER LINES - COPPER : SF

Install all hot and cold water lines inside the structure with Type L or M copper above ground and Type K copper below ground. Joints in the copper piping above ground shall be formed with approved sweated solder fittings; there shall be no joints in th copper piping below ground or encased in concrete. All new piping shall run parallel to the building construction and be neat and workmanlike. Pipes shall be concealed in walls, below the floor or above the ceiling. All new piping shall be properly supported and be level without pockets. Hot and cold water lines shall be at least 6" apart when parallel. No new pipes shall be exposed on the exterior of the building. All work to be strictly per code.

6738 PLUMBING, SEWER LINE, PVC, REPLACE : LF

Remove sewer service line and haul away from site. Provide and install new PVC plastic sewer line from the city stub out to the main building connection. Include all excavation, backfill, and compaction. Include all fittings and connections. Work to be done in accordance to the IRC. Return all surfaces affected by this work to original condition.

6751 WASTE - INTERNAL WASTE - REPAIR : EA

Repair or replace internal waste piping (not to include buried branches or main sewer line). All new DWV piping is to be run at uniform grade of at least 1/4" per foot. Runs to be as short and straight as possible. Complete installation to be per IRC.

6755 PLUMBING - WASTE & VENT LINE, REPLACE, TO UNDERGROUND CONNECTION : LF

Remove any existing waste lines and dispose from site. Replace all waste and vent pipe line(s) using schedule 40 PVC. All soil, waste, vent, and drainage piping to be run at uniform grade of at least 1/4" per foot. Run (s) to be as short and straight as possible. Laundry area should include washer drain and supply box. Run all new waste lines to sewer tie in at city connection including all underground connections. Complete installation to be per code.

6756 DRAINS - ROTO CLEAN : EA

Clear all drain lines from all fixtures and cleanouts to city main using approved power auger equipment to clean roots and settled debris. Furnish receipt to owner for proof of cleaning record.

6757 WASTE - REPLACE - INTERIOR INTO EXISTING SEWER : LF

Replace all waste pipe line(s). All soil, waste, vent, and drainage piping to be run at uniform grade of at least 1/4" per foot. Run(s) to be as short and straight as possible. Laundry should include washer box. Run all new waste line to sewer line tie in. Not to include main line under structure or buried line. Complete installation to be per IRC.

6763 GAS LINE - PRESSURE TEST : EA

Cap all gas lines prior to filling the distribution system with 20 lbs. of compressed air. Maintain pressure for 24 hours. Locate and seal any leaks in the system. Provide proof of inspection by city inspector to owner as per city code.

6764 PLUMBING, GAS OUTLET(S), CAP : EA

Remove all old unused gas outlet lines and cap off at source per code. Repair remaining holes and affected surfaces t match existing surfaces as close as possible. Location:

6765 PLUMBING - GAS LINE - REPLACE : LF
Remove gas line and dispose of off-site. Provide and install new concealed rerouted gas line from main to appliance using shortest feasible run, to replace existing inclusive of all connections, elbows, runs both vertical and horizontal, support and plaster patch to match adjacent wall/ceiling surfaces ready for paint. All patching to match adjacent walls or ceilings. Gas line size to be in full compliance with all applicable building codes and Housing Department requirements. All line to be secured to framing above ground level.

6766 GAS LINE - REPAIR : LF
Remove broken/damaged gas line sections and cap at nearest supply connection. Repair gas line by installing new equally sized gas line section, to replace existing inclusive of all connections, elbows, runs both vertical and horizontal, supports and plaster patch to match adjacent surfaces ready for paint. Work to be in full compliance with all applicable code requirements.

6770 GAS - FLEXIBLE SUPPLY LINE : EA
Install an epoxy coated, flexible metal gas line with brass compression fittings from gas stop valve to appliance.

6775 PLUMBING - GAS SHUT- OFF VALVE : EA
Remove existing gas valve. Install gas shutoff valve per code. Inspect condition of gas line and notify owner of any defects.

6785 GAS DRYER HOOK UP : EA
Install schedule 40 black iron pipe and gas cock to dryer location. Install metal exhaust vent to exterior of structure with draft prevention wall cap.

6809 KITCHEN - SINK, STAINLESS STEEL WITH FAUCET/SPRAY, NEW : EA
Replace sink with a new El kay, Sterling (or approved equal) 7" double pan stainless steel sink (with spray), including crumb cup strainer and Delta single lever faucet with spray attachment or owner-approved equal. Replace trap and all plumbing necessary for complete sink installation.

6810 FAUCET--KITCHEN SNGL LEVER-- : EA
Install a Delta, Moen or owner approved equal single lever, washerless, metal bodied faucet with spray attachment. Faucet to have 1 year drip-free guarantee and maximum flow of 2 gallons per minute. Install new supply lines from source at wall and hot and cold shut off valves all per code.

6811 KITCHEN - SINK - UPGRADED OWNER SELECTED W/FAUCET : EA
Replace kitchen sink, including crumb cup strainer and owner selected faucet with spray attachment. Replace trap and all plumbing necessary for complete sink installation.

6841 PLUMBING - TRAP - REPLACE : AL
Remove existing trap and dispose. Replace drain trap with new trap installed per code. Include all drain fittings within 2 feet of trap. Test drain to ensure proper drainage with no leaks.

6865 PLUMBING, REMOVE AND RESET FIXTURES : AL
Remove existing fixtures and save for re-use. Reset toilet using a new wax gasket type floor ring. Vanity installation to be level and tight to all walls. Caulk vanity top using silicone caulk to match color of top. Include all plumbing within three feet of fixtures. Install new shut off valve at each fixture. If floor is not noted on specification to be replaced, repair affected surfaces to match existing as close as possible.

6866 PLUMBING, LEAKING FIXTURE, REPAIR : EA
Repair leaking plumbing fixture. Include all necessary labor and materials for complete repair, including piping/fittings within three feet of leak. Repair and touch up damaged surfaces to match existing.

6875 PLUMBING - LAVATORY FAUCET - SINGLE LEVER-- : EA
Remove existing faucet. Install a new washerless, single control, metal bodied faucet with a 1 year drip-free warranty and a maximum flow rate of 2.0 GPM. Include new chromed brass shut off valves and trap.

6880 BATH - LAVATORY--SECURE WALL HUNG : EA
Remove lavatory from wall. Install additional 2"x6" backer in the wall. Repair wall with 1/2" gypsum. Secure existing bracket and rehang the lavatory level and secure.

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6890 PLUMBING - LAVATORY--WALL HUNG, NEW, COMPLETE : EA

Install a new American Standard enameled steel 18"x15" wall hung lavatory with metal bodied, water saving, 15 year drip-free, single lever faucet with pop-upl, trap, chrome legs, supply and shut-off valves. Repair any affected surfaces.

6892 PLUMBING - PEDISTAL LAV WITH FAUCET - NEW : EA

Install a new American Standard or approved equal pedestal lavatory, including single handle/lever faucet with maximum flow rate of 2.0 GPM and pop-up drain attachment. Replace all plumbing within three feet of lavatory installation, including 1/4-turn ball valve, angle stop, and trap. Lavatory to be set on finished flooring and fastened to the wall according to manufacturer's recommendations. Repair all damaged areas during installation to match existing.

6900 VANITY - 24" COMPLETE : EA

Remove lavatory and replace with new 24" factory made and finished oak frame vanity with panel type door complete with man made marble integral top/lavatory including two-handled faucet by Moen, Chateau builder model with pop-up or Housing Rehabilitation approved equals. Install new, 1/4 turn hot and cold water shut-off valves at rear inside of cabinet. Scribe to fit wall. Caulk top neatly with paintable latex caulking.

6902 VANITY - DOUBLE VANITY - 60" COMPLETE : EA

Install factory-made double vanity, complete with cultured marble integral top/lav including splashes, 2 bowls, including (2) two-handled faucet by Moen, Chateau builder model with pop-up or Owner approved equals, PVC drain fittings, PEX or copper supply piping, and 1/4 turn shut-off valves. Vanities to be set plumb and level and fastened to wall studs with pre-drilled cabinet screws to avoid splitting. Face frames, drawer fronts and door frames to be solid oak. Exposed ends, top, sides and door panels to be oak veneer over plywood. Shelves to be adjustable and may be vinyl covered particle board or plywood. Vanities to be factory finished inside and out.

6920 PLUMBING, FAUCET TUB/SHOWER DIVERTER VALVE : AL

Remove tub/shower faucet valve without damage to surrounding areas. Provide and install a new tub/shower faucet, diverter valve, spout and shower head connected to new or existing hot and cold supply lines. All wall surfaces affected to be returned to a smooth, flush paint ready condition. Standard is chrome finished Delta or approved equal. All work to be in full compliance with applicable building codes.

6921 PLUMBING, TUB SPOUT & SHOWER DIVERTER, "CHICAGO" STYLE CLAWFOOT TUB : EA

Remove tub spout from site. Provide and install new tub spout with shower diverter to replace existing, inclusive of new chromed steel shower riser with a "Chicago" style full surround shower curtain rod and water efficient shower head. Shower riser to be secured to tub surround at not less than 12" from top of shower spout. All work to comply with the IRC.

6925 SHOWER DIVERTER--DUAL CONTROL : EA

Install a dual control, metal shower diverter and a Delta 6122 water saving shower head with a 15 year drip-free warranty.

6936 SHOWER HEAD - 2 GPM - : EA

Install a chrome plated brass shower head with a maximum 2.0 gallons per minute flow rate. Include arm where required. Note: any low flow showerhead should be controlled by a valve that has been designed, tested, and verified to function safely at the reduced flow rate.

6946 PLUMBING - TUB - STEEL W/CULTURED MARBLE SURROUND : EA

Provide and install a new 60" x 30" x 15 1/4" American Standard steel bathtub with a Delta metal, single-lever shower diverter valve and shower head with a maximum 2.0 GPM flow rate or approved equal. Tub shall have a slip resistant surface, be connected to existing or new supply and drain lines, and include associated hardware and finishes. Damaged walls to be finished to match adjacent, ready for paint. Install a new standard cultured marble tub surround/alcove including soap dish (owner to choose from standard line of colors). Apply mildew resistant white silicone caulk at all seams.

6947 PLUMBING - TUB SURROUND/ALCOVE - MAN MAD MARBLE : EA

Remove existing tub surround/alcove and haul from site. Install a standard cultured (man-made) marble tub surround/alcove with soap dish. Install new surround over water resistant green board sheetrock fastened to existing studs. Repair all damaged areas to match existing. Damaged walls to be finished to match adjacent, ready for paint. All work to be in full compliance with IRC.

6958 **PLUMBING - BATHTUB/SHOWER--5' THREE PIECE FIBERGLASS--COMPLETE-- :** EA

Install a 5', 4 piece, Sterling Advantage™, 60" x 30" x 72" Product #: 61030126 Tub/Shower - Complete Unit - http://www.sterlingplumbing.com/home.strl - fiberglass tub and shower unit complete with lever operated pop up drain and overflow, PVC waste, single lever shower diverter, shower rod and Delta Faucet "Monitor" Model 1343 tub/shower faucet - http://www.deltafaucet.com/ - & a shower head with a maximum 2.0 GPM flow rate. Damaged walls to be finished to match adjacent, ready for paint. All work to be in full compliance with local codes.

6960 **PLUMBING - TUB/SHOWER--5' FIBERGLASS, NEW - ONE PIECE UNIT COMPLETE :** EA

Install a new 5' Aqua Glass or approved equal, 1 piece, fiberglass tub and shower unit complete with lever operated pop up drain and overflow, PVC waste, single lever Delta shower diverter using the Delta rough-in valve (R-10000 UN) , shower rod and Delta water saving shower head with a maximum 2.0 flow rate. Repair any wall damage to match adjacent finishes, ready for paint.

6961 **PLUMBING - TUB SURROUND - THREE PIECE - FIBERGLASS :** EA

Install a white fiberglass or acrylic, 3- or 5-piece, tub surround kit with a built-in soap dish. Caulk all joints with white, mildew resistant siliconized caulk. Prepare substrate and attach panels using manufacturer's recommended adhesive and fasteners. Damaged walls to be finished to match adjacent, ready for paint. All work to be in full compliance with local codes.

6964 **PLUMBING - SHOWER - 36" FIBERGLASS - (4) PIECE UNIT :** AL

Install a new four piece fiberglass shower enclosure complete with a Delta single lever valve and a Delta adjustable shower head with a maximum 2.0 flow rate or Housing Rehabilitation Specialist approved equals. Include all plumbing to existing or new water lines and drain, drywall and framing necessary for complete installation. Touch up and paint all affected surfaces to match existing. All caulking to be matching silicone or manufacture recommended and applied straight and neat.

6965 **PLUMBING - SHOWER - 36" FIBERGLASS ONE PIECE WITH VALVE :** EA

Install a new one piece fiberglass shower enclosure complete with a Delta single lever valve (R-10000 UN) and a Delta adjustable shower head with a maximum 2.0 flow rate or Housing Rehabilitation Specialist approved equals. Include all plumbing to existing or new water lines and drain, drywall and framing necessary for complete installation. Touch up and paint all affected surfaces to match existing. All caulking to be matching silicone or manufacture recommended and applied straight and neat.

6966 **PLUMBING - SHOWER - 48" FIBERGLASS ONE PIECE WITH VALVE :** EA

Install a new one piece fiberglass shower enclosure complete with a Delta single lever valve and a Delta adjustable shower head with a maximum 2.0 flow rate or owner approved equals. Include all plumbing to existing or new water lines and drain, drywall and framing necessary for complete installation. Touch up and paint all affected surfaces to match existing. All caulking to be matching silicone or manufacture recommended and applied straight and neat.

7005 **TOILET - TANK VALVE, REPLACE :** EA

Install a new flush valve into existing toilet. Install a new flapper and chain to existing flush handle. Adjust water height and test to ensure proper flushing action.

7010 **TOILET--REPLACE--1.6 GPF-- - ELONGATED BOWL :** EA

Install a 2 piece, close coupled, white, elongated bowl, vitreous china, commode with a maximum water usage per flush of 1.6 Gallons. Include plastic or pressed wood white seat, supply pipe, shut-off valve, flap valve and wax seal. Use 14" rough-in when replacing wall hung commode, and 12" rough-in to replace close coupled commode.

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7012 TOILET--REPLACE--1.3 GPF-- ELONGATED BOWL, NEW - 2008 : EA

Install a new 1.3 GPF close coupled, white, vitreous china commode such as an American Standard FloWise Compact Cadet 3 EL 2403.128, or any commode tested through the latest "Maximum Performance" (MaP) testing sponsored by Canadian Water and Wastewater Association (CWWA), the California Urban Water Conservation Council (CUWCC), the U.S.-Canadian Alliance for Water Efficiency (AWE) and Veritec Consulting Inc. that has shown to score 800 or better on the MaP Flush Performance test (grams of solid waste removed in a single flush). See the following link for the January 2008 report. http://www.cwwa.ca/pdf_files/Map%2011th%20Edition%20Full%20Report1.pdf Include a manufacturer's approved plastic or pressed wood white seat, all plumbing within 3' of fixture, supply pipe, shut-off valve, and wax seal.

7015 TOILET - ADA COMPLIANT : EA

Replace toilet with new ADA compliant American Standard handicap Cadet Water Saver vitreous china close-coupled siphon jet action toilet with plastic white seat or approved equal. Include all plumbing within three feet of fixture, including 1/4-turn ball valve angle stop. If floor is not noted on specification to be replaced, repair affected surfaces to match existing as close as possible.

7060 WATER HEATER - TPR VALVE : EA

Install temperature and pressure relief valve and discharge tube on water heater. Discharge tube to run within 6" of floor or to outside of structure.

7070 WATER HEATER - 40 GALLON GAS - NEW : EA

Install a new 40 gallon, glass lined, high recovery, insulated to R-7, gas water heater with TPR valve, double wall type B vent with vent cap and flashing, thimble, and gas piping from shut-off valve to fixture and 10 year warranty. TPR valve discharge shall be piped to exterior within 6"-24" above grade. If installed in the attic, provide drain pan with separate drain line from TPR valve to the exterior (TPR discharge line and drain pan discharge line must be run separately).

7072 WATER HEATER-TANKLESS-- : EA

Replace existing water heater with a gas fired, closed combustion, tankless water heater with a minimum 7 gallon per minute flow rate. Include pressure & temperature relief valve, discharge tube to within 6" of floor, owner's manual & all venting piping. Provide separate electrical circuit & gas inlet and water inlet and outlet shut-off valves. If it is located on an upper floor or if there is no floor drain, install a catch pan drained to the exterior. Recycle the existing water heater.

7085 WATER HEATER - 40 GAL. ELECTRIC, NEW : EA

Dispose of water heater in legal dump. Install a new 40 gallon, high or low profile, high recovery, glass lined, insulated to R-7, double element, electric water heater with a 10 year warranty. Include TPR valve, discharge tube to within 6" of floor or to outside of structure, shutoff valve and electric supply. TPR valve discharge shall be piped to exterior within 6"-24" above grade. If installed in the attic, provide drain pan with separate drain line from TPR valve to the exterior (TPR discharge line and drain pan discharge line must be run separately).

7097 WATER HEATER - MOVE TO EXTERIOR - INCLUDE PLATFORM : EA

Move water heater to exterior on raised pressure treated wood platform to be set at least 3' above surrounding grade or higher for flood plain requirements. Provide factory made galvanized metal enclosure. Include venting, T&P valve and discharge piping. Conceal piping with all valves and insulating wrap per code. Strap water heater to framing. All water piping to be copper at exterior of the house. Prepare all holes and surfaces affected and seal exterior pipes as they pass the exterior wall and cap all unused lines at source (per code).

7103 BATHTUB - POP-UP DRAIN - REPLACE : EA

Replace drain with new pop-up drain and overflow, chrome plated, as manufactured by Universal Rundle, Elger, or equal.

7120 WASHER - DRIPLESS CENTER - WASHER HOOK UP : EA

Install PVC stand pipe, hot and cold hose bibs, and 20 amp GFCI outlet to service a washing machine.

7126 LAUNDRY TUB WITH FAUCET : EA

Remove laundry tray and haul away from site and provide new laundry tray as follows: A. Laundry TRAY: Polypropylene compartment, min. capacity of 20 gal. (each tub), strainer with stopper, four legs and wall anchor, Fiat Model FLTD or equal. B. Supply FITTING: Brass, swing spout, aerator, 8" center inlets, supply stops, Fiat No.A-1 or equal. C. DRAIN: Adjustable cast brass or P.V.C. anti-siphon trap to suit, clean-out plug, escutcheon. D. All to be connected to waste and supply lines according to code.

7133 HOSE BIBB--REPAIR : EA

Remove damaged/leaking hose bib and dispose. Install a new brass/bronze freeze proof hose bib in existing location to existing water line using Teflon tape or plumber joint compound to ensure no leaks. Seal any wall penetration with silicone caulk.

7135 HOSE BIBB -NEW : EA

Install a bronze/brass, freeze proof hose bib on outside of structure with inside shut-off valve and backflow preventer. Seal exterior penetration with silicone caulk.

Electric (23) UoM

7402 ELECTRIC, PARTIAL REWIRE : SF

Abandon wiring and completely rewire structure with new three wire grounded system. Remove old wiring if code required. Location of all existing switches, outlets, and light fixtures to remain the same except as required by code. New wiring to allow for all fixtures to be controlled by switches (to be included) located at normal height per code, and a minimum of three outlets in all rooms except baths, service areas and uninhabitable rooms plus GFCI's in all areas required by code including minimum of kitchen (2), bath (1), and service areas (1). Light fixtures not included. Remove all old boxes, visible wiring, and tubing. Repair all surfaces affected by the change to match existing. All work to be done per code.

7403 ELECTRIC, REWIRE STRUCTURE - INCLUDE SERVICE PANEL : SF

Abandon and remove old wiring and completely rewire structure with new three wire grounded system including new service panel of at least 200 Amps with a minimum of 24 breakers. Location of all existing switches, outlets and light fixtures to remain the same except as required by code. New wiring to allow for all fixtures to be controlled by switches (to be included) located at normal height per code, and a minimum of four outlets in all rooms except baths, service areas and non-habitable rooms plus GFCI outlets and 110v, interconnected smoke detectors. Bedrooms should be provided with AFCI circuit breakers. Light boxes in bedrooms and living rooms should be rated for ceiling fans and wired with separate control of fan and light. Remove all old boxes, visible wiring and tubing. Install new doorbell and chimes including wiring and transformer. Repair all surfaces affected by the change to match existing. All work per 2006 NEC code.

7510 ELECTRIC - SERVICE PANEL--REPLACE : EA

Replace electrical service with new exterior service complete with breaker box and distribution breakers per code. Include two separate circuits to all kitchen areas. New service to include new weather head and all piping to enclose wiring to service panel. Remove all old unused interior and exterior tubing, visible wiring and old exterior enclosures and devices. Required junction boxes shall remain accessible but covered with a trim style cover in a workman like manner as code permits. Repair all surfaces on interior and exterior affected by the change to match existing surfaces. Label all breakers clearly using room names. All work to code.

7515 ELECTRIC - SUB PANEL - NEW/REPLACE : EA

Remove existing sub panel. Install a new grounded single 100 amp, 3 wire, flush mounted breaker sub panel. Connect new or existing circuits to new circuit breakers and distribute load according to building code requirements. Installation to include all fittings, labels, trim and return of affected area to a smooth paint ready condition.

7520 ELECTRIC - A/C - DISCONNECT - REPLACE : EA

Remove the damaged disconnect box and dispose. Replace disconnect with a new UL rated disconnect with the proper sized fuses for existing condensing unit. Test for proper operation and safety.

7554 **ELECTRICAL OUTLETS, TEST AND SERVICE ALL :** SF
Service all outlets, fixture connections, and switches by installing new wire nuts, testing all devices/fixtures and inspecting condition of wiring.

7555 **ELECTRIC - COVER PLATE :** EA
Install receptacle, switch, or blank cover plate to cover existing electrical box. Color to match existing

7560 **ELECTRIC - OUTLET REPLACE :** EA
Remove electrical receptacle and dispose of off-site. Install new grounded receptacle. Installation to include all fasteners and new cover. Receptacle to be secure and cover to be even with adjacent surfaces and straight. All work to be done according to local electrical code. Color of receptacles and cover to match existing. Approximate quantity and locations:

7576 **CIRCUIT - 20 AMP CIRCUIT - RECEPTICLE - NEW :** EA
Install a new 20 amp, 120v electrical outlet on a new circuit, at least 15 inches above floor. Installation to include flush mounted outlet box, appropriate sized branch wiring, circuit breaker, all fasteners, grounding and cover plate. All work to be in full compliance with applicable building codes. All areas affected by work shall be returned to smooth paint ready surface.

7581 **ELECTRIC - DISCONNECT - 220V NEW :** EA
Install a new 220v line and disconnect box, bearing UL label, for A/C condensing unit to be located at exterior of house. Installation to be per code. Repair all affected surfaces. Wiring to be concealed or run under house.

7583 **RECEPTICLE - GFCI - REPLACE - USE EXISTING WIRING :** EA
Replace outlet with GFI outlet per code. Non GFI outlets within 6 feet of water supply not permitted. Old outlet box within 6 feet of water supply, if not used for GFI, to be covered with blank wall plate to prevent use.

7590 **ELECTRIC - GFCI OUTLET - 20 AMP-NEW :** EA
Install a new 20 Amp., 120v electrical GFCI outlet at all countertops. To be located within 12" above kitchen counter top, utility or bathroom sink. Installation to include flush mounted outlet box, appropriate sized branch wiring, grounding and cover. All areas affected by this work shall be returned to a smooth paint ready finish. All work to be in full compliance with electrical codes. Install receptacles at countertops no more than 42" above floor.

7600 **CIRCUIT - KITCHEN GFCI - 20 AMP CIRCUIT :** EA
Install a flush mounted, ground fault circuit interrupted, ivory, duplex receptacle and ivory cover plate using copper NM cable, controlled by a 20 amp circuit breaker, no more than 42" above floor. Fish wire and repair all tear out.

7601 **RECEPTICLE - GFCI–REPLACE :** EA
Remove electrical device and dispose. Provide and install a new 20 Amp., 120v GFCI receptacle at all countertops. Install into existing box, connected to existing wiring, grounding and cover. New outlet and cover to match existing color. All work to be in full compliance with electrical codes.

7610 **CIRCUIT - WATER HEATER CIRCUIT :** EA
Install a new, 220v electrical outlet on a new circuit. Installation to include flush mounted outlet box, appropriate sized branch wiring, circuit breaker, all fasteners, grounding and cover plate. All work to be in full compliance with applicable building codes. All areas affected by work shall be returned to smooth paint ready surface.

7615 **CIRCUIT - WASHER CIRCUIT 110\20 AMP :** EA
Install a flush or surface mounted single outlet for a washing machine on a separate 20 amp circuit. Include new wiring and any necessary conduit. Repair any damage during installation.

7620 **CIRCUIT - DRYER CIRCUIT - 30 AMP :** EA
Install a new 220 volt, 30 amp, surface mounted receptacle on an individual circuit. Installation to include flush mounted outlet box, appropriate sized branch wiring, any necessary conduit, circuit breaker, all fasteners, grounding and cover plate. All work to be in full compliance with applicable building codes. All areas affected by work shall be returned to smooth paint ready surface.

7630 **CIRCUIT - RANGE CIRCUIT - 40 AMP - NEW :** EA
Install a new 40 amp electrical outlet on a new circuit. Installation to include a flush mounted outlet box, appropriate sized branch wiring, circuit breaker, all fasteners, grounding and cover plate. All work to be in full compliance with local building code. All areas affected by this work shall be returned to a smooth paint ready surface. All wiring to be concealed.

7675 ELECTRIC - SWITCH - REPLACE : EA

Remove switches and dispose of off-site. Provide and install new switch with new cover plate, connected to existing wiring. Color of cover to match existing as close as possible. Repair all damaged surfaces.

7676 ELECTRIC - SWITCH(ES) - NEW : AL

Install new grounded 120v electrical switch to be flush mounted with cover plate. To be located no more than 48" above finish floor, including concealed wiring, box and all fasteners. All surfaces affected by this work to be returned to a smooth paint ready condition. All work to be in full compliance with local building code.

7728 ELECTRIC - ATTIC LIGHT AND SWITCH - NEW : EA

Install a new attic light and switch. Fixture to be keyless mount on a new junction box located above service area of attic equipment Switch to be located near the attic entrance area for easy access. Switch to located in a standard electrical box with cover plate. Install 40 watt CFL for full area lighting. All work as per code.

7730 LIGHT FIXTURE (ENERGY STAR)- REPLACE : EA

Replace light fixture with a ceiling mounted, 2 bulb, UL approved, Energy Star rated incandescent light fixture with shade and lamps.

7740 LIGHT FIXTURE - NEW -(ENERGY STAR) AND SWITCH : EA

Install new wiring and new electrical ceiling fixture and wall switch. New wiring to be concealed. Allow $30.00 for cost of fixture only (plus labor, wire, switch, etc). Repair all damage to adjacent areas to match existing. Switch to be located no more than 48" above finish floor.

7741 LIGHT FIXTURE - CEILING FAN W/LIGHT (ENERGY STAR) AND DOUBLE SWITCH :

Install a Energy Star rated ceiling fan with UL approved ceiling fan junction box controlled by a double ivory switch with a plastic switch plate cover located at the strike side of the door. Use proper wire to ceiling fan for separate control of light and fan. Install wire and repair any damage during installation to match existing. Switches to be located no more than 48" above finish floor.

7743 LIGHT FIXTURE, WALL/CEILING, REPLACE (ENERGY STAR) : EA

Remove existing fixture and install new incandescent light fixture. Light to be installed per manufacturer's recommendations and local electrical codes. Installation shall include connection to existing wiring. Allow $50.00 for fixture and bulbs. Light to be selected by owner.

7750 LIGHT FIXTURE - FLUORESCENT LIGHT FIXTURE : EA

Install a 4 tube, 40 watt, surface mounted 48"x16" fluorescent fixture with acrylic diffuser and energy efficient ballast. Switch to be located no more than 48" above finish floor.

7751 ELECTRIC - ENERGY STAR KITCHEN CEILING FIXTURE-- : EA

Install an Energy Star approved, 4 - 4' tube, instant start florescent ceiling light fixture, with an acrylic diffuser such as the Lowes - American Fluorescent - Item #: 184346 - Model: PLW432RC. Connect to existing wiring.

7753 ELECTRIC - ENERGY STAR INTERIOR WALL FIXTURE-- : EA

Install an Energy Star approved 13 Watt fluorescent wall fixture such as the Lowes Good Earth Lighting 1-Light Brushed Nickel Contemporary Pocket Wall Sconce Item #: 227470 Model: G3155-NK-I. Connect to existing wiring.

7805 SMOKE DETECTOR--BATTERY POWERED : EA

Install a UL approved, ceiling mounted, battery powered smoke and fire detector and battery.

7816 ELECTRIC - HEAT, LIGHT, VENT - NEW W/DUCT : EA

Install a ceiling mounted fixture containing a 1200 watt forced air heater, a single bulb light fixture, and an exterior ducted vent fan with damper capable of 60 cfm, controlled by 3 manufacturer-supplied switches on an independent 20 amp circuit, using copper NM cable to manufacturer's specifications. Repair all damaged areas during installation to match existing.

7818 BATH FIXTURE--LIGHT, VENT : EA

Install a single bulb light fixture with an exterior ducted vent fan with damper capable of 60 cfm, controlled by 2 manufacturer- supplied switches. Fish all wire and repair tear out.

7836 RANGE HOOD EXTERIOR VENTED, NEW - : EA

Install a new exterior ducted enameled range hood with integral minimum 2 speed fan control and light switched separately capable of a minimum 150 cfm at a maximum of 10 sones. Attach hood to cabinet with screws. Include metal vent with all seams sealed with duct mastic, and roof or wall cap/damper assembly flashed appropriately for the exterior finish.

City of Hattiesburg, MS – Department of Federal and State Programs

8137 **ELECTRIC - UPDATE EXISTING ELECTRIC - BATHROOM--2008 :** RM

Update the electrical fixtures in the bathroom including:
1) One 20A GFCI receptacle located near sink with a 20 AMP circuit.
2) An Energy Star approved, ceiling mounted Fan/Light fixture w/ an exterior ducted vent fan capable of min. 80 CFM operating at 1 sones or less and vented w/ damper to exterior such as NuTone QTREN080FLT. Switch fan & light using a single switch with a time delay for the fan such as the EFI Fan/Light Time Delay Switch part # 5100.505 (in Ivory) (set for a 20 minute delay)..
http://www.energyfederation.org/consumer/default.php/cPath/39_766_134) or equipped with a humidistat sensor. Install metal duct and vent to the exterior ideally through a wall or gable end. All duct seams shall be sealed with duct mastic. Insulate the ductwork with vinyl or foil faced R 6 minimum duct insulation. Repair any damage to the ceiling from installation and air seal fan/light assembly to the ceiling with low VOC caulk.
3) One wall mounted vanity light fixture such as the Good Earth Lighting 2-Light Brushed Nickel Contemporary Item #: 121104 Model: G1132-BN-I Fixture above the sink.

8710 **SMOKE DETECTOR WITH BATTERY BACKUP - NEW :** EA

Install new 110 volt smoke detector with battery back-up per code. Include all wiring and install properly to avoid overload of any existing circuit. Detector to be UL listed and shall be of such quality to operate properly without false alarms under ordinary living conditions with exception of excessive smoke caused by cooking. Repair and touch up all affected surfaces.

HVAC (24) **UoM**

6004 **HVAC - HEATING, GAS - FORCED AIR & AIR CONDITIONING :** SF

Install gas, 90% AFUE forced air furnace and a 13 SEER air conditioning system sized per Manual J. Contractor to furnish duct layout, per Manual D, with calculations from licensed heating company prior to starting any work. Installation to be complete including registers, returns, setback wall thermostat in central area, insulated ducts, electrical, plumbing, exterior vented double-wall type B vent with vent cap and flashing, filter, permits and removal of debris. Repair all surfaces to match existing as close as possible. Contractor to provide access to furnace per code. All work and venting to be complete with furnace operating. All manufacturer instruction books and warranties to be provided to owner. Provide platform for a/c condenser so condenser is at least 3' above finished grade or higher to meet BFE requirements.

6008 **HEATING, OXYGEN DEPLETION UNITS :** EA

Remove space heaters and dispose off site. Install new oxygen depletion type units in existing locations. Supply new shutoff valves and all necessary piping for complete installation to meet all code requirements.

6015 **HVAC - SERVICE :** EA

Clean, inspect, oil and adjust heating equipment and controls and replace filter. Report any recommended part replacement to owner.

6160 **A/C - CONDENSOR - REPLACE :** EA

Install a new condensing unit compatible with the indoor unit according to the manufacturer's recommendations. Support unit on a concrete pad or raised platform a minimum 3' above the current base flood elevation (BFE). Platform to be all treated lumber with 4" x 4" posts set in concrete no less than 18" into ground area. Joists and deck to be 2" x 6" treated lumber fastened with galvanized nails or screws. Joists to be 16" O.C. Unit to have a minimum of 3' clearance around coil. Reinsulate all refrigerant lines. Test unit for proper operation and provide owner with manufacturer's written warranty.

6330 **HVAC - REGISTER - REPLACE :** EA

Replace missing or damaged register with an adjustable metal register to match existing.

6331 **HVAC - AIR RETURN GRILLE - REPLACE :** EA

Remove damaged return air grille. Replace air return grille using a white or mill finished aluminum frame to match existing size including a new filter. Repair any damage during installation to match adjacent area.

6377 **HVAC - THERMOSTAT - REPLACE :** AL

Remove existing thermostat and dispose properly. Install a new thermostat compatible to existing heating/cooling system. Mount thermostat at existing location and secure to wall using approved fastener. Calibrate and ensure proper operation of unit.

6415 DRYER VENT– : EA

Install 4" rigid aluminum vent tubing from the specified dryer location to a 4" wall mounted dryer vent hood with a back-flow preventer and NO screening. Do not fasten with nails, screws or other fasteners that protrude into the interior of the exhaust duct. Seal all seams in the system with duct mastic or aluminum foil tape, not duct tape. Secure duct and hood to framing.

6416 CONDENSATE DRAIN PAN - REPLACE : EA

Replace existing condensate drain pan under air handling unit. Dispose of existing pan and re-connect condensate line into new drain pan. Verify condensate line is clear and working with proper slope.

7946 HVAC - ELECTRIC FORCED AIR FURNACE & AIR CONDITIONING : SF

Install an electric, 90% AFUE forced air furnace and electric, 14 SEER air conditioning system sized per Manual J. Contractor to furnish duct layout, per Manual D, with calculations from licensed heating company prior to starting any work. Installation to be complete including registers, returns, setback wall thermostat in central area, insulated ducts, electrical, plumbing, filter, permits and removal of debris. Repair all surfaces to match existing as close as possible. Contractor to provide access to furnace per code. All work and venting to be complete with furnace operating. All manufacturer instruction books and warranties to be provided to owner.

7948 HVAC - ELECTRIC HEAT PUMP & AIR CONDITIONING - 14 SEER : SF

Install an electric heat pump forced air furnace and electric, 14 SEER air conditioning system sized per Manual J. Contractor to furnish duct layout, per Manual D, with calculations from licensed heating company prior to starting any work. Installation to be complete including registers, returns, setback wall thermostat in central area, insulated ducts, electrical, plumbing, filter, permits and removal of debris. Repair all surfaces to match existing as close as possible. Contractor to provide access to furnace per code. All work and venting to be complete with furnace operating. All manufacturer instruction books and warranties to be provided to owner.

7949 HVAC - 16 SEER ELECTRIC HEAT PUMP & AIR CONDITIONING : SF

Install a new electric heat pump forced air furnace and electric, 16 SEER air conditioning system sized per Manual J. Contractor to furnish duct layout, per Manual D, with calculations from licensed heating company prior to starting any work. Installation to be complete including registers, returns, setback wall thermostat in central area, insulated ducts, electrical, plumbing, filter, permits and removal of debris. Repair all surfaces to match existing as close as possible. Contractor to provide access to furnace per code. All work and venting to be complete with furnace operating. All manufacturer instruction books and warranties to be provided to owner.

Interior Paint & Wallpaper (25) **UoM**

5512.1 PAINT - PATCH & PAINT WALLS, CEILING & TRIM (LOW VOC) : SF

Patch and prepare all surfaces by cleaning with TSP or commercial deglosser, removing loose/flaking paint on wall/ceiling/trim surfaces, filling holes and depressions in walls and trim, taping and floating cracks, blending in old patches, sanding and scraping woodwork to remove loose/flaking paint, feathering out old paint edges, removing extruding nails/screws and caulking of wood to wall junctions. All hardware accessories and wall face plates shall be removed prior to painting, then reinstalled (except painted hardware, where it is to be repainted). Prime and paint walls and ceilings using low VOC flat latex paint. Kitchens, baths, laundry, doors, windows, and trim should be painted with low VOC semi-gloss. Paint all surfaces per manufacturer instructions. All paints and primers must meet the Green Seal G-11 Environmental Standard http://www.greenseal.org/certification/standards/paints.cfm. Adhesives must comply with Rule 1168 of the South Coast Air Quality Management District. All caulks and sealants must comply with regulation 8, rule 51, of the Bay Area Air Quality Management District. Color to be owner's choice of up to two standard colors.

5513.1 PAINT - (NEW GYPBOARD) WALLS, CEILINGS & TRIM (LOW VOC) : SF

Prepare all surfaces, caulk all trim at wood to wall junctions, fill any holes and depressions in walls. Scrape and sand all existing wood surfaces in preparation of painting. Prime all areas with primer and paint walls and ceilings using low VOC flat latex paint. Kitchens, baths, laundry, doors and trim should be painted with low VOC semi-gloss latex paint. Paint all surfaces per manufacturer instructions. Color to be owner's selection of up to two standard colors. All paints and primers must meet the Green Seal G-11 Environmental Standard http://www.greenseal.org/certification/standards/paints.cfm.
Adhesives must comply with Rule 1168 of the South Coast Air Quality Management District. All caulks and sealants must comply with regulation 8, rule 51, of the Bay Area Air Quality Management District.

5520.1 **PAINT - PREP & PAINT CABINETS (LOW VOC) :** LF

Remove/cover hardware not to be painted. Scrape loose, cracked, peeling & blistered paint from outside of base and wall cabinets. Feather edges and dull gloss with wet sand paper. Clean cabinets with TSP. Fill holes. Spot prime with low VOC primer and apply 1 coat low VOC latex, full gloss, enamel. Color choice by owner. All paints and primers must meet the Green Seal G-11 Environmental Standard http://www.greenseal.org/certification/standards/paints.cfm.
Adhesives must comply with Rule 1168 of the South Coast Air Quality Management District. All caulks and sealants must comply with regulation 8, rule 51, of the Bay Area Air Quality Management District.

5530.1 **PAINT - PREP/PAINT WINDOWS & TRIM-INT (LOW VOC) :** EA

Scrape loose, peeling, cracked and blistered paint from interior side of window sash, casing, stops, stool and apron. Feather edges and dull gloss with sandpaper. Tack rag surfaces. Fill holes and cracks. Prime all surfaces with low VOC acrylic latex primer. Apply owner's choice of premixed top coat of low VOC acrylic latex enamel. Razor blade all new and old paint from interior side of glass. All paints and primers must meet the Green Seal G-11 Environmental Standard http://www.greenseal.org/certification/standards/paints.cfm.
Adhesives must comply with Rule 1168 of the South Coast Air Quality Management District. All caulks and sealants must comply with regulation 8, rule 51, of the Bay Area Air Quality Management District.

5535.1 **PAINT - PREP & PAINT INTERIOR DOOR (LOW VOC) :** EA

Scrape loose, peeling, cracked and blistered paint from both sides of door frame and casing trim. Feather edges and dull gloss with sandpaper. Tack rag surfaces. Fill holes and cracks. Prime all surfaces with low VOC acrylic latex primer. Apply owner's choice of premixed top coat of low VOC latex enamel. All paints and primers must meet the Green Seal G-11 Environmental Standard http://www.greenseal.org/certification/standards/paints.cfm.
Adhesives must comply with Rule 1168 of the South Coast Air Quality Management District. All caulks and sealants must comply with regulation 8, rule 51, of the Bay Area Air Quality Management District.

9160.1 **STABILIZATION-LIMITED SURFACE :** SF

After establishing any required floor containment with polyethylene sheeting, mist defective paint with water to the point of saturation. Aggressively scrape all loose paint, wallpaper and plaster with a draw scraper. Feather edges with a wet, 100 grit, sponge sanding block. Detergent wash, rinse and allow to dry. HEPA vacuum all visible paint chips, dust and debris. Spot prime and apply a premium acrylic latex top coat per manufacturer's instructions..

161.1 **STABILIZE WALL AND TRIM :** SF

After establishing any required floor containment with polyethylene sheeting, mist defective paint area with water to the point of saturation. Aggressively scrape all loose paint, wallpaper and plaster with a draw scraper. Feather edges with a wet, 100-grit, sponge sanding block. Detergent wash, rinse, allow to dry, and HEPA vacuum all visible chips. Spot prime, caulk seams and top coat with premium acrylic latex per manufacturer's instructions.

9163.1 **STABILIZE CEILING :** SF

After establishing any required floor containment with polyethylene sheeting, mist defective paint with water to the point of saturation. Aggressively scrape all loose paint, wall paper and plaster with a draw scraper. Feather edges with a wet, 100-grit, sponge sanding block. Detergent wash, rinse, allow to dry, and HEPA vacuum all visible chips. Spot prime, caulk seams and top coat with premium acrylic latex per manufacturer's instructions.

9178.1 **ELASTOMERIC ENCAPSULANT :** SF

After establishing any required floor containment with polyethylene sheeting, prepare surface by degreasing and deglossing. Apply any recommended primer and roll out a water-based, liquid, polymer, elastomeric encapsulant to create a continuous seal over the surface in accordance with manufacturer's specifications. Use the required number of coats and coverage rate of elastomeric to guarantee a minimum 20-year manufacturer's warranty.

Cabinets & Countertops (26) **UoM**

3704 **CABINETS, DRAWER UNIT, MATCH EXISTING :** LF

Install a new drawer base cabinet. Cabinet to be builder grade, factory made and finished to match existing. Unit to be screwed tight to floor and adjoining surfaces. Drawers to open and close smoothly with spacing equal and straight on all sides. Location and number of units:

3715 **CABINETS - NEW, WOOD, BASE & WALL "CHAD-WOOD" :** LF

Install level and plumb, new factory-finished all wood (solid wood and/or plywood) Housing Rehabilitation Specialist pre-approved cabinets. Fasten cabinets together and to wall with cabinet screws pre-drilled to avoid splitting. Face frames and door frames to be solid oak. Exposed ends, top, sides, drawer fronts and door panels to be oak veneer over plywood. Shelves to be adjustable (may be vinyl covered particle board or plywood). Top of wall cabinets to be 7'-0" from floor. Distance between countertop and bottom of wall cabinets to be 18" and 2'-6" from top of range to bottom of wall cabinets. ___LINEAL FEET BASE CABINETS; ___LINEAL FEET WALL CABINETS.

3718 **CABINETS, REPLACE WOOD BASE + WALL "CHAD-WOOD" :** LF

Demo existing kitchen cabinets and dispose of in code legal dump. Install level and plumb, factory-finished "Chad-wood" by Campbell or pre-approved cabinets. Fasten cabinets together and to wall with cabinet screws pre-drilled to avoid splitting. Face frames and door frames to be solid oak. Exposed ends, top, sides, drawer fronts and door panels to be oak veneer over plywood. Shelves to be adjustable (may be vinyl covered particle board or plywood). Top of wall cabinets to be 7'-0" from floor. Distance between countertop and bottom of wall cabinets to be 18" and 2'-6" from top of range to bottom of wall cabinets.

3719 **CABINETS - NEW UPGRADED OWNER SELECTED CABINETS :** LF

Install level and plumb, factory-finished new upgraded cabinets as selected by owner. Fasten cabinets together and to wall with cabinet screws pre-drilled to avoid splitting. Face frames and door frames to be solid oak. Exposed ends, top, sides, drawer fronts and door panels to be oak veneer over plywood. Shelves to be adjustable (may be vinyl covered particle board or plywood). Top of wall cabinets to be 7'-0" from floor. Distance between countertop and bottom of wall cabinets to be 18" and 2'-6" from top of range to bottom of wall cabinets. Cabinet selection to be by owner with exact name brand and product line.

3730 **CABINETS, SOFFIT 2X, PLYWOOD, SHEETROCK & PAINT :** LF

Build soffit for all wall cabinets. Frame to be 2x4 fastened securely in place and covered with plywood. Provide insulation/fire stop. Soffit to extend 1", finished, beyond faces of cabinets. Install drywall over plywood, tape all joints, install nailed metal corner bead and finish, prime, and paint to match adjacent surfaces. Approximate size and location(s):

3737 **CABINETS - CABINET DOOR--REPLACE :** EA

Install a cabinet door with rail and panel design to matching existing style/type. Use existing hinges or supply new to match existing. Apply stain or paint to match existing color. Apply 2 coats of polyurethane over stained application or two coats of interior enamel to match existing if painted. Approximate size and location:

3746 **CABINETS - REPAIR CABINET BOTTOM :** SF

Remove deteriorated cabinet bottom and dispose off site. Install new cabinet bottom with exterior grade plywood to match existing thickness. New bottom to be set on 1x ledger strips screwed/nailed to cabinet sides. New bottom to fit tight against all cabinet sides. Stain/paint cabinet bottom to match existing cabinet interior.

3747 **CABINETS - DRAWER/DOOR PULLS :** EA

Install door and drawer pulls to cabinets in a style selected by owner. Drill drawers and doors so as not to damage wood surface. Pulls to be installed at same location for all drawers and doors.

3750 **COUNTERTOPS - PLASTIC LAMINATE - NEW :** LF

Install new countertop(s) using post-formed, 1/16" thick plastic laminate including 4" backsplash at all walls and end walls. Scribe top to fit all walls. Caulk all remaining cracks with clear caulking. All joints must be tight and aligned. Top must be set level. End caps must be installed in matching plastic and neatly trimmed. Secure top to cabinets at 2'-0" o.c., front, and rear, with screws of proper length as to not penetrate plastic. Chips in plastic finish not acceptable.

Accessories (27) **UoM**

3127 **HARDWARE, BATH ACCESSORIES, SHOWER ROD & GRAB BARS :** EA

Remove bathroom accessories and dispose of off-site. Prepare to receive new materials. Provide and install new wall mount soap dish, 24" towel bar, a toilet tissue holder and a 1" diameter shower stainless steel curtain rod (plastic is not acceptable). Install grab bars in bath in tub area and toilet area. Install as per manufacturers recommendations.

3825 **MEDICINE CABINET - SURF MOUNT-"TRI-VIEW" :** EA

Install a 30", surface mounted "Tri-View" medicine cabinet with plate glass mirror, plumb and level, securely screwed to wall studs.

3832 **BATH, MIRROR, NEW :** SF

Install a new plate glass mirror with sanded edges on wall sized at the width of the vanity top by 36" high. Use standard mirror mastic to fasten mirror to wall. Rosettes are not acceptable. Use mirror clips as necessary. Mirror to be set properly so image is not distorted.

3846 **BATHROOM ACCESSORIES COMPLETE W/TRI VIEW MED. CABINET :** EA

Install hardware in bathroom including chrome toilet paper holder, 24" and 18" chrome towel bars, shower curtain rod and surface mounted "Tri-View" medicine cabinet. Mount to walls using approved fasteners into studs/wood or toggle bolts or nylon type screw fasteners where there is no wood backing.

3935 **HARDWARE, TUB/SHOWER GRAB BAR, 24" OR 36" :** EA

Install new 1-1/4" diameter stainless steel grab bar(s) including anchor plates. Install 2"x backing at screw locations or locate studs and anchor bars to wall with stainless steel screws for proper installation and to manufacturers specifications. Approximate size and locations:

Appliances (28) **UoM**

7840 **RANGE HOOD - RECIRCULATING :** EA

Install a 30", recirculating, enameled metal range hood with light, charcoal filter, and washable grease filter.

8491 **DISHWASHER--2 CYCLE--Energy Star :** EA

Provide and install a 24" white, 2 cycle, built- in Energy Star® labeled dishwasher including all alterations and connections to plumbing and electric system. Whirlpool #: 267844 Model: DU811SWPU - or - GE Model GSD1300NWW, or Housing Rehabilitation Specialist approved equal.

Handrails & Stairs (32) **UoM**

2505 **HANDRAIL/GUARDRAIL - WOOD REPAIR :** LF

Tighten loose balusters and replace damaged or deteriorated balusters to match existing. Screw or nail top and bottom rails and posts to prevent movement. Match new stair/handrail parts with replacements as closely as possible.

2510 **STAIRS - TREAD REPLACEMENT--INTERIOR :** EA

Remove damaged tread. Install nailers on each stringer before installing new tread if necessary using screws and glue as to not damage stringer. Tread to match existing stepping stock in thickness and length. Install tread using construction type adhesive and trim screws. Repair any damage during removal and installation. Paint or stain new tread to match existing step.

2515 **HANDRAIL/GUARDRAIL - BRACKET :** EA

Install brass handrail bracket screwed directly to stud and handrail using brass screws that penetrate stud no less than 2". Touch up all affected areas.

2520 HANDRAIL/GUARDRAIL - REPLACE - WOOD W/SPINDLES - EXTERIOR. : LF

Install railings as follows: top rail to be 2 x 4 with top beveled from center. Bottom rail is to be 2 x 3 with the top edge chamfered. Spindles are to be 1 1/8" x 1-1/8" x 32", spaced so that a 4" diameter sphere cannot pass through opening, attached to a 1 x 2 wood strip for anchorage to the top and bottom rails. Handrail height will be 34" to 38" of the nose of the treads. Guardrails will be a minimum of 36" off finished floor. All materials are to be pressure treated. All joints and perimeter edges to be sanded smooth and all galvanized nail heads to be set, filled and sanded. Seal all knots with shellac before painting.

2525 HANDRAIL/GUARDRAIL - WOODEN WITH STOCK BALUSTERS : LF

Install oak handrail, newel post, and pine turned balusters. Spindles/balusters to be spaced so that a 4" diameter sphere can not pass through opening. Handrail height will be 34" to 38" of the nose of the treads. Guardrails to match height of handrail. Handrail brackets to be used on wall side of stair screwed into studs or wooden blocking. All work to code.

2545 FOLDING ATTIC STAIRS - UP TO 9 FEET : EA

Install a preassembled folding stairway. Stairway to be high quality and constructed of 1" pine stock and shall be complete with all hardware including heavy duty springs and handrail. All cutting of structural member, bracing and finishing of installation to be per code. Exposed trim to be installed with tight miter joints, matching existing trim, primed and painted. Install necessary walkway to attic fixtures. New disappearing stair should have a minimum 250 pound rating. .

2546 FOLDING ATTIC STAIRS - UP TO 12 FEET : EA

Install a preassembled folding stairway. Stairway to be high quality and constructed of 1" pine stock and shall be complete with all hardware including heavy duty springs and handrail. All cutting of structural member, bracing and finishing of installation to be per code. Exposed trim to be installed with tight miter joints, matching existing trim, primed and painted. Install necessary walkway to attic fixtures. New disappearing stair should have a minimum 250 pound rating. .

Fencing (39) **UoM**

305 FENCE REPAIR--CHAIN LINK : LF

Repair fence using 4' high galvanized 11 gauge wire, 1-5/8" line posts on 10' centers, with 1-3/8" top rail. Tighten fence, install missing components using galvanized bolts and fasteners to create a plumb, functional fence without bent posts or rails.

307 GATE REPAIR -- CHAIN LINK : EA

Repair gate and latch to original condition by replacing, adjusting and rehanging components. Replacement hardware shall be galvanized malleable steel.

330 FENCE-- 6' HIGH WOOD : LF

Dispose of existing fence. Install a 6' high wood stockade fence. Use all preservative treated lumber, 2 3/8" diameter galvanized fence posts set at least 24" deep in minimum 9" diameter hole filled with concrete, set 8' on center. 2"x4" top and bottom rails, 1"x6" pressure treated fence boards. Installation of sections shall be in a straight line unless otherwise stated.

337 GATE--CHAIN LINK 6' HIGH : EA

Install a new 6' high, 42 inch wide, 11 gauge galvanized gate with a 1 3/8" frame, two off- set type hinges and latch.

340 GATE--STOCKADE 6' HIGH : EA

Install a 42" wide, 72" high gate on 2 gate posts using 3 heavy duty strap hinges and 3" screws. All lumber to be treated pine or owner approved equal. Gate top cut to match existing. Provide a galvanized latch.

Environmental Rehab (42) **UoM**

9096 EXTERIOR PREPARATION - LEVEL 1 : EL

Provide work site preparation in accordance with Table 8.2 of the 1994 HUD Guidelines for Evaluation and Control of Lead-Based Paint Hazards in Housing.

9129 CLEAN TO CLEARANCE : SF

After completion of all lead hazard reduction activities, wet mist, fold and remove all containment in polyethylene sheeting. HEPA vacuum all visible surfaces including walls, floors, ceilings and window troughs from the top down. Detergent scrub all horizontal surfaces in small sections using a 3-bucket system, changing rinse water every 250 SF. Completely rinse with clean water and new equipment. After surfaces are dry, HEPA vacuum all visible surfaces except ceiling.

City of Hattiesburg, MS – Department of Federal and State Programs

9160 STABILIZATION-LIMITED SURFACE : SF

After establishing any required floor containment with polyethylene sheeting, mist defective paint with water to the point of saturation. Aggressively scrape all loose paint, wallpaper and plaster with a draw scraper. Feather edges with a wet, 100 grit, sponge sanding block. Detergent wash, rinse and allow to dry. HEPA vacuum all visible paint chips, dust and debris. Spot prime and apply a premium acrylic latex top coat per manufacturer's instructions..

9161 STABILIZE WALL AND TRIM : SF

After establishing any required floor containment with polyethylene sheeting, mist defective paint area with water to the point of saturation. Aggressively scrape all loose paint, wallpaper and plaster with a draw scraper. Feather edges with a wet, 100-grit, sponge sanding block. Detergent wash, rinse, allow to dry, and HEPA vacuum all visible chips. Spot prime, caulk seams and top coat with premium acrylic latex per manufacturer's instructions.

9163 STABILIZE CEILING : SF

After establishing any required floor containment with polyethylene sheeting, mist defective paint with water to the point of saturation. Aggressively scrape all loose paint, wall paper and plaster with a draw scraper. Feather edges with a wet, 100-grit, sponge sanding block. Detergent wash, rinse, allow to dry, and HEPA vacuum all visible chips. Spot prime, caulk seams and top coat with premium acrylic latex per manufacturer's instructions.

9178 ELASTOMERIC ENCAPSULANT : SF

After establishing any required floor containment with polyethylene sheeting, prepare surface by degreasing and deglossing. Apply any recommended primer and roll out a water-based, liquid, polymer, elastomeric encapsulant to create a continuous seal over the surface in accordance with manufacturer's specifications. Use the required number of coats and coverage rate of elastomeric to guarantee a minimum 20-year manufacturer's warranty.

9199 LAMINATE WITH 1/2" GYPSUM : SF

After establishing any required floor containment with polyethylene sheeting, wet mist, remove, wrap in polyethylene sheeting and dispose of lead-painted ranch or ogee base molding. Mark "Lead Paint" at 4' intervals. Hang, tape and three coat finish 1/2" gypsum over surface using screws 8" on center and adhesive beads 16" on center. Run gypsum horizontally. Caulk all penetrations and butt seams at casing and base molding with siliconized acrylic. Install 3/8" ogee at baseboard. Prime with gypsum primer and apply a premium acrylic latex top coat. HEPA vacuum any visible paint chips, dust and debris.

9649 EXTERIOR--STABILIZE TRIM : LF

After establishing any required ground containment with polyethylene sheeting, mist defective paint with water to the point of saturation. Wet scrape all defective paint areas and feather edges with a wet, 100-grit sponge sanding block. Wash with detergent solution and degloss remainder with mesh pad. HEPA vacuum all paint chips, dust and debris. Spot prime bare substrate caulk with siliconized latex compound and apply single top coat of premium acrylic latex to entire surface.

8721 CARBON MONOXIDE DETECTOR--UL LABEL EA

Install at each sleeping area, minimum of one per floor, a UL approved, hard wired or plug-in carbon monoxide detector with audible alarm, battery back-up and with a digital display capable of showing both peak CO level recorded by the alarm since it was last reset or unplugged, and the present level of carbon monoxide the unit is sensing.

8722 CARBON MONOXIDE DETECTOR--DIGITAL DISPLAY EA

Install at each sleeping area, minimum of one per floor, a hard wired or plug-in carbon monoxide detector with audible alarm, battery backup and with a digital display capable of showing both peak CO level recorded by the alarm since it was last reset or unplugged, and the present level of carbon monoxide the unit is sensing such as the Kidde Nighthawk Model # KN-COEG-3 or Housing Rehabilitation Specialist approved equal.

City of Hattiesburg, MS – Department of Federal and State Programs

Accessibility/Visitability/Adaptability

3975 ACCESSIBILITY RAMP SF
Design and construct a preservative treated wood ramp to comply with ANSI A1117.1-1980, including but not limited to: 1 1/4" to 1 1/2" in diameter handrails on both sides when the ramp is greater than 72" long; a minimum 36" width between the handrails; a slope no greater than 8.33% (1 inch in 1 foot); non-slip surface treatment. Submit preliminary drawing to owner for approval.

6958 BATHTUB/SHOWER--5' FIBERGLASS--COMPLETE—ADAPTABLE EA
Install a 5', 4 piece, Sterling Advantage™, fiberglass tub and shower unit 60" x 30" x 72" Product #: 61030126 (right hand drain) or 61030116 (left hand drain) Including age in place factory installed backers for later grab bar installation
http://www.sterlingplumbing.com/home.strl - complete with lever operated pop up drain and overflow, PVC waste, single lever shower diverter, shower rod and Delta Monitor Model 1343 tub/shower faucet - http://www.deltafaucet.com/ - & a shower head with a maximum 2.0 GPM flow rate. (note: exterior wall sections behind the tub shower unit and any plumbing penetration must be completely air-sealed prior to installation). Per installation instructions set basin area in 1" to 2" of mortar cement.

6960 BATHTUB/SHOWER-5' FIBERGLASS-COMPLETE-W/ GRAB BARS EA
Install a 5', 4 piece, Sterling Accord®, fiberglass tub and shower unit 60" x 30" x 72" Product #: 71240125 (right hand drain) or 71240115 (left hand drain) Including a seat and ADA compliant grab bars
http://www.sterlingplumbing.com/home.strl - complete with lever operated pop up drain and overflow, PVC waste, single lever shower diverter, shower rod and Delta Monitor Model 1343 tub/shower faucet - http://www.deltafaucet.com/ - & a shower head with a maximum 2.0 GPM flow rate. Install faucet controls toward the outside of the tub for easier access. Exterior wall sections behind the tub shower unit and any plumbing penetrations must be completely air-sealed prior to installation. Per installation instructions set basin area in 1" to 2" of mortar cement.

6967 ROLL-IN SHOWER--FIBERGLASS-COMPLETE-W/ GRAB BARS EA
Install a 4 piece, Sterling 62060103-0 - Sterling OC-S-63-ADA Roll-In Alcove Shower - 63-1/4" x 39-3/8" x 72" with ADA compliant grab bars. www.sterlingplumbing.com - complete with lever operated pop up drain and overflow, PVC waste, single lever shower diverter, shower rod and Delta Monitor Model 1343 tub/shower faucet - http://www.deltafaucet.com/ - & a shower head with a maximum 2.0 GPM flow rate. Install faucet controls toward the outside of the tub for easier access. Exterior wall sections behind the tub shower unit and any plumbing penetrations must be completely air-sealed prior to installation. Per installation instructions set basin area in 1" to 2" of mortar cement.

City of Hattiesburg, MS – Department of Federal and State Programs

General Requirements

24 MANUFACTURER'S SPECS PREVAIL — General Requirement
All materials shall be installed in full accordance with the manufacturer's specifications for working conditions, surface preparation, methods, protection and testing.

32 SUBSTITUTION APPROVAL PROCESS — General Requirement
Any requests by the contractor for approval to substitute products specified in the scope of work with another product that performs equally and meets the requirements of the specifications must accompany the contractor's bid submission. The request must include the following information for the product proposed: the manufacturer's specifications; full installation instructions and warranties. The Owner will notify the contractor of decision to approve or deny the substitution at contract award.

33 CONSTRUCTION DEFINITIONS-INSTALLATION REQUIREMENTS/WARRANTY — General Requirement
"Install" means to purchase, set up, test and warrant a new component. "Replace" means to remove and dispose of original material in a code legal manner and ideally to recycle whatever portion is possible, purchase new material, deliver, install, test and warrant. "Repair" means to return a building component to like new condition through replacement, adjustment and recoating of parts. "Reinstall" means to remove, clean, store and install a component. All new materials will be installed to the manufacturer's most recent specifications. All components will be Installed to meet the current Code Requirements of the City of Hattiesburg MS and all applicable building permits will be obtained by the contractor. All materials specified to be Installed or Replaced are to be new, of first quality and without defects, unless stated otherwise or pre-approved by Owner and Construction Specialist. The contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom, which appear within one year from final payment. Further, contractor shall furnish owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.

35 VERIFY QUANTITIES/MEASUREMENTS — General Requirement
All Quantities stated in the attached specifications for this address using Units of Measure other than Each (EA), Room (RM) or Dwelling Unit (DU) are estimates of the finished product for the contractor's convenience and must be verified by the contractor at a mandatory site inspection prior to bid submission. All quantities stated in the Units of Measure Each (EA), Room (RM) or Dwelling Unit (DU) are as stated. Discrepancies in Quantities found by the contractor must be communicated to the Housing Rehabilitation Specialist prior to the submission of a bid. Claims for additional funds due to discrepancies in Quantities shall not be honored if submitted after the bid submission.

36 ALL BUILDING DEPARTMENT PERMITS REQUIRED — General Requirement
The contractor is responsible for submitting the specifications to the building department, applying for, paying for and receiving all Building Department permits required by the City of Hattiesburg MS for the scope of work described herein, prior to starting any work.

55 WORK TIMES — General Requirement
Contractors and their Subcontractors shall schedule working hours between 8:00am and 6:00pm Monday through Friday. Requests to work on weekends and before or after these hours must be approved by the Housing Rehabilitation Specialist.

115 CLEANING AND DEBRIS REMOVAL — General Requirements
The contractor shall clean construction debris from the dwelling and site to a dumpster or legal landfill at least daily, and leave the property in broom clean condition at the end of each work day. Additionally, for dwellings occupied during construction, all occupied spaces shall be vacuumed at the end of each work day, and the work areas will either be safe for occupant entry or secured to prohibit access. Prohibition of access to any work area must be approved by the project manager and the occupants must be notified. EPA and HUD requirements regarding Lead Safe Work Practices shall be met, including clearance requirements for occupancy.

9003 LEAD-SPECIFIC LAWS, RULES, REGULATIONS & GUIDELINES — General Requirement
The execution of this work shall comply with all applicable federal, state and local laws, rules, regulations and guidelines for lead dust environments, including but not limited to: 29 CFR 1926.62 - Lead Construction Standard; 29 CFR1910.1200 - Hazard Communication Standard; 40 CFR Part 745 - Lead-Based Paint Poisoning Prevention in Certain Residential Structures (EPA Regulations); 24 CFR Part 35 - HUD's Lead Safe Housing Rule.

Specification Listing

City of Hattiesburg, MS – Department of Federal and State Programs

132 ACCESSIBILITY--FULLY ACCESSIBLE UNIT — General Requirement

The dwelling unit must comply with ICC /ANSI A117.1, Type A, Fully Accessible guidelines. Accessible components include but are not limited to: Entry to the unit; doorway clearance throughout the unit; bathroom accessibility; kitchen accessibility; clear floor spaces; thresholds; grab bars; obstructions.

134 ACCESSIBILITY–ACCESSIBLE ENTRY — General Requirement

The dwelling unit must have an accessible entry per ICC /ANSI A117.1 including but not limited to wheelchair access.

136 ACCESSIBILITY REQUIREMENTS-COMPONENT REPLACEMENT — General Requirement

All components installed that affect accessibility, including but not limited to light switches, electrical receptacles, hand rails, grab bars, stairs, and ramps. must be installed to conform with ICC/ANSI A117.1-2003. The height of the top of new or reinstalled handrails on stairs shall be between 34" and 36" measured from the top of the nosing of the stair treads and on ramps between 34" and 36" from the surface of the ramp. Handrails shall have a minimum 1.5" clearance between the inside of the rail and any wall. All new light switches, electrical receptacles, thermostats, etc. will be placed within reach of occupants with physical challenges per ICC/ANSI A117.1-2003, e.g. a maximum 48" above the floor for light switches and a minimum of 15" above the floor for electrical receptacles.

138 ADAPTABILITY-BLOCKING WITH ACCESS TO FRAMING — General Requirement

When the interior wall finishes of a room are removed to expose the framing blocking will be installed to facilitate the installation of grab bars or hand rails in the future to meet ICC/ANSI A117.1-2003. Examples include blocking in shower stalls, in tub shower units, in alcoves for commodes, and in staircases.

PART III

EXHIBITS

Exhibit A

Feasibility Certification/Checklist

Feasibility Repair Estimate

Homeowner:_____ Date of Inspection:_____

Property Address:_____ Time of Inspection:_____

1. Roof Repair $_____
- ( ) Structural/framing damage
- ( ) Requires repairs in several sections
- ( ) Requires shingles and decking repairs
- ( ) Ventilation needed in attic

2. Plumbing Repairs $_____
- ( ) Interior and exterior plumbing repairs and fixtures needed
- ( ) Sewer system needs repair/replacement
- ( ) Normal maintenance repairs needed

3. Electrical Repairs $_____
- ( ) The scope of work is normal
- ( ) The scope of work would require complete rewire
- ( ) Unsafe electrical stove and/or heater

4. Mechanical Repairs $_____
- ( ) Gas leaks at appliances and/or heaters
- ( ) Gas leaks in lines underneath house
- ( ) Inoperable furnace or central heating unit must be repaired/removed
- ( ) Unsafe gas stove and/or heater

5. Building Repairs $_____
- ( ) Floors are deteriorated
- ( ) Sub-flooring is deteriorated
- ( ) Joists/Beams are deteriorated
- ( ) Column/posts are missing or deteriorated
- ( ) Siding is missing and/or deteriorated
- ( ) Deteriorated wall structure
- ( ) Steps are missing or in need of repair
- ( ) Exterior doors are deteriorated or inoperable
- ( ) Windows are broken, deteriorated or casings and sills are deteriorated
- ( ) Interior walls have holes
- ( ) Ceilings are sagging, water damaged and/or collapsing
- ( ) One window per room needs to be made operable

6. Accessibility $_____
- ( ) Existing ramp is deteriorated
- ( ) Ramp is needed.
- ( ) Bathroom needs to meet ADA requirements
- ( ) Handrails are needed or in need of repair

Prepared By _____ **TOTAL COSTS** $_____

Housing Program Inspector

Exhibit B

Priority Re-inspection Form

PRIORITY INSPECTION AND REPAIR REQUEST FORM

SECTION A - Homeowner Information					
Full Name:			Scope of Work Completed ( ) Basic Rehab ( ) Substantial Rehab		Home/Cell Phone : 601-
Spouse's Full Name:			Date Completed		Work Phone:
Address:			City: Hattiesburg	State: Mississippi	Zip
Alternate Contact Person:			Alternate Contact Person Address:		
City	State	Zip	Home/Cell\Phone	Work Phone	Relationship

SECTION B – Explanation of Priority Need	
☐ Roof	( ) Leaking
☐ Electrical	( ) Switches Do Not Work ( ) Sparks at Switch or Outlet
☐ Gas Leaks	( ) Bathroom ( ) Kitchen ( ) Bedroom ( ) Living Room ( ) Other
☐ Plumbing Leaks	( ) Bathroom ( ) Kitchen ( ) Bedroom ( ) Living Room
☐ Collapsing Floor	( ) Bathroom ( ) Kitchen ( ) Bedroom ( ) Living Room

Comments:

☐ Approved for Priority Inspection and Repair

☐ Denied Priority Inspection item is not health, safety, nor health issue.

_____ _____

Housing Coordinator Signature Date C D Division Manager Date

Exhibit C

Letter of Notification
Sample

Date

Name
Address
Hattiesburg, MS 39401

RE: Inspection

Dear

I am please to inform you that the City of Hattiesburg, will be conducting an inspection of your home to identify eligible repairs in connection with our Community Development, Housing Repair/Rehabilitation Program.

The Housing Programs Inspector is scheduled to inspect your home at (time) on (day), (date)

It is important that all areas of your home are accessible to the inspectors. Inspectors should not have to move boxes, stacked clothing, furniture, etc. in order to perform the inspection. If inspectors are unable to inspect your home due to inaccessibility the inspection will cease; and this could result in the loss of eligibility for re-inspection.

Please contact me at 554-1025 if you have any questions or comments.

Thank you for your cooperation in this matter.

Sincerely,

Housing Coordinator

Copy: File

Exhibit D

Rehabilitation and Repair Work Agreement Sample

GENERAL CONTRACTOR HOUSING REHABILITATION GRANT PROGRAM
WORK AGREEMENT

For Repair Work At: Street Address – Homeowners Name

1. _____ I propose to furnish all materials and perform all labor necessary to complete the work described in the attached Work Write-Up/ProposalSolicitation.

2. _____ I agree that all work will be completed with quality workmanship and materials and I certify that no lead based paint will be used on this job. I will comply with all Local, State, and Federal requirements. I will comply with Federal "Lead Safe Housing Rule" Title 24 Subtitle A – Part 35 and the enclosed Housing Rehabilitation and Repair Standards..

3. _____ I will begin work within ten (10) working days after receiving the ***Notice to Proceed***, and I will complete the job within sixty (60) days of the start date. I understand that failure to complete to the job within the above stated time frame without justifiable cause or reason will result in my being fined $100.00 per day until the completion of the job. Completion will be deemed completed upon "final inspection and acceptance of all work by the City of Hattiesburg Housing Inspector, Housing Coordinator, City Building Official, Technical Inspector and the Community Development Manager.

4. _____ I will purchase, maintain and furnish evidence of Comprehensive Business Liability Insurance coverage during the life of the contract, in an amount not less than $50,000 in the event of bodily injury including death and $2,000.00 in the event of property damage arising out of work performed by me.

5. _____ I will obtain all permits and licenses necessary for the completion and execution of the work and labor to be performed.

6. _____ I will perform all work in conformance with the terms shown in Article 8 of the General Conditions, Exhibit J.

7. _____ I certify that I will perform all work in conformance with local codes and in conformance with the City of Hattiesburg's CDBG/HOME Contractors Performance Standards, Exhibit K.

8. _____ I agree that I will not discriminate against any persons employed by my company or any applicant for employment with my company because of age, race, color, religion, sex, handicap, familial status, national origin or because of any political or union affiliation. In accordance with 24 CFR Part 8 as required by Section 504 Regulations, there shall be no discrimination on the basis of handicap in admission, access to, treatment or employment in federally assisted programs and activities. The City of Hattiesburg Department of Federal and State Programs shall coordinate compliance of this part and is hereby the designee to handle any grievances concerning violation of these regulations.

9. _____ I will clean construction debris from the dwelling and the site to a dumpster or a code legal dump at least daily, and I will leave the property in a broom clean condition at the end of each work day. Additionally, for dwellings occupied during construction, I will vacuum all occupied spaces at the end of each work day, and the work areas will either be safe for occupant entry or secured to prohibit access. I will acquire approval from Community Development prior to prohibiting access to any work site, and I will notify the owner.

10. _____ I will furnish the original of all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment to the City of Hattiesburg for forwarding to the Homeowner.

11. _____ I understand that a *Request for Payment* with *Invoice,* and when applicable the *Lien Waiver* and *Release of Lien Waivers* must be completed and submitted according to the Request for Payment Processing Schedule.

12. _____ **I understand that payment may be made by percentage of completion, not to exceed 70% until completion of the work, provided this Agreement be then fully executed, subject to the provisions of Article 8 of the General Conditions, Exhibit J.**

13. _____ I understand that the homeowner can not authorize any other contractor/individual not associated with the City of Hattiesburg CDBG/HOME Rehabilitation or Repairs Program to make repairs to the premise during the duration of this Grant Agreement.

14. _____ I understand that if any contractor/ individual not associated with the City of Hattiesburg CDBG/HOME Rehabilitation or Repairs program performs any repairs to the premises, it is my responsibility to report it immediately to the Housing Program Inspector or the Housing Coordinator immediately, all the terms of the Grant Agreement may be voided and the grant award to the homeowner forfeited.

This work will be completed for the sum of $00,000.00.

ALL WORKMANSHIP IS SUBJECT TO A LIMITED WARRANTY FOR A PERIOD OF ONE (1) YEAR.

_____
Contractor's Name **Date**

CONTRACT ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which I agree to approve the payment in the amount specified in said proposal, and according to the terms thereof, on this the 0th day of Month, 20___.

_____ _____
Homeowners Signature **Date** **Spouse's Signature** **Date**

_____
City of Hattiesburg – Witness **Date**

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT

Homeowner Rehabilitation/Repair Program
Project HRRP
Contractor & Owner Agreement

THIS AGREEMENT, made the day of and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Repair Program (HRRP) and _____, Hereinafter called Owner, and _____, with its principal place of business located at _____, Hattiesburg, Mississippi 39401, hereinafter called the Contractor.

WITNESSETH

1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings and described in the specifications and other Contract Documents prepared for the _____ Project by COHCD, said work to be preformed on the structure(s)/property located at _____, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents. (See attached Work-Write-Up which is considered the Scope of Work).

2. TIME OF COMPLETION

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within ten (10) calendar days after issuance of the Notice to Proceed, and it is to be completed within sixty (60) working days after the issuance of the Notice to Proceed. Time is of the essence. **One hundred dollars ($100.00) per day will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) working days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. COMPENSATION

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of _____ ( ) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/CHOCD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of Work to comply with the

Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a wavier of all claims by the Contractor except those preciously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

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

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 20_____.

_____ _____

Homeowner Date Spouse's Signature Date

City of Hattiesburg, Mississippi

By: _____
Johnny L. DuPree, Mayor

Date: Month 00, 20__

Attest: _____
City Clerk

Contractor

By: _____

Date: _____

Attest: _____

Exhibit E

Proposal Forms

CDBG/HOME Housing Rehabilitation/Repair

PROPOSAL NOTICE/REQUEST FOR PROPOSALS

Date:

TO: Qualified Eligible Contractor

Re: CDBG/HOME Housing Rehabilitation/Repair Proposal Packets

Attached are _____ Proposal Packets containing addresses of _____ residences for rehabilitation or repairs as described therein. Please submit you proposal to me by 5:00 p.m. on _____. Proposals will be opened at ___:____ on _____, _____, 20___ in the City Council Meeting Room at City Hall, 200 Forrest Street. Proposals may be either mailed or hand delivered. The sealed envelope should contain the contractor's name and address and should be clearly marked and addressed as follows:

CDBG/HOME PROPOSAL PACKETS FOR: _____ Date: _____

Housing Coordinator
City of Hattiesburg
Department of Federal and State Programs
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

NO EMAIL OR FAXED PROPOSALS WILL BE ACCEPTED.

Please plan to attend the Pre-Proposal conferences to be held _____ or _____ As noted on the enclosed proposal sheets.

Thank you for your participation in the program. If you have questions, please call me at 601-554-1025.

Housing Coordinator

Copy: contractor File

WORK PROPOSAL

TO: Housing Coordinator
City of Hattiesburg
Department of Federal and State Programs

NAME: _____
COMPANY: _____
ADDRESS: _____
_____

I and my subcontractors have examined the attached Work Write-Up/Proposal Solicitation Descriptions and Specifications of the _____/_____ Work Proposal Packet for rehabilitation/repairs to the following _____ properties:

I hereby submit my work proposal for the above-described work in the amounts of:

Total for property 1: $ _____
Total for property 2: $ _____
Combined Total Is: $ _____

_____ _____
Signature of Contractor Date

_____ _____
Signature of Sub-Contractor Date

_____ _____
Signature of Sub-Contractor Date

_____ _____
Signature of Sub-Contractor Date

AN ITEMIZED WORK WRITE-UP/COST ESTIMATE MUST BE ATTACHED

PRE-PROPOSAL CONFERENCE ATTENDANCE RECORD

Name of Owners: _____

Address: _____

NOTE: The work write-up detailing the scope of work was reviewed and signed by the parties below during the on-site walk through inspection of this home.

Contractors Present: Date: _____ Time: _____

Printed Name	Signature
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____

Homeowner(s) Present:

1. _____	_____
2. _____	_____

City of Hattiesburg Representatives Present:

1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

PROPOSAL RESULTS

Homeowner:

Addresses:

Proposal Opening Date:

Calculated Cost Estimate: $_____
10% Below Estimate $_____
10% Above Estimate $_____

Adjusted Cost Estimate: $_____
10% Below Estimate $_____
10% Above Estimate $_____

Contractor	Total Proposal Cost	Adjusted
Property Address	$	$
	$	$
	$	$
	$	$
	$	$
	$	$

The winning contractor is: _____ with a proposal amount of $_____
and a point score of _____

COMMENTS:

_____

_____

_____

Prepared by: _____ Date: _____

Exhibit F

Rehabilitation and Repair Grant Agreement Samples

CITY OF HATTIESBURG
HOUSING REHABILITATION (25K+)
GRANT AWARD AGREEMENT
General Terms and Conditions

1. _____ I certify that I currently live in and own the home for which I am accepting repair assistance.

2. _____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.

3. _____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary.

4. _____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.

5. _____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.

6. _____ I agree to attend Homeowner's Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.

7. _____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an Elected officials of the City of Hattiesburg nor an employee who is responsible for the administration, management and oversight of the program (Community Development Division staff).

8. _____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **five (5)** years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**

9. _____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the ***five*** **(5)** year affordability period.

10. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **five (5)** year affordability period.

11. _____ I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.

12. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.

13. _____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below I, **Homeowner's Name of Address,** agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the _____ day of _____, 20__.

_____ Homeowner's Signature

_____ Spouse's Signature

GRANT AWARD

The Homeowner(s), Homeowner's Name of Address, is hereby awarded a Housing Rehabilitation Grant for General Construction costs in an amount not to exceed $50,000 [excluding 10% allowance for change order/discovery repairs according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E)]. Lead and Asbestos activities have been contracted separately on this the ____ day of _____, 20_____.

City of Hattiesburg, Mississippi

By: _____
Johnny L. DuPree, Mayor Date:

Attest: _____
City Clerk Date:

Contractor

By: _____
Date:

Attest: _____
Date:

Exhibit G

Notice To Proceed
Samples

NOTICE TO PROCEED
GENERAL CONSTRUCTION CONTRACTOR

Date

Name
Company Name
Address
City, State, Zip

Dear _____:

In connection with the Work Agreement dated _____, for repairs to the property of _____ at _____, please proceed in accordance with the Work Agreement and Work Write-up.

You are to commence work no later than _____ (#) days from the date of notification that lead abatement and/or removal has been completed. All work shall be completed according to the Work Write-Up/Bid Solicitation within _____ (##) working days after starting construction.

Reminder: Please take this Notice to Proceed to the Land Code Division to obtain the completed permit. The permit must be posted on the job site in a place that is visible from the street.

City of Hattiesburg **Homeowner**

By: _____ By: _____
Signature Signature

I hereby acknowledge receipt of this document and agree to its contents.

Contractor

By:_____
Signature

Distribution: Original City, Copy Contractor, Copy Homeowner

NOTICE TO PROCEED
LEAD ABATEMENT CONTRACTOR

Date

Name
Company Name
Address
City, State, Zip

Dear _____:

In connection with lead base paint abatement and/or removal as reported by _____, for repairs to the property of _____ at _____ in compliance with OSHA, HUD, EPA and MDEQ regulations, including but not limited to regulations and standards for the removal and/or abatement of lead base paint containing materials:

You are to commence work no later than _____ (##) working days from the date of this document. All work shall be completed within _____ (##) working days after starting construction.

City of Hattiesburg **Homeowner**

By: _____ By: _____
Signature Signature

I hereby acknowledge receipt of this document and agree to its contents.

Contractor

By:_____
Signature

Distribution: Original City, Copy Contractor, Copy Homeowner

Exhibit H

Progress Inspection Report

PROGRESS INSPECTION REPORT

Purpose: To review work in progress to ensure that all items on the work write-up are being undertaken in a good workmanlike manner and in accordance with applicable codes and the Performance Standards of the City. This report is also to be used for homeowner problem reports during construction. **The Technical Inspector's signature is required solely for Code Inspections.**

Name of Property Owner: _____

Address of Residence: _____

Time and Date of Inspection: _____ **Time** _____ **Date**

Purpose of Inspection:

___ Routine Site Visit ___ Problem [Scheduled]: ___ Code ____ First draw ____Final Inspection

Notes: _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Housing Programs Inspector _____ **Printed Name** _____ **Signature**

Contractor / Designee _____ **Printed Name** _____ **Signature**

Housing Coordinator/Designee, when applicable _____ **Printed Name** _____ **Signature**

Technical Inspector, when applicable _____ **Printed Name** _____ **Signature**

Copy: Original to Master File, Housing Programs Inspector , Contractor, Code Enforcement

Exhibit I

Certificate of Final Inspection – I-1
Lien Waiver – I-2

CERTIFICATE OF FINAL INSPECTION
City of Hattiesburg
Department of Federal & State Programs
200 Forrest Street
Hattiesburg, MS 39401

Project Number: HUD #____ **Warranty Period Expiration Date: _____**

Date of Final Inspection:_____ **Time: _____**

Address of Property: _____

Name of Applicant(s) _____

CERTIFICATE OF FINAL INSPECTION:

Final inspection has been made of the property rehabilitated with Federal financial assistance. The construction work has been satisfactorily completed in accordance with the Repair Work Agreement.

We certify that no lead based paints were used on this structure under this Repair Work Agreement.

_____
Homeowner Signature

_____
Contractor Signature

_____
Code Inspector Signature, if applicable

_____
Housing Programs Inspector Signature

_____
Building Official Signature

_____
Housing Coordinator

Copy: Original to Master File, Code Enforcement, Contractor, Homeowner

LIEN WAIVER

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by the CITY OF HATTIESBURG to furnish HOME REPAIRS for the premises known as _____ of which _____ is the owner.

THE undersigned, for and in consideration of _____ ($_____) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim or right of lien under the Statutes of the State of Mississippi, relating to Mechanic's liens on the above described premises and improvements thereon, and on the monies or other considerations due or to become due from the owner, on account of labor or services, material, fixtures or apparatus heretofore furnished which may be furnished by any time hereafter by the undersigned for the above described premises.

Signed this _____ day of _____, 2003.

_____
General Contractor's Signature

_____
Business Name

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CONTRACTOR'S AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF FORREST

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is the Owner of _____ who is the contractor for the HOME REPAIRS work on the house of _____ located at _____. That the total amount of the contract including extras at $ _____ which he has received payment of $ - 0 - prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications.

LABORERS AND SUPPLIERS:

_____ _____

_____ _____

_____ _____

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than the above stated.

Signed this _____ day of _____, 2003.

_____
General Contractor's Signature

Subscribed and sworn before me this _____ day of _____, 2003.

_____

_____
Commission Expires

Revised: 07/17/03

Exhibit J

Change Order Form J-1
Detail/Cost Estimate – J-2

CHANGE ORDER
#_____

Owner's Name: _____ Change Order Date: _____

Property Address: _____ **Contract/IDIS HUD#** _____

Contractor: _____ **Contract Date:** _____

ORIGINAL CONTRACT AMOUNT:		$ _____	% of Contract
Amount of Change Order **#1**	(+) or (-)	$ _____	_____
Amount of Change Order **#2**	(+) or (-)	$ _____	_____
Amount of Change Order **#3**	(+) or (-)	$ _____	_____
Amount of Change Order **#4**	(+) or (-)	$ _____	_____
Amount of Change Order **#5**	(+) or (-)	$ _____	_____
Total Amount of Change Order(s)		$ _____	

TOTAL AMOUNT OF AMENDED CONTRACT TO DATE: $ _____

REASON FOR CHANGE ORDER

( ) DISCOVERY ( ) REPAIR EXCHANGE ----- See Attached Change Order/Proposal Solicitation

ALL SIGNATURES ARE REQUIRED PRIOR TO REPAIR CHANGES:

Housing Inspector:	_____	Date: _____
Housing Coordinator:	_____	Date: _____
Code Enforcement Technical Inspector:	_____	Date: _____
Community Development Manager::	_____	Date: _____
Homeowner:	_____	Date: _____
General Contractor/Designee:	_____	Date: _____

CHANGE ORDER

DETAIL/COST ESTIMATE FORM

_____

Homeowner: _____ **Approval No.:** _____

Address: _____ **Date/Time:** _____

DESCRIPTION OF WORK	**COST $**
_____	$_____
_____	$_____
_____	$_____
_____	$_____
_____	$_____
_____	$_____
_____	$_____
_____	$_____
_____	$_____

TOTAL OF CHANGE ORDER $_____

_____ _____

Housing Program Inspector/Date Contractor/Date

_____ _____

Homeowner/Date Housing Coordinator/Date

COPY: Original to Master File, Housing Programs Inspector, Contractor, Homeowner

Exhibit K

Uniform Physical Condition Standards Checklist

Uniform Physical Condition Standards - Comprehensive Listing **Page:** ____ of ____

Inspectable Area: Site

Property ID / Name: _____ **Inspection Date:** _____

			Level				
Inspectable Item	**Observable Deficiency**	**NOD**	**1**	**2**	**3**	**NA**	**H&S**
Fencing and Gates	Damaged/Falling/Leaning						NLT
	Holes						NLT
	Missing Sections						NLT
Grounds	Erosion/Rutting Areas						NLT
	Overgrown/Penetrating Vegetation						
	Ponding/Site Drainage						
Health & Safety	Air Quality - Sewer Odor Detected						NLT
	Air Quality - Propane/Natural Gas/Methane Gas Detected						LT
	Electrical Hazards - Exposed Wires/Open Panels						LT
	Electrical Hazards - Water Leaks on/near Electrical Equipment						LT
	Flammable Materials - Improperly Stored						NLT
	Garbarge and Debris - Outdoors						NLT
	Hazards - Other						NLT
	Hazards - Sharp Edges						NLT
	Hazards - Tripping						NLT
	Infestation - Insects						NLT
	Infestation - Rats/Mice/Vermin						NLT
Mailboxes/Project Signs	Mailbox Missing/Damaged						
	Signs Damaged						
Market Appeal	Graffiti						
	Litter						
Parking Lots/Driveways/Roads	Cracks						
	Ponding						
	Potholes/Loose Material						
	Settlement/Heaving						
Play Areas and Equipment	Damaged/Broken Equipment						NLT
	Deteriorated Play Area Surface						
Refuse Disposal	Broken/Damaged Enclosure-Inadequate Outside Storage Space						
Retaining Walls	Damaged/Falling/Leaning						NLT
Storm Drainage	Damaged/Obstructed						
Walkways/Steps	Broken/Missing Hand Railing						NLT
	Cracks/Settlement/Heaving						
	Spalling						

- In order to accurately categorize a deficiency as a "Level 1", "Level 2" or "Level 3" (including independent Health & Safety items), you must refer to the Final Dictionary of Deficiency Definitions (PASS) Version 2.3, dated 03/08/2000. This document can be found at "http://www.hud.gov/offices/reac/pdf/pass_dict2.3.pdf" (325 Pages, 343 KB)
- Additional clarification to these definitions is contained in the REAC PASS Compilation Bulletin which can be found at "http://www.hud.gov/offices/reac/pdf/pass_bulletin.pdf" (24 Pages, 275 KB)
- Only level 3 is applied to independent Health & Safety deficiencies.
- In the H&S column, NLT is a "Non-Life Threatening" Health & Safety concern whereas LT is a "Life Threatening" concern which calls for immediate attention or remedy and will show up on the Exigent Health and Safety Report at the end of an inspection.

Uniform Physical Condition Standards - Comprehensive Listing Page: ____ of ____

Inspectable Area: Building Exterior

Property ID / Name: _____ **Inspection Date:** _____

Building Number: _____

			Level				
Inspectable Item	**Observable Deficiency**	**NOD**	**1**	**2**	**3**	**NA**	**H&S**
Doors	Damaged Frames/Threshold/Lintels/Trim						NLT
	Damaged Hardware/Locks						
	Damaged Surface (Holes/Paint/Rusting/Glass)						
	Damaged/Missing Screen/Storm/Security Door						NLT
	Deteriorated/Missing Caulking/Seals						
	Missing Door						
Fire Escapes	Blocked Egress/Ladders						LT
	Visibly Missing Components						LT
Foundations	Cracks/Gaps						
	Spalling/Exposed Rebar						
Health and Safety	Electrical Hazards - Exposed Wires/Open Panels						LT
	Electrical Hazards - Water Leaks on/near Electrical Equipment						LT
	Emergency Fire Exits - Emergency/Fire Exits Blocked/Unusable						LT
	Emergency Fire Exits - Missing Exit Signs						NLT
	Flammable/Combustible Materials - Improperly Stored						NLT
	Garbage and Debris - Outdoors						NLT
	Hazards - Other						NLT
	Hazards - Sharp Edges						NLT
	Hazards - Tripping						NLT
	Infestation - Insects						NLT
	Infestation - Rats/Mice/Vermin						NLT
Lighting	Broken Fixtures/Bulbs						
Roofs	Damaged Soffits/Fascia						
	Damaged Vents						
	Damaged/Clogged Drains						
	Damaged/Torn Membrane/Missing Ballast						
	Missing/Damaged Components from Downspout/Gutter						
	Missing/Damaged Shingles						
	Ponding						
Walls	Cracks/Gaps						
	Damaged Chimneys						NLT
	Missing/Damaged Caulking/Mortar						
	Missing Pieces/Holes/Spalling						
	Stained/Peeling/Needs Paint						
Windows	Broken/Missing/Cracked Panes						NLT
	Damaged Sills/Frames/Lintels/Trim						
	Damaged/Missing Screens						
	Missing/Deteriorated Caulking/Seals/Glazing Compound						
	Peeling/Needs Paint						
	Security Bars Prevent Egress						LT

- In order to accurately categorize a deficiency as a "Level 1", "Level 2" or "Level 3" (including independent Health & Safety items), you must refer to the Final Dictionary of Deficiency Definitions (PASS) Version 2.3, dated 03/08/2000. This document can be found at "http://www.hud.gov/offices/reac/pdf/pass_dict2.3.pdf" (325 Pages, 343 KB)
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- In the H&S column, NLT is a "Non-Life Threatening" Health & Safety concern whereas LT is a "Life Threatening" concern which calls for immediate attention or remedy and will show up on the Exigent Health and Safety Report at the end of an inspection.

Uniform Physical Condition Standards - Comprehensive Listing Page: ____ of ____

Inspectable Area: Building Systems

Property ID / Name: _____ **Inspection Date:** _____

Building Number: _____

			Level				
Inspectable Item	**Observable Deficiency**	**NOD**	**1**	**2**	**3**	**NA**	**H&S**
Domestic Water	Leaking Central Water Supply						
	Misaligned Chimney/Ventilation System						LT
	Missing Pressure Relief Valve						NLT
	Rust/Corrosion on Heater Chimney						NLT
	Water Supply Inoperable						NLT
Electrical System	Blocked Access/Improper Storage						NLT
	Burnt Breakers						NLT
	Evidence of Leaks/Corrosion						NLT
	Frayed Wiring						
	Missing Breakers/Fuses						LT
	Missing Covers						LT
Elevators	Not Operable						NLT
Emergency Power	Auxiliary Lighting Inoperable						
	Run-Up Records/Documentation Not Available						
Fire Protection	Missing Sprinkler Head						NLT
	Missing/Damaged/Expired Extinguishers						LT
Health & Safety	Air Quality - Mold and/or Mildew Observed						NLT
	Air Quality - Propane/Natural Gas/Methane Gas Detected						LT
	Air Quality - Sewer Odor Detected						NLT
	Electrical Hazards - Exposed Wires/Open Panels						LT
	Electrical Hazards - Water Leaks on/near Electrical Equipment						LT
	Elevator - Tripping						NLT
	Emergency Fire Exits - Emergency/Fire Exits Blocked/Unusable						LT
	Emergency Fire Exits - Missing Exit Signs						NLT
	Flammable Materials - Improperly Stored						NLT
	Garbage and Debris - Indoors						NLT
	Hazards - Other						NLT
	Hazards - Sharp Edges						NLT
	Hazards - Tripping						NLT
	Infestation - Insects						NLT
	Infestation - Rats/Mice/Vermin						NLT
HVAC	Boiler/Pump Leaks						
	Fuel Supply Leaks						NLT
	General Rust/Corrosion						NLT
	Misaligned Chimney/Ventilation System						LT
Roof Exhaust System	Roof Exhaust Fan(s) Inoperable						
Sanitary System	Broken/Leaking/Clogged Pipes or Drains						NLT
	Missing Drain/Cleanout/Manhole Covers						

- In order to accurately categorize a deficiency as a "Level 1", "Level 2" or "Level 3" (including independent Health & Safety items), you must refer to the Final Dictionary of Deficiency Definitions (PASS) Version 2.3, dated 03/08/2000. This document can be found at "http://www.hud.gov/offices/reac/pdf/pass_dict2.3.pdf" (325 Pages, 343 KB)
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- Only level 3 is applied to independent Health & Safety deficiencies.
- In the H&S column, NLT is a "Non-Life Threatening" Health & Safety concern whereas LT is a "Life Threatening" concern which calls for immediate attention or remedy and will show up on the Exigent Health and Safety Report at the end of an inspection.

Uniform Physical Condition Standards - Comprehensive Listing Page: ____ of ____

Inspectable Area: Common Areas

Property ID / Name: _____ **Inspection Date:** _____

Building Number: _____

X	Inspectable Item Location
	Basement/Garage/Carport
	Closet/Utility/Mechanical
	Community Room
	Day Care
	Halls/Corridors/Stairs
	Kitchen
	Laundry Room
	Lobby
	Office
	Other Community Spaces
	Patio/Porch/Balcony
	Restrooms/Pool Structures
	Storage

Observable Deficiency	NOD	Level 1	Level 2	Level 3	NA	H&S
Baluster/Side Railings - Damaged						
Cabinets - Missing/Damaged						
Call for Aid - Inoperable						NLT
Ceiling - Bulging/Buckling						
Ceiling - Holes/Missing Tiles/Panels/Cracks						
Ceiling - Peeling/Needs Paint						
Ceiling - Water Stains/Water Damage/Mold/Mildew						
Countertops - Missing/Damaged						
Dishwasher/Garbage Disposal - Inoperable						
Doors - Damaged Frames/Threshold/Lintels/Trim						NLT
Doors - Damaged Hardware/Locks						
Doors - Damaged Surface (Holes/Paint/Rust/Glass)						
Doors - Damaged/Missing Screen/Storm/Security Door						NLT
Doors - Deteriorated/Missing Seals (Entry Only)						
Doors - Missing Door						
Dryer Vent -Missing/Damaged/Inoperable						
Electrical - Blocked Access to Electrical Panel						NLT
Electrical - Burnt Breakers						NLT
Electrical - Evidence of Leaks/Corrosion						NLT
Electrical - Frayed Wiring						
Electrical - Missing Breakers						LT
Electrical - Missing Covers						LT
Floors - Bulging/Buckling						
Floors - Floor Covering Damaged						
Floors - Missing Floor/Tiles						
Floors - Peeling/Needs Paint						
Floors - Rot/Deteriorated Subfloor						
Floors - Water Stains/Water Damage/Mold/Mildew						
GFI - Inoperable						NLT
Graffiti						
HVAC - Convection/Radiant Heat System Covers Missing/Damaged						
HVAC - General Rust/Corrosion						
HVAC - Inoperable						
HVAC - Misaligned Chimney/Ventilation System						LT
HVAC - Noisy/Vibrating/Leaking						
Lavatory Sink - Damaged/Missing						NLT
Lighting - Missing/Damaged/Inoperable Fixture						
Mailbox - Missing/Damaged						
Outlets/Switches/Cover Plates - Missing/Broken						LT
Pedestrian/Wheelchair Ramp						
Plumbing - Clogged Drains						NLT
Plumbing - Leaking Faucet/Pipes						NLT
Range Hood /Exhaust Fans - Excessive Grease/Inoperable						
Range/Stove - Missing/Damaged/Inoperable						
Refrigerator - Damaged/Inoperable						
Restroom Cabinet - Damaged/Missing						
Shower/Tub - Damaged/Missing						
Sink - Missing/Damaged						NLT
Smoke Detector - Missing/Inoperable						LT
Stairs - Broken/Damaged/Missing Steps						NLT
Stairs - Broken/Missing Hand Railing						NLT
Ventilation/Exhaust System - Inoperable						
Walls - Bulging/Buckling						
Walls - Damaged						
Walls - Damaged/Deteriorated Trim						
Walls - Peeling/Needs Paint						
Walls - Water Stains/Water Damage/Mold/Mildew						
Water Closet/Toilet - Damaged/Clogged/Missing						
Windows - Cracked/Broken/Missing Panes						NLT
Windows - Damaged Window Sill						
Windows - Inoperable/Not Lockable						NLT

	Windows - Missing/Deteriorated Caulking/Seals/Glazing Compound						
	Windows - Peeling/Needs Paint						
	Windows - Security Bars Prevent Egress						LT
Health & Safety	Air Quality - Mold and/or Mildew Observed						NLT
	Air Quality - Propane/Natural Gas/Methane Gas Detected						LT
	Air Quality - Sewer Odor Detected						NLT
	Electrical Hazards - Exposed Wires/Open Panels						LT
	Electrical Hazards - Water Leaks on/near Electrical Equipment						LT
	Emergency Fire Exits - Emergency/Fire Exits Blocked/Unusable						LT
	Emergency Fire Exits - Missing Exit Signs						NLT
	Flammable/Combustible Materials - Improperly Stored						NLT
	Garbage and Debris - Indoors						NLT
	Garbage and Debris - Outdoors						NLT
	Hazards - Other						NLT
	Hazards - Sharp Edges						NLT
	Hazards - Tripping						NLT
	Infestation - Insects						NLT
	Infestation - Rats/Mice/Vermin						NLT
Pools and Related Structures	Fencing - Damaged/Not Intact						
	Pool - Not Operational						
Trash Collection Areas	Chutes - Damaged/Missing Components						

- In order to accurately categorize a deficiency as a "Level 1", "Level 2" or "Level 3" (including independent Health & Safety items), you must refer to the Final Dictionary of Deficiency Definitions (PASS) Version 2.3, dated 03/08/2000. This document can be found at "http://www.hud.gov/offices/reac/pdf/pass_dict2.3.pdf" (325 Pages, 343 KB)
- Additional clarification to these definitions is contained in the REAC PASS Compilation Bulletin which can be found at "http://www.hud.gov/offices/reac/pdf/pass_bulletin.pdf" (24 Pages, 275 KB)
- Only level 3 is applied to independent Health & Safety deficiencies.
- In the H&S column, NLT is a "Non-Life Threatening" Health & Safety concern whereas LT is a "Life Threatening" concern which calls for immediate attention or remedy and will show up on the Exigent Health and Safety Report at the end of an inspection.

Uniform Physical Condition Standards - Comprehensive Listing Page: ____ of ____

Inspectable Area: Unit

Property ID / Name: _____ **Inspection Date:** _____

Building/Unit Nmbr: _____

			Level				
Inspectable Item	**Observable Deficiency**	**NOD**	**1**	**2**	**3**	**NA**	**H&S**
Bathroom	Bathroom Cabinets - Damaged/Missing						
	Lavatory Sink - Damaged/Missing						NLT
	Plumbing - Clogged Drains						NLT
	Plumbing - Leaking Faucet/Pipes						NLT
	Shower/Tub - Damaged/Missing						NLT
	Ventilation/Exhaust System - Inoperable						
	Water Closet/Toilet - Damaged/Clogged/Missing						NLT
Call-for-Aid	Inoperable						NLT
Ceiling	Bulging/Buckling						
	Holes/Missing Tiles/Panels/Cracks						
	Peeling/Needs Paint						
	Water Stains/Water Damage/Mold/Mildew						
Doors	Damaged Frames/Threshold/Lintels/Trim						NLT
	Damaged Hardware/Locks						
	Damaged/Missing Screen/Storm/Security Door						NLT
	Damaged Surface - Holes/Paint/Rusting/Glass						
	Deteriorated/Missing Seals (Entry Only)						
	Missing Door						NLT
Electrical System	Blocked Access to Electrical Panel						NLT
	Burnt Breakers						NLT
	Evidence of Leaks/Corrosion						NLT
	Frayed Wiring						
	GFI - Inoperable						NLT
	Missing Breakers/Fuses						LT
	Missing Covers						LT
Floors	Bulging/Buckling						
	Floor Covering Damage						
	Missing Flooring Tiles						
	Peeling/Needs Paint						
	Rot/Deteriorated Subfloor						
	Water Stains/Water Damage/Mold/Mildew						
Health & Safety	Air Quality - Mold and/or Mildew Observed						NLT
	Air Quality - Sewer Odor Detected						NLT
	Air Quality - Propane/Natural Gas/Methane Gas Detected						LT
	Electrical Hazards - Exposed Wires/Open Panels						LT
	Electrical Hazards - Water Leaks on/near Electrical Equipment						LT
	Emergency Fire Exits - Emergency/Fire Exits Blocked/Unusable						LT
	Emergency Fire Exits - Missing Exit Signs						NLT
	Flammable Materials - Improperly Stored						NLT
	Garbage and Debris - Indoors						NLT
	Garbage and Debris - Outdoors						NLT
	Hazards - Other						NLT
	Hazards - Sharp Edges						NLT
	Hazards - Tripping						NLT
	Infestation - Insects						NLT
	Infestation - Rats/Mice/Vermin						NLT
Hot Water Heater	Misaligned Chimney/Ventilation System						LT
	Inoperable Unit/Components						NLT
	Leaking Valves/Tanks/Pipes						
	Pressure Relief Valve Missing						NLT
	Rust/Corrosion						NLT
HVAC System	Convection/Radiant Heat System Covers Missing/Damaged						
	Inoperable						
	Misaligned Chimney/Ventilation System						LT

	Noisy/Vibrating/Leaking						
	Rust/Corrosion						
Kitchen	Cabinets - Missing/Damaged						NLT
	Countertops - Missing/Damaged						NLT
	Dishwasher/Garbage Disposal - Inoperable						
	Plumbing - Clogged Drains						NLT
	Plumbing - Leaking Faucet/Pipes						NLT
	Range Hood/Exhaust Fans - Excessive Grease/Inoperable						
	Range/Stove - Missing/Damaged/Inoperable						
	Refrigerator-Missing/Damaged/Inoperable						NLT
	Sink - Damaged/Missing						NLT
Laundry Area (Room)	Dryer Vent - Missing/Damaged/Inoperable						
Lighting	Missing/Inoperable Fixture						NLT
Outlets/Switches	Missing						LT
	Missing/Broken Cover Plates						LT
Patio/Porch/Balcony	Baluster/Side Railings Damaged						
Smoke Detector	Missing/Inoperable						LT
Stairs	Broken/Damaged/Missing Steps						NLT
	Broken/Missing Hand Railing						NLT
Walls	Bulging/Buckling						
	Damaged						
	Damaged/Deteriorated Trim						
	Peeling/Needs Paint						
	Water Stains/Water Damage/Mold/Mildew						
Windows	Cracked/Broken/Missing Panes						NLT
	Damaged Window Sill						
	Missing/Deteriorated Caulking/Seals/Glazing Compound						
	Inoperable/Not Lockable						NLT
	Peeling/Needs Paint						
	Security Bars Prevent Egress						LT

- In order to accurately categorize a deficiency as a "Level 1", "Level 2" or "Level 3" (including independent Health & Safety items), you must refer to the Final Dictionary of Deficiency Definitions (PASS) Version 2.3, dated 03/08/2000. This document can be found at "http://www.hud.gov/offices/reac/pdf/pass_dict2.3.pdf" (325 Pages, 343 KB)
- Additional clarification to these definitions is contained in the REAC PASS Compilation Bulletin which can be found at "http://www.hud.gov/offices/reac/pdf/pass_bulletin.pdf" (24 Pages, 275 KB)
- Only level 3 is applied to independent Health & Safety deficiencies.
- In the H&S column, NLT is a "Non-Life Threatening" Health & Safety concern whereas LT is a "Life Threatening" concern which calls for immediate attention or remedy and will show up on the Exigent Health and Safety Report at the end of an Inspection.

City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2015-1781

File ID:	2015-1781	**Type:**	Regular Agenda Item	**Status:**	Approved
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	03/31/2015
Brief Title:	Planning Commission Re-Appointment - Corts			**Final Action:**	
				Minute Book Number:	MB2015-102

Title:

Ratify and confirm the Mayor's re-appointment of Judy Corts (Ward 1) to the Planning Commission for a 5-year term (5/12/2015 to 5/12/2020).

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Memo appoint agenda item Corts, Data sheet Corts 2015	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Michael Maret	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/07/2015	Ratify and Confirm				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Carroll to Ratify and confirm the Mayor's re-appointment of Judy Corts (Ward 1) to the Planning Commission for a 5-year term (5/12/2015 to 5/12/2020).

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

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Yea:	5	Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor
ΓEL-No Vote:	0	

Text of Legislative File 2015-1781

Title

Ratify and confirm the Mayor's re-appointment of Judy Corts (Ward 1) to the Planning Commission for a 5-year term (5/12/2015 to 5/12/2020).

Summary

Planning Commission Re-Appointment - Corts

Department
Of
Urban Development

Michael Maret
Planner

Memorandum

Date: March 31, 2015

From: Michael Maret, Planner

To: Mayor Johnny Dupree, Ph. D. and City Council

CC: Pattie Brantley, AICP, Urban Development Director

Re: Re-appointment of Hattiesburg Planning Commissioner – Judy Corts

Attached for your review and consideration are the necessary forms related to the re-appointment of Judy Corts to the Hattiesburg Planning Commission. Judy Corts (Ward 1) resides at 106 Lake Shore Drive.

Judy Corts has served the City of Hattiesburg for several years and her experience on the Commission is very beneficial, she is currently serving as a commissioner. Her current term expires 5-12-2015, and her re-appointment would be effective from 5-12-2015 to 5-12-2020.

Ms. Corts has been contacted and has agreed to serve, if re-appointed.

If there are any questions, please feel free to contact the Planning Department.

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION Hattiesburg Planning Commission

TERM OF OFFICE 5 years PERIOD May 12, 2015 through May 12, 2020

TERM EXPIRED: X OR RESIGNED: _____ LETTER ATTACHED: ___

REPLACES Re-Appointment

NAME OF PROPOSED APPOINTEE Judy Corts

ADDRESS 106 Lake Shore Drive

HOME PHONE NUMBER 601.264.7796 WARD Ward 1

PLACE OF EMPLOYMENT Remax Realty

EMPLOYMENT ADDRESS 119 Mayfair Road

EMPLOYMENT PHONE NO: 601.296.2001 POSITION: Agent

PERSON CONTACTED BY Michael Maret, Planner DATE: 3/30/15

AGREED TO SERVE: Yes DECLINED: _____

City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2015-1780

File ID:	2015-1780	**Type:**	Regular Agenda Item	**Status:**	Removed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	03/31/2015
Brief Title:	Planning Commission Re-Appointment - Pope			**Final Action:**	
				Minute Book Number:	MB2015-102

Title:

Ratify and confirm the Mayor's re-appointment of Annie Pope (Ward 2) to the Planning Commission for a 5-year term (5/12/2015 to 5/12/2020).

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Memo appoint agenda item Pope, Data sheet Pope 2015	**Enactment Number:**	
Contact:		**Meeting Date:**	04/07/2015
Drafter:	Michael Maret	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/07/2015	Remove				
	Action Text: Remove						

Text of Legislative File 2015-1780

Title

Ratify and confirm the Mayor's re-appointment of Annie Pope (Ward 2) to the Planning Commission for a 5-year term (5/12/2015 to 5/12/2020).

Summary

Planning Commission Re-Appointment - Pope

Department
Of
Urban Development

Michael Maret
Planner

Memorandum

Date: March 31, 2015

From: Michael Maret, Planner

To: Mayor Johnny Dupree, Ph. D. and City Council

CC: Pattie Brantley, AICP, Urban Development Director

Re: Re-appointment of Hattiesburg Planning Commissioner – Annie Pope

Attached for your review and consideration are the necessary forms related to the re-appointment of Annie Pope to the Hattiesburg Planning Commission. Annie Pope (Ward 2) resides at 711 Grace Avenue.

Annie Pope has served the City of Hattiesburg for several years and her experience on the Commission is very beneficial, she is currently serving as a commissioner. Her current term expires 5-12-2015, and her re-appointment would be effective from 5-12-2015 to 5-12-2020.

Ms. Pope has been contacted and has agreed to serve, if re-appointed.

If there are any questions, please feel free to contact the Planning Department.

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION Hattiesburg Planning Commission

TERM OF OFFICE 5 years PERIOD May 12, 2015 through May 12, 2020

TERM EXPIRED: X OR RESIGNED: _____ LETTER ATTACHED: ___

REPLACES Re-Appointment

NAME OF PROPOSED APPOINTEE Annie Pope

ADDRESS 711 Grace Avenue

HOME PHONE NUMBER 601.582.9007 WARD Ward 2

PLACE OF EMPLOYMENT Lillie Burney Elementary School

EMPLOYMENT ADDRESS 901 Ida Avenue

EMPLOYMENT PHONE NO: 601.554.3886 POSITION: Substitute Teacher

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PERSON CONTACTED BY Michael Maret, Planner DATE: 3/30/15

AGREED TO SERVE: Yes DECLINED: _____

City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2015-1782

File ID: 2015-1782 **Type:** Regular Agenda Item **Status:** Approved

Version: 1 **Reference:** **In Control:** City Council

File Created: 03/31/2015

Brief Title: Planning Commission Appointment - Miller **Final Action:**

Minute Book Number: MB2015-102-103

Title:

Ratify and confirm the Mayor's appointment of Mark Miller (Ward 3) to the Planning Commission for the remaining portion of a 5-year term (4/7/2015 to 5/12/2018).

Notes:

Sponsors: **Enactment Date:**

Attachments: Memo appoint agenda item Miller, Data sheet Miller 2015 **Enactment Number:**

Contact: **Meeting Date:**

Drafter: Michael Maret **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/07/2015	Ratify and Confirm				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Ratify and confirm the Mayor's appointment of Mark Miller (Ward 3) to the Planning Commission for the remaining portion of a 5-year term (4/7/2015 to 5/12/2018).

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

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

ΓEL-No Vote: 0

Text of Legislative File 2015-1782

Title

Ratify and confirm the Mayor's appointment of Mark Miller (Ward 3) to the Planning Commission for the remaining portion of a 5-year term (4/7/2015 to 5/12/2018).

Summary

Planning Commission Appointment - Miller

Department
Of
Urban Development

Michael Maret
Planner

Memorandum

Date: March 31, 2015

From: Michael Maret, Planner

To: Mayor Johnny Dupree, Ph. D. and City Council

CC: Pattie Brantley, AICP, Urban Development Director

Re: Appointment of Hattiesburg Planning Commissioner – Mark Miller

Attached for your review and consideration are the necessary forms related to the appointment of Mark Miller to the Hattiesburg Planning Commission. Mark Miller (Ward 3) resides at 107 Merianne Drive.

Mark Miller is currently a Professor of Geography at the University of Southern Mississippi. His experience in a related field of study would be beneficial to the Commission. The Hattiesburg Planning Commission is an eleven body board which currently holds nine appointed individuals. Mr. Miller would replace former commissioner John Blanks whose current term expires 5-12-2018, and his appointment would be effective from 4-7-2015 to 5-12-2018.

Mr. Miller has been contacted and has agreed to serve, if appointed.

If there are any questions, please feel free to contact the Planning Department.

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION Hattiesburg Planning Commission

TERM OF OFFICE 5 years PERIOD April 7, 2015 through May 12, 2018

TERM EXPIRED: _____ OR RESIGNED: _____ LETTER ATTACHED: ___

REPLACES John Blanks (Ward 3)

NAME OF PROPOSED APPOINTEE Mark Miller

ADDRESS 107 Merianne Drive

HOME PHONE NUMBER 601.818.6608 WARD Ward 3

PLACE OF EMPLOYMENT University of Southern Mississippi

EMPLOYMENT ADDRESS 118 College Drive #5051, Hattiesburg, MS 39406

EMPLOYMENT PHONE NO: 601.266.4729 POSITION: Professor of Geography

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PERSON CONTACTED BY Michael Maret, Planner DATE: 3/30/15

AGREED TO SERVE: Yes DECLINED: _____

City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2015-1766

File ID: 2015-1766 **Type:** Regular Agenda Item **Status:** Agenda Ready

Version: 1 **Reference:** **In Control:** City Council

File Created: 03/23/2015

Brief Title: Enter into a maintenance agreement with Innovative Service Solutions, LLC to provide maintenance on four (4) Automatic External Defribrillators for the Public Works

Final Action:

Minute Book Number: MB2015-104

Title:

Authorize Mayor to enter into a maintenance agreement between the City of Hattiesburg and Innovative Service Solutions, LLC to provide maintenance on four (4) Automatic External Defribrillators for Public Works at an annual cost of $760.00.

Notes:

Sponsors:

Enactment Date:

Attachments: Innovative Service Solutions, LLC, executed
Innovative Service Solutions, LLC

Enactment Number:

Contact:

Meeting Date: 04/07/2015

Drafter: Kimberly Moore

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/07/2015					

Text of Legislative File 2015-1766

Title

Authorize Mayor to enter into a maintenance agreement between the City of Hattiesburg and Innovative Service Solutions, LLC to provide maintenance on four (4) Automatic External Defribrillators for Public Works at an annual cost of $760.00.

Summary

Maintenance agreement with Innovative Service Solutions, LLC for four (4) Automatic External Defribrillators for Public Works.

Innovative Service Solutions, LLC
21 Elms Court
Hattiesburg, MS 39402
(601) 261-0627 (Office) (601) 264-7679 (Fax)

CUSTOMER CONTACT INFORMATION

Company Name: _____

Contact: _____

Address: _____

_____

_____

_____

Telephone: _____

Fax: _____

Email: _____

INVOICES SHOULD BE DIRECTED TO:

Address: _____

_____

_____

_____

Attention: _____

Purchase Order Number (if required by customer) _____

A "Frontline" Biomedical Company

INNOVATIVE
SERVICE
SOLUTIONS, LLC

21 Elms Court
Hattiesburg, MS, 39402
(601) 261-0627

Maintenance Management Program Agreement

Between

Innovative Service Solutions, LLC
21 Elms Court, Hattiesburg, MS 39402•Office (601) 261-0627 Fax (601) 264-7679

and

City of Hattiesburg Public Works Department
P.O. Box 1898 Hattiesburg, MS 39403-1898 Office (601) 545-4648 Fax (601) 545-4658

THIS AGREEMENT, is made on this _____ day of _____, _____ by and between INNOVATIVE SERVICE SOLUTIONS, LLC (hereinafter referred to as "ISS") and CITY OF HATTIESBURG PUBLIC WORKS DEPARTMENT (hereinafter referred to as "Customer") , who do hereby covenant, contract and agree as follows:

The following agreement for services constitutes an independent contract for medical equipment repair and maintenance services to be performed by ISS on behalf of Customer.

A. EFFECTIVE DATE AND TERM

This agreement shall become effective upon acceptance by both parties, and will continue in full force for a period as designated on Schedule "B" (AGREEMENT TERM AND PAYMENT), attached hereto. The agreement will automatically renew for the designated term, unless terminated by either party with written notice of termination at least sixty (60) days prior to the expiration of each term.

B. ADDITIONAL EQUIPMENT

This Agreement shall be applicable to such equipment as shown on the attached Schedule 'A' (EQUIPMENT INVENTORY), attached hereto, and made a part of this Agreement. ISS reserves the right to delete from Schedule "A" any and all equipment which ISS, at its sole discretion, determines to be unqualified for service under this Agreement.

During the term of this Agreement, and upon written consent by ISS, additional equipment may be included under this Agreement as may be required by Customer, under the same terms and conditions as contained herein. Schedule 'A' shall be modified to reflect any and all such additions, and ISS shall adjust the charges accordingly.

Should initial repairs be requested and required by Customer to put equipment in good and sound operating condition, the amount due for such initial repairs shall be separately invoiced at a rate equal to the then current hourly labor rates of ISS, in addition to equipment parts at the then current list price of such parts.

C. SCHEDULED SERVICE

ISS shall notify Customer of the date and time of each scheduled service (Scheduled Service Date) several days prior thereto, and Customer shall make said Equipment available to ISS at the time specified in such notice, for such period of time as is reasonably necessary to complete the service. Equipment not made available at the time specified by ISS shall be serviced on the next available service date, unless specific arrangements are made with ISS, which may include additional charges.

ISS shall provide scheduled maintenance services on the Equipment described on Schedule ' A' attached hereto two (2) times each year and shall schedule service dates as regularly as possible.

D. SERVICES TO BE PERFORMED

Asset tags will be assigned to each piece of equipment. Equipment file folders sorted by Asset tags will be provided. Individual work orders listing Asset tag, Manufacture, Model, Serial, Description and work completed will be provided for historical record.

Facility inventory of equipment described in Schedule "A" will be maintained and kept on-site. Representation will be provided in person or in writing to the vendors, JCAHO, State and Local governing bodies and committees as dictated by the applicable law and best interests and wishes of the "Customer". On each scheduled service date, ISS shall inspect, and perform electrical safety checks on all equipment described on Schedule "A". Operating supplies, parts, accessories and unscheduled service calls, if any, are not provided under this Agreement.

This Agreement is not applicable to any service or repair made necessary by abuse, misuse, negligence, accident, catastrophe, act of God, or any malfunction resulting from faulty maintenance, improper repair, damage, and/or alterations by anyone other than ISS.

E. UNSCHEDULED SERVICE OR EMERGENCY SERVICE

If Customer desires ISS to replace or repair defective equipment or parts, or if services and/or repairs are needed in addition to the requirements as set forth in this Agreement, such services will be billed at the then current hourly labor rates of ISS. In some cases, equipment failures may require involvement of service vendors other than ISS in order to expedite the repair. In such cases, the vendor charges will remain the responsibility of the Customer.

Emergency service calls are not provided for in this Agreement and are subject to the availability of a representative of ISS. Such service calls will be billed at the then current hourly labor rates of ISS times 1.5, i.e. (weekends and holidays).

F. WARRANTY AND LIABILITY

Maintenance service of ISS is warranted to be free of defects in workmanship at the time said service is performed, and shall conform, at such time, to the description thereof contained in this Agreement and any and all attachments hereto. In the event the maintenance service is not performed as herein described, ISS shall restore the Equipment to good, sound operating condition. No other warranty is expressed or implied.

Customer agrees to defend and hold harmless ISS as to any and all actions for damages of any kind of nature whatsoever including but not limited to damages for wrongful death, personal injury and/or damage to property resulting from or in anyway related to maintenance services provided by ISS pursuant to this agreement.

G. CUSTOMER MAINTENANCE

Customer hereby agrees to provide routine operator maintenance as specified in the Operating Manual and accompanying labels and/or inserts for each item of Equipment.

H. CUSTOMERS ACCEPTANCE

The undersigned is authorized and empowered to make this commitment and does hereby represent and guarantee that all terms, conditions, and provisions of this Agreement are acceptable.

I. AMENDMENT TO AGREEMENT

Any amendment or modification of this Agreement or the provisions hereof, shall be effective only if made in writing, executed by parties of equal dignity with the signatories hereto.

J. CONFIDENTIAL INFORMATION

Except as otherwise required by law or as otherwise necessary to comply with the provisions of this Agreement, neither party shall disclose any data, reports, or other confidential or proprietary information of the other, including, but not limited to, any of the provisions of this Agreement. The provisions of this Section shall survive the expiration or termination of this Agreement for any reason.

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and in compliance with the Standards for Privacy of Individually Identifiable Health Information contained therein, ISS shall not use or further disclose any Protected Health information received by CUSTOMER other than as permitted or required by this Agreement for as otherwise required by law.

ISS shall use appropriate safeguards, as determined to be mutually acceptable by both ISS and CUSTOMER, to prevent the use or disclosure of Protected Health Information other than as provided for by this Agreement.

INNOVATIVE SERVICE SOLUTIONS, LLC	CITY OF HATTIESBURG PUBLIC WORKS DEPARTMENT
By: _____	By: _____
Print: Robert H. Ward	Print: _____
Title: Owner/President	Title: _____
Date: January 12, 2015	Date: _____

SCHEDULE 'A'

EQUIPMENT INVENTORY

Innovative Service Solutions, LLC, referred to in this Agreement as ISS, agrees to render service to:

City of Hattiesburg Public Works Department
P.O. Box 1898, Hattiesburg, MS 39403-1898
Office (601) 545-4648 Fax (601) 545-4658

referred to in this Agreement as Customer.

ID#	Manufacturer	Model	Serial Number	Description	Location
0001	Cardiac Science	Powerheart AED G3 Plus	6004984	AED	Public Works, Building Name, TBD, Address TBD
0002	Cardiac Science	Powerheart AED G3 Plus	6004760	AED	Public Works, Building Name, TBD, Address TBD
0003	Cardiac Science	Powerheart AED G3 Plus	6005260	AED	Public Works, Building Name, TBD, Address TBD
0004	Cardiac Science	Powerheart AED G3 Plus	6005217	AED	Public Works, Building Name, TBD, Address TBD

THANK YOU FOR YOUR BUSINESS!

INNOVATIVE SERVICE SOLUTIONS, LLC, Hattiesburg, MS 39402
(601) 261-0627 (Office) (601) 264-7679 (Fax)

A "FRONTLINE" BIOMEDICAL COMPANY

SCHEDULE 'B'

AGREEMENT TERM AND PAYMENT

Innovative Service Solutions, LLC, referred to in this Agreement as ISS, agrees to render service to:

City of Hattiesburg Public Works Department
P.O. Box 1898, Hattiesburg, MS 39403-1898
Office (601) 545-4648 Fax (601) 545-4658

referred to in this Agreement as Customer.

CONTRACT TERM	**PAYMENT INTERVAL**
1 Year ($760.00 /Annual)	Billed Semi Annually ($380.00)

Please sign as indicated below and date.

By: _____

_____
(Print Name & Title

Date: _____

THANK YOU FOR YOUR BUSINESS!

INNOVATIVE SERVICE SOLUTIONS, LLC, Hattiesburg, MS 39402
(601) 261-0627 (Office) (601) 264-7679 (Fax)

A "FRONTLINE" BIOMEDICAL COMPANY

INNOVATIVE
SERVICE
SOLUTIONS, LLC

21 Elms Court
Hattiesburg, MS, 39402
(601) 261-0627

Maintenance Management Program Agreement

Between

Innovative Service Solutions, LLC
21 Elms Court, Hattiesburg, MS 39402•Office (601) 261-0627 Fax (601) 264-7679

and

City of Hattiesburg Public Works Department
P.O. Box 1898 Hattiesburg, MS 39403-1898 Office (601) 545-4648 Fax (601) 545-4658

THIS AGREEMENT, is made on this _____ day of _____, _____ by and between INNOVATIVE SERVICE SOLUTIONS, LLC (hereinafter referred to as "ISS") and CITY OF HATTIESBURG PUBLIC WORKS DEPARTMENT (hereinafter referred to as "Customer") , who do hereby covenant, contract and agree as follows:

The following agreement for services constitutes an independent contract for medical equipment repair and maintenance services to be performed by ISS on behalf of Customer.

A. EFFECTIVE DATE AND TERM

This agreement shall become effective upon acceptance by both parties, and will continue in full force for a period as designated on Schedule "B" (AGREEMENT TERM AND PAYMENT), attached hereto. The agreement will automatically renew for the designated term, unless terminated by either party with written notice of termination at least sixty (60) days prior to the expiration of each term.

B. ADDITIONAL EQUIPMENT

This Agreement shall be applicable to such equipment as shown on the attached Schedule 'A' (EQUIPMENT INVENTORY), attached hereto, and made a part of this Agreement. ISS reserves the right to delete from Schedule "A" any and all equipment which ISS, at its sole discretion, determines to be unqualified for service under this Agreement.

During the term of this Agreement, and upon written consent by ISS, additional equipment may be included under this Agreement as may be required by Customer, under the same terms and conditions as contained herein. Schedule 'A' shall be modified to reflect any and all such additions, and ISS shall adjust the charges accordingly.

Should initial repairs be requested and required by Customer to put equipment in good and sound operating condition, the amount due for such initial repairs shall be separately invoiced at a rate equal to the then current hourly labor rates of ISS, in addition to equipment parts at the then current list price of such parts.

C. SCHEDULED SERVICE

ISS shall notify Customer of the date and time of each scheduled service (Scheduled Service Date) several days prior thereto, and Customer shall make said Equipment available to ISS at the time specified in such notice, for such period of time as is reasonably necessary to complete the service. Equipment not made available at the time specified by ISS shall be serviced on the next available service date, unless specific arrangements are made with ISS, which may include additional charges.

ISS shall provide scheduled maintenance services on the Equipment described on Schedule ' A' attached hereto two (2) times each year and shall schedule service dates as regularly as possible.

D. SERVICES TO BE PERFORMED

Asset tags will be assigned to each piece of equipment. Equipment file folders sorted by Asset tags will be provided. Individual work orders listing Asset tag, Manufacture, Model, Serial, Description and work completed will be provided for historical record.

Facility inventory of equipment described in Schedule "A" will be maintained and kept on-site. Representation will be provided in person or in writing to the vendors, JCAHO, State and Local governing bodies and committees as dictated by the applicable law and best interests and wishes of the "Customer". On each scheduled service date, ISS shall inspect, and perform electrical safety checks on all equipment described on Schedule "A". Operating supplies, parts, accessories and unscheduled service calls, if any, are not provided under this Agreement.

This Agreement is not applicable to any service or repair made necessary by abuse, misuse, negligence, accident, catastrophe, act of God, or any malfunction resulting from faulty maintenance, improper repair, damage, and/or alterations by anyone other than ISS.

E. UNSCHEDULED SERVICE OR EMERGENCY SERVICE

If Customer desires ISS to replace or repair defective equipment or parts, or if services and/or repairs are needed in addition to the requirements as set forth in this Agreement, such services will be billed at the then current hourly labor rates of ISS. In some cases, equipment failures may require involvement of service vendors other than ISS in order to expedite the repair. In such cases, the vendor charges will remain the responsibility of the Customer.

Emergency service calls are not provided for in this Agreement and are subject to the availability of a representative of ISS. Such service calls will be billed at the then current hourly labor rates of ISS times 1.5, i.e. (weekends and holidays).

F. WARRANTY AND LIABILITY

Maintenance service of ISS is warranted to be free of defects in workmanship at the time said service is performed, and shall conform, at such time, to the description thereof contained in this Agreement and any and all attachments hereto. In the event the maintenance service is not performed as herein described, ISS shall restore the Equipment to good, sound operating condition. No other warranty is expressed or implied.

Customer agrees to defend and hold harmless ISS as to any and all actions for damages of any kind of nature whatsoever including but not limited to damages for wrongful death, personal injury and/or damage to property resulting from or in anyway related to maintenance services provided by ISS pursuant to this agreement.

G. CUSTOMER MAINTENANCE

Customer hereby agrees to provide routine operator maintenance as specified in the Operating Manual and accompanying labels and/or inserts for each item of Equipment.

H. CUSTOMERS ACCEPTANCE

The undersigned is authorized and empowered to make this commitment and does hereby represent and guarantee that all terms, conditions, and provisions of this Agreement are acceptable.

I. AMENDMENT TO AGREEMENT

Any amendment or modification of this Agreement or the provisions hereof, shall be effective only if made in writing, executed by parties of equal dignity with the signatories hereto.

J. CONFIDENTIAL INFORMATION

Except as otherwise required by law or as otherwise necessary to comply with the provisions of this Agreement, neither party shall disclose any data, reports, or other confidential or proprietary information of the other, including, but not limited to, any of the provisions of this Agreement. The provisions of this Section shall survive the expiration or termination of this Agreement for any reason.

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and in compliance with the Standards for Privacy of Individually Identifiable Health Information contained therein, ISS shall not use or further disclose any Protected Health information received by CUSTOMER other than as permitted or required by this Agreement for as otherwise required by law.

ISS shall use appropriate safeguards, as determined to be mutually acceptable by both ISS and CUSTOMER, to prevent the use or disclosure of Protected Health Information other than as provided for by this Agreement.

INNOVATIVE SERVICE SOLUTIONS, LLC	CITY OF HATTIESBURG PUBLIC WORKS DEPARTMENT
By: _____	By: _____
Print: Robert H. Ward	Print: Johnny L. DuPree
Title: Owner/President	Title: Mayor
Date: January 12, 2015	Date: 4-7-15

SCHEDULE 'A'

EQUIPMENT INVENTORY

Innovative Service Solutions, LLC, referred to in this Agreement as ISS, agrees to render service to:

City of Hattiesburg Public Works Department
P.O. Box 1898, Hattiesburg, MS 39403-1898
Office (601) 545-4648 Fax (601) 545-4658

referred to in this Agreement as Customer.

ID#	Manufacturer	Model	Serial Number	Description	Location
0001	Cardiac Science	Powerheart AED G3 Plus	6004984	AED	Public Works, Building Name, TBD, Address TBD
0002	Cardiac Science	Powerheart AED G3 Plus	6004760	AED	Public Works, Building Name, TBD, Address TBD
0003	Cardiac Science	Powerheart AED G3 Plus	6005260	AED	Public Works, Building Name, TBD, Address TBD
0004	Cardiac Science	Powerheart AED G3 Plus	6005217	AED	Public Works, Building Name, TBD, Address TBD

THANK YOU FOR YOUR BUSINESS!

INNOVATIVE SERVICE SOLUTIONS, LLC, Hattiesburg, MS 39402
(601) 261-0627 (Office) (601) 264-7679 (Fax)

A "FRONTLINE" BIOMEDICAL COMPANY

SCHEDULE 'B'

AGREEMENT TERM AND PAYMENT

Innovative Service Solutions, LLC, referred to in this Agreement as ISS, agrees to render service to:

City of Hattiesburg Public Works Department
P.O. Box 1898, Hattiesburg, MS 39403-1898
Office (601) 545-4648 Fax (601) 545-4658

referred to in this Agreement as Customer.

CONTRACT TERM	**PAYMENT INTERVAL**
1 Year ($760.00 /Annual)	Billed Semi Annually ($380.00)

Please sign as indicated below and date.

By: _____

Johnny L. DuPree, Mayor
(Print Name & Title

Date: 4-7-15

THANK YOU FOR YOUR BUSINESS!

INNOVATIVE SERVICE SOLUTIONS, LLC, Hattiesburg, MS 39402
(601) 261-0627 (Office) (601) 264-7679 (Fax)

A "FRONTLINE" BIOMEDICAL COMPANY

City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2015-1774

File ID: 2015-1774 **Type:** Regular Agenda Item **Status:** Agenda Ready

Version: 2 **Reference:** **In Control:** City Council

File Created: 03/30/2015

Brief Title: Authorize Mayor to renew maintenance agreement between the City of Hattiesburg and Owens Business Machines for Maintenance on copier located in HCT

Final Action:

Minute Book Number: MB2015-104

Title:

Authorize Mayor to renew maintenance agreement between the City of Hattiesburg and Owens Business Machines for Maintenance on copier located in HCT for the period beginning March 1, 2015 at a cost not to exceed $400.00

Notes:

Sponsors: **Enactment Date:**

Attachments: 04-07-15-HCT Copier Maint-Owens **Enactment Number:**

Contact: **Meeting Date:** 04/07/2015

Drafter: Michael Pope **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	04/07/2015					

Text of Legislative File 2015-1774

Title

Authorize Mayor to renew maintenance agreement between the City of Hattiesburg and Owens Business Machines for Maintenance on copier located in HCT for the period beginning March 1, 2015 at a cost not to exceed $400.00

Summary

Authorize Mayor to renew maintenance agreement between the City of Hattiesburg and Owens Business Machines for Maintenance on copier located in HCT

Mayor
Johnny L. DuPree, Ph.D.

Council - Ward 1	Council - Ward 2	Council - Ward 3	Council - Ward 4	Council - Ward 5
Kim Bradley	*Deborah Denard Delgado*	*Carter Carroll*	*Mary Dryden*	*Henry Naylor*

MEMORANDUM

Date: March 15, 2015

To: Mayor and Council

From: Vincent Nelms, Division Manager HCT

RE: **Maintenance Contract**

This memo is to request authority to purchase an annual maintenance contract for a copier located in the Hub City Transit Department with Owens Business Machines, Inc. This contract will be a continuing fee for twelve (12) months.

Thank you for your consideration, and please let me know if additional information is needed.

VN/sb

5990

OWENS BUSINESS MACHINES, INC.
2108 HARDY STREET
HATTIESBURG MS 39401

I N V O I C E

Telephone #: 601-544-3444

Customer# CIT300

Invoice# 283288

Bill To:
CITY OF HATTIESBURG
ACCOUNTING
P. O. BOX 1898
HATTIESBURG MS 39401

Ship To:
CITY OF HBG - HUB CITY TRANSIT
1001 SOUTH TIPTON STREET
HATTIESBURG MS 39401

Invoice/Dt	Order #	Customer P.O.	Terms	SalesPerson
02/27/15	171876	ANNUAL MAINT	NET 15 DAYS	
		For: 03/01/15 - 02/28/16		SAM HOGUE

QUANTITY	U/M	ITEM/DESCRIPTION	DISC	UNIT PRICE	AMOUNT
		Contract#: 6			
		CANON IR2270 SN: SLH36246			
		MAINTENANCE CONTRACT			
	EA	BASERATE			360.00
		CANON IMAGERUNNER 2270 COPIER			
		Equipment ID Serial No			
		IR2270 SLH36246			
		Subtotal			360.00
		Total Due			360.00

City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2015-1778

File ID: 2015-1778 **Type:** Regular Agenda Item **Status:** Agenda Ready

Version: 1 **Reference:** **In Control:** City Council

File Created: 03/31/2015

Brief Title: Acknowledge receipt of the unadvertised bid purchase docket for the period of February 24, 2015 through March 30, 2015

Final Action:

Minute Book Number: MB2015-104

Title:

Acknowledge receipt of the unadvertised bid purchase docket for the period of February 24, 2015 through March 30, 2015 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972

Notes:

Sponsors:

Enactment Date:

Attachments: 04-07-UAB Docket

Enactment Number:

Contact:

Meeting Date: 04/07/2015

Drafter:

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/07/2015					

Text of Legislative File 2015-1778

Title

Acknowledge receipt of the unadvertised bid purchase docket for the period of February 24, 2015 through March 30, 2015 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972

Summary

Acknowledge receipt of the unadvertised bid purchase docket for the period of February 24, 2015 through March 30, 2015

Mayor
Johnny L. DuPree, Ph.D.

Council - Ward 1	Council - Ward 2	Council - Ward 3	Council - Ward 4	Council - Ward 5
Kim Bradley	*Deborah Denard Delgado*	*Carter Carroll*	*Mary Dryden*	*Henry Naylor*

MEMORANDUM

TO: Mayor and Council

FROM: Michael Pope, Purchasing Department

DATE: March 31, 2015

SUBJECT: Unadvertised Bid Docket Acknowledgment

Attached is the purchase docket for the period of February 24, 2015, through March 30, 2015 covering purchases requiring the obtaining of a minimum of two bids as defined in Section 31-7-13 (B) of the Mississippi Code.

This report is submitted for your review and acknowledgment on the minutes of the City Council. Should there be any questions, please do not hesitate to contact my office.

MAP

SUCCESSFUL BID/ OTHER BID	BID RECEIVED	BID AWARDED	BID AMOUNT	PURCHASE ORDER	ITEM DESCRIPTION
POWELL CONSTRUCTION SERVICES INC	02/26/15	02/26/15	28,180.00	150053	USM TRAFFIC SIGNAL UPGRADE
CHAIN ELECTRIC COMPANY	02/26/15	02/26/15	30,990.00		
ECONOMY SUPPLY CO	02/27/15	02/27/15	1,751.86	150094	EASTSIDE PAVILION-METAL ROOFING
AMERICAN STEEL LINE BUILDING SUPPLY LLC	02/27/15	02/27/15	1,774.50		
CERTIFIED LABORATORIES	02/27/15	02/27/15	9,872.50	150097	WEED KILLER/CITYWIDE USE
MANTEK	02/27/15	02/27/15	10,230.00		
INTERIOR EXTERIOR BUILDING SUPPLY	03/05/15	03/05/15	7,070.00	150262	DAHMER POOL/FIELD #2 RESTROOMS-PARTITIONS
ECONOMY SUPPLY CO	03/05/15	03/05/15	7,995.00		

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 02/26/15

PO No. - 150053

Req No. - 2166

VENDOR MAILING:
POWELL CONSTRUCTION SERVICES INC
17300 SPRINGLAKE DR W
VANCLEAVE MS 39565-8145

BEECH, JANET (601) 5454541
MINUTE BOOK # PENDING
VENDOR # 00082103

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROCESSING CODE:

SEND METHOD 1 (228)8260602

PROJECT LINE: USM TRAFFIC SIGNAL UPGRADE

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
072201.7295.55	TRAFFIC SIGNALS AT WEST 4TH STREET & GOLDEN EAGLE AVE UPGRADE/INSTALL TRAFFIC SIGNALS 230' -4" HORIZONTAL BORE PIPE QTY 1 - CABINET FOUNDATION INSTALLED QTY 2 - POLE FOUNDATION INSTALLED QTY 2 - SET MAST ARMS QTY 2 - PED BASE INSTALLED	1.00	EA	28,180.0000	28,180.00

CITY OF HATTIESBURG MISSISSIPPI 1884

TOTAL CONTRACT AMOUNT NOT TO EXCEED 28,180.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

02/26/2015 THU 12:39 FAX 6015456642 COH ENGINEERING DEPT --> PURCH 001/001
02/26/2015 THU 9:34 FAX 6015456661 Hattiesburg Purchasing 002/003
02/26/2015 FRI 11:08 FAX 6015456661 Hattiesburg Purchasing 003/003
Feb 25 15 02:24p p.1
228-826-0802

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 2/20/15
Order Number . . 2165 00

POWELL CONSTRUCTION SERVI
17300 SPRINGLAKE DR W
VANCLEAVE MS 39565-8145

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME Powell Construction Services Inc

SIGNATURE William E Powell DATE 2/24/2015 Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: USM TRAFFIC SIGNAL UPGRADE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
TRAFFIC SIGNALS AT WEST 4TH STREET & GOLDEN EAGLE AVE UPGRADE/INSTALL TRAFFIC SIGNALS 230' -6" HORIZONTAL BORE PIPE QTY 1 - CABINET FOUNDATION INSTALLED QTY 2 - POLE FOUNDATION INSTALLED QTY 2 - SET MAST ARMS QTY 2 - PED BASE INSTALLED	02/20/15	1.00	EA	$28,180.00	$28,180.00	3/10/15	2/23/15

TOTAL BID PRICE $28,180.00

RECEIVED
FEB 26 2015
Verlinda Underwood
AWARDED

02/24/2015 TUE 14:52 FAX 6015451421 CHAIN ELECTRIC ☑002/002
02/20/2015 FRI 11:06 FAX 6019486661 Hattiesburg Purchasing ☑003/003

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 2/20/15
Order Number . . 2166 OQ

CHAIN ELECTRIC COMPANY
PO BOX 2058
HATTIESBURG MS 39403-2058

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME Harvey Simmons

SIGNATURE Harvey Simmons DATE 2-24-15

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: US49 TRAFFIC SIGNAL UPGRADE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
TRAFFIC SIGNALS AT WEST 4TH STREET & GOLDEN EAGLE AVE UPGRADE/INSTALL TRAFFIC SIGNALS 230' -4" HORIZONTAL BORE PIPE QTY 1 - CABINET FOUNDATION INSTALLED QTY 2 - POLE FOUNDATION INSTALLED QTY 2 - SET MAST ARMS QTY 2 - PED BASE INSTALLED	02/20/15	1.00	EA	$30,990.00	$30,990.00	4-3-15	4-10-15

TOTAL BID PRICE $30,990.00

RECEIVED
FEB 26 2015

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Date - 02/27/15

PO No. - 150094

Req No. - 2164

VENDOR MAILING:
ECONOMY SUPPLY COMPANY
200 SECOND ST
PO BOX 1128
HATTIESBURG MS 39403-1128

JONES, ANN (601) 5454661
MINUTE BOOK # PENDING
VENDOR # 00001392

SHIP TO :
CITY OF HATTIESBURG
EASTSIDE PARK
1009 REBECCA AVENUE
HATTIESBURG MS 39401

PROCESSING CODE:

SEND METHOD 0 ( )

PROJECT LINE: EASTSIDE PAVILION-METAL ROOFING

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
002300.7256.04	26 GAUGE PRIME RLoc Metal Roofing size 15 Feet 8 Inches	18.00	PC	40.7400	733.32
002300.7256.04	26 GAUGE PRIME RLoc Metal Roofing 12 Feet 8 Inches	8.00	PC	32.9400	263.52
002300.7256.04	26 GAUGE PRIME RLoc Metal Roofing Size 9 Feet 6 Inches	8.00	PC	24.7000	197.60
002300.7256.04	26 GAUGE PRIME RLoc Metal Roofing Size 6 Feet 4 Inches	8.00	PC	16.4800	131.84
002300.7256.04	26 GAUGE PRIME RLoc Metal Roofing Size 3 Feet 2 Inches	8.00	PC	8.2400	65.92
002300.7256.04	26 GAUGE EAVE LONG Size 10 Feet 2 Inches	15.00	PC	11.5000	172.50
002300.7256.04	26 GAUGE RIDGE Universal Size 10 Feet 2 Inches	2.00	PC	26.4400	52.88
002300.7256.04	WOOD SCREWS 1.5" (250 per bag) to match metal	6.00	BC	22.3800	134.28

Exact Color to be selected by City of Hattiesburg before Vendor orders any material

TOTAL CONTRACT AMOUNT NOT TO EXCEED 1,751.86

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 2/20/15
Order Number . . . 2164 CQ

ECONOMY SUPPLY COMPANY
200 SECOND ST
PO BOX 1128
HATTIESBURG MS 39403-1128

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME Mark S. Bond

SIGNATURE Mark S. Bond DATE 2/26/15

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: EASTSIDE PAVILION-METAL ROOFING

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
26 GAUGE PRIME RLoc Metal Roofing size 15 Feet 8 Inches	02/19/15	18.00	PC	40.74	733.32	3/2/15	3/16/15
26 GAUGE PRIME RLoc Metal Roofing 12 Feet 8 Inches	02/19/15	8.00	PC	32.94	263.52	3/2/15	3/16/15
26 GAUGE PRIME RLoc Metal Roofing Size 9 Feet 6 Inches	02/19/15	8.00	PC	24.70	197.60	3/2/15	3/16/15
26 GAUGE PRIME RLoc Metal Roofing Size 6 Feet 4 Inches	02/19/15	8.00	PC	16.48	131.84	3/2/15	3/16/15
26 GAUGE PRIME RLoc Metal Roofing Size 3 Feet 2 Inches	02/19/15	8.00	PC	8.24	65.92	3/2/15	3/16/15
26 GAUGE EAVE LONG Size 10 Feet 2 Inches	02/19/15	15.00	PC	11.50	172.50	3/2/15	3/16/15

02/26/2015 13:28 6015446960 PAGE 01/02

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 2
Date - 2/20/15
Order Number . . 2164 QQ

PROJECT LINE: EASTSIDE PAVILION-METAL ROOFING

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
26 GAUGE RIDGE Universal Size 10 Feet 2 Inches	02/19/15	2.00	PC	26.44	52.88	3/2/15	3/16/15
WOOD SCREWs 1.5" (250 per bag) to match metal	02/19/15	6.00	BG	22.38	134.28	3/2/15	3/16/15

Exact Color to be selected by City of Hattiesburg before vendor orders any material

TOTAL BID PRICE 1751.86

2-27-15

RECEIVED
FEB 27 2015
Verlina Underwood
AWARDED

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 2/20/15
Order Number . . 2164 OQ

001/002

AMERICAN STEEL LINE BUILD
5689 US HIGHWAY 49 S
HATTIESBURG MS 39401-7821

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME ROBERT HENKLOTZ

Phone Number . . 601 5454512

SIGNATURE [signature] DATE 02/20/2015 Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: EASTSIDE PAVILION-METAL ROOFING

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
26 GAUGE PRIME RLoc Metal Roofing size 15 Feet 8 Inches	02/19/15	18.00	PC	38.36	690.48	02/26	03/24/15
26 GAUGE PRIME RLoc Metal Roofing 12 Feet 8 Inches	02/19/15	8.00	PC	31.01	248.08		
26 GAUGE PRIME RLoc Metal Roofing Size 9 Feet 6 Inches	02/19/15	8.00	PC	23.26	186.08		
26 GAUGE PRIME RLoc Metal Roofing Size 6 Feet 4 Inches	02/19/15	8.00	PC	15.51	124.08		
26 GAUGE PRIME RLoc Metal Roofing Size 3 Feet 2 Inches	02/19/15	8.00	PC	7.75	62.00		
26 GAUGE EAVE LONG Size 10 Feet 2 Inches	02/19/15	15.00	PC	17.92	268.80		

AMERICAN STEEL LINE

02/20/2015 13:43 FAX 6015849906

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 2
Date - 2/20/15
Order Number . . 2164 OQ

PROJECT LINE: EASTSIDE PAVILION-METAL ROOFING

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
26 GAUGE RIDGE Universal Size 10 Feet 2 Inches	02/19/15	2.00	PC	45.26	90.52	02/26/15	03/24/15
WOOD SCREWS 1.5" (250 per bag) to match metal	02/19/15	6.00	BC	17.41	104.46	S	S

Exact Color to be selected by City of Hattiesburg before Vendor orders any material

Price IS for material picked up AT American Steel Line.

Robert J Duffy

TOTAL BID PRICE 1774.50

RECEIVED
FEB 27 2015

02/20/2015 13:43 FAX 6015849906 AMERICAN STEEL LINE 002/002

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 02/27/15

PO No. - 150097

Req No. - 2165

VENDOR MAILING:
CERTIFIED LABORATORIES
ATTN ED ASSAF
1004 RICHBURG RD
HATTIESBURG MS 39402-9054

MOORE, KIMBERLY (601) 5828594
MINUTE BOOK # PENDING
VENDOR # 90001197

SHIP TO :
CITY OF HATTIESBURG
PUBLIC WORKS DEPT
1202 JAMES STREET
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: WEED KILLER/CITYWIDE USE

SEND METHOD 1 (601)5832426

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001250.5130	TRAILBLAZER	110.00	GA	89.7500	9,872.50

TOTAL CONTRACT AMOUNT NOT TO EXCEED 9,872.50

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 2/20/15
Order Number . . 2165 QQ

CERTIFIED LABORATORIES
ATTN ED ASSAF
1004 RICHBURG RD
HATTIESBURG MS 39402-9054

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W PRENT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME Ed Assaf

SIGNATURE Ed Assaf DATE 2-20-15

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: WEED KILLER/CITYWIDE USE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Expended Cost	Delivery Date	Expired Date
TRAILBLAZER	02/20/15	110.00	EA	[redacted]2.597.5	9,872.50	3-27-15	3-27-15

TOTAL BID PRICE $9,872.50

RECEIVED
FEB 27 2015
Verlina Underwood
AWARDED

43530

FEB 25 2015

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. . . . . : 1
Date . . . . . : 2/20/15
Order Number . . : 2165 QQ

MANTEK
PO BOX 660196
DALLAS TX 75266-0196

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME A. McSetford

SIGNATURE A. McSetford DATE 25 FEB 15

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: WEED KILLER/CITYWIDE USE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
TRAILBLAZER	02/20/15	110.00	GA	$93.00 gal	10,230.00	STARO	

TOTAL BID PRICE 10,230.00

RECEIVED
FEB 27 2015

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
NCH Corporation

Business name/disregarded entity name, if different from above
Mantek Division

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) 5
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
PO Box 152170

Requester's name and address (optional)

City, state, and ZIP code
Irving, TX 75015-2170

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–				

Employer identification number
7	5	–	0	4	5	7	2	0	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ M. Lafond | **Date** ▶ 25 FEB 15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

FEB. 25. 2015 4:15PM NCH CORPORATION NO. 945 P. 4

LIMITED POWER OF ATTORNEY

NCH Corporation appoints Anna Setford to act for Mantek, a division of NCH Corporation, for the limited purposes of completing, signing and submitting bid proposals (and all supporting documents including non-collusion statements) to sell goods marketed by Mantek, a division of NCH Corporation, to interested federal, state and local agencies and institutions, or such other parties in the United States as may be appropriate, and, once such bids have been accepted, to bind Mantek, a division of NCH Corporation, to performance under the conditions of the bid proposals via contract or purchase order with the agency or institution involved. The authority to submit bid proposals and sign contracts for sale carries with it the authority, when necessary, to arrange for bid or performance bonds on behalf of Mantek, a division of NCH Corporation.

This power of attorney is effective from January 1, 2015, through December 31, 2015, only for the purposes above enumerated.

NCH Corporation

By: Russell L. Price, Vice President and Secretary

December 30, 2014
Date

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on December 30, 2014, by Russell L. Price, as Vice President and Secretary of NCH Corporation, a Delaware corporation.

LE ANN BISHOP
Notary Public, State of Texas
My Commission Exp. 02-25-2015

LeAnn Bishop
Notary Public

Material Safety Data Sheet: TRAILBLAZER MAXX, OG

Supercodes Date 04/21/2006 **Issuing Date** 02/26/2010

1. PRODUCT AND COMPANY IDENTIFICATION

Product Name TRAILBLAZER MAXX, OG
Recommended Use herbicide
Information on Manufacturer
MANTEK, DIVISION OF NCH CORP.
BOX 152170
IRVING, TEXAS 75015

Product Code 0673
Chemical Nature Aqueous solution
Emergency Telephone Number
CHEMTREC® 800-424-9300

2. HAZARDS IDENTIFICATION

Emergency Overview
CAUTION
May cause skin irritation
Causes eye irritation
May be harmful if inhaled
May be harmful if swallowed

Color Light yellow - Amber **Physical State** Liquid **Odor** No information available

Potential Health Effects
Principle Route of Exposure Skin contact, Eye contact, Inhalation.
Primary Routes of Entry None known.
Acute Effects
Eyes Causes eye irritation.
Skin May cause skin irritation.
Inhalation May cause irritation of respiratory tract.
Ingestion Ingestion may cause gastrointestinal irritation, nausea, vomiting, and diarrhea. Blood disorder may occur after ingestion. Ingestion may cause lowering of blood pressure.
Chronic Toxicity No information available.
Target Organ Effects Liver, Kidney, Blood, Heart, Lungs.
Aggravated Medical Conditions Respiratory disorders, Skin disorders, Liver disorders, Kidney disorders, Blood disorders, Heart disease.
Potential Environmental Effects See Section 12 for additionalEcological information.

3. COMPOSITION / INFORMATION ON INGREDIENTS

Component	CAS-No
Isopropylamine Salt of Glyphosate	38641-94-0

The product contains no substances which at their given concentration, are considered to be hazardous to health

4. FIRST AID MEASURES

General Advice Avoid contact with skin, eyes, and clothing. Avoid breathing vapors or mists.
Eye Contact Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Get medical attention if irritation develops and persists.
Skin Contact Wash off with soap and plenty of water. Remove contaminated clothing and shoes. Get medical attention if irritation develops and porsists. Remove and wash contaminated clothing before re-use.
Inhalation If inhaled, remove to fresh air. Get medical attention if symptoms occur.
Ingestion Drink 1 or 2 glasses of water. Do NOT induce vomiting. Get medical attention if symptoms occur.
Notes to Physician Treat symptomatically.

5. FIRE-FIGHTING MEASURES

Flash Point >201°F/>94°C **Method** Seta closed cup
Autoignition Temperature No information available.
Flammability Limits in Air % Hydrogen, by reaction with metals. **Upper** 75 **Lower** 4
Suitable Extinguishing Media
Foam. Dry chemical. Water spray.
Specific hazards arising from the chemical
Contact with metals liberates hydrogen gas. Material can create slippery conditions.
Protective Equipment and Precautions for Firefighters
As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

NFPA	**Health** 2	**Flammability** 1	**Instability** 1
HMIS	**Health** 2	**Flammability** 1	**Instability** 1

6. ACCIDENTAL RELEASE MEASURES

Personal Precautions Use personal protective equipment. Prevent further leakage or spillage if safe to do so. Material can create slippery conditions.

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Environmental Precautions Do not flush into surface water or sanitary sewer system.
Methods for Containment Contain spillage, soak up with non-combustible absorbent material, (e.g. sand, earth, diatomaceous earth, vermiculite) and transfer to a container for disposal according to local / national regulations (see section 13).
Methods for Cleaning Up Pick up and transfer to properly labeled containers.
Neutralizing Agent Not applicable.

7. HANDLING AND STORAGE

Handling Avoid contact with skin, eyes, and clothing. Avoid breathing vapors or mists.
Storage Store in original container. Keep containers tightly closed in a dry, cool and well-ventilated place. Metal containers must be lined. Do not freeze.

Storage Temperature	**Minimum**	35°F/2°C		**Maximum**	115°F/46°C	
Storage Conditions	**Indoor**	X	**Outdoor**	**Heated**		**Refrigerated**

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Exposure Guidelines This product does not contain any hazardous materials with occupational exposure limits established by the region specific regulatory bodies.

Component	ACGIH TLV	OSHA PEL	NIOSH
Isopropylamine Salt of Glyphosate	No data available	No data available	No data available

Engineering Measures Ensure adequate ventilation, especially in confined areas.
Personal Protective Equipment
Eye/Face Protection Safety glasses with side-shields.
Skin Protection For prolonged or repeated contact, use protective gloves
Respiratory Protection In case of inadequate ventilation wear respiratory protection.
General Hygiene Considerations Ensure that eyewash stations and safety showers are close to the workstation location. Remove and wash contaminated clothing before re-use.

9. PHYSICAL AND CHEMICAL PROPERTIES

Physical State	Liquid	**Viscosity**	Slight Viscous
Color	Light yellow - Amber	**Odor**	No information available
Appearance	Transparent	**pH**	4.6
Specific Gravity	1.24	**Evaporation Rate**	0.1 (Butyl acetate=1)
Percent Volatile (Volume)	46	**VOC Content (%)**	0
VOC Content (g/l)	0	**Vapor Pressure**	18 mmHg @ 70 °F
Vapor Density	0.6 (Air = 1.0)	**Solubility**	Emulsifies
Boiling Point/Range	276°F/136°C		

10. STABILITY AND REACTIVITY

Chemical Stability Stable. Hazardous polymerization does not occur.
Conditions to Avoid Extremes of temperature and direct sunlight.
Incompatible Products Strong oxidizing agents, Bases, Metals.
Hazardous Decomposition Products Carbon oxides, Nitrogen oxides (NOx), Oxides of phosphorus, Phosphorus compounds.
Possibility of Hazardous Reactions None under normal processing.

11. TOXICOLOGICAL INFORMATION

Product Information No information available.

Component Information

Acute toxicity

Component	LD50 Oral	LD50 Dermal	LC50 Inhalation	Draize Test	Other
Isopropylamine Salt of Glyphosate	10537 mg/kg (Rat)	7500 mg/kg (Rat)	no data available	no data available	no data available

Chronic Toxicity

Component	Mutagenicity	Sensitization	Developmental Toxicity	Reproductive Toxicity	Target Organ Effects
Isopropylamine Salt of Glyphosate	no data available	no data available	no data available	no data available	blood, liver, kidney, heart, lungs

Carcinogenicity There are no known carcinogenic chemicals in this product.

Component	ACGIH	IARC	NTP	OSHA	Other
Isopropylamine Salt of Glyphosate	not applicable	not applicable	not applicable	not applicable	not applicable

12. ECOLOGICAL INFORMATION

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Product Information No information available.

Component Information

Component	Toxicity to Algae	Toxicity to Fish	Microtox	Water Flea	log Pow
Isopropylamine Salt of Glyphosate	no data available	96 Hr LC50 Pimephales promelas: 2.3 mg/L [static] (0.6 g); 96 Hr LC50 Oncorhynchus mykiss: 8.3 mg/L [static]; 96 Hr LC50 Lepomis macrochirus: 5.6 mg/L [static]	no data available	48 Hr EC50 Daphnia magna: 2.6 - 3.4 mg/L [Static]	N/A

Persistence and Degradability No information available.
Bioaccumulation No information available.
Mobility No information available.

13. DISPOSAL CONSIDERATIONS

Product Disposal Dispose of in accordance with local regulations.
Container Disposal Empty containers should be taken for local recycling, recovery, or waste disposal.

14. TRANSPORT INFORMATION

DOT Not regulated

TDG Not regulated

ICAO Not regulated

IATA Not regulated

IMDG/IMO Not regulated

15. REGULATORY INFORMATION

Inventories
TSCA Complies
DSL Complies

U.S. Federal Regulations

SARA 313
Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and and Title 40n of the Code of Federal Regulations, Part 372.

SARA 311/312 Hazardous Categorization

Acute Health Hazard	Chronic Health Hazard	Fire Hazard	Sudden Release of Pressure Hazard	Reactive Hazard
Yes	No	No	No	No

CERCLA

Component	Hazardous Substances RQs	CERCLA EHS RQs
Isopropylamine Salt of Glyphosate	Not applicable	Not applicable

Canada

This product may not be commercially placed on the market in Canada

WHMIS Hazard Class
To be determined.

16. OTHER INFORMATION

Prepared By Dan Hollas
Supercedes Date 04/21/2006
Issuing Date 02/26/2010
Reason for Revision No information available.
Glossary No information available.
List of References. No information available.

MANTEK, DIVISION OF NCH CORP.assumes no responsibility for personal injury or property damage caused by the use, storage, or disposal of the product in a manner not recommended on the product label. Users assume all risks associated with such unrecommended use, storage or disposal of the product. The information provided on this MSDS is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guide for safe handling, use, processing, storage, transportation, disposal and release

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and is not to be considered as a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other material or in any process, unless specified in the text.

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Product Specifications

Product Number: 10187347 **Product Name:** TRAILBLAZER MAXX, OG

Product Company: MANTEK

GENERAL DESCRIPTION:	SHALL BE A CONCENTRATED WATER-BASED, NON-SELECTIVE HERBICIDE CONTAINING GLYPHOSATE TO BE DILUTED IN WATER FOR SPOT OR BROADCAST TREATMENT OF UNWANTED VEGETATION.
USES:	THIS HERBICIDE MAY BE USED ON LAWNS, FENCE ROWS, LOADING DOCKS, PAVED AREAS, BUILDING PERIMETERS, AROUND EQUIPMENT AND MANY OTHER SITES WHERE UNWANTED VEGETATION IS BECOMING A NUISANCE. THIS NON-SELECTIVE HERBICIDE WILL CONTROL ALL UNDESIRABLE VEGETATION AS LISTED ON THE LABEL.
STABILITY:	SHALL BE STABLE FOR ONE YEAR UNDER RECOMMENDED STORAGE CONDITIONS.

*****EPA REGISTERED PRODUCT - CONSULT LABEL FOR COMPLETE USE INSTRUCTIONS*****

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FEB. 25. 2015 4:17PM NCH CORPORATION NO. 945 P. 10

Opti-Gro™ Growing Results!

TRAIL BLAZER™ MAXX

ACTIVE INGREDIENT	
Glyphosate*, N-(phosphonomethyl) glycine, in the form of its isopropylamine salt	53.8%
OTHER INGREDIENTS	46.2%
TOTAL	100.0%

*Contains 648 grams per litre or 5.4 pounds per US gallon of the active ingredient glyphosate, in the form of its isopropylamine salt. Equivalent to 480 grams per litre or 4 pounds per US gallon of the acid, glyphosate.

KEEP OUT OF REACH OF CHILDREN

CAUTION

STORAGE AND DISPOSAL

Do not contaminate water, foodstuffs, feed or seed by storage or disposal.

STORAGE: STORE ABOVE 10°F (-12°C) TO KEEP FROM CRYSTALLIZING. Crystals will settle to the bottom. If crystals form, allow product to warm above 50°F (10°C) and mix well or recirculate to redissolve.

DISPOSAL: Wastes resulting from the use of this product that cannot be used or chemically reprocessed should be disposed of in a landfill approved for pesticide disposal or in accordance with applicable Federal, state, or local procedures.

Emptied container retains vapor and product residue. Observe all labeled safeguards until container is cleaned, reconditioned, or destroyed.

If not refilled or returned to the authorized repackaging facility, triple rinse container, then puncture and dispose of in a sanitary landfill, or by incineration, or, if allowed by state and local authorities, by burning. If burned, stay out of smoke.

Triple rinse emptied bulk container. Then offer for recycling or reconditioning, or dispose of in a manner approved by state and local authorities.

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS AND DOMESTIC ANIMALS

DOMESTIC ANIMALS: This product is considered to be relatively nontoxic to dogs and other domestic animals; however, ingestion of this product or large amounts of freshly sprayed vegetation may result in temporary gastrointestinal irritation (vomiting, diarrhea, colic, etc.). If such symptoms are observed, provide the animal with plenty of fluids to prevent dehydration. Call a veterinarian if symptoms persist for more than 24 hours.

PHYSICAL OR CHEMICAL HAZARDS

Spray solutions of this product should be mixed, stored and applied only in stainless steel, aluminum, fiberglass, plastic or plastic-lined steel containers. DO NOT MIX, STORE OR APPLY THIS PRODUCT OR SPRAY SOLUTIONS OF THIS PRODUCT IN GALVANIZED STEEL OR UNLINED STEEL (EXCEPT STAINLESS STEEL) CONTAINERS OR SPRAY TANKS. This product or spray solutions of this product react with such containers and tanks to produce hydrogen gas which may form a highly combustible gas mixture. This gas mixture could flash or explode, causing serious personal injury, if ignited by open flame, spark, welder's torch, lighted cigarette or other ignition source.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

Applicators and other handlers must wear: long-sleeved shirt and long pants, shoes plus socks. Follow manufacturer's instructions for cleaning/maintaining PPE (Personal Protective Equipment). If no such instructions for washables, use detergent and hot water. Keep and wash PPE separately from other laundry.

When handlers use closed systems, enclosed cabs, or aircraft in a manner that meets the requirements listed in Worker Protection Standard (WPS) for agricultural pesticides [40 CFR 170.240(d) (4-6)], the handler PPE requirements may be reduced or modified as specified in the WPS.

User Safety Recommendations

Users should: Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.

ENVIRONMENTAL HAZARDS

Do not apply directly to water, to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when disposing of equipment washwaters.

NOTICE: Buyer assumes all responsibility for safety and use not in strict accordance with directions.

For medical or environmental emergencies, call CHEMTREC® at 1-800-424-9300.

Not for Resale

MADE IN THE U.S.A. • 0673CMBA • 0M604

EPA REG. NO. 42750-59-66114

Manufactured for
CHECK-MARK™
A Division of DM Resources, Inc.
1310 E. Northgate Drive
Irving, TX 75062
©2006 DM Resources, Inc.

TO REORDER, Call TOLL-FREE:
1-800-527-9919
FAX: 1-972-438-0634

NET CONTENTS: _____

EPA Est. No. 4140 -							
CA-1	IN-1	NJ-1	PR-1	TX-1	TX-2	TX-4	CAN-1

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FEB. 25. 2015 4:17PM NCH CORPORATION NO. 945 P. 12

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling. Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application. For any requirements specific to your State or Tribe, consult the agency responsible for pesticide regulations.

NON-AGRICULTURAL USE REQUIREMENTS

The requirements in this box apply to uses of this product that are NOT within the scope of the Worker Protection Standard for agricultural pesticides (40 CFR Part 170). The WPS applies when this product is used to produce agricultural plants on farms, forests, nurseries or greenhouses.

Keep people and pets off treated areas until spray solution has dried to prevent transfer of this product onto desirable vegetation.

Read the entire label before using this product. Use only according to label instructions.

GENERAL INFORMATION

Product Description: This product is a postemergent, systemic herbicide with no soil residual activity. It is generally non-selective and gives broad-spectrum control of many annual weeds, perennial weeds, woody brush and trees. It may be applied through most standard industrial or field-type sprayers after dilution and thorough mixing with water or other carriers according to label instructions. This product requires use of a nonionic surfactant. When using this product, mix 2 or more quarts of a nonionic surfactant per 100 gallons of spray solution. The surfactant should contain at least 70 percent active ingredient. Ammonium sulfate, drift control additives, dyes, or colorants may also be used.

Time to Symptoms: This product moves through the plant from the point of foliage contact to and into the root system. Visible effects on most annual weeds occur within 2 to 4 days, but on most perennial weeds may not occur for 7 days or more. Extremely cool or cloudy weather following treatment may slow activity of this product and delay development of visual symptoms. Visible effects are a gradual wilting and yellowing of the plant which advances to complete browning of aboveground growth and deterioration of underground plant parts.

Stage of Weeds: Annual weeds are easiest to control when they are small. Best control of most perennial weeds is obtained when treatment is made at late growth stages approaching maturity. Refer to the annual, perennial, woody brush and trees rate tables for recommendations for specific weeds.

Always use the higher rate of this product per acre within the recommended range when weed growth is heavy or dense or weeds are growing in an undisturbed (noncultivated) area.

Do not treat weeds under poor growing conditions such as drought stress, disease or insect damage, as reduced weed control may result. Reduced results may also occur when treating weeds heavily covered with dust.

Spray Coverage: For best results, spray coverage should be uniform and complete. Do not spray weed foliage to the point of runoff.

Cultural Considerations: Reduced control may result when applications are made to annual or perennial weeds that have been mowed, grazed, or cut, and have not been allowed to regrow to the recommended stage for treatment.

Rainfastness: Heavy rainfall soon after application may wash this product off of the foliage and a repeat application may be required for adequate control.

Tank Mixing: This product does not provide residual weed control. For subsequent residual weed control, follow a label-approved herbicide program. Read and carefully observe the cautionary statements and all other information appearing on the labels of all herbicides used. Use according to the most restrictive label directions for each product in the mixture.

Buyer and all users are responsible for all loss or damage in connection with the use or handling of mixtures of this product with herbicides or other materials that are not expressly recommended in this labeling. Mixing this product with herbicides or other materials not recommended on this label may result in reduced performance.

Annual Maximum Use Rate: For noncrop uses, the combined total of all treatments must not exceed 8 quarts of this product per acre per year.

ATTENTION

AVOID DRIFT. EXTREME CARE MUST BE USED WHEN APPLYING THIS PRODUCT TO PREVENT INJURY TO DESIRABLE PLANTS AND CROPS. Do not allow the herbicide solution to mist, drip, drift or splash onto desirable vegetation since minute quantities of this product can cause severe damage or destruction to the crop, plants or other areas on which treatment was not intended. The likelihood of injury occurring from the use of this product increases when winds are gusty, as wind velocity increases, when wind direction is constantly changing or when there are other meteorological conditions that favor spray drift. When spraying, avoid combinations of pressure and nozzle type that will result in splatter or fine particles (mist) which are likely to drift. AVOID APPLYING AT EXCESSIVE SPEED OR PRESSURE.

NOTE: Use of this product in any manner not consistent with this label may result in injury to persons, animals or crops, or other unintended consequences. Keep container closed to prevent spills and contamination.

MIXING

Clean sprayer parts immediately after using this product by thoroughly flushing with water.

NOTE: REDUCED RESULTS MAY OCCUR IF WATER CONTAINING SOIL IS USED, SUCH AS VISIBLY MUDDY WATER OR WATER THAT IS NOT CLEAR FROM PONDS AND DITCHES.

Mixing with Water

This product mixes readily with water. Mix spray solutions of this product as follows: Fill the mixing or spray tank with the required amount of water. Add the recommended amount of this product near the end of the filling process and mix well. Use caution to avoid siphoning back into the carrier source. Use approved anti-back-siphoning devices where required by state or local regulations. During mixing and application, foaming of the spray solution may occur. To prevent or minimize foam, avoid the use of mechanical agitators, terminate by-pass and return lines at the bottom of the tanks and, if needed, use an approved anti-foam or defoaming agent.

Surfactant

This product requires use of a nonionic surfactant. When using this product, mix 2-4 quarts of a nonionic surfactant per 100 gallons of spray solution. Examples of when to use the higher surfactant rate include, but are not limited to: high water volumes, adverse environmental conditions, tough to control weeds, weeds under stress, surfactants with less than 70% active ingredient, tank mixes, etc.

Tank Mixing Procedure

Mix labeled tank mixtures of this product with water as follows:

1. Place a 20 to 35-mesh screen or wetting basket over filling port.
2. Through the screen, fill the spray tank one-half full with water and start agitation.
3. If a wettable powder is used, make a slurry with the water carrier, and add it SLOWLY through the screen into the tank. Continue agitation.
4. If a flowable formulation is used, premix one part flowable with one part water. Add diluted mixture SLOWLY through the screen into the tank. Continue agitation.

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5. If an emulsifiable concentrate formulation is used, premix one part emulsifiable concentrate with two parts water. Add diluted mixture slowly through the screen into the tank. Continue agitation.
6. Continue filling the spray tank with water and add the required amount of this product near the end of the filling process.
7. Add nonionic surfactant to the spray tank before completing the filling process.
8. Add individual formulations to the spray tank as follows: wettable powder, flowable, emulsifiable concentrate, drift control additive, water-soluble liquid followed by surfactant.

Maintain good agitation at all times until the contents of the tank are sprayed. If the spray mixture is allowed to settle, thorough agitation is required to resuspend the mixture before spraying is resumed.
Keep by-pass line on or near the bottom of the tank to minimize foaming. Screen size in nozzle or line strainers should be no finer than 50 mesh.
Always predetermine the compatibility of labeled tank mixtures of this product with water carrier by mixing small proportional quantities in advance.
Refer to the "TANK MIXING" section of "GENERAL INFORMATION" for additional precautions.

Mixing for Hand-held Sprayers

Prepare the desired volume of spray solution by mixing the amount of this product in water as shown in the following table:

Spray Solution	Amount of TRAIL BLAZER MAXX					
Desired Volume	¾ %	1 %	1 ½ %	2 %	5 %	10 %
1 Gal	1 oz	1 ⅓ oz	2 oz	2 ⅔ oz	6 ½ oz	13 oz
25 Gal	1 ½ pt	1 qt	1 ½ qt	2 qt	5 qt	10 qt
100 Gal	3 qt	1 gal	1 ½ gal	2 gal	5 gal	10 gal
2 tablespoons = 1 fluid ounce						

For use in knapsack sprayers, it is suggested that the recommended amount of this product be mixed with water in a larger container. Fill sprayer with the mixed solution.

Colorants or Dyes

Agriculturally approved colorants or marking dyes may be added to this product. Colorants or dyes used in spray solutions of this product may reduce performance, especially at lower rate or dilutions. Use colorants or dyes according to the manufacturer's recommendations.

Drift Control Additives

Drift control additives may be used with all equipment types, except wiper applicators, sponge bars and CDA equipment. When a drift control additive is used, read and carefully observe the cautionary statements and all other information appearing on the additive label.

APPLICATION EQUIPMENT AND TECHNIQUES

Do not apply this product through any type of irrigation system.
This product may be applied with the following application equipment:
Ground Broadcast Spray – Boom or boomless systems, pull-type sprayer, floaters, pick-up sprayers, spray coupes and other ground broadcast equipment.
Hand-held and High-volume Spray Equipment – Knapsack and backpack sprayers, pump-up pressure sprayers, handguns, handwands, mistblowers*, lances and other hand-held and motorized spray equipment used to direct the spray onto weed foliage.
*This product is not registered in California or Arizona for use in mistblowers.
Selective Equipment – Recirculating sprayers, shielded and hooded sprayers, wiper applicators and sponge bars.
Injection Systems – Ground injection sprayers.
Controlled Droplet Applicator (CDA) – Hand-held or boom-mounted applicators which produce a spray consisting of a narrow range of droplet sizes.
APPLY THESE SPRAY SOLUTIONS IN PROPERLY MAINTAINED AND CALIBRATED EQUIPMENT CAPABLE OF DELIVERING DESIRED VOLUMES.

Ground Broadcast Spray

Use the recommended rates of this product in 3 to 40 gallons of water per acre as a broadcast spray unless otherwise specified. As density of weeds increases, spray volume should be increased within the recommended range to ensure complete coverage. Carefully select proper nozzles to avoid spraying a fine mist. For best results with ground application equipment, use flat fan nozzles. Check for even distribution of spray droplets.

Hand-held and High-volume Equipment

Apply to foliage of vegetation to be controlled. For application made on a spray-to-wet basis, spray coverage should be uniform and complete. Do not spray to the point of runoff. Use coarse sprays only. For control of weeds listed in the annual weeds rate tables, apply ½ percent solution of this product to weeds less than 6 inches in height or runner length. Apply prior to seedhead formation in grass or bud formation in broadleaf weeds. For annual weeds over 6 inches tall, or unless otherwise specified, use a 1 percent solution.
For best results, use a 1 ½ percent solution on harder-to-control perennials, such as bermudagrass, dock, field bindweed, hemp dogbane, milkweed and Canada thistle.
When using application methods which result in less than complete coverage, use a 3.75 percent solution for annual and perennial weeds and a 3.75 to 5 percent solution for woody brush and trees.

Selective Equipment

This product may be applied through recirculating spray systems, shielded applicators, hooded sprayers, wiper applicators or sponge bars after dilution and thorough mixing with water to listed weeds growing in any noncrop site specified on this label and only when specifically recommended in cropping systems.
A recirculating spray system directs the spray solution onto weeds growing above desirable vegetation, while spray solution not intercepted by weeds is collected and returned to the spray tank for reuse.
A shielded or hooded applicator directs the herbicide solution onto weeds, while shielding desirable vegetation from the herbicide.
A wiper or sponge applicator applies the herbicide solution onto weeds by rubbing the weed with an absorbent material containing the herbicide solution.
AVOID CONTACT OF HERBICIDE WITH DESIRABLE VEGETATION. Contact of the herbicide solution with desirable vegetation may result in damage or destruction. Applicators used above desirable vegetation should be adjusted so that the lowest spray stream or wiper contact point is at least 2 inches above the desirable vegetation. Droplets, mist, foam, or splatter of the herbicide solution settling on desirable vegetation may result in discoloration, stunting or destruction.
Applications made above the crops should be made when the weeds are a minimum of 6 inches above the desirable vegetation. Better results may be obtained when more of the weed is exposed to the herbicide solution. Weeds not contacted by the herbicide solution will not be affected. This may occur in dense clumps, severe infestations or when the height of the weeds varies so that not all weeds are contacted. In these instances, repeat treatment may be necessary.

Shielded and hooded applicators

Use nozzles that provide uniform coverage within the treated area. Keep shields on these sprayers adjusted to protect desirable vegetation. EXTREME CARE MUST BE EXERCISED TO AVOID CONTACT OF HERBICIDE WITH DESIRABLE VEGETATION.

A hooded sprayer is a type of shielded applicator. The spray pattern is completely enclosed on the top and all 4 sides by a hood, thereby shielding the crop from the spray solution. This equipment must be set up and operated in a manner that avoids bouncing or raising the hoods off the ground in any way. If the hoods are raised, spray particles may escape and come into contact with the crop, causing damage or destruction of the crop. The spray hoods must be operated on the ground or skimming across the ground. Tractor speed must be adjusted to avoid bouncing of the spray hoods. Avoid operation on rough or sloping ground where the spray hoods might be raised off the ground.

Wiper applicators and sponge bars

Wiper applicators are devices that physically wipe appropriate amounts of this product directly onto the weed. Equipment must be designed, maintained and operated to prevent the herbicide solution from contacting desirable vegetation. Operate this equipment at ground speeds no greater than 5 mph. Performance may be improved by reducing speed in areas of heavy weed infestations to ensure adequate wiper saturation. Better results may be obtained if 2 applications are made in opposite directions.

Avoid leakage or dripping onto desirable vegetation. Adjust height of applicator to ensure adequate contact with weeds. Keep wiping surfaces clean. Be aware that, on sloping ground, the herbicide solution may migrate, causing dripping on the lower end and drying of the wicks on the upper end of a wiper applicator. Do not use wiper equipment when weeds are wet.

Mix only the amount of solution to be used during a 1-day period, as reduced activity may result from use of leftover solutions. Clean wiper parts immediately after using this product by thoroughly flushing with water.

Nonionic surfactant at a rate of 10 percent by volume of total herbicide solution is recommended with all wiper applications.

For rope or sponge wick applicators – Mix 3 quarts of this product in 2 gallons of water to prepare a 25 percent solution. Apply this solution to weeds listed in this section.

For porous-plastic applicators – Solutions ranging from 25 to 100 percent of this product in water may be used in porous-plastic wiper applicators.

When applied as recommended, this product CONTROLS the following weeds:

Corn, volunteer	Panicum, Texas	Rye, common	Shattercane
Sicklepod	Spanishneedles	Starbur, bristly	

When applied as recommended, this product SUPPRESSES the following weeds:

Beggarweed, Florida	Bermudagrass	Dogbane, hemp	
Guineagrass	Johnsongrass	Milkweed	Nightshade, silverleaf
Pigweed, redroot	Ragweed, common	Ragweed, giant	Smutgrass
Sunflower	Thistle, Canada	Thistle, musk	Vaseygrass
Velvetleaf	Dogfennel		

Injection Systems

This product may be used in ground injection spray systems. It may be used as a liquid concentrate or diluted prior to injecting into the spray stream. Do not mix this product with the concentrate of other products when using injection systems.

CDA Equipment

The rate of this product applied per acre by vehicle-mounted CDA equipment must not be less than the amount recommended in this label when applied by conventional broadcast equipment. For vehicle-mounted CDA equipment, apply 3 to 15 gallons of water per acre.

For the control of annual weeds with hand-held CDA units, apply a 20 percent solution of this product at a flow rate of 2 fluid ounces per minute and a walking speed of 1.5 mph (1 ½ pints per acre). For the control of perennial weeds, apply a 20 to 40 percent solution of this product at a flow rate of 2 fluid ounces per minute and a walking speed of 0.75 mph (3 to 6 pints per acre).

Controlled droplet application equipment produces a spray pattern which is not easily visible. Extreme care must be exercised to avoid spray or drift contacting the foliage or any other green tissue of desirable vegetation, as damage or destruction may result.

Pastures

TYPES OF PASTURES: Bahiagrass, bermudagrass, bluegrass, brome, fescue, orchardgrass, ryegrass, timothy, wheatgrass, alfalfa and clover

TYPES OF APPLICATIONS: Spot treatment, wiper application, preplant, preemergence, pasture renovation

Spot Treatment and Wiper Application

USE INSTRUCTIONS: This product may be applied as a spot treatment or with wiper applicators in pastures. Applications may be made in the same area at 30-day intervals.

PRECAUTIONS, RESTRICTIONS: For spot treatment and wiper applications, apply in areas where the movement of domestic livestock can be controlled. No more than one-tenth of any acre should be treated at one time. Remove domestic livestock before application and wait 14 days after application before grazing livestock or harvesting.

Preplant, Preemergence and Pasture renovation

USE INSTRUCTIONS: This product may be applied prior to planting or emergence of forage grasses and legumes. In addition, this product may be used to control perennial pasture species listed on this label prior to re-planting. PRECAUTIONS, RESTRICTIONS: Remove domestic livestock before application and wait 8 weeks after application before grazing or harvesting.

Farmsteads

TYPES OF APPLICATIONS: General nonselective weed control, trim-and-edge, chemical mowing, cut stumps, habitat management

General nonselective weed control, trim-and-edge

USE INSTRUCTIONS: This product may be used to control annual weeds, perennials weeds and woody brush which are found in any part of the farmstead, including building foundations, along and in fences, in dry ditches and canals, along ditchbanks, farm roads, shelterbelts, prior to landscape plantings and equipment storage areas.

Greenhouse/Shadehouse

This product may be used to control weeds in and around greenhouses and shadehouses. Desirable vegetation must not be present during application and air circulation fans must be turned off.

Chemical mowing

USE INSTRUCTIONS: This product will suppress perennial grasses listed in this section to serve as a substitute for mowing. Apply this product at a rate of 4.5 to 6 fluid ounces per acre. Use 6 fluid ounces of this product per acre when treating tall fescue, fine fescue, orchardgrass or quackgrass covers. Use 4.5 fluid ounces of this product per acre when treating Kentucky bluegrass. Apply treatments in 10 to 20 gallons of spray solution per acre. Chemical mowing applications may be made along farm ditches and other parts of farmsteads.

PRECAUTIONS, RESTRICTIONS: Use only in areas where some temporary injury or discoloration of perennial grasses can be tolerated.

Cut Stumps

TYPES OF APPLICATION: Treating cut stumps in any noncrop site listed on this label.

USE INSTRUCTIONS: This product will control regrowth of cut stumps and resprouts of many types of woody brush and tree species, some of which are listed below. Apply this product using suitable equipment to ensure coverage of the entire cambium. Cut trees or resprouts close to the soil surface. Apply a 50 to 100 percent solution of this product to the freshly cut surface immediately after cutting. Delays in application may result in reduced

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performance. For best results, applications should be made during periods of active growth and full leaf expansion.

Alder	Salt-cedar	Oak	Eucalyptus	
Sweetgum	Willow	Madrone	Tan oak	Reed, giant

PRECAUTIONS, RESTRICTIONS: DO NOT MAKE CUT STUMP APPLICATIONS WHEN THE ROOTS OF DESIRABLE WOODY BRUSH OR TREES MAY BE GRAFTED TO THE ROOTS OF THE CUT STUMP. INJURY RESULTING FROM ROOT GRAFTING MAY OCCUR IN ADJACENT WOODY BRUSH OR TREES.

Rangelands

TYPES OF APPLICATIONS: Postemergence

USE INSTRUCTIONS: This product will control or suppress many annual weeds growing in perennial cool and warm season grass rangelands.

Preventing viable seed production is key to the successful control and invasion of annual grassy weeds in rangelands. Follow-up applications in sequential years should eliminate most of the viable seeds.

Grazing of treated areas should be delayed to encourage growth of desirable perennials. Allowing desirable perennials to flower and reseed in the treated area will encourage successful transition.

PRECAUTIONS, RESTRICTIONS: Do not use ammonium sulfate when spraying rangeland grasses with this product. Do not make more than one application per year.

Postemergence

Apply 9-12 fluid ounces of this product to control or suppress many weeds, including downy brome, cheat grass, cereal rye and jointed goatgrass in rangelands. Apply when most mature bromie plants are in early flower and before the plants including seedheads turn color. Allowing for secondary weed flushes to occur in the spring following rain events further depletes the seed reserve, and encourages perennial grass conversion on weedy sites. Fall applications are possible, and recommended where spring moisture is usually limited and fall germination allows for good weed growth.

Apply 12 fluid ounces when the medusahead has reached the 3-leaf stage. Delaying applications beyond this stage will result in reduced or unacceptable control. Fire may be useful in eliminating the thatch layer produced by slow decaying culms prior to application. Allow new growth to occur before spraying after a burn. Repeat applications in subsequent years may be necessary to eliminate the seedbank before reestablishing desirable perennial grasses in medusahead-dominated rangelands.

Slight discoloration of the desirable grasses may occur, but they will regreen and regrow under moist soil conditions as effects of this product wear off.

Utility Rights-of-Way

TYPES OF APPLICATIONS: This product is recommended for the control or partial control of woody brush, trees and herbaceous weeds. This product is labeled for use in utility sites. This product is also recommended for use in preparing or establishing wildlife openings within these sites and maintaining logging roads, and for side trimming along utility rights-of-way.

In utilities, this product is recommended for use along electrical power, pipeline and telephone rights-of-way, and in other utility sites associated with these rights-of-way, such as substations.

APPLICATION RATES AND TIMING:

Application	TRAIL BLAZER MAXX	Spray Volume (Gal/A)
Broadcast		
Ground	1.5 to 7.5 qts/a	10 to 60
Spray-to-Wet		
Handgun, Backpack, Mistblower	0.6% to 2% by volume	spray-to-wet
Low Volume Directed Spray		
Handgun, Backpack, Mistblower	4% to 7.5% by volume	partial coverage*

*For low volume directed spray applications, coverage should be uniform with at least 50 percent of the foliage contacted. Coverage of the top one-half of the plant is important for best results.

In utility rights-of-way applications, this product requires use with a nonionic surfactant. Use a nonionic surfactant with greater than 80 percent active ingredient and labeled for use with herbicides. Use of this product without surfactant will result in reduced performance. See the "MIXING" section of this labeling for more information.

Mix 2 or more quarts of the nonionic surfactant per 100 gallons of spray solution (0.5 percent or more by spray volume). Use of surfactant concentrations greater than 1.5 percent by spray volume with handgun applications or 2.5 percent by spray volume with broadcast applications is not recommended.

Use higher rates of this product within the recommended range for control or partial control of woody brush, trees and hard-to-control perennial herbaceous weeds. For best results, apply to actively growing woody brush and trees after full leaf expansion and before fall color and leaf drop. Increase rates within the recommended range for control of perennial herbaceous weeds any time after emergence and before seedheads, flowers or berries appear.

Use the lower rates of this product within the recommended range for control of annual herbaceous weeds and actively growing perennial herbaceous weeds after seedheads, flowers or berries appear. Apply to the foliage of actively growing annual herbaceous weeds any time after emergence.

This product has no herbicidal or residual activity in the soil. Where repeat applications are necessary, do not exceed 8 quarts of this product per acre per year.

Wetland Sites

This product may be used in and around water (aquatic areas) and wetlands found in forestry and in power, telephone and pipeline rights-of-way sites, including where these sites are adjacent to or surrounding domestic water supply reservoirs, supply streams, lakes and ponds. Read and observe the following before making applications in and around water.

Consult local public water control authorities before applying this product in and around public water. Permits may be required to treat in such areas.

There is no restriction on the use of treated water for irrigation, recreation or domestic purposes.

Note: Do not apply this product directly to water within ½ mile up-stream of an active potable water intake in flowing water (i.e., river, stream, etc.) or within ½ mile of an active potable water intake in a standing body of water such as lake, pond or reservoir. To make aquatic applications around and within ½ mile of active potable water intakes, the water intake must be turned off for a minimum period of 48 hours after the application. These aquatic applications may be made ONLY in those cases where there are alternative water sources or holding ponds which would permit the turning off of an active potable water intake for a minimum period of 48 hours after the applications. This restriction does not apply to intermittent inadvertent overspray of water in terrestrial use sites.

Do not spray open bodies of water where woody brush, trees and herbaceous weeds do not exist. The maximum application rate of 3.75 quarts per acre must not be exceeded in a single over-water broadcast application except as follows, where any recommended rate may be applied:

- Stream crossings in utility rights-of-way
- Where applications will result in less than 20 percent of the total water area being treated

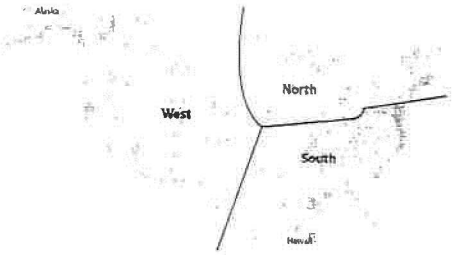
ANNUAL WEEDS RATE TABLES ALPHABETICALLY BY SPECIES

Water carrier volumes of 3 to 10 gallons per acre for ground applications are recommended.

Do not tank mix with soil residual herbicides when using these rates unless otherwise specified.

For weeds that have been mowed, grazed or cut, allow regrowth to occur prior to treatment.

For those rates less than 36 fluid ounces per acre, this product may be used up to 36 fluid ounces per acre where heavy weed densities exist..



ANNUAL WEEDS RATE TABLE, NORTH AND SOUTH REGIONS

WEED SPECIES	REGION	RATE (FLUID OUNCES PER ACRE) 9	12	18	24	30	36
		MAXIMUM HEIGHT/LENGTH					
Annoda, spurred		-	1"	2"	3"	5"	8"
Barley		-	18"	18"+	-	-	-
Barnyardgrass	South	-	3"	5"	7"	9"	12"
	North	-	-	6"	12"	-	-
Bassia, fivehook		-	-	-	6"	-	-
Bittercress		-	12"	20"	-	-	-
Bluegrass, annual		-	10"	-	-	-	-
Brome, downy		6"	-	-	-	-	-
Brome, Japanese		-	6"	-	24"	-	-
Browntop panicum		-	6"	8"	12"	-	24"
Burcucumber		-	-	6"	12"	-	-
Buttercup		-	12"	20"	-	-	-
Carolina foxtail		-	20"	-	-	-	-
Carolina geranium		-	-	-	4"	-	9"
Carpetweed		-	-	6"	12"	-	-
Cheat		-	6"	20"	-	-	-
Chervil		-	20"	-	-	-	-
Chickweed		-	12"	18"	-	-	-
Cocklebur		-	12"	18"	24"	-	-
Copperleaf, hophornbeam		-	1"	2"	3"	4"	6"
Copperleaf, Virginia		-	1"	2"	3"	4"	6"
Corn		-	12"	20"	-	-	-
Corn speedwell		-	12"	-	-	-	-
Crabgrass		-	12"	18"	-	-	-
Cutleaf evening primrose		-	-	-	3"	3"	6"
Dwarfdandelion		-	20"	-	-	-	-
Eastern mannagrass		-	8"	12"	-	-	-
Eclipta		-	4"	8"	12"	-	-
Fall panicum	South	-	4"	6"	8"	12"	24"
	North	-	6"	12"	18"	-	-
Falsedandelion		-	20"	-	-	-	-
Falseflax, smallseed		-	12"	-	-	-	-
Fiddleneck		-	-	-	6"	6"	12"
Field pennycress		-	6"	12"	-	-	-
Filaree		-	-	-	-	-	12"
Fleabane, annual		-	6"	20"	-	-	-
Fleabane, hairy (*Conyza bonariensis*)		-	6"	-	-	-	-
Fleabane, rough		-	3"	6"	12"	-	-
Florida pusley		-	-	-	4"	4"	6"
Foxtail	South	-	8"	12"	20"	-	-
	North	18"	18"+	-	-	-	-
Goatgrass, jointed		-	6"	-	-	-	-
Goosegrass		-	3"	5"	8"	-	18"
Grain sorghum (milo)		-	6"	12"	20"	-	-
Groundsel, common		-	6"	-	-	-	-
Hemp sesbania		-	-	2"	4"	6"	8"
Henbit		-	-	-	6"	-	20"
Horseweed/ Marestail (*Conyza canadensis*)	South	-	-	12"	30"	-	-
	North	-	6"	12"	18"	-	-
Itchgrass		-	6"	12"	18"	-	-
Johnsongrass, seedling	South	-	-	18"	-	-	-
	North	-	12"	18"	-	-	-
Junglerice		-	3"	5"	7"	9"	12"
Knotweed		-	3"	8"	12"	-	20"
Kochia[1]		-	3 to 6"	12"	-	-	-
Lambsquarters		-	6"	8"	12"	-	20"
Little barley		-	20"	-	-	-	-
London rocket		-	6"	-	-	-	-
Mayweed		-	-	2"	6"	12"	18"
Morningglory (*Ipomoea spp.*)		-	-	2"	4"	-	6"
Mustard, blue		6"	-	-	-	-	-
Mustard, tansy		6"	12"	20"	-	-	-
Mustard, tumble		6"	-	-	-	-	-
Mustard, wild		6"	12"	18"	-	-	-
Nightshade, black		-	6"	12"	-	-	-
Nightshade, hairy		-	6"	12"	-	-	-
Oats		-	-	6"	20"	-	-
Pigweed		-	12"	18"	24"	-	-
Prickly lettuce		-	6"	12"	20"	-	-
Purslane		-	-	-	6"	6"	12"
Ragweed, common	South	-	4"	6"	8"	-	11"
	North	-	6"	12"	18"	-	-
Ragweed, giant		-	-	4"	6"	-	11"
Red rice		-	-	-	4"	-	-
Russian thistle		-	-	-	6"	-	-
Rye	South	-	6"	20"	60"	-	-
	North	-	18"	18"+	-	-	-
Ryegrass		-	-	-	6"	-	7"+
Sandbur, field		12"	-	-	-	-	-
Shattercane		-	12"	18"	-	-	-
Shepherd's purse		-	6"	12"	-	-	-
Sicklepod		-	-	2"	4"	-	8"
Signalgrass, broadleaf		-	3"	5"	7"	9"	12"
Smartweed, ladysthumb		-	4"	6"	8"	-	12"
Smartweed, Pennsylvania		-	4"	6"	8"	-	12"
Sowthistle, annual		-	-	-	6"	-	12"
Spanishneedles		-	-	-	8"	-	18"
Speedwell, purslane		-	12"	-	-	-	-

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Sprangletop		-	6"	12"	20"	-	-
Spurge, prostrate		-	6"	12"	20"	-	-
Spurge, spotted		-	6"	12"	20"	-	-
Spurry, umbrella		6"	-	-	-	-	-
Stinkgrass		12"	-	-	-	-	-
Sunflower		-	12"	18"	-	-	-
Teaweed/Prickly sida		-	1"	2"	3"	4"	6"
Texas panicum		-	6"	8"	12"	-	24"
Velvetleaf	South	-	2"	3"	4"	5"	8"
	North	-	3"	6"	12"	-	-
Virginia pepperweed		-	18"	-	-	-	-
Waterhemp		-	-	6"	12"	-	-
Wheat	South	-	6"	30"	-	-	-
	North	-	18"	18"+	-	-	-
Wheat (overwintered)		-	6"	18"	-	-	-
Wild oats		-	12"	-	-	-	-
Wild Proso Millet		-	-	6"	12"	12"	18"
Witchgrass		-	12"	-	-	-	-
Woolly cupgrass		-	6"	12"	-	-	-
Yellow rocket		-	-	12"	20"	-	-

[1]Do not treat kochia in the button stage.

ANNUAL WEEDS RATE TABLE, WEST REGION

WEED SPECIES	RATE (FLUID OUNCES PER ACRE) 9	12	18	24	36
	MAXIMUM HEIGHT/LENGTH				
Barley	12"	-	-	-	-
Barnyardgrass	6"	-	-	-	-
Bluegrass, annual	6"	-	-	-	-
Bluegrass, bulbous	-	6"	-	-	-
Brome, downy[1]	6"	-	-	-	-
Buttercup	-	12"	-	-	-
Cheat	-	6"	-	-	-
Chickweed	-	6"	-	-	-
Cocklebur	-	12"	-	-	-
Corn	-	6"	-	-	-
Crabgrass	-	12"	-	-	-
Dwarfdandelion	-	12"	-	-	-
Fall panicum	-	12"	-	-	-
Falseflax, smallseed	-	12"	-	-	-
Field pennycress	-	6"	-	-	-
Filaree	-	-	-	-	12"
Fleabane, hairy *(Conyza bonariensis)*	-	6"	-	-	-
Florida pusley	-	-	-	12"	-
Foxtail	6 fl. oz. for up to 12"				
Goatgrass, jointed	-	6"	-	-	-
Groundsel, common	-	6"	-	-	-
Henbit	-	6"	-	-	-
Horseweed/ Marestail *(Conyza canadensis)*	-	6"	-	-	-
Johnsongrass, seedling	-	12"	-	-	-
Lambsquarters	-	6"	-	-	-
London rocket	-	6"	-	-	-
Morningglory *(Ipomoea spp.)*	-	2"	-	-	-
Mustard, blue	6"	-	-	-	-
Mustard, tansy	6"	-	-	-	-
Mustard, tumble	6"	-	-	-	-
Mustard, wild	6"	-	-	-	-
Pigweed	-	12"	-	-	-
Rye	12"	-	-	-	-
Ryegrass, Italian	-	6"	-	-	-
Sandbur, field	12"	-	-	-	-
Shattercane	12"	-	-	-	-
Shepherd's purse	-	6"	-	-	-
Sowthistle, annual	-	6"	-	-	-
Spurge, annual	-	6"	-	-	-
Stinkgrass	12"	-	-	-	-
Texas panicum	-	12"	-	-	-
Wheat	18"	-	-	-	-
Wild oats	-	12"	-	-	-
Witchgrass	-	12"	-	-	-

[1]For control of Downy brome in no-till systems, use 12 fluid ounces per acre.

Annual Weeds – 10 to 40 Gallons Per Acre in Water

Apply 1-½ pints to 2 ¼ pints of this product per acre. Use 1-½ pints per acre if weeds are less than 6 inches tall and 2 ¼ pints per acre if weeds are over 6 inches tall.

These rates will provide control of weeds listed in the annual weed control tables when water carrier volumes are 10 to 40 gallons per acre for ground applications.

PERRENIAL WEEDS RATE TABLE ALPHABETICALLY BY SPECIES

Apply to actively growing perennial weeds.

NOTE: If weeds have been mowed or tilled, do not treat until plants have resumed active growth and have reached the recommended stages.

Repeat treatments may be necessary to control weeds regenerating from underground parts or seed. Repeat treatments must be made prior to crop emergence.

Unless otherwise stated, allow 7 or more days after application before tillage.

Best results are obtained when soil moisture is adequate for active weed growth.

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Weed Species	Rate (PT/A)	Water Volume	Hand-Held % Solution	Comments
Alfalfa	1.5-3	3-10	1.5 %	Make applications after the last hay cutting in the fall. Allow alfalfa to regrow to a height of 6 to 8 inches or more prior to treatment. Applications should be followed with deep tillage at least 7 days after treatment, but before soil freeze-up.
Alligatorweed	6	3-20	1.25 %	Partial control. Apply when most of the plants are in bloom. Repeat applications will be required to maintain control.
Anise (fennel)	-	-	.75-1.5 %	Apply as a spray-to-wet treatment. Optimum results are obtained when plants are treated at the bud to full-bloom stage of growth.
Bahiagrass	4.5-7.5	3-20	1.5 %	Apply when most plants have reached the early head stage.
Bentgrass	2.25	10-20	1.5 %	For suppression in grass seed production areas. For ground applications only. Ensure entire crown area has resumed growth prior to a fall application. Bentgrass should have at least 3 inches of growth. Tillage prior to treatment should be avoided. Tillage 7 to 10 days after application is recommended for best results.
Bermudagrass	4.5-7.5	3-20	1.5 %	For control, apply 7.5 pints of this product per acre. For partial control, apply 4.5 pints per acre. Treat when bermudagrass is actively growing and seedheads are present. Retreatment may be necessary to maintain control.
Bermudagrass, water (knotgrass)	1.5-2.25	5-10	1.5 %	**Apply 2.25 pints of this product in 5 to 10 gallons of water per acre. Apply when water bermudagrass is 12 to 18 inches in length. Allow 7 or more days before tilling, flushing or flooding the field.** Fall applications only: Apply 1.5 pints of this product in 5 to 10 gallons of water per acre. Fallow fields should be tilled prior to application. Apply prior to frost on water bermudagrass that is 12 to 18 inches in length. This product is not registered in California for use on water bermudagrass.
Bindweed, field	.75-7.5	3-20	1.5 %	Do not treat when weeds are under drought stress as good soil moisture is necessary for active growth. For control, apply 6 to 7.5 pints of this product per acre west of the Mississippi River and 4.5 to 6 pints east of the Mississippi River. Apply when the weeds are at or beyond full bloom. For best results, apply in late summer or fall. Fall treatments must be applied before a killing frost. Also for control, apply 3 pints of this product plus 0.5 pounds a.i. of Banvel® in 10 to 20 gallons of water per acre. Do not apply by air. For suppression, apply 12 fluid ounces of this product plus 0.5 pound a.i. 2,4-D in 3 to 10 gallons of water per acre for ground applications. Applications should be delayed until maximum emergence has occurred and when vines are between 6 to 18 inches in length. In California only, apply 1.5 to 7.5 pints of this product per acre. Actual rate needed for suppression or control will vary within this range depending on local conditions. For suppression on irrigated land where annual tillage is performed, apply 1.5 pints of this product in 3 to 10 gallons of water per acre. Apply to bindweed that has reached a length of 12 inches or greater. Allow maximum weed emergence and runner growth. Allow 3 or more days after application before tillage.
Bluegrass, Kentucky	1.5-3	3-40	1.5 %	Apply 3 pints of this product in 10 to 40 gallons of water per acre when most plants have reached boot-to-early seedhead stage of development. For partial control in pasture or hay crop renovation, apply 1.5 to 2.25 pints of this product in 3 to 10 gallons of water per acre. Apply to actively growing plants when most have reached 4 to 12 inches in height.
Blueweed, Texas	4.5-7.5	3-40	1.5 %	Apply 6 to 7.5 pints of this product per acre west of the Mississippi River and 4.5 to 6 pints per acre east of the Mississippi River. Apply when plants are at or beyond full bloom. New leaf development indicates active growth. For best results, apply in late summer or fall. Fall treatments must be applied before a killing frost.
Brackenfern	4.5-6	3-40	.75-1.5 %	Apply to fully expanded fronds which are at least 18 inches long.
Bromegrass, smooth	1.5-3	3-40	1.5 %	Apply 3 pints of this product in 10 to 40 gallons of water per acre when most plants have reached boot-to-early seedhead stage of development. For partial control in pasture or hay crop renovation, apply 1.5 to 2.25 pints of this product in 3 to 10 gallons of water per acre. Apply to actively growing plants when most have reached 4 to 12 inches in height.
Bursage, woolly-leaf	-	3-20	1.5 %	For control, apply 3 pints of this product plus 1 pint of Banvel® per acre. For partial control, apply 1.5 pints of this product plus 1 pint of Banvel® per acre. Apply when plants are producing new active growth which has been initiated by moisture for at least 2 weeks and when plants are at or beyond flowering.
Canarygrass, reed	3-4.5	3-40	1.5 %	For best results, apply when most plants have reached the boot-to-head stage of growth.
Cattail	4.5-7.5	3-40	1.5 %	Apply when most plants have reached the early head stage.
Clover, red, white	4.5-7.5	3-20	1.5 %	Apply when most plants have reached the early bud stage.

Cogongrass	4.5-7.5	10-40	1.5 %	Apply when cogongrass is at least 18 inches tall in late summer or fall. Due to uneven stages of growth and the dense nature of vegetation preventing good spray coverage, repeat treatments may be necessary to maintain control.
Dallisgrass	4.5-7.5	3-20	1.5 %	Apply when most plants have reached the early head stage.
Dandelion	4.5-7.5	3-40	1.5 %	Apply when most plants have reached the early bud stage of growth. Also for control, apply 12 fluid ounces of this product plus 0.5 pound a.i. 2,4-D in 3 to 10 gallons of water per acre.
Dock, curly	4.5-7.5	3-40	1.5 %	Apply when most plants have reached the early bud stage of growth. Also for control, apply 12 fluid ounces of this product plus 0.5 pound a.i. 2,4-D in 3 to 10 gallons of water per acre.
Dogbane, hemp	6	3-40	1.5 %	Apply when most plants have reached the late bud to flower stage of growth. Following crop harvest or mowing, allow weeds to regrow to a mature stage prior to treatment. For best results, apply in late summer or fall. For suppression, apply 12 fluid ounces of this product plus 0.5 pound a.i. of 2,4-D in 3 to 10 gallons of water per acre for ground applications. Delay applications until maximum emergence of dogbane has occurred.
Fescue (except tall)	4.5-7.5	3-20	1.5 %	Apply when most plants have reached the early head stage.
Fescue, tall	1.5-4.5	3-40	1.5 %	Apply 4.5 pints of this product per acre when most plants have reached boot-to-early seedhead stage of development. Fall applications only: Apply 1.5 pints of this product in 3 to 10 gallons of water per acre. Apply to fescue in the fall when plants have 6 to 12 inches of new growth. A sequential application of 12 fluid ounces per acre of this product will improve long-term control and control seedlings germinating after fall treatments or the following spring.
Guineagrass	4.5	3-40	.75 %	Apply when most plants have reached at least the 7-leaf stage of growth. Ensure thorough coverage when using hand-held equipment.
Horsenettle	4.5-7.5	3-20	1.5 %	Apply when most plants have reached the early bud stage.
Horseradish	6	3-40	1.5 %	Apply when most plants have reached the late bud to flower stage of growth. For best results, apply in late summer or fall.
Iceplant	-	-	1.5 %	Iceplant should be at or beyond the early bud stage of growth. Thorough coverage is necessary for best control.
Jerusalem artichoke	4.5-7.5	3-20	1.5 %	Apply when most plants are in the early bud stage.
Johnsongrass	.75-4.5	3-40	.75 %	In annual cropping systems apply 1.5 to 3 pints of this product per acre. Apply 1.5 pints of this product in 3 to 10 gallons of water per acre. Use 3 pints of this product when applying 10 to 40 gallons of water per acre. In noncrop, or areas where annual tillage (no-till) is not practiced, apply 3 to 4.5 pints of this product in 10 to 40 gallons of water per acre. For best results, apply when most plants have reached the boot-to-head stage of growth or in the fall prior to frost. Allow 7 or more days after application before tillage. Do not tank -mix with residual herbicides when using the 1-quart per acre rate. For burndown of Johnsongrass, apply 12 fluid ounces of this product in 3 to 10 gallons of water per acre before the plants reach a height of 12 inches. For this use, allow at least 3 days after treatment before tillage. Spot treatment (partial control or suppression) – Apply a 3/4 percent solution of this product when Johnsongrass is 12 to 18 inches in height. Coverage should be uniform and complete.
Kikuyugrass	3-4.5	3-40	1.5 %	Spray when most kikuyugrass is at least 8 inches in height (3 or 4-leaf stage of growth). Allow 3 or more days after application before tillage.
Knapweed	6	3-40	1.5 %	Apply when most plants have reached the late bud to flower stage of growth. For best results, apply in late summer or fall.
Lantana	-	-	.75-1.0 %	Apply at or beyond the bloom stage of growth. Use the higher application rate for plants that have reached the woody stage of growth.
Lespedeza	4.5-7.5	3-20	1.5 %	Apply when most plants have reached the early bud stage.
Milkweed, common	4.5	3-40	1.5 %	Apply when most plants have reached the late bud to flower stage of growth.
Muhly, wirestem	1.5-3	3-40	1.5 %	Use 1.5 pints of this product in 3 to 10 gallons of water per acre. Use 3 pints of this product when applying 10 to 40 gallons of water per acre or in pasture, sod, or noncrop areas. Spray when the wirestem muhly is 8 inches or more in height. Do not till between harvest and fall applications or in the fall or spring prior to spring applications. Allow 3 or more days after application before tillage.
Mullein, common	4.5-7.5	3-20	1.5 %	Apply when most plants are in the early bud stage.
Napiergrass	4.5-7.5	3-20	1.5 %	Apply when most plants are in the early head stage.
Nightshade, silverleaf	3	3-10	1.5 %	Applications should be made when at least 60 percent of the plants have berries. Fall treatments must be applied before a killing frost.

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Nutsedge; purple, yellow	.75-4.5	3-40	.75-1.5 %	Apply 4.5 pints of this product per acre or apply a ¾ to 1 ½ percent solution for control of nutsedge plants and immature nutlets attached to treated plants. Treat when plants are in flower or when new nutlets can be found at rhizome tips. Nutlets which have not germinated will not be controlled and may germinate following treatment. Repeat treatments will be required for long-term control of ungerminated tubers. Sequential applications: 1.5 to 3 pints of this product in 3 to 10 gallons of water per acre will also provide control. Make applications when a majority of the plants are in the 3 to 5-leaf stage (less than 6 inches tall). Repeat this application, as necessary, when newly emerging plants reach the 3 to 5-leaf stage. Subsequent applications will be necessary for long-term control. For partial control of existing plants, apply 12 fluid ounces to 3 pints of this product in 3 to 40 gallons of water per acre. Treat when plants have 3 to 5 leaves and most are less than 6 inches tall. Repeat treatments will be required to control subsequent emerging plants or regrowth of existing plants.
Orchardgrass	1.5-3	3-40	1.5 %	Apply 3 pints of this product in 10 to 40 gallons of water per acre when most plants have reached boot-to-early seedhead stage of development. For partial control in pasture or hay crop renovation, apply 1.5 to 2.25 pints of this product in 3 to 10 gallons of water per acre. Apply to actively growing plants when most have reached 4 to 12 inches in height. Orchardgrass sods going to no-till corn: Apply 1.5 to 2.25 pints of this product in 3 to 10 gallons of water per acre. Apply to orchardgrass that is a minimum of 12 inches tall for spring applications and 6 inches tall for fall applications. Allow at least 3 days following application before planting. A sequential application of atrazine will be necessary for optimum results.
Pampasgrass	-	-	1.5 %	Pampasgrass should be at or beyond the boot stage of growth. Thorough coverage is necessary for best control.
Paragrass	4.5-7.5	3-20	1.5 %	Apply when most plants are in the early head stage.
Phragmites	4.5-7.5	10-40	.75-1.5 %	For partial control. For best results, treat during late summer or fall months or when plants are actively growing and in full bloom. Treatment before or after this stage may lead to reduced control. Due to the dense nature of the vegetation, which may prevent good spray coverage or uneven stages of growth, repeat treatments may be necessary to maintain control. Visual control symptoms will be slow to develop.
Poison hemlock	-	-	.75-1.5 %	Apply as a spray-to-wet treatment. Optimum results are obtained when plants are treated at the bud to full-bloom stage of growth.
Pokeweed, common	1.5	3-40	1.5 %	Apply to actively growing plants up to 24 inches tall.
Quackgrass	1.5-4.5	3-40	1.5 %	In annual cropping systems, or in pastures and sods followed by deep tillage: Apply 1.5 pints of this product in 3 to 10 gallons of water per acre. For 10 to 40 gallons of water per acre, apply 3 pints of this product. Do not tank mix with residual herbicides when using the 1.5 pint rate. Spray when quackgrass is 6 to 8 inches in height. Do not till between harvest and fall applications or in fall or spring prior to spring application. Allow 3 or more days after application before tillage. In pastures or sods, use a moldboard plow for best results. In pastures, sods or noncrop areas where deep tillage does not follow application: Apply 3 to 4.5 pints of this product in 10 to 40 gallons of water per acre when the quackgrass is greater than 8 inches tall.
Redvine	1.25-3	5-10	1.5 %	For suppression, apply 18 fluid ounces of this product per acre at each of two applications 7 to 14 days apart or a single application of 3 pints per acre. Apply recommended rates in 5 to 10 gallons of water per acre. Apply in late September or early October to plants which are at least 18 inches tall and have been growing 45 to 60 days since the last tillage operation. Make applications at least 1 week before a killing frost.
Reed, giant	-	-	1.5 %	Best results are obtained when applications are made in late summer to fall.
Ryegrass, perennial	1.5-4.5	3-40	.75 %	In annual cropping systems apply 1.5 to 3 pints of this product per acre. Apply 1.5 pints of this product in 3 to 10 gallons of water per acre. Use 3 pints of this product when applying 10 to 40 gallons of water per acre. In noncrop, or areas where annual tillage (no-till) is not practiced, apply 3 to 4.5 pints of this product in 10 to 40 gallons water per acre. For best results, apply when most plants have reached the boot-to-head stage of growth or in the fall prior to frost. Do not tank-mix with residual herbicides when using the 1.5 pint per acre rate.
Smartweed, swamp	4.5-7.5	3-40	1.5 %	Apply when most plants have reached the early bud stage of growth.
Sowthistle, perennial	3-4.5	3-40	1.5 %	Also for control, apply 12 fluid ounces of this product plus 0.5 pound a.i. 2,4-D in 3 to 10 gallons of water per acre in the late summer or fall. Apply when most plants are at or beyond the bud stage of growth. After harvest, mowing or tillage in the late summer or fall, allow at least 4 weeks for initiation of active growth and rosette development prior to the application of this product. Fall treatments must be applied before a killing frost. Allow 3 or more days after application before tillage.
Spurge, leafy	-	3-10	1.5 %	For suppression, apply 12 fluid ounces of this product plus 0.5 pound a.i. 2,4-D in 3 to 10 gallons of water per acre in the late summer or fall. If mowing has occurred prior to treatment, apply when most of the plants are 12 inches tall.

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Starthistle, yellow	3	10-40	1.5 %	Best results are obtained when applications are made during the rosette, bolting and early flower stages.
Sweet potato, wild	-	-	1.5 %	Partial control. Apply to plants that are at or beyond the bloom stage of growth. Repeat applications may be required.
Thistle, artichoke	-	-	1.5 %	Partial control. Apply to plants that are at or beyond the bloom stage of growth. Repeat applications may be required.
Thistle, Canada	3-4.5	3-40	1.5 %	Apply when most plants are at or beyond the bud stage of growth. After harvest, mowing or tillage in the late summer or fall, allow at least 4 weeks for initiation of active growth and rosette development prior to the application of this product. Fall treatments must be applied before a killing frost. Allow 3 or more days after application before tillage. For suppression, apply 1.5 pints of this product, or 12 fluid ounces of this product plus 0.5 pound a.i. 2,4-D, in 3 to 10 gallons of water per acre in the late summer or fall after harvest, mowing or tillage. Allow rosette regrowth to a minimum of 6 inches in diameter before treating. Applications can be made as long as leaves are still green and plants are actively growing at the time of application. Allow 3 or more days after application before tillage.
Timothy	3-4.5	3-40	1.5 %	For best results, apply when most plants have reached the boot-to-head stage of growth.
Torpedograss	6-7.5	3-40	1.5 %	For partial control. Apply when most plants are at or beyond the seedhead stage of growth. Repeat applications will be required to maintain control. Fall treatments must be applied before frost.
Trumpetcreeper	3	5-10	1.5 %	Partial control. Apply in late September or October, to plants which are at least 18 inches tall and have been growing 45-60 days since the last tillage operation. Make applications at least 1 week before a killing frost.
Vaseygrass	4.5-7.5	3-20	1.5 %	Apply when most plants are in the early head stage.
Velvetgrass	4.5-7.5	3-20	1.5 %	Apply when most plants are in the early head stage.
Wheatgrass, western	3-4.5	3-40	1.5 %	For best results, apply when most plants have reached the boot-to-head stage of growth.

WOODY BRUSH AND TREES RATE TABLE ALPHABETICALLY BY SPECIES

Apply this product after full leaf expansion, unless otherwise directed. Use the higher rate for larger plants and/or dense areas of growth. On vines, use the higher rate for plants that have reached the woody stage of growth. Best results are obtained when application is made in late summer or fall after fruit formation.

In arid areas, best results are obtained when applications are made in the spring to early summer when brush species are at high moisture content and are flowering.

Ensure thorough coverage when using hand-held equipment. Symptoms may not appear prior to frost or senescence with fall treatments.

Allow 7 or more days after application before tillage, mowing or removal. Repeat treatments may be necessary to control plants regenerating from underground parts or seed. Some autumn colors on undesirable deciduous species are acceptable provided no major leaf drop has occurred. Reduced performance may result if fall treatments are made following a frost.

Weed Species	Rate (PT/A)	Water Volume	Hand-Held % Solution	Comments
Alder	4.5-6	3-40	.75-1.5 %	For control
Ash	3-7.5	3-40	.75-1.5 %	Partial control
Aspen, quaking	3-4.5	3-40	.75-1.5 %	For control
Bearmat (Bearclover)	3-7.5	3-40	.75-1.5%	Partial control
Beech	3-7.5	3-40	.75-1.5 %	Partial control
Birch	3	3-40	.75%	For control
Blackberry	4.5-6	10-40	.75-1.5 %	For control. Make applications after plants have reached full leaf maturity. Best results are obtained when applications are made in late summer or fall. Applications may also be made after leaf drop and until a killing frost or as long as stems are green. After berries have set or dropped in late fall, blackberry can be controlled by applying a ¾ percent solution of this product. For control of blackberries after leaf drop and until a killing frost or as long as stems are green, apply 4.5 to 6 pints of this product in 10 to 40 gallons of water per acre.

Blackgum	3-7.5	3-40	.75-1.5 %	For control
Bracken	3-7.5	3-40	.75-1.5 %	For control
Broom; French, Scotch	-	-	1.5%	For control
Buckwheat, California	-	-	.75-1.5 %	For partial control. Thorough coverage of foliage is necessary for best results.
Cascara	3-7.5	3-40	.75-1.5 %	Partial control
Catsclaw	-	-	.75-1.5 %	Partial control
Ceanothus	3-7.5	3-40	.75-1.5 %	Partial control
Chamise	-	-	.75 %	For control. Thorough coverage of foliage is necessary for best results.
Cherry; bitter, black, pin	3-4.5	3-40	.75-1.5 %	For control
Coyote brush	-	-	1.5 %	For control. Apply when at least 50 percent of the new leaves are fully developed.
Dogwood	3-7.5	3-40	.75-1.5 %	Partial control
Elderberry	3	3-40	.75 %	For control
Elm	3-7.5	3-40	.75-1.5 %	Partial control
Eucalyptus	-	-	1.5 %	For control of eucalyptus resprouts, apply when resprouts are 6 to 12 feet tall. Ensure complete coverage. Avoid application to drought-stressed plants.
Florida holly (Brazilian Peppertree)	3-7.5	3-40	.75-1.5 %	Partial control
Gorse	3-7.5	3-40	.75-1.5 %	Partial control
Hasardia	-	-	.75-1.5 %	Partial control. Thorough coverage of foliage is necessary for best results.
Hawthorn	3-4.5	3-40	.75-1.5 %	For control
Hazel	3	3-40	.75 %	For control
Hickory	3-7.5	3-40	.75-1.5 %	Partial control
Honeysuckle	3-6	3-40	.75-1.5 %	For control
Hornbeam, American	3-7.5	3-40	.75-1.5 %	Partial control
Kudzu	6	3-40	1.5 %	For control. Repeat applications may be required to maintain control.
Locust, black	3-6	3-40	.75-1.5 %	Partial control
Madrone resprouts	-	-	1.5 %	Partial control. Apply to resprouts that are 3 to 6 feet tall. Best results are obtained with spring/early summer treatments.
Manzanita	3-7.5	3-40	.75-1.5 %	Partial control
Maple, red	3-6	3-40	.75-1.5 %	For control, apply a 0.75 to 1.5 percent solution when at least 50 percent of the new leaves are fully developed. For partial control, apply 3 to 6 pints of this product per acre.
Maple, sugar	-	-	.75-1.5 %	For control. Apply when at least 50 percent of the new leaves are fully developed.
Monkey flower	-	-	.75-1.5 %	Partial control. Thorough coverage of foliage is necessary for best results.

Oak; black, white	3-6	3-40	.75-1.5 %	Partial control
Oak, post	4.5-6	3-40	.75-1.5 %	For control
Oak; northern, pin	-	-	.75-1.5 %	For control. Apply when at least 50 percent of the new leaves are fully developed.
Oak, southern, red	3-4.5	3-40	.75-1.5 %	For control
Persimmon	3-7.5	3-40	.75-1.5 %	Partial control
Pine	3-7.5	3-40	.75-1.5 %	For control
Poison ivy/Poison oak	6-7.5	3-40	1.5 %	For control. Repeat applications may be required to maintain control. Fall treatments must be applied before leaves lose green color.
Poplar, yellow	3-7.5	3-40	.75-1.5 %	Partial control
Redbud, eastern	3-7.5	3-40	.75-1.5 %	For control
Rose, multiflora	3	3-40	.75 %	For control. Treatments should be made prior to leaf deterioration by leaf-eating insects.
Russian olive	3-7.5	3-40	.75-1.5 %	Partial control
Sage, black	-	-	.75 %	For control. Thorough coverage of foliage is necessary for best results.
Sage, white	3-7.5	3-40	.75-1.5 %	Partial control
Sage brush, California	-	-	.75 %	For control. Thorough coverage of foliage is necessary for best results.
Salmonberry	3	3-40	.75 %	For control
Salt-cedar	3-7.5	3-40	.75-1.5 %	For control
Sassafras	3-7.5	3-40	.75-1.5 %	Partial control
Sourwood	3-7.5	3-40	.75-1.5 %	Partial control
Sumac; poison, smooth, winged	3-6	3-40	.75-1.5 %	Partial control
Sweetgum	3-4.5	3-40	.75-1.5 %	For control
Swordfern	3-7.5	3-40	.75-1.5 %	Partial control
Tallowtree, Chinese	-	-	.75 %	For control. Thorough coverage of foliage is necessary for best results.
Tan oak resprouts	-	-	1.5 %	For partial control. Apply to resprouts that are less than 3 to 6 feet tall. Best results are obtained with fall applications.
Thimbleberry	3	3-40	.75 %	For control
Tobacco, tree	-	-	.75-1.5 %	Partial control
Trumpetcreeper	3-4.5	3-40	.75-1.5 %	For control
Vine maple	3-7.5	3-40	.75-1.5 %	Partial control
Virginia creeper	3-7.5	3-40	.75-1.5 %	For control
Waxmyrtle, southern	3-7.5	3-40	.75-1.5 %	Partial control
Willow	4.5	3-40	.75 %	For control

CONDITIONS OF SALE AND WARRANTY

The DIRECTIONS FOR USE of this product reflect the opinion of experts based on field use and tests. The directions are believed to be reliable and should be followed carefully. However, it is impossible to eliminate all risks inherently associated with use of this product. Crop injury, ineffectiveness, or other unintended consequences may result because of such factors as weather conditions, presence of other materials, or the manner of use or application, all of which are beyond the control of manufacturer, its Supplemental Distributors, or the Seller. All such risks shall be assumed by the Buyer.

Manufacturer, its Supplemental Distributors and the Seller warrant that this product conforms to the chemical description on the label and is reasonably fit for the purposes referred to in the Directions for Use subject to the inherent risks referred to above. NEITHER MANUFACTURER, NOR ITS SUPPLEMENTAL DISTRIBUTORS MAKE ANY OTHER **EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE OR OF MERCHANTABILITY OR ANY OTHER EXPRESS OR IMPLIED WARRANTY. THIS WARRANTY DOES NOT EXTEND TO, AND THE BUYER SHALL BE SOLELY RESPONSIBLE FOR, ANY AND ALL LOSS OR DAMAGE WHICH RESULTS FROM THE USE OF THIS PRODUCT IN ANY MANNER WHICH IS INCONSISTENT WITH THE LABEL DIRECTIONS. BUYER'S EXCLUSIVE REMEDY AND THE EXCLUSIVE LIABILITY OF MANUFACTURER, ITS SUPPLEMENTAL DISTRIBUTORS AND THE SELLER FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES, OR INJURIES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT, WHETHER OR NOT BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, SHALL BE LIMITED, AT THE MANUFACTURER'S OPTION, TO REPLACEMENT OF OR THE REPAYMENT OF THE PURCHASE PRICE FOR THE QUANTITY OF PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED.** When Buyer suffers losses or damages resulting from the use or handling of this product (including claims based on contract, negligence, strict liability, or other legal theories), Buyer must promptly notify Seller in writing of any claims to be eligible to receive either remedy stated above. **IN NO CASE SHALL MANUFACTURER, ITS SUPPLEMENTAL DISTRIBUTORS, OR THE SELLER BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT. MANUFACTURER,** its Supplemental Distributors, and the Seller offer this product, and the Buyer accepts it, subject to the foregoing Conditions of Sale and Warranty, which may be varied only by agreement in writing signed by a duly authorized representative of manufacturer. No employee or agent of manufacturer, its Supplemental Distributor, or the Seller is authorized to vary or exceed the terms of this Warranty in any other manner.

Opti-Gro™ Growing Results!

TRAIL BLAZER™ MAXX

ACTIVE INGREDIENT

Glyphosate*, N-(phosphonomethyl) glycine, in the form of its isopropylamine salt	53.8%
OTHER INGREDIENTS	46.2%
TOTAL	100.0%

*Contains 648 grams per litre or 5.4 pounds per US gallon of the active ingredient glyphosate, in the form of its isopropylamine salt. Equivalent to 480 grams per litre or 4 pounds per US gallon of the acid, glyphosate.

KEEP OUT OF REACH OF CHILDREN

CAUTION

STORAGE AND DISPOSAL

Do not contaminate water, foodstuffs, feed or seed by storage or disposal.

STORAGE: STORE ABOVE 10°F (-12°C) TO KEEP FROM CRYSTALLIZING. Crystals will settle to the bottom. If crystals form, allow product to warm above 50°F (10°C) and mix well or recirculate to redissolve.

DISPOSAL: Wastes resulting from the use of this product that cannot be used or chemically reprocessed should be disposed of in a landfill approved for pesticide disposal or in accordance with applicable Federal, state, or local procedures.

Emptied container retains vapor and product residue. Observe all labeled safeguards until container is cleaned, reconditioned, or destroyed.

If not refilled or returned to the authorized repackaging facility, triple rinse container, then puncture and dispose of in a sanitary landfill, or by incineration, or, if allowed by state and local authorities, by burning. If burned, stay out of smoke.

Triple rinse emptied bulk container. Then offer for recycling or reconditioning, or dispose of in a manner approved by state and local authorities.

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS AND DOMESTIC ANIMALS

DOMESTIC ANIMALS: This product is considered to be relatively nontoxic to dogs and other domestic animals; however, ingestion of this product or large amounts of freshly sprayed vegetation may result in temporary gastrointestinal irritation (vomiting, diarrhea, colic, etc.). If such symptoms are observed, provide the animal with plenty of fluids to prevent dehydration. Call a veterinarian if symptoms persist for more than 24 hours.

PHYSICAL OR CHEMICAL HAZARDS

Spray solutions of this product should be mixed, stored and applied only in stainless steel, aluminum, fiberglass, plastic or plastic-lined steel containers. DO NOT MIX, STORE OR APPLY THIS PRODUCT OR SPRAY SOLUTIONS OF THIS PRODUCT IN GALVANIZED STEEL OR UNLINED STEEL (EXCEPT STAINLESS STEEL) CONTAINERS OR SPRAY TANKS. This product or spray solutions of this product react with such containers and tanks to produce hydrogen gas which may form a highly combustible gas mixture. This gas mixture could flash or explode, causing serious personal injury, if ignited by open flame, spark, welder's torch, lighted cigarette or other ignition source.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

Applicators and other handlers must wear: long-sleeved shirt and long pants, shoes plus socks. Follow manufacturer's instructions for cleaning/maintaining PPE (Personal Protective Equipment). If no such instructions for washables, use detergent and hot water. Keep and wash PPE separately from other laundry.

When handlers use closed systems, enclosed cabs, or aircraft in a manner that meets the requirements listed in Worker Protection Standard (WPS) for agricultural pesticides [40 CFR 170.240(d) (4-6)], the handler PPE requirements may be reduced or modified as specified in the WPS.

User Safety Recommendations

Users should: Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.

ENVIRONMENTAL HAZARDS

Do not apply directly to water, to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when disposing of equipment washwaters.

NOTICE: Buyer assumes all responsibility for safety and use not in strict accordance with directions.

For medical or environmental emergencies, call CHEMTREC® at 1-800-424-9300.

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EPA REG. NO. 42750-59-66114

Manufactured for
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Irving, TX 75062
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TO REORDER, Call TOLL-FREE:
1-800-527-9919
FAX: 1-972-438-0634

NET CONTENTS: _____

EPA Est. No. 4140 -							
CA-1	IN-1	NJ-1	PR-1	TX-1	TX-2	TX-4	CAN-1

FEB. 25. 2015 4:21PM NCH CORPORATION NO. 945 P. 25

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 03/05/15

PO No. - 150262

Req No. - 2167

VENDOR MAILING:
INTERIOR EXTERIOR BUILDING SUPPLY
PO BOX 4002
NEW ORLEANS LA 70178

JONES, ANN (601) 5454661
MINUTE BOOK # PENDING
VENDOR # 00099341

SHIP TO :
CITY OF HATTIESBURG
VERNON DAHMER PARK
1000 COUNTRY CLUB ROAD
HATTIESBURG MS 39401

PROCESSING CODE:

SEND METHOD 0 ( )

PROJECT LINE: DAHMER POOL/FIELD #2 RESTROOMS-PARTITIONS

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
002300.7100.08	PROVIDE SOLID Plastic (HDPE) Overhead Braced Toilet Compartments, Wall Hung Urinal Screens, Dark Charcoal Gray Color, Orange Peel Finish, Standard Aluminum Hardware, 2 Door pulls on ADA Stalls, Solid Plastic Shoes, Cont. Solid Plastic Brackets As per attached diagram. Vendor is responsible for confirming all dimensions. Drawing is not to scale. (9) Compartments; (2) Urinal Screens. Vendor may call (601) 297-8903 to setup site visit.	1.00	EA	7,070.0000	7,070.00

CITY OF HATTIESBURG MISSISSIPPI 1884

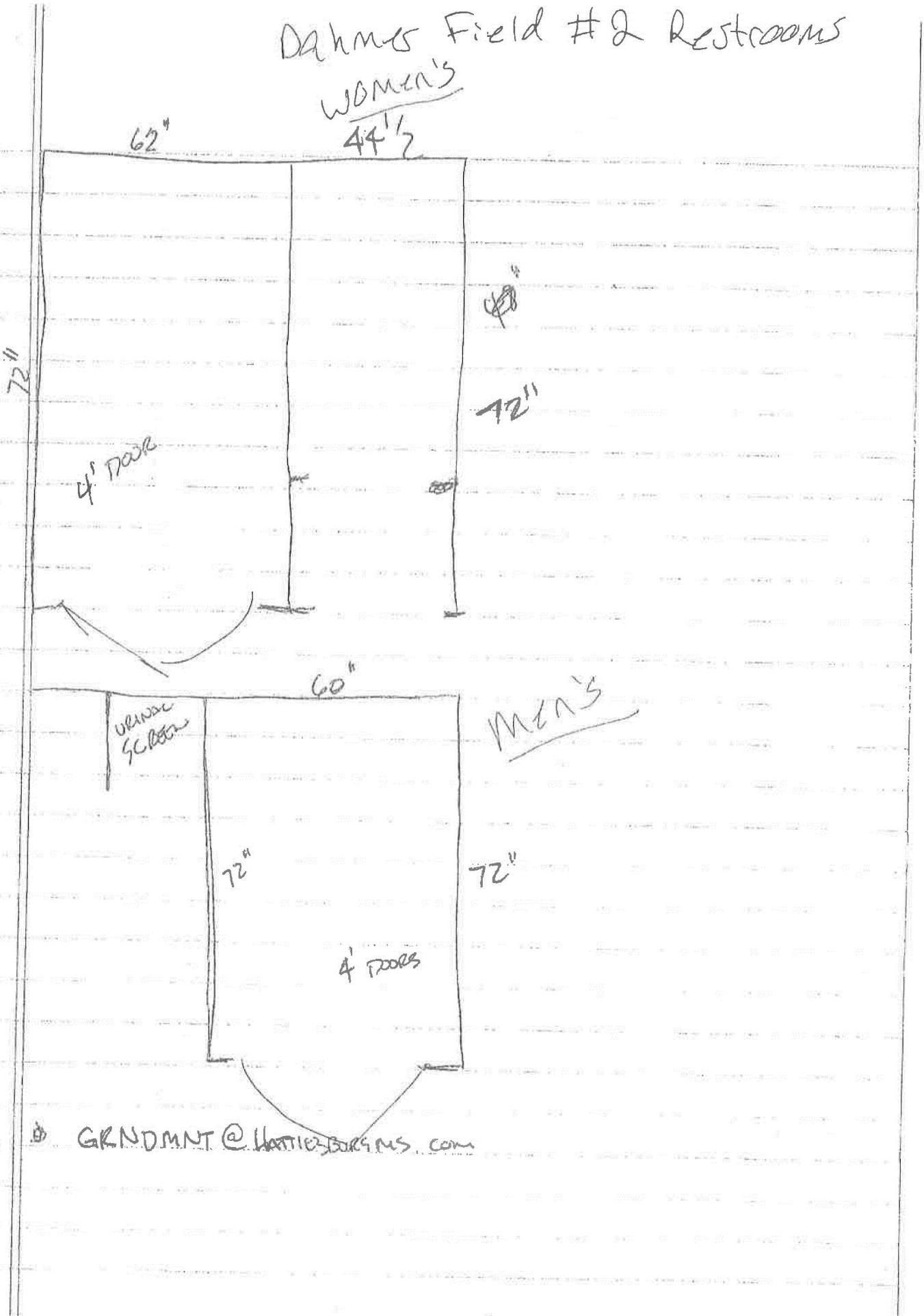
TOTAL CONTRACT AMOUNT NOT TO EXCEED 7,070.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

Dahmer Field #2 Restrooms

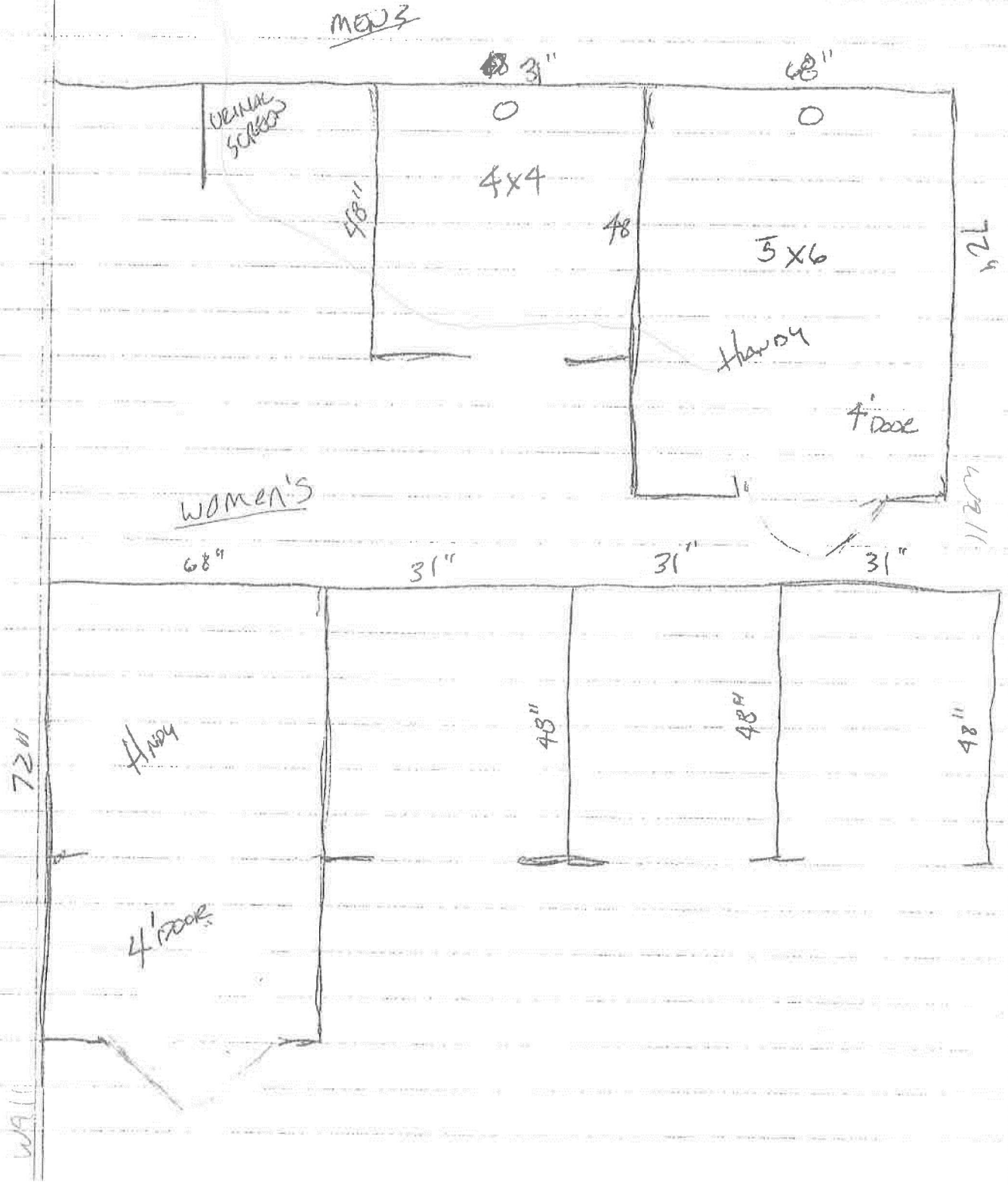


GRNDMNT@HATTIESBURGMS.COM

Dahmer Pool Restrooms

60 x 72 Stall

48 x 48 Stall



43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. : : : : : 1
Date : : : : : 3/03/15
Order Number : : 2167 QQ

INTERIOR EXTERIOR BUILDIN
PO BOX 52002
NEW ORLEANS LA 70178

Mail To. . . . . : CITY OF HATTIESBURG
PURCHASING DIVISION
220 W PINE ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number - - 601 5456582

PRINTED NAME John Adams

SIGNATURE [signature] DATE 3/3/15

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: DARKER POOL/FIELD #2 RESTROOMS-FACILITIES

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expires Date
PARTIDE SOLID Plastic (HDPE) Overhead Braced Toilet Compartments, Wall Hung Urinal Screens, Dark Charcoal Gray Color (Orange Peel Finish Standard Aluminum Hardware. 2 Door pairs on ADA Stalls. Solid Plastic Shoes. Cant is Solid Plastic Brackets As per attached diagram. Vendor is responsible for confirming all dimensions. (2) Urinal Screens. Drawing is not to scale (601) 297-8203 to setup site visit.	03/02/15	1.00	EA	$ 10702.00	$ 10702.00	3/30/15	4/3/15

TOTAL BID PRICE $10,702.00

RECEIVED
MAR - 5 2015
Vendor Underwood
AWARDED

3-5-15

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 3/03/15
Order Number . . 2167 OQ

ECONOMY SUPPLY COMPANY
200 SECOND ST
PO BOX 1128
HATTIESBURG MS 39403-1128

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME Mark S. Bond

SIGNATURE Mark S. Bond DATE 3/4/15

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: DAHMER POOL/FIELD #2 RESTROOMS-PARTITIONS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
PROVIDE SOLID Plastic (HDPE) Overhead Braced Toilet Compartments, Wall Hung Urinal Screens, Dark Charcoal Gray Color, Orange Peel Finish, Standard Aluminum Hardware, 2 Door pulls on ADA Stalls, Solid Plastic Shoes, Cont. Solid Plastic Brackets As per attached diagram. Vendor is responsible for confirming all dimensions. Drawing is not to scale. (9) Compartments; (2) Urinal Screens. Vendor may call (601) 297-8903 to setup site visit.	03/02/15	1.00	EA	7995.00	7995.00	4/8/15	4/10/15

TOTAL BID PRICE 7995.00

RECEIVED
MAR - 5 2015

03/03/2015 TUE 8:18 FAX 6015456661 Hattiesburg Purchasing
03/04/2015 11:00 6015446960 PAGE 01/01

City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2015-1761

File ID:	2015-1761	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	03/19/2015
Brief Title:	MDOT UYC grant 2015			**Final Action:**	
				Minute Book Number:	MB2015-104

Title:

Acknowledge submission of Mississsissippi Department of Transportation 2015 Urban Youth Corps grant in the amount of $51,100 ($35,000 state / $16,100 local) to fund employment for youth on transportation projects.

Notes: original and four copies mailed 03/19/2015

Sponsors:		**Enactment Date:**	
Attachments:	MDOT UYC 2015 app	**Enactment Number:**	
Contact:		**Meeting Date:**	04/07/2015
Drafter:	Brett Benson	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/07/2015					

Text of Legislative File 2015-1761

Title

Acknowledge submission of Mississsissippi Department of Transportation 2015 Urban Youth Corps grant in the amount of $51,100 ($35,000 state / $16,100 local) to fund employment for youth on transportation projects.

Summary

MDOT UYC grant submission Acknowledgement

Budget Information

Expenditure Type

Grant project

Purchasing Item

Publication Information

Mayor
Johnny L. DuPree, Ph.D.

Council - Ward 1	Council - Ward 2	Council - Ward 3	Council - Ward 4	Council - Ward 5
Kim Bradley	*Deborah Denard Delgado*	*Carter Carroll*	*Mary Dryden*	*Henry Naylor*

17 March 2015

Mr. Jeffrey C. Altman, P.E.
State Engineer for Local Pubic Agencies
Mississippi Department of Transportation
POB 1850
Jackson, MS 39215-1850

Dear Mr. Altman,

Enclosed you will find one original and four copies of the City of Hattiesburg 2015 Urban Youth Corps grant. The application will appear before the Hattiesburg City Council on April 7, 2015. A copy of its passage will be forwarded to you at that time.

If there are any questions please contact my office 601-554-1014, grntwtr@hattiesburgms.com or Ann Jones, General Manager, Department of Parks and Recreation grndmnt@hattiesburgms.com 601-545-4667.

Sincerely,

Brett R. Benson
Grant Coordinator

Cc: Ann Jones, Gen Mgr DPR

URBAN YOUTH CORPS PROJECT APPLICATION FORM

Date: 10 March 2015

Applicant: City of Hattiesburg

Contact Person: Brett Benson, Grant Coordinator
(Technical/Administrative, i.e. Engineer, Public Works Director, etc.)

Address: **(Must include the 4 digit extension on the ZIP code)**
POB 1898
Hattiesburg, MS 39403-1898

Telephone Number: 601-554-1014

Email Address: grntwtr@hattiesburgms.com

Project Description: Each student worker will receive training and life skills education as stipulated in MDOT guidelines. This year students will be performing beautification and maintenance along Hwys 49 &98 and I-59. This will include mulching areas along Hwy 49 North from Interstate 59 to the City limit line and areas along Hwy 49 South from Interstate 59 to the City limit line. Program participants will also assist with the maintenance of material planted along Highway 49 North, Highway 49 South, Interstate 59, Highway 98, and Highway 11 such as watering, pruning and planting. They will participate in renovation of the Tatum Park Nature Trail.

Projected Project Costs:	FEDERAL*	OTHER	TOTAL
	$35,000	$16,100	$51,100

*Maximum Federal Share = 80% of Total Cost

Approvals

Applicant: _____ **Title:** Mayor
(Mayor, Pres. Board, or Agency Head)

Approved Eligible: _____ **Date:** _____
(MDOT)

ATTACHMENT A:

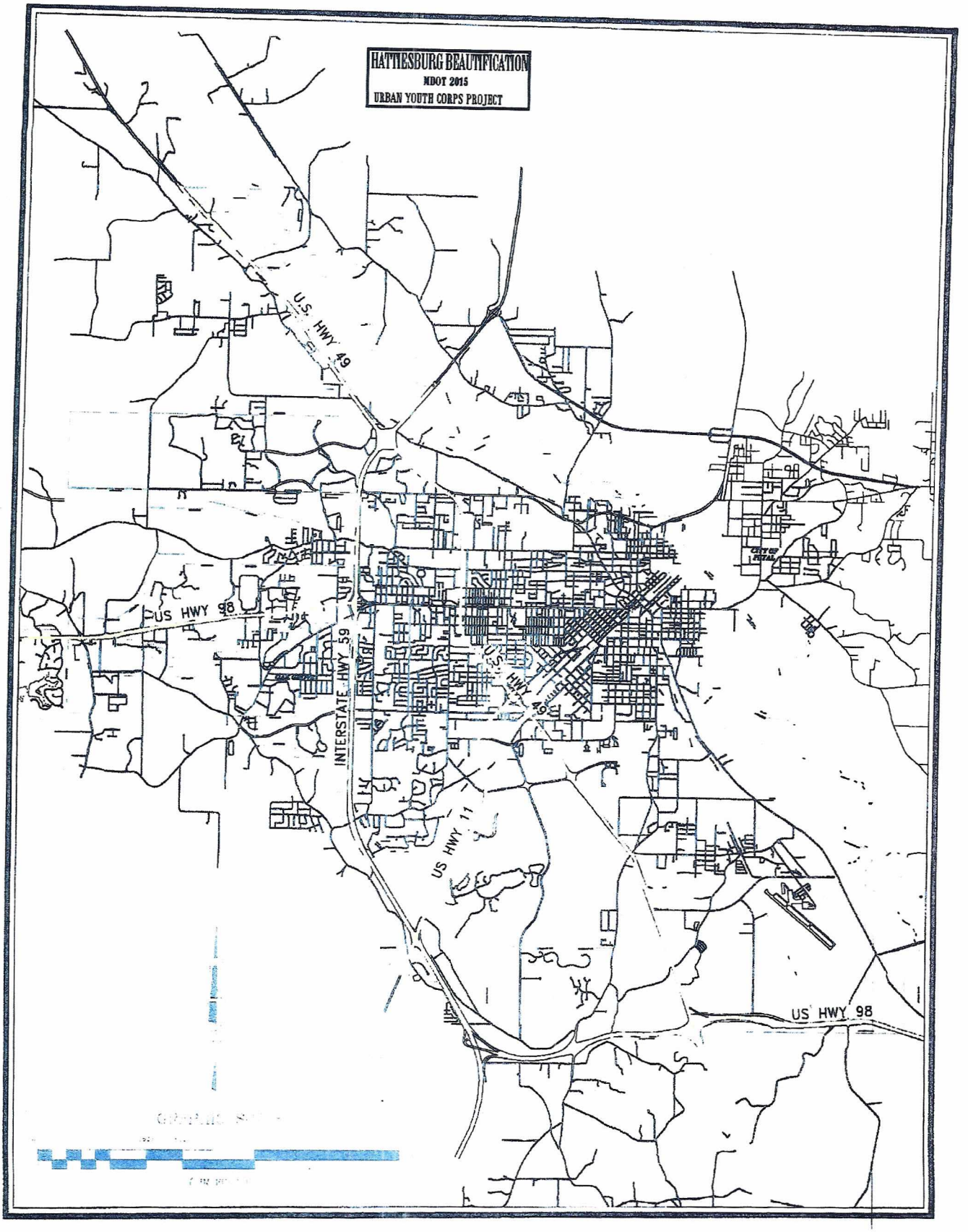
PROPOSED URBAN YOUTH CORPS PROJECT- HATTIESBURG 2015

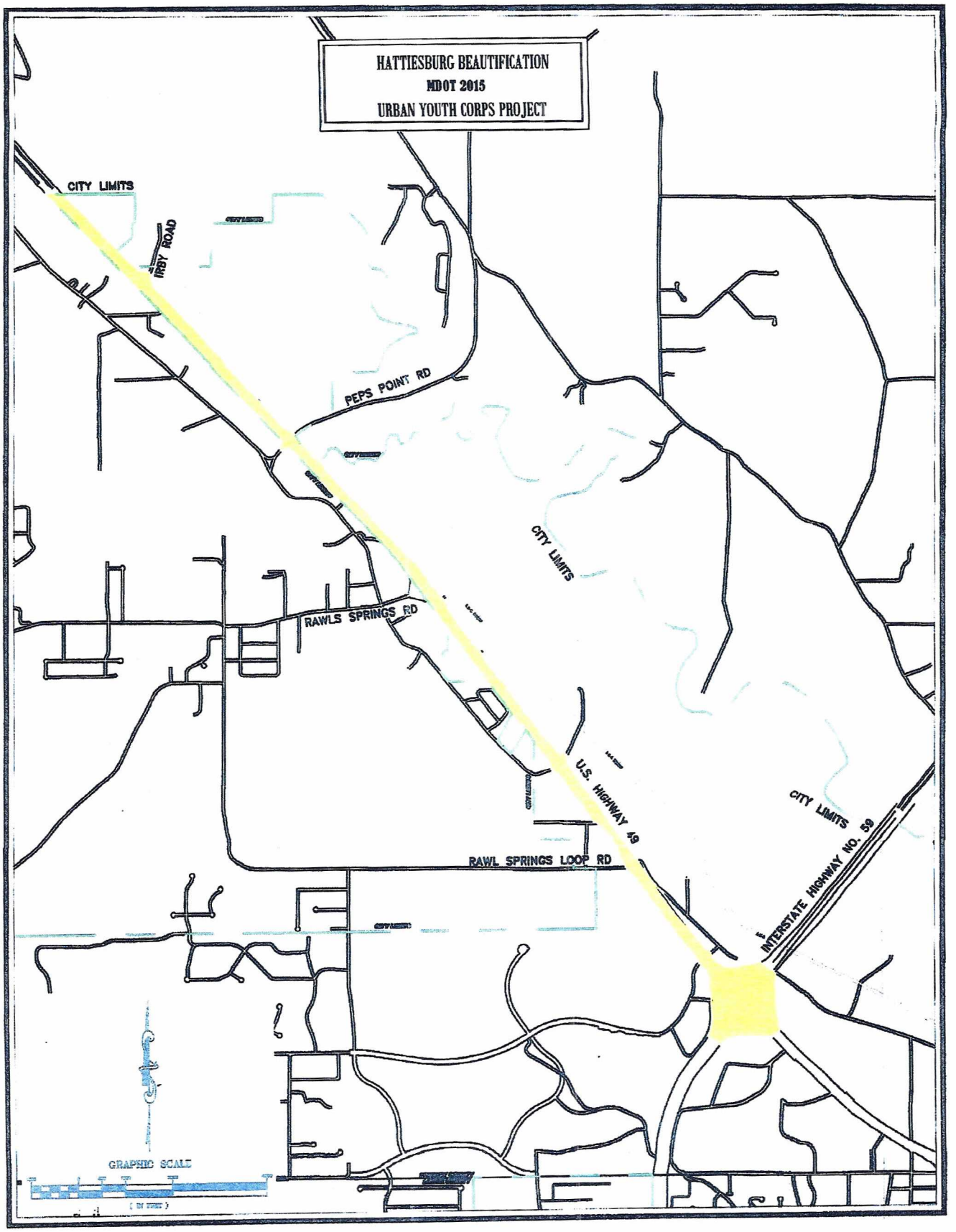
The following information has been compiled for the 2015 MDOT Urban Youth Corp Program. As per notification letter from MDOT, we are allowed to apply for up to $35,000.00. The following budget and program schedule will reflect such. The 2015 MDOT Youth Corp project would be a 9-week program, which would run June 1, 2015 through July 31, 2015. These funds will provide for up to ten positions and one supervisor position. As stipulated by the program guidelines, each participant in this program would receive 4 hours per week of training on subjects related to equipment safety, transportation field job opportunities, transportation district #6 field trip, urban forestry opportunities, agronomy field opportunities, credit establishment and accountability, litter prevention, roadway beautification, and job interview training.

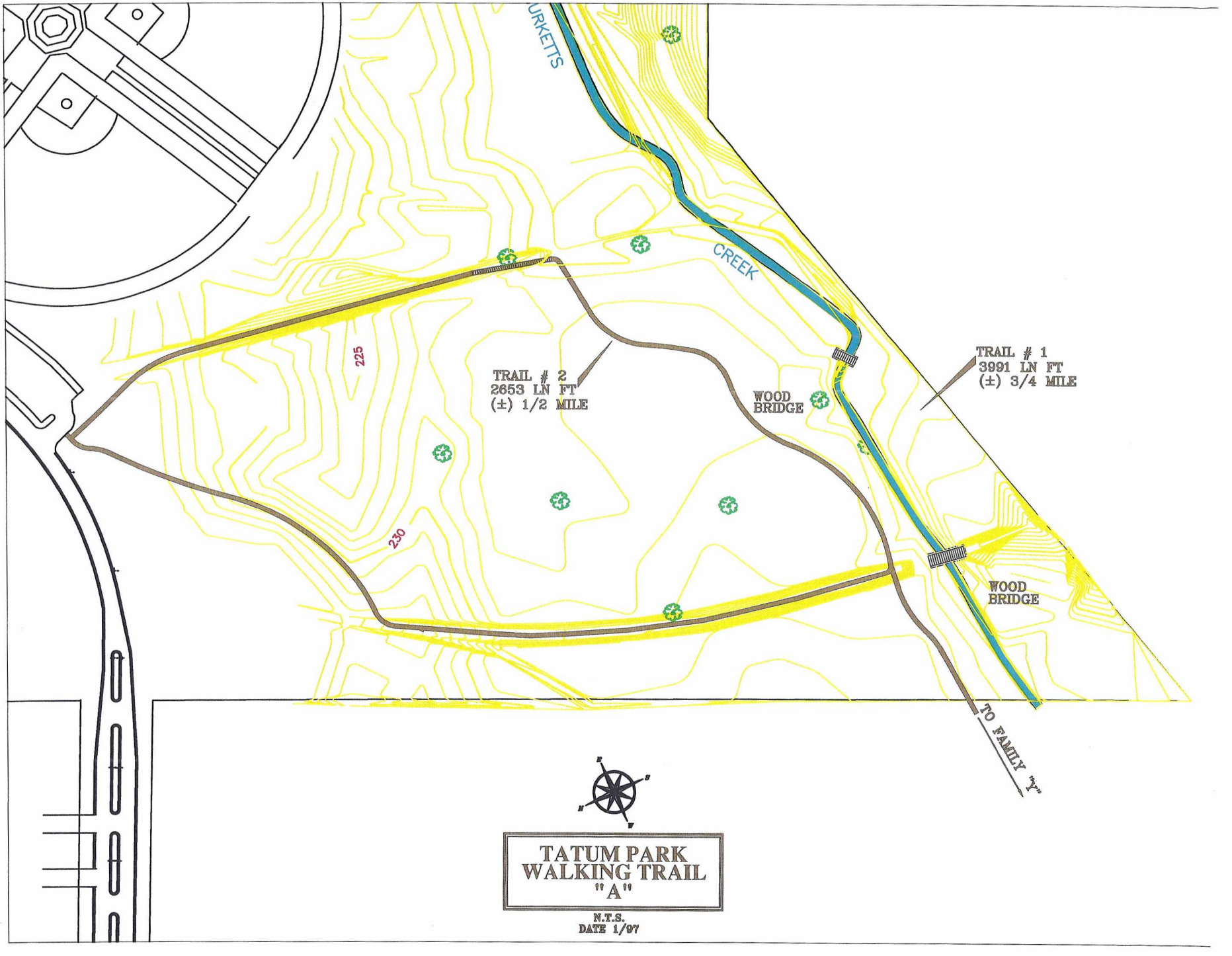
This year's program would encompass having the students mulching areas along Hwy 49 North from Interstate 59 to the City limit line and areas along Hwy 49 South from Interstate 59 to the City limit line. Program participants will also assist with the maintenance of material planted along Highway 49 North, Highway 49 South, Interstate 59, Highway 98, and Highway 11 such as watering, pruning and planting. Students will also learn the principles of road construction, as they will participate in the renovation of the Tatum Park Nature Trail.

ATTACHMENT B:

PROJECT LOCATION MAPS


HATTIESBURG BEAUTIFICATION
MDOT 2015
URBAN YOUTH CORPS PROJECT
U.S. HWY 49
US HWY 98
INTERSTATE HWY 59
US HWY 49
US HWY 11
US HWY 98


HATTIESBURG BEAUTIFICATION
MDOT 2015
URBAN YOUTH CORPS PROJECT
CITY LIMITS
IRBY ROAD
PEPS POINT RD
CITY LIMITS
RAWLS SPRINGS RD
U.S. HIGHWAY 49
CITY LIMITS
RAWL SPRINGS LOOP RD
INTERSTATE HIGHWAY NO. 59
GRAPHIC SCALE



TATUM PARK WALKING TRAIL "A"

N.T.S.
DATE 1/97

ATTACHMENT C:

ENVIRONMENTAL REVIEW

All locations described in this application have been removed from their natural state due to heavy construction and landscaping.

It is believed no adverse consequences will result from the implementation of this grant project.

ATTACHMENT D:

BUDGET AND IMPLEMENTATION SCHEDULE

Schedule

The 2015 MDOT Youth Corp project would be a 9-week program, which would run June 1, 2015 through July 31, 2015.

Proposed 2015 MDOT Urban Youth Corp Budget:

10 Summer Positions @ $9.00 Per Hour for 9 Weeks (360 Hours)=		$32,400.00
1 Supervisor Position @ $10.00 Per Hour for (440 Hours)=		$ 4,400.00
11 Youth Corp Supply Packs @$200.00=	$ 2,200.00	
(Uniform Shirts, Safety Equipment)		
Educational Materials		$ 1,500.00
Landscape		$ 5,000.00
Trail Materials		$ 2,100.00
Litter Education/Signage Materials		$ 3,500.00
		$51,100.00

Breakdown:

MDOT	$35,000.00
Local	$16,100.00
TOTAL	$51,100.00

ATTACHMENT E:

DESCRIPTION OF LIFE SKILLS

Each participant in this program would receive 34 hours (4 hours per week) of training on subjects related to equipment safety, transportation field job opportunities, transportation district #6 field trip, urban forestry opportunities, agronomy field opportunities, credit establishment and accountability, litter prevention, roadway beautification, and job interview training.

8. APPLICATION CHECKLIST

The following list of items and requirements are necessary for an *Transportation Enhancement-Urban Youth Corps Program* application to be considered eligible for funding by the Mississippi Department of Transportation (MDOT).

X **Eligible Applicant-**Is the applicant a Mississippi city with a population of 10,000 or greater, as enumerated by the official United States Census of 2000?

X **Project meets one or more of the eligible activities** as described in Section 3 of this document.

X **Project includes schedules and plans for Life Skills Training for a minimum of 10% of the participants' time.**

X **Complete Application Form.**

X **Proof of Local Matching Funds** or eligible in-kind of at least 20% must be provided by each successful applicant.

X **Pass a Board Order:** Pass a board order stating that the applicant is willing to participate in the *Transportation Enhancement-Urban Youth Corps* Program funding and regulatory requirements of both the Federal and State governments if project is approved for funding.

X **ATTACHMENT A**: *Description of Proposed Project* (including details on 10% training requirement for participants); two pages, or less.

X **ATTACHMENT B**: *Maps, plans, and Photographs* (which denote the project location, area, Right-of-way, etc.)

X **ATTACHMENT C**: *Environmental Review* (adequately consider environmental consequences and compliance); brief summary -- one page, or less.

X **ATTACHMENT D**: *Budget and Implementation Schedule;* a sample budget is included.

X **ATTACHMENT E**: *Description of Life Skills*

City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2015-1771

File ID:	2015-1771	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	03/26/2015
Brief Title:	proofs of publication			**Final Action:**	
				Minute Book Number:	MB2015-104

Title:
Acknowledge proofs of publication for the month of February 2015.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Publications 2-2015	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/07/2015					

Text of Legislative File 2015-1771

Title

Acknowledge proofs of publication for the month of February 2015.

Summary

Proofs of publication

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,

PASTE PROOF HERE

C19347
THE CITY OF HATTIESBURG,
0200480933
TIP Amendment 1

an authorized clerk of THE CLARION-LEDGER, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

NOTICE FOR PUBLIC COMMENT
Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization
TIP Amendment #1
2015-2019 Transportation Improvement Plan

In compliance with federal regulations 23 CFR 450, the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (HPFL-MPO) is holding a fifteen day (15) day public comment period for proposed Amendment #1 to the 2015-2019 local Transportation Improvement Plan (TIP). The last day for comment is March 3, 2015. The following amendment is requested:

The HPFL-MPO request Amend the HPFL-MPO 2015-2019 Transportation Improvement Plan for the addition of Mississippi Department of Transportation Grouped Projects utilizing Surface Transportation Funds for the Hattiesburg Urbanized Area.

BRIDGE REPLACEMENT

Fiscal Year	Agency	Fund Source	Federal Share	State/Local Share	Total Cost
2015	MDOT/Local Agencies	NHPP/STP/SFP	$0	$0	$0
2016	MDOT/Local Agencies	NHPP/STP/SFP	$13,100,000	$0	$13,100,000
2017	MDOT/Local Agencies	NHPP/STP/SFP	$0	$0	$0
2018	MDOT/Local Agencies	NHPP/STP/SFP	$0	$0	$0
2019	MDOT/Local Agencies	NHPP/STP/SFP	$0	$0	$0
SUB-TOTAL FOR BRIDGE REPLACEMENT			$13,100,000	$0	$13,100,000

OPERATION/MAINTENANCE/MINOR RECONSTRUCTION

Fiscal Year	Agency	Fund Source	Federal Share	State/Local Share	Total Cost
2015	MDOT/Local Agencies	NHPP/STP/SFP	$0	$0	$0
2016	MDOT/Local Agencies	NHPP/STP/SFP	$0	$0	$0
2017	MDOT/Local Agencies	NHPP/STP/SFP	$8,100,000	$900,000	$9,000,000
2018	MDOT/Local Agencies	NHPP/STP/SFP	$0	$0	$0
2019	MDOT/Local Agencies	NHPP/STP/SFP	$0	$0	$0
SUB-TOTAL FOR OPERATION/MAINTENANCE/MINOR RECONSTRUCTION			$8,100,000	$900,000	$9,000,000

SAFETY

Fiscal Year	Agency	Fund Source	Federal Share	State/Local Share	Total Cost
2015	MDOT/Local Agencies	NHPP/STP/SFP	$1,417,500	$157,500	$1,575,000
2016	MDOT/Local Agencies	NHPP/STP/SFP	$0	$0	$0
2017	MDOT/Local Agencies	NHPP/STP/SFP	$0	$0	$0
2018	MDOT/Local Agencies	NHPP/STP/SFP	$0	$0	$0
2019	MDOT/Local Agencies	NHPP/STP/SFP	$0	$0	$0
SUB-TOTAL FOR SAFETY			$1,417,500	$157,500	$1,575,000

TAP/TE/RECREATIONAL TRAILS/SRTS

Fiscal Year	Agency	Fund Source	Federal Share	State/Local Share	Total Cost
2015	MDOT/Local Agencies	NHPP/STP/SFP	$780,000	$339,250	$1,119,250
2016	MDOT/Local Agencies	NHPP/STP/SFP	$0	$0	$0
2017	MDOT/Local Agencies	NHPP/STP/SFP	$0	$0	$0
2018	MDOT/Local Agencies	NHPP/STP/SFP	$0	$0	$0
2019	MDOT/Local Agencies	NHPP/STP/SFP	$0	$0	$0
SUB-TOTAL FOR OPERATION/MAINTENANCE/MINOR RECONSTRUCTION			$780,000	$339,250	$1,119,250

The projects contained in this "Grouped" list are not individually listed in the STIP. These projects individually or cumulatively have no significant environmental impact. Public Comments are encouraged and will be accepted until March 3, 2015. Comments may be submitted to Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization, Monday through Friday, 8:00 a.m. To 4:30 p.m., at the Hattiesburg Intermodal Facility (Train Depot), 308 Newman Street, Hattiesburg, Ms or by sending an e-mail to mpo@hattiesburgms.com

To ensure compliance with the Americans with Disabilities Act (ADA), persons with disabilities that require aids or services to participate in the review, contact HPFL-MPO office at (601) 545-6325; or e-mail mpo@hattiesburgms.com to make arrangements.

February 15 and 19, 2015
CL-0200480933

2/15/2015
2/19/2015

Size: 6 words / 4.00 col. x 1.00 lines
Published: 2 time(s)
Total: $119.80

Signed _____
Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 2/19/2015.

_____
Notary Public

RICK TYLER

Notary Public State of Mississippi at Large. Bonded thru Notary Public Underwriters

(SEAL)

STATE OF MISSISSIPPI
RICK TYLER
NOTARY PUBLIC
ID No. 90075
Commission Expires
June 29, 2016
RANKIN COUNTY

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

2/27/2015

Size: 551 words / 1.00 col. x 133.00 lines
Published: 1 time(s)
Total: $68.12

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 2/27/2015.

Jennifer J. Brogdon
Notary Public

Feb. 27, 2015
Date

(SEAL)

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 90911 JENNIFER J. BROGDON Commission Expires Sept. 4, 2016 FOREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200481861
APPEAL (Arrington)

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Marvin Arrington Sr., Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to change the zoning classification of a certain property located at 314 Bay street (Parcel 029P-10-281.00, PPIN 18609, Ward 4) from R-1B (Single-Family Residential) District to B-2 (Neighborhood Business) District. Said property being more particularly described as follows, to-wit:
All of Lot 4 West of the Illinois Central Railroad Company right-of-way, being further described as that part of Lot 4 bounded on the East by the said Illinois Central Railroad Company right-of-way, on the South by Southern Avenue in the City of Hattiesburg, and on the West by Bay Street in the City of Hattiesburg, Mississippi, in Book 66 of and according to the Kamper and Whinnery Subdivision No. 2 of the City of Hattiesburg, Forrest County, Mississippi, the same being a subdivision of a part of Section 10, Township 4 North, Range 13 West, Forrest County, Mississippi, as per the map or plat thereof on file of record in the office of the Chancery Clerk of Forrest County, Mississippi, in Plat Book 12 at Page 6."
AND ALSO:
Certain Property situated in the Northwest Quarter of the Southeast Quarter of Section 10, Township 4 North, Range 13 West of the St. Stephen's Meridian at Hattiesburg, Forrest County, Mississippi, said property forming a portion of the right-of-way of the Illinois Central Gulf Railroad Company's Gulfport District is described as follows: Begin at a point where a line that lies parallel with and 50 feet normally distant Southwesterly from an opposing ... of be heard.
WITNESS my signature and the official seal of said City on this, the 24th day of February, 2015.
CITY OF HATTIESBURG, MISSISSIPPI
BY: Sharon Waits/s/
DEPUTY CITY CLERK
(SEAL)

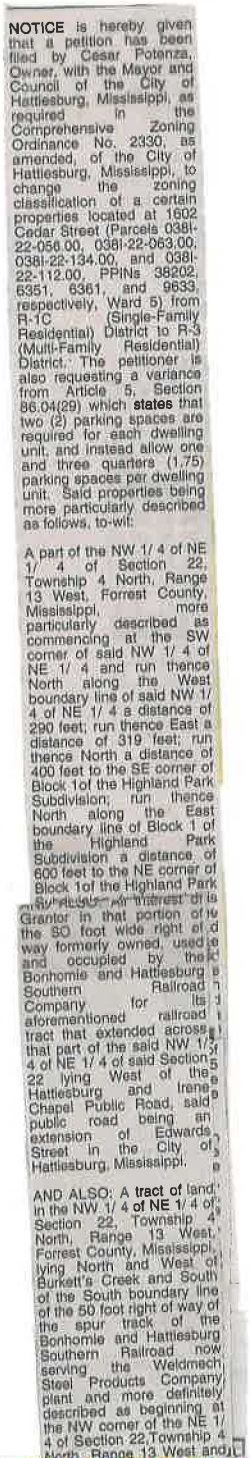
Publish Date: February 27, 2015

0200481861-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200481233
Cesar Potenza Rezoning



NOTICE is hereby given that a petition has been filed by Cesar Potenza, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to change the zoning classification of a certain properties located at 1502 Cedar Street (Parcels 038I-22-056.00, 038I-22-063.00, 038I-22-134.00, and 038I-22-112.00, PPINs 38202, 6351, 6361, and 9633, respectively, Ward 5) from R-1C (Single-Family Residential) District to R-3 (Multi-Family Residential) District. The petitioner is also requesting a variance from Article 5, Section 86.04(29) which states that two (2) parking spaces are required for each dwelling unit, and instead allow one and three quarters (1.75) parking spaces per dwelling unit. Said properties being more particularly described as follows, to-wit:

A part of the NW 1/ 4 of NE 1/ 4 of Section 22, Township 4 North, Range 13 West, Forrest County, Mississippi, more particularly described as commencing at the SW corner of said NW 1/ 4 of NE 1/ 4 and run thence North along the West boundary line of said NW 1/ 4 of NE 1/ 4 a distance of 290 feet; run thence East a distance of 319 feet; run thence North a distance of 400 feet to the SE corner of Block 1of the Highland Park Subdivision; run thence North along the East boundary line of Block 1 of the Highland Park Subdivision a distance of 600 feet to the NE corner of Block 1of the Highland Park Subdivision, all interest of is Grantor in that portion of w the 50 foot wide right of d way formerly owned, used e and occupied by the Bonhomie and Hattiesburg Southern Railroad Company for its aforementioned railroad tract that extended across that part of the said NW 1/ 4 of NE 1/ 4 of said Section 22 lying West of the Hattiesburg and Irene Chapel Public Road, said public road being an extension of Edwards Street in the City of Hattiesburg, Mississippi.

AND ALSO: A tract of land in the NW 1/ 4 of NE 1/ 4 of Section 22, Township 4 North, Range 13 West, Forrest County, Mississippi, lying North and West of Burkett's Creek and South of the South boundary line of the 50 foot right of way of the spur track of the Bonhomie and Hattiesburg Southern Railroad now serving the Weldmech Steel Products Company plant and more definitely described as beginning at the NW corner of the NE 1/ 4 of Section 22,Township 4 North, Range 13 West and

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

2/13/2015

Size: 1,177 words / 1.00 col. x 250.00 lines
Published: 1 time(s)
Total: $146.24

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 2/13/2015.

Jennifer J. Brogdon
Notary Public

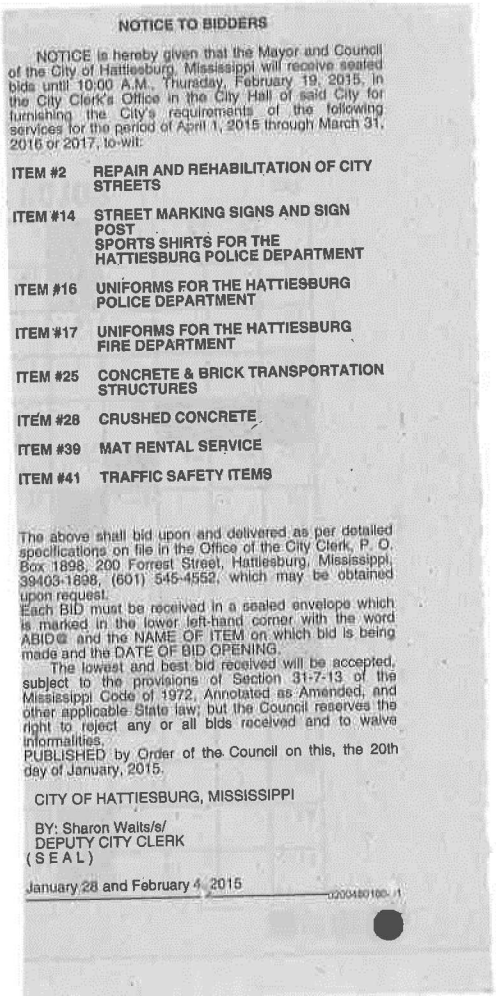
Feb. 13, 2015
Date

STATE OF MISSISSIPPI NOTARY PUBLIC
(SEAL) # 90911
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2016
FORREST COUNTY

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200480160
NOTICE TO BIDDERS NOTICE is here



NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 19, 2015, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following services for the period of April 1, 2015 through March 31, 2016 or 2017, to-wit:

ITEM #2	REPAIR AND REHABILITATION OF CITY STREETS
ITEM #14	STREET MARKING SIGNS AND SIGN POST SPORTS SHIRTS FOR THE HATTIESBURG POLICE DEPARTMENT
ITEM #16	UNIFORMS FOR THE HATTIESBURG POLICE DEPARTMENT
ITEM #17	UNIFORMS FOR THE HATTIESBURG FIRE DEPARTMENT
ITEM #25	CONCRETE & BRICK TRANSPORTATION STRUCTURES
ITEM #28	CRUSHED CONCRETE
ITEM #39	MAT RENTAL SERVICE
ITEM #41	TRAFFIC SAFETY ITEMS

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.
Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word ABID@ and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.
The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.
PUBLISHED by Order of the Council on this, the 20th day of January, 2015.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Sharon Waits/s/
DEPUTY CITY CLERK
(SEAL)

January 28 and February 4, 2015 0200480160-1

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

1/28/2015
1/28/2015
2/4/2015

Size: 445 words / 2.00 col. x 60.00 lines
Published: 2 time(s)
Total: $106.90

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 2/4/2015.

Jennifer J. Brogdon
Notary Public

Feb. 4, 2015
Date

(SEAL)

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 90911
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2016
FORREST COUNTY

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200481232
James Humphreys Rezoning



PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by James M. Humphreys (Humphreys and Associates), Applicant, on behalf of Alpesh Patel (Hattiesburg HP LLC) Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, is requesting three (3) variances. 1) A variance from Article 4, Section 62.04(1) which states that the minimum front setback is thirty (30) feet, and instead allow a setback of five (5) feet. 2) A variance from Article 4, Section 62.04(7) which states that no building or structure shall exceed three (3) stories in height, and instead allow four (4) stories. 3) A variance from Article 5, Section 86.04(23) which states that one and one tenth (1.1) parking spaces are required for each dwelling unit, and instead allow one (1) parking space per dwelling unit. The properties are located at 120 Plaza Drive (Parcels 051J-12-045.00 & 051J-12-044.000, PPINs 8242 & 14400, respectively, Ward 3) and are zoned B-5 (Regional Business) District. Said properties being more particularly described as follows, to-wit:

A PARCEL OF LAND BEING LOCATED IN THE SW 1/4 OF THE NE 1/4 OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF THE SW 1/4 OF THE NE 1/4 OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, MISSISSIPPI; THENCE RUN N89°45'53"E ALONG THE NORTH LINE OF THE SAID FORTY FOR 726.15' TO AN IRON PIN AT THE NE CORNER OF LOT 6 OF EXECUTIVE PLAZA SUBDIVISION; THENCE RUN S16°00'55"W FOR 270.51' TO AN IRON PIN AT THE NE CORNER OF LOT 13 OF EXECUTIVE PLAZA SUBDIVISION; THENCE RUN S89°07'43"E FOR 196.65'; THENCE RUN N54°58'17"E FOR 21.14' TO AN IRON PIN ON THE NORTHEASTERN RIGHT-OF-WAY LINE OF PLAZA DRIVE FOR THE POINT OF BEGINNING; THENCE RUN S62°59'22"E ALONG THE SAID RIGHT-OF-WAY FOR 38.88'; THENCE RUN SOUTH ALONG THE SAID RIGHT-OF- WAY FOR 49.93' TO AN IRON PIN; THENCE RUN N76°01'10"E FOR 222.89' TO AN IRON PIN ON THE

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

2/13/2015
2/13/2015

Size: 786 words / 1.00 col. x 207.00 lines
Published: 1 time(s)
Total: $99.57

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 2/13/2015.

Jennifer J. Brogdon
Notary Public

Feb. 13, 2015
Date

(SEAL)

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 90911
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2016
FORREST COUNTY

City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2015-1763

File ID:	2015-1763	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	03/23/2015
Brief Title:	Privilege License Report			**Final Action:**	
				Minute Book Number:	MB2015-104

Title:

Acknowledge receipt of privilege license report for the month of February, 2015 from the Tax Department, as per recommendation.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Memo, New Lic, Renewals	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/07/2015					

Text of Legislative File 2015-1763

Title

Acknowledge receipt of privilege license report for the month of February, 2015 from the Tax Department, as per recommendation.

Summary

Privillege License report.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Mayor
Johnny L. DuPree, Ph.D.

Council - Ward 1	Council - Ward 2	Council - Ward 3	Council - Ward 4	Council - Ward 5
Kim Bradley	*Deborah Denard Delgado*	*Carter Carroll*	*Mary Dryden*	*Henry Naylor*

March 23, 2015

Mayor & Council
City of Hattiesburg

Attached is a copy of the Privilege License Report for the month of February, 2015. The breakdown for this month's collection is as follows:

New Licenses	$ 380.00
Renewed Licenses	$ 8,787.50
Penalties	$ 107.10

The grand total collected for October was $9, 274.60
Respectfully,

Kermas Eaton
Division Manager

PRIVILEGE LICENSE MONTHLY REPORT
February 2015

New Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0150229	20.00		PS & PJ LAWN SERVICE 152 PEP'S POINT ROAD HATTIESBURG, MS 39401
0150231	20.00		TOP NAILS 6096 HWY 98 W STE 3A HATTIESBURG, MS 39402
0150245	20.00		BANANA SPLIT CHILDREN'S BOUTIQUE 560 WEATHERSBY ROAD, SUITE 170 HATTIESBURG, MS 39402
0150266	20.00		CPR WORKS 1407 REBECCA AVE. HATTIESBURG, MS 39401
0150273	30.00		DOMINO'S PIZZA #5920 3203 HARDY ST GULFPORT, MS 39503
0150278	30.00		JEFFERSON COUNTY HOSPITAL OUTPATIEN 5295 OLD HWY 11 STE 11 FAYETTE, MS 39069
0150280	20.00		G ENTERPRISES 301 HUMBLE AVE. #184 RICHTON, MS 39476
0150287	20.00		MYSTIQUE DANCE STUDIO 5268 OLD HWY 11, SUITE #9 HATTIESBURG, MS 39402
0150289	20.00		SOUTHERN ELITE PROPERTIES 53 LAKEWOOD DR., STE B HATTIESBURG, MS 39402
0150299	20.00		BUMPTE 103 SOUTH 14TH AVE HATTIESBURG, MS 39401
0150300	20.00		WRIGHT BROS. MOTORS, LLC 5584 HWY 42 HATTIESBURG, MS 39401
0150308	20.00		ABSOLUTELY J. LEE'S 1503 E. HARDY ST HATTIESBURG, MS 39401
0150310	20.00		HONEST AND ACCURATE ITM TAX SERVICE 805 WEST PINE STREET HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
February 2015

New Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0150312	20.00		INNOVATIVE DESIGN & ENGINEERING 607 CORINNE STREET, STE B2 HATTIESBURG, MS 39402
0150313	30.00		PENCO CONSTRUCTION, LLC 389 BETHAL CHURCH ROAD SEMINARY, MS 39479
0150329	30.00		WOODLAND REALTY INC. 6504 HWY 98 STE B HATTIESBURG, MS 39402
0150344	20.00		WILLIAMS TOWING 113 N TIPTON AVE HATTIESBURG, MS 39401
17	380.00	.00	

PRIVILEGE LICENSE MONTHLY REPORT
February 2015

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0150197	75.00		STANDARD OFFICE SUPPLY 400 W. PINE ST. HATTIESBURG, MS 39403
0150198	48.00		HATTIESBURG EYE CLINIC, P.A. 100 WEST HOSPITAL DR. HATTIESBURG, MS 39402
0150199	30.00		QUALITY INN 6511 HWY 49 NORTH HATTIESBURG, MS 39401
0150200	20.00		JUST RIGHT JANITORIAL 105 HANOVER DR. HATTIESBURG, MS 39403
0150201	30.00		BURGER KING #1695 806 BROADWAY DR. NEW ORLEANS, LA 70174
0150202	20.00		BROWN LAWN SERVICE 252 CYPRESS AVE HATTIESBURG, MS 39401
0150203	30.00		HOVER GRAVEL, INC 46 ARCHIE HOVER RD. HATTIESBURG, MS 39402
0150204	30.00		TOUCHSTONE MOTOR SALES, INC. 1801 CORINNE ST. HATTIESBURG, MS 39401
0150205	20.00		ALLEY RENTAL MINI WAREHOUSE 119 WEST RED ST. HATTIESBURG, MS 39401
0150206	20.00	2.20	ELDER DRAGON GAMES 2621 LINCOLN RD HATTIESBURG, MS 39401
0150207	30.00	3.60	JODY'S BAKERY 6058 US HWY 49 SOUTH HATTIESBURG, MS 39401
0150208	20.00		CHINA EXPRESS 5912 US HWY 49, SUITE FC3 HATTIESBURG, MS 39402
0150209	20.00		GRANNY HOME COOKIN 5576 HWY 42 HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
February 2015

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0150210	20.00		AMERICAN STEEL LINE BUILDING SUPPLY 5689 US HWY 49 SOUTH HATTIESBURG, MS 39401
0150211	36.00		MOORE FUNERAL HOME INC. 805 HARDY ST. HATTIESBURG, MS 39403
0150212	30.00		ROBERTS & ASSOCIATES 307 W. PINE STREET HATTIESBURG, MS 39403
0150213	30.00		WDAM SALES OFFICE 2206 HARDY STREET HATTIESBURG, MS 39404
0150214	1,098.00		TOP MUSIC COMPANY 3656 GOVERNMENT BLVD. MOBILE, AL 36693
0150215	30.00		HANGER PROSTHETICS & ORTHOTICS INC 1104 S 28TH AVE AUSTIN, TX 78758
0150216	20.00		LADNER LAW FIRM, PLLC 612 N MAIN STREET HATTIESBURG, MS 39403
0150217	30.00		INTERFACE SECURITY 124 GRAND DRIVE, SUITE 1070 EARTH CITY, MO 63045
0150218	20.00		SCHAMBER-JONES, CPA,PA 1316 HARDY ST. HATTIESBURG, MS 39401
0150219	20.00		BILL'S PLUMBING COMPANY 1188 MACEDONIA ROAD PETAL, MS 39465
0150220	20.00		INTERNATIONAL FIRE PROTECTION, INC 5462 ABLE COURT MADISON, AL 35758
0150221	20.00		MCELHANEY PLUMBING INC. 501 WEST LAUREL AVE. HATTIESBURG, MS 39401
0150222	20.00		THE VENUE 127 BUSCHMAN ST HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
February 2015

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0150223	20.00		MORRIS BART & ASSOCIATES, APLC #6 PLAZA DRIVE HATTIESBURG, MS NEW ORLEANS, LA 70112
0150224	30.00		MCELHANEY PLUMBING COMPANY,INC. 501 W. LAUREL AVE. HATTIESBURG, MS 39401
0150225	20.00	2.20	T MICHAEL REED 612 NORTH MAIN STREET HATTIESBURG, MS 39403
0150226	20.00		THE WEDDING ELEMENT 61 MILLPOND DRIVE HATTIESBURG, MS 39401
0150227	20.00		DIRECT GENERAL CONSUMER PRODUCT INC 6109 US HWY 98, STE 50 NASHVILLE, TN 37217
0150228	22.50		HOLIDAY INN HATTIESBURG 10 GATEWAY DR INDIANAPOLIS, IN 46241
0150230	120.00		HALL'S ALIGNMENT SERVICE 7210 U.S. HWY 49 N. HATTIESBURG, MS 39402
0150232	20.00		SUPER 8 MOTEL / SHRIJI, INC. 6529 HWY 49N HATTIESBURG, MS 39401
0150233	20.00		VETERINARY ASSOCIATES OF HATTIESBUR 1907 BROADWAY DR. HATTIESBURG, MS 39402
0150234	20.00		LUCKETT LAND TITLE, INC. 6555 HWY 98 WEST STE 3 JACKSON, MS 39216
0150235	20.00		DOWNTOWN TONSORIAL PARLOR 119 E.PINE ST. HATTIESBURG, MS 39401
0150236	20.00	3.20	BAGGETT PLUMBING CO. 317 RALPH RAWLS ROAD HATTIESBURG, MS 39402
0150237	30.00	9.00	BAGGETT PLUMBING CO. 317 RALPH RAWLS ROAD HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
February 2015

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0150238	30.00	5.40	BAGGETT PLUMBING CO. 317 RALPH RAWLS ROAD HATTIESBURG, MS 39402
0150239	20.00	3.00	BAGGETT PLUMBING CO. 317 RALPH RAWLS ROAD HATTIESBURG, MS 39402
0150240	92.50		AURORA CASKET COMPANY, LLC 2792 EDWARDS ST AURORA, IN 47001
0150241	30.00		POPEYES #35 5034 US HWY 98 HATTIESBURG, MS 39401
0150242	340.00		BUXTON'S CARQUEST OF HATTIESBURG 415 BROADWAY DR HATTIESBURG, MS 39401
0150243	20.00		HALLMAN PROPERTY MANAGEMENT 3420 HARDY ST. STE 2 HATTIESBURG, MS 39402
0150244	92.00		LA MEXICANA 5224 HWY 42 UNIT II HATTIESBURG, MS 39401
0150246	20.00	13.00	HUB CITY HAIR SALON 100 WEST 4TH ST. HATTIESBURG, MS 39401
0150247	20.00	10.60	HUB CITY HAIR SALON 100 WEST 4TH ST. HATTIESBURG, MS 39401
0150248	20.00	8.20	HUB CITY HAIR SALON 100 WEST 4TH ST. HATTIESBURG, MS 39401
0150249	20.00	5.80	HUB CITY HAIR SALON 100 WEST 4TH ST. HATTIESBURG, MS 39401
0150250	20.00	3.40	HUB CITY HAIR SALON 100 WEST 4TH ST. HATTIESBURG, MS 39401
0150251	20.00		NEWSON AGENCY 1405 EAST HARDY STREET HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
February 2015

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0150252	20.00	2.80	AMMOND, JAN 112 SHEFFIELD LOOP SUITE D-1 HATTIESBURG, MS 39402
0150253	30.00		HATTIESBURG PUBLISHING INC. 103 N. 40TH AVENUE HATTIESBURG, MS 39401
0150254	20.00		ICI CONSTRUCTION INC 5057 KELLER SPRINGS RD #200 ADDISON, TX 75001
0150255	150.00		WILLMUT GAS & OIL CO. 315 S. MAIN ST. HATTIESBURG, MS 39403
0150256	20.00		WESLEY HEALTH SYSTEMS CONST. 5001 HARDY ST. HATTIESBURG, MS 39404
0150257	54.00		THE FAMILY PRACTICE/AFTER HOURS 110 MILLSAPS DR. HATTIESBURG, MS 39402
0150258	20.00		GOAR CONSTRUCTION 2387 OLD HWY 24 HATTIESBURG, MS 39402
0150259	20.00		MACKS SHOE REPAIR 116 BROADWAY DR HATTIESBURG, MS 39401
0150260	30.00		BASKIN-ROBINS 3720 HARDY STREET, STE 16 HATTIESBURG, MS 39402
0150261	20.00		PHIL'S MECHANICAL HEATING & COOLING 12300 C PARKERS CREEK RD. BILOXI, MS 39532
0150262	20.00		PHIL'S ELECTRICAL HEATING & COOLING 12300 C PARKERS CREEK RD. BILOXI, MS 39532
0150263	10.00		ECOATM,INC 1000 TURTLE CREEK DR SAN DIEGO, CA 92121
0150264	20.00		PALLET DEPOT 1705 JAMES ST. HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
February 2015

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0150267	20.00		SEARS HOME IMPROVEMENT PRODUCTS,INC 1024 FLORIDA CENTRAL PARKWAY LONGWOOD, FL 32750
0150268	45.00		STARBUCKS COFFEE #9336 3708 HARDY STREET SEATTLE, WA 98124
0150269	20.00		A.B.C. SECURITY OF HATTIESBURG, LLC 1501 ADELINE ST., STE 3 HATTIESBURG, MS 39404
0150270	20.00		BOBBY'S AUTO MOTORS 104 1/2 ASHFORD ST. HATTIESBURG, MS 39401
0150271	20.00	4.40	THE NEXT LEVEL BARBER SHOP 6086 HWY 98 STE 6 HATTIESBURG, MS 39402
0150272	20.00		THE NEXT LEVEL BARBER SHOP 6086 HWY 98 STE 6 HATTIESBURG, MS 39402
0150274	30.00		G & K SERVICES, CO 7028 HWY 49 N MINNEAPOLIS, MN 55343
0150275	20.00		CELL PHONE REPAIRS 24 CROSS CREEK PKWY, STE 205 JACKSON, MS 39236
0150276	30.00		NOBLES CONTRACTING LLC 105 BAYBERRY LOOP S HATTIESBURG, MS 39402
0150277	51.00		SUBWAY @ WESLEY MEDICAL CENTER 5001 HARDY STREET HATTIESBURG, MS 39404
0150279	20.00		ASCLS, LLC 822 HILLENDALE DRIVE HATTIESBURG, MS 39404
0150281	20.00		KEVIN M. PASSER, M.D., P.A. 5317-4 OLD HWY 11 HATTIESBURG, MS 39402
0150282	20.00		PAPA JOHNS 6371 HWY 98 WEST SUITE 50 HATTIESBURG, MS 39404

PRIVILEGE LICENSE MONTHLY REPORT
February 2015

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0150283	30.00		H'BURG CLINIC-INTERNAL MEDICINE #4 MEDICAL BOULEVARD HATTIESBURG, MS 39401
0150284	84.00		H'BURG CLINIC P.A.-CANCER CENTER 301 SOUTH 28TH AVENUE HATTIESBURG, MS 39401
0150285	20.00	2.20	RITAS HEAVENLY CLEAN 500 EAST PINE ST. HATTIESBURG, MS 39402
0150286	39.00		ANTONELLI COLLEGE 1500 NORTH 31ST AVENUE NAPERVILLE, IL 60563
0150288	20.00		S & S PLUMBING,LLC 60 OVERSTREET RD HATTIESBURG, MS 39402
0150290	30.00		HARDEE'S 4964 HARDY STREET WAYNESBORO, MS 39367
0150291	2,445.00		ENTERPRISE RENT A CAR 410 BROADWAY DR. BRANDON, MS 39042
0150292	20.00	4.40	CHRIS BARBER CONSTRUCTION, LLC 111 WINDRIDGE LANE PURVIS, MS 39475
0150293	20.00		CHRIS BARBER CONSTRUCTION, LLC 111 WINDRIDGE LANE PURVIS, MS 39475
0150294	20.00	2.80	CMF REALTY 1820 FULLER ST. HATTIESBURG, MS 39401
0150296	20.00		DEEP SOUTH EMBROIDERY 139 WEDGEWOOD TRACE HATTIESBURG, MS 39402
0150297	200.00		AUTOZONE #590 6114 US HWY 98 MEMPHIS, TN 38101
0150298	20.00		J & D TIRE SERVICE 6925 US HWY 49 N STE 3 HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
February 2015

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0150301	25.00		FURNITURE SOUTH HOMESTORE 6190 HWY 98 STARKVILLE, MS 39760
0150302	150.00		PETRO AUTOMOTIVE GROUP, INC. 6248 US HWY 98 WEST HATTIESBURG, MS 39402
0150303	30.00		HEIDELBERG LAW FIRM, PLLC 301 W. PINE ST. HATTIESBURG, MS 39403
0150304	20.00		UNITED FENCE COMPANY 255 MCLEOD ST. HATTIESBURG, MS 39401
0150305	20.00		CASH & CARRY CLEANERS 2410 LINCOLN RD. HATTIESBURG, MS 39401
0150306	30.00		CRAFT AUTO SALES 911 E. HARDY ST. HATTIESBURG, MS 39401
0150307	45.00		GULF EQUIPMENT CORPORATION 5540 BUSINESS PARKWAY THEODORE, AL 36582
0150309	20.00		SNO-MASTERS 239 BROADWAY DR. HATTIESBURG, MS 39401
0150311	75.00		C SPIRE WIRELESS 1000 TURTLE CREEK DRIVE STE 500 RIDGELAND, MS 39157
0150314	200.00		WILLIAM CAREY UNIV. BOOKSTORE #015 498 TUSCAN AVENUE BASKING RIDGE, NJ 07920
0150315	62.50		FAMILY DOLLAR STORES #1119 215 BROADWAY DR. CHARLOTTE, NC 28201
0150316	20.00	3.40	MADE IN THE SHADE LAWN CARE 7 SUMMERWOOD LANE HATTIESBURG, MS 39402
0150317	20.00		FUSE TEC MEDICAL, LLC 205 WILDWOOD TRACE HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
February 2015

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0150318	30.00		POWER PLUS, INC. 50 OFFICE PARK DR HATTIESBURG, MS 39402
0150319	20.00		LETT CHIROPRACTIC CENTER 1509 HARDY ST. HATTIESBURG, MS 39401
0150320	48.00		KARNES LANDSCAPING GROUP, LLC 938 RICHBURG RD HATTIESBURG, MS 39402
0150321	20.00		ARTIE RAWLS PHOTOGRAPHY 3420 HARDY STREET SUITE 4 HATTIESBURG, MS 39402
0150322	20.00		KITTY'S HAIR DESIGN 4356 LINCOLN RD. EXT. SUITE 10 HATTIESBURG, MS 39402
0150323	20.00		BEST WOK 28 MARKET COURT, SUITE 70 HATTIESBURG, MS 39403
0150324	30.00		TOWN & COUNTRY ANIMAL HOSPITAL, LLC 12 GRAVEL PIT RD. HATTIESBURG, MS 39402
0150325	20.00		908 PLACE 908 HARDY ST HATTIESBURG, MS 39401
0150326	20.00		SINCLAIR LUNDY C.P.A. 3802 WEST 4TH STREET SUITE B HATTIESBURG, MS 39402
0150327	62.50	7.50	SEVEN UP SNAPPPLE SOUTHEAST 1000 W 63RD ST HATTIESBURG, MS 39401
0150328	20.00		COURTNEY, KARLYNN #2 LAKE HILL HATTIESBURG, MS 39402
0150330	30.00		CONEY ISLAND # 1 400 SOUTH MAIN ST. HATTIESBURG, MS 39401
0150331	20.00		LIL CAR WASH, INC 1920 BROADWAY DR PURVIS, MS 39475

PRIVILEGE LICENSE MONTHLY REPORT
February 2015

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0150332	25.00		A TO Z MOBILE HOME SERVICE 7408 HWY 49 NORTH HATTIESBURG, MS 39401
0150333	20.00		LIBERTY TAX SERVICE 934 BROADWAY DR., STE 10 HATTIESBURG, MS 39401
0150334	25.00		KOLOR WORLD 116 FLORENCE HATTIESBURG, MS 39401
0150335	560.00		FIRESTONE COMPLETE AUTO CARE 107 MAYFAIR RD. NASHVILLE, TN 37214
0150336	20.00	2.20	ADVANTAGE TAX & PRINTING SERVICE 2407 W 4TH ST WAYNESBORO, MS 39367
0150337	20.00		PIERCE PLUMBING INC. 1518 N. MAIN ST. HATTIESBURG, MS 39401
0150338	30.00		PIERCE PLUMBING INC. 1518 N. MAIN ST. HATTIESBURG, MS 39401
0150339	20.00		PIERCE PLUMBING INC. 1518 N. MAIN ST. HATTIESBURG, MS 39401
0150340	30.00		BRISTER-STEPHENS, INC. 45 SOLAR COURT MANDEVILLE,LA 70471 MANDEVILLE, LA 70470
0150341	75.00		STAR SERVICE INC OF JACKSON 507 N. ACADIAN THRUWAY (BATON ROUGE BYRAM, MS 39272
0150342	20.00		STEELMAN'S HAMBURGERS & SEAFOOD 1010 SOUTH 17TH AVENUE HATTIESBURG, MS 39401
0150343	20.00		ADAMO ENTERPRISES/EAST HARDY TIRE 1718 EAST HARDY ST. PETAL, MS 39465
0150345	30.00	3.60	ESSCO HEATING & A/C 415 PROVIDENCE ST HATTIESBURG, MS 39403

PRIVILEGE LICENSE MONTHLY REPORT
February 2015

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0150346	32.50		CUSTOM CYCLES 5254 HWY 42 HATTIESBURG, MS 39401
0150347	30.00		MONTAGUE, PITTMAN & VARNADO,P.A. 525 MAIN ST. HATTIESBURG, MS 39403
0150348	20.00		M.L. GRIFFIN, III DMD 1903 HARDY ST. HATTIESBURG, MS 39401
0150349	20.00		FAST REFUNDS INC. 1319 HARDY ST HATTIESBURG, MS 39401
0150350	20.00	4.20	NORTHCROSS RESTORATION COMPANY INC. 6099 MORIAH RD. STE 7-A MEMPHIS, TN 38115
0150351	20.00		NORTHCROSS RESTORATION COMPANY INC. 6099 MORIAH RD. STE 7-A MEMPHIS, TN 38115
0150352	20.00		M & M MAIDS SERVICE 1609 W 7TH STREET HATTIESBURG, MS 39401

137 8,787.50 107.10

Total Collection For February

New Licenses	380.00
Renewed Licenses	8,787.50
Penalties	107.10
Grand Total	9,274.60

City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2015-1775

File ID: 2015-1775 **Type:** Regular Agenda Item **Status:** Agenda Ready

Version: 1 **Reference:** **In Control:** City Council

File Created: 03/30/2015

Brief Title: Approve Specifications and Authorize Publication of Advertisement for Public Services Term Bid Item #20 - Ready Mix Concrete

Final Action:

Minute Book Number: MB2015-104

Title:

Approve Specifications and Authorize Publication of Advertisement for Public Services Term Bid Item #20 - Ready Mix Concrete

Notes:

Sponsors:

Enactment Date:

Attachments: 04-07-15-Advertise PS 20, executed
04-07-15-Advertise PS 20

Enactment Number:

Contact:

Meeting Date: 04/07/2015

Drafter: Michael Pope

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/07/2015					

Text of Legislative File 2015-1775

Title

Approve Specifications and Authorize Publication of Advertisement for Public Services Term Bid Item #20 - Ready Mix Concrete

Summary

Approve Specifications and Authorize Publication of Advertisement for Public Services Term Bid Item #20 - Ready Mix Concrete

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, May 7, 2015, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following services for the period of May 20, 2015 through March 31, 2017, to-wit:

ITEM #20 READY MIX CONCRETE

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 7th day of April, 2015.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

(SEAL)

SPECIFICATIONS FOR ITEM #20: READY MIX CONCRETE FOR THE PUBLIC SERVICES

Bidder shall bid on Ready Mix Concrete meeting the requirements of Section 800 of the Mississippi Highway Department Specifications of 1990 or latest revisions.

Class "A" concrete 2.00 cement factor-compressive strength in 28 days of 4500 PSI

Class "A" concrete 1.75 cement factor-compressive strength in 28 days of 4000 PSI

Class "A" concrete 1.65 cement factor-compressive strength in 28 days of 3500 PSI

Class "B" concrete 1.50 cement factor-compressive strength in 28 days of 3000 PSI

Class "B" concrete 1.50 cement factor-compressive strength in 28 days of 3500 PSI, with pea gravel for washed aggregate use

Class "C" concrete 1.25 cement factor-compressive strength in 28 days of 2500 PSI

Class "D" concrete 1.00 cement factor-compressive strength in 28 days of 2000 PSI

Six bag pea gravel grout mix

Fiber mesh added to mix per cubic yard

BIDDER shall quote additional cost per yard for 2% calcium chloride for all classes of concrete contained herein.

Ready mix concrete furnished not to exceed 20% per yard fly ash-Class "C".

BIDDER shall quote prices per Cubic Yard.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on May 20, 2015, and ending March 31, 2017, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, to job site.

SEALED bids will be received until 10:00 A.M., Thursday, May 7, 2015, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

BID

READY MIX CONCRETE -

PUBLIC SERVICES DEPARTMENT, ITEM #20

SUBMITTED BY 10:00 A.M. MAY 7, 2015

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 7th day of April A. D., 2015.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____

CITY CLERK

SPECIFICATIONS APPROVED BY:

_____

PUBLIC SERVICES DEPARTMENT

ITEM #20 - READY MIX CONCRETE FOR THE PUBLIC SERVICES DEPARTMENT

ITEMS	PRICE PER CUBIC YARD
CLASS "A" - 4500 PSI (2.00 CEMENT FACTOR)	
CLASS "A" - 4000 PSI (1.75 CEMENT FACTOR)	
CLASS "A" - 3500 PSI (1.65 CEMENT FACTOR)	
CLASS "B" - 3000 PSI (1.50 CEMENT FACTOR)	
CLASS "B" - 3500 PSI W/ PEA GRAVEL (1.50 CEMENT FACTOR)	
CLASS "C" - 2500 PSI (1.25 CEMENT FACTOR)	
CLASS "D" - 2000 PSI (1.00 CEMENT FACTOR)	
SIX BAG PEA GRAVEL GROUT MIX	
FIBER MESH ADDED TO MIX	
2% CALCIUM CHLORIDE ADDED	
TOTAL	

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, May 7, 2015, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following services for the period of May 20, 2015 through March 31, 2017, to-wit:

ITEM #20 READY MIX CONCRETE

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 7th day of April, 2015.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Sharon Waits W.C.

CITY CLERK

(SEAL)

City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2015-1787

File ID:	2015-1787	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	04/01/2015
Brief Title:	Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #33 - Uniform Rental Service			**Final Action:**	
				Minute Book Number:	MB2015-104

Title:

Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #33 - Uniform Rental Service

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	04-07-Advertise PS 33, executed 04-07-Advertise PS 33	**Enactment Number:**	
Contact:		**Meeting Date:**	04/07/2015
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/07/2015					

Text of Legislative File 2015-1787

Title

Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #33 - Uniform Rental Service

Summary

Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #33 - Uniform Rental Service

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, May 7, 2015, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following services for the period of May 20, 2015 through March 31, 2017, to-wit:

ITEM #33 UNIFORM RENTAL SERVICE

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 7th day of April, 2015.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

(SEAL)

SPECIFICATIONS FOR ITEM #33: UNIFORMS FOR VARIOUS DEPARTMENTS/DIVISIONS OF THE CITY OF HATTIESBURG

Bidder shall bid on furnishing Uniform Rental Service for the various departments/divisions of the City of Hattiesburg as listed herein, which meet or exceed the following specifications, to-wit:

UNIFORM PANTS SPECIFICATIONS:

Fabric: 8-1/4 oz. special twill
Blend: 65% Foretrel polyester, 35% combed cotton
Finish: Post cure durable press
Closure: Heavy duty brass ratcheting zipper with button closure
Waistband: Interlined for body and shape, Rokap construction, synthetic blend trim
Pockets: Two (2) slack style front pockets, two (2) set-in hip pockets, darts over hip pockets for a neat appearance and fit

Fabric: 100% Cotton
Finish: Post cure durable press
Closure: Heavy duty brass ratcheting zipper with button closure
Waistband: Interlined for body and shape, Rokap construction, synthetic blend trim
Pockets: Two (2) slack style front pockets, two (2) set-in hip pockets, darts over hip pockets for a neat appearance and fit
Colors to be provided: Navy, Blue, Medium Blue, Dark Brown, Light Brown (Tan), Charcoal, and Dark Green
Bidders shall list all sizes available in their bid

UNIFORM INDUSTRIAL PATTERN WORK SHIRT SPECIFICATIONS:

Fabric: 4-1/4 oz poplin, 4-1/4 oz leno or 3.6 broadcloth
Blend: 65% Dacron polyester, 35% combed cotton
Finish: Durable press
Closure: Six (6) buttons with vertical buttonholes, gripper or snaps at neck
Collar: Two (2) piece lined with sewn in stays
Cuffs: One (1) piece fully lined
Facing: Stitched down fronts
Pockets: Two (2) button thru hex style with angled bartacks

Fabric: 100% Cotton
Finish: Durable press
Closure: Six (6) buttons with vertical buttonholes, gripper or snaps at neck
Collar: Two (2) piece lined with sewn in stays
Cuffs: One (1) piece fully lined
Facing: Stitched down fronts
Pockets: Two (2) button thru hex style with angled bartacks
Both short and long sleeve shirts shall be available on a twelve (12) month basis
Bidders shall list all sizes available in their bid
All shirts shall be provided with two (2) white polyester cotton-twill sewn on patches, in size 4-1/4" wide X 2" high. Heat sealing patches will not be considered or accepted. Patch one (1) shall be embroidered with the name, "City of Hattiesburg", on line one (1), and the name of the division/department on line two (2), ie., "Public Services Department". Patch two (2) shall be embroidered with the employee's

name. All embroidery furnished shall be color coordinated with each shirt.

Colors to be provided: Light Brown (Tan), Medium Blue, Light Charcoal, Dark Blue, Dark Brown, White and Light Green

ENHANCED VISIBILITY BLENDED WORK SHIRT SPECIFICATIONS:

65% polyester/35% cotton poplin 5/5
Yellow Trim

UNIFORM INDUSTRIAL HIP LENGTH JACKET SPECIFICATIONS:

Fabric: 7-1/4 oz Twill
Blend: 65% Fortrel polyester, 35% cotton
Finish: CRF
Zipper front, sleeve pencil pocket
Two (2) front inset pockets
Sewn-in quilted poly/foam liner
Hip Length: 29" Long

COMMUNITY CENTERS EMPLOYEES

Men's Pants Specs

65% polyester/35% cotton comfort flex fabric
Flat Front
Relaxed Fit (with roomier thighs & seat)
Hidden expandable comfort waistband
Reinforced deep front pockets
Back pockets
Reinforced stress points that stand up to frequent washings

Men's Dress Pants Specs (same as above)

Double Pleats (Front)

Ladies' Pants Specs

65% polyester/35% cotton comfort flex fabric
Angled pockets (front)
Set-in hip pockets
Flat Front
Zip front with button closure
Tapered waistband
Roomy cut in hips & thighs

Men's & Ladies' Shirt Specs

60% cotton/40% polyester Dri-fit fabric polo shirt
Flat Knit contrast trim collar & cuffs
Double needle stitching throughout
Double needle stitching hem
Side vents
3-button placket with dyed to match buttons
Left front pocket
Shrink & fade resistant

Community Centers Employees

9 (nine) men-Everyday wear
1 (one) woman-Everyday wear

Train Depot Employees

2 (two) men-Two sets each of dress slacks, all other everyday wear

POLO SHIRTS SHALL BE SUPPLIED ONLY TO COMMUNITY CENTER EMPLOYEES.

GENERAL REQUIREMENTS:

Weekly laundry pickup, delivery, and uniform maintenance service shall be provided for approximately 250 to 350 employees located in multiple locations and divisions/departments within the City of Hattiesburg as follows:

Hattiesburg Airport Division
Bobby L. Chain Municipal Airport

Hattiesburg Area Readi-Transit
1001 South Tipton Street

Hattiesburg Grounds Maintenance Division
800 Arledge Street

Jackie Dole Sherrill Community Center
220 West Front Street

Hattiesburg Traffic Control/Construction Division
125 Walnut Street

Highland Cemetery Division
3501 West 7th Street

Hattiesburg Water Department
900 James Street
Consisting of the following divisions:
Meter Reader, Water Transmission, Water Plant Sewer, and Sewer Lagoon

Hattiesburg Public Services Department
1202 James Street and 212 East Front Street
Consisting of the following divisions:
Shop, Sanitation, Street, Health, Drainage, Street Cleaning, Automated Fuel Facility, GO & FS, and Engineering

The successful bidder shall be responsible for obtaining all sizes of employees covered under this contract as determined by the Division's General Manager and/or Manager. During the period measurements will be obtained from each operation, the General Manager and/or Manager shall provide the successful vendor, in writing, the uniform color(s), the number of uniforms to be provided for each division/department employee on a weekly basis, and the department or division name and employee name to be embroidered on shirt patches.

Replacement of damaged garments shall be at the joint discretion of each Division's General Manager and/or manager. Uniform items returned by the bidder which are determined by the General Manager and/or Manager to be in a state of general disrepair, i.e., missing buttons, broken zippers, small tears, shall be returned to the vendor, and full credit shall be issued for one (1) week's rental. Unresolved disputes in excess of thirty (30) days constitute grounds of termination of this contract.

The successful bidder shall be responsible for scheduling deliveries with each Division's General Manager and/or Manager, during the weeks in which the following holidays are observed by the City.

Veteran's Day
Thanksgiving Day
Christmas Day
New Year's Day
Third Monday of January
Third Monday of February
Good Friday
Last Monday of May
Independence Day
First Monday of September
Additional Holidays Proclaimed by the Governor

The successful bidder and the department representative must count and agree on the number of items being picked up and delivered. This is to prevent lost or missing items.

Each bidder shall submit bid prices utilizing **this form.** Bidder shall submit prices on a **weekly rate only.**

BLEND

Blend uniforms shall be supplied for approximately 250-300 employees.

Weekly Rental Rate - Pants	$_____
Weekly Rental Rate - Shirts	$_____
Weekly Rental Rate - Reflective Shirts	$_____
Weekly Rental Rate - Jacket	$_____
Cost for Non-returned Garments	$_____
Pants	$_____
Shirts	$_____
Reflective Shirts	$_____
Jackets	$_____

100% COTTON

Cotton uniforms shall be supplied to those employees whose work environment prevents them from wearing blend uniforms. This shall be approximately 6 or more employees.

Weekly Rental Rate - Pants	$_____
Weekly Rental Rate - Shirts	$_____
Cost for Non-returned Garments	$_____
Pants	$_____
Shirts	$_____

COMMUNITY CENTER EMPLOYEES

Uniforms shall be supplied for approximately 12 employees.

Weekly Rental Rate - Men's Pants $_____

Weekly Rental Rate - Men's Dress Pants $_____

Weekly Rental Rate - Ladies' Pants $_____

Weekly Rental Rate - Polo Shirts $_____

Cost for Non-returned Garments $_____

Men's Pants $_____

Men's Dress Pants $_____

Ladies' Pants $_____

Polo Shirts $_____

_____
NAME OF COMPANY

_____
STREET/P.O. ADDRESS

_____
CITY/STATE AND ZIP CODE

_____
PHONE NUMBER AND FAX NUMBER

_____
DATE OF BID

_____
OFFICIAL'S NAME AND TITLE

_____
OFFICIAL'S SIGNATURE

In determining the lowest and best bid received, bid prices submitted for this contract shall be evaluated as follows:

> Currently 270 employees are furnished with blend uniforms and 6 employees are furnished with cotton uniforms. The weekly rate will be multiplied by the current number of uniforms furnished. The cost of non-returned items shall be used in determining the lowest and best bid. For information purposes, the City experienced less than a 1% rate for non-returned items for the last 24 months of the most recent contract.

Rental Rates submitted by bidders on each uniform item shall, for the purposes of this contract, include all pickup, delivery, repair and replacement costs billed to the City of Hattiesburg. Garments which experience normal wear and tear shall be replaced by the successful vendor at the weekly rental rate. Garments requiring replacement due to unnecessary abuse shall be at the non-returned garment price offered by the successful bidder. No other charges shall be allowable under the terms of this contract.

IMPORTANT: All bidders shall provide a photocopy of their Certificate of Incorporation or other appropriate documents which identify the bidders' principal legal address, including the City, County, and State. All bidders shall provide at least three prior business references.

All bidders shall furnish with their bid, at no cost to the city, one (1) sample of each uniform item, (pants, shirt & jacket), for inspection and evaluation purposes in awarding of this bid. Sample uniforms items not picked up after thirty (30) days from the awarding of this bid will be forfeited.

If a new vendor is awarded the contract for supplying uniforms for the City of Hattiesburg, the current contract holder shall allow a transition time of no more than 120 days and no less than 90 days at no increase in unit price. **All** employees shall be issued **new** uniforms at the beginning of the contract period.

The successful bidder shall provide separate invoices for each division covered by this contract. Vendor may bill all charges for this contract to one (1) account number in the name of "The City of Hattiesburg". The City shall be invoiced monthly supported by weekly delivery tickets.

ANY BID THAT FAILS TO COMPLY WITH THE TERMS OF THESE SPECIFICATIONS WILL BE DISQUALIFIED.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on July 29, 2015, and ending March 31, 2017, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

IN THE EVENT THAT THE SUCCESSFUL VENDOR FAILS TO COMPLY WITH THE TERMS AND CONDITIONS OF THE CITY OF HATTIESBURG'S REQUIREMENTS FOR FURNISHING UNIFORMS, THE CITY OF HATTIESBURG RESERVES THE RIGHT TO TERMINATE THIS AGREEMENT.

SEALED bids will be received until 10:00 A.M., Thursday, May 7, 2015, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

BID
UNIFORMS FOR VARIOUS DIVISIONS-
DEPARTMENTS OF THE CITY OF HATTIESBURG, ITEM #33
SUBMITTED BY 10:00 A.M. MAY 7, 2015

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 7th day of April A. D., 2015.

BY:_____
CITY CLERK

SPECIFICATIONS APPROVED BY:

_____
PUBLIC SERVICES DEPARTMENT

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, May 7, 2015, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following services for the period of May 20, 2015 through March 31, 2017, to-wit:

ITEM #33 UNIFORM RENTAL SERVICE

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 7th day of April, 2015.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Sharon Waits D.C.

CITY CLERK

(SEAL)

City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2015-1770

File ID: 2015-1770 **Type:** Regular Agenda Item **Status:** Agenda Ready

Version: 1 **Reference:** **In Control:** City Council

File Created: 03/26/2015

Brief Title: Approve plans and specifications for the Airport 13-31 Runway Rehabilitation Restoration; Authorize advertisement for bids for same.

Final Action:

Minute Book Number: MB2015-104

Title:

Approve plans and specifications for the Bobby L. Chain Municipal Airport Runway 13-31 Rehabilitation Restoration (AIP NO. 3-28-0031-0022-2015); Authorize advertisement for bids for same.

Notes: Advertise 2 weeks; Hattiesburg American and Clarion Ledger; April 10 & 17, 2015

Sponsors:

Enactment Date:

Attachments: HBG RWY Rehab Specs, Bid Advertisement Airport 2015, HBG RWY Rehab Plans 032415

Enactment Number:

Contact:

Meeting Date: 04/07/2015

Drafter: Janet Beech

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/07/2015					

Text of Legislative File 2015-1770

Title

Approve plans and specifications for the Bobby L. Chain Municipal Airport Runway 13-31 Rehabilitation Restoration (AIP NO. 3-28-0031-0022-2015); Authorize advertisement for bids for same.

Summary

Approve plans and specifications for the Bobby L. Chain Municipal Airport Runway 13-31 Rehabilitation Restoration (AIP NO. 3-28-0031-0022-2015); Authorize advertisement for bids for same.

.

Budget Information
039551.7295.02

Expenditure Type
FAA Grant

Purchasing Item
Advertised Bids

Publication Information
Hattiesburg American and Clarion Ledger
April 10, 2015
April 17, 2015

SPECIFICATIONS AND CONTRACT DOCUMENTS

HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
RUNWAY 13-31 REHABILITATION RESTORATION

AIP NO. 3-28-0031-0022-2015

CITY OF HATTIESBURG

Prepared By

ARE Consultants, Inc.

800 Spring Street, Suite 214, Shreveport, LA 71101
P.O. Box 38252, (318) 222-8252
1216 S. Morrison, STE 5, Hammond, LA 70403

February, 2015

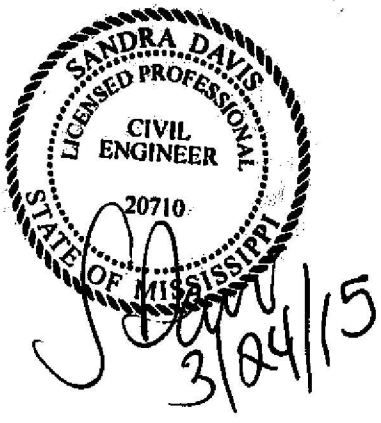


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CONTRACT DOCUMENTS

SECTION A: ADVERTISEMENT FOR BIDDERS

Proof of Publication Required.

SEALED BIDS for construction of the following will be received by the City of Hattiesburg in the City Clerks Office, City Hall, Hattiesburg, MS 39401 until 10:00 a.m. Central Time on Monday, May 11, 2015 for Hattiesburg-Bobby L. Chain Airport Runway 13-31 Rehabilitation Restoration, (AIP No. 3-28-0031-0022-2015) for the City of Hattiesburg.

This project shall generally consist of work which includes: milling, paving, marking and electrical adjustment.

Each bid shall generally be accompanied by a bid bond, certified check or cashier's check for an amount equal to five (5) percent of the total base bid.

Bids will be publicly opened and read aloud. Any bid received after closing time will be returned unopened.

Copies of the Contract Documents are on file at the City Engineering Office; 212 West Front Street; Hattiesburg, MS 39401 and are open for public inspection.

Contract documents may be examined and secured by licensed contractors, sub-contractors, and material suppliers from ARE Consultants, Inc. at (318) 222-8252. Additional copies are available at the City Engineering Office; inquires to Lamar Rutland, P.E.; Director of Engineering; City of Hattiesburg; 212 West Front Street; Hattiesburg, MS 39401; PH (601) 545-4540. Plans available upon receipt of Two Hundred Dollars ($200.00) deposit per set obtained. Direct questions should be made to the Engineer at (318) 222-8252. The deposit will be refunded upon return of the drawings and specifications in good condition within ten (10) days after date of opening of bids.

Evidence that a Contractor holds a valid Mississippi Contractor's License must be presented prior to release of bidding documents and/or submittal of a bid proposal. The required classification is Mississippi Highway.

It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds.

The proposed contract is subject to the Buy American provision under Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990. Details of such requirements are contained in the specifications.

The following question will be asked of all bidders: "Has the bidder defaulted on a contract or ever been involved in litigation with a political subdivision of the State of Mississippi or any other state or country?" _____ YES _____NO If "YES," please supply full details.

The City of Hattiesburg reserves the right to reject any or all bids and to waive informalities.

The bids shall be presented in a sealed envelope marked:

Bobby L. Chain Airport
Runway 13-31 Rehabilitation Restoration
AIP No. 3-28-0031-0022-2015
for the City of Hattiesburg.

BID DATE: Monday, May 11, 2015, 10:00 a.m. Central Time

A mandatory pre-bid conference is scheduled for 11:30 a.m. Thursday, April 30, 2015, in the Airport Conference, Hattiesburg, MS 39403.

Purchasing Director

Publish in XXXX:
Friday, April 10, 2015
Friday, April 17, 2015

SECTION B: INSTRUCTIONS FOR BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders which are defined in the General Provisions of the Construction Specifications have the meanings assigned to them in the General Provisions.

2. QUALIFICATIONS OF BIDDERS

To demonstrate his qualifications for the Project, each Bidder must be prepared to submit within five days of Owner's request written evidence of the types set forth in the Special Provisions or General Provisions, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located.

3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

3.1 Before submitting his Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect performance of the Work, (c) familiarize himself with Federal, state, and local laws, ordinances, rules and regulations affecting performance of the Work; and (d) carefully correlate his observations with the requirements of the Contract Documents.

3.2 Reference is made to the General Provisions of the Specifications for the identification of those surveys and investigation reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by Engineer in preparing the Drawings and Specifications. Owner will make copies of such surveys and reports available to any Bidder requesting them. Before submitting his bid, each Bidder will, at his own expense, make such additional surveys and investigations as he may deem necessary to determine his Bid price for performance of the Work within the terms of the Contract Documents.

3.3 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has compiled with every requirement of this Article 3.

4. INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents shall be submitted to Engineer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the bidding documents. Questions received less than five days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5. BID SECURITY

The amount and type of Bid Security is stated in the Advertisement of Bids. The required security must be in the form of a certified or bank cashier's check made payable to Owner or a bid bond issued by a surety licensed to conduct business in the state where the Project is located and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department or by a Mississippi domiciled insurance company with at least an A rating in the latest printing of A. M. Best's Key Rating Guide and in accordance with Mississippi law. The Bid Security of the successful Bidder will be retained until he has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if he fails to execute and deliver the Agreement and furnish the required Contract Security within 10 days of the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom the Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the executed Agreement is delivered by Owner to Contractor and the required Contract Security is furnished or the sixty-first day after the Bid Opening. Bid Security of other Bidders will be returned within seven days of the Bid Opening.

6. CONTRACT TIME

The number of days for the completion of Work (the Contract Time) is set forth in the Contract Form. Any provisions for liquidated damages are set forth in the Contract Documents. The contract time is established in calendar days.

7. SUBCONTRACTORS, ETC.

7.1 If the Supplementary Conditions, Special Provisions, General Provisions or Specifications require the identity of certain Subcontractors and other persons and organizations to be submitted to Owner in advance of the Notice of Award, the apparent low Bidder, and any other Bidder so requested, will within seven days after the day of the Bid Opening submit to Owner a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of materials and equipment) proposed for those portions of the Work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person and organization if requested by Owner. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, he may before giving the Notice of Award request the apparent low Bidder to submit an acceptable substitute without an increase in his Bid price. If the apparent low Bidder declines to make any such substitution, he will not thereby sacrifice his Bid Security. Any Subcontractor, other person or organization so listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer.

7.2 In contracts where the Contract Price is on the basis of Cost of the Work Plus a Fee. Contractor, prior to the Notice of Award, must identify in writing to Owner those portions of the Work that he proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with Owner's written consent.

7.3 Contractor shall not be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

8. BID FORM

8.1 The Bid Form is included in the Contract Documents; additional copies may be obtained from Engineer.

8.2 Bid Forms must be completed in ink or by typewriter. The Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence. In case of mathematical discrepancies, the unit price shall take precedence.

8.3 NOT USED

8.4 Bids by partnerships must be executed in the partnership name and signed by a partner, his title must appear under his signature and the official address of the partnership must be shown below the signature.

8.5 NOT USED

8.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

8.7 NOT USED

9. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Invitation for Bid and shall be submitted in an opaque sealed envelope, marked with the Project title, name and address of the Bidder, Contractor's license number for state in which the work is to be done, and accompanied by the Bid Security and other required documents.

10. MODIFICATION AND WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening Bids.

11. OPENING OF BIDS

Bids will be opened as indicated in the Invitation to Bid

12. BIDS TO REMAIN OPEN

All Bids shall remain open for the period of time stated in the Bid Form after the day of the Bid Opening, but Owner may, in his sole discretion, release any Bid and return the Bid Security prior to the date.

13. AWARD OF CONTRACT

13.1 Owner reserves the right to reject any and all Bid Schedules and Total Bids waive any and all informalities, and the right to disregard all nonconforming or conditional Bids or counter proposals.

13.2 In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested on the Bid forms. He may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of materials and equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

13.3 If a contract is to be awarded, it will be awarded to the lowest responsible Bidder, for Bid schedule selected, whose evaluation by Owner indicates to the Owner that the award will be in the best interests of the Project and the Owner.

13.4 If the contract is to be awarded, Owner will give the apparent successful Bidder a Notice of Award within the time period specified for the Bid to be binding in the Bid Form.

13.5 Simultaneously with delivery of the executed counterparts of the Agreement to Owner, Contractor shall deliver to Owner the required Contract Security.

SECTION C: MANDATORY CONTRACT PROVISIONS

SPECIAL INSTRUCTION TO BIDDERS REGARDING EEO

Notice of Requirement for Affirmative Action to
Ensure Equal Employment Opportunity
(Executive Order 11246, as amended)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for minority participation in each trade	Goals for female participation in each trade
31.0%	6.9%

The goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the executive order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications Set forth in 41 CFR Part 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the contractor's goals, shall be a violation of the contract, the executive order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director, OFCCP, within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employee identification

number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is the State of Mississippi, Forrest County, City of Hattiesburg.

SPECIAL NOTICE TO BIDDERS

BUY AMERICAN - STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS
(Aviation Safety and Capacity Expansion Act of 1990)

(a) The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:

1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b) (1) or (2) shall be treated as domestic.

2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.

3. Cost of Components. This means the cost for production of the components, exclusive of final assembly labor costs.

(b) The successful bidder will be required to assure that only domestic steel and manufactured products will be used by the Contractor, subcontractors material, men, and suppliers in the performance of this contract, except those

(1) that the U. S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;

(2) that the U. S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or

(3) that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

INSTRUCTIONS REGARDING CONTRACTOR'S INSURANCE

Contractor's Liability Insurance Requirements. The bidder shall provide with the Proposal a listing of both automobile and personal liability insurance coverage currently in force, along with a copy of a Certificate of Insurance as verification of that coverage. In addition, the bidder shall provide a statement of premium cost issued by the agent or insurance carrier for that coverage.

In the event the Owner determines that the low bidder's coverage in force is inadequate, the Owner may require the low bidder to procure additional coverage in amounts specified by the Owner. The cost premiums for such additional coverage shall be paid by the Owner in the form of a reimbursement under the contract.

In the event the low bidder is unable, after diligent effort, to procure such additional coverage as may be required by the Owner, the Owner shall provide such additional coverage, naming the contractor as insured or, at the option of the Owner, reduce the amount of additional coverage required or waive any requirement for additional coverage.

Third Party Coverage. In the event the bidding documents require the contractor to name the consultant and/or the Owner as additional insured, the bidder shall show the premium cost for the additional insured in the Proposal in the item for additional coverage. The amount shown in the bid item for additional premium above cost shall be that amount of additional premium the premium for the coverage shown in the Certificate of Insurance submitted with the bid. In the event additional coverage is required by the Owner, the additional premium cost for third party coverage above the amounts shown in the Certificate of Insurance shall be paid by the Owner in the form of a reimbursement under the contract.

REQUIRED LANGUAGE IN PROPOSALS FOR AIP CONTRACTS

Section 60-1.7(b) of the Regulations of the Secretary of Labor requires each bidder or prospective prime contractor and proposed subcontractor, where appropriate, to state in the bid or at the outset of negotiations for the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed with the Joint Reporting Committee, the director, an agency, or the former President's Committee on Equal Employment Opportunity all reports due under the applicable filing requirements. In any case in which a bidder or prospective prime contractor or proposed subcontractor which participated in a previous contract subject to Executive Order 10925, 11114. or 11246 has not filed a report due under the applicable filing documents, no contract or subcontract shall be awarded unless such contractor submits a report covering the delinquent period or such other period specified by the FAA or the Director, OFCCP.

Bid or Proposal Form. To effectuate the foregoing requirements, the sponsor is required to include in the bid or proposal form a statement substantially as follows:

The bidder (proposer) shall complete the following statement by checking the appropriate space.

The bidder (proposer) has ____ has not ____ participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The bidder (proposer) has ____ has not ____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the bidder (proposer) has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder (Proposer) shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of contract.

Standard form 100 is normally furnished contractors annually, based on a mailing list currently maintained by the Joint Reporting Committee. In the event a contractor has not received the form, he may obtain it by writing to the following address:

Joint Reporting Committee
1800 G Street
Washington, DC 20506

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The bidder (offeror) certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. It further agrees that by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

CERTIFICATION REGARDING FOREIGN TRADE RESTRICTIONS (49 CFR PART 30)

The contractor or subcontractor, by submission of an offer and/or execution of a contractor, certifies that it:

a. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U. S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous. The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

BUY AMERICAN CERTIFICATION
(Aviation Safety and Capacity Expansion Act of 1990)

By submitting a bid/proposal under this solicitation, except for those items listed by the offeror below or on a separate and clearly identified attachment to this bid/proposal, the offeror certifies that steel and each manufactured product, is produced in the United States (as defined in the clause Buy American - Steel and Manufactured Products for Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

Offerors may obtain from ARE Consultants, Inc. lists of articles, materials, and supplies excepted from this provision.

PRODUCT	COUNTRY OF ORIGIN

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

GENERAL

BIDDER'S NAME

ADDRESS

INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NO.

NONSEGREGATED FACILITIES

NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS (41 CFR 60-1.8)

(1) A Certification of Nonsegregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding $10,000 which is not exempt from the provisions of the equal opportunity clause.

(2) Contractors receiving federally assisted construction contract awards exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed $10,000 and are not exempt from the provisions of the equal opportunity clause.

NOTE: The penalty for making false statements in offers is prescribed in 18 U. S. C. 1001.

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATION OF NONSEGREGATED FACILITIES

(1) A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the equal opportunity clause.

(2) Contractors receiving subcontract awards exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed $10,000 and are not exempt from the provisions of the equal opportunity clause.

NOTE: The penalty for making false statements in offers is prescribed in 18 U. S. C. 1001.

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or any other reason. The federally assisted construction agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a contract or subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

Certification - The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer (Please Type)

Signature Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U. S. C. 1001.

WAGE, LABOR, EEO, SAFETY AND GENERAL REQUIREMENTS

Part A: FEDERAL AVIATION ADMINISTRATION REQUIREMENTS

A-1: Airport and Airway Improvement Program Project.

The work in this contract is included in Airport Improvement Project No. 3-28-0031-0018-2011 which is being undertaken and accomplished by the City of Hattiesburg(Sponsor) in accordance with the terms and conditions of a grant agreement between the Sponsor and the United States, under the Airport and Airway Improvement Act of 1982 (P. L. 97-248) as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987 (P. L. 100-223) and Part 152 of the Federal Aviation Regulations (14 CFR Part 152), pursuant to which the United States has agreed to pay a certain percentage of the costs under those Acts. The United States is not a party to this contract and no reference in this contract to the FAA or any representative thereof, or the United States, by the contract, makes the Unites States a party to this contract.

A-2: Consent to Assignment.

The contractor shall obtain the prior written consent of the Sponsor to any proposed assignment of any interest in or part of this contract.

A-3: Convict Labor.

No convict labor may be employed under this contract.

A-4: Veterans Preference.

In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Act. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

A-5: Withholding: Sponsor from Contractor.

Whether or not payments or advances to the City of Hattiesburg(Sponsor) are withheld or suspended by the FAA, the Sponsor may withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the contractor or any subcontractor on the work, the full amount of wages required by this contract.

A-6: Nonpayment of Wages.

If the contractor or subcontractor fails to pay any laborer or mechanic employed or working on the site of the work any of the wages required by this contract, the City of Hattiesburg(Sponsor) may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment or advance of funds until the violations cease.

A-7: FAA inspection and review.
The contractor shall allow any authorized representative of the FAA to inspect and review any work or materials used in the performance of this contract.

A-8: Subcontracts.

The contractor shall insert in each of his subcontracts the provisions contained in paragraphs A-1, A-3, A-4, A-5, A-6, and A-7 requiring the subcontractors to include these provisions in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

A-9: Contract termination.

Any violation or breach of the terms of this contract on the part of the contractor or subcontractor may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this agreement. (49 CFR Part 18).

A-10: Inspection of Records.

The contractor shall maintain an acceptable cost accounting system. The Sponsor, the FAA, and the Comptroller General of the United States shall have access to any books, documents, paper, and records of the contractor which are directly pertinent to the specific contract for the purposes of making an audit, examination, excerpts, and transcriptions. The contractor shall maintain all required records for three years after the Sponsor makes final payment and all other pending matters are closed. (49 CFR Part 18).

A-11: Rights to Inventions.

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed. Information regarding these rights is available from the FAA and the Sponsor. (49 CFR Part 18).

A-12: General Civil Rights Provisions.

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the contractor from the bid solicitation period through the completion of the contract. (Section 520, Airport and Airway Improvement Act of 1982).

Part B: DAVIS-BACON ACT REQUIREMENTS (29 CFR PART 5)

B-1 Minimum Wages.

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to laborers or mechanics, subject to the provisions of paragraph (B1) (d) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a) (4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (B-1) (b) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(b) (1) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determinations; and
(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour

Division, Employment Standards Administration, U. S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (B1) (b) (2) or (3) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that, the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

B-2 Withholding.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to David-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic,

including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

B-3 Payrolls and Basic Records.

(a) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her current classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b) (2) (b) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1) (iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1 (b) (2) (B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs (29 CFR 5.5(a) (3) (i) (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

(b) (1) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph 5.5(a) (3) (i) above. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U. S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph B-3 (a) above and that such information is correct and complete;

(ii) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph B-3 (b) (2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(c) The contractor or subcontractor shall make the records required under paragraph B-3 (a) of this section available for inspection, copying or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

B-4 Apprentices and Trainees.

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a

contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or the State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment Training Administration. The ratio of trainee to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainee's shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any training performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

B-5 Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

B-6 Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a) (1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

B-7 Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

B-8 Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the
contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

B-9 Certification of Eligibility.

(a) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a) (1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12(a) (1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001.

B-10 Contract Termination: Debarment.

A breach of the contract clauses in paragraph B-1 through B-9 of this section and paragraphs C-1 through C-5 of Section C may be grounds for termination of the contract, and for the debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

B-11: The following inserts include the wage determination for this project. The "Highway" determination shall priority for the project.

General Decision Number: MS150235 01/02/2015 MS235

Superseded General Decision Number: MS20140235

State: Mississippi

Construction Type: Highway

County: Forrest County in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015

ELEC0903-006 06/01/2014

	Rates	Fringes
ELECTRICIAN	$ 23.80	12.5%+4.40

SUMS2010-054 08/04/2014

	Rates	Fringes
CARPENTER (Form Work Only)	$ 12.00	0.00
CEMENT MASON/CONCRETE FINISHER	$ 11.54	1.63
HIGHWAY/PARKING LOT STRIPING: Truck Driver (Line Striping Truck)	$ 14.55	0.00
INSTALLER - SIGN	$ 12.19	0.00
INSTALLER: Guardrail	$ 12.39	0.00
IRONWORKER, REINFORCING	$ 16.44	0.00
LABORER: Common or General, Including Asphalt Raking, Shoveling, Spreading	$ 10.34	0.00
LABORER: Flagger	$ 11.42	0.00
LABORER: Grade Checker	$ 14.82	0.00

LABORER: Luteman	$ 12.88	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.57	0.00
LABORER: Pipelayer	$ 14.50	0.00
LABORER: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper	$ 12.17	0.00
OPERATOR: Asphalt Spreader	$ 14.71	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 14.20	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 11.86	0.00
OPERATOR: Broom/Sweeper	$ 10.94	0.00
OPERATOR: Bulldozer	$ 13.99	0.00
OPERATOR: Concrete Saw	$ 13.93	0.00
OPERATOR: Crane	$ 14.80	0.00
OPERATOR: Distributor	$ 11.46	0.00
OPERATOR: Grader/Blade	$ 16.09	0.00
OPERATOR: Loader	$ 13.99	0.00
OPERATOR: Mechanic	$ 13.00	0.00
OPERATOR: Milling Machine	$ 16.96	0.00
OPERATOR: Oiler	$ 12.22	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 11.56	0.00
OPERATOR: Roller (All Types)	$ 12.17	0.00
OPERATOR: Scraper	$ 14.00	0.00
OPERATOR: Tractor	$ 12.00	0.00
SURVEYOR (Staking, Marking and Brush Clearing)	$ 11.56	0.00
TRUCK DRIVER: Flatbed Truck	$ 14.72	0.00
TRUCK DRIVER: Lowboy Truck	$ 14.18	0.00
TRUCK DRIVER: Mechanic	$ 12.31	0.00
TRUCK DRIVER: Water Truck	$ 17.08	0.00

TRUCK DRIVER: Dump Truck (All Types).....$ 11.58 0.00

TRUCK DRIVER: Semi/Trailer Truck.....$ 14.36 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates

the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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Part C: CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (29 CFR PART 5)

C-1: Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborers or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

C-2: Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph C-1 above, the contractor or any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set for the in paragraph C-1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph C-1 above.

C-3: Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph C-2 above.

C-4: Subcontractors.

The contractors or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs C-1 through C-4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs C-1 through C-4.

C-5: Working Conditions.

No contractor or subcontractor may require any laborer or mechanic employed in the performance of any contract to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous to his health or safety as determined under construction safety and health standards (29 CFR Part 1926) issued by the Department of Labor.

Part D: EQUAL EMPLOYMENT OPPORTUNITY (41 CFR PART 60-1.4(b))

During the performance of this contract, the contractor agrees as follows:

D-1: The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

D-2: The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

D-3: The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D-4: The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

D-5: The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

D-6: In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedure authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

D-7: The contractor will include the portion of the sentence immediately preceding paragraph D-1 and the provisions of paragraphs D-1 through D-7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Part E: CLEAN AIR AND WATER POLLUTION CONTROL REQUIREMENTS

E-1: Any other provision herein to the contrary notwithstanding, the contractor in carrying out work under this contract, shall at all times comply with all applicable state and federal air and water quality standards; with all pollution control laws; and with such rules, regulations, and directives as may be lawfully issued by a local, state, or federal agency having the area surrounding where work under this contract will be performed. In addition, the contractor shall comply with directives given by the Project Engineer in implementation of the letter and intent of FAA Advisory Circular 150/5370-10, Item P-156, Temporary Air and Water Pollution, Soil Erosion and Siltation Control. Copies of this Advisory Circular can be obtained from Department of Transportation, Distribution Unit, TAD-484.3, Washington, D.C. 20590.

E-2: Contractors and subcontractors agree:

a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

d. To include or cause to be included in any construction contract or subcontract which exceeds $100,000 the aforementioned criteria and requirements.

Part F: STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION

CONTRACT SPECIFICATIONS (41 CFR 60-4.3)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a

recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such a superintendent, general foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitation to minority and female contractor associations and other business associations.

Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. The contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of change in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Part G: CONTRACTUAL REQUIREMENTS PURSUANT TO CIVIL RIGHTS ACT OF 1964, TITLE VI

(49 CFR PART 21)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the owner.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the owner shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the owner may direct as a means of enforcing such provisions including sanctions for noncompliance.

Part H: TERMINATION OF CONTRACT (49 CFR PART 18)

1. The owner may, by written notice, terminate this contract in whole or in part at any time, either for the owner's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the owner.

2. If the termination is for the convenience of the owner, the equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

3. If the termination is due to failure to fulfill the contractor's obligations, the owner may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the owner for any additional cost occasioned to the owner thereby.

4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the owner. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

5. The right and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

Part I: BUY AMERICAN: STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS
(Aviation Safety and Capacity Expansion Act of 1990)

(a) The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:

1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b) (1) or (2) shall be treated as domestic.

2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.

3. Cost of Components. This means the cost for production of the components, exclusive of final assembly labor costs.

(b) The successful bidder will be required to assure that only domestic steel and manufactured products will be used by the Contractor, subcontractors material men, and suppliers in the performance of this contract, except those

(1) that the U. S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;

(2) that the U. S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or

(3) that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

DISADVANTAGED BUSINESS ENTERPRISE CONTRACT PROVISIONS (49 CFR PART 23)

PART A

Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement.

DBE Obligation. The contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DOT-assisted contracts.

Compliance. All bidders, potential contractors or subcontractors for this DOT-assisted contract are hereby notified that failure to carry out the DOT policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the owner.

Subcontract Clauses.

All bidders and potential contractors hereby assure that they will include the above clauses in all subcontracts which offers further subcontracting opportunities.

PART B

It is further understood and agreed:

The award procedure for this solicitation will include the selection criteria of 49 CFR Part 23.45(I) to ensure that prime contracts are awarded to competitors that meet Disadvantaged Business Enterprise (DBE) goals.

Notification is hereby given that DBE goals are established for this prime contract. The goal for firms owned and controlled by socially and economically disadvantaged individuals is six (6.0) percent of the dollar value of this contract.

After opening bids, the apparent successful bidder will be required to submit the names and addresses of the DBE firms that will participate in the contract along with a description of the work to be performed by each named firm and the dollar value for each contract (subcontract). If the responses do not clearly show DBE participation will meet the goals above, the apparent successful bidder must provide documentation clearly demonstrating, to the satisfaction of the

airport sponsor, that it made good faith efforts in attempting to do so and that meeting said goals is not reasonably possible. A bid that fails to meet these requirements will be considered non-responsive.

Agreements between bidder/proposer and a DBE in which the DBE promises not to provide sub-contracting quotations to other bidders/proposers are prohibited. All bidders and proposers shall make a good faith effort to replace a DBE subcontractor that is unable to perform successfully with another DBE subcontractor.

The bidder shall establish and maintain records and submit regular reports, as required, which will identify and assess progress in achieving DBE subcontract goals and other DBE affirmative action efforts.

BIDDERS INSTRUCTIONS AND CHECKLIST

1. Contract is being awarded on the total bid (Base Bid and selected Alternates as shown on the first sheet of the (BID FORM) being submitted.

CHECKLIST

1. Bid forms.
2. Bid bond or bid security.
3. Acknowledge all agenda.
4. Contractor's name and license number on the outside of the envelope.
5. Proper labeling as bid for project on outside of the envelope.
6. Delivered or addressed to the Director of Purchasing.
7. Authorized signature of bidder on bid forms.
8. Bidder is advised to pay strict attention to bond requirements.

BIDDERS INSTRUCTIONS AND CHECKLIST

1) Contract is being awarded on the total bid Base Bid and selected Alternates as shown on the first sheet of the BID FORM being submitted.

2) a) Any proposal received after April 27, 2015 will be returned unopened.

b) As a condition of the opening of a bid, the bid must be submitted and sealed in a plain envelope with the following listed information plainly written on the outside or face of the envelope:

i) Submitted to: (Name of Owner)

ii) for: (Name of the project and contract designation for which the bid is submitted.)

iii) Bid of: (Name of person or firm submitting the bid.)

iii) Insert: (Permanent address of the bidder)

v) Insert: (Post office box number or street address, and the city and state of the bidder.)

vi) Certification: For a bid where the total amount is in excess of Fifty Thousand Dollars ($50,000), the bidder must have a Certificate of Responsibility number shown on the outside of the sealed envelope containing the bid. For a bid where the total amount is not in excess of Fifty Thousand Dollars ($50,000), the bidder must have a statement signifying this that is shown on the outside of tl1e sealed envelope containing the bid.

c) If forwarded by mail, the sealed envelope containing the bid must be enclosed in another sealed envelope addressed to the owner.

d) The attention of prospective bidders is directed to all state fees and taxes required for the privilege of doing business within the state.

e) Any proposal received that does not comply with this provision will be returned unopened.

f) The name of the project is HATTIESBURG-BOBBY L. CHAIN AIRPORT, Runway 13-31 Rehabilitation Restoration.

g) Each bid must be accompanied by a bid bond, a certified check or cashier's check for an amount equal to five percent (5%) of the total bid as a bid guarantee.

h) Successful bidders will be required to execute the standard form of "Contract Agreement" for construction, together with a I 00% performance bond and a 100% payment bond, within fifteen (15) days after formal award of the contract. The bonds shall be acceptable

to the owner and shall be executed by a company licensed to do business in the State of Mississippi. The bonds shall either be signed or countersigned by a Mississippi resident agent of the surety company.

i) The time allowed for completing this project is one hundred twenty (120) calendar days. Work within the limits of runway pavement must be complete within seventy (70) calendar days. Failure to complete the work within the allowable contract time will result in the assessment of liquidated damages of two thousand dollars ($2,000.00) per calendar day after the expiration of contract time.

j) If the contractor should experience unforeseen delays due to causes beyond its control, i.e., receipt of materials, weather delays, etc., these time periods may be extended by the owner, based upon justification received by the engineer from the contractor, and the engineer's recommendation to the owner.

k) The bidder understands that the unit prices included on the proposal form as a part of its bid shall be held good and may not be altered or withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

l) The owner's intent in performing this work is to repair existing drainage and improve safety area.

3) Bid Conditions, Disadvantaged Business Enterprise Program

a) The following bid conditions are applied to this Department of Transportation (DOT) assisted contract. Submission of a proposal by a prospective contractor shall constitute full acceptance of these bid conditions.

i) Definition. Disadvantaged Business Enterprise (DBE) as used in this contract shall have the same meaning as defined in Paragraph 23.62 of Subpart D to 49 CFR Part 23.

ii) Policy. It is the policy of DOT t hat disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Consequently the DBE requirements of 49 CFR Part 23 apply to this contract.

iii) DBE Obligation. The contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. In this regard all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DOT assisted contracts.

iv) Compliance. All bidders, potential contractors, or subcontractors for this DOT-assisted contract are hereby notified that failure to carry out the DOT policy and the DBE obligation, as set forth above, shall constitute a breach of contract that may result in termination of the contract or such other remedy as deemed appropriate by the owner.

v) Subcontract Clauses. All bidders and potential contractors hereby assure that they will include the above clauses in all subcontracts which offer further subcontracting opportunities.

vi) Contract Award. Bidders are hereby advised that meeting DBE subcontract goals or making a good faith effort to meet such goals are conditions of being awarded this DOT-assisted contract. The owner proposes to award the contract to the lowest responsible bidder submitting a reasonable bid provided he has met the goals for DBE participation or, if failing to meet the goals, it has made good faith effort to meet the established goals for DB E participation. The bidder is advised that the owner has sole authority to determine if the bidder has made sufficient effo11toward meeting DBE goals to qua lit) for the contract award. The owner reserves the right to reject any or all bids submitted.

vii) Subcontract Goals. The attainment of goals established for these contracts are to be measured as a percentage of the total dollar value of the contract. The goals established for this contract is ten percent (11%).

viii) Available DBE's. The owner has on file a DBE program which has been approved by the Federal Aviation Administration. This program contains a listing of known DBE's that have been certified by a sponsor of one or more DOT programs. Bidders are encouraged to inspect this program to assist in locating DBE's for the work. Other DBE's may be certified and added to the list in accordance with the owner's approved DBE program. Credit toward the DBE goals will not be counted unless the DBE to be used has been certified.

ix) Contractor's Required Submission. The owner requires the submission of the following "Non-DBE Subcontracts" information within ten (10) days after the bid opening and prior to award o f the contract under this solicitation. Certain other DBE information may also be required.

NON-DBE SUBCONTRACTS

Non-DBE Subcontractors Names and Addresses	Subcontract Work Item	Dollar Value of Subcontract Work

Total Dollar Value of Sub Contract Work _____

Total Dollar Value of Basic Bid _____

Percent of Total _____%

WOMEN SUBCONTRACTS

Women Subcontractors Names and Addresses	Subcontract Work Item	Dollar Value of Subcontract Work

Total Dollar Value of Subcontract Work _____

Total Dollar Value of Basic Bid_____

Percent of Total _____%

DBE SUBCONTRACTS

DBE Subcontractors Names and Addresses	Subcontract Work Item	Dollar Value of Subcontract Work

Total Dollar Value of Subcontract Work _____

Total Dollar Value of Basic Bid_____

Percent of Total _____

x) Contractor Assurance. The bidder hereby assures that he will meet one of the following, as appropriate:

(1) The DBE participation goal as established in paragraph 2(a) vii above.

(2) The DBE participation percentage as shown in paragraph 2(a) vii, which was submitted as a condition of contract award.

b) Agreements between bidder/proposer and DBE in which the DBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited. The bidder shall make a good faith effort to replace a DBE subcontract that is unable to perform successfully with another DBE subcontractor. Substitution must be coordinated and approved by the owner. The bidder shall establish and maintain records and submit regular reports, as required, that will identify and assess progress in achieving DBE subcontract goals and other DBE affirmative action efforts.

c) If the contractor fails to meet the contract goals established in paragraph 2(a) vii above, the following information must be submitted prior to contract award to assist the owner in determining whether or not the contractor made acceptable good faith efforts to meet the contract goal. This information (when applicable) as well as the DBE information should be submitted as specified in paragraph 2b above.

d) Suggested guidance for use in determining if good faith efforts were made by a contractor is included in Appendix A to 49 CFR Part 23, Subpart 23.45(h), revised as of April 27, 1981.

e) A list of the efforts that a contractor may make and the owner may use in making a determination as to the acceptability of a contractor's efforts to meet the goal as included in Appendix A are as follows:

i) Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by the recipient to inform DBE's of contracting and subcontracting opportunities;

ii) Whether the contractor advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;

iii) Whether the contractor provided written notice to a reasonable number of specific DBE's that their interest in the contract was being solicited in sufficient time to allow the DBE's to participate effectively;

iv) Whether the contractor followed up initial solicitations of interest by contacting

DBE's to determine with certainty whether the DBE's were interested;

v) Whether the contractor selected portions of work to be performed by DBE's in order to increase the likelihood of meeting the DBE goal (including breaking down contracts into economically feasible units to facilitate DBE participation, where appropriate);

vi) Whether the contractor provided interested DBE's with adequate information about the plans, specifications, and requirements of the contract;

vii) Whether the contractor negotiated in good faith with interested DBE's, not rejecting DBE's as unqualified without sound reasons based on a thorough investigation of their capabilities;

viii) Whether the contractor made efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance required by the recipient of contractor; and

ix) Whether the contractor effectively used the services of available minority community organizations; minority contractors' groups; local and state Federal Minority Business Assistance Offices; and other organizations that provide assistance in the recruitment and placement of DBE's.

NOTE: The nine items set forth above are merely suggested criteria and the owner may specify that you submit information on certain other actions a contractor took to secure a DBE participation in an effort to meet the goals. A contractor may also submit to the owner other information on efforts to meet the goals.

CHECKLIST

1. Bid forms.
2. Bid bond or bid security.
3. Acknowledge all agenda.
4. Contractor's name and license number on the outside of the envelope.
5. Proper labeling as bid for project on outside of the envelope.
6. Delivered or addressed to the Director of Purchasing.
7. Authorized signature of bidder on bid forms.
8. Bidder is advised to pay strict attention to bond requirements.

SECTION D: BID INFORMATION

BID FORM

DATE : _____ , 2015

NAME OF BIDDER:

MISSISSIPPI CONTRACTOR LICENSE NO.

City Clerk's Office
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Gentlemen:

The undersigned, being a qualified bidder in compliance with your Advertisement for Bids for the construction of:

HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
RUNWAY 13-31 REHABILITATION RESTORATION

AIP No. 3-28-0031-0022-2015
for the
CITY OF HATTIESBURG

Having examined the plans and specifications with related documents, and having examined the sites of the proposed work, hereby proposes to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated hereinafter. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Bid is a part. This "unit price" Bid shall be invoiced based on completed installed quantities.

The undersigned Bidder agrees to fully complete the Project within one hundred twenty (120) calendar days from the date of the "Order to Proceed", work within the limits of runway pavement must be complete within seventy (70) calendar days . The Bidder agrees to pay as liquidated damages, the sum of Two Thousand Dollars ($2,000.00) for each consecutive calendar day thereafter. The Bidder further agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids. In the event the Owner issues the Notice of Award during this period, the Bid accepted shall continue to remain binding until the successful Bidder delivers his executed Contract Documents to the Owner.

The Bidder acknowledges receipt of, and makes a part of this proposal the following addenda: _

The Bidder's attention is directed to the "Instructions to Bidders" contained in these contract documents. It shall be the Bidder's responsibility to review and comply with these instructions.

The bidder shall complete the following statements by checking the appropriate space.

The bidder has ____ has not ____ participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The bidder has ____ has not ____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the bidder has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of contract.

Bidder will execute the formal contract within ten (10) days after original date of Owner's Notice of Award and will deliver a Surety Bond or Bonds for the faithful performance of the Contract, per these drawings and specifications. A certificate of insurance shall also be delivered.

Bid Security is attached without endorsement, in the sum of five percent (5%) of the total is to become the property of the Owner in the event the Contract and Bond are not executed within the time above set forth.

of the Base Bid Schedule

($ _____) dollars

and of Additive Alternate No.1 Schedule

($_____) dollars

Additional Bid Information:

1. Unit cost per light to relocate up to 10 runway/taxiway lights. Unit Price _____ _____ Dollars ($ _____).

(SEAL) If bid is by a corporation

Respectfully submitted,

Bidder

By:

Title

_____ Address

BID FORM

BID SCHEDULE – BASE BID
Hattiesburg-Bobby L. Chain Municipal Airport
Runway 13-31 Rehabilitation Restoration
AIP No. 3-28-0031-0022-2015

Bid Item Number	Description	Approximate Quantity	Unit of Measure	Unit Price in Numbers	Unit Price in Words (Ink or Typed)
P-209	Crushed Aggregate Base Course	626	C.Y.		_____ Dollars _____ Cents
P-401-8.1a	Bituminous Surface Course	10,660	TON		_____ Dollars _____ Cents
P-403-8.1a	Bituminous Leveling Course	1,500	TON		_____ Dollars _____ Cents
P-602	Bituminous Prime Coat	670	GAL		_____ Dollars _____ Cents
P-603	Bituminous Tack Coat	8801	GAL		_____ Dollars _____ Cents
EB-44B	Coal-Tar Sealer/Rejuvenator	1,695	S.Y.		_____ Dollars _____ Cents

Contractor Note: Unit prices include all costs required to complete construction, ready for operation in accordance with contract documents, including "mobilization and demobilization" costs. The costs of work not designated to be paid for under a specific item, shall be prorated over applicable pay items. Separate measurements of work for payment will not be made unless designated herein.

BID FORM

BID SCHEDULE – BASE BID
Hattiesburg-Bobby L. Chain Municipal Airport
Runway 13-31 Rehabilitation Restoration
AIP No. 3-28-0031-0022-2015

Bid Item Number	Description	Approximate Quantity	Unit of Measure	Unit Price in Numbers	Unit Price in Words (Ink or Typed)
P-605-5.2	Crack Resealing Asphalt Pavement	29,200	L.F.		Dollars Cents
P-605-5.4	Joint Widening & Deepening	29,200	L.F.		Dollars Cents
P-620-5.1(A)	Runway and Taxiway Painting	19,890	S.F.		Dollars Cents
P-621	Grooving	67,777	S.Y.		Dollars Cents
S001	Mobilization	1	LUMP SUM		Dollars Cents
S002	Cold Planing Asphalt Pavement (Milling Max 3" Depth)	74,457	S.Y.		Dollars Cents

Contractor Note: Unit prices include all costs required to complete construction, ready for operation in accordance with contract documents, including "mobilization and demobilization" costs. The costs of work not designated to be paid for under a specific item, shall be prorated over applicable pay items. Separate measurements of work for payment will not be made unless designated herein.

BID FORM

BID SCHEDULE – BASE BID
Hattiesburg-Bobby L. Chain Municipal Airport
Runway 13-31 Rehabilitation Restoration
AIP No. 3-28-0031-0022-2015

Bid Item Number	Description	Approximate Quantity	Unit of Measure	Unit Price in Numbers	Unit Price in Words (Ink or Typed)
S003	Construction Layout	1	LUMP SUM		_____ Dollars _____ Cents
S004	Relocate Runway/Taxiway Lights	1	LUMP SUM		_____ Dollars _____ Cents
S006	Pavement Marking Removal	67,440	S.F.		_____ Dollars _____ Cents
S007	Pulverized, Compacted, Existing Pavement	6,700	S.Y.		_____ Dollars _____ Cents
					_____ Dollars _____ Cents
					_____ Dollars _____ Cents

Contract time is one hundred twenty (120) calendar days.

Total Bid Schedule – Base Bid $ _____

Contractor Note: Unit prices include all costs required to complete construction, ready for operation in accordance with contract documents, including "mobilization and demobilization" costs. The costs of work not designated to be paid for under a specific item, shall be prorated over applicable pay items. Separate measurements of work for payment will not be made unless designated herein.

BID FORM

BID SCHEDULE – ALTERNATE #1
Hattiesburg-Bobby L. Chain Municipal Airport
Runway 13-31 Rehabilitation Restoration
AIP No. 3-28-0031-0022-2015

Bid Item Number	Description	Approximate Quantity	Unit of Measure	Unit Price in Numbers	Unit Price in Words (Ink or Typed)
P-209	Crushed Aggregate Base Course	0	C.Y.		Dollars Cents
P-401-8.1a	Bituminous Surface Course	756	TON		Dollars Cents
P-403-8.1a	Bituminous Leveling Course	0	TON		
P-602	Bituminous Prime Coat	440	GAL		Dollars Cents
P-603	Bituminous Tack Coat	2,309	GAL		Dollars Cents
EB-44B	Coal-Tar Sealer/Rejuvenator	0	S.Y.		Dollars Cents

Contractor Note: Unit prices include all costs required to complete construction, ready for operation in accordance with contract documents, including "mobilization and demobilization" costs. The costs of work not designated to be paid for under a specific item, shall be prorated over applicable pay items. Separate measurements of work for payment will not be made unless designated herein.

BID FORM

BID SCHEDULE – ALTERNATE #1
Hattiesburg-Bobby L. Chain Municipal Airport
Runway 13-31 Rehabilitation Restoration
AIP No. 3-28-0031-0022-2015

Bid Item Number	Description	Approximate Quantity	Unit of Measure	Unit Price in Numbers	Unit Price in Words (Ink or Typed)
P-605-5.2	Crack Resealing Asphalt Pavement	43,800	L.F.		Dollars Cents
P-605-5.4	Joint Widening & Deepening	43,800	L.F.		Dollars Cents
P-620-5.1(A)	Runway and Taxiway Painting	20,890	S.F.		Dollars Cents
P-621	Grooving	67,777	S.Y.		Dollars Cents
S001	Mobilization	1	LUMP SUM		Dollars Cents
S002	Cold Planing Asphalt Pavement (Milling Max 3" Depth)	74,457	S.Y.		Dollars Cents

Contractor Note: Unit prices include all costs required to complete construction, ready for operation in accordance with contract documents, including "mobilization and demobilization" costs. The costs of work not designated to be paid for under a specific item, shall be prorated over applicable pay items. Separate measurements of work for payment will not be made unless designated herein.

BID FORM

BID SCHEDULE – ALTERNATE #1
Hattiesburg-Bobby L. Chain Municipal Airport
Runway 13-31 Rehabilitation Restoration
AIP No. 3-28-0031-0022-2015

Bid Item Number	Description	Approximate Quantity	Unit of Measure	Unit Price in Numbers	Unit Price in Words (Ink or Typed)
S003	Construction Layout	0	LUMP SUM		_____ Dollars _____ Cents
S004	Relocate Runway/Taxiway Lights	0	LUMP SUM		_____ Dollars _____ Cents
S006	Pavement Marking Removal	0	S.F.		_____ Dollars _____ Cents
S007	Pulverized, Compacted, Existing Pavement	4,400	S.Y.		_____ Dollars _____ Cents
					_____ Dollars _____ Cents

Contract time is one hundred twenty (120) calendar days.

Total Bid Schedule – Alternate #1 $ _____

Contractor Note: Unit prices include all costs required to complete construction, ready for operation in accordance with contract documents, including "mobilization and demobilization" costs. The costs of work not designated to be paid for under a specific item, shall be prorated over applicable pay items. Separate measurements of work for payment will not be made unless designated herein.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____ as Principal, and

as Surety, are hereby held and firmly bound unto

as OWNER in the penal sum of

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed this _____ day of _____, _____. The Condition of the above obligation is such that whereas the Principal has submitted to a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the:

HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
RUNWAY 13-31 REHABILITATION RESTORATION

A.I.P Project No. 3-28-0031-0022-2015
for the
CITY OF HATTIESBURG

NOW, THEREFORE,

a) If said BID shall be rejected, or

b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, The Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____

Principal

_____ By: _____

Surety

IMPORTANT NOTE: Surety bonds shall be procured according to Mississippi State Law. Any surety bond written for a public works project shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Mississippi domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Mississippi or owned by Mississippi residents and is licensed to write surety bonds.

AFFIDAVIT

STATE OF MISSISSIPPI

COUNTY OF _____

BEFORE ME, the undersigned authority, personally came and appeared,

_____, who after first being sworn, deposes and says: that

he is _____ (a partner of the firm of, etc.) _____ .

The party making the foregoing Proposal or bid; that such bid is genuine and not collusive or a sham; 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 that of any other bidder, or to secure any advantage against THE CITY OF HATTIESBURG, State of Mississippi, Owner, or any person interested in the proposed Contract; and that all statements contained in said proposal or bid, or the contents thereof, or divulged information or data relative hereto to any association or any member or agent thereof, are true.

_____

SWORN TO AND SUBSCRIBED

BEFORE ME ON THIS _____ DAY OF _____ ,

20 _____.

_____

(Notary Public)

My commission expires _____ .

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

This certificate is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 49 CFR Part 29.

1. The prospective lower tier participant certifies, by submissions of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____ _____

Organization Name *Project Name*

_____ _____

Authorized Representative *Title*

_____ _____

Signature *Date*

ELIGIBILITY QUESTIONNAIRE

NAME:

BUSINESS ADDRESS:

FEDERAL IDENTIFICATION NUMBER:

NAMES OF PRINCIPALS (Officers, Directors, Partners or Owners):

Has the corporation or any principal -

1. Been convicted or had a civil judgment against it involving fraud or any criminal offense in connection with the obtaining or attempt to obtain a public or private contract? If so, please explain in detail.

2. Been convicted or had a civil judgment against it concerning the violation of any federal or state antitrust statute. If so, please explain in detail.

3. Been convicted or had a civil judgment against it concerning the commission of any embezzlement, theft, forgery, bribing, falsification or destruction of records, making false statements, receiving stolen property, making false claims, or obstruction of justice. If so, please explain in detail.

4. Been convicted or had a civil judgment against it involving offenses indicating a lack of business integrity. If so, please explain in detail.

5. Has the corporation violated any public contract or transaction through:

   a. Willful failure to perform;
   b. Unsatisfactory performance;
   c. Willful violation of any statute or regulation.

   If so, please explain in detail.

6. Has the corporation or any principal been debarred or suspended from transactions with any agency of the U.S. Government, state of Mississippi or any other state? If so, please explain in detail.

7. Has the corporation willfully done business with any person or corporation that it knows has been debarred or suspended from federal or state transactions. If so, please explain in detail.

8. Has the corporation failed to pay substantial debt to the United States or any of its agencies? If so, please explain in detail.

9. Has the corporation ever entered into a voluntary exclusion from transactions with the United States or its agencies? If so, please explain in detail.

The undersigned authorized corporate representative, partner, or owner avers that the information supplied herein is true and correct and that the assertions are of the essence of the acceptance of a bid. If any information is willfully withheld or answered falsely, the City of Hattiesburg may declare the contract breached.

_____, Mississippi this _____ day of _____, 20

Authorized Representative

ACKNOWLEDGMENT OF CONTINUING OBLIGATION TO INFORM

The undersigned authorized representative of the bidder acknowledges that he understands that the bidder has the continuing obligation to inform the City of Hattiesburg of any matters concerning its eligibility and specifically any matters set forth in the Eligibility Questionnaire. Failure to inform shall be the basis for the City to declare the contract breached.

_____, Mississippi this _____ day of _____, 20

Authorized Representative

SECTION E: CONTRACT

THIS AGREEMENT, made this _____ day of _____, 20 ____, State of Mississippi, hereinafter called "Owner" and

_____,

hereinafter called the "Contractor".

WITNESSETH THAT, the Owner and Contractor do mutually agree as follows:

1. In consideration of the price for the work herein specified in the bid proposal to be paid by the Owner to the Contractor at the time and in a manner hereinafter provided, the Contractor does hereby agree to construct complete in every detail as follows:

HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
RUNWAY 13-31 REHABILITATION RESTORATION

A.I.P Project No. 3-28-0031-0022-2015
for the
CITY OF HATTIESBURG

in compliance with the advertisement of Bids, Proposal Form, Contract, Performance Bond, General Provisions, Specifications, Plans, and Addenda.

2. This price shall include the cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, transportation, and other accessories and services necessary to complete this project, in accordance with the Contract Documents.

3. The Contractor shall commence work under this Contract within ten (10) days from the date of the written "Order to Proceed" issued by the Owner. The Contractor shall complete all work under the Contract within one hundred twenty (120) calendar days from the date of the "Order to Proceed".

The Owner has determined, and the Contractor agrees, that the liquidated damages for a delay in completion of this Contract will be One Thousand Dollars ($1,000.00) per working day in excess of the stated time of completion.

4. That upon satisfactory completion of the work and approval by the Engineer, the Owner will issue a written acceptance of the work to the Contractor, who will immediately thereafter file same with the Recorder of Mortgages in County.

5. A retainage of ten percent (10%) shall be withheld from each progress payment. Upon successful clearance of the lien, the Contractor shall submit a final invoice, with the clear lien certificate, for payment by the Owner in accordance with standard payment procedures established by the City of Hattiesburg.

6. The Owner agrees to pay the Contractor for the performance of the Contract as provided in the Specifications, and to make monthly payments on account thereof as provided in the General conditions. The contract amount, as presented in bid by Contractor is $ _____ or _____ (in words).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three (3) original counterparts on the day and year first herein above written.

WITNESSES:

Contractor

_____

Signature

_____

Title

WITNESSES:

Owner

_____

Signature

_____

Title

SECTION F: PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1) *

and (2) * _____ hereinafter called "Principal" and (3) *

a Surety Company authorized to do and doing business in the State of Mississippi, hereinafter called "Surety" are held and firmly bound unto the City of Hattiesburg, hereinafter called "Owner" in penal sums of _____dollars ($_____)

Performance Bond and _____ dollars ($ _____) Payment Bond in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, 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 furnishing of:

HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
RUNWAY 13-31 REHABILITATION RESTORATION

A.I.P Project No. 3-28-0031-0022-2015
for the
CITY OF HATTIESBURG

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 which may be granted by the owner, with or without notice to the Surety, 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, and 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 prosecution of such work, and all insurance premiums on said 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, alterations or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in anyway 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 of 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 instrument is executed in _____ counterparts each one of which shall be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

_____
(Principal Secretary)

Principal

BY:

_____
Witness as to Principal

_____
Address

Address

ATTEST:

(SEAL)

_____
(Surety) Secretary

Surety

_____
Attorney-in-Fact

BY:
Witness as to Surety

_____
Address

Address

NOTE: DATE OF BOND MUST NOT BE PRIOR TO DATE OF AGREEMENT.

* 1. Correct name of Contractor.

* 2. A Corporation, a Partnership, or an Individual, as case may be.

* 3. Correct name of Surety.

NOTE: Contractor shall furnish performance and payment bonds as a security for the faithful performance and payment of all his obligations under the Contract Documents. These bonds shall be in amounts at least equal to the Contract Price, and (except as otherwise provided) in such form and with such sureties as are licensed to conduct business in the State where the Project is located and are named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department, or by a Mississippi domiciled insurance company with at least an A rating in the latest printing of A.M. Best's Key Rating Guide and in accordance with Mississippi R.S. 38:2219.

SECTION G: CERTIFICATE AND RELEASE

FROM:

(Name of Contractor)

TO: City Council, City of Hattiesburg, Mississippi

RE: Contract entered into on the _____ day of _____ , _____ ,

between the City of Hattiesburg, Mississippi and

(Name of Contractor)

of _____ , _____
(City) *(State)*

HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
RUNWAY 13-31 REHABILITATION RESTORATION

A.I.P Project No. 3-28-0031-0022-2015
for the
CITY OF HATTIESBURG

KNOW ALL MEN BY THESE PRESENTS:

A. The undersigned hereby certified that there are no outstanding claims of laborers, material, men, subcontractors or others arising out of the performance of this Contract, which might be asserted against the City, represented by the Commission Council, and the undersigned will agree that in the event of the assertion of any such claims against the City represented by the Commission Council, the undersigned will indemnify and save harmless the City from any such claims.

B. That the undersigned hereby acknowledges receipt from the City of all sums payable to the undersigned by the City under or pursuant to the above mentioned contract, with the following exceptions:

(List all exceptions here. If none, state "none".)

C. The undersigned further certifies and acknowledges that the City has duly performed and fulfilled all the terms, provisions and conditions to be performed or fulfilled under or pursuant to said Contract (with the exceptions as noted above).

D. That the undersigned, except as regard items listed in paragraph "B" in consideration of the sum of $1 paid to the undersigned, receipt whereof is hereby acknowledged, does hereby release the City from all claims arising under or by virtue of said Contract.

IN WITNESS WHEREOF, the undersigned has signed and sealant

this instrument this _____ day of _____ , 20 _____ .

_____ *(Seal)*

_____ , being first duly sworn on oath, deposes and says first, that he is the _____ of *(Title)* _____ , second, that he had read the
(Name of Company)

foregoing certificate by him subscribed as _____ of
(Title)

the _____ .
(Name of Company)

The matters and things stated therein are, to the best of his knowledge and belief, true.

(Name)

Subscribed and sworn to before me this _____ day of _____ , 20 _____ .

SECTION H: SPECIAL PROVISIONS

H-01. NAME OF PROJECT. The project shall be known as

HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
RUNWAY 13-31 REHABILITATION RESTORATION

A.I.P Project No. 3-28-0031-0022-2015
for the
CITY OF HATTIESBURG

H-02. OWNER. The Owner is the City of Hattiesburg, Mississippi represented by its Mayor, domiciled in the City Hall of Hattiesburg, Mississippi.

H-03. LOCATION. The project is located approximately eight miles south east of downtown Hattiesburg, Mississippi.

H-04. SOURCE OF FUNDS. Owner's Funds for construction have been provided by proceeds from airport revenues.

H-05. ACCESSIBILITY. Access to the airport site may be gained by traveling south on US Highway 49, turn at its intersection with JM Tatum Industrial Drive and continue to Academy Drive.

H-06. DOCUMENTS FORMING THE CONTRACT. The documents forming the contract documents include Contract Documents and Specifications for HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT RUNWAY 13-31 REHABILITATION RESTORATION, A.I.P Project No. 3-28-0031-0022-2015 for the CITY OF HATTIESBURG

H-07. SEEDING. The type of seed and rate of application shall be in accordance with the applicable portions of the current Specifications of Advisory Circular(AC) 150/5370-10A , Standards for Specifying Construction of Airports, Part X, as modified by the Field Engineer.

H-08. AIRPORT OPERATIONS. The Contractor shall coordinate his work so as to offer the least interference with airport operations and he shall cooperate with the airport management at all times in regards to safety regulations. When the location and nature of the construction process requires that the Contractor's vehicles be routed along or across active runways or taxiways, traffic movements will be coordinated with the airport manager or engineer. See REQUIREMENTS OF CONTRACTOR'S VEHICLES hereinafter. **Portable, lighted, barricades shall be furnished by the Contractor as required.**

Throughout the duration of the contract, **NO** equipment or objects projecting above ground will be permitted any closer than two hundred fifty of the centerline of the runway. Equipment may be parked near the work sites provided the above clearance requirements are maintained.

H-09. ACCESS. The Contractor's access route to staging areas and areas where work is to be performed is shown on the construction sequence plan. Maintenance of the route is required and shall include sweeping as required. Existing roads or pavements which are damaged by the Contractor's vehicles during construction shall be repaired at no additional cost to the Owner.

H-10. SCHEDULING WORK. The successful bidder shall furnish a proposed work schedule at the Pre-construction Conference. See paragraph H-18 for work phases.

During night operations the Contractor shall provide lighting as required for construction. Separate payment will not be made for lighting expenses.

H-11. OFFICE SPACE FOR INSPECTOR. Office space for the inspector will not be required.

H-12. LABORATORY TESTS. The Owner will employ the services of a Commercial Laboratory for the purpose of sampling and testing construction materials. The Contractor shall furnish materials for sampling at his expense.
Compaction and gradation tests which fail to comply with requirements of the plans and specifications shall be charged to the Contractor. The Engineer shall supervise all testing and tests performed without his knowledge or approval shall be paid for by the Contractor regardless of failing or passing.

H-13. RECORDING DOCUMENTS. The Contractor shall file on record at the Forrest County Courthouse, the construction contract and letter of acceptance of the final work. This will be considered as subsidiary obligation.

H-14. PROTECTION OF CABLES, CONTROLS, NAVAIDS & WEATHER BUREAU. The Contractor is hereby informed that there are installed on the airport FAA NAVAIDS: including, without limitation, electric cables and controls relating to such NAVAIDS and facilities, and other electric power cables serving other facilities. Such NAVAIDS, and other facilities, and electric cables must be fully protected during the entire construction time. Work under this contract can be accomplished in the vicinity of these facilities and cables only at approved periods of time. Approval is subject to withdrawal at any time because of changes in the weather, emergency conditions on the existing airfield areas, anticipation of emergency conditions, and for any other reason determined by the Engineers acting under the orders and instructions of the airport management and/or the designated FAA representative. Any instructions to this Contractor to clear any given area, at any time, by the Engineers or the airport management (by radio or other means) shall be immediately executed. Construction work will be commenced in the cleared area only when additional instructions are issued by the proper authorities.

The Contractor shall be responsible for the protection of all buried cables and utilities shown on the plans or subsequently located on the job site by the Engineers.

Power and control cables leading to and from any FAA NAVAIDS, Weather Bureau and other facilities, will be marked in the field by the Engineers for the information of the Contractor,

before any work in their general vicinity is started. Thereafter, through the entire time of this construction they shall be protected from any possible damage, including crossing with unauthorized equipment.

The Contractor shall immediately repair, with equivalent material by skilled workmen, any underground cables serving FAA NAVAIDS, Weather Bureau and other airport facilities, which are damaged by his workmen, equipment, or work. Prior approval of the FAA must be obtained for the materials, workmen, time of day or night, method of repairs, and for any temporary or permanent repairs the Contractor proposes to make to any FAA NAVAIDS and facilities damaged by the Contractor. Prior approval of the Engineer must be obtained for the materials, workmen, time of day or night, and for the method of repairs for any temporary or permanent repairs the Contractor proposes to make to any other airport facilities and cables damaged by this Contractor.

H-15. INSURANCE REQUIREMENTS.

1. The CONTRACTOR shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from, the CONTRACTOR'S execution of the WORK, whether such execution be by the CONTRACTOR, any SUBCONTRACTOR, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

    a. Claims under workmen's compensation, disability benefit and other similar employee benefit acts;

    b. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees;

    c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees;

    d. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

    e. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

2. Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

3. The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense, during the CONTRACT TIME, Liability insurance as hereinafter specified;

   a. CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting the CONTRACTOR from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by the CONTRACTOR or by any SUBCONTRACTOR employed by the CONTRACTOR or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR employed by the CONTRACTOR.

Insurance Requirements

The Contractor shall furnish the following along with Bonds and Contract Documents sent to the City for execution:

Certificates of Insurance in companies doing business in Mississippi and acceptable to the County covering:

Statutory Worker's Compensation Insurance;

Comprehensive Liability Insurance covering all operations and automobiles:

Comprehensive General Liability: $5,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

Certificates of Insurance must be executed in accordance with the following provisions:

Certificates to contain policy number, policy limits and policy expiration dates of all policies issued in accordance with this Contract;

Certificates to contain the location and operations to which the insurance applies;

Certificates to contain Contractor's protective coverage for any Subcontractor's operations;

Certifications to contain Contractor's Contractual Insurance coverage;

Certificates are to be **issued** to:

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

The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all Subcontractors who are engaged in this Work.

The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all Subcontractors likewise carry statutory Workers' Compensation Insurance.

The City, its officials and staff shall be named as additional insureds with right of notice in the policy.

a. The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S Surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

4. The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of the CONTRACTOR'S employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

5. The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, and the OWNER.

CERTIFICATE of INSURANCE

To: _____ Date: _____

_____ Project No.: _____

_____ Type of Project: _____

THIS is to CERTIFY that

_____

(Name and Address of Insured)

is, at the date of this certificate, insured by this company, with respect to the business operations hereinafter described, for the types of insurance, and in accordance with the provisions of the standard policies used by this company, and further hereinafter described. Exceptions to standard policy noted on reverse side thereof.

Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability
Worker's Compensation				
Public Liability				Person/ Aggregate/
Property Damage				
Builder's Risk				
Automobile				
Blasting				
Collapse of Building or Structures				
Damage to Underground Utilities				
Other				
Location Covered				
Description of Operations Covered				

The above policies either in the body thereof or by appropriate endorsement provide that they may not be changed or canceled by the insurer in less than five (5) days after the insured has received written notice of such change or cancellation.

Where applicable, local laws or regulations requiring more than five (5) days actual notice of change or cancellation to the assured, the above policies contain such special requirements, either in the body thereof or by appropriate endorsement thereto attached.

_____ ,2015
Date

_____
Name of Insurer

by _____
Signature

_____
Print Name

_____
Title

H-16. WEATHER DATA. The Contractor shall avail himself of weather bureau data regarding the anticipated temperatures and rainfall.

H-17. REQUIREMENTS OF CONTRACTOR'S VEHICLES.

1. For the purpose of this Section, the following definitions apply:

   a. Vehicle - All conveyance, except aircraft, used on the ground to transport persons, materials, or equipment.

   b. Aircraft Operation Areas - Those areas which encompass the runways, taxiways, and other areas of the airport utilized for taxiing, take-off, and landing of aircraft, including aprons and parking areas.

   c. Airfield Service Vehicles - Those vehicles operated by Airport management or the Contractor and routinely used for service, maintenance, and construction on the aircraft movement area.

   d. Aircraft Support Vehicles - Those vehicles routinely used on the aircraft aprons or parking areas in support of aircraft operations.

   e. Service and Delivery Vehicles - Those vehicles operating on the air operation areas which pick up and deliver air cargo and airport and airline supplies.

2. No vehicles shall operate within the air operations areas unless it is required for delivery and pick up of Contractor's personnel, materials, air cargo, aircraft servicing, airport maintenance, or in emergency conditions.

3. No vehicle will be given authorization to operate on the air operations area unless it shall be in good mechanical order, with adequate lights, horn, brakes and clear vision from the driver's seat. Trailer and semi-trailers will not be permitted unless they are equipped with reflector lights and proper functional brakes so that when disengaged from the towing vehicle, neither aircraft blast nor wind will cause them to become free rolling. Positive locking couplings will be required for all towed equipment.

4. All vehicle operators are required, by the HATTIESBURG-BOBBY L. CHAIN AIRPORT, to have a valid operator's permit for a motor vehicle before operating a vehicle on the airport property. In addition, all vehicles to be operated on airport property are required to be registered by the State of Mississippi, except those not required by state statutes.

5. The HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT has established guidelines for operating within the air operations area:

a. General vehicle regulations:

(1) No person shall operate a motor vehicle on the airport when such vehicle does not posses valid license tags issued by the appropriate authority.

(2) The driver of any motor vehicle operated on the airport must at all times comply with a lawful order, signal or directive of an authorized representative of the airport.

(3) No motor vehicle shall be operated on the airport if it is so constructed, equipped or loaded as to endanger persons or property.

(4) No person shall park a motor vehicle on the airport other than in the area specifically established by the Airport Manager for the parking of the equipment.

(5) All motor vehicles, except scooters, shall be equipped with two headlights and one or more red taillights; the headlights to be of sufficient brilliance to assure safety in driving at night, and all lights shall be kept lighted after sunset unless the vehicle is in a designated parking area.

(6) All motor vehicles shall be equipped with two reflectors on the rear and two reflectors for each side (front and rear). A reflector will be considered adequate when it is so designed, located and maintained as to be visible for at least five hundred feet when facing an oncoming vehicle with ordinary headlights.

(7) Emergency conditions existing on the airport will not mitigate or cancel any existing rule. During such conditions all drivers of every motor vehicle shall make certain that his vehicle does not move in any direction that could interfere with any or all authorized operations necessary for the effective control of the emergency.

(8) Any equipment not needed immanently for repairs or construction of runway or taxiways shall not be parked within a safety area. Parking of equipment on the airport during hours when repairs or construction are not in progress shall not be closer than 250 feet from the edge of any active taxiway, runway, ramp, or apron. In any event, such equipment will be marked by flags not less than 3 feet square made of alternating 1 foot squares of white and international orange cloth; and during hours of darkness by obstruction lights when applicable.

b. Right-of-Way between motor vehicles.

(1) Emergency vehicles shall have the right-of-way over all other motor vehicles operating on the airport.

(2) On the aprons, fuel tenders shall have the right-of way over other vehicles.

(3) On the aprons, motor vehicles operated in support of air carrier operations shall have the right-of-way over administrative and maintenance vehicles except as noted in 4.

(4) Maintenance and construction vehicles shall have the right-of-way when operating within routes specifically designated by the Airport Manager in each instance of repairs or construction requiring several movements within a short period of time or during any extensive construction.

c. Right-of-way between motor vehicles and aircraft.

(1) All vehicles shall relinquish right-of-way to any aircraft moving under its own power.

(2) All vehicles shall pass on the pilot's side of an aircraft moving under its own power.

(3) When parking adjacent to a runway, all vehicles must park parallel to the runway and at least 200 feet to the outside of the runway lights.

6. The Airport Manager shall have the responsibility of control over the vehicular traffic operating on the air operations area. All vehicles are required to obtain clearance from the Airport Manager before entering any active area of the air operations area. All vehicles must obtain additional clearance from the Airport Manager before crossing an active runway.

7. THE HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT requires that all vehicles to be operated on the air operations area shall display the name of the owner or lessee thereon, by means of a name plate or lettering. Construction contractor's equipment and personnel vehicles will be identified by means of a 3-foot square flag as described in paragraph 5a (9) herein before.

H-18. WORK PHASES. Work phases are delineated on the drawings.

SECTION I: ADDITIONAL INSURANCE PREMIUM

I-1. DESCRIPTION. The City of Hattiesburg requires that the Contractor adhere to the Insurance Requirements in Paragraph H-15 of the Special Provisions. The required Contractor's insurance coverage may exceed the normal amount of coverage the Contractor carries. The intent of this Special Specification is to provide a bid item for the Contractor's additional cost associated with the requirement that the Owner and Engineer be included as additional insured parties.

I-2. REQUIREMENTS. The Contractor will be required to furnish documentation of the Contractor's normal insurance coverage and related costs and documentation of the additional costs for the Contractor to provide the required insurance coverage.

The length of the Contractor's insurance policy may not cover the entire construction period; therefore, the cost may have to be estimated for the project duration.

I-3. METHOD OF MEASUREMENT. Measurement of the Item "Insurance" as specified herein will be by the "Lump Sum" as the work progresses.

I-4. BASIS OF PAYMENT. The payment will be made at the lump sum bid for insurance upon receipt of documentation of amount paid by the Contractor for required insurance. Any amounts in the lump sum bid item in excess of actual payments for insurance shall be paid at substantial completion of project.

Payment will be made under:

ITEM NO.	PAY ITEM	PAY UNIT
I-3.2	Additional Insurance Premium	Lump Sum

ENGINEERING AND DESIGN SPECIFICATIONS

HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
RUNWAY 13-31 REHABILITATION RESTORATION

A.I.P Project No. 3-28-0031-0022-2015
for the
CITY OF HATTIESBURG

ARE Consultants, Inc.
P.O. Box 38252
Shreveport, LA 71133
(318) 222-8252

1216 S. Morrison, STE 5
Hammond, La 70403

GENERAL PROVISIONS

SECTION 10: DEFINITION OF TERMS

Whenever the following terms are used in these specifications, in the contract, in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be interpreted as follows:

10-01 AASHTO. The American Association of State Highway and Transportation Officials, the successor association to AASHO.

10-02 ACCESS ROAD. The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public highway.

10-03 ADVERTISEMENT. A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

10-04 AIP. The Airport Improvement Program, a grant-in-aid program, administered by the Federal Aviation Administration.

10-05 AIR OPERATIONS AREA. For the purpose of these specifications, the term air operations area shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

10-06 AIRPORT. Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft, and includes its buildings and facilities, if any.

10-07 ASTM. The American Society for Testing and Materials.

10-08 AWARD. The acceptance, by the owner, of the successful bidder's proposal.

10-09 BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

10-10 BUILDING AREA. An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.

10-11 CALENDAR DAY. Every day shown on the calendar.

10-12 CHANGE ORDER. A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.

10-13 CONTRACT. The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: The Advertisement; The Contract Form; The Proposal; The Performance Bond; The Payment Bond; any required insurance certificates; The Specifications; The Plans, and any addenda issued to bidders.

10-14 CONTRACT ITEM (PAY ITEM). A specific unit of work for which a price is provided in the contract.

10-15 CONTRACT TIME. The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.

10-16 CONTRACTOR. The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

10-17 DRAINAGE SYSTEM. The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.

10-18 ENGINEER. The individual, partnership, firm, or corporation duly authorized by the owner (sponsor) to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative.

10-19 EQUIPMENT. All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.

10-20 EXTRA WORK. An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

10-21 FAA. The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his/her duly authorized representative.

10-22 FEDERAL SPECIFICATIONS. The Federal Specifications and Standards, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government.

10-23 INSPECTOR. An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

10-24 INTENTION OF TERMS. Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of the like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the owner.

Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

10-25 LABORATORY. The official testing laboratories of the owner or such other laboratories as may be designated by the Engineer.

10-26 LIGHTING. A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.

10-27 MAJOR AND MINOR CONTRACT ITEMS. A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20 percent of the total amount of the award contract. All other items shall be considered minor contract items.

10-28 MATERIALS. Any substance specified for use in the construction of the contract work.

10-29 NOTICE TO PROCEED. A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

10-30 OWNER (SPONSOR). The term owner shall mean the party of the first part or the contracting agency signatory to the contract. For AIP contracts, the term sponsor shall have the same meaning as the term owner.

10-31 PAVEMENT. The combined surface course, base course, and subbase course, if any, considered as a single unit.

10-32 PAYMENT BOND. The approved form of security furnished by the Contractor and his/her surety as a guaranty that he will pay in full all bills and accounts for materials and labor used in the construction of the work.

10-33 PERFORMANCE BOND. The approved form of security furnished by the Contractor and his/her surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

10-34 PLANS. The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.

10-35 PROJECT. The agreed scope of work for accomplishing specific airport development with respect to a particular airport.

10-36 PROPOSAL. The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

10-37 PROPOSAL GUARANTY. The security furnished with a proposal to guarantee that the bidder will enter into a contract if his/her proposal is accepted by the owner.

10-38 RUNWAY. The area on the airport prepared for the landing and takeoff of aircraft.

10-39 SPECIFICATIONS. A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

10-40 STRUCTURES. Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; under drains; electrical ducts, manholes, hand holes, lighting fixtures and bases; transformers; flexible and rigid pavements; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.

10-41 SUBGRADE. The soil which forms the pavement foundation.

10-42 SUPERINTENDENT. The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.

10-43 SUPPLEMENTAL AGREEMENT. A written agreement between the Contractor and the owner covering: (1) work that would increase or decrease the total amount of the awarded contract, or any major contract item, by more than 25 percent, such increased or decreased work being within the scope of the originally awarded contract; or (2) work that is not within the scope of the originally awarded contract.

10-44 SURETY. The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds which are furnished to the owner by the Contractor.

10-45 TAXIWAY. For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways or aircraft parking areas.

10-46 WORK. The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

10-47 WORKING DAY. A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract. Unless work is suspended for causes beyond the Contractor's control, Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered as working days.

END OF SECTION 10

MODIFICATIONS TO SECTION 20

The provisions of this specification shall be applicable except as modified as follows:

20-02 In the second paragraph change all instances of "State Highway Division" to read "Mississippi Department of Transportation and Development - Aviation Division."

SECTION 20: REQUIREMENTS AND CONDITIONS

20-01 ADVERTISEMENT (Notice to Bidders). See Section A.

20-02 PREQUALIFICATION OF BIDDERS. Each bidder shall furnish the owner satisfactory evidence of his/her competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available. In addition, each bidder shall furnish the owner satisfactory evidence of his/her financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the Contractor's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether his/her financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect his/her (bidder's) true financial condition at the time such qualified statement or report is submitted to the owner.

20-03 CONTENTS OF PROPOSAL FORMS. The owner shall furnish bidders with proposal forms. All papers bound with or attached to the proposal forms are necessary parts and must not be detached.

The plans specifications, and other documents designated in the proposal form shall be considered a part of the proposal whether attached or not.

20-04 ISSUANCE OF PROPOSAL FORMS. The owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

a. Failure to comply with any pre-qualification regulations of the owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.

b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to a prospective bidder.

c. Contractor default under previous contracts with the owner.

d. Unsatisfactory work on previous contracts with the owner.

20-05 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only

as a basis for comparison of proposals and the award of the contract. The owner does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled **ALTERATION OF WORK AND QUANTITIES** of Section 40 without in any way invalidating the unit bid prices.

20-06 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans, and specifications.

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which he may make or obtain from his/her examination of the boring logs and other records of subsurface investigations and tests that are furnished by the owner.

20-07 PREPARATION OF PROPOSAL. The bidder shall submit his/her proposal on the forms furnished by the owner. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals for which he proposes to do each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall sign his/her proposal correctly and in ink. If the proposal is made by an individual, his/her name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state under the laws of which the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of his/her authority to do so and that the signature is binding upon the firm or corporation.

20-08 IRREGULAR PROPOSALS. Proposals shall be considered irregular for the following reasons:

a. If the proposal is on a form other than that furnished by the owner, or if the owner's form is altered, or if any part of the proposal form is detached.

b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous.

c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.

d. If the proposal contains unit prices that are obviously unbalanced.

e. If the proposal is not accompanied by the proposal guaranty specified by the owner.

The owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-09 BID GUARANTEE. Each separate proposal shall be accompanied by a certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such check, or collateral, shall be made payable to the owner.

20-10 DELIVERY OF PROPOSAL. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

20-11 WITHDRAWAL OR REVISION OF PROPOSALS. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by
the owner in writing or by telegram before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-12 PUBLIC OPENING OF PROPOSALS. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-13 DISQUALIFICATION OF BIDDERS. A bidder shall be considered disqualified for any of the following reasons:

a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the owner until any such participating bidder has been reinstated by the owner as a qualified bidder.

c. If the bidder is considered to be in default for any reason specified in the subsection titled **ISSUANCE OF PROPOSAL FORMS** of this section.

END OF SECTION 20

SECTION 30: AWARD AND EXECUTION OF CONTRACT

30-01 CONSIDERATION OF PROPOSALS. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words shall govern.

Until the award of a contract is made, the owner reserves the right to reject a bidder's proposal for any of the following reasons:

a. If the proposal is irregular as specified in the subsection titled **IRREGULAR PROPOSALS** of Section 20.

b. If the bidder is disqualified for any of the reasons specified in the subsection titled **DISQUALIFICATION OF BIDDERS** of Section 20.

In addition, until the award of a contract is made, the owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the owner's best interests.

30-02 AWARD OF CONTRACT. The award of a contract, if it is to be awarded, shall be made within 30 calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

Award of the contract shall be made by the owner to the lowest, qualified bidder whose proposal conforms to the cited requirements of the owner.

30-03 CANCELLATION OF AWARD. The owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the owner in accordance with the subsection titled **APPROVAL OF CONTRACT** of this section.

30-04 RETURN OF PROPOSAL GUARANTY. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the owner has made a comparison of bids as hereinbefore specified in the subsection titled **CONSIDERATION OF PROPOSALS** of this section. Proposal guaranties of the two lowest bidders will be retained by the owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the owner receives the contracts bonds as specified in the subsection titled **REQUIREMENTS OF CONTRACT BONDS** of this section.

30-05 REQUIREMENTS OF CONTRACT BONDS. At the time of the execution of the contract, the successful bidder shall furnish the owner a surety bond or bonds which have been

fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 EXECUTION OF CONTRACT. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed contract to the owner, along with the fully executed surety bond or bonds specified in the subsection titled **REQUIREMENTS OF CONTRACT BONDS** of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.

30-07 APPROVAL OF CONTRACT. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

30-08 FAILURE TO EXECUTE CONTRACT. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the 15 calendar day period specified in the subsection titled **REQUIREMENTS OF CONTRACT BONDS** of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the owner.

END OF SECTION 30

SECTION 40: SCOPE OF WORK

40-01 INTENT OF CONTRACT. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 ALTERATION OF WORK AND QUANTITIES. The owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than 25 percent (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations which do not exceed the 25 percent limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations which are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Engineer. Change orders for altered work shall include extensions of contract time where, in the Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the 25 percent limitation here-in-before specified, such excess altered work shall be covered by supplemental agreement. If the owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 OMITTED ITEMS. The Engineer may, in the owner's best interest, omit from the work any contract item, except major contract items. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection titled **PAYMENT FOR OMITTED ITEMS** of Section 90.

40-04 EXTRA WORK. Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called Extra Work. Extra work that is within the general scope of the contract shall be covered by written change order. Change orders for such extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the Engineer's opinion, is necessary for completion of such extra work.

When determined by the Engineer to be in the owner's best interest, he may order the Contractor to proceed with extra work by force account as provided in the subsection titled **PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK** of Section 90.

Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a Supplemental Agreement as here-in-before defined in the subsection titled **SUPPLEMENTAL AGREEMENT** of Section 10.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the owner.

40-05 MAINTENANCE OF TRAFFIC. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas of the airport with respect to his/her own operations and the operations of all his/her subcontractors as specified in the subsection titled **LIMITATION OF OPERATIONS** of Section 80. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in the subsection titled **CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS** in Section 70.

With respect to his/her own operations and the operations of all his/her subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying: personnel; equipment; vehicles; storage areas; and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport.

When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall furnish erect, and maintain barricades, warning signs, flagmen, and other traffic control devices in reasonable conformity with the manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office), unless otherwise specified herein. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

The Contractor shall make his/her own estimate of all labor, materials, equipment, and incidentals necessary for providing the maintenance of aircraft and vehicular traffic as specified in this subsection.

The cost of maintaining the aircraft and vehicular traffic specified in this subsection shall not be measured or paid for directly, but shall be included in the various contract items.

40-06 REMOVAL OF EXISTING STRUCTURES. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Engineer shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the Engineer in accordance with the provisions of the contract.

Except as provided in the subsection titled **RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK** of this section, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be utilized in the work as otherwise provided for in the contract and shall remain the property of the owner when so utilized in the work.

40-07 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be either embankment or waste, he may at his/her option either:

a. Use such material in another contract item, providing such use is approved by the Engineer and is in conformance with the contract specifications applicable to such use; or,

b. Remove such material from the site, upon written approval of the Engineer; or

c. Use such material for his/her own temporary construction on site; or,

d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., he shall request the Engineer's approval in advance of such use.

Should the Engineer approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at his/her own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the

contract work. The Contractor shall not be charged for his/her use of such material so used in the work or removed from the site.

Should the Engineer approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of his/her exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-09 FINAL CLEANING UP. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. He shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property owner.

END OF SECTION 40

SECTION 50: CONTROL OF WORK

50-01 AUTHORITY OF THE ENGINEER. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work. He shall decide all questions which may arise as to the interpretation of the specifications or plans relating to the work, the fulfillment of the contract on the part of the Contractor, and the rights of different Contractors on the project. The Engineer shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for the under contract.

50-02 CONFORMITY WITH PLANS AND SPECIFICATIONS. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans or specifications.

If the Engineer finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications but that the portion of the work affected will, in his/her opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the owner, he will advise the owner of his/her determination that the affected work be accepted and remain in place. In this event, the Engineer will document his/her determination and recommend to the owner a basis of acceptance which will provide for an adjustment in the contract price for the affected portion of the work. The Engineer's determination and recommended contract price adjustments will be based on good engineering judgment and such tests or retests of the affected work as are, in his/her opinion, needed. Changes in the contract price shall be covered by contract modifications (change order or supplemental agreement) as applicable.

If the Engineer finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the Engineer's written orders.

For the purpose of this subsection, the term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the Engineer's right to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's prosecution of the work, when, in the Engineer's opinion, such compliance is essential to provide an acceptable finished portion of the work.

For the purpose of this subsection, the term "reasonably close conformity" is also intended to provide the Engineer with the authority to use good engineering judgment in his/her determinations as to acceptance of work that is not in strict conformity but will provide a finished product equal to or better than that intended by the requirements of the contract, plans and specifications.

50-03 COORDINATION OF CONTRACT, PLANS, AND SPECIFICATIONS. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited FAA advisory circulars; contract general provisions shall govern over plans, cited standards for materials or testing, and cited FAA advisory circulars; plans shall govern over cited standards for materials or testing and cited FAA advisory circulars.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call upon the Engineer for his/her interpretation and decision, and such decision shall be final.

50-04 COOPERATION OF CONTRACTOR. The Contractor will be supplied with two copies each of the plans and specifications. He shall have available on the work at all times one copy each of the plans and specifications. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and he shall cooperate with the Engineer and his/her inspectors and with other contractors in every way possible. The Engineer shall allocate he work and designate the sequence of construction in case of controversy between contractors. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as his/her agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Engineer or his/her authorized representative.

50-05 COOPERATION BETWEEN CONTRACTORS. The owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct his/her work so as not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with his/her contract and shall protect and save harmless the owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange his/her work and shall place and dispose of the materials being used so as not to interfere with the operations of the other Contractors within the limits of the same project. He shall join his/her work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-06 CONSTRUCTION LAYOUT AND STAKES. The Engineer shall establish horizontal and vertical control only. The Contractor must establish all layout required for the construction of the work. Such stakes and markings as the Engineer may set for either his/her own or the Contractor's guidance shall be preserved by the Contractor. In case of negligence on the part of the Contractor, or his/her employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing the same may be deducted from subsequent estimates due the Contractor at the discretion of the Engineer.

50-07 AUTOMATICALLY CONTROLLED EQUIPMENT. Whenever batching or mixing plant equipment is required to be operated automatically under the contract and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods for a period 48 hours following the breakdown or malfunction, provided this method of operations will product results which conform to all other requirements of the contract.

50-08 AUTHORITY AND DUTIES OF INSPECTORS. Inspectors employed by the owner shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the contract. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

Inspectors employed by the owner are authorized to notify the Contractor or his/her representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the Engineer for his/her decision.

50-09 INSPECTION OF THE WORK. All materials and each part or detail of the work shall be subject to inspection by the Engineer. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the owner may be ordered removed and replaced at the Contractor's expense unless the owner's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) owner, authorized representatives of the owners of such facilities shall have the right to
inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK. All work which does not form to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the Engineer as provided in the subsection titled **CONFORMITY WITH PLANS AND SPECIFICATIONS** of this section.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of the subsection titled **CONTRACTOR'S RESPONSIBILITY FOR WORK** of Section 70.

Work done contrary to the instructions of the Engineer, work done beyond the lines shown on the plans or as given, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this subsection, the Engineer will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs (incurred by the owner) from any monies due or to become due the Contractor.

50-11 LOAD RESTRICTIONS. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage which may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor shall be responsible for all damage done by his/her hauling equipment and shall correct such damage at his/her own expense.

50-12 MAINTENANCE DURING CONSTRUCTION. The Contractor shall maintain the work during construction and until the work is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or sub-grade previously constructed, the Contractor shall maintain the previous course or sub-grade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 FAILURE TO MAINTAIN THE WORK. Should the Contractor at any time fail to maintain the work as provided in the subsection titled **MAINTENANCE DURING CONSTRUCTION** of this section, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the Engineer's notification, the Engineer may suspend any work necessary for the owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the owner, shall be deducted from monies due or to become due the Contractor.

50-14 PARTIAL ACCEPTANCE. If at any time during the prosecution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the owner, he may request the Engineer to make final inspection of that unit. If the Engineer finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, he may accept it as being completed, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the owner shall not void or alter any provision of the contract.

50-15 FINAL ACCEPTANCE. Upon due notice from the Contractor of presumptive completion of the entire project, the Engineer and owner will make an inspection. If all construction provided for and contemplated by the contract is found to be completed in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The Engineer shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 CLAIMS FOR ADJUSTMENT AND DISPUTES. If for any reason the Contractor deems that additional compensation is due him for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, he shall notify the

Engineer in writing of his/her intention to claim such additional compensation before he begins the work on which he bases the claim. If such notification is not given or the Engineer is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit his/her written claim to the Engineer who will present it to the owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

END OF SECTION 50

SECTION 60: CONTROL OF MATERIALS

60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS. The materials used on the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish complete statements to the Engineer as to the origin, composition, and manufacture of all materials to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the Engineer's option, materials may be approved at the source of supply before delivery is stated. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS. All materials used in the work shall be inspected, tested, and approved by the Engineer before incorporation in the work. Any work in which untested materials are used without approval or written permission of the Engineer shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Engineer, shall be removed at the Contractor's expense. Unless otherwise designated, tests in accordance with the cited standard methods of AASHTO or ASTM which are current on the date of advertisement for bids will be made by and at the expense of the owner. Samples will be taken by a qualified representative of the owner. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at his/her request.

60-03 CERTIFICATION OF COMPLIANCE. The Engineer may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the Engineer.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "brand name," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

a. Conformance to the specified performance, testing, quality or dimensional requirements; and,

b. Suitability of the material or assembly for the use intended in the contract work.

Should the Contractor propose to furnish an "or equal" material or assembly, he shall furnish the manufacturer's certificates of compliance as hereinbefore described for the specified brand name material or assembly. However, the Engineer shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The Engineer reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 PLANT INSPECTION. The Engineer or his/her authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for his/her acceptance of the material or assembly.

Should the Engineer conduct plant inspections, the following conditions shall exist:

a. The Engineer shall have the cooperation and assistance of the Contractor and the producer with whom he has contracted for materials.

b. The Engineer shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.

c. If required by the Engineer, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

It is understood and agreed that the owner shall have the right to retest any material which has been tested and approved at the source of supply after it has been delivered to the site. The Engineer shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 ENGINEER'S FIELD OFFICE AND LABORATORY. When specified and provided for as a contract item, the Contractor shall furnish a building for the exclusive use of the Engineer as a field office and field testing laboratory. The building shall be furnished and maintained by the Contractor as specified herein and shall become property of the Contractor when the contract work is completed.

60-06 STORAGE OF MATERIALS. Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located so as to

facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Engineer. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the Engineer. Private property shall not be used for storage purposes without written permission of the owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the Engineer a copy of the property owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at his/her entire expense, except as otherwise agreed to (in writing) by the owner or lessee of the property.

60-07 UNACCEPTABLE MATERIALS. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the Engineer.

No rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the Engineer has approved its used in the work.

60-08 OWNER FURNISHED MATERIALS. The Contractor shall furnish all materials required to complete the work, except those specified herein (if any) to be furnished by the owner. Owner-furnished materials shall be made available to the Contractor at the location specified herein.

All costs of handling, transportation from the specified location to the site of work, storage, and installing owner-furnished materials shall be included in the unit price bid for the contract item in which such owner-furnished material is used.

After any owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies which may occur during the Contractor's handling, storage, or use of such owner-furnished material. The owner will deduct from any monies due or to become due the Contractor any cost incurred by the owner in making good such loss due to the Contractor's handling, storage, or use of owner-furnished materials.

END OF SECTION 60

SECTION 70: LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

70-1 LAWS TO BE OBSERVED. The Contractor shall keep fully informed of all Federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the owner and all his/her officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his/her employees.

70-02 PERMITS, LICENSES, AND TAXES. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

70-03 PATENTED DEVICES, MATERIALS, AND PROCESSES. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the surety shall indemnify and save harmless the owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the prosecution or after the completion of the work.

70-04 RESTORATION OF SURFACES DISTURBED BY OTHERS. The owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the owner, such authorized work (by others) is indicated as follows:

N/A

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the Engineer.

Should the owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such owners by arranging and performing the work in this contract so as to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the Engineer, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the

Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 FEDERAL AID PARTICIPATION. Not Applicable.

70-06 SANITARY, HEALTH, AND SAFETY PROVISIONS. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his/her employees as may be necessary to comply with the requirements of the state and local Board of Health, or of other bodies or tribunals having jurisdiction.

Attention is directed to Federal, state, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions are unsanitary, hazardous, or dangerous to his/her health or safety.

70-07 PUBLIC CONVENIENCE AND SAFETY. The Contractor shall control his/her operations and those of his/her subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to his/her own operations and those of his/her subcontractors and all suppliers in accordance with the subsection titled **MAINTENANCE OF TRAFFIC** of Section 40 hereinbefore specified and shall limit such operations for the convenience and safety of the traveling public as specified in the subsection titled **LIMITATION OF OPERATIONS** of Section 80 hereinafter.

70-08 BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS. The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office).

When the work requires closing an air operations area of the airport or portion of such area, the Contractor shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements of AC 150/5340-1, Marking of Paved Areas on Airports.

The Contractor shall furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stock piles, and his/her parked construction equipment that may be hazardous to the operation of emergency fire-rescue or maintenance vehicles on the airport in reasonable conformance to AC 150/5370-2, Operational Safety on Airports During Construction Activity.

The Contractor shall identify each motorized vehicle or piece of construction equipment in reasonable conformance to AC 150/5370-2.

The Contractor shall furnish and erect all barricades, warning signs, and markings for hazards prior to commencing work which requires such erection and shall maintain the barricades, warning signs, and markings for hazards until their dismantling is directed by the Engineer.

Open-flame type lights shall not be permitted within the air operations areas of the airport.

70-09 USE OF EXPLOSIVES. When the use of explosives is necessary for the prosecution of the work, the Contractor shall exercise the utmost care not to endanger life or property, including new work. The Contractor shall be responsible for all damage resulting from the use of explosives.

All explosives shall be stored in a secure manner in compliance with all laws and ordinances, and all such storage places shall be clearly marked. Where no local laws or ordinances apply, storage shall be provided satisfactory to the Engineer and, in general, not closer than 1,000 feet (300 m) from the work or from any building, road, or other place of human occupancy.

The Contractor shall notify each property owner and public utility company having structures or facilities in proximity to the site of the work of his/her intention to use explosives. Such notice shall be given sufficiently in advance to enable them to take such steps as they may deem necessary to protect their property from injury.

The use of electrical blasting caps shall not be permitted on or within 1,000 feet (300 m) of the airport property.

70-10 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his/her manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

70-11 RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor shall indemnify and save harmless the Engineer and the owner and their officers, and employees from all suits actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of his/her contract as may be considered necessary by the owner for such purpose may be retained for the use of the owner or, in case no money is due, his/her surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

70-12 THIRD PARTY BENEFICIARY CLAUSE. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 OPENING SECTIONS OF THE WORK TO TRAFFIC. Should it be necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the owner prior to completion of the entire contract, such "phasing" of the work shall be specified herein and indicated on the plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his/her own estimate of the difficulties involved in arranging his/her work to permit such beneficial occupancy by the owner as described below:
Open runway or taxiway rehabilitation after 30 calendar days from start of project.

Upon completion of any portion of the work listed above, such portion shall be accepted by the owner in accordance with the subsection titled **PARTIAL ACCEPTANCE** of Section 50.

No portion of the work may be opened by the Contractor for public use until ordered by the Engineer in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Engineer, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the owner shall be repaired by the Contractor at his/her expense.

The Contractor shall make his/her own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

70-14 CONTRACTOR'S RESPONSIBILITY FOR WORK. Until the Engineer's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection titled **PARTIAL ACCEPTANCE** of Section 50, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at his/her expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seedings, and soddings furnished under his/her contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS. As provided in the subsection titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control his/her operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and the owners are indicated as follows:

Willmut Gas Company
315 South Main Street; P.O. Box 1649
Hattiesburg, MS 39403
(601) 544-6001

It is understood and agreed that the owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be

shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of his/her responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the owners of all utility services or other facilities of his/her plan of operations. Such notification shall be in writing addressed to THE PERSON TO CONTACT as provided hereinbefore in this subsection and the subsection titled **RESTORATION OF SURFACES DISTURBED BY OTHERS** of this section. A copy of each notification shall be given to the Engineer.

In addition to the general written notification hereinbefore provided, it shall be the responsibility of the Contractor to keep such individual owners advised of changes in his/her plan of operations that would affect such owners.

Prior to commencing the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such owner of his/her plan of operation. If, in the Contractor's opinion, the owner's assistance is needed to locate the utility service or facility or the presence of a representative of the owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's PERSON TO CONTACT no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the Engineer.

The Contractor's failure to give the two day's notice herein above provided shall be cause for the Engineer to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use excavation methods acceptable to the Engineer within 3 feet of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, he shall immediately notify the proper authority and the Engineer and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the Engineer continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to his/her operations whether or not due to negligence or accident. The contract owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or his/her surety.

70-16 FURNISHING RIGHTS-OF-WAY. The owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the contract provisions or in exercising any power or authority granted to him by this contract, there shall be no liability upon the Engineer, his/her authorized representatives, or any officials of the owner either personally or as an official of the owner. It is understood that in such matters they act solely as agents and representatives of the owner.

70-18 NO WAIVER OF LEGAL RIGHTS. Upon completion of the work, the owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or estop the owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the owner be precluded or estopped from recovering from the Contractor or his/her surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his/her obligations under the contract. A waiver on the part of the owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the owner's rights under any warranty or guaranty.

70-19 ENVIRONMENTAL PROTECTION. The Contractor shall comply with all Federal, state, and local laws and regulations controlling pollution of the environment. He shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 ARCHAEOLOGICAL AND HISTORICAL FINDINGS. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during his/her operations, any building, part of a building, structure, or object which is incongruous with its surroundings, he shall immediately cease operations in that location and notify the Engineer. The Engineer will immediately investigate the Contractor's finding and will direct the Contractor to either resume his/her operations or to suspend operations as directed.
Should the Engineer order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract modification (change order or supplemental agreement) as provided in the subsection titled **EXTRA WORK** of Section 40 and the subsection titled **PAYMENT FOR EXTRA WORK AND FORCE ACCOUNT WORK** of

Section 90. If appropriate, the contract modification shall include an extension of contract time in accordance with the subsection titled **DETERMINATION AND EXTENSION OF CONTRACT TIME** of Section 80.

END OF SECTION 70

SECTION 80: PROSECUTION AND PROGRESS

80-01 SUBLETTING OF CONTRACT. The owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Engineer.

Should the Contractor elect to assign his/her contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the owner, and shall be consummated only on the written approval of the owner. In case of approval, the Contractor shall file copies of all subcontracts with the Engineer.

80-02 NOTICE TO PROCEED. The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract within 10 days of the date set by the Engineer in the written notice to proceed, but in any event, the Contractor shall notify the Engineer at least 24 hours in advance of the time actual construction operations will begin.

80-03 PROSECUTION AND PROGRESS. Unless otherwise specified, the Contractor shall submit his/her progress schedule for the Engineer's approval within 10 days after the effective date of the notice to proceed. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the work within the contract time and modify his/her operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

For AIP contracts, the Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the owner.

80-04 LIMITATION OF OPERATIONS. The Contractor shall control his/her operations and the operations of his/her subcontractors and all suppliers so as to provide for the free and unobstructed movement of aircraft in the AIR OPERATIONS AREAS of the airport.

When the work requires the Contractor to conduct his/her operations within an AIR OPERATIONS AREA of the airport, the work shall be coordinated with airport management (through the Engineer) at least 48 hours prior to commencement of such work. The Contractor shall not close an AIR OPERATIONS AREA until so authorized by the Engineer and until the

necessary temporary marking and associated lighting is in place as provided in the subsection titled **BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS** of Section 70.

When the contract work requires the Contractor to work within an AIR OPERATIONS AREA of the airport on an intermittent basis (intermittent opening and closing of the AIR OPERATIONS AREA), the Contractor shall maintain constant communications as hereinafter specified; immediately obey all instructions to vacate the AIR OPERATIONS AREA; immediately obey all instructions to resume work in such AIR OPERATIONS AREA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AIR OPERATIONS AREA until the satisfactory conditions are provided. The following AIR OPERATIONS AREA (AOA) cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

N/A

80-05 CHARACTER OF WORKERS, METHODS, AND EQUIPMENT. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

All equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to met requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing airport facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Engineer. If the Contractor desires to use a method or type of equipment other than specified in the contract, he may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Engineer determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the Engineer may direct. No change will be made in basis of

payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this subsection.

80-06 TEMPORARY SUSPENSION OF THE WORK. The Engineer shall have the authority to suspend the work wholly, or in part, for such period or periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Engineer, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Engineer's order to suspend work to the effective date of the Engineer's order to resume the work. Claims for such compensation shall be filed with the Engineer within the time period stated in the Engineer's order to resume work. The Contractor shall submit with his/her claim information substantiating the amount shown on the claim. The Engineer will forward the Contractor's claim to the owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Contractor, or for any other delay provided for in the contract, plans, or specifications.

If it should become necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. He shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 DETERMINATION AND EXTENSION OF CONTRACT TIME. The number of calendar or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

Should the contract time require extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

CONTRACT TIME based on CALENDAR DAYS shall be calculated weekly by the Engineer. The Engineer will furnish the Contractor a copy of his/her weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved CHANGE ORDERS or SUPPLEMENTAL AGREEMENTS covering EXTRA WORK).

The Engineer shall base his/her weekly statement of contract time charged on the following considerations:

(1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least 6 hours with the normal work force employed on such principal item. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal item of work under construction or temporary suspension of the entire work which have been ordered by the Engineer for reasons not the fault of the Contractor, shall not be charged against the contract time.

(2) The Engineer will not make charges against the contract time prior to the effective date of the notice to proceed.

(3) The Engineer will begin charges against the contract time on the first working day after the effective date of the notice to proceed.

(4) The Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection titled **FINAL ACCEPTANCE** of Section 50.

(5) The Contractor will be allowed 1 week in which to file a written protest setting forth his/her objections to the Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the subsection titled **INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES** of Section 20. Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

b. CONTRACT TIME based on CALENDAR DAYS shall consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Engineer's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

c. When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially completed.

If the Contractor finds it impossible for reasons beyond his/her control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time as extended, make a written request to the Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his/her request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

80-08 FAILURE TO COMPLETE ON TIME. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection titled **DETERMINATION AND EXTENSION OF CONTRACT TIME** of this Section) the sum specified in the contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his/her surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages that will be incurred by the owner should the Contractor fail to complete the work in the time provided in his/her contract.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a wavier on the part of the owner of any of its rights under the contract.

80-09 DEFAULT AND TERMINATION OF CONTRACT. The Contractor shall be considered in default of his/her contract and such default will be considered as cause for the owner to terminate the contract for any of the following reasons if the Contractor:

a. Fails to begin the work under the contract within the time specified in the Notice to Proceed.

b. Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the contract, or

c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or

d. Discontinues the prosecution of the work, or

e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or

f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or

g. Allows any final judgment to stand against him unsatisfied for a period of 10 days, or

h. Makes an assignment for the benefit of creditors, or

i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Engineer consider the Contractor in default of the contract for any reason hereinbefore, he shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the owner will, upon written notification from the Engineer of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor. The owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Engineer will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the owner the amount of such excess.

80-10 TERMINATION FOR NATIONAL EMERGENCIES. The owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct
result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. **No claims or loss of anticipated profits shall be considered.**

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Engineer.
Termination of the contract or a portion thereof shall neither relieve the Contractor of his/her responsibilities for the completed work nor shall it relieve his/her surety of its obligation for and concerning any just claim arising out of the work performed.

END OF SECTION 80

SECTION 90: MEASUREMENT AND PAYMENT

90-01 MEASUREMENT OF QUANTITIES. All work completed under the contract will be measured by the Engineer, or his/her authorized representatives, using United States Customary Units of Measurement or the International System of Units.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the Engineer.

Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, under drains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

In computing volumes of excavation the average end area method or other acceptable methods will be used.

The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inches.

The term "ton" will mean the short ton consisting of 2,000 pounds (907 kilograms) avoirdupois. All materials which are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designed by the Engineer. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material be paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the Engineer directs, and each truck shall bear a plainly legible identification mark.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable to the Engineer, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

When requested by the Contractor and approved by the Engineer in writing, material specified to be measured by the cubic yard may be weighed, and such weights will be converted to cubic yards for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Bituminous materials will be measured by the gallon (liter) or ton (kilogram). When measured by volume, such volumes will be measured at 60 F (15 C) or will be corrected to the volume at 60 F (15 C) using ASTM D 1250 for asphalts or ASTM D 633 for tars.

Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.

When bituminous materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, may be used for computing quantities.

Cement will be measured by the ton (kilogram) or hundredweight (kilogram).
Timber will be measured by the thousand feet board measure (M.F.B.M.) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.

The term lump sum when used as an item of payment will mean complete payment for the work described in the contract.

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered by the Engineer in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such force account work as provided in the subsection titled **PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK** of this section.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gage, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales.

Scales shall be accurate within one-half percent of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the inspector before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed one-tenth of

1 percent of the nominal rated capacity of the scale, but not less than 1 pound (454 grams). The use of spring balances will not be permitted.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the inspector can safely and conveniently view them.

Scale installations shall have available ten standard 50-pound (2.3 kilogram) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Scales "overweighing" (indicating more than correct weight) will not be permitted to operate, and all materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of one-half of 1 percent.

In the event inspection reveals the scales have been "under weighing" (indicating less than correct weight), they shall be adjusted, and no additional payment to the Contractor will be allowed for materials previously weighed and recorded.

All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.

When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the Engineer. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 SCOPE OF PAYMENT. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, subject to the provisions of the subsection titled **NO WAIVER OF LEGAL RIGHTS** of Section 70.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 COMPENSATION FOR ALTERED QUANTITIES. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so

far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection titled **ALTERATION OF WORK AND QUANTITIES** of Section 40 will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his/her unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 PAYMENT FOR OMITTED ITEMS. As specified in the subsection titled **OMITTED ITEMS** of Section 40, the Engineer shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the owner.

Should the Engineer omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the Engineer's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the Engineer's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the Engineer's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK. Extra work, performed in accordance with the subsection titled EXTRA WORK of Section 40, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work. When the change order or supplemental agreement authorizing the extra work requires that it be done by force account, such force account shall be measured and paid for based on expended labor, equipment, and materials plus a negotiated and agreed upon allowance for overhead and profit.

a. **Miscellaneous.** No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

b. **Comparison of Record.** The Contractor and the Engineer shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor and the Engineer or their duly authorized representatives.

c. **Statement.** No payment will be made for work performed on a force account

basis until the Contractor has furnished the Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:

(1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman..

(2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.

(3) Quantities of materials, prices, and extensions.

(4) Transportation of materials.

(5) Cost of property damage, liability and workman's compensation insurance premiums, unemployment insurance contributions, and social security tax.

Statements shall be accompanied and supported by a receipted invoice for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from his/her stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

90-06 PARTIAL PAYMENTS. Partial payments will be made at least once each month as the work progresses. Said payments will be based upon estimates prepared by the Engineer of the value of the work performed and materials complete in place in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with the subsection titled **PAYMENT FOR MATERIALS ON HAND** of this section.

No partial payment will be made when the amount due the Contractor since the last estimate amounts to less than five hundred dollars.

From the total of the amount determined to be payable on a partial payment, 10 percent of such total amount will be deducted and retained by the owner until the final payment is made, except as may be provided (at the Contractor's option) in the subsection titled **PAYMENT OF WITHHELD FUNDS** of this section. The balance (90 percent) of the amount payable, less all previous payments, shall be certified for payment. Should the Contractor exercise his/her option, as provided in the subsection titled **PAYMENT OF WITHHELD FUNDS** of this section, no such 10 percent retainage shall be deducted.

When not less than 95 percent of the work has been completed the Engineer may, at his/her discretion and with the consent of the surety, prepare an estimate from which will be retained an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the Engineer to be a part of the final quantity for the item of work in question.

No partial payment shall bind the owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the subsection titled **ACCEPTANCE AND FINAL PAYMENT** of this section.

90-07 PAYMENT FOR MATERIALS ON HAND. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

a. The material has been stored or stockpiled in a manner acceptable to the Engineer at or on an approved site.

b. The Contractor has furnished the Engineer with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

c. The Contractor has furnished the Engineer with satisfactory evidence that the material and transportation costs have been paid.

d. The Contractor has furnished the owner legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.

e. The Contractor has furnished the owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at anytime prior to use in the work.

It is understood and agreed that the transfer of title and the owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of his/her responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials. The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this subsection.

90-08 PAYMENT OF WITHHELD FUNDS. At the Contractor's option, he/she may request that the owner accept (in lieu of the 10 percent retainage on partial payments described in the subsection titled PARTIAL PAYMENTS of this section) the Contractor's deposits in escrow under the following conditions.

a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the owner.

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the owner and having a value not less than the 10 percent retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the owner.

d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 ACCEPTANCE AND FINAL PAYMENT. When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 50, the Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Engineer's final estimate or advise the Engineer of his/her objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Engineer's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the owner as a claim in accordance with the subsection titled **CLAIMS FOR ADJUSTMENT AND DISPUTES** of Section 50.

After the Contractor has approved, or approved under protest, the Engineer's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection titled **CLAIMS FOR ADJUSTMENTS AND DISPUTES** of Section 50 or under the provisions of this subsection, such claims will be considered by the owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

END OF SECTION 90

SECTION 100: CONTRACTOR QUALITY CONTROL PROGRAM

100-01 GENERAL. When the specifications require a Contractor Quality Control Program, the Contractor shall establish, provide, and maintain an effective Quality Control Program that details the methods and procedures that will be taken to assure that all materials and completed construction conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified herein and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The intent of this section is to enable the Contractor to establish a necessary level of control that will:

a. Adequately provide for the production of acceptable quality materials.

b. Provide sufficient information to assure both the Contractor and the Engineer that the specification requirements can be met.

c. Allow the Contractor as much latitude as possible to develop his or her own standard of control.

The Contractor shall be prepared to discuss and present, at the preconstruction conference, his/her understanding of the quality control requirements. The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the Quality Control Program has been reviewed by the Engineer. No partial payment will be made for materials subject to specific quality control requirements until the Quality Control Program has been reviewed.

The quality control requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the acceptance testing requirements. Acceptance testing requirements are the responsibility of the Engineer.

100-02 DESCRIPTION OF PROGRAM.

a. General Description. The Contractor shall establish a Quality Control Program to perform inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. This Quality Control Program shall ensure conformance to applicable specifications and plans with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control Program shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of quality control.

b. Quality Control Program. The Contractor shall describe the Quality Control Program in a written document which shall be reviewed by the Engineer prior to the start of any production, construction, or off-site fabrication. The written Quality Control Program shall be submitted to the Engineer for review at least 14 calendar days before the pre-construction conference.

The Quality Control Program shall be organized to address, as a minimum, the following items:

a. Quality control organization;

b. Project progress schedule;

c. Submittals schedule;

d. Inspection requirements;

e. Quality control testing plan;

f. Documentation of quality control activities; and

g. Requirements for corrective action when quality control and/or acceptance criteria are not met.

The Contractor is encouraged to add any additional elements to the Quality Control Program that he/she deems necessary to adequately control all production and/or construction processes required by this contract.

100-03 QUALITY CONTROL ORGANIZATION. The Contractor's Quality Control Program shall be implemented by the establishment of a separate quality control organization. An organizational chart shall be developed to show all quality control personnel and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all quality control staff by name and function, and shall indicate the total staff required to implement all elements of the Quality Control Program, including inspection and testing for each item of work. If necessary, different technicians can be utilized for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the Quality Control Program, the personnel assigned shall be subject to the qualification requirements of paragraph 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The quality control organization shall consist of the following minimum personnel:

a. Program Administrator. The Program Administrator shall be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The Program Administrator shall have a

minimum of 5 years of experience in airport and/or highway construction and shall have had prior quality control experience on a project of comparable size and scope as the contract.

Additional qualifications for the Program Administrator shall include at least 1 of the following requirements:

(1) Professional engineer with 1 year of airport paving experience acceptable to the Engineer.

(2) Engineer-in-training with 2 years of airport paving experience acceptable to the Engineer.

(3) An individual with 3 years of highway and/or airport paving experience acceptable to the Engineer, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.

(4) Construction materials technician certified at Level III by the National Institute for Certification in Engineering Technologies (NICET).

(5) Highway materials technician certified at Level III by NICET.

(6) Highway construction technician certified at Level III by NICET.

(7) A NICET certified engineering technician in Civil Engineering Technology with 5 years of highway and/or airport paving experience acceptable to the Engineer.

The Program Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the Quality Control Program to ensure compliance with the contract plans and technical specifications. The Program Administrator shall report directly to a responsible officer of the construction firm. The Program Administrator may supervise the Quality Control Program on more than one project provided that person can be at the job site within 2 hours after being notified of a problem.

b. Quality Control Technicians. A sufficient number of quality control technicians necessary to adequately implement the Quality Control Program shall be provided. These personnel shall be either engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II or higher construction materials technician or highway construction technician and shall have a minimum of 2 years of experience in their area of expertise.

The quality control technicians shall report directly to the Program Administrator and shall perform the following functions:

(1) Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by Section 100-06.

(2) Performance of all quality control tests as required by the technical specifications and Section 100-07.

Certification at an equivalent level, by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

c. Staffing Levels. The Contractor shall provide sufficient qualified quality control personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The Quality Control Program shall state where different technicians will be required for different work elements.

100-04 PROJECT PROGRESS SCHEDULE. The Contractor shall submit a coordinated construction schedule for all work activities. The schedule shall be prepared as a network diagram in Critical Path Method (CPM), PERT, or other format, or as otherwise specified in the contract. As a minimum, it shall provide information on the sequence of work activities, milestone dates, and activity duration.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

100-05 SUBMITTALS SCHEDULE. The Contractor shall submit a detailed listing of all submittals (e.g., mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include:

a. Specification item number;

b. Item description;

c. Description of submittal;

d. Specification paragraph requiring submittal; and

e. Scheduled date of submittal.

100-06 INSPECTION REQUIREMENTS. Quality control inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by Section 100-07.

Inspections shall be performed daily to ensure continuing compliance with contract requirements until completion of the particular feature of work. These shall include the following minimum requirements:

a. During plant operation for material production, quality control test results and periodic inspections shall be utilized to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment utilized in proportioning and mixing shall be inspected to ensure its proper operating condition. The Quality Control Program shall detail how these and other quality control functions will be accomplished and utilized.

b. During field operations, quality control test results and periodic inspections shall be utilized to ensure the quality of all materials and workmanship. All equipment utilized in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The Program shall document how these and other quality control functions will be accomplished and utilized.

100-07 QUALITY CONTROL TESTING PLAN. As a part of the overall Quality Control Program, the Contractor shall implement a quality control testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification Item, as well as any additional quality control tests that the Contractor deems necessary to adequately control production and/or construction processes.

The testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

a. Specification item number (e.g., P-401);

b. Item description (e.g., Plant Mix Bituminous Pavements);

c. Test type (e.g., gradation, grade, asphalt content);

d. Test standard (e.g., ASTM or AASHTO test number, as applicable);

e. Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated);

f. Responsibility (e.g., plant technician); and

g. Control requirements (e.g., target, permissible deviations).

The testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D 3665. The Engineer shall be provided the opportunity to witness quality control sampling and testing.

All quality control test results shall be documented by the Contractor as required by Section 100-08.

100-08 DOCUMENTATION. The Contractor shall maintain current quality control records of all inspections and tests performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.
These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the Engineer daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the Contractor's Program Administrator.

Specific Contractor quality control records required for the contract shall include, but are not necessarily limited to, the following records:

a. Daily Inspection Reports. Each Contractor quality control technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations on a form acceptable to the Engineer. These technician's daily reports shall provide factual evidence that continuous quality control inspections have been performed and shall, as a minimum, include the following:

(1) Technical specification item number and description;

(2) Compliance with approved submittals;

(3) Proper storage of materials and equipment;

(4) Proper operation of all equipment;

(5) Adherence to plans and technical specifications;

(6) Review of quality control tests; and

(7) Safety inspection.

The daily inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible quality control technician and the Program Administrator. The Engineer shall be provided at least one copy of each daily inspection report on the work day following the day of record.

b. Daily Test Reports. The Contractor shall be responsible for establishing a system which will record all quality control test results. Daily test reports shall document the following information:

(1) Technical specification item number and description;

(2) Test designation;

(3) Location;

(4) Date of test;

(5) Control requirements;

(6) Test results;

(7) Causes for rejection;

(8) Recommended remedial actions; and

(9) Retests.

Test results from each day's work period shall be submitted to the Engineer prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical quality control charts. The daily test reports shall be signed by the responsible quality control technician and the Program Administrator.

100-09 CORRECTIVE ACTION REQUIREMENTS. The Quality Control Program shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the Quality Control Program as a whole, and for individual items of work contained in the technical specifications.

The Quality Control Program shall detail how the results of quality control inspections and tests will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and utilize statistical quality control charts for individual quality control tests. The requirements for corrective action shall be linked to the control charts.

100-10 SURVEILLANCE BY THE ENGINEER. All items of material and equipment shall be subject to surveillance by the Engineer at the point of production, manufacture or shipment to determine if the Contractor,
producer, manufacturer or shipper maintains an adequate quality control system in conformance with the requirements detailed herein and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to surveillance by the Engineer at the site for the same purpose.

Surveillance by the Engineer does not relieve the Contractor of performing quality control inspections of either on-site or off-site Contractor's or subcontractor's work.

100-11 NONCOMPLIANCE.

a. The Engineer will notify the Contractor of any noncompliance with any of the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the Engineer or his/her authorized representative to the Contractor or his/her authorized representative at the site of the work, shall be considered sufficient notice.

b. In cases where quality control activities do not comply with either the Contractor's Quality Control Program or the contract provisions, or where the Contractor fails to properly operate and maintain an effective Quality Control Program, as determined by the Engineer, the Engineer may:

(1) Order the Contractor to replace ineffective or unqualified quality control personnel or subcontractors.

(2) Order the Contractor to stop operations until appropriate corrective actions is taken.

END OF SECTION 100

DESIGN SPECIFICATIONS

for

HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
RUNWAY 13-31 REHABILITATION RESTORATION

A.I.P Project No. 3-28-0031-0022-2015
for the
CITY OF HATTIESBURG

PART III – FLEXIBLE BASE COURSES

ITEM P-209 CRUSHED AGGREGATE BASE COURSE

DESCRIPTION

209-1.1 This item consists of a base course composed of crushed aggregates constructed on a prepared course in accordance with these specifications and in conformity to the dimensions and typical cross sections shown on the plans.

MATERIALS

209-2.1 AGGREGATE. Aggregates shall consist of clean, sound, durable particles of crushed stone, crushed gravel, or crushed slag and shall be free from coatings of clay, silt, vegetable matter, and other objectionable materials and shall contain no clay balls. Fine aggregate passing the No. 4 (4.75 mm) sieve shall consist of fines from the operation of crushing the coarse aggregate. If necessary, fine aggregate may be added to produce the correct gradation. The fine aggregate shall be produced by crushing stone, gravel, or slag that meet the requirements for wear and soundness specified for coarse aggregate.

The crushed slag shall be an air-cooled, blast furnace slag and shall have a unit weight of not less than 70 pounds per cubic foot (1.12 Mg/cubic meter) when tested in accordance with ASTM C 29.

The crushed aggregate portion which is retained on the No. 4 (4.75 mm) sieve shall contain not more than 15 percent, by weight, of flat or elongated pieces as defined in ASTM D 693 and shall have at least 90 percent by weight of particles with at least two fractured faces and 100 percent with at least one fractured face. The area of each face shall be equal to at least 75 percent of the smallest midsectional area of the piece. When two fractured faces are contiguous, the angle between the planes of fractures shall be at least 30 to count as two fractured faces.

The percentage of wear shall not be greater than 45 percent when tested in accordance with ASTM C 131. The sodium sulfate soundness loss shall not exceed 12 percent, after 5 cycles, when tested in accordance with ASTM C 88.

The fraction passing the No. 40 (0.42 mm) sieve shall have a liquid limit no greater than 25 and a plasticity index of not more than 4 when tested in accordance with ASTM D 4318. The fine aggregate shall have a minimum sand equivalent value of 35 when tested in accordance with ASTM D 2419.

a. Sampling and Testing. Aggregates for preliminary testing shall be furnished by the Contractor prior to the start of production. All tests for initial aggregate submittals necessary to determine compliance with the specification requirements will be made by the Engineer at no expense to the Contractor.

Samples of aggregates shall be furnished by the Contractor at the start of production and at intervals during production. The sampling points and intervals will be designated by the Engineer. The samples will be the basis of approval of specific lots of aggregates from the standpoint of the quality requirements of this section.

In lieu of testing, the Engineer may accept certified state test results indicating that the aggregate meets specification requirements.

Samples of aggregates to check gradation shall be taken by the Engineer at least once daily. Sampling shall be in accordance with ASTM D 75, and testing shall be in accordance with ASTM C 136 and ASTM C 117.

b. Gradation Requirements. The gradation (job mix) of the final mixture shall fall within the design range indicated in Table 1, when tested in accordance with ASTM C 117 and ASTM C 136. The final gradation shall be continuously well graded from coarse to fine and shall not vary from the low limit on one sieve to the high limit on an adjacent sieve or vice versa.

TABLE 1. REQUIREMENTS FOR GRADATION OF AGGREGATE \1

Sieve Size	Design Range Percentage by Weight Passing Sieves	Job Mix Tolerances Percent
2 in (50.0 mm)	100	0
1-1/2 (37.0 mm)	95-100	+/- 5
1 in (25.0 mm)	70-95	+/- 8
3/4 in (19.0 mm)	55-85	+/- 8
No. 4 (4.75 mm)	30-60	+/- 8
No. 30 (0.60 mm)	12-30	+/- 5
No. 200 (0.075 mm)	0-8	+/- 3

\1\ Where environmental conditions (temperature and availability of free moisture) indicate potential damage due to frost action, the maximum percent of material, by weight, of particles smaller than 0.02 mm shall be 3 percent. It also may be necessary to have a lower percentage of material passing the No. 200 sieve to help control the percentage of particles smaller than 0.02 mm.

The job mix tolerances in Table 1 shall be applied to the job mix gradation to establish a job control grading band. The full tolerance still will apply if application of the tolerances results in a job control grading band outside the design range.

The fraction of the final mixture that passes the No. 200 (0.075 mm) sieve shall not exceed 60 percent of the fraction passing the No. 30 (0.60 mm) sieve.

CONSTRUCTION METHODS

209-3.1 PREPARING UNDERLYING COURSE. The underlying course shall be checked and accepted by the Engineer before placing and spreading operations are started. Any ruts or soft yielding places caused by improper drainage conditions, hauling, or any other cause shall be corrected at the Contractor's expense before the base course is placed thereon. Material shall not be placed on frozen subgrade.

209-3.2 MIXING. The aggregate shall be uniformly blended during crushing operations or mixed in a plant. The plant shall blend and mix the materials to meet the specifications and to secure the proper moisture content for compaction.

209-3.3 PLACING. The crushed aggregate base material shall be placed on the moistened subgrade in layers of uniform thickness with a mechanical spreader.

The maximum depth of a compacted layer shall be 6 inches (150 mm). If the total depth of the compacted material is more than 6 inches (150 mm), it shall be constructed in two or more layers. In multi-layer construction, the base course shall be placed in approximately equal-depth layers.

The previously constructed layer should be cleaned of loose and foreign material prior to placing the next layer. The surface of the compacted material shall be kept moist until covered with the next layer.

209-3.4 COMPACTION. Immediately upon completion of the spreading operations, the crushed aggregate shall be thoroughly compacted. The number, type, and weight of rollers shall be sufficient to compact the material to the required density.

The moisture content of the material during placing operations shall not be below, nor more than 1-½ percentage points above, the optimum moisture content as determined by ASTM D 1557.

209-3.5 ACCEPTANCE SAMPLING AND TESTING FOR DENSITY. Aggregate base course shall be accepted for density on a lot basis. A lot will consist of one day's production where it is not expected to exceed 2400 square yards (2000 square meters). A lot will consist of one-half day's production where a day's production is expected to consist of between 2400 and 4800 square yards (2000 and 4000 square meters).

Each lot shall be divided into two equal sublots. One test shall be made for each sublot. Sampling locations will be determined by the Engineer on a random basis in accordance with statistical procedures contained in ASTM D 3665.

Each lot shall be divided into two equal sublots. One test shall be made for each sublot. Sampling locations will be determined by the Engineer on a random basis in accordance with statistical procedures contained in ASTM D 3665.

Each lot will be accepted for density when the field density is at least 100 percent of the maximum density of laboratory specimens prepared from samples of the base course material delivered to the job site. The specimens shall be compacted and tested in accordance with ASTM D 1557. The in-place field density shall be determined in accordance with ASTM D 1556 or D 2167. If the specified density is not attained, the entire lot shall be reworked and/or recompacted and two additional random tests made. This procedure shall be followed until the specified density is reached.

In lieu of the core method of field density determination, acceptance testing may be accomplished using a nuclear gage in accordance with ASTM D 2922. The gage should be field calibrated in accordance with paragraph 4 of ASTM D 2922. Calibration tests shall be conducted on the first lot of material placed that meets the density requirements.

Use of ASTM D 2922 results in a wet unit weight, and when using this method, ASTM D 3017 shall be used to determine the moisture content of the material. The calibration curve furnished with the moisture gages shall be checked as described in paragraph 7 of ASTM D 3017. The calibration checks of both the density and moisture gages shall be made at the beginning of a job and at intervals as determined by the Engineer.

If a nuclear gage is used for density determination, two random readings shall be made for each sublot.

209-3.6 FINISHING. The surface of the aggregate base course shall be finished by blading or with automated equipment especially designed for this purpose.

In no case will the addition of thin layers of material be added to the top layer of base course to meet grade. If the elevation of the top layer is 1/2 inch (12 mm) or more below grade, the top layer of base shall be scarified to a depth of at least 3 inches (75 mm), new material added, and the layer shall be blended and recompacted to bring it to grade. If the finished surface is above plan grade, it shall be cut back to grade and rerolled.

209-3.7 SURFACE TOLERANCES. The finished surface shall not vary more than 3/8 inch (9 mm) when tested with a 16-foot (4.8 m) straightedge applied parallel with or at right angles to the centerline. Any deviation in excess of this amount shall be corrected by the Contractor at the Contractor's expense.

209-3.8 THICKNESS CONTROL. The completed thickness of the base course shall be within 1/2 inch (12 mm) of the design thickness. Four determinations of thickness shall be made for each lot of material placed. The lot size shall be consistent with that specified in paragraph 3.5. Each lot shall be divided into four equal sublots. One test shall be made for each sublot. Sampling locations will be determined by the Engineer on a random basis in accordance with procedures contained in ASTM D 3665. Where the thickness is deficient by more than 1/2 inch (12 mm), the Contractor shall correct such areas at no additional cost by excavating to the required depth and replacing with new material. Additional test holes may be required to identify the limits of deficient areas.

209-3.9 MAINTENANCE. The base course shall be maintained in a condition that will meet all specification requirements until the work is accepted. Equipment used in the construction of an adjoining section may be routed over completed portions of the base course, provided no damage results and provided that the equipment is routed over the full width of the base course to avoid rutting or uneven compaction.

METHOD OF MEASUREMENT

209-4.1. The quantity of crushed aggregate base course to be paid for will be determined by measurement of the number of cubic yards of material actually constructed and accepted by the Engineer as complying with the plans and specifications.

BASIS OF PAYMENT

209-5.1. Payment shall be made at the contract unit price per cubic yard for crushed aggregate base course. This price shall be full compensation for furnishing all materials, for preparing and placing these materials, and for all labor, equipment tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-209	Crushed Aggregate Base Course—per cubic yard.

TESTING REQUIREMENTS

ASTM C 29	Unit Weight of Aggregate
ASTM C 88	Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C 117	Materials Finer than 75μm (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C 131	Resistance to Degradation of Small-Size Coarse Aggregate by abrasion and impact in the Los Angeles Machine
ASTM C 136	Sieve Analysis of Fine and Coarse Aggregates
ASTM D 75	Sampling Aggregate
ASTM D 693	Crushed Aggregate for Macadam Pavements
ASTM D 698	Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 5.5-lb (2.49-kg) Rammer and 12-in (305mm) Drop
ASTM D 1556	Density of Soil in Place by the Sand-Cone Method

ASTM D 1557	Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10-lb Rammer and 18 in Drop
ASTM D 2167	Density and Unit Weight of Soil in Place by the Rubber Balloon Method
ASTM D 2419	Sand Equivalent Value of Soils and Fine Aggregate
ASTM D 2922	Density of Soil and Soil-Aggregate in Place by Nuclear Methods
ASTM D 3017	Water Content of Soil and Rock in Place by Nuclear Methods
ASTM D 3665	Random Sampling of Construction Materials
ASTM D 4318	Liquid Limit, Plastic Limit, and Plasticity Index of Soils

END ITEM P-209

ITEM P-401: PLANT MIX BITUMINOUS PAVEMENTS

DESCRIPTION

401-1.1 This item shall consist of a surface course composed of mineral aggregate and bituminous material mixed in a central mixing plant and placed on a prepared course in accordance with these specifications and shall conform to the lines, grades, thicknesses, and typical cross sections shown on the plans. Each course shall be constructed to the depth, typical section, or elevation required by the plans and shall be rolled, finished, and approved before the placement of the next course.

MATERIALS

401-2.1 AGGREGATE. Aggregates shall consist of crushed stone, crushed gravel, or crushed slag with or without sand or other inert finely divided mineral aggregate. The portion of materials retained on the No. 8 sieve is coarse aggregate. The portion passing the No. 8 (2.36 mm) sieve and retained on the No. 200 (0.075 mm) sieve is fine aggregate, and the portion passing the No. 200 (0.075 mm) sieve is mineral filler.

a. Coarse Aggregate. Coarse aggregate shall consist of sound, tough, durable particles, free from adherent films of matter that would prevent thorough coating and bonding with the bituminous material and be free from organic matter and other deleterious substances. The percentage of wear shall not be greater than 40 percent when tested in accordance with ASTM C 131. The sodium sulfate soundness loss shall not exceed 10 percent, or the magnesium sulfate soundness loss shall not exceed 13 percent, after five cycles, when tested in accordance with ASTM C 88.

Aggregate shall contain at least 50 percent by weight of individual pieces having two or more fractured faces and 65 percent by weight having at least one fractured face. The area of each face shall be equal to at least 75 percent of the smallest midsectional area of the piece. When two fractured faces are contiguous, the angle between the planes of fractures shall be at least 30 degrees to count as two fractured faces. Fractured faces shall be obtained by crushing.

The aggregate shall not contain more than a total of 8 percent, by weight, of flat or elongated pieces, when tested in accordance with ASTM D 4791.

Slag shall be air-cooled, blast furnace slag, and shall have a compacted weight of not less than 70 pounds per cubic foot (1.12 mg/cubic meter) when tested in accordance with ASTM C 29.

b. Fine Aggregate. Fine aggregate shall consist of clean, sound, durable, angular shaped particles produced by crushing stone, slag, or gravel that meets the requirements for wear and soundness specified for coarse aggregate. The aggregate particles shall be free from coatings of clay, silt, or other objectionable matter and shall contain no clay balls. The fine aggregate, including any blended material for the fine aggregate, shall have a plasticity index of not more than 6 and a liquid limit of not more than 25 when tested in accordance with ASTM D 4318.

Natural (non-manufactured) sand may be used to obtain the gradation of the aggregate blend or to improve the workability of the mix. The amount of sand to be added will be adjusted to produce mixtures conforming to requirements of this specification. The fine aggregate shall not contain more than 20 percent natural sand by weight of total aggregates.

The aggregate shall have sand equivalent values of 35 or greater when tested in accordance with ASTM D 2419.

c. Sampling. ASTM D 75 shall be used in sampling coarse and fine aggregate, and ASTM C 183 shall be used in sampling mineral filler.

401-2.2 MINERAL FILLER. If filler, in addition to that naturally present in the aggregate, is necessary, it shall meet the requirements of ASTM D 242.

401-2.3 BITUMINOUS MATERIAL. Bituminous material shall conform to the following requirements: ASTM D 946, Penetration Grade 85-100.

The Contractor shall furnish vendor's certified test reports for each lot of bituminous material shipped to the project. The vendor's certified test report for the bituminous material can be used for acceptance or tested independently by the Engineer.

401-2.4 PRELIMINARY MATERIAL ACCEPTANCE. Prior to delivery of materials to the job site, the Contractor shall submit certified test reports to the Engineer for the following materials:

a. Coarse Aggregate.

(1) Percent of wear.
(2) Soundness.
(3) Unit weight of slag.

b. Fine Aggregate.

(1) Liquid limit.
(2) Plasticity index.
(3) Sand equivalent.

c. Mineral Filler.

d. Bituminous Material.

The certification(s) shall show the appropriate ASTM test(s) for each material, the test results, and a statement that the material meets the specification requirement.

The Engineer may request samples for testing, prior to and during production, to verify the quality of the materials and to ensure conformance with the applicable specifications.

COMPOSITION

401-3.1 COMPOSITION OF MIXTURE. The bituminous plant mix shall be composed of a mixture of well-graded aggregate, filler if required, and bituminous material. The several aggregate fractions shall be sized, handled in separate size groups, and combined in such proportions that the resulting mixture meets the grading requirements of the job mix formula (JMF).

401-3.2 JOB MIX FORMULA. No bituminous mixture for payment shall be produced until a job mix formula has been approved by the Engineer. The bituminous mixture shall be designed using procedures contained in Chapter III, MARSHALL METHOD OF MIX DESIGN, of the Asphalt Institute's Manual Series No. 2 (MS-2), Mix Design Methods for Asphalt Concrete, and shall meet the requirements of Tables 1 and 2.

The design criteria in Table 1 are target values necessary to meet the acceptance requirements contained in paragraph 401-5.2b. The criteria is based on a production process which has a material variability with the following standard deviations:

Stability (lbs.) = 270
Flow (0.01 inch) = 1.5
Air Voids (%) = 0.65

If material variability exceeds the standard deviations indicated, the job mix formula and subsequent production targets should be based on a stability greater than shown in Table 1, and the flow and air voids should be targeted close to the mid-range of the criteria in order to meet the acceptance requirements.

If the Tensile Strength Ratio (TSR) of the composite mixture, as determined by ASTM D 4867, is less than 75, the aggregates shall be rejected or the asphalt treated with an approved anti-stripping agent. The amount of anti-stripping agent added to the asphalt shall be sufficient to produce a TSR of not less than 75. If an antistrip agent is required, it will be provided by the Contractor at no additional cost.

The job mix formula shall be submitted in writing by the Contractor to the Engineer at least 30 days prior to the start of paving operations and shall include as a minimum:

a. Percent passing each sieve size.

b. Percent of asphalt cement.

c. Asphalt viscosity or penetration grade.

d. Number of blows of hammer compaction per side of molded specimen.

e. Mixing temperature.

f. Compaction temperature.

g. Temperature of mix when discharged from the mixer.

h. Temperature-viscosity relationship of the asphalt cement.

i. Plot of the combined gradation on the Federal Highway Administration (FHWA) 45 power gradation curve.

j. Graphical plots of stability, flow, air voids, voids in the mineral aggregate, and unit weight versus asphalt content.

k. Percent natural sand.

l. Percent fractured faces.

m. Percent elongated particles.

n. Tensile Strength Ratio (TSR).

o. Antistrip agent (if required).

The Contractor shall submit samples to the Engineer, upon request, for job mix formula verification testing.

The job mix formula for each mixture shall be in effect until modified in writing by the Engineer. Should a change in sources of materials be made, a new job mix formula must be approved by the Engineer before the new material is used.

TABLE 1. MARSHALL DESIGN CRITERIA

TEST PROPERTY	Gross Wgt. > 60,000 lbs Or Tire Pressure > 100 PSI
Number of blows	75
Stability, pounds (newtons) minimum	2150 (9555)
Flow, 0.01 in. (0.25 mm)	10-14
Air voids (percent)	2.8-4.2
Voids filled with asphalt (percent)	65-75
Percent voids in mineral aggregate, minimum	See Table 2

TABLE 2. MINIMUM PERCENT VOIDS IN MINERAL AGGREGATE

Nominal Maximum Aggregate Size 1/		Minimum Voids in Mineral Aggregate, Percent Design Air Voids
in.	mm	Percent
½	12.5	13
¾	19.5	12
1	25.0	11
1-1/4	31.25	10

1/ The nominal maximum aggregate size is the next larger sieve size than the sieve on which at least 10 percent of the total aggregate is retained.

The mineral aggregate shall be of such size that the percentage composition by weight, as determined by laboratory screens, will conform to the gradation or gradations specified in Table 3 when tested in accordance with ASTM Standard C 136 and C 117.

The gradations in Table 3 represent the limits which shall determine the suitability of aggregate for use from the sources of supply. The aggregate, as selected (and used in the JMF), shall have a gradation within the limits designated in Table 3 and shall not vary from the low limit on one sieve to the high limit on the adjacent sieve, or vice versa, but shall be well graded from coarse to fine.

Deviations from the final approved mix design for bitumen content and gradation of aggregates shall be within the action limits for individual measurements as specified in paragraph 401-6.5a. The limits still will apply if they fall outside the master grading band in Table 3.

The maximum size aggregate used shall not be more than one-half of the thickness of the course being constructed.

TABLE 3. AGGREGATE - BITUMINOUS PAVEMENTS

Sieve Size	Percentage by Weight Passing Sieves 1" max
1-1/4 in. (31.25 mm)	-
1 in. (25.0 mm)	100
¾ in. (19.0 mm)	76-98
½ in. (12.5 mm)	66-86
⅜ in. (9.5 mm)	57-77
No. 4 (4.75 mm)	40-60
No. 8 (2.36 mm)	26-46
No. 16 (1.18 mm)	17-37
No. 30 (0.60 mm)	-
No. 50 (0.30 mm)	7-19

TABLE 3. AGGREGATE - BITUMINOUS PAVEMENTS

Sieve Size	Percentage by Weight Passing Sieves 1" max
No. 100 (0.15 mm)	6-16
No. 200 (0.075 mm)	3-6
Asphalt percent	
Stone or gravel	4.5-7.0

The aggregate gradations shown are based on aggregates of uniform specific gravity. The percentages passing the various sieves shall be corrected when aggregates of varying specific gravities are used, as indicated in the Asphalt Institute Manual Series No. 2 (MS-2), Appendix A.

401-3.3 RECYCLED ASPHALT CONCRETE. Recycled asphalt concrete shall consist of reclaimed asphalt pavement (RAP), coarse aggregate, fine aggregate, mineral filler, asphalt cement, and recycling agent, if necessary. Reclaimed asphalt pavement may be used for all courses.

The RAP shall be of a consistent gradation and asphalt content. The Contractor may obtain the RAP from the job site or existing source.

All new aggregates used in the recycled mix shall meet the requirements of paragraph 401-2.1. New bituminous material shall meet the requirements of paragraph 401-2.3. Recycling agents shall meet the requirements of ASTM D 4552.

The recycled asphalt concrete mix shall be designed using procedures contained in the Asphalt Institute's Manual Series Number 20 (MS-20), Asphalt Hot-Mix Recycling, in conjunction with MS-2 (MS-2). The job mix shall meet the requirements of paragraph 401-3.2. In addition to the requirements of paragraph 401-3.2, the job mix formula shall indicate the percent of reclaimed asphalt pavement, the percent and viscosity grade of new asphalt, the percent and grade of hot-mix recycling agent (if used), and the properties (including viscosity and penetration) of the asphalt blend.

The Contractor shall submit documentation to the Engineer, indicating that the mixing equipment proposed for use is adequate to mix the percent of RAP shown in the job mix formula and meet all local and national environmental regulations.

401-3.4 TEST SECTION. Prior to full production, the Contractor shall prepare and place a quantity of bituminous mixture according to the job mix formula. The amount of mixture should be sufficient to construct a test section 60 long and 20 wide, placed in two lanes, with a longitudinal cold joint, and shall be of the same depth specified for the construction of the course which it represents. The underlying grade or pavement structure upon which the test section is to be constructed shall be the same as the remainder of the course represented by the test section. The equipment used in construction of the test section shall be the same type and weight to be used on the remainder of the course represented by the test section.

Three random samples shall be taken at the plant and tested for stability, flow, and air voids in accordance with paragraph 401-5.1a(2). Three randomly selected cores shall be taken from the finished pavement mat, and three from the longitudinal joint, and tested in accordance with paragraph 401-5.1b(4). Random sampling shall be in accordance with procedures contained in ASTM D 3665.

Stability, flow, and air voids shall be evaluated in accordance with paragraph 401-5.2b. Mat density shall be evaluated in accordance with paragraph 401-5.2c. Joint density shall be evaluated in accordance with paragraph 401-5.2d. The test section shall be considered acceptable if the percentage of material within limits (PWL) is 90 or more.

Two random samples of mixture shall be taken at the plant and tested for aggregate gradation and asphalt content in accordance with paragraphs 401-6.3a and 3b and evaluated in accordance with paragraphs 401-6.5a and 5b. The test section shall be considered acceptable if the gradation and asphalt content are within the limits specified in paragraphs 401-6.5a and 5b.

Voids in the mineral aggregate (VMA), for each plant sample, shall be computed in accordance with procedures contained in Chapter III, MARSHALL METHOD OF MIX DESIGN, of the Asphalt Institute's Manual Series No. 2 (MS-2), Mix Design for Asphalt Concrete.

Voids filled with asphalt, for each plant sample, shall be computed as follows:

a. Determine asphalt content in percentage by volume using:

$$I = \frac{P_b \times G_{mb}}{G_b}$$

Where:

I = Percentage by volume of asphalt

P_b = Percentage by weight of asphalt

G_{mb} = Bulk specific gravity of compacted mixture

G_b = Specific gravity of asphalt

b. Determine percent voids filled with asphalt as follows:

$$VF = \frac{I}{I + P_a} \times 100$$

Where:

VF = Percent voids filled with asphalt

I = Percentage by volume of asphalt

P_a = Percent air voids

The test section shall be considered acceptable if the voids in the mineral aggregate and the voids filled with asphalt are within the limits of Table 1.

If the test section should prove to be unsatisfactory, the necessary adjustments to the job mix formula, plant operation, placing procedures, and/or rolling procedures shall be made. A second test section shall then be placed. If the second test section also does not meet specification requirements, both sections shall be removed at the Contractor's expense. Additional test sections, as required, shall be constructed and evaluated for conformance to the specifications. Any additional sections that do not conform to specification requirements shall be removed at the Contractor's expense. Full production shall not begin until a satisfactory section has been constructed and accepted by the Engineer. The initial test section and any subsequent section that meets specification requirements shall be paid for in accordance with paragraph 401-8.1.

Job mix control testing shall be performed by the Contractor at the start of plant production and in conjunction with the calibration of the plant for the job mix formula. It should be recognized that the aggregates produced by the plant may not satisfy the gradation requirements or produce a mix that exactly meets the JMF. In those instances, it will be necessary to reevaluate and redesign the mix using plant-produced aggregates. Specimens should be prepared and the optimum bitumen content determined in the same manner as for the original design tests.

401-3.5 TESTING LABORATORY. The laboratory used to develop the job mix formula shall meet the requirements of ASTM D 3666. A certification signed by the manager of the laboratory stating that it meets these requirements shall be submitted to the Engineer prior to the start of construction. The certification shall contain as a minimum:

a. Qualifications of personnel; laboratory manager, supervising technician, and testing technicians.

b. A listing of equipment to be used in developing the job mix.

c. A copy of the laboratory's quality control system.

d. Evidence of participation in the AASHTO Materials Reference Laboratory (AMRL) program.

CONSTRUCTION METHODS

401-4.1 WEATHER LIMITATIONS. The bituminous mixture shall not be placed upon a wet surface or when the surface temperature of the underlying course is less than specified in Table 4. The temperature requirements may be waived by the Engineer, if requested; however, all other requirements including compaction shall be met.

TABLE 4. BASE TEMPERATURE LIMITATIONS

Mat Thickness	Base Temperature (Minimum) Deg. F	Deg. C
3 in. (7.5 cm) or greater	40	4
Greater than 1 in. (2.5 cm) but less than 3 in. (7.5 cm)	45	7
1 in. (2.5 cm) or less	50	10

401-4.2 BITUMINOUS MIXING PLANT. Plants used for the preparation of bituminous mixtures shall conform to the requirements of ASTM D 995 with the following changes:

a. Requirements for All Plants.

(1) Truck Scales. The bituminous mixture shall be weighed on approved scales furnished by the Contractor, or on certified public scales at the Contractor's expense. Scales shall be inspected and sealed as often as the Engineer deems necessary to assure their accuracy. Scales shall conform to the requirements of the General Provisions, Section 90-01.

(2) Testing Facilities. The Contractor shall provide laboratory facilities at the plant for the use of the Engineer's acceptance testing and the Contractor's quality control testing, in accordance with paragraph 401-6.2d. .

(3) Inspection of Plant. The Engineer, or Engineer's authorized representative, shall have access, at all times, to all areas of the plant for checking adequacy of equipment; inspecting operation of the plant: verifying weights, proportions, and material properties; and checking the temperatures maintained in the preparation of the mixtures.

(4) Storage Bins and Surge Bins. Paragraph 3.9 of ASTM D 995 is deleted. Instead, the following applies. Use of surge and storage bins for temporary storage of hot bituminous mixtures will be permitted as follows:

(a) The bituminous mixture may be stored in surge bins for period of time not to exceed 3 hours.

(b) The bituminous mixture may be stored in insulated storage bins for a period of time not to exceed 24 hours.

The bins shall be such that mix drawn from them meets the same requirements as mix loaded directly into trucks.

If the Engineer determines that there is an excessive amount of heat loss, segregation, or oxidation of the mixture due to temporary storage, no overnight storage will be allowed.

401-4.3 HAULING EQUIPMENT. Trucks used for hauling bituminous mixtures shall have tight, clean, and smooth metal beds. To prevent the mixture from adhering to them, the truck beds shall be lightly coated with a minimum amount of paraffin oil, lime solution, or other approved material. Each truck shall have a suitable cover to protect the mixture from adverse weather. When necessary, to ensure that the mixture will be delivered to the site at the specified temperature, truck beds shall be insulated or heated and covers shall be securely fastened.

401-4.4 BITUMINOUS PAVERS. Bituminous pavers shall be self-propelled with an activated screed, heated as necessary, and shall be capable of spreading and finishing courses of bituminous plant mix material which will meet the specified thickness, smoothness, and grade. The paver shall have sufficient power to propel itself and the hauling equipment without adversely affecting the finished surface.

The paver shall have a receiving hopper of sufficient capacity to permit a uniform spreading operation. The hopper shall be equipped with a distribution system to place the mixture uniformly in front of the screed without segregation. The screed shall effectively produce a finished surface of the required evenness and texture without tearing, shoving, or gouging the mixture.

If an automatic grade control device is used, the paver shall be equipped with a control system capable of automatically maintaining the specified screed elevation. The control system shall be automatically actuated from either a reference line and/or through a system of mechanical sensors or sensor-directed mechanisms or devices which will maintain the paver screed at a predetermined transverse slope and at the proper elevation to obtain the required surface. The transverse slope controller shall be capable of maintaining the screed at the desired slope within plus or minus 0.1 percent.

The controls shall be capable of working in conjunction with any of the following attachments:

a. Ski-type device of not less than 30 feet (9.14 m) in length.

b. Taut stringline (wire) set to grade.

c. Short ski or shoe.

d. Laser control.

401-4.5 ROLLERS. Rollers of the vibratory, steel wheel, and pneumatic-tired type shall be used. They shall be in good condition, capable of operating at slow speeds to avoid displacement of the bituminous mixture. The number, type, and weight of rollers shall be sufficient to compact the mixture to the required density while it is still in a workable condition.

The use of equipment which causes excessive crushing of the aggregate will not be permitted.

401-4.6 PREPARATION OF BITUMINOUS MATERIAL. The bituminous material shall be heated in a manner that will avoid local overheating and provide a continuous supply of the

bituminous material to the mixer at a uniform temperature. The temperature of the bituminous material delivered to the mixer shall be sufficient to provide a suitable viscosity for adequate coating of the aggregate particles, but shall not exceed 325 degrees F (160 degrees C).

401-4.7 PREPARATION OF MINERAL AGGREGATE. The aggregate for the mixture shall be heated and dried prior to introduction into the mixer. The maximum temperature and rate of heating shall be such that no damage occurs to the aggregates. The temperature of the aggregate and mineral filler shall not exceed 350 degrees F (175 degrees C) when the asphalt is added. Particular care shall be taken that aggregates high in calcium or magnesium content are not damaged by overheating. The temperature shall not be lower than is required to obtain complete coating and uniform distribution on the aggregate particles and to provide a mixture of satisfactory workability.

401-4.8 PREPARATION OF BITUMINOUS MIXTURE. The aggregates and the bituminous material shall be weighed or metered and introduced into the mixer in the amount specified by the job mix formula.

The combined materials shall be mixed until the aggregate obtains a uniform coating of bitumen and is thoroughly distributed throughout the mixture. Wet mixing time shall be the shortest time that will produce a satisfactory mixture, but not less than 25 seconds for batch plants. The wet mixing time for all plants shall be established by the Contractor, based on the procedure for determining the percentage of coated particles described in ASTM D 2489, for each individual plant and for each type of aggregate used. The wet mixing time will be set to achieve 95 percent of coated particles. For continuous mix plants, the minimum mixing time shall be determined by dividing the weight of its contents at operating level by the weight of the mixture delivered per second by the mixer. The moisture content of all bituminous mix upon discharge shall not exceed 0.5 percent.

401-4.9 PREPARATION OF THE UNDERLYING SURFACE. Immediately before placing the bituminous mixture, the underlying course shall be cleaned of all dust and debris. A prime coat or tack coat shall be applied in accordance with Item P-602 or P-603, if required by the contract specifications.

401-4.10 TRANSPORTING, PLACING, AND FINISHING. The bituminous mixture shall be transported from the mixing plant to the site in vehicles conforming to the requirements of paragraph 401-4.3. Deliveries shall be scheduled so that placing and compacting of mixture is uniform with minimum stopping and starting of the paver. Adequate artificial lighting shall be provided night placements. Hauling over freshly placed material shall not be permitted until the material has been compacted, as specified, and allowed to cool to atmospheric temperature.

The mix shall be placed and compacted at a temperature suitable for obtaining density, surface smoothness, and other specified requirements but not less than 250 degrees F (107 degrees C).

Upon arrival, the mixture shall be placed to the full width by a bituminous paver. It shall be struck off in a uniform layer of such depth that, when the work is completed, it shall have the required thickness and conform to the grade and contour indicated. The speed of the paver shall

be regulated to eliminate pulling and tearing of the bituminous mat. Unless otherwise permitted, placement of the mixture shall begin along the centerline of a crowned section or on the high side of areas with a one-way slope. The mixture shall be placed in consecutive adjacent strips having a minimum width of [ ] feet except where edge lanes require less width to complete the area. The longitudinal joint in one course shall offset the longitudinal joint in the course immediately below by at least 1 foot (30 cm); however, the joint in the surface top course shall be at the centerline of the pavement. Transverse joints in one course shall be offset by at least 10 feet (3 m) from transverse joints in the previous course.

Transverse joints in adjacent lanes shall be offset a minimum of 10 feet (3 m).

On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the mixture may be spread and luted by hand tools.

401-4.11 COMPACTION OF MIXTURE. After placing, the mixture shall be thoroughly and uniformly compacted by rolling. The surface shall be compacted as soon as possible when the mixture has attained sufficient stability so that the rolling does not cause undue displacement, cracking or shoving. The sequence of rolling operations and the type of rollers used shall be at the discretion of the Contractor.

The speed of the roller shall, at all times, be sufficiently slow to avoid displacement of the hot mixture and be effective in compaction. Any displacement occurring as a result of reversing the direction of the roller, or from any other cause, shall be corrected at once.

Sufficient rollers shall be furnished to handle the output of the plant. Rolling shall continue until the surface is of uniform texture, true to grade and cross section, and the required field density is obtained.

To prevent adhesion of the mixture to the roller, the wheels shall be kept properly moistened (and scrapers used), but excessive water will not be permitted.

In areas not accessible to the roller, the mixture shall be thoroughly compacted with hand tampers.

Any mixture that becomes loose and broken, mixed with dirt, contains check-cracking, or in any way defective shall be removed and replaced with fresh hot mixture and immediately compacted to conform to the surrounding area. This work shall be done at the Contractor's expense. Skin patching shall not be allowed.

401-4.12 JOINTS. The formation of all joints shall be made in such a manner as to ensure a continuous bond between the courses and obtain the required density. All joints shall have the same texture as other sections of the course and meet the requirements for smoothness and grade. The roller shall not pass over the unprotected end of the freshly laid mixture except when necessary to form a transverse joint. When necessary to form a transverse joint, it shall be made by means of placing a bulkhead or by tapering the course. The tapered edge shall be cut back to its full depth and width on a straight line to expose a vertical face prior to placing the adjacent

lane. In both methods, all contact surfaces shall be given a tack coat of bituminous material before placing any fresh mixture against the joint.

Longitudinal joints which are irregular, damaged, uncompacted, or otherwise defective shall be cut back to expose a clean, sound surface for the full depth of the course. All contact surfaces shall be given a tack coat of bituminous material prior to placing any fresh mixture against the joint.

MATERIAL ACCEPTANCE

401-5.1 ACCEPTANCE SAMPLING AND TESTING. All acceptance sampling and testing necessary to determine conformance with the requirements specified in this section will be performed by the Engineer at no cost to the Contractor. Testing organizations performing these tests shall meet the requirements of ASTM D 3666. All equipment in Contractor furnished laboratories shall be calibrated by the testing organization prior to the start of operations.

a. Plant-Produced Material. Plant-produced material shall be tested for stability, flow, and air voids on a lot basis. Sampling shall be from material deposited into trucks at the plant or from trucks at the job site. A lot will consist of:

- one day's production not to exceed 2,000 tons (1 814 000 kg), or
- a half day's production where a day's production is expected to consist of between 2,000 and 4,000 tons (1 814 000 and 3 628 000 kg), or
- similar subdivisions for tonnages over 4,000 tons (3 628 000 kg).

Where more than one plant is simultaneously producing material for the job, the lot sizes shall apply separately for each plant.

(1) Sampling. Each lot will consist of four equal sublots. Sufficient material for preparation of test specimens will be sampled by the Engineer on a random basis, in accordance with the procedures contained in ASTM D 3665. One set of laboratory compacted specimens will be prepared for each sublot in accordance with ASTM D 1559, paragraph 4.5, at the number of blows required by paragraph 401-3.2, Table 1. Each set of laboratory compacted specimens will consist of three test portions prepared from the same sample increment.

The sample of bituminous mixture may be put in a covered metal tin and placed in an oven for not less than 30 minutes nor more than 60 minutes to stabilize to compaction temperature. The compaction temperature of the specimens should be as specified in the job mix formula.

(2) Testing. Sample specimens shall be tested for stability and flow in accordance with ASTM D 1559, paragraph 5. Air voids will be determined by the Engineer in accordance with ASTM D 3203.

Prior to testing, the bulk specific gravity of each test specimen shall be measured by the Engineer in accordance with ASTM D 2726 using the procedure for laboratory-prepared thoroughly dry specimens, or ASTM D 1188, whichever is applicable, for use in computing air voids and pavement density.

For air voids determination, the theoretical maximum specific gravity of the mixture shall be measured for each sublot in accordance with ASTM D 2041, Type C, D or E container. The value used in the air voids computation for each sublot shall be based on the maximum specific gravity measurement for the sublot.

The stability and flow for each sublot shall be computed by averaging the results of all test specimens representing that sublot.

(3) Acceptance. Acceptance of plant produced material for stability, flow, and air voids shall be determined by the Engineer in accordance with the requirements of paragraph 401-5.2b.

b. Field Placed Material. Material placed in the field shall be tested for mat and joint density on a lot basis.

(1) Mat Density. The lot size shall be the same as that indicated in paragraph 401-5.1a and shall be divided into four equal sublots. One core of finished, compacted materials shall be taken by the Contractor from each sublot. Core locations will be determined by the Engineer on a random basis in accordance with procedures contained in ASTM D 3665. Cores shall not be taken closer than one foot from a transverse or longitudinal joint.

(2) Joint Density. The lot size shall be the total length of longitudinal joints constructed by a lot of material as defined in paragraph 401-5.1a. The lot shall be divided into four equal sublots. One core of finished, compacted materials shall be taken by the Contractor from each sublot. Core locations will be determined by the Engineer on a random basis in accordance with procedures contained in ASTM D 3665.

(3) Sampling. Samples shall be neatly cut with a core drill or other approved equipment. The minimum diameter of the sample shall be three inches. Samples that are clearly defective, as a result of sampling, shall be discarded and another sample taken. The Contractor shall furnish all tools, labor, and materials for cutting samples and filling the cored pavement. Cored holes shall be filled in a manner acceptable to the Engineer and within one day after sampling.

(4) Testing. The bulk specific gravity of each cored sample will be measured by the Engineer in accordance with ASTM D 2726 or ASTM D 1188, whichever is applicable. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each sublot sample by the average bulk specific gravity of all laboratory prepared specimens for the lot, as determined in paragraph 401-5.1a(2).

(5) Acceptance. Acceptance of field placed material for mat density will be determined by the Engineer in accordance with the requirements of paragraph 401-5.2c. Acceptance for joint density will be determined in accordance with the requirements of paragraph 401-5.2d.

c. Partial Lots — Plant-Produced Material. When operational conditions cause a lot to be terminated before the specified number of tests have been made for the lot, or when the Contractor and Engineer agree in writing to allow overages or other minor tonnage placements to be considered as partial lots, the following procedure will be used to adjust the lot size and the number of tests for the lot.

The last batch produced where production is halted will be sampled, and its properties shall be considered as representative of the particular sublot from which it was taken. Where three sublots are produced, they shall constitute a lot. Where one or two sublots are produced, they shall be incorporated into the next lot, and the total number of sublots shall be used in the acceptance plan calculation, i.e., n = 5 or n = 6, for example.

d. Partial Lots — Field Placed Material. The lot size for field placed material shall correspond to that of the plant material, except that, in no cases, shall less than three (3) cored samples be obtained, i.e., n = 3.

401-5.2 ACCEPTANCE CRITERIA.

a. General. Acceptance will be based on the following characteristics of the bituminous mixture and completed pavement as well as the implementation of the Contractor Quality Control plan and test results:

(1) Stability
(2) Flow
(3) Air voids
(4) Mat density
(5) Joint density
(6) Thickness
(7) Smoothness
(8) Grade

Stability, flow, and air voids will be evaluated for acceptance in accordance with paragraph 401-5.2b. Mat density will be evaluated for acceptance in accordance with paragraph 401-5.2c. Joint density will be evaluated for acceptance in accordance with paragraph 401-5.2d.

Acceptance for mat density and air voids will be based on the criteria contained in paragraph 401-5.2f(1). Acceptance for stability and flow will be based on the criteria contained in paragraph 401-5.2f(2). Acceptance for joint density will be based on the criteria contained in paragraph 401-5.2f(3). Thickness will be evaluated by the Engineer for compliance in accordance with paragraph 401-5.2f(4). Acceptance for smoothness will be based on the criteria

contained in paragraph 401-5.2f(5). Acceptance for grade will be based on the criteria contained in paragraph 401-5.2f(6).

The Engineer may at any time, not withstanding previous plant acceptance, reject and require the Contractor to dispose of any batch of bituminous mixture which is rendered unfit for use due to contamination, segregation, incomplete coating of aggregate, or improper mix temperature. Such rejection may be based on only visual inspection or temperature measurements. In the event of such rejection, the Contractor may take a representative sample of the rejected material in the presence of the Engineer, and if it can be demonstrated in the laboratory, in the presence of the Engineer, that such material was erroneously rejected, payment will be made for the material at the contract unit price.

b. Stability, Flow, Air Voids. Evaluation for acceptance of each lot of plant-produced material for stability, flow, and air voids shall be based on PWL. The Contractor shall target production quality to achieve 90 PWL or higher.

c. Mat Density. Evaluation for acceptance of each lot of in-place pavement for mat density shall be based on PWL. The Contractor shall target production quality to achieve 90 PWL or higher.

d. Joint Density. Evaluation for acceptance of each lot of in-place pavement for joint density shall be based on PWL. The Contractor shall target production quality to achieve 90 PWL or higher.

e. Percentage of Material Within Specification Limits (PWL). The percentage of material within specification limits (PWL) shall be determined in accordance with procedures specified in Section 110 of the General Provisions. The specification tolerance limits (L) and (U) are contained in Table 5.

f. Acceptance Criteria.

(1) Mat Density and Air Voids. If the PWL of the lot equals or exceeds 90 percent, the lot shall be acceptable. Acceptance and payment for the lot shall be determined in accordance with paragraph 401-8.1.

(2) Stability and Flow. If the PWL of the lot equals or exceeds 90 percent, the lot shall be acceptable. If the PWL is less than 90 percent, the Contractor shall determine the reason and take corrective action. If the PWL is below 80 percent, the Contractor must stop production and make adjustments to the mix.

(3) Joint Density. If the PWL of the lot equals or exceeds 90 percent, the lot shall be acceptable. If the PWL is less than 90 percent, the Contractor shall evaluate the method of compacting joints. If the PWL is below 80 percent, the Contractor shall stop production until the reason for poor compaction has been determined.

(4) **Thickness.** Thickness shall be evaluated for compliance by the Engineer to the requirements shown on the plans. Measurements of thickness shall be made by the Engineer using the cores extracted for each sublot for density measurement.

(5) **Smoothness.** The finished surfaces of the pavement shall not vary more than ¼ inch for the surface course. Each lot shall be evaluated with a 12 foot (3.6 m) straightedge. The lot size shall be 2,000 square yards (1 650 square meters). Measurements will be made perpendicular and parallel to the centerline at distances not to exceed 50 feet (15.2 m). When more than 15 percent of all measurements within a lot exceed the specified tolerance, the Contractor shall remove the deficient area and replace with new material. Sufficient material shall be removed to allow at least one inch of asphalt concrete to be placed. Skin patching shall not be permitted. High point may be ground off.

(6) **Grade.** The finished surface of the pavement shall not vary from the gradeline elevations and cross sections shown on the plans by more than ½ inch (12.70 mm). The finished grade of each lot will be determined by running levels at intervals of 50 feet (15.2 m) or less longitudinally and transversely to determine the elevation of the completed pavement. The lot size shall be 2,000 square yards (1 650 square meters). When more than 15 percent of all the measurements within a lot are outside the specified tolerance, the Contractor shall remove the deficient area and replace with new material. Sufficient material shall be removed to allow at least one inch of asphalt concrete to be placed. Skin patching for correcting low areas shall not be permitted. High points may be ground off.

g. Outliers. All individual tests for mat density and air voids shall be checked for outliers (test criterion) in accordance with ASTM E 178, at a significance level of 5 percent. Outliers shall be discarded, and the PWL shall be determined using the remaining test values.

TABLE 5. MARSHALL ACCEPTANCE LIMITS FOR STABILITY, FLOW, AIR VOIDS, DENSITY

TEST PROPERTY	Pavements Designed for Aircraft Gross Weights of 60,000 Lbs. or more or Tire Pressure Greater than 100 Psi	
Number of Blows	75	
	Specification Tolerance	
	L	U
Stability, minimum, pounds	1800	-
Flow, 0.01-inch	8	16
Air Voids Total Mix, percent	2.0	5.0
Density, percent	96.3	-

Joint density, percent	93.3	-

TABLE 6. TABLE FOR ESTIMATING PERCENT OF LOT WITHIN LIMITS (PWL)

Percent Within Limits (PWL), P_L, and P_U	Positive Values of Q				
n=3	n=4	n=5	n=6	n=7	n=8
99	1.1541	1.4700	1.6714	1.8008	1.8888	1.9520
98	1.1524	1.4400	1.6016	1.6982	1.7612	1.8053
97	1.1496	1.4100	1.5427	1.6181	1.6661	1.6993
96	1.1456	1.3800	1.4897	1.5497	1.5871	1.6127
95	1.1405	1.3500	1.4407	1.4887	1.5181	1.5381
94	1.1342	1.3200	1.3946	1.4329	1.4561	1.4716
93	1.1269	1.2900	1.3508	1.3810	1.3991	1.4112
92	1.1184	1.2600	1.3088	1.3323	1.3461	1.3554
91	1.1089	1.2300	1.2683	1.2860	1.2964	1.3032
90	1.0982	1.2000	1.2290	1.2419	1.2492	1.2541
89	1.0864	1.1700	1.1909	1.1995	1.2043	1.2075
88	1.0736	1.1400	1.1537	1.1587	1.1613	1.1630
87	1.0597	1.1100	1.1173	1.1191	1.1199	1.1204
86	1.0448	1.0800	1.0817	1.0808	1.0800	1.0794
85	1.0288	1.0500	1.0467	1.0435	1.0413	1.0399
84	1.0119	1.0200	1.0124	1.0071	1.0037	1.0015
83	0.9939	0.9900	0.9785	0.9715	0.9672	0.9643
82	0.9749	0.9600	0.9452	0.9367	0.9325	0.9281
81	0.9550	0.9300	0.9123	0.9025	0.8966	0.8928
80	0.9342	0.9000	0.8799	0.8690	0.8625	0.8583
79	0.9124	0.8700	0.8478	0.8360	0.8291	0.8245
78	0.8897	0.8400	0.8160	0.8036	0.7962	0.7915
77	0.8662	0.8100	0.7846	0.7716	0.7640	0.7590
76	0.8417	0.7800	0.7535	0.7401	0.7322	0.7271
75	0.8165	0.7500	0.7226	0.7089	0.7009	0.6958
74	0.7904	0.7200	0.6921	0.6781	0.6701	0.6649
73	0.7636	0.6900	0.6617	0.6477	0.6396	0.6344
72	0.7630	0.6600	0.6316	0.6176	0.6095	0.6044
71	0.7077	0.6300	0.6016	0.5878	0.5798	0.5747
70	0.6787	0.6000	0.5719	0.5583	0.5504	0.5454
69	0.6490	0.5700	0.5423	0.5290	0.5213	0.5164
68	0.6187	0.5400	0.5129	0.4999	0.4924	0.4877

67	0.5878	0.5100	0.4836	0.4710	0.4638	0.4592
66	0.5563	0.4800	0.4545	0.4424	0.4354	0.4310
65	0.5242	0.4500	0.4255	0.4139	0.4073	0.4031
64	0.4916	0.4200	0.3967	0.3856	0.3793	0.3753
63	0.4586	0.3900	0.3679	0.3575	0.3515	0.3477
62	0.4251	0.3600	0.3392	0.3295	0.3239	0.3203
61	0.3911	0.3300	0.3107	0.3016	0.2964	0.2931
60	0.3568	0.3000	0.2822	0.2738	0.2691	0.2660
59	0.3222	0.2700	0.2537	0.2461	0.2418	0.2391
58	0.2872	0.2400	0.2254	0.2186	0.2147	0.2122
57	0.2519	0.2100	0.1971	0.1911	0.1877	0.1855
56	0.2164	0.1800	0.1688	0.1636	0.1613	0.1592
55	0.1806	0.1500	0.1408	0.1363	0.1338	0.1322
54	0.1447	0.1200	0.1125	0.1090	0.1070	0.1057
53	0.1087	0.0900	0.0843	0.0817	0.0802	0.0792
52	0.0725	0.0600	0.0562	0.0544	0.0534	0.0528
51	0.0363	0.0300	0.0281	0.0272	0.0267	0.0264
50	0.0	0.0	0.0	0.0	0.0	0.0

A lot is the quantity of material to be controlled and may represent a specified tonnage or a specified number of truckloads. The lot size, to be determined by the Engineer, should, for the most part, depend on the operational capacity of the plant, but shall in no case exceed 2,000 tons (1 814 000 kg) in accordance with paragraph 401-5q.1.

401-5.3 RESAMPLING PAVEMENT.

a. General. Resampling of a lot of pavement for mat density will be allowed if the Contractor requests, in writing, within 48 hours after receiving the written test results from the Engineer. A retest will consist of all the sampling and testing procedures contained in paragraphs 401-5.1b and 401-5.2c. Only one resampling per lot will be permitted.

(1) A redefined PWL shall be calculated for the resampled lot. The number of tests used to calculate the redefined PWL shall include the initial tests made for that lot plus the retests.

(2) The cost for resampling and retesting shall be borne by the Contractor.

b. Payment for Resampled Lots. The redefined PWL for a resampled lot shall be used to calculate the payment for that lot in accordance with Table 7.

c. Outliers. If the test within a lot include a very large or a very small value which appears to be outside the normal limits of variation, check for an outlier in accordance with ASTM E 178, at a significance level of 5 percent, to determine if this value should be discarded when computing the PWL.

401-5.4 LEVELING COURSE. Any course used for truing and leveling shall meet the requirements of paragraph 401-3.2 and 5.2b, but shall not be subject to the density requirements of paragraph 401-5.2c and 5.2d. The leveling course shall be compacted with the same effort used to achieve density of the test section. The truing and leveling course shall not exceed a nominal thickness of 1-½ inches (37.5 mm).

CONTRACTOR QUALITY CONTROL

401-6.1 GENERAL. The Contractor shall establish, provide, and maintain a Quality Control System which will provide reasonable assurance that all materials and completed construction submitted for acceptance conform to contract requirements whether manufactured or processed by the Contractor or procured from sub-contractors or vendors. Although guidelines are established and certain requirements are specified, they are minimum and the Contractor shall assume full responsibility for meeting all requirements.

The Contractor shall be prepared to discuss and present, at the preconstruction conference, his/her understanding of the quality control responsibilities for specific items as included in these specifications.

The Contractor shall provide the Engineer a certification stating that all of the testing equipment to be used is properly calibrated and will meet the specifications applicable for the specified test procedures. As a part of the process for approving the Contractor's plan, the Engineer may require the Contractor's technician to perform testing of samples to demonstrate an acceptable level of performance.

The Contractor shall perform quality control sampling, testing, and inspection during all phases of the work and shall perform them at a rate sufficient to ensure that the work conforms to the contract requirements, and at minimum test frequencies required by paragraph 401.6.3.

401-6.2 QUALITY CONTROL PLAN. The Contractor shall provide and maintain a Quality Control Plan (Plan) along with all the personnel, equipment, supplies and facilities necessary to obtain samples, perform and document test, and otherwise ensure the quality of the product.

The Contractor shall describe the Plan in a written document which shall be approved by the Engineer prior to the start of any production or construction. The written Plan shall be submitted to the Engineer for approval at least 10 days prior to the start of the operations.

No partial payment will be made for materials which are subject to specific quality control requirements without an approved Plan.

The Plan may be operated wholly or in part by the Contractor or an independent organization; however, the Plan's administration, including compliance with the Plan and its modification, shall remain the responsibility of the Contractor.

a. Plan Contents. The Plan shall be organized to address the following minimum items:

1. Quality control organization chart.

2. Area of responsibility and authority of each individual.

3. Names and qualifications of personnel as required by paragraphs 401-6.2c(1) and (2).

4. A listing of any outside organizations such as testing laboratories that will be employed by the contractor and a description of the services they will provide.

5. A testing plan which list the test required to be performed by the Contractor, the frequency of testing, sampling locations, and the location of the testing facilities.

6. Procedures for ensuing that test are taken in accordance with the testing plan, that they are documented, and that proper corrective actions are taken when necessary.

7. Procedures for ensuring that testing equipment is available, complies with specified standards and has been calibrated against certified standards.

8. Procedures for verifying that tests are taken in accordance with the appropriate ASTM standards.

9. Procedures for submittal of test results to the Engineer on a daily basis.

b. Plan Elements. The Plan shall address all elements which affect the quality of the asphalt concrete including:

1. Mix Design

2. Aggregate Grading

3. Quality of Materials

4. Stockpile Management

5. Proportioning

6. Mixing

7. Placing and Finishing

8. Joints

9. Compaction

10. Surface smoothness

c. Quality Control Organization. The Plan shall be implemented by the establishment of a separate Quality Control Organization. An organization chart shall be developed to show all quality control personnel and how these personnel integrate with other management, production, and construction functions and personnel.

The organizational chart shall identify all quality control staff by name and function, and shall indicate the total staff required to implement all elements of the quality control program, including inspection and testing functions for different items of work.

If an outside organization or independent testing laboratory is used for implementation of all or part of the Plan, the personnel assigned shall be subject to the qualification requirements of this paragraph. The organization chart shall indicate which personnel are contractor employees and which are provided by an outside organization.

The Quality Control Organization shall consist of the following minimum personnel:

1. Plan Administrator. The Plan Administrator shall be an employee of the Contractor, or a consultant engaged by the Contractor. The Plan Administrator shall have prior quality control experience on a project of comparable size and scope.

In addition, the Plan Administrator shall meet one of the following requirements:

a. Professional Engineer with one year of airport paving experience acceptable to the Engineer.

b. Engineer-in-Training with two years of airport paving experience acceptable to the Engineer.

c. An individual with three years of highway and/or airport paving experience acceptable to the Engineer and with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.

d. Construction Materials Technician certified at Level III by the National Institute for Certification in Engineering Technologies (NICET).

e. Highway Materials Technician certified at Level III by NICET.

f. Highway Construction Technician certified at Level III by NICET.

g. A NICET certified Engineering Technician in Civil Engineering Technology with 5 years of highway and/or airport paving experience acceptable to the Engineer.

Certification at an equivalent level, by a State or nationally recognized organization will be acceptable in lieu of NICET certification.

The Plan Administrator shall have full authority to institute any and all actions necessary for the successful operation of the Plan to ensure compliance with the specifications. The Plan Administrator shall report directly to a responsible officer in the Contractor's organization. The Administrator may supervise the Plan on more than one project provided that they can be at the job site within one hour after being notified of a problem.

2. Quality Control Technicians. The Contractor shall provide a sufficient number of Quality Control Technicians to adequately implement the Plan. These personnel shall be either engineers, engineering technicians, or experienced craftsmen with qualifications equivalent to NICET Level II or higher in their appropriate field and shall have a minimum of 2 years experience in their area of expertise.

The Quality Control Technicians shall report directly to the Plan Administrator and shall perform the following functions:

a. Inspection of all plant equipment used in proportioning and mixing to ensure proper calibration and operating condition.

b. Performance of quality control tests necessary to adjust and control mix proportioning in accordance with the job mix formula.

c. Inspection of all equipment used in placing, finishing, and compacting material to ensure proper operation condition.

d. Inspection during construction to ensure placing, joint construction, and compaction is in conformance with the specifications and will produce a finished product that meets specification requirements.

e. Performance of all quality control testing as required by paragraph 401-6.3, including density monitoring.

The Plan shall detail the criteria to be utilized to correct unsatisfactory production processes and construction practices.

Certification at an equivalent level, by a State or nationally recognized organization will be acceptable in lieu of NICET certification.

d. Testing Laboratory. The Plan must provide for a fully equipped asphalt laboratory located at the plant or job site. It shall be available for joint use by the Contractor for quality

control testing and by the Engineer for acceptance testing and must have adequate equipment for the performance of the tests required by these specifications. The Engineer shall have priority in use of the equipment necessary for acceptance testing.

The effective working area of the laboratory shall be a minimum of 150 square feet (14 square meters) with a ceiling height of not less than 7.5 feet (2.3 meters). Lighting shall be adequate to illuminate all working areas. It shall be equipped with heating and air conditioning units to maintain a temperature of 70 degrees F + 5 degrees (21 degrees C + 2.3 degrees C).

Laboratory facilities shall be kept clean and all equipment shall be maintained in proper working condition. The Engineer shall be permitted unrestricted access to inspect the Contractor's laboratory facility and witness quality control activities. The Engineer will advise the Contractor in writing of any noted deficiencies concerning the laboratory facility, equipment, supplies, or testing personnel and procedures. When the deficiencies are serious enough to be adversely affecting test results, the incorporation of the materials into the work shall be suspended immediately and will not be permitted to resume until the deficiencies are satisfactorily corrected.

e. Sampling. The plan shall contain a statistically based procedure of random sampling which provides that all materials being produced have an equal chance of being selected for sampling and testing. The Engineer shall be provided the opportunity to witness all sampling.

f. Noncompliance. In cases where quality control activities do no comply with either the Contractor's Quality Control Program or the contract provisions, or where the Contractor fails to properly operate and maintain an effective Quality Control Program, the Engineer may:

1. Order the Contractor to replace ineffective or unqualified quality control personnel.

2. Carry out the functions and operations of the Contractor's approved Quality Control Program. Cost incurred by the Owner to operate the Quality Control Program or to otherwise remedy the Contractor's non-compliance with quality related provisions of the Contract shall be deducted from the total amount due the Contractor.

401-6.3 QUALITY CONTROL TESTING. The Contractor shall perform all quality control tests necessary to control the production and construction processes applicable to these specifications and as set forth in the approved Quality Control Plan. The testing program shall include, but not necessarily limited to, tested for the control of asphalt content, aggregate gradation, temperatures, aggregate moisture, field compaction, and surface smoothness. The Contractor shall employ random sampling procedures for obtaining test samples.

a. Asphalt Content. A minimum of two extraction tests shall be performed per lot in accordance with ASTM D 2172 for determination of asphalt content. The weight of ash portion of the extraction test, as described in ASTM D 2172, shall be determined as part of the first extraction test performed at the beginning of plant production; and as part of every tenth extraction test performed thereafter, for the duration of plan production. The last weight of ash value obtained shall be used in the calculation of the asphalt content for the mixture.

The use of the nuclear method for determining asphalt content in accordance with ASTM D 4125 is permitted, provided that it is calibrated for the specific mix being used.

b. Gradation. Aggregate gradations shall be determined a minimum of twice per lot from mechanical analysis of extracted aggregate in accordance with AASHTO T 30 and ASTM C 136 (Dry Sieve). When asphalt content is determined by the nuclear method, aggregate gradation shall be determined from hot bin samples on batch plants, or from the cold feed on drum mix or continuous mix plants, and tested in accordance with ASTM C 136 (dry sieve) using actual batch weights to determine the combined aggregate gradation of the mixture.

c. Moisture Content of Aggregate. The moisture content of aggregate used for production shall be determined a minimum of once per lot in accordance with ASTM C 566.

d. Moisture Content of Mixture. The moisture content of the mixture shall be determined once per lot in accordance with ASTM D 1461.

e. Temperatures. Temperatures shall be checked, at least four times per lot, at necessary locations to determine the temperatures of the dryer, the bitumen in the storage tank, the mixture at the plant, and the mixture at the job site.

f. In-Place Density Monitoring. The Contractor shall conduct any necessary testing to ensure that the specified density is being achieved. A nuclear gauge may be used to monitor the pavement density in accordance with ASTM D 2950.

g. Additional Testing. Any additional testing that the Contractor deems necessary to control the process may be performed at the Contractor's option.

h. Monitoring. The Engineer reserves the right to monitor any or all of the above testing.

401-6.4 SAMPLING. When directed by the Engineer, the Contractor shall sample and test any material which appears inconsistent with similar material being sampled, unless such material is voluntarily removed and replaced or deficiencies corrected by the Contractor. All sampling shall be in accordance with standard procedures specified.

401-6.5 CONTROL CHARTS. The Contractor shall maintain linear control charts both for individual measurements and range (i.e., difference between highest and lowest measurements) for aggregate gradation and asphalt content.

Control charts shall be posted in a location satisfactory to the Engineer and shall be kept current. As a minimum, the control charts shall identify the project number, the contract item number, the test number, each test parameter, the Action and Suspension Limits applicable to each test parameter, and the Contractor's test results. The Contractor shall use the control charts as part of a process control system for identifying potential problems and assignable causes before they occur. If the Contractor's projected data during production indicates a problem and the

Contractor is not taking satisfactory corrective action, the Engineer may suspend production or acceptance of the material.

a. Individual Measurements. Control charts for individual measurements shall be established to maintain process control within tolerance for aggregate gradation and asphalt content. The control charts shall use the job mix formula target values as indicators of central tendency for the following test parameters with associated Action and Suspension Limits:

CONTROL CHART LIMITS FOR INDIVIDUAL MEASUREMENTS		
Sieve	Action Limit	Suspension Limit
¾ inch (19.0 mm)	0%	0%
½ inch (12.5 mm)	+/-6%	+/-9%
⅜ inch (9.5 mm)	+/-6%	+/-9%
No. 4 (4.75 mm)	+/-6%	+/-9%
No. 16 (1.18 mm)	+/-5%	+/-7.5%
No. 50 (0.30 mm)	+/-3%	+/-4.5%
No. 200 (0.075 mm)	+/-2%	+/-3%
Asphalt Content	+/-0.45%	+/-0.70%

b. Range. Control charts for range shall be established to control process variability for the test parameters and Suspension Limits listed below. The range shall be computed for each lot as the difference between the two test results for each control parameter. The Suspension Limits specified below are based on a sample size of n = 2. Should the Contractor elect to perform more than two tests per lot, the Suspension Limits shall be adjusted by multiplying the Suspension Limit by 1.18 for n = 3 and by 1.27 for n = 4.

CONTROL CHART LIMITS BASED ON RANGE (Based on n = 2)	
Sieve	Suspension Limit
½ inch (12.5 mm)	11 percent
⅜ inch (9.5 mm)	11 percent
No. 4 (4.75 mm)	11 percent
No. 16 (1.18 mm)	9 percent
No. 50 (0.30 mm)	6 percent
No. 200 (0.075 mm)	3.5 percent
Asphalt Content	0.8 percent

c. Corrective Action. The Quality Control Plan shall indicate that appropriate action shall be taken when the process is believed to be out of control. The Plan shall contain sets of rules to gauge when a process is out of control and detail what action will be taken to bring the process into control. As a minimum, a process shall be deemed out of control and production stopped and corrective action taken, if:

(1) One point falls outside the Suspension Limit line for individual measurements or range; or

(2) Two points in a row fall outside the Action Limit line for individual measurements.

401-6.6 QUALITY CONTROL REPORTS. The Contractor shall maintain records and shall submit reports of quality control activities daily, in accordance with the Contractor Quality Control Plan.

METHOD OF MEASUREMENT

401 7.1 MEASUREMENT. Plant mix bituminous concrete pavement shall be measured by the number of tons of bituminous mixture used in the accepted work. Recorded batch weights or truck scale weights will be used to determine the basis for the tonnage.

BASIS OF PAYMENT

401-8.1 PAYMENT. Payment for an accepted lot of bituminous concrete pavement shall be made at the contract unit price per ton for bituminous mixture adjusted according to paragraph 401-8.1a, subject to the limitation that:

The price shall be compensation for furnishing all materials, for all preparation, mixing, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

a. Basis of Adjusted Payment. The pay factor for each individual lot shall be calculated in accordance with Table 6. A pay factor shall be calculated for both mat density and air voids. The lot pay factor shall be the higher of the two values when calculations for both mat density and air voids are 100 percent or higher. The lot pay factor shall be the product of the two values when only one of the calculations for either mat density or air voids is 100 percent or higher. The lot pay factor shall be the lower of the two values when calculations for both mat density and air voids are less than 100 percent.

TABLE 6. PRICE ADJUSTMENT SCHEDULE [1]

Percentage of Material Within Specification Limits (PWL)	Lot Pay Factor (Percent of Contract Unit Price)
96 – 100	106
90 – 95	PWL + 10
75 – 89	0.5 PWL + 55
55 – 74	1.4PWL – 12
Below 55	Reject [2]

[1] ALTHOUGH IT IS THEORETICALLY POSSIBLE TO ACHIEVE A PAY FACTOR OF 106 PERCENT FOR EACH LOT, ACTUAL PAYMENT ABOVE 100 PERCENT SHALL BE SUBJECT TO THE TOTAL PROJECT PAYMENT LIMITATION SPECIFIED IN PARAGRAPH 401-8.1.

[2] The lot shall be removed and replaced. However, the Engineer may decide to allow the rejected lot to remain. In that case, if the Engineer and Contractor agree in writing that the lot shall not be removed, it shall be paid for at 50 percent of the contract unit price and the total project payment shall be reduced by the amount withheld for the rejected lot.

For each lot accepted, the adjusted contract unit price shall be the product of the lot pay factor for the lot and the contract unit price. Payment shall be subject to the total project payment limitation specified in paragraph 401-8.1. Payment in excess of 100 percent for accepted lots of bituminous concrete pavement shall be used to offset payment for accepted lots of bituminous concrete pavement that achieve a lot pay factor less than 100 percent.

TABLE 6. PRICE ADJUSTMENT SCHEDULE [1]

Percentage of Material Within Specification Limits (PWL)	Lot Pay Factor (Percent of Contract Unit Price)
93 – 100	103
90 – 93	PWL + 10
70 – 89	0.125PWL + 88.75
40 – 69	0.75PWL +45
Below 40	Reject [2]

[1] ALTHOUGH IT IS THEORETICALLY POSSIBLE TO ACHIEVE A PAY FACTOR OF 103 PERCENT FOR EACH LOT, ACTUAL PAYMENT ABOVE 100 PERCENT SHALL BE SUBJECT TO THE TOTAL PROJECT PAYMENT LIMITATION SPECIFIED IN PARAGRAPH 401-8.1.

[2] The lot shall be removed and replaced. However, the Engineer may decide to allow the rejected lot to remain. In that case, if the Engineer and Contractor agree in writing that the lot shall not be removed, it shall be paid for at 50 percent of the contract unit price AND THE TOTAL PROJECT PAYMENT LIMITATION SHALL BE REDUCED BY THE AMOUNT WITHHELD FOR THE REJECTED LOT.

b. Payment. Payment will be made under:

Item P-401-8.1a Bituminous Surface Course—per ton

TESTING REQUIREMENTS

ASTM C 29	Unit Weight of Aggregate
ASTM C 88	Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C 117	Test Method for Materials Finer than 75μm (No.200) Sieve in Mineral Aggregates by Washing
ASTM C 131	Resistance to Abrasion of Small Size Coarse Aggregate by Use of the Los Angeles Machine
ASTM C 136	Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C 183	Sampling of Hydraulic Cement
ASTM C 566	Total Moisture Content of Aggregate by Drying
ASTM D 75	Sampling Aggregates
ASTM D 995	Requirements for Mixing Plants for Hot-Mixed Hot-Laid Bituminous Paving Mixtures
ASTM D 1188	Bulk Specific Gravity of Compacted Bituminous Mixtures Using Paraffin-Coated Specimens
ASTM D 1461	Moisture or Volatile Distillates in Bituminous Paving Mixtures
ASTM D 1559	Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus
ASTM D 2041	Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
ASTM D 2172	Quantitative Extraction of Bitumen from Bituminous Paving Mixtures
ASTM D 2419	Sand Equivalent Value of Soils and Fine Aggregate
ASTM D 2489	Degree of Particle Coating of Bituminous-Aggregate Mixtures
ASTM D 2726	Bulk Specific Gravity of Compacted Bituminous Mixtures Using Saturated Surface-Dry Specimens
ASTM D 2950	Density of Bituminous Concrete in Place by Nuclear Methods

ASTM D 3203	Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures
ASTM D 3665	Random Sampling of Paving Materials
ASTM D 3666	Inspection and Testing Agencies for Bituminous Paving Materials
ASTM D 4125	Asphalt Content of Bituminous Mixtures by the Nuclear Method
ASTM D 4318	Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D 4791	Flat or Elongated Particles in Coarse Aggregate
ASTM D 4867	Effect of Moisture on Asphalt Concrete Paving Mixtures
ASTM E 178	Practice for Dealing with Outlying Observations
AASHTO T 30	Mechanical Analysis of Extracted Aggregate
The Asphalt Institute's Manual No. 2 (MS-2)	Mix Design Methods for Asphalt Concrete
The Asphalt Institute's Manual No. 2 (MS-2)	Hot-Mix Recycling

MATERIAL REQUIREMENTS

ASTM D 242	Mineral Filler for Bituminous Paving Mixtures
ASTM D 946	Asphalt Cement for Use in Pavement Construction
ASTM D 3381	Viscosity-Graded Asphalt Cement for Use in Pavement Construction
ASTM D 4552	Classifying Hot-Mix Recycling Agents

END ITEM P-401

ITEM P-403 PLANT MIX BITUMINOUS PAVEMENTS (LEVELING COURSE)

DESCRIPTION

403-1.1 This item shall consist of a leveling course composed of mineral aggregate and bituminous material mixed in a central mixing plant and placed on a prepared course in accordance with these specifications and shall conform to the lines, grades, thicknesses, and typical cross sections shown on the plans. Each course shall be constructed to the depth, typical section, and elevation required by the plans and shall be rolled, finished, and approved before the placement of the next course.

MATERIALS

403-2.1 AGGREGATE. Aggregates shall consist of crushed stone or crushed gravel with other inert finely divided mineral aggregate maximum size aggregate 5/8". The portion of combined materials retained on the No. 4 (4.75 mm) sieve is coarse aggregate. The portion of combined materials passing the No. 4 (4.75 mm) sieve and retained on the No. 200 (0.075 mm) sieve is fine aggregate, and the portion passing the No. 200 (0.075 mm) sieve is mineral filler.

a. Coarse Aggregate. Coarse aggregate shall consist of sound, tough, durable particles, free from adherent films of matter that would prevent thorough coating and bonding with the bituminous material and be free from organic matter and other deleterious substances. The percentage of wear shall not be greater than 40 percent when tested in accordance with ASTM C 131. The sodium sulfate soundness loss shall not exceed 10 percent, or the magnesium sulfate soundness loss shall not exceed 13 percent, after five cycles, when tested in accordance with ASTM C 88.

Aggregate shall contain at least 70 percent by weight of individual pieces having two or more fractured faces and 85 percent by weight having at least one fractured face. The area of each face shall be equal to at least 75 percent of the smallest midsectional area of the piece. When two fractured faces are contiguous, the angle between the planes of fractures shall be at least 30 degrees to count as two fractured faces. Fractured faces shall be obtained by crushing.

The aggregate shall not contain more than a total of 8 percent, by weight, of flat particles, elongated particles, and flat and elongated particles, when tested in accordance with ASTM D 4791 with a value of 5:1.

Slag shall be air-cooled, blast furnace slag, and shall have a compacted weight of not less than 70 pounds per cubic foot (1.12 mg/cubic meter) when tested in accordance with ASTM C 29.

b. Fine Aggregate. Fine aggregate shall consist of clean, sound, durable, angular shaped particles produced by crushing stone, or gravel that meets the requirements for wear and soundness specified for coarse aggregate. The aggregate particles shall be free from coatings of clay, silt, or other objectionable matter and shall contain no clay balls. The fine aggregate, including any blended material for the fine aggregate, shall have a plasticity index of not more than 6 and a liquid limit of not more than 25 when tested in accordance with ASTM D 4318.

Natural (non-manufactured) sand may be used to obtain the gradation of the aggregate blend or to improve the workability of the mix. The amount of sand to be added will be adjusted to produce mixtures conforming to requirements of this specification. [The fine aggregate shall not contain more than 15 percent natural sand by weight of total aggregates.] If used, the natural sand shall meet the requirements of ASTM D 1073 and shall have a plasticity index of not more than 6 and a liquid limit of not more than 25 when tested in accordance with ASTM D 4318.

The aggregate shall have sand equivalent values of 45 or greater when tested in accordance with ASTM D 2419.

c. Sampling. ASTM D 75 shall be used in sampling coarse and fine aggregate, and ASTM C 183 shall be used in sampling mineral filler.

403-2.2 MINERAL FILLER. If filler, in addition to that naturally present in the aggregate, is necessary, it shall meet the requirements of ASTM D 242.

403-2.3 BITUMINOUS MATERIAL. Bituminous material shall conform to the requirements of P-401.

The Contractor shall furnish vendor's certified test reports for each lot of bituminous material shipped to the project. The vendor's certified test report for the bituminous material can be used for acceptance or tested independently by the Engineer.

403-2.4 PRELIMINARY MATERIAL ACCEPTANCE. Prior to delivery of materials to the job site, the Contractor shall submit certified test reports to the Engineer for the following materials:

a. Coarse Aggregate.

(1) Percent of wear.

(2) Soundness.

(3) Unit weight of slag.

(4) Percent fractured faces

b. Fine Aggregate.

(1) Liquid limit.

(2) Plasticity index.

(3) Sand equivalent.

c. Mineral Filler.

d. Bituminous Material. Test results for bituminous material shall include temperature/viscosity charts for mixing and compaction temperatures.

The certifications shall show the appropriate ASTM tests for each material, the test results, and a statement that the material meets the specification requirement.

The Engineer may request samples for testing, prior to and during production, to verify the quality of the materials and to ensure conformance with the applicable specifications.

403-2.5 ANTI-STRIPPING AGENT. Any anti-stripping agent or additive if required shall be heat stable, shall not change the asphalt cement viscosity beyond specifications, shall contain no harmful ingredients, shall be added in recommended proportion by approved method, and shall be a material approved by the Department of Transportation of the State in which the project is located.

COMPOSITION

403-3.1 COMPOSITION OF MIXTURE. The bituminous plant mix shall be composed of a mixture of well-graded aggregate, filler and anti-strip agent if required, and bituminous material. The several aggregate fractions shall be sized, handled in separate size groups, and combined in such proportions that the resulting mixture meets the grading requirements of the job mix formula (JMF).

403-3.2 JOB MIX FORMULA. No bituminous mixture for payment shall be produced until a job mix formula has been approved in writing by the Engineer. The bituminous mixture shall be designed using procedures contained in Chapter 5, MARSHALL METHOD OF MIX DESIGN, of the Asphalt Institute's

Manual Series No. 2 (MS-2), Mix Design Methods for Asphalt Concrete, sixth edition, and shall meet the requirements of Tables 1, 2 and 3.

Tensile Strength Ratio (TSR) of the composite mixture, as determined by ASTM D 4867, shall not be less than 75. Anti-stripping agent shall be added to the asphalt, as necessary, to produce a TSR of not less than 75. If an anti-strip agent is required, it will be provided by the Contractor at no additional cost to the Owner.

The job mix formula shall be submitted in writing by the Contractor to the Engineer at least [ ] days prior to the start of paving operations and shall include as a minimum:

a. Percent passing each sieve size for total combined gradation, individual gradation of all aggregate stockpiles and percent by weight of each stockpile used in the job mix formula.

b. Percent of asphalt cement.

c. Asphalt performance, viscosity or penetration grade, and type of modifier if used.

d. Number of blows of hammer compaction per side of molded specimen.

e. Mixing temperature.

f. Compaction temperature.

g. Temperature of mix when discharged from the mixer.

h. Temperature-viscosity relationship of the asphalt cement.

i. Plot of the combined gradation on the Federal Highway Administration (FHWA) 45 power gradation curve.

j. Graphical plots of stability, flow, air voids, voids in the mineral aggregate, and unit weight versus asphalt content.

k. Percent natural sand.

l. Percent fractured faces.

m. Percent by weight of flat particles, elongated particles, and flat and elongated particles (and criteria).

n. Tensile Strength Ratio (TSR).

o. Anti-strip agent (if required).

The Contractor shall submit to the Engineer the results of verification testing of three (3) asphalt samples prepared at the optimum asphalt content. The average of the results of this testing shall indicate conformance with the job mix formula requirements specified in Tables 1, 2 and 3.

When the project requires asphalt mixtures of differing aggregate gradations, a separate job mix formula and the results of job mix formula verification testing must be submitted for each mix.

Table 1. Marshall Design Criteria

Test Property	-
Number of blows	75
Stability, pouuds minimum	1800
Flow, 0.01 in.	8-16
Air voids (percent)	2-5
Percent voids in mineral aggregate, minimum	See Table 2.

Table 2. Minimum Percent Voids In Mineral Aggregate

Maximum Particle Size		Minimum Voids in Mineral Aggregate, percent
in	mm	Percent
½	12.5	16

The mineral aggregate shall be of such size that the percentage composition by weight, as determined by laboratory sieves, will conform to the gradation or gradations specified in Table 3 when tested in accordance with ASTM C 136 and C 117.

The gradations in Table 3 represent the limits that shall determine the suitability of aggregate for use from the sources of supply. The aggregate, as selected (and used in the JMF), shall have a gradation within the limits designated in Table 3 and shall not vary from the low limit on one sieve to the high limit on the adjacent sieve, or vice versa, but shall be well graded from coarse to fine.

Deviations from the final approved mix design for bitumen content and gradation of aggregates shall be within the action limits for individual measurements as specified in paragraph 403-6.5a. The limits still will apply if they fall outside the master grading band in Table 3.

The maximum size aggregate used shall not be more than one-half of the thickness of the course being constructed except where otherwise shown on the plans or ordered by the Engineer.

Table 3. Aggregate - Bituminous PavementsSieve Size	**Percentage by Weight Passing Sieve**
1 ½ in. (37.50 mm)	--
1 in. (25.0 mm)	--
¾ in. (19.0 mm)	100
½ in. (12.5 mm)	79-99
⅜ in. (9.5 mm)	68-88
No. 4 (4.75 mm)	48-68
No. 8 (2.36 mm)	33-53
No. 16 (1.18 mm)	20-40
No. 30 (0.60 mm)	14-30
No. 50 (0.30 mm)	9-21
No. 100 (0.15 mm)	6-16
No. 200 (0.075 mm)	3-6
Asphalt Percent:	
Stone or gravel	5.0-7.5

The aggregate gradations shown are based on aggregates of uniform specific gravity. The percentages passing the various sieves shall be corrected when aggregates of varying specific gravities are used, as indicated in the Asphalt Institute Manual Series No. 2 (MS-2), Chapter 3.

403-3.3 RECYCLED ASPHALT CONCRETE.

NOT USED

403-3.4 TEST SECTION. Prior to full production, the Contractor shall prepare and place a quantity of bituminous mixture according to the job mix formula. The amount of mixture shall be sufficient to construct a test section 200' ft. long and 15' ft. wide, placed in two lanes, with a longitudinal cold joint, and shall be of the same depth specified for the construction of the course which it represents. A cold joint is an exposed construction joint at least 4 hours old or whose mat has cooled to less than 160 °F. The underlying grade or pavement structure upon which the test section is to be constructed shall be the same as the remainder of the course represented by the test section. The equipment used in construction of the test section shall be the same type and weight to be used on the remainder of the course represented by the test section.

The test section shall be evaluated for acceptance as a single lot in accordance with the acceptance criteria in paragraph 403-5.1 and 403-6.3. The test section shall be divided into equal sublots. As a minimum the test section shall consist of 3 sublots.

The test section shall be considered acceptable if the average mat density of the test section cores is greater than or equal to 98 percent and the average joint density of the test section cores is greater than or equal to 95 percent. If the initial test section should prove to be unacceptable, the necessary adjustments to the job mix formula, plant operation, placing procedures, and/or rolling procedures shall be made. A second test section shall then be placed. If the second test section also does not meet specification requirements, both sections shall be removed at the Contractor's expense. Additional test sections, as required, shall be constructed and evaluated for conformance to the specifications. Any additional sections that are not acceptable shall be removed at the Contractor's expense. Full production shall not begin until an acceptable section has been constructed and accepted in writing by the Engineer. Once an acceptable test section has been placed, payment for the initial test section and the section that meets specification requirements shall be made in accordance with paragraph 403-8.1.

Job mix control testing shall be performed by the Contractor at the start of plant production and in conjunction with the calibration of the plant for the job mix formula. If the aggregates produced by the plant do not satisfy the gradation requirements or produce a mix that meets the JMF, it will be necessary to reevaluate and redesign the mix using plant-produced aggregates. Specimens shall be prepared and the optimum bitumen content determined in the same manner as for the original design tests.

403-3.5 JOB MIX (JMF) FORMULA LABORATORY. The Contractor's laboratory used to develop the job mix formula (JMF) shall meet the requirements of ASTM D 3666. The laboratory accreditation must be current and listed on the accrediting authority's website. All test methods required for developing the JMF must be listed on the lab accreditation. A copy of the laboratory's current accreditation and accredited test methods shall be submitted to the Engineer prior to start of construction.

CONSTRUCTION METHODS

403-4.1 WEATHER LIMITATIONS. The bituminous mixture shall not be placed upon a wet surface or when the surface temperature of the underlying course is less than specified in Table 4. The temperature requirements may be waived by the Engineer, if requested; however, all other requirements including compaction shall be met.

Table 4. Base Temperature Limitations

Mat Thickness	Base Temperature (Minimum)	
	Deg. F	Deg. C
3 in. (7.5 cm) or greater	40	4
Greater than 1 in. (2.5 cm) but less than 3 in. (7.5 cm)	45	7
1 in. (2.5 cm) or less	50	10

403-4.2 BITUMINOUS MIXING PLANT. Plants used for the preparation of bituminous mixtures shall conform to the requirements of ASTM D 995 with the following changes:

a. Requirements for all plants include:

(1) Truck Scales. The bituminous mixture shall be weighed on approved scales furnished by the Contractor, or on certified public scales at the Contractor's expense. Scales shall be inspected and sealed as often as the Engineer deems necessary to assure their accuracy. Scales shall conform to the requirements of the General Provisions, Section 90-01.

In lieu of scales, and as approved by the Engineer, asphalt mixture weights may be determined by the use of an electronic weighing system equipped with an automatic printer that weighs the total paving mixture. Contractor must furnish calibration certification of the weighing system prior to mix production and as often thereafter as requested by the Engineer.

(2) Testing Facilities. The Contractor shall provide laboratory facilities at the plant for the use of the Engineer's acceptance testing and the Contractor's quality control testing. The Engineer will always have priority in the use of the laboratory. The lab shall have sufficient space and equipment so that both testing representatives (Engineer's and Contractor's) can operate efficiently. The lab shall also meet the requirements of ASTM D 3666. The plant testing laboratory shall have a floor space area of not less than 150 sq ft, with a ceiling height of not less than 7-½ feet. The laboratory shall be weather tight, sufficiently heated in cold weather, air-conditioned in hot weather to maintain temperatures for testing purposes of 70 °F +/- 5 °F. The plant testing laboratory shall be located on the plant site to provide an unobstructed view, from one of its windows, of the trucks being loaded with the plant mix materials.

Laboratory facilities shall be kept clean, and all equipment shall be maintained in proper working condition. The Engineer shall be permitted unrestricted access to inspect the Contractor's laboratory facility and witness quality control activities. The Engineer will advise the Contractor in writing of any noted deficiencies concerning the laboratory facility, equipment, supplies, or testing personnel and procedures. When the deficiencies are serious enough to be adversely affecting the test results, the incorporation of the materials into the work shall be suspended immediately and will not be permitted to resume until the deficiencies are satisfactorily corrected.

As a minimum, the plant testing laboratory shall have:

a. Adequate artificial lighting

b. Electrical outlets sufficient in number and capacity for operating the required testing equipment and drying samples

c. Fire extinguishers (2), Underwriter's Laboratories approved

d. Work benches for testing, minimum 2-½ feet by 10 feet

e. Desk with 2 chairs

f. Sanitary facilities convenient to testing laboratory

g. Exhaust fan to outside air, minimum 12 in blade diameter

h. A direct telephone line and telephone including a FAX machine operating 24 hours per day, seven days per week

i. File cabinet with lock for Engineer

j. Sink with running water, attached drain board and drain capable of handling separate material

k. Metal stand for holding washing sieves

l. Two element hot plate or other comparable heating device, with dial type thermostatic controls for drying aggregates

m. Mechanical shaker and appropriate sieves (listed in JMF, Table 3) meeting the requirements of ASTM E-11 for determining the gradation of coarse and fine aggregates in accordance with ASTM C 136

n. Marshall testing equipment meeting ASTM D 6926, ASTM D 6927, or ASTM D 5581 as necessary, automatic compaction equipment capable of compacting three specimens at once and other apparatus as specified in ASTM C 127, D 2172, D 2726, and D 2041

o. Oven, thermostatically controlled, inside minimum 1 cubic foot

p. Two volumetric specific gravity flasks, 500 CC

q. Other necessary hand tools required for sampling and testing

r. Library containing contract specifications, latest ASTM volumes 4.01, 4.02,4.03 and 4.09, AASHTO standard specification parts I and II, and Asphalt Institute Publication MS-2

s. Equipment for Theoretical Specific Gravity testing including a 4,000 cc pycnometer, vacuum pump capable of maintaining 30 ml mercury pressure and a balance, 16-20 km with accuracy of 0.5 grams

t. Extraction equipment, centrifuge and reflux types and Rotoflex equipment

u. A masonry saw with diamond blade for trimming pavement cores and samples

v. Telephone

Approval of the plant and testing laboratory by the Engineer requires all facilities and equipment to be in good working order during production, sampling and testing. Failure to provide the specified facilities shall be sufficient cause for disapproving bituminous plant operations.

The Owner shall have access to the lab and at the plant whenever Contractor is producing asphalt for the project.

(3) Inspection of Plant. The Engineer, or Engineer's authorized representative, shall have access, at all times, to all areas of the plant for checking adequacy of equipment; inspecting operation of the plant: verifying weights, proportions, and material properties; and checking the temperatures maintained in the preparation of the mixtures.

(4) Storage Bins and Surge Bins. Use of surge bins or storage bins for temporary storage of hot bituminous mixtures will be permitted as follows:

a. The bituminous mixture may be stored in surge bins for a period of time not to exceed 3 hours.

b. The bituminous mixture may be stored in insulated storage bins for a period of time not to exceed 24 hours.

The bins shall be such that mix drawn from them meets the same requirements as mix loaded directly into trucks.

If the Engineer determines that there is an excessive amount of heat loss, segregation or oxidation of the mixture due to temporary storage, no temporary storage will be allowed.

403-4.3 HAULING EQUIPMENT. Trucks used for hauling bituminous mixtures shall have tight, clean, and smooth metal beds. To prevent the mixture from adhering to them, the truck beds shall be lightly coated with a minimum amount of an approved asphalt release agent. Petroleum products shall not be used for coating truck beds. Each truck shall have a suitable cover to protect the mixture from adverse weather. When necessary, to ensure that the mixture will be delivered to the site at the specified temperature, truck beds shall be insulated or heated and covers shall be securely fastened.

403-4.4 BITUMINOUS PAVERS. Bituminous pavers shall be self-propelled with an activated heated screed, capable of spreading and finishing courses of bituminous plant mix material that will meet the specified thickness, smoothness, and grade. The paver shall have sufficient power to propel itself and the hauling equipment without adversely affecting the finished surface.

The paver shall have a receiving hopper of sufficient capacity to permit a uniform spreading operation. The hopper shall be equipped with a distribution system to place the mixture uniformly in front of the screed without segregation. The screed shall effectively produce a finished surface of the required evenness and texture without tearing, shoving, or gouging the mixture.

The paver shall be equipped with a control system capable of automatically maintaining the specified screed elevation. The control system shall be automatically actuated from either a reference line and/or through a system of mechanical sensors or sensor-directed mechanisms or devices that will maintain the paver screed at a predetermined transverse slope and at the proper elevation to obtain the required surface. The transverse slope controller shall be capable of maintaining the screed at the desired slope within plus or minus 0.1 percent.

The controls shall be capable of working in conjunction with any of the following attachments:

a. Ski-type device of not less than 30 feet (9.14 m) in length

b. Taut stringline (wire) set to grade

c. Short ski or shoe

d. Laser control

If, during construction, it is found that the spreading and finishing equipment in use leaves tracks or indented areas, or produces other blemishes in the pavement and/or base course that are not satisfactorily corrected by the scheduled operations, the use of such equipment shall be discontinued and satisfactory equipment shall be provided by the Contractor.

403-4.5 ROLLERS. Rollers of the vibratory, steel wheel, and pneumatic-tired type shall be used. They shall be in good condition, capable of operating at slow speeds to avoid displacement of the bituminous mixture. The number, type, and weight of rollers shall be sufficient to compact the mixture to the required density while it is still in a workable condition.

All rollers shall be specifically designed and suitable for compacting hot mix bituminous concrete and shall be properly used. Rollers that impair the stability of any layer of a pavement structure or underlying soils shall not be used. Depressions in pavement surfaces caused by rollers shall be repaired by the Contractor at its own expense.

The use of equipment that causes crushing of the aggregate will not be permitted.

a. Nuclear Densometer. The Contractor shall have on site a nuclear densometer during all paving operations in order to assist in the determination of the optimum rolling pattern, type of roller and frequencies, as well as to monitor the effect of the rolling operations during production paving. The Contractor shall also supply a qualified technician during all paving operations to calibrate the nuclear densometer and obtain accurate density readings for all new bituminous concrete. These densities shall be supplied to the Engineer upon request at any time during construction. No separate payment will be made for supplying the density gauge and technician.

403-4.6 PREPARATION OF BITUMINOUS MATERIAL. The bituminous material shall be heated in a manner that will avoid local overheating and provide a continuous supply of the bituminous material to the mixer at a uniform temperature. The temperature of the bituminous material delivered to the mixer shall be sufficient to provide a suitable viscosity for adequate coating of the aggregate particles, but shall not exceed 325 °F (160 °C), unless otherwise required by the manufacturer.

403-4.7 PREPARATION OF MINERAL AGGREGATE. The aggregate for the mixture shall be heated and dried prior to introduction into the mixer. The maximum temperature and rate of heating shall be such that no damage occurs to the aggregates. The temperature of the aggregate and mineral filler shall not exceed 350 °F (175 °C) when the asphalt is added. Particular care shall be taken that aggregates high in calcium or magnesium content are not damaged by overheating. The temperature shall not be lower than is required to obtain complete coating and uniform distribution on the aggregate particles and to provide a mixture of satisfactory workability.

403-4.8 PREPARATION OF BITUMINOUS MIXTURE. The aggregates and the bituminous material shall be weighed or metered and introduced into the mixer in the amount specified by the job mix formula.

The combined materials shall be mixed until the aggregate obtains a uniform coating of bitumen and is thoroughly distributed throughout the mixture. Wet mixing time shall be the shortest time that will produce a satisfactory mixture, but not less than 25 seconds for batch plants. The wet mixing time for all plants shall be established by the Contractor, based on the procedure for determining the percentage of coated particles described in ASTM D 2489, for each individual plant and for each type of aggregate used. The wet mixing time will be set to achieve 95 percent of coated particles. For continuous mix plants, the minimum mixing time shall be determined by dividing the weight of its contents at operating level by the weight of the mixture delivered per second by the mixer. The moisture content of all bituminous mixtures upon discharge shall not exceed 0.5 percent.

403-4.9 PREPARATION OF THE UNDERLYING SURFACE. Immediately before placing the bituminous mixture, the underlying course shall be cleaned of all dust and debris. A prime coat or tack coat shall be applied in accordance with Item P-602 or P-603, if shown on the plans.

403-4.10 LAYDOWN PLAN, TRANSPORTING, PLACING, AND FINISHING. Prior to the placement of the bituminous mixture, the Contractor shall prepare a laydown plan for approval by the Engineer. This is to minimize the number of cold joints in the pavement. The laydown plan shall include the sequence of paving laydown by stations, width of lanes, temporary ramp locations, and laydown temperature. The laydown plan shall also include estimated time of completion for each portion of the work (that is, milling, paving, rolling, cooling, etc.). Modifications to the laydown plan shall be approved by the Engineer.

The bituminous mixture shall be transported from the mixing plant to the site in vehicles conforming to the requirements of paragraph 403-4.3. Deliveries shall be scheduled so that placing and compacting of mixture is uniform with minimum stopping and starting of the paver. Hauling over freshly placed material shall not be permitted until the material has been compacted, as specified, and allowed to cool to atmospheric temperature.

Paving during nighttime construction shall require the following:

a. All paving machines, rollers, distribution trucks and other vehicles required by the Contractor for his operations shall be equipped with artificial illumination sufficient to safely complete the work.

b. Minimum illumination level shall be twenty (20) horizontal foot candles and maintained in the following areas:

(1) An area of 30 feet wide by 30 feet long immediately behind the paving machines during the operations of the machines.

(2) An area 15 feet wide by 30 feet long immediately in front and back of all rolling equipment, during operation of the equipment.

(3) An area 15 feet wide by 15 feet long at any point where an area is being tack coated prior to the placement of pavement.

c. As partial fulfillment of the above requirements, the Contractor shall furnish and use, complete artificial lighting units with a minimum capacity of 3,000 watt electric beam lights, affixed to all equipment in such a way to direct illumination on the area under construction.

d. In addition, the Contractor shall furnish portable floodlights.

The initial placement and compaction of the mixture shall occur at a temperature suitable for obtaining density, surface smoothness, and other specified requirements but not less than 250 °F (121 °C).

Edges of existing bituminous pavement abutting the new work shall be saw cut and carefully removed as shown on the drawings and painted with bituminous tack coat before new material is placed against it.

Upon arrival, the mixture shall be placed to the full width by a bituminous paver. It shall be struck off in a uniform layer of such depth that, when the work is completed, it shall have the required thickness and

conform to the grade and contour indicated. The speed of the paver shall be regulated to eliminate pulling and tearing of the bituminous mat. Unless otherwise permitted, placement of the mixture shall begin along the centerline of a crowned section or on the high side of areas with a one-way slope. The mixture shall be placed in consecutive adjacent strips having a minimum width of fifteen (15) ft. except where edge lanes require less width to complete the area. Additional screed sections shall not be attached to widen paver to meet the minimum lane width requirements specified above unless additional auger sections are added to match. The longitudinal joint in one course shall offset the longitudinal joint in the course immediately below by at least 1 ft (30 cm); however, the joint in the surface top course shall be at the centerline of crowned pavements. Transverse joints in one course shall be offset by at least 10 feet (3 m) from transverse joints in the previous course.

Transverse joints in adjacent lanes shall be offset a minimum of 10 feet (3 m).

On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the mixture may be spread and luted by hand tools. Areas of segregation in the course, as determined by the Engineer, shall be removed and replaced at the Contractor's expense. The area shall be removed by saw cutting and milling a minimum of 2 in deep. The area to be removed and replaced shall be a minimum width of the paver and a minimum of 10 feet long.

403-4.11 COMPACTION OF MIXTURE. After placing, the mixture shall be thoroughly and uniformly compacted by power rollers. The surface shall be compacted as soon as possible when the mixture has attained sufficient stability so that the rolling does not cause undue displacement, cracking or shoving. The sequence of rolling operations and the type of rollers used shall be at the discretion of the Contractor. The speed of the roller shall, at all times, be sufficiently slow to avoid displacement of the hot mixture and be effective in compaction. Any displacement occurring as a result of reversing the direction of the roller, or from any other cause, shall be corrected at once.

Sufficient rollers shall be furnished to handle the output of the plant. Rolling shall continue until the surface is of uniform texture, true to grade and cross section, and the required field density is obtained.

To prevent adhesion of the mixture to the roller, the wheels shall be equipped with a scraper and kept properly moistened using a water soluble asphalt release agent approved by the engineer.

In areas not accessible to the roller, the mixture shall be thoroughly compacted with approved power driven tampers. Tampers shall weigh not less than 275 pounds, have a tamping plate width not less than 15 in, be rated at not less than 4,200 vibrations per minute, and be suitably equipped with a standard tamping plate wetting device.

Any mixture that becomes loose and broken, mixed with dirt, contains check-cracking, or in any way defective shall be removed and replaced with fresh hot mixture and immediately compacted to conform to the surrounding area. This work shall be done at the Contractor's expense. Skin patching shall not be allowed.

403-4.12 JOINTS. The formation of all joints shall be made in such a manner as to ensure a continuous bond between the courses and obtain the required density. All joints shall have the same texture as other sections of the course and meet the requirements for smoothness and grade.

The roller shall not pass over the unprotected end of the freshly laid mixture except when necessary to form a transverse joint. When necessary to form a transverse joint, it shall be made by means of placing a bulkhead or by tapering the course. The tapered edge shall be cut back to its full depth and width on a straight line to expose a vertical face prior to placing the adjacent lane. In both methods, all contact surfaces shall be given a tack coat of bituminous material before placing any fresh mixture against the joint.

Longitudinal joints which are irregular, damaged, uncompacted, or otherwise defective [or which have been left exposed for more than 4 hours, or whose surface temperature has cooled to less than 160^0 F]

shall be cut back [specify cutback] to expose a clean, sound surface for the full depth of the course. All contact surfaces shall be cleaned and dry and given a tack coat of bituminous material prior to placing any fresh mixture against the joint. The cost of this work and tack coat shall be considered incidental to the cost of the bituminous course.

MATERIAL ACCEPTANCE

403-5.1 ACCEPTANCE SAMPLING AND TESTING. Unless otherwise specified, all acceptance sampling and testing necessary to determine conformance with the requirements specified in this section will be performed by the Engineer at no cost to the Contractor. Testing organizations performing these tests shall meet the requirements of ASTM D 3666. The laboratory accreditation must be current and listed on the accrediting authority's website. All test methods required for acceptance sampling and testing must be listed on the lab accreditation. A copy of the laboratory's current accreditation and accredited test methods shall be submitted to the Engineer prior to start of construction. All equipment in Contractor furnished laboratories shall be calibrated by an independent testing organization prior to the start of operations.

a. Field Placed Material. Material placed in the field shall be tested for mat and joint density on a lot basis. A lot will consist of:

- One day or shift's production not to exceed 2,000 tons (1,814 t), or
- A half day or shift's production where a day's production is expected to consist of between 2,000 and 4,000 tons (1,814 and 3,628 t), or similar subdivisions for tonnages over 4,000 tons (3,628 t).

Where more than one plant is simultaneously producing material for the job, the lot sizes shall apply separately for each plant.

(1) Mat Density. The lot shall be divided into four equal sublots. One core of finished, compacted materials shall be taken by the Contractor from each sublot. Core locations will be determined by the Engineer on a random basis in accordance with procedures contained in ASTM D 3665. Cores shall not be taken closer than 1 ft from a transverse or longitudinal joint.

(2) Joint Density. The lot shall be divided into four equal sublots. One core of finished, compacted materials shall be taken by the Contractor from each sublot. Core locations will be determined by the Engineer on a random basis in accordance with procedures contained in ASTM D 3665. Edge of cores will be taken within 6 in of the joint of the same lot material but not directly on the joint.

(3) Sampling. Samples shall be neatly cut with a core drill. The cutting edge of the core drill bit shall be of hardened steel or other suitable material with diamond chips embedded in the metal cutting edge. The minimum diameter of the sample shall be 5 in. Samples that are clearly defective, as a result of sampling, shall be discarded and another sample taken. The Contractor shall furnish all tools, labor, and materials for cutting samples, cleaning, and filling the cored pavement. Cored pavement shall be cleaned and core holes shall be filled in a manner acceptable to the Engineer and within one day after sampling.

(4) Testing. The bulk specific gravity of each cored sample will be measured by the Engineer in accordance with ASTM D 2726 or ASTM D 1188, whichever is applicable. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each sublot sample by the average bulk specific gravity of all laboratory prepared specimens for the lot, as determined as follows:

(a) Sufficient material for preparation of test specimens for all testing will be sampled by the Engineer on a random basis, in accordance with the procedures contained in ASTM D 3665. One set of

laboratory compacted specimens will be prepared for each sublot in accordance with ASTM D 6926, at the number of blows required by paragraph 403-3.2, Table 1. Each set of laboratory compacted specimens will consist of three test portions prepared from the same sample increment. The sample of bituminous mixture may be put in a covered metal tin and placed in an oven for not less than 30 minutes or more than 60 minutes to stabilize to compaction temperature. The compaction temperature of the specimens shall be as specified in the job mix formula.

(b) The bulk specific gravity of each test specimen shall be measured by the Engineer in accordance with ASTM D 2726 using the procedure for laboratory-prepared thoroughly dry specimens, or ASTM D 1188, whichever is applicable, for use in computing pavement density.

(c) The bulk specific gravity used to determine the joint density at joints formed between different lots shall be the lowest of the bulk specific gravity values from the two different lots.

(5) Acceptance. Acceptance of field placed material for mat and joint density will be determined by the Engineer in accordance with the requirements of paragraph 403-5.2b.

d. Partial Lots - Field Placed Material. When operational conditions cause a lot to be terminated before the specified number of tests have been made for the lot, or when the Contractor and Engineer agree in writing to allow overages or other minor tonnage placements to be considered as partial lots, the following procedure will be used to adjust the lot size and the number of tests for the lot.

The last batch produced where production is halted will be sampled, and its properties shall be considered as representative of the particular sublot from which it was taken. In addition, an agreed to minor placement will be sampled, and its properties shall be considered as representative of the particular sublot from which it was taken. Where three sublots are produced, they shall constitute a lot. Where one or two sublots are produced, they shall be incorporated into the next lot, and the total number of sublots shall be used in the acceptance plan calculation, that is, $n = 5$ or $n = 6$, for example. Partial lots at the end of asphalt production on the project shall be included with the previous lot.

403-5.2 ACCEPTANCE CRITERIA.

a. General. Acceptance will be based on the following characteristics of the bituminous mixture and completed pavement and test results:

(1) Mat density

(2) Joint density

(3) Thickness

(4) Smoothness

(5) Grade

Mat density will be evaluated for acceptance in accordance with paragraph 403-5.2b(1). Joint density will be evaluated for acceptance in accordance with paragraph 403-5.2b(2).

Thickness will be evaluated by the Engineer for compliance in accordance with paragraph 403-5.2b(3). Acceptance for smoothness will be based on the criteria contained in paragraph 403-5.2b(4). Acceptance for grade will be based on the criteria contained in paragraph 403-5.2b(5).

The Engineer may at any time, notwithstanding previous plant acceptance, reject and require the Contractor to dispose of any batch of bituminous mixture which is rendered unfit for use due to contamination, segregation, incomplete coating of aggregate, or improper mix temperature. Such rejection may be based on only visual inspection or temperature measurements. In the event of such rejection, the Contractor may take a representative sample of the rejected material in the presence of the Engineer, and if it can be demonstrated in the laboratory, in the presence of the Engineer, that such material was erroneously rejected, payment will be made for the material at the contract unit price.

b. Acceptance Criteria.

(1) Mat Density. Acceptance of each lot of plant produced material for mat density shall be based on the average of all of the densities taken from the sublots. If the average mat density of the lot so established equals or exceeds 96 percent, the lot shall be acceptable. If the average mat density of the lot is below 96 percent, the lot shall be removed and replaced at the Contractor's expense.

(2) Joint Density. Acceptance of each lot of plant produced material for joint density shall be based on the average of all of the joint densities taken from the sublots. If the average joint density of the lot so established equals or exceeds 94 percent, the lot shall be acceptable. If the average joint density of the lot is less than 94 percent, the Contractor shall stop production and evaluate the method of compacting joints. Production may resume once the reason for poor compaction has been determined and appropriate measures have been taken to ensure proper compaction.

(3) Thickness. Thickness of each course shall be evaluated by the Engineer for compliance to the requirements shown on the plans. Measurements of thickness shall be made by the Engineer using the cores extracted for each sublot for density measurement. The maximum allowable deficiency at any point shall not be more than ¼ in less than the thickness indicated for the lift. Average thickness of lift, or combined lifts, shall not be less than the indicated thickness. Where thickness deficiency exceeds the specified tolerances, the lot or sublot shall be corrected by the Contractor at his expense by removing the deficient area and replacing with new pavement. The Contractor, at his expense, may take additional cores as approved by the Engineer to circumscribe the deficient area.

(4) Smoothness. The final surface shall be free from roller marks. The finished surfaces of each course of the pavement, except the finished surface of the final surface course, shall not vary more than ⅜ in when evaluated with a 16 ft straightedge. The finished surface of the final surface course shall not vary more than ¼ in when evaluated with a 16 ft straightedge. The lot size shall be [ ] square yards (sq m). Smoothness measurements shall be made at 50 ft intervals and as determined by the Engineer. In the longitudinal direction, a smoothness reading shall be made at the center of each paving lane. In the transverse direction, smoothness readings shall be made continuously across the full width of the pavement. However, transverse smoothness readings shall not be made across designed grade changes. At warped transition areas, straightedge position shall be adjusted to measure surface smoothness and not design grade transitions. When more than 15 percent of all measurements within a lot exceed the specified tolerance, the Contractor shall remove the deficient area to the depth of the course of pavement and replace with new material. Skin patching shall not be permitted. Isolated high points may be ground off providing the course thickness complies with the thickness specified on the plans. High point grinding will be limited to 15 sq yd. Areas in excess of 15 sq yd will require removal and replacement of the course in accordance with the limitations noted above.

(5) Grade. The finished surface of the pavement shall not vary from the gradeline elevations and cross sections shown on the plans by more than ½ in (12.70 mm). The finished grade of each lot will be determined by running levels at intervals of 50 feet (15.2 m) or less longitudinally and all breaks in grade transversely (not to exceed 50 feet) to determine the elevation of the completed pavement. The Contractor shall pay the cost of surveying of the level runs that shall be performed by a licensed surveyor. The documentation, stamped and signed by a licensed surveyor, shall be provided by the Contractor to the Engineer. The lot size shall be [ ] square yards (square meters). When more than 15 percent of all the measurements within a lot are outside the specified tolerance, or if any one shot within the lot deviates ¾ in or more from planned grade, the Contractor shall remove the deficient area to the depth of the final course of pavement and replace with new material. Skin patching shall not be permitted. Isolated high points may be ground off providing the course thickness complies with the thickness specified on the plans. High point grinding will be limited to 15 sq yd. The surface of the ground pavement shall have a texture consisting of grooves between 0.090 and 0.130 in wide. The peaks and ridges shall be approximately 1/32 in higher than the bottom of the grooves. The pavement shall be left in a clean

condition. The removal of all of the slurry resulting from the grinding operation shall be continuous. The grinding operation should be controlled so the residue from the operation does not flow across other lanes of pavement. Areas in excess of 15 sq yd will require removal and replacement of the pavement in accordance with the limitations noted above.

c. Density Outliers. If the tests within a lot include a very large or a very small value that appears to be outside the normal limits of variation, check for an outlier in accordance with ASTM E 178, at a significance level of 5 percent, to determine if this value should be discarded.

403-5.3 RESAMPLING PAVEMENT FOR MAT DENSITY.

a. General. Resampling of a lot of pavement will only be allowed for mat density and then, only if the Contractor requests same in writing, within 48 hours after receiving the written test results from the Engineer. A retest will consist of all the sampling and testing procedures contained in paragraphs 403-5.1b(1). Only one resampling per lot will be permitted.

(1) A redefined mat density shall be calculated for the resampled lot. The number of tests used to calculate the redefined mat density shall include the initial tests made for that lot plus the retests.

(2) The cost for resampling and retesting shall be borne by the Contractor.

b. Payment for Resampled Lots. The redefined mat density for a resampled lot shall be used to evaluate the acceptance of that lot in accordance with Paragraph 403-5.2.

403-5.4 LEVELING COURSE. Any course used for truing and leveling shall meet the requirements of paragraph 403-3.2, but shall not be subject to the density requirements of paragraph 403-5.1. The leveling course shall be compacted with the same effort used to achieve density of the test section. The truing and leveling course shall not exceed a nominal thickness of 1-½ in (37.5 mm). The leveling course is the first variable thickness lift of an overlay placed prior to subsequent courses.]

CONTRACTOR QUALITY CONTROL

403-6.1 GENERAL. The Contractor shall perform quality control sampling, testing, and inspection during all phases of the work and shall perform them at a rate sufficient to ensure that the work conforms to the contract requirements, and at minimum test frequencies required by paragraph 403-6.3, including but not limited to:

a. Mix Design

b. Aggregate Grading

c. Quality of Materials

d. Stockpile Management

e. Proportioning

f. Mixing and Transportation

g. Placing and Finishing

h. Joints

i. Compaction

j. Surface smoothness

403-6.2 TESTING LABORATORY. The Contractor shall provide a fully equipped asphalt laboratory meeting the requirements of paragraph 403-3.5 and 403-4.2a(2) located at the plant or job site. The

Contractor shall provide the Engineer with certification stating that all of the testing equipment to be used is properly calibrated and will meet the specifications applicable for the specified test procedures.

403-6.3 QUALITY CONTROL TESTING. The Contractor shall perform all quality control tests necessary to control the production and construction processes applicable to these specifications and as set forth in the approved Quality Control Program. The testing program shall include, but not necessarily be limited to, tests for the control of asphalt content, aggregate gradation, temperatures, aggregate moisture, field compaction, and surface smoothness.

a. Asphalt Content. A minimum of two tests shall be performed per lot in accordance with ASTM D 2172 for determination of asphalt content. The weight of ash portion of the test, as described in ASTM D 2172, shall be determined as part of the first test performed at the beginning of plant production; and as part of every tenth test performed thereafter, for the duration of plant production. The last weight of ash value obtained shall be used in the calculation of the asphalt content for the mixture. The asphalt content for the lot will be determined by averaging the test results.

The use of the nuclear method for determining asphalt content in accordance with ASTM D 4125 is permitted, provided that it is calibrated for the specific mix being used.

b. Gradation. Aggregate gradations shall be determined a minimum of twice per lot from mechanical analysis of extracted aggregate in accordance with ASTM D 5444 and ASTM C 136 (dry sieve). When asphalt content is determined by the nuclear method, aggregate gradation shall be determined from hot bin samples on batch plants, or from the cold feed on drum mix or continuous mix plants, and tested in accordance with ASTM C 136 (dry sieve) using actual batch weights to determine the combined aggregate gradation of the mixture.

c. Moisture Content of Aggregate. The moisture content of aggregate used for production shall be determined a minimum of once per lot in accordance with ASTM C 566.

d. Moisture Content of Mixture. The moisture content of the mixture shall be determined once per lot in accordance with ASTM D 1461 [or AASHTO T 110].

e. Temperatures. Temperatures shall be checked, at least four times per lot, at necessary locations to determine the temperatures of the dryer, the bitumen in the storage tank, the mixture at the plant, and the mixture at the job site.

f. In-Place Density Monitoring. The Contractor shall conduct any necessary testing to ensure that the specified density is being achieved. A nuclear gauge may be used to monitor the pavement density in accordance with ASTM D 2950.

g. Additional Testing. Any additional testing that the Contractor deems necessary to control the process may be performed at the Contractor's option.

h. Monitoring. The Engineer reserves the right to monitor any or all of the above testing.

403-6.4 SAMPLING. When directed by the Engineer, the Contractor shall sample and test any material that appears inconsistent with similar material being sampled, unless such material is voluntarily removed and replaced or deficiencies corrected by the Contractor. All sampling shall be in accordance with standard procedures specified.

403-6.5 CONTROL CHARTS. The Contractor shall maintain linear control charts both for individual measurements and range (that is, difference between highest and lowest measurements) for aggregate gradation and asphalt content.

Control charts shall be posted in a location satisfactory to the Engineer and shall be kept current. As a minimum, the control charts shall identify the project number, the contract item number, the test number, each test parameter, the Action and Suspension Limits applicable to each test parameter, and the Contractor's test results. The Contractor shall use the control charts as part of a process control system for identifying potential problems and assignable causes before they occur. If the Contractor's projected data during production indicates a problem and the Contractor is not taking satisfactory corrective action, the Engineer may suspend production or acceptance of the material.

a. Individual Measurements. Control charts for individual measurements shall be established to maintain process control within tolerance for aggregate gradation and asphalt content. The control charts shall use the job mix formula target values as indicators of central tendency for the following test parameters with associated Action and Suspension Limits:

Control Chart Limits For Individual Measurements		
Sieve	**Action Limit**	**Suspension Limit**
¾ in (19.0 mm)	0%	0%
½ in (12.5 mm)	+/-6%	+/-9%
⅜ in (9.5 mm)	+/-6%	+/-9%
No. 4 (4.75 mm)	+/-6%	+/-9%
No. 16 (1.18 mm)	+/-5%	+/-7.5%
No. 50 (0.30 mm)	+/-3%	+/-4.5%
No. 200 (0.075 mm)	+/-2%	+/-3%
Asphalt Content	+/-0.45%	+/-0.70%

b. Range. Control charts for range shall be established to control process variability for the test parameters and Suspension Limits listed below. The range shall be computed for each lot as the difference between the two test results for each control parameter. The Suspension Limits specified below are based on a sample size of n = 2. Should the Contractor elect to perform more than two tests per lot, the Suspension Limits shall be adjusted by multiplying the Suspension Limit by 1.18 for n = 3 and by 1.27 for n = 4.

Control Chart Limits Based On Range (Based On n = 2)	
Sieve	**Suspension Limit**
½ in (12.5 mm)	11 percent
⅜ in (9.5 mm)	11 percent
No. 4 (4.75 mm)	11 percent
No. 16 (1.18 mm)	9 percent
No. 50 (0.30 mm)	6 percent
No. 200 (0.075 mm)	3.5 percent
Asphalt Content	0.8 percent

c. Corrective Action. The Contractor Quality Control Program shall indicate that appropriate action shall be taken when the process is believed to be out of tolerance. The Plan shall contain sets of rules to gauge when a process is out of control and detail what action will be taken to bring the process into control. As a minimum, a process shall be deemed out of control and production stopped and corrective action taken, if:

(1) One point falls outside the Suspension Limit line for individual measurements or range; or

(2) Two points in a row fall outside the Action Limit line for individual measurements.

403-6.6 QUALITY CONTROL REPORTS. The Contractor shall maintain records and shall submit reports of quality control activities daily.

METHOD OF MEASUREMENT

403-7.1 MEASUREMENT. Plant mix bituminous concrete pavement shall be measured by the number of tons of bituminous mixture used in the accepted work. Recorded batch weights or truck scale weights will be used to determine the basis for the tonnage.

BASIS OF PAYMENT

403-8.1 PAYMENT. Payment for a lot of bituminous concrete pavement meeting all acceptance criteria as specified in paragraph 403-5.2 shall be made at the contract unit price per ton (kg) for bituminous mixture. The price shall be compensation for furnishing all materials, for all preparation, mixing, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-403-8.1a Bituminous Leveling Course - per ton

TESTING REQUIREMENTS

ASTM C 29	Bulk Density ("Unit Weight") and Voids in Aggregate
ASTM C 88	Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C 117	Materials Finer than 75 μm (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C 127	Specific Gravity and Absorption of Coarse Aggregate
ASTM C 131	Resistance to Degradation of Small Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C 136	Sieve Analysis of Fine and Coarse Aggregates
ASTM C 183	Sampling and the Amount of Testing of Hydraulic Cement
ASTM C 566	Total Evaporable Moisture Content of Aggregate by Drying
ASTM D 75	Sampling Aggregates

ASTM D 979	Sampling Bituminous Paving Mixtures
ASTM D 995	Mixing Plants for Hot-Mixed Hot-Laid Bituminous Paving Mixtures
ASTM D 1073	Fine Aggregate for Bituminous Paving Mixtures
ASTM D 1074	Compressive Strength of Bituminous Mixtures
ASTM D 1188	Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Paraffin-Coated Specimens
ASTM D 1461	Moisture or Volatile Distillates in Bituminous Paving Mixtures
ASTM D 2041	Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
ASTM D 2172	Quantitative Extraction of Bitumen from Bituminous Paving Mixtures
ASTM D 2419	Sand Equivalent Value of Soils and Fine Aggregate
ASTM D 2489	Estimating Degree of Particle Coating of Bituminous-Aggregate Mixtures
ASTM D 2726	Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures
ASTM D 2950	Density of Bituminous Concrete in Place by Nuclear Methods
ASTM D 3203	Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures
ASTM D 3665	Random Sampling of Construction Materials
ASTM D 3666	Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials
ASTM D 4125	Asphalt Content of Bituminous Mixtures by the Nuclear Method
ASTM D 4318	Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D 4791	Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
ASTM D 4867	Effect of Moisture on Asphalt Concrete Paving Mixtures
ASTM D 5444	Mechanical Size Analysis of Extracted Aggregate
ASTM D 5581	Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus (6" Diameter Specimen)
ASTM D 6926	Preparation of Bituminous Specimens Using MARSHALL Apparatus
ASTM D 6927	MARSHALL Stability and Flow of Bituminous Mixtures

ASTM E 11	Wire-Cloth Sieves for Testing Purposes
ASTM E 178	Dealing with Outlying Observations
AASHTO T 30	Mechanical Analysis of Extracted Aggregate
[AASHTO T 110	Moisture or Volatile Distillates in Bituminous Paving Mixtures]
The Asphalt Institute's Manual No. 2 (MS-2)	Mix Design Methods for Asphalt Concrete

MATERIAL REQUIREMENTS

ASTM D 242	Mineral Filler for Bituminous Paving Mixtures
ASTM D 946	Penetration Graded Asphalt Cement for Use in Pavement Construction
ASTM D 3381	Viscosity-Graded Asphalt Cement for Use in Pavement Construction
ASTM D 4552	Classifying Hot-Mix Recycling Agents
AASHTO MP1	Performance Graded Binder Designation

END OF ITEM P-403

MODIFICATIONS TO SPECIFICATIONS ITEM EB-44B

Special Provisions modifying this FAA Brief are as follows:

3.8: Verification tests must be performed on samples taken during full application for each 40,000 Square Yards of treated pavement.

4.1: Method of Measurement shall be by the square yard.

361-5.1: Method of Payment shall be at the contract unit price per square yard.

ITEM EB-44B COAL-TAR SEALER/REJUVENATOR

DESCRIPTION

1.1 General. This item consists of a coal-tar sealer/rejuvenator applied on a previously prepared bituminous surface, in accordance with these specifications, for the areas shown on the plans or as designated by the Engineer. The purpose of this sealer is to provide a fuel resistant surface and to rejuvenate the asphalt binder.

MATERIALS

2.1 Bituminous Materials. The bituminous material must be composed of coal-tar oil(s) and coal-tar prepared from a high temperature coal-tar pitch conforming to the requirements of ASTM D 490, Grade RT-12. The material must meet the requirements of Table 1.

Table 1. Property Requirements

Test Property	Test Method	Requirements
Specific Gravity @ 25/25 °C	ASTM 0 70	1.04 min.
Viscosity Engler 50 cc@ 50° C	ASTM D 1665	8.0 max.
Water,% by volume	ASTM 0 95	2.0 max
Distillation % by weight to 170°C % by weight to 270°C % by weight to 300°C	ASTM 0 20	 20max 20-50 60max
(Softening Point of Residue) Residue above 300 °C, °C	ASTM 0 36	65max

The material must not exceed the Volatile Organic Compound (VOC) Content limit established for the airport location.

The manufacturer must certify the material does not contain, mercury, lead, halogenated solvents, creosote, or crude tar. The manufacturer must identify the inclusion of any recovered and or post-consumer use materials in the mixture

The manufacturer must certify the application will not release reportable quantities of hazardous

substances identified under the Comprehensive Environmental Response, Compensation, and Liability Act and the Clean Water Act.

CONSTRUCTION METHODS

3.1 Weather Limitations. The coal-tar sealer must be applied only when the existing surface is dry and the pavement surface temperature is above 50 degrees F.

3.2 Equipment. The Contractor must furnish all equipment necessary for the performance of the work.

a. Pressure Distributor. The distributor must be designed, equipped, maintained, and operated so that coal-tar sealer at even heat may be applied uniformly on variable widths of pavement at the specified rate.

b. Power Broom. The Contractor must provide a power broom and/or blower for removing loose material from the pavement surface.

3.3 Cleaning Existing Surface. Prior to application of the sealer, the surface of the pavement must be clean and free from dust, dirt, and other foreign matter. When directed by the Engineer, the Contractor must clean the surface with a power broom and/or blower.

3.4 Application Rate Test Sections. Prior to full application, the Contractor must apply the material to a series of one-square yard test sections at the rate of 0.05, 0.06, and 0.075 gallons per square yard. The area to be tested will be designated by the Engineer and will be located on the existing pavement. The Engineer will examine the test sections 24 hours after application and advise the Contractor of the application rate for the remainder of the project and/or for additional friction survey testing, as appropriate. A test section is required for each different type of pavement surface.

3.5 Test Section for Friction Surveys. Prior to full application on any runway or high speed taxiway exit, the Contractor must apply the material to a test section for friction survey testing at the application rate approved by the Engineer in paragraph 3.4. The area to be tested will be designated and tested by the Engineer and located on the existing runway or high speed taxiway exit pavement. Application rates that result in an average Mu value on the wet runway pavement surface less than the Maintenance Planning Friction Level contained in Federal Aviation Advisory Circular 150/5320-12, "Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces," must not be approved for full application.

3.6 Application of Sealer/Rejuvenator. The sealer/rejuvenator must be uniformly applied with a bituminous distributor at the rate determined in paragraph 3.4. The application rate must not be varied without the approval of the Engineer. The application temperature must be between 60 and 120 degrees F.

Following the application, the surface must be allowed to cure without being disturbed until the

sealer has dried. This period will be determined by the Engineer. Surface protection precautions must be taken by the Contractor during this period, including the application of any sand necessary to blot up excess material.

3.7 Bituminous Material Contractor's Responsibility. The Contractor must submit, in writing to the Engineer, manufacturer's certifications, including the certifications contained in paragraph 2.1, that each consignment of bituminous materials shipped to the project meets the requirements of the specification, together with a statement as to their sources. The manufacturer's certifications will not be interpreted as a basis for final acceptance.

3.8 Bituminous Material Engineer's Responsibility. The Engineer will take samples of bituminous materials proposed for use on delivery in accordance with ASTM D 140 and conduct verification testing. Testing results from all test methods contained in paragraph 2.1 must be approved by the Engineer before using the material. Verification testing for Table 1 properties must be performed on samples taken during full application for each [___] square yards of treated pavement.

3.9 Freight and Weigh Bills. The Contractor must furnish the Engineer receipted bills when railroad shipments are made, and certified weigh bills when materials are received in any other manner, of the coal-tar sealer used in the construction covered by the contract. The Contractor must not remove material from the tank car or storage tank until the initial outage and temperature measurements have been taken by the Engineer, nor shall the car or tank be released until the final outage has been taken by the Engineer.

METHOD OF MEASUREMENT

4.1 The coal-tar sealer will be measured by the square yard.

BASIS OF PAYMENT

5.1 Payment will be made at the contract unit price per square yard for the coal-tar sealer.

Payment will be made under:
Item EB-44B Coal-Tar Sealer—per square yard

TESTING REQUIREMENTS

ASTM D20	Distillation of Road Tars
ASTM D36	Softening Point of Bitumen
ASTM D 70	Specific Gravity of Semi-Solid Bituminous Materials
ASTM D95	Water in Petroleum Products and Bituminous Materials by Distillation
ASTM D 140	Sampling Bituminous Materials
ASTM D 1665	Engler Specific Viscosity of Tar Products

MATERIAL REQUIREMENTS

ASTM D 490	Road Tar

END ITEM EB44B

PART VII – MISCELLANEOUS

ITEM P-602 BITUMINOUS PRIME COAT

DESCRIPTION

602-1.1 This item shall consist of an application of bituminous material on the prepared base course in accordance with these specifications and in reasonably close conformity to the lines shown on the plans.

MATERIALS

602-2.1 BITUMINOUS MATERIAL. The types, grades, controlling specifications, and application temperatures for the bituminous materials are given in Table 1. The Engineer shall designate the specific material to be used.

TABLE 1. BITUMINOUS MATERIAL

		Application Temperatures \1\	
Type and Grade	Specification	Deg. F	Deg. C
Emulsified Asphalt			
SS-1, SS-1h	ASTM D 977	70-160	20-70
MS-2, HFMS-1	ASTM D 977	70-160	20-70
CSS-1, CSS-1h	ASTM D 2397	70-160	20-70
CMS-2	ASTM D 2397	70-160	20-70
Cutback Asphalt			
RC-30	ASTM D 2028	80+	30+
RC-70	ASTM D 2028	120+	50+
RC-250	ASTM D 2028	165+	75+

\1\ The maximum temperature for cutback asphalt shall be that at which fogging occurs.

CONSTRUCTION METHODS

602-3.1 WEATHER LIMITATIONS. The prime coat shall be applied only when the existing surface is dry or contains sufficient moisture to get uniform distribution of the bituminous material, when the atmospheric temperature is above 60°F (15°C), and when the weather is not foggy or rainy. The temperature requirements may be waived, but only when so directed by the Engineer.

602-3.2 EQUIPMENT. The equipment used by the Contractor shall include a self-powered pressure bituminous material distributor and equipment for heating bituminous material.

The distributor shall be designed, equipped, maintained, and operated so that bituminous material at even heat may be applied uniformly on variable widths of surface at the specified rate. The allowable variation from the specified rate shall not exceed 10 percent. Distributor equipment shall include a tachometer, pressure gages, volume-measuring devices or a calibrated tank, and a thermometer for measuring temperatures of tank contents. The distributor shall be self-powered and shall be equipped with a power unit for the pump and full circulation spray bars adjustable laterally and vertically.

If the distributor is not equipped with an operable quick shut off valve, the prime operations shall be started and stopped on building power. The Contractor shall remove blotting sand prior to asphalt concrete lay down operations at no additional expense to the owner.

A power broom and/or blower shall be provided for any required cleaning of the surface to be treated.

602-3.3 APPLICATION OF BITUMINOUS MATERIAL. Immediately before applying the prime coat, the full width of the surface to be primed shall be swept with a power broom to remove all loose dirt and other objectionable material.

The bituminous material including solvent shall be uniformly applied with a bituminous distributor at the rate of 0.25 to 0.50 gallons per square yard (1.20 to 2.40 liters per square meter) depending on the base course surface texture. The type of bituminous material and application rate shall be approved by the Engineer prior to application.

Following the application, the primed surface shall be allowed to dry not less than 48 hours without being disturbed or for such additional time as may be necessary to permit the drying out of the prime coat until it will not be picked up by traffic or equipment. This period shall be determined by the Engineer. The surface shall then be maintained by the Contractor until the surfacing has been placed. Suitable precautions shall be taken by the Contractor to protect the primed surface against damage during this interval, including supplying and spreading any sand necessary to blot up excess bituminous material.

602-3.4 BITUMINOUS MATERIAL CONTRACTOR'S RESPONSIBILITY. Samples of the bituminous materials that the Contractor proposes to use, together with a statement as to their source and character, must be submitted and approved before use of such material begins. The Contractor shall require the manufacturer or producer of the bituminous materials to furnish material subject to this and all other pertinent requirements of the contract. Only satisfactory materials, so demonstrated by service tests, shall be acceptable.

The Contractor shall furnish vendor's certified test reports for each carload, or equivalent, of bituminous material shipped to the project. The test reports shall contain all the data required by the applicable specification. If the Contractor applies the prime material prior to receipt of the tests reports, payment for the material shall be withheld until they are received. If the material does not pass the specifications it shall be replaced at the contractor's expense. The report shall be delivered to the Engineer before permission is granted for use of the material. The furnishing of the vendor's certified test report for the bituminous material shall not be interpreted as basis

for final acceptance. All such test reports shall be subject to verification by testing samples of materials received for use on the project.

602-3.5 FREIGHT AND WEIGH BILLS. Before the final estimate is allowed, the Contractor shall file with the Engineer receipted bills when railroad shipments are made, and certified weigh bills when materials are received in any other manner, of the bituminous materials actually used in the construction covered by the contract. The Contractor shall not remove bituminous material from the tank car or storage tank until the initial outage and temperature measurements have been taken by the Engineer, nor shall the car or tank be released until the final outage has been taken by the Engineer.

Copies of freight bills and weigh bills shall be furnished to the Engineer during the progress of the work.

METHOD OF MEASUREMENT

602-4.1. The bituminous material for prime coat shall be measured by the gallon. Volume shall be corrected to the volume at 60°F (15°C) in accordance with ASTM D 1250 for cutback asphalt, and Table IV 3 of The Asphalt Institute's Manual MS 6 for emulsified asphalt.

BASIS OF PAYMENT

602-5.1 Payment shall be made at the contract unit price per gallon for bituminous prime coat. This price shall be full compensation for furnishing all materials and for all preparation, delivering, and applying the materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

Item P-602	Bituminous Prime Coat—per gallon

MATERIAL REQUIREMENTS

ASTM D 977	Emulsified Asphalt
ASTM D 2028	Cutback Asphalt (Rapid Curing Type)
ASTM D 2397	Cationic Emulsified Asphalt

TESTING REQUIREMENTS

ASTM D 1250	Petroleum Measurement Tables
Asphalt Institute Manual MS-6 Table IV-3	Asphalt Pocketbook of Useful Information (Temperature-Volume Corrections for Emulsified Asphalts)

END ITEM P-602

ITEM P-603: BITUMINOUS TACK COAT

DESCRIPTION

603-101 This item shall consist of preparing and treating a bituminous or concrete surface with bituminous material in accordance with these specifications and in reasonably close conformity to the lines show on the plans.

MATERIALS

603-2.1 BITUMINOUS MATERIALS. The bituminous material shall be either cutback asphalt, emulsified asphalt, or tar and shall conform to the requirements of Table 1. The type, grade, controlling specification, and application temperature of bituminous material to be used shall be specified by the Engineer.

TABLE 1. BITUMINOUS MATERIAL

		Application Temperature	
Type and Grade	Specification	Deg. F	Deg. C
Emulsified Asphalt			
SS-1, SS-1h	ASTM D 977	75-130	25-55
CSS-1, CSS-1h	ASTM D 2397	75-130	25-55
Cutback Asphalt			
RC-70	ASTM D 2028	120-160	50-70
Tar			
RTCB 5, RTCB 6	AASHTO M 52	60-120	15-50

CONSTRUCTION METHODS

603-3.1 WEATHER LIMITATIONS. The tack coat shall be applied only when the existing surface is dry and the atmospheric temperature is above 60 F (15 C). The temperature requirements may be waived, but only when so directed by the Engineer.

603-3.2 EQUIPMENT. The Contractor shall provide equipment for heating and applying the bituminous material.

The distributor shall be designed, equipped, maintained, and operated so that bituminous material at even heat may be applied uniformly on variable widths of surface at the specified

rate. The allowable variation from the specified rate shall not exceed 10 percent. Distributor equipment shall include a tachometer, pressure gages, volume-measuring devices or a calibrated tank, and a thermometer for measuring temperatures of tank contents. The distributor shall be self-powered and shall be equipped with a power unit for the pump and full circulation spray bars adjustable laterally and vertically.

A power broom and/or blower shall be provided for any required cleaning of the surface to be treated.

603-3.3 APPLICATION OF BITUMINOUS MATERIAL. Immediately before applying the tack coat, the full width of surface to be treated shall be swept with a power broom and/or airblast to remove all loose dirt and other objectionable material.

Emulsified asphalt shall be diluted by the addition of water when directed by the Engineer and shall be applied a sufficient time in advance of the paver to ensure that all water has evaporated before any of the overlying mixture is placed on the tacked surface.

The bituminous material including vehicle or solvent shall be uniformly applied with a bituminous distributor at the rate of 0.05 to 0.15 gallons per square yard (0.24 to 0.72 liters per square meter) depending on the condition of the existing surface. The type of bituminous material and application rate shall be approved by the Engineer prior to application.

Following the application, the surface shall be allowed to cure without being disturbed for such period of time as may be necessary to permit drying out and setting of the tack coat. This period shall be determined by the Engineer. The surface shall then be maintained by the Contractor until the next course has been placed. Suitable precautions shall be taken by the Contractor to protect the surface against damage during this interval.

603-3.4 BITUMINOUS MATERIAL-CONTRACTOR'S RESPONSIBILITY. Samples of the bituminous material that the Contractor proposes to use, together with a statement as to its source and character, must be submitted and approved before use of such material begins. The Contractor shall require the manufacturer or producer of the bituminous material to furnish material subject to this and all other pertinent requirements of the contract. Only satisfactory materials so demonstrated by service tests, shall be acceptable.

The Contractor shall furnish the vendor's certified test reports for each carload, or equivalent, of bituminous material shipped to the project. The report shall be delivered to the Engineer before permission is granted for use of the material. The furnishing of the vendor's certified test report for the bituminous material shall not be interpreted as a basis for final acceptance. All such test reports shall be subject to verification by testing samples of material received for use on the project.

603-3.5 FREIGHT AND WEIGH BILLS. Before the final estimate is allowed, the Contractor shall file with the Engineer receipted bills when railroad shipments are made, and certified weight bills when materials are received in any other manner, of the bituminous materials actually used in the construction covered by the contract. The Contractor shall not remove

bituminous material from the tank car or storage tank until the initial outage and temperature measurements have been taken by the Engineer, nor shall the car or tank be released until the final outage has been taken by the Engineer. Copies of freight bills and weigh bills shall be furnished to the Engineer during the progress of the work.

METHOD OF MEASUREMENT

603-4.1 The bituminous material for tack coat shall be measured by the gallon. Volume shall be corrected to the volume at 60°F (15°C) in accordance with ASTM D 1250 for cutback asphalt, ASTM D 633 for tar, and Table

603-4.2 IV-3 of The Asphalt Institute's Manual MS-6 for emulsified asphalt. Water added to emulsified asphalt will not be measured for payment.

BASIS OF PAYMENT

603.5-1 Payment shall be made at the contract unit price per gallon of bituminous material. This price shall be full compensation for furnishing all materials, for all preparation, delivery, and application of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-603	Bituminous Tack Coat—per gallon

MATERIAL REQUIREMENTS

ASTM D 633	Volume Correction Table for Road Tar
ASTM D 977	Emulsified Asphalt
ASTM D 1250	Petroleum Measurement Tables
ASTM D 2028	Liquid Asphalt (Rapid-Curing Type)
ASTM D 2397	Cationic Emulsified Asphalt
AASHTO M 52	Tar for Use in Road Construction
Asphalt Institute	Temperature-Volume Corrections for Emulsified Asphalts Manual MS-6 Table IV-3

END ITEM P-603

MODIFICATIONS TO ITEM P-605 JOINT SEALING FILLER

The provisions of this specification shall be applicable except as modified as follows:

1. 605-2.2 Lubricant: Delete entirely.

2. 605-3.2 Preparation of Joints: Second sentence - change "Cleaning shall be accomplished by sandblasting." To "Cleaning shall be accomplished as indicated in the plans."

3. 605-4.1 Add "Joint widening or deeping shall be measured by the linear foot of work, complete and accepted."

4. 605-5.1 Delete Items P-605-5.1, P-605-5.2 and P-605-5.3 entirely and replace with:

Item P-605-5.1(a)	Joint Cleaning and Sealing (Longitudinal) – Concrete Pavement – per linear foot.
Item P-605-5.1(b)	Joint Cleaning and Sealing (Tranverse) - Concrete Pavement – per linear foot.
Item P-605-5.2	Crack Resealing – Asphalt Pavement – per linear foot.
Item P-605-5.3	Crack Resealing – Concrete Pavement – per linear foot.
Item P-605-5.4	Joint Widening and Deeping – per linear foot.

5. 605-5.1 Testing Requirements: Delete all items.

6. 605-5.1 Material Requirements: Delete all items except ASTM D 3405, Joint Sealants, Hot-Poured, for Concrete and Asphalt Pavements.

END OF ITEM P-605 MODIFICATION

ITEM P-605 JOINT SEALING FILLER

DESCRIPTION

605-1.1 This item shall consist of providing and installing a resilient and adhesive joint sealing filler capable of effectively sealing joints and cracks in pavements.

MATERIALS

605-2.1 JOINT SEALERS. Joint sealing materials shall meet the requirements of ASTM D3405 – "Joint Sealants, Hot-Poured, for concrete and Asphalt Pavements".

Each lot or batch of sealing compound shall be delivered to the jobsite in the manufacturer's original sealed container. Each container shall be marked with the manufacturer's name, batch or lot number, the safe heating temperature, and shall be accompanied by the manufacturer's certification stating that the compound meets the requirements of this specification.

CONSTRUCTION METHODS

605-3.1 TIME OF APPLICATION. Joints shall be sealed as soon after completion of the curing period as feasible and before the pavement is opened to traffic, including construction equipment. The pavement temperature shall be above 50°F (10°C) at the time of installation of the poured joint sealing material.

605-3.2 PREPARATION OF JOINTS. Immediately before sealing, the joints shall be thoroughly cleaned of all remaining laitance, curing compound, and other foreign material. Cleaning shall be accomplished as indicated in the plans. Upon completion of cleaning, the joints shall be blown out with compressed air. The joint faces shall be surface dry when the seal is applied.

Prior to resealing joints, the existing joint material shall be removed to the depth as shown on the plans. If joint sealer other than that originally used is specified, all existing joint sealer shall be removed.

605-3.3 INSTALLATION OF SEALANTS. Joints shall be inspected for proper width, depth, alignment, and preparation, and shall be approved by the Engineer before sealing is allowed. Sealants shall be installed in accordance with the following requirements:

Hot Poured Sealants. The joint sealant shall be applied uniformly solid from bottom to top and shall be filled without formation of entrapped air or voids. A backing material shall be placed as shown on the plans and shall be nonadhesive to the concrete or the sealant material. The heating kettle shall be an indirect heating type, constructed as a double boiler. A positive temperature control and mechanical agitation shall be provided. The sealant shall not be heated to more than 20°F (-11°C) below the safe heating temperature. The safe heating temperature can be obtained from the manufacturer's shipping container. A direct connecting pressure type extruding device

with nozzles shaped for insertion into the joint shall be provided. Any sealant spilled on the surface of the pavement, structures and/or lighting fixtures, shall be removed immediately.

METHOD OF MEASUREMENT

605-4.1 Joint sealing material shall be measured by the linear foot of sealant in place, completed, and accepted. Joint widening or deepening shall be measured by the linear foot of work, complete and accepted.

BASIS OF PAYMENT

605-5.1 Payment for joint sealing material shall be made at the contract unit price per linear foot. The price shall be full compensation for furnishing all materials, for all preparation, delivering, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-605-5.2	Crack Resealing – Asphalt Pavement – per linear foot.
Item P-605-5.4	Joint Widening (1/2") and Deepening (1") – per linear foot.

MATERIAL REQUIREMENTS

ASTM D 3405	Joint Sealants, Hot-Poured, for Concrete and Asphalt Pavements

END ITEM P-605

ITEM P-610 STRUCTURAL PORTLAND CEMENT CONCRETE

DESCRIPTION

610-1.1 This item shall consist of **reinforced** structural portland cement concrete, prepared and constructed in accordance with these specifications, at the locations and of the form and dimensions shown on the plans.

MATERIALS

610-2.1 GENERAL. Only approved materials, conforming to the requirements of these specifications, shall be used in the work. They may be subjected to inspection and tests at any time during the progress of their preparation or use. The source of supply of each of the materials shall be approved by the Engineer before delivery or use is started. Representative preliminary samples of the materials shall be submitted by the Contractor, when required, for examination and test. Materials shall be scored and handled to insure the preservation of their quality and fitness for use and shall be located to facilitate prompt inspection. All equipment for handling and transporting materials and concrete must be clean before any material or concrete is placed therein.

In no case shall the use of pit-run or naturally mixed aggregates be permitted. Naturally mixed aggregate shall be screened and washed, and all fine and coarse aggregates shall be stored separately and kept clean. The mixing of different kinds of aggregates from different sources in one storage pile or alternating batches of different aggregates will not be permitted.

Aggregates shall be tested for deleterious reactivity with alkalies in the cement that may cause excessive expansion of the concrete. Acceptance of aggregates shall be based upon satisfactory evidence furnished by the Contractor that the aggregates, combined with other mixture constituents, do not produce excessive expansion in the concrete. This evidence shall include service records of concrete of comparable properties under similar conditions or exposure and certified records of tests by a testing laboratory that meets the requirements of ASTM C 1077. Tests shall be made in accordance with ASTM C 1260. Test specimens shall be produced using all components (e.g. coarse aggregate, fine aggregate, cement and fly ash...) to be included in the produced concrete. If the mean expansion of the test specimens, tested in accordance with ASTM C 1260, does not exceed 0.10 % at 16 days from casting the aggregates shall be accepted. If the mean expansion at 16 days is greater than 0.10% but less than 0.15%, the aggregate may be accepted based upon satisfactory service records and acceptance of the aggregate by a State Highway Department specifically addressing Alkali-Silica Reactivity. If the expansion is greater than 0.15%, the aggregate shall not be accepted for use.

610-2.2 COARSE AGGREGATE. The coarse aggregate for concrete shall meet the requirements of ASTM C 33. Crushed stone aggregate shall have a durability factor, as determined by ASTM C 666, greater than or equal to 95. The Engineer may consider and reserve final approval of other State classification procedures addressing aggregate durability.

Coarse aggregate shall be well graded from coarse to fine and shall meet one of the gradations shown in Table 1, using ASTM C 136.

610-2.3 FINE AGGREGATE. The fine aggregate for concrete shall meet the requirements of ASTM C 33.

The fine aggregate shall be well graded from fine to coarse and shall meet the requirements of Table 2 when tested in accordance with ASTM C 136:

TABLE 1. GRADATION FOR COARSE AGGREGATE

Sieve Designation (square openings)	Percentage by Weight Passing Sieves						
	2"	1-1/2"	1"	3/4"	1/2"	3/8"	No.4
No. 4 to 3/4 in. (4.75-19.0 mm)			100	90-100		20-55	0-10
No. 4 to 1 in. (4.75-25.0 mm)		100	90-100		25-60		0-10
No. 4 to 1-1/2 in. (4.75-38.1 mm)	100	95-100		35-70		10-30	0-5

TABLE 2. GRADATION FOR FINE AGGREGATE

Sieve Designation (square openings)	Percentage by Weight Passing Sieves
3/8 inch (9.5 mm)	100
No. 4 (4.75 mm)	95-100
No. 16 (1.18 mm)	45-80
No. 30 (0.60 mm)	25-55
No. 50 (0.30 mm)	10-30
No. 100 (0.15 mm)	2-10

Blending will be permitted, if necessary, in order to meet the gradation requirements for fine aggregate. Fine aggregate deficient in the percentage of material passing the No. 50 mesh sieve may be accepted, provided that such deficiency does not exceed 5% and is remedied by the addition of pozzolanic or cementitious materials other than portland cement, as specified in 610-2.6 on admixtures, in sufficient quantity to produce the required workability as approved by the Engineer.

610-2.4 CEMENT.

The Contractor shall furnish vendors' certified test reports for each carload, or equivalent, of cement shipped to the project. The report shall be delivered to the Engineer before permission to use the cement is granted. All such test reports shall be subject to verification by testing sample materials received for use on the project.

610-2.5 WATER. The water used in concrete shall be free from sewage, oil, acid, strong alkalies, vegetable matter, and clay and loam. If the water is of questionable quality, it shall be tested in accordance with AASHTO T 26.

610-2.6 ADMIXTURES. The use of any material added to the concrete mix shall be approved by the Engineer. Before approval of any material, the Contractor shall be required to submit the results of complete physical and chemical analyses made by an acceptable testing laboratory. Subsequent tests shall be made of samples taken by the Engineer from the supply of the material being furnished or proposed for use on the work to determine whether the admixture is uniform in quality with that approved.

Pozzolanic admixtures shall be fly ash or raw or calcined natural pozzolons meeting the requirements of ASTM C 618.

Air-entraining admixtures shall meet the requirements of ASTM C 260. Air-entraining admixtures shall be added at the mixer in the amount necessary to produce the specified air content.

Water-reducing, set-controlling admixtures shall meet the requirements of ASTM C 494, Type A, water-reducing or Type D, water-reducing and retarding. Water-reducing admixtures shall be added at the mixer separately from air-entraining admixtures in accordance with the manufacturer's printed instructions.

610-2.7 PREMOLDED JOINT MATERIAL. Premolded joint material for expansion joints shall meet the requirements of ASTM **D 1751.**

610-2.8 JOINT FILLER. The filler for joints shall meet the requirements of Item P-605, unless otherwise specified in the proposal.

610-2.9 STEEL REINFORCEMENT. Reinforcing shall consist of deformed bars..

Welded Steel Wire Fabric	**ASTM A 185**
Welded Deformed Steel Fabric	**ASTM A 497**
Bar Mats	**ASTM A 184 or A 704**

610-2.10 COVER MATERIALS FOR CURING. Curing materials shall conform to one of the following specifications:

Waterproof paper for curing concrete	ASTM C 171

Polyethylene Sheeting for Curing Concrete	ASTM C 171
Liquid Membrane-Forming Compounds for Curing Concrete	ASTM C 309, Type 2

CONSTRUCTION METHODS

610-3.1 GENERAL. The Contractor shall furnish all labor, materials, and services necessary for, and incidental to, the completion of all work as shown on the drawings and specified herein. All machinery and equipment owned or controlled by the Contractor, which he proposes to use on the work, shall be of sufficient size to meet the requirements of the work, and shall be such as to produce satisfactory work; all work shall be subject to the inspection and approval of the Engineer.

610-3.2 CONCRETE COMPOSITION. The concrete shall develop a compressive strength of **4200** psi in 28 days as determined by test cylinders made in accordance with ASTM C 31 and tested in accordance with ASTM C 39. The concrete shall contain not less than 470 pounds of cement per cubic yard (280 kg per cubic meter). The concrete shall contain 5 percent of entrained air, plus or minus 1 percent, as determined by ASTM C 231 and shall have a slump of not more than 4 inches (10 cm) as determined by ASTM C 143.

610-3.3 ACCEPTANCE SAMPLING AND TESTING. Concrete for each structure will be accepted on the basis of the compressive strength specified in paragraph 3.2. The concrete shall be sampled in accordance with ASTM C 172. Compressive strength specimens shall be made in accordance with ASTM C 31 and tested in accordance with ASTM C 39.

Concrete cylindrical test specimens shall be made in accordance with ASTM C 31 and tested in accordance with ASTM C 39. The Contractor shall cure and store the test specimens under such conditions as directed. The Engineer will make the actual tests on the specimens at no expense to the contractor.

610-3.4 PROPORTIONING AND MEASURING DEVICES. When package cement is used, the quantity for each batch shall be equal to one or more whole sacks of cement. The aggregates shall be measured separately by weight. If aggregates are delivered to the mixer in batch trucks, the exact amount for each mixer charge shall be contained in each batch compartment. Weighing boxes or hoppers shall be approved by the Engineer and shall provide means of regulating the flow of aggregates into the batch box so that the required and exact weight of aggregates can be readily obtained.

610-3.5 CONSISTENCY. The consistency of the concrete shall be checked by the slump test specified in ASTM C 143.

610-3.6 MIXING. Concrete may be mixed at the construction site, at a central point, or wholly or in part in truck mixers. The concrete shall be mixed and delivered in accordance with the requirements of ASTM C 94.

610-3.7 MIXING CONDITIONS. The concrete shall be mixed only in quantities required for immediate use. Concrete shall not be mixed while the air temperature is below 40°F (4°C) without permission of the Engineer. If permission is granted for mixing under such conditions, aggregates or water, or both, shall be heated and the concrete shall be placed at a temperature not less than 50°F (10°C) nor more than 100°F (38°C). The Contractor shall be held responsible for any defective work, resulting from freezing or injury in any manner during placing and curing, and shall replace such work at his/her expense.

Retempering of concrete by adding water or any other material shall not be permitted.

The delivery of concrete to the job shall be in such a manner that batches of concrete will be deposited at uninterrupted intervals.

610-3.8 FORMS. Concrete shall not be placed until all the forms and reinforcements have been inspected and approved by the Engineer. Forms shall be of suitable material and shall be of the type, size, shape, quality, and strength to build the structure as designed on the plans. The forms shall be true to line and grade and shall be mortar-tight and sufficiently rigid to prevent displacement and sagging between supports. The Contractor shall bear responsibility for their adequacy. The surfaces of forms shall be smooth and free from irregularities, dents, sags, and holes.

The internal ties shall be arranged so that, when the forms are removed, no metal will show in the concrete surface or discolor the surface when exposed to weathering. All forms shall be wetted with water or with a non-staining mineral oil, which shall be applied shortly before the concrete is placed. Forms shall be constructed so that they can be removed without injuring the concrete or concrete surface. The forms shall not be removed before the expiration of at least 30 hours from vertical faces, walls, slender columns, and similar structures; forms supported by falsework under slabs, beams, girders, arches, and similar construction shall not be removed until tests indicate that at least 60% of the design strength of the concrete has developed.

610-3.9 PLACING REINFORCEMENT. All reinforcement shall be accurately placed, as shown on the plans, and shall be firmly held in position during concreting. Bars shall be fastened together at intersections. The reinforcement shall be supported by approved metal chairs. Shop drawings, lists, and bending details shall be supplied by the Contractor when required.

610-3.10 EMBEDDED ITEMS. Before placing concrete, any items that are to be embedded shall be firmly and securely fastened in place as indicated. All such items shall be clean and free from coating, rust, scale, oil, or any foreign matter. The embedding of wood shall be avoided. The concrete shall be spaded and consolidated around and against embedded items.

610-3.11 PLACING CONCRETE. All concrete shall be placed during daylight, unless otherwise approved. The concrete shall not be placed until the depth and character of foundation, the adequacy of forms and falsework, and the placing of the steel reinforcing have been approved. Concrete shall be placed as soon as practical after mixing and in no case later than 1 hour after water has been added to the mix. The method and manner of placing shall be

such to avoid segregation and displacement of the reinforcement. Troughs, pipes, and chutes shall be used as an aid in placing concrete when necessary. Dropping the concrete a distance of more than 5 feet (1.5 m), or depositing a large quantity at one point, will not be permitted. Concrete shall be placed upon clean, damp surfaces, free from running water, or upon properly consolidated soil.

The concrete shall be compacted with suitable mechanical vibrators operating within the concrete. When necessary, vibrating shall be supplemented by hand spading with suitable tools to assure proper and adequate compaction. Vibrators shall be manipulated so as to work the concrete thoroughly around the reinforcement and embedded fixtures and into corners and angles of the forms. The vibration at any joint shall be of sufficient duration to accomplish compaction but shall not be prolonged to the point where segregation occurs. Concrete deposited under water shall be carefully placed in a compact mass in its final position by means of a tremie, a closed bottom dump bucket, or other approved method and shall not be disturbed after being deposited.

610-3.12 CONSTRUCTION JOINTS. When the placing of concrete is suspended, necessary provisions shall be made for joining future work before the placed concrete takes its initial set. For the proper bonding of old and new concrete, such provisions shall be made for grooves, steps, keys, dovetails, reinforcing bars or other devices as may be prescribed. The work shall be arranged so that a section begun on any day shall be finished during daylight of the same day. Before depositing new concrete on or against concrete that has hardened, the surface of the hardened concrete shall be cleaned by a heavy steel broom, roughened slightly, wetted, and covered with a neat coating of cement paste or grout.

610-3.13 EXPANSION JOINTS. Expansion joints shall be constructed at such points and of such dimensions as may be indicated on the drawings. The premolded filler shall be cut to the same shape as that of the surfaces being joined. The filler shall be fixed firmly against the surface of the concrete already in place in such manner that it will not be displaced when concrete is deposited against it.

610-3.14 DEFECTIVE WORK. Any defective work discovered after the forms have been removed shall be immediately removed and replaced. If any dimensions are deficient, or if the surface of the concrete is bulged, uneven, or shows honeycomb, which in the opinion of the Engineer cannot be repaired satisfactorily, the entire section shall be removed and replaced at the expense of the Contractor.

610-3.15 SURFACE FINISH. All exposed concrete surfaces shall be true, smooth, and free from open or rough spaces, depressions, or projections. The concrete in horizontal plane surfaces shall be brought flush with the finished top surface at the proper elevation and shall be struck-off with a straightedge and floated. Mortar finishing shall not be permitted, nor shall dry cement or sand-cement mortar be spread over the concrete during the finishing of horizontal plane surfaces.

When directed, the surface finish of exposed concrete shall be a rubbed finish. If forms can be removed while the concrete is still green, the surface shall be pointed and wetted and then rubbed

with a wooden float until all irregularities are removed. If the concrete has hardened before being rubbed, a carborundum stone shall be used to finish the surface. When approved, the finishing can be done with a rubbing machine.

610-3.16 CURING AND PROTECTION. All concrete shall be properly cured and protected by the Contractor. The work shall be protected from the elements, flowing water, and from defacement of any nature during the building operations. The concrete shall be cured as soon as it has sufficiently hardened by covering with an approved material. Water-absorptive coverings shall be thoroughly saturated when placed and kept saturated for a period of at least 3 days. All curing mats or blankets shall be sufficiently weighted or tied down to keep the concrete surface covered and to prevent the surface from being exposed to currents of air. Where wooden forms are used, they shall be kept wet at all times until removed to prevent the opening of joints and drying out of the concrete. Traffic shall not be allowed on concrete surfaces for 7 days after the concrete has been placed.

610-3.17 DRAINS OR DUCTS. Drainage pipes, conduits, and ducts that are to be encased in concrete shall be installed by the Contractor before the concrete is placed. The pipe shall be held rigidly so that it will not be displaced or moved during the placing of the concrete.

610-3.18 COLD WEATHER PROTECTION. When concrete is placed at temperatures below 40°F (4°C), the Contractor shall provide satisfactory methods and means to protect the mix from injury by freezing. The aggregates, or water, or both, shall be heated in order to place the concrete at temperatures between 50°F and 100°F (10°C and 38°C).

Calcium chloride may be incorporated in the mixing water when directed by the Engineer. Not more than 2 pounds (908 grams) of Type 1 nor more than 1.6 pounds (726 grams) of Type 2 shall be added per bag of cement. After the concrete has been placed, the Contractor shall provide sufficient protection such as cover, canvas, framework, heating apparatus, etc., to enclose and protect the structure and maintain the temperature of the mix at not less than 50°F (10°C) until at least 60% of the designed strength has been attained.

610-3.19 FILLING JOINTS. All joints that require filling shall be thoroughly cleaned, and any excess mortar or concrete shall be cut out with proper tools. Joint filling shall not be started until after final curing and shall be done only when the concrete is completely dry. The cleaning and filling shall be carefully done with proper equipment and in a manner to obtain a neat looking joint free from excess filler.

METHOD OF MEASUREMENT

610-4.1 No separate measurement for payment will be made other than core measurements for determining thickness within tolerance specified.

BASIS OF PAYMENT

610-5.1 No separate payment will be made for P-610 Structural Portland Cement Concrete. Payment shall be full compensation for all labor, materials, tools, equipment and incidentals required to complete the work as specified herein and on the drawings.

TESTING REQUIREMENTS

ASTM C 31 Making and Curing Test Specimens in the Field

ASTM C 39 Compressive Strength of Cylindrical Concrete Specimens

ASTM C 136 Sieve Analysis of Fine and Coarse Aggregates

ASTM C 138 Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete

ASTM C 143 Slump of Hydraulic Cement Concrete

ASTM C 231 Air Content of Freshly Mixed Concrete by the Pressure Method

ASTM C 666 Resistance of Concrete to Rapid Freezing and Thawing

ASTM C 1077 Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation

ASTM C 1260 Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)

ASTM A 184 Specification for Fabricated Deformed Steel Bar or Rod Mats for Concrete Reinforcement

ASTM A 185 Steel Welded Wire Fabric, Plain, for Concrete Reinforcement

ASTM A 497 Steel Welded Wire Fabric, Deformed, for Concrete Reinforcement

ASTM A 615 Deformed and Plain Billet-Steel Bars for Concrete Reinforcement

ASTM A 704 Welded Steel Plain Bars or Rod Mats for Concrete Reinforcement

ASTM C 33 Concrete Aggregates

ASTM C 94 Ready-Mixed Concrete

ASTM C 150 Portland Cement

ASTM C 171 Sheet Materials for Curing Concrete

ASTM C 172 Sampling Freshly Mixed Concrete

ASTM C 260 Air-Entraining Admixtures for Concrete

ASTM C 309 Liquid Membrane-Forming Compounds for Curing Concrete

ASTM C 494 Chemical Admixtures for Concrete

ASTM C 595 Blended Hydraulic Cements

ASTM C 618 Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete

ASTM D 1751 Specification for Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types)

ASTM D 1752 Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction

AASHTO T 26 Quality of Water to be Used in Concrete

END ITEM P-610

MODIFICATIONS TO SPECIFICATIONS ITEM P-620

The provisions of this specification shall be applicable except as modified as follows:

620-1.1 This item shall consist of the painting of permanent numbers, markings, and stripes on the surface of runways and taxiways applied in accordance with these specifications and at the locations shown on the plans, or as directed by the engineer. Temporary markings including runway closure markers and marking the taxiway for a temporary runway use is not for direct compensation.

620-2.1 PAINT. Paint shall meet the requirements of Fed. Spec. TT-P-1952.

620-2.2 REFLECTIVE MEDIA. Reflective Media is required. See 620-2.2.

ITEM P-620: RUNWAY AND TAXIWAY PAINTING

DESCRIPTION

620-1.1 This item shall consist of the painting of numbers, markings, and stripes on the surface of runways and taxiways applied in accordance with these specifications and at the locations shown on the plans, or as directed by the engineer.

MATERIALS

620-2.1 PAINT. Paint shall meet the requirements of Fed. Spec. TT-P-1952.

620-2.2 REFLECTIVE MEDIA. Glass spheres shall meet the requirements of Fed. Spec. TT-B-1325, Type III, gradation A.

CONSTRUCTION METHODS

620-3.1 WEATHER LIMITATIONS. The painting shall be performed only when the surface is dry, when the atmospheric temperature is above 45 F (7 C), and when the weather is not foggy or windy.

620-3.2 EQUIPMENT. All equipment for the work shall be approved by the engineer and shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type marking machine suitable for application of traffic paint. It shall produce an even and uniform film thickness at the required coverage and shall be designed so as to apply markings of uniform cross sections and clear-cut edges without running or spattering.

620-3.3 PREPARATION OF SURFACE. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other foreign material which would reduce the bond between the paint and the pavement. The area to be painted shall be cleaned by seeping and blowing or by other methods as required to remove all dirt, laitance, and loose materials.

620-3.4 LAYOUT OF MARKINGS. On those sections of pavement where no previously applied markings are available to serve as a guide, the proposed markings shall be laid out in advance of the paint application.

620-3.5 APPLICATION. Markings shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and conditions of the surface have been approved by the engineer.

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate of 100 to 110 square feet (9 to 10 square meters) per gallon (liter). The addition of thinner will not be permitted. A period of 24 hours shall elapse between placement of a bituminous surface course or seal coat and application of the paint.

The edges of the markings shall not vary from a straight line more than ½ inch (12 mm) in 50 feet (15 m), and the dimensions shall be within a tolerance of plus or minus 5 percent. Glass spheres shall be distributed to the surface of the marked areas immediately after application of the paint. A dispenser shall be furnished which is properly designed for attachment to the marking machine and suitable for dispensing glass spheres. The spheres shall be applied at the rate of 10 pounds per gallon (1.2 kg per liter) of paint.

The contractor shall furnish certified test reports for the material shipped to the project. The reports shall not be interpreted as a basis for final acceptance. The contractor shall notify the engineer upon arrival of a shipment of paint to the job site. All emptied containers shall be returned to the paint storage area for checking by the engineer. The containers shall not be removed from the airport or destroyed until authorized by the engineer.

620-3.6 PROTECTION. After application of the paint, all markings shall be protected from damage until the paint is dry. All surfaces shall be protected from disfiguration by splatter, splashes, spillage, or drippings of paint.

METHOD OF MEASUREMENT

620-4.1 The quantity of runway and taxiway markings to be paid for shall be the number of square feet of painting and the number of square feet of preformed markings one complete item in place performed in accordance with the specifications and accepted by the Engineer.

BASIS OF PAYMENT

620-5.1 Payment shall be made at the respective contract price per square foot for runway and taxiway painting and price per square foot for preformed markings. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P 620 5.1(A) Runway and Taxiway Painting per square foot

MATERIAL REQUIREMENTS

Fed. Spec. TT-P-85	Paint, Traffic, and Airfield Marking, Solvent Base
Fed. Spec. TT-P-1952 Emulsion Base	Paint, Traffic and Airfield Marking, Water
Fed. Spec. TT-P-110	Paint, Traffic Black (Nonreflectorized)
Fed. Spec. TT-B-1325	Beads (Glass Spheres) Retroreflective

END ITEM P-620

ITEM P-621 SAW-CUT GROOVES

DESCRIPTION

621-1.1 This item consists of providing a skid resistant surface that prevents hydroplaning during wet weather in accordance with these specifications and at the locations shown on the plans, or as directed by the Engineer.

CONSTRUCTION METHODS

621-2.1 Transverse grooves saw-cut in the pavement must form a 1/4 inch wide by 1/4 inch deep by 1 1/2 inches center-to-center configuration. The grooves must be continuous for the entire runway length. They must be saw-cut transversely in the runway pavement to not less than 10 feet from the runway pavement edge to allow adequate space for equipment operation. The Contractor must provide a grooving machine of a type equipped with diamond-saw cutting blade groove cutting head capable of making at least 18 inches in width of multiple parallel grooves in one pass of the machine. Thickness of the cutting blades shall be capable of making the required width and depth of grooves in one pass of the machine. The cutting head shall not contain a mixture of new and worn blades or blades of unequal wear or diameter. The wheels on the grooving machine shall be of a design that will not scar or spall the pavement. The machine must be equipped with devices to control depth of groove and alignment within the specified tolerances.

The saw-cut grooves must meet the following tolerances. The tolerances apply to each day's production and to each piece of grooving equipment used for production. The Contractor is responsible for all controls and process adjustments necessary to meet these tolerances.

Alignment tolerance.
Plus or minus 1-1/2 inches in alignment for 75 feet.

Groove tolerance.
Depth. The standard depth is 1/4 inch. At least 90 percent of the grooves must be at least 3/16 inch, at least 60 percent of the grooves must be at least 1/4 inch, and not more than 10 percent of the grooves may exceed 5/16 inch.

Width. The standard width is 1/4 inch. At least 90 percent of the grooves must be at least 3/16 inch, at least 60 percent of the grooves must be at least 1/4 inch, and not more than 10 percent of the grooves may exceed 5/16 inch.

Center-to -center spacing.
The standard spacing is 1-1/2 inches.
Minimum spacing 1-3/8 inches.
Maximum spacing 1-1/2 inches.

Saw-cut grooves must not be closer than 3 inches or more than 9 inches from transverse paving joints. Grooves must not be closer than 6 inches and no more than 18 inches from in-pavement

light fixtures. Grooves may be continued through longitudinal joints. Where neoprene compression seals have been installed and the compression seals are recessed sufficiently to prevent damage from the grooving operation. grooves may be continued through the longitudinal joints. Where neoprene compression seals have been installed and the compression seals are not recessed sufficiently to prevent damage from the grooving operation, grooves must not be closer than 3 inches or more than 5 inches from the longitudinal joints.

621-2.3 ENVIRONMENTAL REQUIREMENTS. Grooving operations will not be permitted when freezing conditions prevent the immediate removal of debris and/or drainage of water from the grooved area.

621-2.4 EXISTING PAVEMENTS. Bumps, depressed areas, bad or faulted joints, and badly cracked and/or
spalled areas in the pavement shall not be grooved until such areas are adequately repaired or replaced.

621-2.5 NEW PAVEMENTS. New asphalt concrete pavements shall be allowed to cure for a minimum of 30 days before grooving, to allow the material to become stable enough to prevent closing of the grooves under normal use. Permit new Portland cement concrete pavements to cure for a minimum of 28 days before grooving. Spalling along or tearing or raveling of the groove edges shall not be allowed.

621-2.6 CLEAN-UP. During and after installation of saw-cut grooves, the Contractor must remove from the pavement all debris, waste, and by-products generated by the operations to the satisfaction of the Engineer. Cleanup of waste material must be continuous during the grooving operation Flush debris produced by the machine to the edge of the grooved area or pick it up as it forms. The dust coating remaining shall be picked up or flushed to the edge of the area if the resultant accumulation is not detrimental to the vegetation or storm drainage system. Accomplish all flushing operations in a manner to prevent erosion on the shoulders Waste material must be disposed of in an approved manner. Waste material must not be allowed to enter the airport storm or sanitary sewer system. The Contractor must dispose of these wastes in strict compliance with all applicable state, local, and Federal environmental statutes and regulations

621-2.7 REPAIR OF DAMAGED PAVEMENT. Grooving must be stopped and damaged pavement repaired at the Contractor's expense when in the opinion of the Engineer the result of the grooving operation will be detrimental to aircraft tires.

ACCEPTANCE

621-3.1 ACCEPTANCE TESTING. Grooves will be accepted based on results of zone testing. All acceptance testing necessary to determine conformance with the groove tolerances specified will be performed by the Engineer.

Instruments for measuring groove width and depth must have a range of at least 0.5 inches and a resolution of at least 0.005 inches. Gage blocks or gages machined to standard grooves width, depth, and spacing may be used.

Instruments for measuring center-to-center spacing must have a range of at least 3 inches and a resolution of at least 0.02 inches.

The Engineer will measure grooves in five zones across the pavement width. Measurements will be made at least THREE times during each day's production. Measurements in all zones will be made for each cutting head on each piece of grooving equipment used for each day's production.

The five zones are as follows:

Zone 1	Centerline to 5 feet left or right of the centerline.
Zone 2	5 feet to 25 feet left of the centerline.
Zone 3	5 feet 25 feet right of the centerline.
Zone 4	25 feet to edge of grooving left of the centerline.
Zone 5	25 feet to edge of grooving right of the centerline.

At a random location within each zone, five consecutive grooves sawed by each cutting head on each piece of grooving equipment will be measured for width, depth, and spacing. The five consecutive measurements must be located about the middle blade of each cutting head plus or minus 4 inches. Measurements will be made along a line perpendicular to the grooves.

Width or depth measurements less than 0.170 inches shall be considered less than 3/16 inches.
Width or depth measurements more than 0.330 inches shall be considered more than 5/16 inches.
Width or depth measurements more than 0.235 inches shall be considered more than 1/4 inches.

PRODUCTION MUST BE ADJUSTED WHEN MORE THAN ONE GROOVE ON A CUTTING HEAD FAILS TO MEET THE STANDARD DEPTH, WIDTH, OR SPACING IN MORE THAN ONE ZONE.

MEASUREMENT AND PAYMENT

621-4.1 PAYMENT FOR SAW-CUT GROOVING. Payment for saw-cut grooving will be made at the contract unit price per square yard for saw-cut grooving.
Payment will be made under:

Item P 621 Saw-Cut Grooves per square yard

END ITEM P-621

Modifications to Part 11

Lighting Installation

The standard specifications of Part 11, Lighting Installation, shall be modified and superseded as follows. The item section numbers shown correspond to the item and section numbers in the specifications.

Item L-101 Airport Rotating Beacons

Delete item in its entirety.

Item L-102 Hazard Beacons

Delete item in its entirety.

Item L-103 Airport Beacon Towers

Delete item in its entirety.

Item L-107 Airport 8-foot and 12-foot Wind Cones

Delete item in its entirety.

Item L-108 Underground Power Cable for Airports

1.1 Delete "and installing power cables direct buried" and "It includes excavation and backfill of trench for direct buried cables only".

2.4 a. Delete paragraph in its entirety.

2.4 b. Add "The heat shrinkable tubing for each L-823 connector shall consist of Raychem #ALK-L823 Airport Lighting Splice Kit (or approved equal). Splices permitted only at light fixtures, signs, or junction boxes."

2.4 c. Add "The heat shrinkable tubing for each L-823 connector shall consist of Raychem #ALK-L823 Airport Lighting Splice Kit (or approved equal). Splices permitted only at light fixtures, signs, or junction boxes."

2.4 d. Delete "Taped or "and add "contractor must use "SKV heat shrink factory kits" over taped splices if used on project".

3.3 Delete paragraphs 1, 2, and 3 in their entirety and add "Installation of Cable and Conduit in Trenches".

3.3 a. Delete first four sentences. Change "cable trenches" to "cable and conduit trenches" and change "18 inches" to "24 inches" in fifth sentence.

3.3 a.(1) Change "36" to "60".

3.3 a.(2) Change "cable depth" to "cable and conduit depth" and change "42 inches unless otherwise" to "60 inches unless a greater depth is otherwise".

3.3 a.(3) Add "minimum cable and conduit depth under a runway or taxiway, shall 60 inches unless a greater depth is otherwise specified".

3.3 Delete remainder of section.

3.4 Delete in its entirety.

3.5 a. Delete in its entirety.

3.5 b. Add "The heat shrinkable tubing for each L-823 connector shall consist of Raychem #ALK-L823 Airport Lighting Splice Kit (or approved equal). Splices per mitted only at light fixtures, signs, or junction boxes."

3.5 c. Add "The heat shrinkable tubing for each L-823 connector shall consist of Raychem #ALK-L823 Airport Lighting Splice Kit (or approved equal). Splices per mitted only at light fixtures, signs, or junction boxes."

3.5 d. Delete "Taped or "and delete "taped". Add "contractor must use "SKV heat shrink factory kits" over taped splices if used on project".

3.6 Add "The minimum size of bare copper counterpoise wire shall be No. 6 AWG." Change "welded to ground rods installed as shown on the plans but" to "welded to copper or copper-clad ground rods installed". Add "The ground rods shall be of the length and diameter specified in the plans, but in no case shall they be less than 10-feet long nor less than 3/4 inch diameter. Interior building grounding shall be securely attached using mechanical connections."

5.1 Delete all pay items in their entirety. Item shall be included with "S" pay items as noted.

Item L-109 Airport Transformer Vault and Vault Equipment

Delete item in its entirety.

Item L-110 Airport Underground Electrical Duct Banks and Conduits

1.1 Delete last two sentences.

2.3 b. Change "Schedule 40" to "Schedule 80".

2.7 Change "Schedule 40" to "Schedule 80".

3.1 Delete "Where under pavement, the top of the duct bank shall not be less than 18 inches below the subgrade." Add "No duct bank or underground conduit shall be less than 24 inches below finished grade. Where under pavement, the top of the conduit or duct bank shall not be less than 60 inches below finished grade or less than 18 inches below pavement subgrade, whichever is of greater depth."

3.7 Delete third, fourth, and fifth sentences.

4.2 Add "The quantity of 2" SCH 40 PVC conduit installed in earth completed and accepted, including trench and backfill with the designated material and to be paid for under this item shall be the number of linear feet installed including all excavation, backfilling, restoration, measured in place, complete and accepted."

4.3 Add "The quantity of 4" SCH 80 PVC conduit installed in earth and to be paid for under this item shall be the number of linear feet installed as measured between pits including all excavation, backfilling, restoration, counterpoise lashed to exterior of conduit, measured in place, complete and accepted."

4.4 Add "The quantity of Type I junction boxes to be paid for under this item shall consist of the number of junction boxes constructed using a Quazite box with heavy duty cover, a 3/4 X 10' ground rod for grounding of the counterpoise conductors, a concrete apron and all required 4"

SCH 80 PVC between the existing installed 4" SCH 80 PVC ducts and the duct junction box, in accordance with the detail shown in the plans including all excavation, backfilling and restoration, in place, complete and accepted."

4.5 The quantity of Type II duct junction boxes to be paid for under this item shall consist of the number of duct junction boxes constructed using a type L-867 class 1 size D light base with solid steel cover and a concrete apron in accordance with the detail shown in the plans including all excavation, backfilling and restoration, in place, complete and accepted.

5.1 Delete pay items in their entirety. Items shall be included in "S" pay items as noted.

Item L-115 Electrical Manholes and Junction Structures

Delete item in its entirety.

Item L-119 Airport Obstruction Lights

Delete item in its entirety.

END OF ITEM PART 11-MOD

Part 11 – Lighting Installation

Item L-101 Airport Rotating Beacons

DESCRIPTION

101-1.1 This item shall consist of furnishing and installing airport rotating beacons. This work shall include the mounting, leveling, wiring, painting, servicing, and testing of the beacon and all materials and incidentals necessary to place the beacons in operating condition as a completed unit to the satisfaction of the Engineer. This item shall include a mounting platform if specified in the plans.

EQUIPMENT AND MATERIALS

101-2.1 GENERAL.

a. Airport lighting equipment and materials covered by Federal Aviation Administration (FAA) specifications shall be certified and listed under Advisory Circular (AC) 150/5345-53, Airport Lighting Equipment Certification Program.

b. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the Engineer.

c. Manufacturer's certifications shall not relieve the Contractor of the Contractor's responsibility to provide materials in accordance with these specifications and acceptable to the Engineer. Materials supplied and/or installed that do not materially comply with these specifications shall be removed, when directed by the Engineer and replaced with materials, which do comply with these specifications, at the sole cost of the Contractor.

d. All materials and equipment used to construct this item shall be submitted to the Engineer for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components or electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be boldly and clearly made with arrows or circles (highlighting is not acceptable). Contractor is solely responsible for delays in project accruing directly or indirectly from late submissions or resubmissions of submittals.

e. The data submitted shall be sufficient, in the opinion of the Engineer, to determine compliance with the Contract Documents plans and specifications. [The Contractor's submittals shall be neatly bound in a properly sized 3-ring binder, tabbed by specification section.] The Engineer reserves the right to reject any and all equipment, materials or procedures, which, in the Engineer's opinion, does not meet the system design and the standards and codes, specified herein.

f. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least [twelve (12) months] from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

101-2.2 BEACON. The beacon shall meet the requirements of AC 150/5345-12, Specification for Airport and Heliport Beacons.

101-2.3 PANEL BOARDS AND BREAKERS. Panel boards and breakers shall conform to the requirements of Fed. Spec. W-P-115.

101-2.4 WEATHERPROOF CABINETS. The weatherproof cabinets shall conform to National Electrical Manufacturers Association Standards and shall be constructed of steel not less than No. 16 USS gauge.

101-2.5 WIRE. Wire in conduit rated up to 5,000 volts shall conform to AC 150/5345-7, Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits for Rubber Insulated Neoprene Covered Wire, or Fed. Spec. J-C-30, Type RHW, for rubber insulated fibrous covered wire. For ratings up to 600 volts, the thermoplastic wire conforming to Fed. Spec. J-C-30, Types TW, THW, and THWN, shall be used. The wires shall be of the type, size, number of conductors, and voltage shown in the plans or in the proposal.

101-2.6 CONDUIT. Rigid steel conduit and fittings shall conform to the requirements of Underwriters Laboratories Standard 6, 514, and 1242.

101-2.7 PAINT.

a. Priming paint for ungalvanized metal surfaces shall be a high solids alkyd primer conforming to TT-P-664D.

b. Priming paint for galvanized metal surfaces shall be zinc dust-zinc oxide primer paint conforming to MIL-DTL-24441/19B. If necessary, add not more than ½ pint (0.06 liter) of turpentine to each gallon (liter).

c. Orange paint for the body and the finish coats on metal and wood surfaces shall consist of a ready-mixed non-fading paint meeting the requirements of Fed. Spec. TT-E-489. The color shall be in accordance with Federal Standard 595, Aviation Gloss Orange Number 12197.

d. White paint for body and finish coats on metal and wood surfaces shall be ready-mixed paint conforming to the Master Painter's Institute, Reference #9, Exterior Alkyd, Gloss, VOC Range E2.

e. Priming paint for wood surfaces shall be mixed on the job by thinning the above-specified orange or white paint with ½ pint (0.06 mm) of raw linseed oil to each gallon (liter).

CONSTRUCTION METHODS

101-3.1. PLACING THE BEACON. The beacon shall be mounted on a beacon tower, platform, or building roof as shown in the plans.

101-3.2 HOISTING AND MOUNTING. The beacon shall be hoisted to the mounting platform by using suitable slings and hoisting tackle. Before fastening the beacon to the mounting platform, the mounting holes shall be checked for correct spacing. Beacon base or mounting legs shall not be strained or forced out of position to fit incorrect spacing of mounting holes. The beacon base shall be raised first, set in position, and bolted in place. The drum shall then be raised and assembled to the base.

101-3.3 LEVELING. After the beacon has been mounted in place, it shall be accurately leveled following manufacturer's instructions. The leveling shall be checked in the presence of the Engineer and shall be to the Engineer's satisfaction.

101-3.4 SERVICING. Before placing the beacon in operation, the Contractor shall check the manufacturer's manual for proper servicing requirements. Follow the manufacturer's servicing requirements for each size beacon.

101-3.5 BEAM ADJUSTMENT. After the beacon has been mounted and leveled, the elevation of the beams shall be adjusted. The final beam adjustments shall be made at night so that results can be readily observed. The beams shall be adjusted to the elevation directed by the Engineer or as shown in the plans, except that, in no case shall the elevation of the beams be less than 2 degrees above the horizontal.

101-3.6 BEACON MOUNTING PLATFORM. Where the beacon is to be mounted at a location other than the beacon tower and where a special mounting platform is required, the construction of this mounting platform and any necessary lightning protection equipment shall be in accordance with the details shown in the plans.

101-3.7 WIRING. The Contractor shall furnish all necessary labor and materials and shall make complete above ground electrical connections in accordance with the wiring diagram furnished with the project plans. The electrical installation shall conform to the requirements of the latest edition of National Fire Protection Association, NFPA-70, National Electric Code.

Copies of the National Electric Code may be obtained from the National Fire Protection Associations, Inc., One Batterymarch Park, Quincy, Massachusetts 02269.

If underground cable for the power feed from the transformer vault to the beacon site and duct for this cable installation is required, the cable, ground rods and duct shall be installed in accordance with and paid for as described in Item L-108, Underground Power Cable for Airports, and Item L-110, Airport Underground Electrical Duct Banks and Conduit.

Unless otherwise specified, the Contractor shall connect the tell-tale relay mechanism in the beacon to energize the tower obstruction light circuit when failure of the beacon service (primary) lamp occurs.

If lightning protection is specified in the plans or proposal as a part of this item, it shall be installed in accordance with 103-2.3 in Item L-103, Airport Beacon Towers.

101-3.8 PANEL AND CABINET. Unless otherwise specified, the Contractor shall furnish and install at the top of the beacon tower or mounting platform a circuit-breaker panel consisting of four 15-ampere breakers mounted in a weather-proof cabinet to provide separate protection for the circuits to the beacon lamps, motor, obstruction lights, and other equipment. The cabinet shall be located on the side of the beacon platform, as directed by the Engineer.

101-3.9 CONDUIT. All exposed wiring shall be run in not less than ¾ in (19 mm) galvanized rigid steel conduit. No conduit shall be installed on top of a beacon platform floor. All conduit shall be installed to provide for drainage. If mounted on a steel beacon tower, the conduit shall be fastened to the tower members with "wraplock" straps, clamps, or approved fasteners, spaced approximately 5 feet (150 cm) apart. The conduit shall be fastened to wooden structures with galvanized pipe straps and with galvanized wood screws not less than No. 8 or less than 1-¼ in (31 mm) long. There shall be at least two fastenings for each 10 ft (3 m) length.

101-3.10 BOOSTER TRANSFORMER. If shown in the plans or specified in job specifications, a booster transformer to compensate for voltage drop to the beacon shall be installed in a suitable weatherproof housing under or on the tower platform or at the base of the tower. The installation shall be as indicated in the plans and described in the proposal. If the booster transformer is required for installation remote from the beacon, it shall be installed in accordance with and paid for [ ].

101-3.11 PHOTOELECTRIC CONTROL. If shown in the plans or specified in job specifications, the Contractor shall furnish and install an automatic control switch at the location indicated in the plans. The switch shall be a photoelectric type. It shall be a standard commercially available unit that will energize when the northern sky illuminance falls below 60 foot candles (645.8 lux) but before reaching a level of 35 foot candles (367.7 lux). The photoelectric switch should de-energize when the northern sky illuminance rises to a level of not more than 60 foot candles (645.9 lux). It shall be installed, connected, and adjusted in accordance with the manufacturer's instructions.

101-3.12 OBSTRUCTION LIGHTS. Unless otherwise specified, the Contractor shall install on the top of the beacon tower or mounting platform two L-810 obstruction lights on opposite corners. These lights shall be mounted on conduit extensions to a height of not less than 4 in (100 mm) above the top of the beacon. They shall be connected in series into the tell-tale circuit with the necessary relay and wiring connections.

101-3.13 PAINTING. If construction of a wooden mounting platform is stipulated in the proposal as part of this item, all wooden parts of the platform shall be given one priming coat of white or aviation-orange paint after fabrication but before erection and one body and one finish coat of aviation-orange paint after erection. Steel mounting platforms shall be given one priming coat of corrosion-inhibiting primer before erection and one body and one finish coat of aviation-orange paint after erection. All equipment installed under this contract and exposed to the weather shall be given one body and one finish coat of aviation-orange or white paint as required. This shall include beacon (except glass surfaces), beacon base, breaker cabinet, all conduit, and transformer cases. It shall not include air terminals or obstruction light globes.

The paint shall be applied uniformly in the proper consistency by skilled painters. The finished paint shall be free from sags, holidays, and smears. Each coat of paint shall be given ample time to dry and harden before the next coat of paint is applied. A minimum of 3 days shall be allowed for drying on wood surfaces, and a minimum of 4 days shall be allowed for drying on metal surfaces. Painting shall not be done in cold, damp, foggy, dusty, or frosty atmospheres, or when air temperature is below 40° F (4° C), nor started when the weather forecast indicates such conditions for the day.

All surfaces shall be cleaned before painting. The surfaces shall be dry and free from scale, grease, rust, dust, and dirt when paint is applied. All knots in wood surfaces shall be covered with shellac immediately before applying the priming coat of paint. Nail holes and permissible imperfections shall be filled with putty. The ready-mixed paint shall be thinned for the priming and body coats in accordance with the manufacturer's recommendations. In the absence of such recommendations, the following shall apply:

a. Body coats (for both wood and steel surfaces) - add ½ pint (0.06 liter) of turpentine to each gallon (liter) of ready-mixed paint for body coats.

b. Finish coats (for both wood and steel surfaces) the ready-mixed paint shall be used as it comes from the container for finish coats.

101-3.14 TESTING. The installation shall be fully tested in operation as a completed unit prior to acceptance. These tests shall include operation of the lamp-changer operation and taking megger and voltage readings. The insulation resistance to ground of the beacon supply circuit shall be not less than 50 megohms. Testing equipment shall be furnished by the Contractor. Tests shall be conducted in the presence of the Engineer and shall be to the Engineer's satisfaction.

METHOD OF MEASUREMENT

101-4.1 The quantity to be paid for shall be the number of beacons installed as completed units in place, accepted, and ready for operation.

BASIS OF PAYMENT

101-5.1 Payment will be made at the contract unit price for each completed and accepted job. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

Item L-101-5.1 Airport Rotating Beacon, in place-per unit

MATERIAL REQUIREMENTS

AC 150/5345-7	Specification for L-824 Underground Cable for Airport Lighting Circuits
AC 150/5345-12	Specification for Airport and Heliport Beacons
FED SPEC J-C-30	Cable and Wire, Electrical (Power, Fixed Installation) (cancelled; replaced by A-A-59544 Cable and Wire, Electrical (Power, Fixed Installation))
FED SPEC TT-E-489	Enamel, Alkyd, Gloss, Low VOC Content
FED SPEC TT-P-664D	Primer Coating, Alkyd, Corrosion-Inhibiting, Lead and Chromate Free, VOC-Compliant
FED SPEC W-P-115	Panel, Power Distribution
FED STD 595	Colors Used in Government Procurement
MIL-P-24441/19B	Paint, Epoxy-Polyamide, Zinc Primer, Formula 159, Type III
Underwriters Laboratories Standard 6	Rigid Metal Conduit
Underwriters Laboratories	Fittings for Conduit and Outlet Boxes

Standard 514	
Underwriters Laboratories Standard 1242	Intermediate Metal Conduit
NFPA-70	National Electric Code
NFPA-780	Standard for the Installation of Lightning Protection Systems
Master Painter's Institute	

END OF ITEM L-101

Item L-102 Hazard Beacons

DESCRIPTION

102-1.1 This item shall consist of furnishing and installing a hazard flashing beacon in accordance with these specifications. This work shall include the mounting, leveling, wiring, servicing, painting, and testing of the beacon and all materials and incidentals necessary to place it in operating condition as a completed unit to the satisfaction of the Engineer. This item shall include a mounting platform if specified in the plans.

EQUIPMENT AND MATERIALS

102-2.1 GENERAL.

a. Airport lighting equipment and materials covered by Federal Aviation Administration (FAA) specifications shall be certified and listed under Advisory Circular (AC) 150/5345-53, Airport Lighting Equipment Certification Program.

b. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification, when requested by the Engineer.

c. Manufacturer's certifications shall not relieve the Contractor of the Contractor's responsibility to provide materials in accordance with these specifications and acceptable to the Engineer. Materials supplied and/or installed that do not materially comply with these specifications shall be removed, when directed by the Engineer and replaced with materials, which do comply with these specifications, at the sole cost of the Contractor.

d. All materials and equipment used to construct this item shall be submitted to the Engineer for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be boldly and clearly made with arrows or circles (highlighting is not acceptable). Contractor is solely responsible for delays in project accruing directly or indirectly from late submissions or resubmissions of submittals.

e. The data submitted shall be sufficient, in the opinion of the Engineer, to determine compliance with the plans and specifications. [The Contractor's submittals shall be neatly bound in a properly sized 3-ring binder, tabbed by specification section.] The Engineer reserves the right to reject any and all equipment, materials or procedures, which, in the Engineer's opinion, does not meet the system design and the standards and codes, specified herein.

f. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least [twelve (12) months] from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

102-2. BEACON. The beacon shall conform to the requirements of AC 150/5345-43, Specification for Obstruction Lighting Equipment.

102-2.3 PANEL BOARDS AND BREAKERS. Panel boards and breakers shall conform to the requirements of Fed. Spec. W-P-115.

102-2.4 WEATHERPROOF CABINETS. Weatherproof cabinets shall conform to National Electrical Manufacturers Association Standards and shall be constructed of steel not less than No. 16 USS gauge.

102-2.5 WIRE. Wire in conduit rated up to 5,000 volts shall conform to AC 150/5345-7, Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits for Rubber Insulated Neoprene Covered Wire, or Fed. Spec. J-C 30, Type RHW, for rubber insulated fibrous covered wire. For ratings up to 600 volts, thermoplastic wire conforming to Fed. Spec. J-C-30, Types TW, THW, and THWN shall be used. The wires shall be of the type, size, number of conductors, and voltage shown in the plans or in the proposal.

102-2.6 CONDUIT. Rigid steel conduit and fittings shall conform to the requirements of Underwriters Laboratories Standard 6, 514, and 1242.

102-2.7 PAINT

a. Priming paint for ungalvanized metal surfaces shall be a high solids alkyd primer conforming to TT-P-664D.

b. Priming paint for galvanized metal surfaces shall be zinc dust-zinc oxide primer paint, conforming to MIL–DTL-24441/19B. If necessary, add not more than ½ pint (0.06 liters) of turpentine to each gallon (liter).

c. Orange paint for the body and the finish coats on metal and wood surfaces shall consist of a ready-mixed non-fading paint meeting the requirements of Fed. Spec. TT-E-489. The color shall be in accordance with Federal Standards 595, Aviation Gloss Orange Number 12197.

d. White paint for body and finish coats on metal and wood surfaces shall be ready-mixed paint conforming to the Master Painter's Institute, Reference #9, Exterior Alkyd, Gloss, VOC Range E2.

e. Priming paint for wood surfaces shall be mixed on the job by thinning the above specified orange or white paint by adding ½ pint (0.06 liters) of raw linseed oil to each gallon (liter).

102-2.8 FLASHER. The beacon flasher shall be a standard commercially available unit designed for the service intended. The mechanism in the flasher shall be designed to flash not more than 40 and not less than 12 flashes per minute. The flashing switch shall be of the mercury contact-type encapsulated in nonbreakable plastic. The entire unit shall be housed in a weatherproof cabinet.

CONSTRUCTION METHODS

102-3.1 PLACING THE BEACON. The beacon shall be mounted on a beacon tower, platform, building roof, or on a pole as shown in the plans.

102-3.2 MOUNTING AND LEVELING. The support to which the beacon is fastened shall be accurately leveled before mounting the beacon.

102-3.3 FLASHER. If shown in plans or specified in job specifications, a separate flashing mechanism for the beacon shall be installed adjacent or near the beacon. The mechanism in this flasher shall be designed to flash not more than 40 and not less than 12 flashes per minute.

102-3.4 MOUNTING PLATFORM. If shown in plans or specified in job specifications, the Contractor shall construct a special mounting platform for the beacon, flasher, and incidental equipment. Design and

materials for the special platform shall be as shown in the plans. This mounting platform may be constructed on top of a steel beacon tower, or wood pole if specified, and shall be as shown in the plans.

102-3.5 WIRING. The Contractor shall furnish all necessary labor and materials and shall make complete aboveground electrical connections in accordance with the wiring diagram furnished with the project plans. The electrical installation shall conform to the requirements of the latest edition of National Fire Protection Association, NFPA-70, National Electric Code.

If underground cable for the power feed from the transformer vault to the beacon site and duct for the installation of this cable is required, the cable, ground rods and duct shall be installed in accordance with and paid for as described in Item L-108, Underground Power Cable for Airports, and Item L-110, Airport Underground Electrical Duct Banks and Conduit.

If lightning protection is specified in the plans or proposals as a part of this item, it shall be in accordance with Item L-103, Airport Beacon Towers, paragraphs 103-2.3.

102-3.6 PANEL AND CABINET. If shown in plans or specified in job specifications, the Contractor shall furnish and install a circuit breaker panel. The panel shall be of the type and rating indicated in the plans, and it shall be mounted in a weatherproof cabinet. The cabinet shall be located near the beacon or as directed by the Engineer.

102-3.7 CONDUIT. All exposed wiring shall be run in not less than ¾ in (19 mm) galvanized rigid steel conduit. No conduit shall be installed on top of a beacon platform floor. All conduit shall be installed to provide for drainage. If mounted on a steel beacon tower, the conduit shall be fastened to the tower members with "wraplock" straps, clamps, or approved fasteners spaced approximately 5 feet (150 cm) apart. Conduit shall be attached to wooden structures with galvanized pipe straps and fastened with galvanized wood screws not less than No. 8 or less than 1-¼ in (31 mm) long. There shall be at least two fastenings for each 10 ft (3 m) length.

102-3.8 BOOSTER TRANSFORMERS. If shown in plans or specified in job specifications, a booster transformer to compensate for voltage drop to the beacon shall be installed in a suitable weatherproof housing under or on the tower platform or at the base of the tower or pole. The installation shall be as indicated in the plans and described in the proposal. If the booster transformer is required for installation remotely from the beacon, it shall be installed in accordance with and paid for [ ].

102-3.9 PHOTOELECTRIC CONTROL. If shown in plans or specified in job specifications, the Contractor shall furnish and install an automatic control switch at the location indicated in the plans. This switch shall be a photoelectric type. It shall be a standard commercially available unit that will energize when the northern sky illuminance falls below 60 foot candles (645.8 lux) but before reaching a level of 35 foot candles (367.7 lux). The photoelectric switch should de-energize when the northern sky illuminance rises to a level of not more than 60 foot candles (645.9 lux). It shall be installed, connected, and adjusted in accordance with the manufacturer's instruction.

102-3.10 PAINTING. Wood poles and wooden parts of mounting platforms shall be given one priming coat of white or aviation-orange paint after fabrication but before erection and one body and one finish coat of aviation-orange paint after erection. Steel mounting platforms shall be given one priming coat of corrosion-inhibiting primer before erection and one body and one finish coat of aviation-orange paint after erection. All equipment under this contract and exposed to the weather shall be given one body and one finish coat of aviation-orange or white paint as required. This shall include beacon (except glass surfaces), breaker cabinet, and all conduit and transformer cases. It shall not include air terminals.

The paint shall be applied uniformly in the proper consistency by skilled painters. The finished paint shall be free from sags, holidays, and smears. Each coat of paint shall be given ample time to dry and harden before the next coat of paint is applied. A minimum of 3 days shall be allowed for drying on wood

surfaces and a minimum of 4 days shall be allowed for drying on metal surfaces. Painting shall not be done in cold, damp, foggy, dusty, or frosty atmospheres, or when air temperature is below 40° F (4° C), nor started when the weather forecast indicates such conditions for the day.

All surfaces shall be cleaned before painting. The surfaces shall be dry and free from scale, grease, rust, dust, and dirt when paint is applied. All knots in wood surfaces shall be covered with shellac immediately before applying the priming coat of paint. Nail holes and permissible imperfections shall be filled with putty.

The ready-mixed paint shall be thinned for the priming and body coats in accordance with the manufacturer's recommendations. In the absence of such recommendations, the following shall apply:

a. Body coats (for both wood and steel surfaces) - add ½ pint (0.06 liters) of turpentine to each gallon (liter) of ready-mixed paint for body coats.

b. Finish coats (for both wood and steel surfaces) - the ready-mixed paint shall be used as it comes from the container for finish coats.

102-3.11 TESTING. The installation shall be tested in operation as a completed unit prior to acceptance. Tests shall include taking megger and voltage readings. The voltage tolerance for testing shall be as specified by the beacon manufacturer. Testing equipment shall be furnished by the Contractor. The insulation resistance to ground of the beacon supply circuit shall be not less than 50 megohms when measured ungrounded.

Tests shall be conducted in the presence of the Engineer and shall be to the Engineer's satisfaction.

METHOD OF MEASUREMENT

102-4.1 The quantity to be paid for shall be the number of beacons installed as completed units in place, accepted, and ready for operation.

BASIS OF PAYMENT

102-5.1 Payment will be made at the contract unit price for each completed and accepted job. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

Item L-102-5.1	Hazard Beacon, in place-per unit

MATERIAL REQUIREMENTS

AC 150/5345-7	Specification For L-824 for Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-43	Specification for Obstruction Lighting Equipment
FED SPEC J-C-30	Cable and Wire, Electrical (Power, Fixed Installation) (cancelled; replaced by AA-59544 Cable and Wire, Electrical (Power, Fixed Installation))

FED SPEC TT-E-489	Enamel, Alkyd, Gloss, Low VOC Content
FED SPEC TT-P-664D	Primer Coating, Alkyd, Corrosion-Inhibiting, Lead and Chromate Free, VOC-Compliant
MIL-DTL-24441/19B	Paint, Epoxy-Polyamide, Zinc Primer, Formula 159, Type III
FED SPEC W-P-115	Panel, Power Distribution
FED STD 595	Colors Used in Government Procurement
Underwriters Laboratories Standard 6	Rigid Metal Conduit
Underwriters Laboratories Standard 514	Fittings for Conduit and Outlet Boxes
Underwriters Laboratories Standard 1242	Intermediate Metal Conduit
NFPA-70	National Electric Code
NFPA-780	Standard for the Installation of Lightning Protection Systems
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END OF ITEM L-102

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Item L-103 Airport Beacon Towers

DESCRIPTION

103-1.1 This item shall consist of furnishing and installing an airport beacon tower of the type shown in the plans, in accordance with these specifications. This work shall include the clearing of the site, erection of the tower, installation of lightning protection, painting, and all incidentals necessary to place it in operating condition as a completed unit to the satisfaction of the Engineer.

EQUIPMENT AND MATERIALS

103-2.1 GENERAL.

a. All equipment and materials covered by referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the Engineer.

b. Manufacturer's certifications shall not relieve the Contractor of the Contractor's responsibility to provide materials in accordance with these specifications and acceptable to the Engineer. Materials supplied and/or installed that do not materially comply with these specifications shall be removed, when directed by the Engineer and replaced with materials, which do comply with these specifications, at the sole cost of the Contractor.

c. All materials and equipment used to construct this item shall be submitted to the Engineer for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be boldly and clearly made with arrows or circles (highlighting is not acceptable). Contractor is solely responsible for delays in project accruing directly or indirectly from late submissions or resubmissions of submittals.

d. The data submitted shall be sufficient, in the opinion of the Engineer, to determine compliance with the plans and specifications. [The Contractor's submittals shall be neatly bound in a properly sized 3-ring binder, tabbed by specification section.] The Engineer reserves the right to reject any and all equipment, materials or procedures, which, in the Engineer's opinion, does not meet the system design and the standards and codes, specified herein.

e. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least [twelve (12) months] from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

103-2.2 TOWER. The beacon tower shall conform to the requirements of Advisory Circular (AC) 150/5340-30, Design and Installation Details for Airport Visual Aids, Chapter 6.

103-2.3 LIGHTNING PROTECTION. Lightning protection shall comply with NFPA-780, Standard for the Installation of Lightning Protection Systems. All materials shall comply with Class II requirements regardless of tower height. Ground rods and underground cables shall be installed in accordance with and paid for as described in Item L-108, Underground Power Cable for Airports.

103-2.4 PAINT.

a. Priming paint for galvanized steel towers shall be zinc dust-zinc oxide primer paint conforming to MIL-DTL-24441/19B. If necessary, add not more than 1/2 pint (0.06 liter) of turpentine to each gallon (liter).

b. Priming paint for ungalvanized steel towers shall be a high solids alkyd primer conforming to the Master Painter's Institute, Reference #9, Exterior Alkyd, Gloss, VOC Range E2.

c. Orange paint for the body and finished coats on metal and wood surfaces shall consist of a ready-mixed non-fading paint meeting the requirements of Fed. Spec. TT-E-489. The color shall be in accordance with Federal Standard 595, Aviation Gloss Orange Number 12197.

d. White paint for steel tower shall be ready-mixed paint conforming to Commercial Item Description A-A-3067.

CONSTRUCTION METHODS

103-3.1 CLEARING AND GRADING. The site on which the beacon tower is to be erected shall be cleared and leveled. All trees and brush shall be removed from the area within a distance of 25 feet (7.5 m) from the tower or as called for in the plans. Stumps shall be removed to a depth of 18 in (45 cm) below finished grade and the excavation filled with earth and tamped. If a transformer vault or other structure is included as part of the installation, the area shall be cleared to a distance of 25 feet (7.5 m) from these structures. The ground near the tower shall be leveled to permit the operation of mowing machines. The leveling shall extend at least 2 feet (60 cm) outside the tower legs. All debris removed from the tower site shall be disposed of by the Contractor to the satisfaction of the Engineer and in accordance with Federal, state, or local regulations.

103-3.2 EXCAVATION AND FILL. Excavation for the tower footings shall be carried to a minimum of 4 in (100 mm) below the footing depth. The excess excavation below the footing depth shall then be backfilled with gravel or crushed stone and compacted to the required level. The footing plates shall be installed, and a thickness of not less than 18 in (45 cm) of the same gravel or crushed stone shall be placed immediately above the footing plates in layers of not over 6 in (150 mm). Each layer above the footing plates shall be thoroughly tamped in place. The remainder of the backfill may be of excavated earth placed in layers not to exceed 6 in (150 mm). Each layer shall be thoroughly compacted by tamping.

Where solid rock is encountered, which prevents the carrying of the foundation legs to the required depth but which is of sufficient strength to use holddown bolts, the tower anchor posts shall be cut off at the required length and the holddown bolts shall be installed as indicated in the plans with the approval of the Engineer. Each tower leg shall be anchored to the rock by means of two 7/8 in (21 mm) diameter by 3 ft (90 cm) long expansion or split bolts and shall be grouted with neat Portland cement into holes drilled into the natural rock. Except as required for rock foundations, the footing members shall not be cut off or shortened. If excavated material is of such character that it will not readily compact when backfilled, the Engineer may order the excavation backfilled with concrete or other suitable material.

The concrete footing for tubular beacon towers shall be installed in accordance with the manufacturer's recommendations. Portions of the footing in the topsoil layer shall not be included in the footing height.

103-3.3 ERECTION. Detail erection drawings furnished by the manufacturer shall be strictly followed during construction. All towers shall be erected in sections from the ground up unless otherwise specified. In final assembly, all bolts and fastenings shall be installed, and the structure shall be plumb, true, square, and level. Nuts shall be taken up to a firm bearing after which the bolts shall, if necessary, be cut to proper length to protrude three full threads. Approved locknuts shall be placed on each bolt over the regular nut. Ladder bolts shall be inserted with the head to the outer face of the tower. Diagonal, leg, and handrail bolts shall be installed with nuts on the outer face of the tower, unless otherwise specified. Bent parts shall be straightened before erection without damage to the protective coating. Surfaces abraded or bared of protective coating shall be painted with the proper priming paint as specified in these specifications.

The Contractor shall install the ladder on the side of the tower adjacent to the driveway or most accessible approach to the tower. Tubular beacon towers shall be erected in accordance with the manufacturer's recommendations. The safety cable shall be located on the side of the tower adjacent to the driveway or most accessible approach to the tower.

103-3.4 LIGHTNING PROTECTION. The Contractor shall furnish and install an air terminal, down conductor, and at least one ground plate or rod for each beacon tower or as indicated in the plans. The air terminal shall be installed at the top of the tower with the tip of the rod extending not less than 6 in (150 mm) above the top of the beacon.

Down-conductor cables shall be securely fastened to the surface of the tower leg at 5 ft (150 cm) intervals with suitable bronze fasteners having bronze or noncorrosive metal bolts. Sharp turns or bends in the down conductor will not be permitted.

All connections of cable to cable, cable to air terminals, and cable to ground plates or rods shall be made with solderless connectors or noncorrosive metal approved by the engineer and shall be of substantial construction.

The down-conductor cable shall be securely attached to ground rods or plates placed at least 2 feet (60 cm) away from the tower foundations. The ground rod shall be driven into the ground so that the top is at least 6 in (150 mm) below grade. The down-conductor shall be firmly attached to the ground plate or rod by means of a ground connector or clamp. Plates shall be embedded in the area of permanent moisture.

The complete lightning protection installation shall be accomplished to the satisfaction of the Engineer. The resistance to ground of any part of the lightning protection system shall not exceed 25 ohms.

103-3.5 PAINTING. The Contractor shall furnish all materials and labor for painting the beacon tower. The color scheme for the steel tower shall be as shown in the plans.

a. Parts to be Painted. Tower parts (except those parts to be exposed to earth) shall not be treated or primed before erection. All tower parts placed below ground level or within 12 in (300 mm) above ground level shall be given two coats of approved bituminous paint.

The paint shall be applied uniformly in the proper consistency by skilled painters. The finished paint shall be free from sags, holidays, and smears. Division lines between colors shall be sharply defined. Each coat of paint shall be given ample time to dry and harden before the next coat is applied. A minimum of 4 days shall be allowed for drying on metal surfaces. Painting shall not be done in cold, damp, foggy, dusty, or frosty atmospheres, or when air temperature is below 40° F (4° C), nor started when the weather forecast indicates such conditions for the day.

All surfaces shall be cleaned before painting. The surfaces shall be dry and free from scale, grease, rust, dust, and dirt when paint is applied.

The number of coats of paint applied shall be in accordance with the following instructions:

b. Steel Towers, Galvanized. One priming coat of zinc dust-zinc oxide primer after erection and one body and one finish of white or orange paint (as required by the color scheme) shall be applied after erection.

c. Steel Towers, Not Galvanized. One priming coat of corrosion-inhibiting primer and one body and one finish coat of white or orange paint (as required by the color scheme) shall be applied after erection.

The above specified orange and white ready-mixed paints shall be thinned for the body coats in accordance with the manufacturer's recommendations. In the absence of such recommendations, the following shall apply:

d. Body Coats. Add not more than 1/2 pint (0.06 liters) of turpentine to each gallon (liter) of ready-mixed paint for body coats.

e. Finish Coats. The ready-mixed paint shall be used as it comes from the container for finish coats.

METHOD OF MEASUREMENT

103-4.1 The quantity to be paid for under this item shall be the number of airport beacon towers installed as completed units in place, accepted, and ready for operation.

BASIS OF PAYMENT

103 5.1 Payment will be made at the contract unit price for each completed and accepted job. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

Item L-103-5.1 Beacon Tower, in place-per unit

MATERIAL REQUIREMENTS

AC 150/5340-30	Design and Installation Details for Airport Visual Aids
FED SPEC TT-E-489	Enamel, Alkyd, Gloss, Low VOC Content
FED STD 595	Colors Used in Government Procurement
MIL-DTL-24441/19B	Paint, Epoxy-Polyamide, Zinc Primer, Formula 159, Type III
NFPA-780	Standard for the Installation of Lightning Protection Systems

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Item L-107 Airport 8-Foot and 12-Foot Wind Cones

DESCRIPTION

107-1.1 This item shall consist of furnishing and installing an airport wind cone in accordance with these specifications and in accordance with the dimensions, design, and details shown in the plans.

The work shall include the furnishing and installation of a support for mounting the wind cone, the specified wire, and a concrete foundation. The item shall also include all cable connections, conduit and conduit fittings, the furnishing and installation of all lamps, ground rod and ground connection, the testing of the installation, and all incidentals necessary to place the wind cone in operation as a completed unit to the satisfaction of the Engineer.

EQUIPMENT AND MATERIALS

107-2.1 GENERAL.

a. Airport lighting equipment and materials covered by Federal Aviation Administration (FAA) specifications shall be certified and listed under Advisory Circular (AC) 150/5345-53, Airport Lighting Equipment Certification Program.

b. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the Engineer.

c. Manufacturer's certifications shall not relieve the Contractor of the Contractor's responsibility to provide materials in accordance with these specifications and acceptable to the Engineer. Materials supplied and/or installed that do not materially comply with these specifications shall be removed, when directed by the Engineer and replaced with materials, which do comply with these specifications, at the sole cost of the Contractor.

d. All materials and equipment used to construct this item shall be submitted to the Engineer for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be boldly and clearly made with arrows or circles (highlighting is not acceptable). Contractor is solely responsible for delays in project accruing directly or indirectly from late submissions or resubmissions of submittals.

e. The data submitted shall be sufficient, in the opinion of the Engineer, to determine compliance with the plans and specifications. [The Contractor's submittals shall be neatly bound in a properly sized 3-ring binder, tabbed by specification section.] The Engineer reserves the right to reject any and all equipment, materials or procedures, which, in the Engineer's opinion, does not meet the system design and the standards and codes, specified herein.

f. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least [twelve (12) months] from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

107-2.2 WIND CONES. The 8-foot (240 cm) and 12-foot (3.5 m) wind cones and assemblies shall conform to the requirements of AC 150/5345-27, Specification for Wind Cone Assemblies.

107-2.3 WIRE. Wire in conduit rated up to 5,000 volts shall conform to AC 150/5345-7, Specification for L-824 Underground Cable for Airport Lighting Circuits for Rubber Insulated Neoprene Covered Wire, or Fed. Spec. J-C-30, Type RHW, for rubber insulated fibrous covered wire. For ratings up to 600 volts, thermoplastic wire conforming to Fed. Spec. J-C-30, Types TW, THW, and THWN, shall be used. The wires shall be of the type, size, number of conductors, and voltage shown in the plans or in the proposal.

107-2.4 CONDUIT. Rigid steel conduit and fittings shall conform to the requirements of Underwriters Laboratories Standard 6, 514, and 1242.

107-2.5 PLASTIC CONDUIT (for use below grade only). Plastic conduit and fittings-shall conform to the requirements of Fed. Spec. W--C-1094 and Underwriters Laboratories Standards UL-651 and shall be one of the following, as shown in the plans:

a. Type I–Schedule 40 PVC suitable for underground use either direct-buried or encased in concrete.

b. Type II–Schedule 40 PVC suitable for either above ground or underground use.

Plastic conduit adhesive shall be a solvent cement manufactured specifically for the purpose of gluing the specific type of plastic conduit and fitting.

107-2.6 CONCRETE. The concrete for foundations shall be proportioned, placed, and cured in accordance with Item P-610, Structural Portland Cement Concrete.

107-2.7 PAINT.

a. Priming paint for ungalvanized metal surfaces shall be a high solids alkyd primer conforming to TT-P-664D.

b. Priming paint for galvanized metal surfaces shall be zinc dust-zinc oxide primer paint conforming to MIL-DTL-24441/19B. If necessary, add not more than ½ pint (0.06 liter) of turpentine to each gallon (liter).

c. Orange paint for the body and the finish coats on metal and wood surfaces shall consist of a ready-mixed non-fading paint meeting the requirements of Fed. Spec. TT-E-489. The color shall be in accordance with Federal Standards 595, Aviation Gloss Orange Number 12197.

d. White paint for body and finish coats on metal and wood surfaces shall be ready-mixed paint conforming to the Master Painter's Institute, Reference #9, Exterior Alkyd, Gloss, VOC Range E2.

e. Priming paint for wood surfaces shall be mixed on the job by thinning the above specified aviation-orange or white paint by adding ½ pint (0.06 liter) of raw linseed oil to each gallon (liter).

CONSTRUCTION METHODS

107-3.1 INSTALLATION. The hinged support or hinged pole shall be installed on a concrete foundation as shown in the plans.

107-3.2 POLE ERECTION. The Contractor shall erect the pole on the foundation following the manufacturer's requirements and erection details. The pole shall be level and secure.

107-3.3 ELECTRICAL CONNECTION. The Contractor shall furnish all labor and materials and shall make complete electrical connections in accordance with the wiring diagram furnished with the project plans. The electrical installation shall conform to the requirements of the latest edition of National Fire Protection Association, NFPA-70, National Electric Code.

If underground cable from the transformer vault to the wind cone site and duct for this cable installation is required, the cable and duct shall be installed in accordance with and paid for as described in Item L-108, Underground Power Cables for Airports, and Item L-110, Airport Underground Electrical Duct Banks and Conduits.

107-3.4 BOOSTER TRANSFORMER. If shown in plans or specified in job specifications, a booster transformer to compensate for voltage drop to the lamps shall be installed in a suitable weatherproof housing. The booster transformer shall be installed as indicated in the plans and described in the proposal. If the booster transformer is required for installation remotely from the wind cone, it shall be installed in accordance with and paid for [ ].

107-3.5 GROUND CONNECTION AND GROUND ROD. The Contractor shall furnish and install a ground rod, grounding cable, and ground clamps for grounding the "A" frame of the 12 ft (3.5 m) assembly or pipe support of the 8 ft (240 cm) support near the base. The ground rod shall be of the type, diameter and length specified in Item L-108, Underground Power Cable for Airports. The ground rod shall be driven into the ground adjacent to the concrete foundation (minimum distance from foundation of 2 feet) so that the top is at least 6 in (150 mm) below grade. The grounding cable shall consist of No. 4 AWG minima bare stranded copper wire or larger and shall be firmly attached to the ground rod by exothermic welding. The other end of the grounding cable shall be securely attached to a leg of the frame or to the base of the pipe support with non-corrosive metal and shall be of substantial construction. The resistance to ground shall not exceed 25 ohms.

107-3.6 PAINTING. Three coats of paint shall be applied (one prime, one body, and one finish) to all exposed material installed under this item except the fabric cone, obstruction light globe, and lamp reflectors. The wind cone assembly, if painted on receipt, shall be given one finish coat of paint in lieu of the three coats specified above. The paint shall meet the requirements of Fed. Spec. TT-E-489. The color shall be in accordance with Federal Standard 595, Aviation Gloss Orange Number 12197.

107-3.7 LAMPS. The Contractor shall furnish and install lamps as specified by the manufacturer.

107-3.8 CHAIN AND PADLOCK. The Contractor shall furnish and install a suitable operating chain for lowering and raising the hinged top section. The chain shall be attached to the pole support in a manner to prevent the light fixture assembly from striking the ground in the lowered position.

A padlock shall also be furnished by the Contractor on the 8-foot (240 cm) wind cone for securing the hinged top section to the fixed lower section. Keys for the padlock shall be delivered to the Engineer.

METHOD OF MEASUREMENT

107-4.1 The quantity to be paid for shall be the number of wind cones installed as completed units in place, accepted, and ready for operation.

BASIS OF PAYMENT

107-5.1 Payment will be made at the contract unit price for each completed and accepted job. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

Item L-107-5.1	12-Foot (3.5 m) Wind Cone, in place-per unit
Item L-107-5.2	8-Foot (240 cm) Wind Cone, in place-per unit

MATERIAL REQUIREMENTS

AC 150/5345-7	Specification for L-824 Underground Cable for Airport Lighting Circuits
AC 150/5345-27	Specification for Wind Cone Assemblies
FED SPEC TT-E-489	Enamel, Alkyd, Gloss, Low VOC Content
FED SPEC J-C-30	Cable and Wire, Electrical (Power, Fixed Installation) (cancelled; replaced by AA-59544 Cable and Wire, Electrical (Power, Fixed Installation))
FED SPEC W-P-115	Panel, Power Distribution
FED STD 595	Colors Used in Government Procurement
MIL-DTL-24441/20	Paint, Epoxy-Polyamide, Green Primer, Formula 150, Type III
Underwriters Laboratories Standard 6	Rigid Metal Conduit
Underwriters Laboratories Standard 514	Fittings For Conduit and Outlet Boxes
Underwriters Laboratories Standard 1242	Intermediate Metal Conduit
NFPA-70	National Electric Code
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END OF ITEM L-107

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Item L-108 Underground Power Cable for Airports

DESCRIPTION

108-1.1 This item shall consist of furnishing and installing power cables direct buried and furnishing and/or installing power cables within conduit or duct banks in accordance with these specifications at the locations shown on the plans. It includes excavation and backfill of trench for direct-buried cables only. Also included are the installation of counterpoise wires, ground wires, ground rods and connections, cable splicing, cable marking, cable testing, and all incidentals necessary to place the cable in operating condition as a completed unit to the satisfaction of the Engineer. This item shall not include the installation of duct banks or conduit, trenching and backfilling for duct banks or conduit, or furnishing or installation of any cable for FAA facilities. Requirements and payment for trenching and backfilling for the installation of underground conduit and duct banks is covered under Item L-110 "Airport Underground Electrical Duct Banks and Conduits."

EQUIPMENT AND MATERIALS

108-2.1 GENERAL.

a. Airport lighting equipment and materials covered by Federal Aviation Administration (FAA) specifications shall be approved under the Airport Lighting Equipment Certification Program described in Advisory Circular (AC) I50/5345-53, current version.

b. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification, when requested by the Engineer.

c. Manufacturer's certifications shall not relieve the Contractor of the Contractor's responsibility to provide materials in accordance with these specifications and acceptable to the Engineer. Materials supplied and/or installed that do not materially comply with these specifications shall be removed, when directed by the Engineer and replaced with materials, which do comply with these specifications, at the sole cost of the Contractor.

d. All materials and equipment used to construct this item shall be submitted to the Engineer for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be boldly and clearly made with arrows or circles (highlighting is not acceptable). Contractor is solely responsible for delays in project accruing directly or indirectly from late submissions or resubmissions of submittals.

e. The data submitted shall be sufficient, in the opinion of the Engineer, to determine compliance with the plans and specifications. [The Contractor's submittals shall be neatly bound in a properly sized 3-ring binder, tabbed by specification section.] The Engineer reserves the right to reject any and all equipment, materials or procedures, which, in the Engineer's opinion, does not meet the system design and the standards and codes, specified herein.

f. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least [twelve (12) months] from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner. The Contractor shall be responsible to maintain an insulation resistance of 50 megohms minima, (1000 V megger) with isolation transformers connected in new circuits and new segments of existing circuits through the end of the contract warranty period.

108-2.2 CABLE. Underground cable for airfield lighting facilities (runway and taxiway lights and signs) shall conform to the requirements of AC 150/5345-7, Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits. Conductor sizes noted above shall not apply to leads furnished by manufacturers on airfield lighting transformers and fixtures.

Wire for electrical circuits up to 600 volts shall comply with Specification L-824 and/or Federal Specification J-C-30 and shall be type THWN-2.

Cable type, size, number of conductors, strand and service voltage shall be as specified on the plans.

108-2.3 BARE COPPER WIRE (COUNTERPOISE, BARE COPPER WIRE GROUND AND GROUND RODS). Wire for counterpoise or ground installations for airfield lighting systems shall be No. 6 AWG solid for counterpoise and or No. 6 AWG stranded for ground wire conforming to ASTM B 3 and ASTM B 8, and shall be **[bare copper wire] [tinned copper]** conforming to the requirements of ASTM D 33.

Ground rods shall be **[solid stainless steel] [copper] or [copper-clad steel]**. The ground rods shall be of the length and diameter specified on the plans, but in no case shall they be less than 8-feet (240 cm) long nor less than 5/8 in (15 mm) in diameter.

108-2.4 CABLE CONNECTIONS. In-line connections of underground primary cables shall be of the type called for on the plans, and shall be one of the types listed below. No separate payment will be made for cable connections.

a. The Cast Splice. A cast splice, employing a plastic mold and using epoxy resin equivalent to that manufactured by Minnesota Mining and Manufacturing Company, "Scotchcast" Kit No. 82--B, or as manufactured by Hysol® Corporation, "Hyseal Epoxy Splice" Kit No. E1135, or equivalent, is used for potting the splice is acceptable.

b. The Field-attached Plug-in Splice. Figure 3 of AC 150/5345-26, Specification for L-823 Plug and Receptacle, Cable Connectors, employing connector kits, is acceptable for field attachment to single conductor cable. It shall be the Contractor's responsibility to determine the outside diameter of the cable to be spliced and to furnish appropriately sized connector kits and/or adapters and heat shrink tubing with integral sealant.

c. The Factory-Molded Plug-in Splice. Specification for L-823 Connectors, Factory-Molded to Individual Conductors, is acceptable.

d. The Taped or Heat-Shrinked Splice. Taped splices employing field-applied rubber, or synthetic rubber tape covered with plastic tape is acceptable. The rubber tape should meet the requirements of ASTM D 4388 and the plastic tape should comply with Mil Spec. MIL-I-24391 or Fed. Spec. A-A-55809.

Heat shrinkable tubing shall be heavy-wall, self-sealing tubing rated for the voltage of the wire being spliced and suitable for direct-buried installations. The tubing shall be factory coated with a thermoplastic adhesive-sealant that will adhere to the insulation of the wire being spliced forming a moisture- and dirt-proof seal. Additionally, heat shrinkable tubing for multi-conductor cables, shielded cables, and armored cables shall be factory kits designed for the application. Heat shrinkable tubing and tubing kits shall be manufactured by Tyco Electronics/ Raychem Corporation, Energy Division, or approved equivalent.

In all the above cases, connections of cable conductors shall be made using crimp connectors using a crimping tool designed to make a complete crimp before the tool can be removed. All L-823/L-824 splices and terminations shall be made in accordance with the manufacturer's recommendations and listings.

All connections of counterpoise, grounding conductors and ground rods shall be made by the exothermic process or approved equivalent, except the base can ground clamp connector shall be used for attachment to the base can. All exothermic connections shall be made in accordance with the manufacturer's recommendations and listings.

108-2.5 SPLICER QUALIFICATIONS. Every airfield lighting cable splicer shall be qualified in making cable splices and terminations on cables rated above 5,000 volts AC. The Contractor shall submit to the Engineer proof of the qualifications of each proposed cable splicer for the cable type and voltage level to be worked on. Cable splicing/terminating personnel shall have a minimum of three (3) years continuous experience in terminating/splicing medium voltage cable.

108-2.6 CONCRETE. Concrete for cable markers shall conform to Specification Item P-610, "Structural Portland Cement Concrete."

108-2.7 FLOWABLE BACKFILL. Flowable material used to backfill trenches for power cable trenches shall conform to the requirements of Item P-153 "Controlled Low Strength Material".

108-2.8 CABLE IDENTIFICATION TAGS. Cable identification tags shall be made from a non-corrosive material with the circuit identification stamped or etched onto the tag. The tags shall be of the type as detailed on the plans.

108-2.9 TAPE. Electrical tapes shall be Scotch Electrical Tapes – number Scotch 88 (1-1/2" wide) and Scotch 130C linerless rubber splicing tape (2" wide), as manufactured by the Minnesota Mining and Manufacturing Company, or approved equivalent.

108-2.10 ELECTRICAL COATING. Scotchkote™ shall be as manufactured by Minnesota Mining and Manufacturing Company, or approved equivalent.

108-2.11 EXISTING CIRCUITS. Whenever the scope of work requires, connection to an existing circuit, the circuit's insulation resistance shall be tested, in the presence of the Engineer. The test shall be performed in accordance with this item and prior to any activity affecting the respective circuit. The Contractor shall record the results on forms acceptable to the engineer. When the work affecting the circuit is complete, the circuit's insulation resistance shall be checked again, in the presence of the Engineer. The Contractor shall record the results on forms acceptable to the engineer. The second reading shall be equal to or greater than the first reading or the Contractor shall make the necessary repairs to the circuit to bring the second reading above the first reading. All repair costs including a complete replacement of the L-823 connectors, L-830 transformers and L-824 cable, if necessary, shall be borne by the Contractor. All test results shall be submitted in the Operation and Maintenance (O&M) Manual.

CONSTRUCTION METHODS

108-3.1 GENERAL. The Contractor shall install the specified cable at the approximate locations indicated on the plans. Unless otherwise shown on the plans, all cable required to cross under pavements expected to carry aircraft loads shall be installed in concrete encased duct banks. Wherever possible, cable shall be run without splices, from connection to connection.

Cable connections between lights will be permitted only at the light locations for connecting the underground cable to the primary leads of the individual isolation transformers. The Contractor shall be responsible for providing cable in continuous lengths for home runs or other long cable runs without connections, unless otherwise authorized in writing by the Engineer or shown on the plans.

In addition to connectors being installed at individual isolation transformers, L-823 cable connectors for maintenance and test points shall be installed at locations shown on the plans. Cable circuit identification markers shall be installed on both sides of the L-823 connectors installed or at least once in each access point where L-823 connectors are not installed.

Provide not less than 3 feet of cable slack on each side of all connections, isolation transformers, light units, and at points where cable is connected to field equipment. Where provisions must be made for testing or for future above grade connections, provide enough slack to allow the cable to be extended at least 1 ft vertically above the top of the access structure. This requirement also applies where primary cable passes through empty base cans, junction and access structures to allow for future connections, or as designated by the Engineer.

108-3.2 INSTALLATION IN DUCT BANKS OR CONDUITS. This item includes the installation of the cable in duct banks or conduit as described below. The maximum number and voltage ratings of cables installed in each single duct or conduit, and the current-carrying capacity of each cable shall be in accordance with the latest National Electric Code, or the code of the local agency or authority having jurisdiction.

The Contractor shall make no connections or splices of any kind in cables installed in conduits or duct banks.

Unless otherwise designated in the plans, where ducts are in tiers, use the lowest ducts to receive the cable first, with spare ducts left in the upper levels. Check duct routes prior to construction to obtain assurance that the shortest routes are selected and interferences are avoided.

Duct banks or conduits shall be installed as a separate item in accordance with Item L-110, "Airport Underground Electrical Duct Banks and Conduit." The Contractor shall run a mandrel through duct banks or conduit prior to installation of cable to insure that the duct bank or conduit is open, continuous and clear of debris. Mandrel size shall be compatible with conduit size. The Contractor shall swab out all conduits/ducts and clean base can, manhole, etc. interiors IMMEDIATELY prior to pulling cable. Once cleaned and swabbed the base cans and all accessible points of entry to the duct/conduit system shall be kept closed except when installing cables. Cleaning of ducts, base cans, manholes, etc. is incidental to the pay item of the item being cleaned. All raceway systems left open, after initial cleaning, for any reason shall be recleaned at the Contractor's expense. All accessible points shall be kept closed when not installing cable. The Contractor shall verify existing ducts proposed for use in this project as clear and open. The Contractor shall notify the Engineer of any blockage in the existing ducts. The cable shall be installed in a manner to prevent harmful stretching of the conductor, injury to the insulation, or damage to the outer protective covering. The ends of all cables shall be sealed with moisture-seal tape providing moisture-tight mechanical protection with minimum bulk, or alternately, heat shrinkable tubing before pulling into the conduit and it shall be left sealed until connections are made. Where more than one cable is to be installed in a conduit, all cable shall be pulled in the conduit at the same time. The pulling of a cable through duct banks or conduits may be accomplished by hand winch or power winch with the use of

cable grips or pulling eyes. Maximum pulling tensions shall be governed by cable manufacturer's recommendations. A non-hardening lubricant recommended for the type of cable being installed shall be used where pulling lubricant is required.

Contractor shall submit pulling tension values to the Engineer prior to any cable installation. If required by the Engineer, pulling tension values for cable pulls shall be monitored by a dynamometer in the presence of the Engineer. Cable pull tensions shall be recorded by the Contractor and reviewed by the Engineer. Cables exceeding the maximum allowable pulling tension values shall be removed and replaced by the Contractor at the Contractor's expense.

The manufacturer's minimum bend radius or the NEC requirements whichever is more restrictive shall apply. Cable installation, handling and storage shall be per manufacturer's recommendations. During cold weather, particular attention shall be paid to the manufacturer's minimum installation temperature. Cable shall not be installed when the temperature is at or below the manufacturer's minimum installation temperature. At the Contractor's option, the Contractor may submit a plan, for review by the Engineer, for heated storage of the cable and maintenance of an acceptable cable temperature during installation when temperatures are below the manufacturer's minimum cable installation temperature.

Cable shall not be dragged across base can or manhole edges, pavement or earth. When cable must be coiled, lay cable out on a canvas tarp or use other appropriate means to prevent abrasion to the cable jacket.

108-3.3 INSTALLATION OF DIRECT-BURIED CABLE IN TRENCHES. Unless otherwise specified, the Contractor shall not use a cable plow for installing the cable. Cable shall be unreeled uniformly in place alongside or in the trench and shall be carefully placed along the bottom of the trench. The cable shall not be unreeled and pulled into the trench from one end. Slack cable sufficient to provide strain relief shall be placed in the trench in a series of S curves. Sharp bends or kinks in the cable shall not be permitted.

Where cables must cross over each other, a minimum of 3 in vertical displacement shall be provided with the topmost cable depth at or below the minimum required depth below finished grade.

Primary airfield lighting cables installed shall have cable circuit identification markers attached on both sides of each L-823 connector and on each airport lighting cable entering or leaving cable access points, such as manholes, handholes, pull boxes, junction boxes, etc. Markers shall be of sufficient length for imprinting the cable circuit identification legend on one line, using letters not less than ¼ in in size. The cable circuit identification shall match the circuits noted on the construction plans.

a. Trenching. Where turf is well established and the sod can be removed, it shall be carefully stripped and properly stored. Trenches for cables may be excavated manually or with mechanical trenching equipment. Walls of trenches shall be essentially vertical so that a minimum of surface is disturbed. Graders shall not be used to excavate the trench with their blades. The bottom surface of trenches shall be essentially smooth and free from coarse aggregate. Unless otherwise specified, cable trenches shall be excavated to a minimum depth of 18 in below finished grade, except as follows:

(1) When off the airport or crossing under a roadway or driveway, the minimum depth shall be 36 in unless otherwise specified.

(2) Minimum cable depth when crossing under a railroad track, shall be 42 in unless otherwise specified.

Dewatering necessary for cable installation, erosion and turbidity control, in accordance with Federal, State, and Local requirements is incidental to its respective pay items as part of Item L-108. The cost of all excavation regardless of type of material encountered, shall be included in the unit price bid for the L-108 Item.

The Contractor shall excavate all cable trenches to a width not less than 6 in. Unless otherwise specified on the plans, all cables in the same location and running in the same general direction shall be installed in the same trench.

When rock is encountered, the rock shall be removed to a depth of at least 3 in below the required cable depth and it shall be replaced with bedding material of earth or sand containing no mineral aggregate particles that would be retained on a 1/4 in sieve. Flowable backfill material may alternatively be used. The Contractor shall ascertain the type of soil or rock to be excavated before bidding. All such rock removal shall be performed and paid for under Item P-152.

Duct bank or conduit markers temporarily removed for trench excavations shall be replaced as required.

It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation. Where existing active cables cross proposed installations, the Contractor shall insure that these cables are adequately protected. Where crossings are unavoidable, no splices will be allowed in the existing cables, except as specified on the plans. Installation of new cable where such crossings must occur shall proceed as follows:

(1) Existing cables shall be located manually. Unearthed cables shall be inspected to assure absolutely no damage has occurred.

(2) Trenching, etc., in cable areas shall then proceed, with approval of the Engineer, with care taken to minimize possible damage or disruption of existing cable, including careful backfilling in area of cable.

In the event that any previously identified cable is damaged during the course of construction, the Contractor shall be responsible for the complete repair or replacement.

b. Backfilling. After the cable has been installed, the trench shall be backfilled. The first layer of backfill in the trench shall be 3 in deep, loose measurement, and shall be either earth or sand containing no mineral aggregate particles that would be retained on a 1/4 in sieve. This layer shall not be compacted. The second layer shall be 5 in deep, loose measurement, and shall contain no particles that would be retained on a 1 in sieve. The remaining 3rd and subsequent layers of backfill shall not exceed 8 in of loose measurement and be excavated or imported material and shall not contain stone or aggregate larger than 4 in maximum diameter.

The second and subsequent layers shall be thoroughly tamped and compacted to at least the density of the adjacent undisturbed soil, and to the satisfaction of the Engineer. If necessary to obtain the desired compaction, the backfill material shall be moistened or aerated as required.

Trenches shall not contain pools of water during backfilling operations. The trench shall be completely backfilled and tamped level with the adjacent surface, except that when turf is to be established over the trench, the backfilling shall be stopped at an appropriate depth consistent with the type of turfing operation to be accommodated. A proper allowance for settlement shall also be provided. Any excess excavated material shall be removed and disposed of in accordance with the plans and specifications.

Underground electrical warning (caution) tape shall be installed in the trench above all direct-buried cable. Contractor shall submit a sample of the proposed warning tape for acceptance by the Engineer. If not shown on the plans, the warning tape shall be located 6 in above the direct-buried cable or the counterpoise wire if present. A 4-6 in wide polyethylene film detectable tape, with a metalized foil core, shall be installed above all direct buried cable or counterpoise. The tape shall be of the color and have a continuous legend as indicated on the plans. The tape shall be installed 8 in minimum below finished grade.

c. Restoration. Where soil and sod has been removed, it shall be replaced as soon as possible after the backfilling is completed. All areas disturbed by work shall be restored to its original condition. The restoration shall include the **sodding** as shown on the plans. The Contractor shall be held responsible for maintaining all disturbed surfaces and replacements until final acceptance. When trenching is through paved areas, restoration shall be equal to existing conditions and compaction shall meet the requirements of Item P-152. Restoration shall be considered incidental to the pay item of which it is a component part.

108-3.4 CABLE MARKERS FOR DIRECT-BURIED CABLE. The location of direct buried circuits shall be marked by a concrete slab marker, 2 feet (60 cm) square and 4-6 in (100 - 150 mm) thick, extending approximately 1 in (25 mm) above the surface. Each cable run from a line of lights and signs to the equipment vault shall be marked at approximately every 200 feet (60 m) along the cable run, with an additional marker at each change of direction of cable run. All other direct-buried cable shall be marked in the same manner. Cable markers shall be installed directly above the cable. The Contractor shall impress the word "CABLE" and directional arrows on each cable marking slab. The letters shall be approximately 4 in (100 mm) high and 3 in (75 mm) wide, with width of stroke 1/2 in (12 mm) and 1/4 in (6 mm) deep.

The location of each underground cable connection, except at lighting units, or isolation transformers, or power adapters shall be marked by a concrete marker slab placed above the connection. The Contractor shall impress the word "SPLICE" on each slab. The Contractor also shall impress additional circuit identification symbols on each slab as directed by the Engineer. All cable markers and splice markers shall be painted international orange. Paint shall be specifically manufactured for uncured exterior concrete. Furnishing and installation of cable markers is incidental to the respective cable pay item.

108-3.5 SPLICING. Connections of the type shown on the plans shall be made by experienced personnel regularly engaged in this type of work and shall be made as follows:

a. Cast Splices. These shall be made by using crimp connectors for jointing conductors. Molds shall be assembled, and the compound shall be mixed and poured in accordance with manufacturer's instructions and to the satisfaction of the Engineer.

b. Field-attached Plug-in Splices. These shall be assembled in accordance with manufacturer's instructions. These splices shall be made by plugging directly into mating connectors. In all cases the joint where the connectors come together shall be wrapped with at least one layer of rubber or synthetic rubber tape and one layer of plastic tape, one-half lapped, extending at least 1-1/2 in (37 mm) on each side of the joint.

c. Factory-Molded Plug-in Splices. These shall be made by plugging directly into mating connectors. In all cases, the joint where the connectors come together shall be wrapped with at least one layer of rubber or synthetic rubber tape and one layer of plastic tape, one-half lapped, extending at least 1-1/2 in (37 mm) on each side of the joint.

d. Taped or Heat-Shrinked Splices. A taped splice shall be made in the following manner:

Bring the cables to their final position and cut so that the conductors will butt. Remove insulation and jacket allowing for bare conductor of proper length to fit compression sleeve connector with 1/4 in (6 mm) of bare conductor on each side of the connector. Prior to splicing, the two ends of the cable insulation shall be penciled using a tool designed specifically for this purpose and for cable size and type. Do not use emery paper on splicing operation since it contains metallic particles. The copper conductors shall be thoroughly cleaned. Join the conductors by inserting them equidistant into the compression connection sleeve. Crimp conductors firmly in place with crimping tool that requires a complete crimp before tool can be removed. Test the crimped connection by pulling on the cable. Scrape the insulation to assure that the entire surface over which the tape will be applied (plus 3 in (75 mm) on each end) is clean. After scraping wipe the entire area with a clean lint-free cloth. Do not use solvents.

Apply high-voltage rubber tape one-half lapped over bare conductor. This tape should be tensioned as recommended by the manufacturer. Voids in the connector area may be eliminated by highly elongating the tape, stretching it just short of its breaking point. Throughout the rest of the splice less tension should be used. Always attempt to exactly half-lap to produce a uniform buildup. Continue buildup to 1-1/2 times cable diameter over the body of the splice with ends tapered a distance of approximately 1 in (25 mm) over the original jacket. Cover rubber tape with two layers of vinyl pressure-sensitive tape one-half lapped. Do not use glyptol or lacquer over vinyl tape as they react as solvents to the tape. No further cable covering or splice boxes are required.

Heat shrinkable tubing shall be installed following manufacturer's instructions. Direct flame heating shall not be permitted unless recommended by the manufacturer. Cable surfaces within the limits of the heat-shrink application shall be clean and free of contaminates prior to application.

108-3.6 BARE COUNTERPOISE WIRE INSTALLATION FOR LIGHTNING PROTECTION AND GROUNDING. If shown on the plans or included in the job specifications, bare counterpoise copper wire shall be installed for lightning protection of the underground cables. Counterpoise wire shall be installed in the same trench for the entire length of buried cable, conduits and duct banks that are installed to contain airfield cables. Where the cable or duct/conduit trench runs parallel to the edge of pavement, the counterpoise shall be installed in a separate trench located half the distance between the pavement edge and the cable or duct/conduit trench. In trenches not parallel to pavement edges, counterpoise wire shall be installed continuously a minimum of 4 in above the cable, conduit or duct bank, or as shown on the plans if greater. Additionally, counterpoise wire shall be installed at least 8 in below the top of subgrade in paved areas or 10 in below finished grade in un-paved areas. This dimension may be less than 4 in where conduit is to be embedded in existing pavement. Counterpoise wire shall not be installed in conduit.

The counterpoise wire shall be routed around to each light fixture base, mounting stake, or junction/access structures. The counterpoise wire shall also be exothermically welded to ground rods installed as shown on the plans but not more than 500 ft (150 m) apart around the entire circuit.

The counterpoise system shall be continuous and terminate at the transformer vault or at the power source. It shall be securely attached to the vault or equipment external ground ring or other made electrode grounding system. The connections shall be made as shown on the plans and in the specifications.

If shown on the plans or in the specifications, a separate equipment (safety) ground system shall be provided in addition to the counterpoise wire using one of the following methods:

(1) A ground rod installed at and securely attached to each light fixture base, mounting stake if painted, and to all metal surfaces at junction/access structures.

(2) Install an insulated equipment ground conductor internal to the conduit system and securely attached it to each light fixture base and to all metal surfaces at junction/access structures. This equipment ground conductor shall also be exothermically welded to ground rods installed not more than 500 feet (150 m) apart around the circuit.

a. Counterpoise Installation Above Multiple Conduits and Duct Banks. Counterpoise wires shall be installed above multiple conduits/duct banks for airfield lighting cables, with the intent being to provide a complete cone of protection over the airfield lighting cables. When multiple conduits and/or duct banks for airfield cable are installed in the same trench, the number and location of counterpoise wires above the conduits shall be adequate to provide a complete cone of protection measured 22 ½ degrees each side of vertical.

Where duct banks pass under pavement to be constructed in the project, the counterpoise shall be placed above the duct bank. Reference details on the construction plans.

b. Counterpoise Installation at Existing Duct Banks. When airfield lighting cables are indicated on the plans to be routed through existing duct banks, the new counterpoise wiring shall be terminated at ground rods at each end of the existing duct bank where the cables being protected enter and exit the duct bank. The new counterpoise conductor shall be bonded to the existing counterpoise system.

108-3.7 EXOTHERMIC BONDING. Bonding of counterpoise wire shall be by the exothermic welding process. Only personnel experienced in and regularly engaged in this type of work shall make these connections.

Contractor shall demonstrate to the satisfaction of the Engineer, the welding kits, materials and procedures to be used for welded connections prior to any installations in the field. The installations shall comply with the manufacturer's recommendations and the following:

a. All slag shall be removed from welds.

b. For welds at light fixture base cans, all galvanized coated surface areas and "melt" areas, both inside and outside of base cans, damaged by exothermic bond process shall be restored by coating with a liquid cold-galvanizing compound conforming to U.S. Navy galvanized repair coating meeting Mil. Spec. MIL-P-21035. Surfaces to be coated shall be prepared and compound applied in accordance with manufacturer's recommendations.

c. All buried copper and weld material at weld connections shall be thoroughly coated 6 mil of 3M "Scotchkote," or approved equivalent, or coated with coal tar Bitumastic® material to prevent surface exposure to corrosive soil or moisture.

108-3.8 TESTING. The Contractor shall furnish all necessary equipment and appliances for testing the airport electrical systems and underground cable circuits before and after installation. The Contractor shall perform all tests in the presence of the Engineer. The Contractor shall demonstrate the electrical characteristics to the satisfaction of the Engineer. All costs for testing are incidental to the respective item being tested. For phased projects, the tests must be completed by phase and results meeting the specifications below must be maintained by the Contractor throughout the entire project as well as during the ensuing warranty period.

Earth resistance testing methods shall be submitted to the Engineer for approval. Earth resistance testing results shall be recorded on an approved form and testing shall be performed in the presence of the Engineer. All such testing shall be at the sole expense of the Contractor.

Should the counterpoise or ground grid conductors be damaged or suspected of being damaged by construction activities the Contractor shall test the conductors for continuity with a low resistance ohmmeter. The conductors shall be isolated such that no parallel path exists and tested for continuity. The Engineer shall approve of the test method selected. All such testing shall be at the sole expense of the Contractor.

After installation, the Contractor shall test and demonstrate to the satisfaction of the Engineer the following:

a. That all affected lighting power and control circuits (existing and new) are continuous and free from short circuits.

b. That all affected circuits (existing and new) are free from unspecified grounds.

c. That the insulation resistance to ground of all new non-grounded series circuits or cable segments is not less than 50 megohms.

d. That the insulation resistance to ground of all non-grounded conductors of new multiple circuits or circuit segments is not less than 50 megohms.

e. That all affected circuits (existing and new) are properly connected in accordance with applicable wiring diagrams.

f. That all affected circuits (existing and new) are operable. Tests shall be conducted that include operating each control not less than 10 times and the continuous operation of each lighting and power circuit for not less than 1/2 hour.

g. That the impedance to ground of each ground rod does not exceed 25 ohms prior to establishing connections to other ground electrodes. The fall-of-potential ground impedance test shall be used, as described by ANSI/IEEE Standard 81, to verify this requirement.

Two copies of tabulated results of all cable tests performed shall be supplied by the Contractor to the Engineer. Where connecting new cable to existing cable, ground resistance tests shall be performed on the new cable prior to connection to the existing circuit.

There are no approved "repair" procedures for items that have failed testing other than complete replacement.

METHOD OF MEASUREMENT

108-4.1 Trenching shall be measured by the linear feet (meters) of trench, including the excavation, backfill, and restoration, completed, measured as excavated, and accepted as satisfactory.

When specified, separate measurement shall be made for trenches of various specified widths.

The cost of all excavation, backfill, dewatering and restoration regardless of the type of material encountered shall be included in the unit price bid for the work.

108-4.2 Cable or counterpoise wire installed in trench, duct bank or conduit shall be measured by the number of linear feet (meters) of cable or counterpoise wire installed in trenches, duct bank or conduit, including ground rods and grounding connectors, and trench marking tape ready for operation, and accepted as satisfactory. Separate measurement shall be made for each cable or counterpoise wire installed in trench, duct bank or conduit. The measurement for this item **[shall] [shall not]** include additional quantities required for slack.

BASIS OF PAYMENT

108-5.1 Payment will be made at the contract unit price for trenching, cable and bare counterpoise wire installed in trench (direct-buried), or cable and equipment ground installed in duct bank or conduit, in place by the Contractor and accepted by the Engineer. This price shall be full compensation for furnishing all materials and for all preparation and installation of these materials, and for all labor, equipment, tools, and incidentals, including ground rods and ground connectors and trench marking tape, necessary to complete this item.

Payment will be made under:

Item L-108-5.1	Trenching for direct-buried cable -per linear foot (meter)
Item L-108-5.2	**No. 8 AWG** L-824C Cable, installed in trench, duct bank or conduit-per liner foot (meter)

Item L-108-5.3	Bare Counterpoise Wire, installed in trench, duct bank or conduit, including ground rods and ground connectors-per linear foot (meter)
Item L-108-5.4	Bare or insulated equipment ground, installed in duct bank or conduit including ground rods and ground conductors – per linear foot (meter).

MATERIAL REQUIREMENTS

AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-26	Specification for L-823 Plug and Receptacle Cable Connectors
FED SPEC J-C-30	Cable and Wire, Electrical Power, Fixed Installation (cancelled; replaced by A-A-59544 Cable and Wire, Electrical (Power, Fixed Installation))
FED SPEC A-A-55809	Insulation Tape, Electrical, Pressure-Sensitive Adhesive, Plastic
ASTM B 3	Soft or Annealed Copper Wire
ASTM D 4388	Rubber tapes, Nonmetallic Semiconducting and Electrically Insulating

REFERENCE DOCUMENTS

NFPA No. 70	National Electrical Code (NEC)
MIL-S-23586C	Sealing Compound, Electrical, Silicone Rubber
NN	Building Industry Consulting Service International (BICSI)
ANSI/IEEE Std 81	IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System

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Item L-109 Airport Transformer Vault and Vault Equipment

DESCRIPTION

109-1.1 This item shall consist of constructing an airport transformer vault or a prefabricated metal housing these specifications in accordance with the design and dimensions shown in the plans. This work shall also include the installation of conduits in floor and foundation, painting and lighting of the vault or metal housing, and the furnishing of all incidentals necessary to produce a completed unit. Included as a separate part under this item or as a separate item where an existing vault is to be used shall be the furnishing of all vault equipment, wiring, electrical buses, cable, conduit, potheads, and grounding systems. This work shall also include the painting of equipment and conduit; the marking and labeling of equipment and the labeling or tagging of wires; the testing of the installation; and the furnishing of all incidentals necessary to place it in operating condition as a completed unit to the satisfaction of the Engineer.

EQUIPMENT AND MATERIALS

109-2.1 GENERAL.

a. Airport lighting equipment and materials covered by Federal Aviation Administration (FAA) specifications shall be certified and listed under Advisory Circular (AC) 150/5345-53, Airport Lighting Equipment Certification Program.

b. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the Engineer.

c. Manufacturer's certifications shall not relieve the Contractor of the Contractor's responsibility to provide materials in accordance with these specifications and acceptable to the Engineer. Materials supplied and/or installed that do not materially comply with these specifications shall be removed, when directed by the Engineer and replaced with materials, which do comply with these specifications, at the sole cost of the Contractor.

d. All materials and equipment used to construct this item shall be submitted to the Engineer for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be boldly and clearly made with arrows or circles (highlighting is not acceptable). Contractor is solely responsible for delays in project accruing directly or indirectly from late submissions or resubmissions of submittals.

e. The data submitted shall be sufficient, in the opinion of the Engineer, to determine compliance with the plans and specifications. [The Contractor's submittals shall be neatly bound in a properly sized 3-ring binder, tabbed by specification section.] The Engineer reserves the right to reject any and all equipment,

materials or procedures, which, in the Engineer's opinion, does not meet the system design and the standards and codes, specified herein.

f. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least [twelve (12) months] from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

CONSTRUCTION OF VAULT AND PREFABRICATED METAL HOUSING

109-2.2 CONCRETE. The concrete for the vault shall be proportioned, placed, and cured in accordance with Item P-610, Structural Portland Cement Concrete, using ¾ in (18 mm) maximum size coarse aggregate.

109-2.3 REINFORCING STEEL. Reinforcing steel bars shall be intermediate or structural grade deformed-type bars and shall meet the requirements of ASTM A 615.

109-2.4 BRICK. Brick shall conform to ASTM C 62, Grade SW.

109-2.5 RIGID STEEL CONDUIT. Rigid steel conduit and fittings shall be in accordance with Underwriters Laboratories Standard 6 and 514.

109-2.6 LIGHTING. Vault or metal-housing light fixtures shall be of a vapor-proof type.

109-2.7 OUTLETS. Convenience outlets shall be heavy-duty duplex units designed for industrial service.

109-2.8 SWITCHES. Vault or metal-housing light switches shall be single-pole switches.

109-2.9 PAINT.

a. Priming paint for ungalvanized metal surfaces shall be a high solids alkyd primer conforming to TT-P-664D.

b. White paint for body and finish coats on metal and wood surfaces shall be ready-mixed paint conforming to the Master Painter's Institute, Reference #9, Exterior Alkyd, Gloss, VOC Range E2.

c. Priming paint for wood surfaces shall be mixed on the job by thinning the above specified white paint by adding 1/2 pint (0.06 liter) of raw linseed oil to each gallon (liter).

d. Paint for the floor, ceiling, and inside walls shall be in accordance with Fed. Spec. TT-E-487. Walls and ceiling shall be light gray and the floor shall be medium gray.

e. The roof coating shall be hot asphalt material in accordance with ASTM D 2823.

109-2.10 HIGH-VOLTAGE BUS. High-voltage bus shall be standard weight 3/8 in (9 mm) IPS copper tubing or it may be insulated copper cable of the size and voltage rating specified.

109-2.11 BUS CONNECTORS. Connectors shall be similar to Burndy® Type NT (or equivalent) for copper tubing. Connectors for insulated bus cable shall be of the proper size and type for the service intended.

109-2.12 BUS SUPPORTS. Bus supports shall be similar to Westinghouse No. 527892 (or equivalent), insulated for 7,500 volts, single clamp type for 2-bolt flat mounting.

109-2.13 GROUND BUS. Ground bus shall be 1/8 x ¾ in (3 x 18 mm) minimum copper bus bar.

109-2.14 SQUARE DUCT. Duct shall be square similar to that manufactured by the Square D Company (or equivalent), or the Trumbull Electric Manufacturing Company (or equivalent). The entire front of the duct on each section shall consist of hinged or removable cover for ready access to the interior. The cross

section of the duct shall be not less than 4 x 4 in (100 x 100 mm) except where otherwise shown in the plans.

109-2.15 GROUND RODS. Ground rods shall be copper or copper-clad of the length and diameter specified in the plans.

109-2.16 POTHEADS. Potheads shall be similar to G&W Type N, Shape C (or equivalent), unless otherwise specified. Potheads shall be furnished with plain insulator bushings and conduit couplings. Potheads shall have a rating not less than the circuit voltage.

109-2.17 PREFABRICATED METAL HOUSING. The prefabricated metal housing shall be a commercially available unit.

109-2.18 FAA-APPROVED EQUIPMENT. Certain items of airport lighting equipment installed in vaults are covered by individual FAA equipment specifications. The specifications are listed below:

AC 150/5345-3	Specification for L-821 Panels for Remote Control of Airport Lighting
AC 150/5345-5	Circuit Selector Switch
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-10	Specification for Constant Current Regulators and Regulator Monitors
AC 150/5345-13	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits.

109-2.19 OTHER ELECTRICAL EQUIPMENT. Constant-current regulators, distribution transformers, oil switches, cutouts, relays, terminal blocks, transfer relays, circuit breakers, and all other regularly used commercial items of electrical equipment not covered by FAA equipment specifications shall conform to the applicable rulings and standards of the Institute of Electrical and Electronic Engineers or the National Electrical Manufacturers Association. When specified, test reports from a testing laboratory indicating that the equipment meets the specifications shall be supplied. In all cases, equipment shall be new and a first-grade product. This equipment shall be supplied in the quantities required for the specific project and shall incorporate the electrical and mechanical characteristics specified in the proposal and plans.

109-2.20 WIRE. Wire in conduit rated up to 5,000 volts shall conform to AC 150/5345-7, Specification for L-824 Underground Electrical Cables for Airport Lighting Circuits, for rubber insulated neoprene-covered wire, or Fed. Spec. J-C-30, Type RHW, for rubber insulated fibrous-covered wire. For ratings up to 600 volts, thermoplastic wire conforming to Fed. Spec. J-C-30, Types TW, THW, and THWN, shall be used. The wires shall be of the type, size, number of conductors, and voltage shown in the plans or in the proposal.

a. Control Circuits. Unless otherwise indicated on the plans, wire shall be not less than No. 12 AWG and shall be insulated for 600 volts. If telephone control cable is specified, No. 19 AWG telephone cable conforming to ICEA S-85-625-1996 specifications shall be used.

b. Power Circuits.

(1) 600 volts maximum-Wire shall be No. 6 AWG or larger and insulated for at least 600 volts.

(2) 3,000 volts maximum-Wire shall be No. 6 AWG or larger and insulated for at least 3,000 volts.

(3) Over 3,000 volts-Wire shall be No. 6 AWG or larger and insulated for at least the circuit voltage.

CONSTRUCTION METHODS

CONSTRUCTION OF VAULT AND PREFABRICATED METAL HOUSING

109-3.1 GENERAL. The Contractor shall construct the transformer vault or prefabricated metal housing at the location indicated in the plans. Vault construction shall be reinforced concrete, concrete masonry, or brick wall as specified. The metal housing shall be prefabricated equipment enclosure to be supplied in the size specified. The mounting pad or floor details, installation methods, and equipment placement are shown in the plans.

The Contractor shall clear, grade, and seed the area around the vault or metal housing for a minimum distance of 10 feet (3 m) on all sides. The slope shall be not less than ½ in per ft (40 mm per m) away from the vault or metal housing in all directions.

The vault shall provide adequate protection against weather elements, including rain, wind-driven dust, snow, ice and excessive heat. The vault shall have sufficient filtered ventilation, to assure that the interior room temperatures and conditions do not exceed the recommended limits of the electrical equipment to be installed in the vault. Contractor is responsible for contacting the manufacturer of the equipment to be installed to obtain environmental limitations of the equipment to be installed.

109-3.2 FOUNDATION AND WALLS.

a. Reinforced Concrete Construction. The Contractor shall construct the foundation and walls in accordance with the details shown in the plans. Unless otherwise specified, internal ties shall be of the mechanical type so that when the forms are removed the ends of the ties shall be at least 1 in (25 mm) beneath the concrete surface; the holes shall be plugged and finished to prevent discoloration. Reinforcing steel shall be placed, as shown in the drawings, and secured in position to prevent displacement during the concrete placement.

The external surfaces of the concrete shall be thoroughly worked during the placing operation to force all coarse aggregate from the surface. Thoroughly work the mortar against the forms to produce a smooth finish free from air pockets and honeycomb.

The surface film of all pointed surfaces shall be removed before setting occurs. As soon as the pointing has set sufficiently, the entire surface inside and outside of the vault shall be thoroughly wet with water and rubbed with a No. 16 carborundum stone, or equivalent quality abrasive, bringing the surface to a paste. All form marks and projections shall be removed. The surface produced shall be smooth and dense without pits or irregularities. The materials which have been ground into a paste during the rubbing process shall be spread or brushed uniformly over the entire surface (except the interior surfaces that are to be painted shall have all paste removed by washing before painting) and permitted to reset. Final exterior finish shall be obtained by rubbing with No. 30 carborundum stone, or an equivalent quality abrasive. The surface shall be rubbed until the entire surface is smooth and uniform in color.

b. Brick and Concrete Construction. When this type of construction is specified, the foundation shall be concrete conforming to the details shown in the plans. The outer edge of the foundation at the floor level shall be beveled 1-½ in (37 mm) at 45 degrees. Brick walls shall be 8 in (200 cm) thick, laid in running bond with every sixth course a header course. Brick shall be laid in cement mortar (1 part masonry cement and 3 parts sand) with full mortar bed and shoved joints. All joints shall be completely filled with mortar, and facing brick shall be back-parged with mortar as work progresses. All joints shall

be 3/8 in (9 mm) thick, exterior joints tooled concave, and interior joints struck flush. Both interior and exterior brick surfaces shall be cleaned and nail holes, cracks and other defects filled with mortar. When specified, a nonfading mineral pigment mortar coloring shall be added to the mortar. Steel reinforcing bars, 3/8 in (9 mm) in diameter and 12 in (300 mm) long, shall be set vertically in the center of the brick wall on not more than 2 ft (60 cm) centers to project 2-½(60 mm) in into the concrete roof slab. Lintels for supporting the brickwork over doors, windows, and louvers shall consist of two 4 x 3 x 3/8 in (100 x 75 x 9 mm) steel angles. Lintels shall be painted with one coat of corrosion-inhibiting primer before installation, and all exposed parts shall be painted similar to doors and window sash after installation.

Window sills may be concrete poured in place or precast concrete as indicated in the plans. All exposed surfaces shall have a rubbed finish as specified under reinforced concrete construction. After completion, all interior and exterior faces of walls shall be scrubbed with a solution of muriatic acid and water in the proportions of not less than 1 part acid to 10 parts of water. All traces of efflorescence, loose mortar, and mortar stain shall be removed, and the walls washed down with clear water.

c. Concrete Masonry Construction. When this type of construction is specified, the foundation shall be concrete conforming to the details shown in the plans. The concrete masonry units shall be standard sizes and shapes and shall conform to ASTM C 90 and shall include the closures, jambs, and other shapes required by the construction as shown in the plans. Standard construction practice shall be followed for this type of work including mortar, joints, reinforcing steel for extensions into roof slab, etc. Plaster for interior walls, if specified, shall be Portland cement plaster.

109-3.3 ROOF. The roof shall be reinforced concrete as shown in the plans. Reinforcing steel shall be placed as shown in the drawing and secured in position to prevent displacement during the pouring of the concrete. The concrete shall be poured monolithically and shall be free of honeycombs and voids. The surface shall have a steel-troweled finish and shall be sloped as shown in the drawing. The underside of the roof slab shall be finished in the same manner as specified for walls.

One brush or mop coat of hot asphalt roof coating shall be applied to the top surface of the roof slab. The asphalt material shall be heated to within the range specified by the manufacturer and immediately applied to the roof. The finished coat shall be continuous over the roof surface and free from holidays and blisters. Smears and dribbles of asphalt on the roof edges and building walls shall be removed.

109-3.4 FLOOR. The floor shall be reinforced concrete as shown in the drawings. When present, all sod, roots, refuse, and other perishable material shall be removed from the area under the floor to a depth of 8 in (200 mm), unless a greater depth is specified in the invitation for bids. This area shall be backfilled with materials consisting of sand, cinders, gravel, or stone. Fill shall be placed in layers not to exceed 4 in (100 mm) and shall be thoroughly compacted by tamping or rolling. A layer of building paper shall be placed over the fill prior to placing concrete. The floor surfaces shall have a steel-troweled finish. The floor shall be level unless a drain is specified, in which case the floor shall be pitched ¼ in (6 mm) per ft downward toward the drain. A ¼ in (6 mm) asphalt felt expansion joint shall be placed between floor and foundation walls. The floor shall be poured monolithically and shall be free of honeycombs and voids.

109-3.5 FLOOR DRAIN. If shown in the plans, a floor drain and dry well shall be installed in the center of the floor of the equipment room. The dry well shall be excavated 4 x 4 feet (120 x 120 cm) square and to a depth of 4 feet (120 cm) below the finished floor elevation and shall be backfilled to the elevation of the underside of the floor with gravel - which shall all pass a 2 in (50 mm) mesh sieve and shall all be retained on a ¼ in (6 mm) mesh sieve. The gravel backfill shall be placed in 6 in (150 mm) maximum layers, and the entire surface of each layer shall be tamped either with a mechanical tamper or with a hand tamper weighing not less than 25 pounds (11 kg) and having a face area of not more than 36 square in (234 square cm) nor less than 16 square in (104 square cm). The drain inlet shall be set flush in the concrete floor. The drain shall have a clear opening of not less than 8 in (200 mm) in diameter.

109-3.6 CONDUITS IN FLOOR AND FOUNDATION. Conduits shall be installed in the floor and through the foundation walls in accordance with the details shown in the plans. All underground conduit shall be painted with a bituminous compound. Conduit shall be installed with a coupling or metal conduit adapter flush with the top of the floor. All incoming conduit shall be closed with a pipe plug to prevent the entrance of foreign material during construction. Space conduit entrances shall be left closed.

109-3.7 DOORS. Doors shall be metal-clad fireproof class a doors conforming to requirements of the National Electric Code and local electrical codes.

109-3.8 PAINTING. The floor, ceiling, and inside walls of concrete construction shall first be given a hardening treatment, after which the Contractor shall apply two coats of paint as specified below, except that interior face brick walls need not be painted. The hardening treatment shall consist of applying two coats of either a commercial floor hardener or a solution made by dissolving 2 pounds (0.9 kg) of magnesium fluosilicate or zinc sulfate crystals in 1 gallon (liter) of water. Each coat shall be allowed to dry at least 48 hours before the next application. After the second treating coat has dried, the surfaces shall be brushed clean of all crystals and thoroughly washed with clear water. Paint for walls and ceiling shall be a light gray color approved by the Engineer. The floor paint shall be a medium gray color approved by the Engineer. Before painting, the surfaces shall be dry and clean. The first coat shall be thinned by adding 2/3-quart (0.166 liters) of spar varnish and 1/3-quart (0.083 liters) of turpentine to each gallon (liter) of paint. The second coat shall be applied without thinning. All doors, lintels, and windows shall be cleaned to remove any rust or foreign material and shall be given one body and one finish coat of white paint. Bare metal surfaces shall be given a prime coat of corrosion-inhibiting primer prior to the body and finish coats.

109-3.9 LIGHTS AND SWITCHES. The Contractor shall furnish and install a minimum of two duplex convenience outlets in the vault room. Where a control room is specified, at least two duplex outlets shall be installed.

INSTALLATION OF EQUIPMENT IN VAULT OR PREFABRICATED METAL HOUSING

109-3.10 GENERAL. The Contractor shall furnish, install, and connect all equipment, equipment accessories, conduit, cables, wires, buses, grounds, and support necessary to insure a complete and operable electrical distribution center for the airport lighting system as specified herein and shown in the plans. When specified, an emergency power supply and transfer switch shall be provided and installed.

The equipment installation and mounting shall comply with the requirements of the National Electrical Code and local code agency having jurisdiction.

109-3.11 POWER SUPPLY EQUIPMENT. Transformers, regulators, booster transformers, and other power supply equipment items shall be furnished and installed at the location shown in the plans or as directed by the Engineer. The power supply equipment shall be set on steel "H" sections, "I" beams, channels, or concrete blocks to provide a minimum space of 1 ½ in (37 mm) between the equipment and the floor. The equipment shall be placed so as not to obstruct the oil-sampling plugs of the oil-filled units; and name-plates shall, so far as possible, not be obscured.

If specified in the plans and specifications, equipment for an alternate power source or an emergency power generator shall be furnished and installed. The alternate power supply installation shall include all equipment, accessories, an automatic changeover switch, and all necessary wiring and connections. The emergency power generator set shall be the size and type specified.

109-3.12 SWITCHGEAR AND PANELS. Oil switches, fused cutouts, relays, transfer switches, panels, panel boards, and other similar items shall be furnished and installed at the location shown in the plans or as directed by the Engineer. Wall or ceiling mounted items shall be attached to the wall or ceiling with

galvanized bolts of not less than 3/8 in (9 mm) diameter engaging metal expansion shields or anchors in masonry or concrete vaults.

109-3.13 DUCT AND CONDUIT. The Contractor shall furnish and install square-type exposed metallic ducts with hinged covers for the control circuits in the vault. These shall be mounted along the walls behind all floor-mounted equipment and immediately below all wall-mounted equipment. The hinged covers shall be placed to open from the front side with the hinges at the front bottom.

Wall brackets for square ducts shall be installed at all joints 2 feet (60 cm) or more apart with intermediate brackets as specified. Conduit shall be used between square ducts and equipment or between different items of equipment when the equipment is designed for conduit connection. When the equipment is not designed for conduit connection, conductors shall enter the square-type control duct through insulating bushings in the duct or on the conduit risers.

109-3.14 CABLE ENTRANCE AND HIGH-VOLTAGE BUS SYSTEM. Incoming underground cable from field circuits and supply circuits will be installed outside the walls of the transformer vault as a separate item under Item L-108. The Contractor installing the vault equipment shall bring the cables from the trench or duct through the entrance conduits into the vault and make the necessary electrical connections. For the incoming and outgoing high voltage load circuits, the Contractor shall furnish and install rigid metallic vi conduit risers, surmounted by potheads, from floor level to the level as shown in the plans.

The incoming high-voltage power supply service to the vault shall enter below the floor of the vault and shall rise from the floor level in a rigid metallic conduit riser, surmounted by a pothead, as described above. Using insulated high-voltage cable, the incoming power service shall be connected from the pothead to the oil-fused cutouts or to the specified disconnecting switch or equipment. From the oil-fused cutouts or disconnecting device, the insulated service conductors shall be connected to the overhead voltage bus system of the vault. The high-voltage bus system shall use the materials specified and shall be mounted and installed in accordance with the requirements of the National Electrical Code or the local code agency having jurisdiction.

109-3.15 WIRING AND CONNECTIONS. The Contractor shall make all necessary electrical connections in the vault in accordance with the wiring diagrams furnished and as directed by the Engineer. In wiring to the terminal blocks, the Contractor shall leave sufficient extra length on each control lead to make future changes in connections at the terminal block. This shall be accomplished by running each control lead the longest way around the box to the proper terminal. Leads shall be neatly laced in place.

109-3.16 MARKING AND LABELING. All equipment, control wires, terminal blocks, etc., shall be tagged, marked, or labeled as specified below:

a. Wire Identification. The Contractor shall furnish and install self-sticking wire labels or identifying tags on all control wires at the point where they connect to the control equipment or to the terminal blocks. Wire labels, if used, shall be of the self-sticking preprinted type and of the manufacturer's recommended size for the wire involved. Identification -markings designated in the plans shall be followed. Tags, if used, shall be of fiber not less than ¾ in (13 mm) in diameter and not less than 1/32 in (1 mm) thick. Identification markings designated in the plans shall be stamped on tags by means of small tool dies. Each tag shall be securely tied to the proper wire by a nonmetallic cord.

b. Labels. The Contractor shall stencil identifying labels on the cases of regulators, breakers, and distribution and control relay cases with white oil paint as designated by the Engineer. The letters and numerals shall be not less than 1 in (25 mm) in height and shall be of proportionate width. The Contractor shall also mark the correct circuit designations in accordance with the wiring diagram on the terminal marking strips, which are a part of each terminal block.

METHOD OF MEASUREMENT

109-4.1 The quantity of vaults to be paid for under this item shall consist of the number of vaults constructed in place and accepted as a complete unit.

109-4.2 The quantity of prefabricated metal housings to be paid for under this item shall consist of the number of housings constructed in place and accepted as a complete unit.

109-4.3 The quantity of vault or prefabricated metal housing equipment to be paid for under this item shall consist of all equipment installed, connected, and accepted as a complete unit ready for operation.

BASIS OF PAYMENT

109-5.1 Payment will be made at the contract unit price for each completed and accepted vault or prefabricated metal housing equipment installation. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item L-109-5.1	Construction of Airport Transformer Vault in Place-per unit
Item L-109-5.2	Installation of Airport Transformer Vault Equipment in Place-per unit
Item L-109-5.3	Construction of Prefabricated Metal Housing and Foundation in Place-per unit
Item L-109-5.4	Installation of Prefabricated Metal Housing Equipment in Place-per unit

MATERIAL REQUIREMENTS

AC 150/5345-3	Specification for L-821 Panels for Remote Control of Airport Lighting
AC 150/5345-5	Circuit Selector Switch
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-10	Specification for Constant Current Regulators and Regulator Monitors
AC 150/5345-13A	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
ANSI/ICEA S-85-625-1996	Aircore, Polyethylene Insulated, Copper Conductor, Telecommunications Cable
ASTM A 615	Specification for Deformed and Plain Billet Steel Bars for Concrete Reinforcement
ASTM C 62	Specification for Building Brick (Solid Masonry Units Made from Clay or Shale)

ASTM C 90	Concrete Masonry Units, Loadbearing
ASTM D 2823	Asphalt Roof-Coating
FED SPEC J-C-30	Cable and Wire, Electrical (Power, Fixed Installation) (cancelled; replaced by AA-59544 Cable and Wire, Electrical (Power, Fixed Installation))
FED SPEC TT-E-487	Enamel, Floor and Deck
Master Painter's Institute	

END OF ITEM L-109

Item L-110 Airport Underground Electrical Duct Banks and Conduits

DESCRIPTION

110-1.1 This item shall consist of underground electrical conduits and duct banks (single or multiple conduits encased in concrete) installed in accordance with this specification at the locations and in accordance with the dimensions, designs, and details shown on the plans. This item shall include furnishing and installing of all underground electrical duct banks and individual and multiple underground conduits. It shall also include all turfing trenching, backfilling, removal, and restoration of any paved or turfed areas; concrete encasement, mandreling, pulling lines, duct markers, plugging of conduits, and the testing of the installation as a completed system ready for installation of cables in accordance with the plans and specifications. This item shall also include furnishing and installing conduits and all incidentals for providing positive drainage of the system. Verification of existing ducts is incidental to the pay items provided in this specification.

EQUIPMENT AND MATERIALS

110-2.1 GENERAL.

a. All equipment and materials covered by referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when so requested by the Engineer.

b. Manufacturer's certifications shall not relieve the Contractor of the Contractor's responsibility to provide materials in accordance with these specifications and acceptable to the Engineer. Materials supplied and/or installed that do not materially comply with these specifications shall be removed, when directed by the Engineer and replaced with materials, which do comply with these specifications, at the sole cost of the Contractor.

c. All materials and equipment used to construct this item shall be submitted to the Engineer for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be boldly and clearly made with arrows or circles (highlighting is not acceptable). Contractor is solely responsible for delays in project accruing directly or indirectly from late submissions or resubmissions of submittals.

d. The data submitted shall be sufficient, in the opinion of the Engineer, to determine compliance with the plans and specifications. [The Contractor's submittals shall be neatly bound in a properly sized 3-ring binder, tabbed by specification section.] The Engineer reserves the right to reject any and all equipment, materials or procedures, which, in the Engineer's opinion, does not meet the system design and the standards and codes, specified herein.

e. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least [twelve (12) months] from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

110-2.2 STEEL CONDUIT. Rigid galvanized steel conduit and fittings shall be hot dipped galvanized inside and out and conform to the requirements of Underwriters Laboratories Standard 6, 514B, and 1242.

110-2.3 PLASTIC CONDUIT. Plastic conduit and fittings-shall conform to the requirements of Fed. Spec. W--C-1094, Underwriters Laboratories Standards UL-651 and Article 352 of the current National Electrical Code shall be one of the following, as shown on the plans:

a. Type I–Schedule 40 PVC suitable for underground use either direct-buried or encased in concrete.

b. Type II–Schedule 40 PVC suitable for either above ground or underground use.

The type of adhesive shall be as recommended by the conduit/fitting manufacturer.

110-2.4 SPLIT CONDUIT. Split conduit shall be pre-manufactured for the intended purpose and shall be made of steel or plastic.

110-2.5 CONDUIT SPACERS. Conduit spacers shall be prefabricated interlocking units manufactured for the intended purpose. They shall be of double wall construction made of high grade, high density polyethylene complete with interlocking cap and base pads, They shall be designed to accept No. 4 reinforcing bars installed vertically.

110-2.6 CONCRETE. Concrete shall conform to Item P-610, Structural Portland Cement Concrete, using [ ] inch maximum size coarse aggregate with a minimum 28 day compressive strength of [ ] psi. Where reinforced duct banks are specified, reinforcing steel shall conform to ASTM A 615 Grade 60. Concrete and reinforcing steel are incidental to the respective pay item of which they are a component part.

110-2.7 FLOWABLE BACKFILL. Flowable material used to back fill conduit and duct bank trenches shall conform to the requirements of Item P-153 "Controlled Low Strength Material".

110-2.8 DETECTABLE WARNING **TAPE** Plastic, detectable, color as noted magnetic tape shall be polyethylene film with a metallized foil core and shall be 4 - 6 in (75 - 150 mm) wide. Detectable tape is incidental to the respective bid item.

CONSTRUCTION METHODS

110-3.1 GENERAL. The Contractor shall install underground duct banks and conduits at the approximate locations indicated on the plans. The Engineer shall indicate specific locations as the work progresses, if required to differ from the plans. Duct banks and conduits shall be of the size, material, and type indicated on the plans or specifications. Where no size is indicated on the plans or in the specifications, conduits shall be not less than 2 in (50 mm) inside diameter or comply with the National Electrical Code based on cable to be installed, whichever is larger. All duct bank and conduit lines shall be laid so as to grade toward access points and duct or conduit ends for drainage. Unless shown otherwise on the plans, grades shall be at least 3 in (75 mm) per 100 feet (30 m). On runs where it is not practicable to maintain the grade all one way, the duct bank and conduit lines shall be graded from the center in both directions toward access points or conduit ends, with a drain into the storm drainage system. Pockets or traps where moisture may accumulate shall be avoided. No duct bank or underground conduit shall be less than 18 in below finished grade. Where under pavement, the top of the duct bank shall not be less than 18 in below the subgrade.

The Contractor shall mandrel each individual conduit whether the conduit is direct-buried or part of a duct bank. An iron-shod mandrel, not more than ¼ in (6 mm) smaller than the bore of the conduit shall be pulled or pushed through each conduit. The mandrel shall have a leather or rubber gasket slightly larger than the conduit hole.

The Contractor shall swab out all conduits/ducts and clean base can, manhole, pull boxes, etc. interiors IMMEDIATELY prior to pulling cable. Once cleaned and swabbed the base cans, manhole, pull boxes, etc. and all accessible points of entry to the duct/conduit system shall be kept closed except when installing cables. Cleaning of ducts, base cans, manholes, etc. is incidental to the pay item of the item being cleaned. All raceway systems left open, after initial cleaning, for any reason shall be recleaned at the Contractor's expense. All accessible points shall be kept closed when not installing cable. The Contractor shall verify existing ducts proposed for use in this project as clear and open. The Contractor shall notify the Engineer of any blockage in the existing ducts.

For pulling the permanent wiring, each individual conduit, whether the conduit is direct-buried or part of a duct bank, shall be provided with a 200 pound test polypropylene pull rope. The ends shall be secured and sufficient length shall be left in access points to prevent it from slipping back into the conduit. Where spare conduits are installed, as indicated on the plans, the open ends shall be plugged with removable tapered plugs, designed for this purpose.

All conduits shall be securely fastened in place during construction and shall be plugged to prevent contaminate from entering the conduits. Any conduit section having a defective joint shall not be installed. Ducts shall be supported and spaced apart using approved spacers at intervals not to exceed 5 feet.

Unless otherwise shown on the plans, concrete encased duct banks shall be used when crossing under pavements expected to carry aircraft loads.

Where turf is well established and the sod can be removed, it shall be carefully stripped and properly stored.

Trenches for conduits and duct banks may be excavated manually or with mechanical trenching equipment unless in pavement, in which case they shall be excavated with mechanical trenching equipment. Walls of trenches shall be essentially vertical so that a minimum of shoulder surface is disturbed. Blades of graders shall not be used to excavate the trench.

When rock is encountered, the rock shall be removed to a depth of at least 3 in below the required conduit or duct bank depth and it shall be replaced with bedding material of earth or sand containing no mineral aggregate particles that would be retained on a 1/4 in sieve. Flowable backfill may alternatively be used The Contractor shall ascertain the type of soil or rock to be excavated before bidding. All such rock removal shall be performed and paid for under Item P-152.

Underground electrical warning (Caution) tape shall be installed in the trench above all underground duct banks and conduits in unpaved areas. Contractor shall submit a sample of the proposed warning tape for approval by the Engineer. If not shown on the plans, the warning tape shall be located six in above the duct/conduit or the counterpoise wire if present.

Joints in plastic conduit shall be prepared in accordance with the manufacturer's recommendations for the particular type of conduit. Plastic conduit shall be prepared by application of a plastic cleaner and brushing a plastic solvent on the outside of the conduit ends and on the inside of the couplings. The conduit fitting shall then be slipped together with a quick one-quarter turn twist to set the joint tightly. Where more than one conduit is placed in a single trench, or in duct banks, joints in the conduit shall be staggered a minimum of 2 feet.

Changes in direction of runs exceeding 10 degrees, either vertical or horizontal, shall be accomplished using manufactured sweep bends.

Whether or not specifically indicated on the drawings, where the soil encountered at established duct bank grade is an unsuitable material, as determined by the Engineer, the unsuitable material shall be removed in accordance with Item P-152 and replaced with suitable material. Alternatively, additional duct bank supports that are adequate and stable shall be installed, as approved by the Engineer.

All excavation shall be unclassified and shall be considered incidental to the respective L-110 pay item of which it is a component part. Dewatering necessary for duct installation, erosion and turbidity control, in accordance with Federal, State, and Local requirements is incidental to its respective pay item as a part of Item L-110. The cost of all excavation regardless of type of material encountered, shall be included in the unit price bid for the L-110 Item.

Unless otherwise specified, excavated materials that are deemed by the Engineer to be unsuitable for use in backfill or embankments shall be removed and disposed of offsite.

Any excess excavation shall be filled with suitable material approved by the Engineer and compacted in accordance with item P-152.

It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation. Where existing active cables) cross proposed installations, the Contractor shall insure that these cables are adequately protected. Where crossings are unavoidable, no splices will be allowed in the existing cables, except as specified on the plans. Installation of new cable where such crossings must occur shall proceed as follows:

(1) Existing cables shall be located manually. Unearthed cables shall be inspected to assure absolutely no damage has occurred

(2) Trenching, etc., in cable areas shall then proceed with approval of the Engineer, with care taken to minimize possible damage or disruption of existing cable, including careful backfilling in area of cable.

In the event that any previously identified cable is damaged during the course of construction, the Contractor shall be responsible for the complete repair.

110-3.2 DUCT BANKS. Unless otherwise shown in the plans, duct banks shall be installed so that the top of the concrete envelope is not less than 18 in (45 cm) below the bottom of the base or stabilized base course layers where installed under runways, taxiways, aprons, or other paved areas, and not less than 18 in (45 cm) below finished grade where installed in unpaved areas.

Unless otherwise shown on the plans, duct banks under paved areas shall extend at least 3 feet (90 cm) beyond the edges of the pavement or 3 feet (90 cm) beyond any underdrains that may be installed alongside the paved area. Trenches for duct banks shall be opened the complete length before concrete is placed so that if any obstructions are encountered, proper provisions can be made to avoid them. Unless otherwise shown on the plans, all duct banks shall be placed on a layer of concrete not less than 3 in (75 mm) thick prior to its initial set. Where two or more conduits in the duct bank are intended to carry conductors of equivalent voltage insulation rating, the Contractor shall space the conduits not less than 1-1/2 in (37 mm) apart (measured from outside wall to outside wall). Where two or more conduits in the duct bank are intended to carry conductors of differing voltage insulation rating, the Contractor shall space the conduits not less than 3 in apart (measured from outside wall to outside wall). All such multiple conduits shall be placed using conduit spacers applicable to the type of conduit. As the conduit laying progresses, concrete shall be placed around and on top of the conduits not less than 3 in (75 mm) thick unless otherwise shown on the plans. End bells or couplings shall be installed flush with the concrete encasement at access points.

Conduits forming the duct bank shall be installed using conduit spacers. No. 4 reinforcing bars shall be driven vertically into the soil a minimum of 6 in to anchor the assembly into the earth prior to placing the concrete encasement. For this purpose, the spacers shall be fastened down with locking collars attached to the vertical bars. Spacers shall be installed at 5 ft intervals. Spacers shall be in the proper sizes and configurations to fit the conduits. Locking collars and spacers shall be submitted to the Engineer for review prior to use.

When specified, the Contractor shall reinforce the bottom side and top of encasements with steel reinforcing mesh or fabric or other approved metal reinforcement. When directed, the Contractor shall supply additional supports where the ground is soft and boggy, where ducts cross under roadways, or where shown on the plans. Under such conditions, the complete duct structure shall be supported on reinforced concrete footings, piers, or piles located at approximately 5 ft (150 cm) intervals.

All pavement surfaces that are to have ducts installed therein shall be neatly saw cut to form a vertical face. All excavation shall be included in the contract with price for the duct.

Install a plastic, detectable, color as noted, 4 - 6 in (75 – 150 mm) wide tape 8 in (200 mm) minimum below grade above all underground conduit or duct lines not installed under pavement.

When existing cables are to be placed in split duct, encased in concrete, the cable shall be carefully located and exposed by hand tools. Prior to being placed in duct, the Engineer shall be notified so that he may inspect the cable and determine that it is in good condition. Where required, split duct shall be installed as shown on the drawings or as required by the Engineer.

110-3.3 CONDUITS WITHOUT CONCRETE ENCASEMENT. Trenches for single-conduit lines shall be not less than 6 in (150 mm) nor more than 12 in (300 mm) wide, and the trench for 2 or more conduits installed at the same level shall be proportionately wider. Trench bottoms for conduits without concrete encasement shall be made to conform accurately to grade so as to provide uniform support for the conduit along its entire length.

Unless otherwise shown on the plans, a layer of fine earth material, at least 4 in (100 mm) thick (loose measurement) shall be placed in the bottom of the trench as bedding for the conduit. The bedding material shall consist of soft dirt, sand or other fine fill, and it shall contain no particles that would be retained on a 1/4 in (6 mm) sieve. The bedding material shall be tamped until firm. Flowable backfill may alternatively used.

Unless otherwise shown on plans, conduits shall be installed so that the tops of all conduits are at least 18 in (45 cm) below the finished grade.

When two or more individual conduits intended to carry conductors of equivalent voltage insulation rating are installed in the same trench without concrete encasement, they shall be spaced not less than 2 in (50 mm) apart (measured from outside wall to outside wall) in a horizontal direction and not less than 6 in (150 mm) apart in a vertical direction. Where two or more individual conduits intended to carry conductors of differing voltage insulation rating are installed in the same trench without concrete encasement, they shall spaced not less than 3 in (75 mm) apart (measured from outside wall to outside wall) in a horizontal direction and lot less than 6 in (150 mm) apart in a vertical direction.

Trenches shall be opened the complete length between normal termination points before conduit is installed so that if any unforeseen obstructions are encountered, proper provisions can be made to avoid them.

Conduits shall be installed using conduit spacers. No. 4 reinforcing bars shall be driven vertically into the soil a minimum of 6 in to anchor the assembly into the earth while backfilling. For this purpose, the spacers shall be fastened down with locking collars attached to the vertical bars. Spacers shall be installed

at 5 ft intervals. Spacers shall be in the proper sizes and configurations to fit the conduits. Locking collars and spacers shall be submitted to the Engineer for review prior to use.

110-3.4 MARKERS. The location of each end and of each change of direction of conduits and duct banks shall be marked by a concrete slab marker 2 feet (60 cm) square and 4 - 6 in (100 - 150 mm) thick extending approximately 1 in (25 mm) above the surface. The markers shall also be located directly above the ends of all conduits or duct banks, except where they terminate in a junction/access structure or building.

The Contractor shall impress the word "DUCT" or "CONDUIT" on each marker slab. The Contractor shall also impress on the slab the number and size of conduits beneath the marker along with all other necessary information as determined by the Engineer. The letters shall be 4 in (100 mm) high and 3 in (75 mm) wide with width of stroke ½ in (12 mm) and ¼ in (6 mm) deep or as large as the available space permits. Furnishing and installation of duct markers is incidental to the respective duct pay item.

110-3.5 BACKFILLING FOR CONDUITS. For conduits, 8 in (200 cm) of sand, soft earth, or other fine fill (loose measurement) shall be placed around the conduits ducts and carefully tamped around and over them with hand tampers. The remaining trench shall then be backfilled and compacted in accordance with Item P-152 "Excavation and Embankment" except that material used for back fill shall be select material not larger than 4 in in diameter.

Flowable backfill may alternatively be used.

Trenches shall not contain pools of water during back, filling operations.

The trench shall be completely backfilled and tamped level with the adjacent surface: except that, where sod is to be placed over the trench, the backfilling shall be stopped at a depth equal to the thickness of the sod to be used, with proper allowance for settlement.

Any excess excavated material shall be removed and disposed of in accordance with instructions issued by the Engineer.

110-3.6 BACKFILLING FOR DUCT BANKS. After the concrete has cured, the remaining trench shall be backfilled and compacted in accordance with Item P-152 "Excavation and Embankment" except that the material used for backfill shall be select material not larger than 4 in in diameter. In addition to the requirements of P-152, where duct banks are installed under pavement, one moisture/density test per lift shall be made for each 250 linear feet of duct bank or one work period's construction, whichever is less.

Flowable backfill may alternatively be used.

Trenches shall not contain pools of water during backfilling operations.

The trench shall be completely backfilled and tamped level with the adjacent surface: except that, where sod is to be placed over the trench, the backfilling shall be stopped at a depth equal to the thickness of the sod to be used, with proper allowance for settlement.

Any excess excavated material shall be removed and disposed of in accordance with instructions issued by the Engineer.

110-3.7 RESTORATION. Where sod has been removed, it shall be replaced as soon as possible after the backfilling is completed. All areas disturbed by the work shall be restored to its original condition. The restoration shall include **sodding** shown on the plans. The Contractor shall be held responsible for maintaining all disturbed surfaces and replacements until final acceptance. All restoration shall be considered incidental to the respective L-110 pay item.

METHOD OF MEASUREMENT

110-4.1 Underground conduits and duct banks shall be measured by the linear feet (meter) of conduits and duct banks installed, including encasement, locator tape, trenching and backfill with designated, resolution, and for drain lines, the termination at the drainage structure, all measured in place, completed, and accepted. Separate measurement shall be made for the various types and sizes.

BASIS OF PAYMENT

110-5.1 Payment will be made at the contract unit price per linear foot for each type and size of conduit and duct bank completed and accepted, including trench and backfill with the designated material, and, for drain lines, the termination at the drainage structure. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item in accordance with the provisions and intent of the plans and specifications.

Payment will be made under:

Item L-110-5.1	Electrical Duct Bank, [# and Size] -per linear foot (meter)
Item L-110-5,2	Electrical Conduit [# and size]-per linear foot (meter)

MATERIAL REQUIREMENTS

Fed. Spec. W-C-1094	Conduit and Conduit Fittings; Plastic, Rigid (cancelled; replaced by UL 514 Boxes, Nonmetallic Outlet, Flush Device Boxes, & Covers, and UL 651 Standard for Conduit & Hope Conduit, Type EB & A Rigid PVC)
Underwriters Laboratories Standard 6	Rigid Metal Conduit
Underwriters Laboratories Standard 514B	Fittings for Cable and Conduit
Underwriters Laboratories Standard 1242	Intermediate Metal Conduit
Underwriters Laboratories Standard 651	Schedule 40 and 80 Rigid PVC Conduit (for Direct Burial)
Underwriters Laboratories Standard 651A	Type EB and A Rigid PVC Conduit and HDPE Conduit (for concrete encasement)

END OF ITEM L-110

Item L-115 Electrical Manholes and Junction Structures

DESCRIPTION

115-1.1 This item shall consist of electrical manholes and junction structures (handholes, pull boxes, junction cans, etc.) installed in accordance with this specification, at the indicated locations and conforming to the lines, grades and dimensions shown on the plans or as required by the Engineer. This item shall include the installation of each electrical manhole and/or junction structures with all associated excavation, backfilling, sheeting and bracing, concrete, reinforcing steel, ladders, appurtenances, testing, dewatering and restoration of surfaces to the satisfaction of the Engineer.

EQUIPMENT AND MATERIALS

115-2.1 GENERAL.

a. All equipment and materials covered by referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when so requested by the Engineer.

b. Manufacturer's certifications shall not relieve the Contractor of the Contractor's responsibility to provide materials in accordance with these specifications and acceptable to the Engineer. Materials supplied and/or installed that do not materially comply with these specifications shall be removed, when directed by the Engineer and replaced with materials, which do comply with these specifications, at the sole cost of the Contractor.

c. All materials and equipment used to construct this item shall be submitted to the Engineer for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be boldly and clearly made with arrows or circles (highlighting is not acceptable). Contractor is solely responsible for delays in project accruing directly or indirectly from late submissions or resubmissions of submittals.

d. The data submitted shall be sufficient, in the opinion of the Engineer, to determine compliance with the plans and specifications. [The Contractor's submittals shall be neatly bound in a properly sized 3-ring binder, tabbed by specification section.] The Engineer reserves the right to reject any and all equipment, materials or procedures, which, in the Engineer's opinion, does not meet the system design and the standards and codes, specified herein.

e. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least [twelve (12) months] from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

115-2.2 CONCRETE STRUCTURES. Cast-in-place concrete structures shall conform to the details and dimensions shown on the plans.

Provide precast concrete structures where shown on the plans. Precast concrete structures shall be an approved standard design of the manufacturer. Precast units shall have mortar or Bitumastic sealer placed between all joints to make them watertight. The structure shall be designed to withstand [lb aircraft] loads, unless otherwise shown on the plans. Openings or knockouts shall be provided in the structure as detailed on the plans.

Threaded inserts and pulling eyes shall be cast in as shown.

If the Contractor chooses to propose a different structural design, signed and sealed shop drawings, design calculations, and other information requested by the Engineer shall be submitted by the Contractor to allow for a full evaluation by the Engineer. The Engineer shall review in accordance with the process defined in the General Provisions.

115-2.3 JUNCTION CANS. Junction Cans shall be L-867 Class 1 (non-load bearing) or L-868 Class 1 (load bearing) cans encased in concrete. The cans shall have a galvanized steel blank cover, gasket, and stainless steel hardware. Covers shall be 3/8" thickness for L-867 and 3/4" thickness for L-868.

115-2.4 MORTAR. The mortar shall be composed of one part of Portland cement and two parts of mortar sand, by volume. The Portland cement shall conform to the requirements of ASTM C 150, Type I. The sand shall conform to the requirements of ASTM C 144. Hydrated lime may be added to the mixture of sand and cement in an amount not to exceed 15 percent of the weight of cement used. The hydrated lime shall meet the requirements of ASTM C 6. The water shall be clean and free of deleterious amounts of acid, alkalis or organic material. If the water is of questionable quality, it shall be tested in accordance with AASHTO T-26.

115-2.5 CONCRETE. All concrete used in structures shall conform to the requirements of Item P-610, Structural Portland Cement Concrete.

115-2.6 FRAMES AND COVERS. The frames shall conform to one of the following requirements.

a.	ASTM A 48	Gray iron castings
b.	ASTM A 47	Malleable iron castings
c.	ASTM A 27	Steel castings
d.	ASTM A 283, Grade D	Structural steel for grates and frames
e.	ASTM A 536	Ductile iron castings
f.	ASTM A 897	Austempered ductile iron castings

All castings specified shall withstand a maximum tire pressure of [psi] and maximum load of [lb].

All castings or structural steel units shall conform to the dimensions shown on the plans and shall be designed to support the loadings specified.

Each frame and cover unit shall be provided with fastening members to prevent it from being dislodged by traffic, but which will allow easy removal for access to the structure.

All castings shall be thoroughly cleaned. After fabrication, structural steel units shall be galvanized to meet the requirements of ASTM A 123.

Each cover shall have the word "ELECTRIC" or other approved designation cast on it. Each frame and cover shall be as shown on the plans or approved equivalent. No cable notches are required.

115-2.7 LADDERS. Ladders, if specified, shall be galvanized steel or as shown on the plans.

115-2.8 REINFORCING STEEL. All reinforcing steel shall be deformed bars of new billet steel meeting the requirements of ASTM A 615, Grade 60.

115-2.9 BEDDING/SPECIAL BACKFILL. Bedding or special backfill shall be as shown on the plans.

115-2.10 FLOWABLE BACKFILL. Flowable material used to backfill shall conform to the requirements of Item P-153 "Controlled Low Strength Material".

115-2.11 CABLE TRAYS. Cable trays shall be of galvanized steel, plastic, or aluminum. Cable trays shall be located as shown on the plans.

115-2.12 PLASTIC CONDUIT. Plastic conduit shall comply with Item L-110 - Airport Underground Electrical Duct Banks and Conduits.

115-2.13 CONDUIT TERMINATORS. Conduit terminators shall be pre-manufactured for the specific purpose and sized as required or as shown on the plans.

115-2.14 PULLING-IN IRONS. Pulling-in irons shall be manufactured with 7/8 in (22 mm) diameter hot-dipped galvanized steel or stress-relieved carbon steel roping designed for concrete applications (7 strand, 1/2 in diameter with an ultimate strength of 270,000 psi). Where stress-relieved carbon steel roping is used, a rustproof sleeve shall be installed at the hooking point and all exposed surfaces shall be encapsulated with a polyester coating to prevent corrosion.

115-2.15 GROUND RODS. Ground rods shall be one piece, **[solid stainless steel] [copper]** or **[copper clad].** The ground rods shall be of the length and diameter specified on the plans, but in no case shall they be less than 8-feet (240 cm) long nor less than 5/8 in (15 mm) in diameter.

CONSTRUCTION METHODS

115-3.1 UNCLASSIFIED EXCAVATION. It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation. Damage to utility lines, through lack of care in excavating, shall be repaired or replaced to the satisfaction of the Engineer without additional expense to the Owner.

The Contractor shall perform excavation for structures and structure footings to the lines and grades or elevations shown on the plans or as staked by the Engineer. The excavation shall be of sufficient size to permit the placing of the full width and length of the structure or structure footings shown.

All excavation shall be unclassified and shall be considered incidental to the respective L-115 pay item of which it is a component part. Dewatering necessary for L-115 structure installation, erosion and turbidity control, in accordance with Federal, State, and Local requirements is incidental to its respective pay item as a part of Item L-115. The cost of all excavation regardless of type of material encountered, shall be included in the unit price bid for the L-115 Item.

Boulders, logs and all other objectionable material encountered in excavation shall be removed. All rock and other hard foundation material shall be cleaned of all loose material and cut to a firm surface either level, stepped or serrated, as directed by the Engineer. All seams, crevices, disintegrated rock and thin strata shall be removed. When concrete is to rest on a surface other than rock, special care shall be taken not to disturb the bottom of the excavation. Excavation to final grade shall not be made until just before the concrete or reinforcing is to be placed.

The Contractor shall provide all bracing, sheeting and shoring necessary to implement and protect the excavation and the structure as required for safety or conformance to governing laws. The cost of bracing, sheeting and shoring shall be included in the unit price bid for the structure.

Unless otherwise provided, bracing, sheeting and shoring involved in the construction of this item shall be removed by the Contractor after the completion of the structure. Removal shall be effected in a manner that will not disturb or mar finished masonry. The cost of removal shall be included in the unit price bid for the structure.

After each excavation is completed, the Contractor shall notify the Engineer. Structures shall be placed after the Engineer has approved the depth of the excavation and the suitability of the foundation material.

Prior to installation the Contractor shall provide a minimum of 6 in of sand or a material approved by the Engineer as a suitable base to receive the structure. The base material shall be compacted and graded level and at proper elevation to receive the structure in proper relation to the conduit grade or ground cover requirements, as indicated on the plans.

115-3.2 CONCRETE STRUCTURES. Concrete structures shall be built on prepared foundations conforming to the dimensions and form indicated on the plans. The concrete and construction methods shall conform to the requirements specified in Item P-610. Any reinforcement required shall be placed as indicated on the plans and shall be approved by the Engineer before the concrete is placed.

115-3.3 PRECAST UNIT INSTALLATIONS. Precast units shall be installed plumb and true. Joints shall be made watertight by use of sealant at each tongue-and-groove joint and at roof of manhole. Excess sealant shall be removed and severe surface projections on exterior of neck shall be removed.

115-3.4 PLACEMENT AND TREATMENT OF CASTINGS, FRAMES AND FITTINGS. All castings, frames and fittings shall be placed in the positions indicated on the Plans or as directed by the Engineer and shall be set true to line and to correct elevation. If frames or fittings are to be set in concrete or cement mortar, all anchors or bolts shall be in place and position before the concrete or mortar is placed. The unit shall not be disturbed until the mortar or concrete has set.

Field connections shall be made with bolts, unless indicated otherwise. Welding will not be permitted unless shown otherwise on the approved shop drawings and written permission is granted by the casting manufacturer. Erection equipment shall be suitable and safe for the workman. Errors in shop fabrication or deformation resulting from handling and transportation that prevent the proper assembly and fitting of parts shall be reported immediately to the Engineer and approval of the method of correction shall be obtained. Approved corrections shall be made at Contractor's expense.

Anchor bolts and anchors shall be properly located and built into connection work. Bolts and anchors shall be preset by the use of templates or such other methods as may be required to locate the anchors and anchor bolts accurately.

Pulling-in irons shall be located opposite all conduit entrances into structures to provide a strong, convenient attachment for pulling-in blocks when installing cables. Pulling-in irons shall be set directly into the concrete walls of the structure.

115-3.5 INSTALLATION OF LADDERS. Ladders shall be installed such that they may be removed if necessary. Mounting brackets shall be supplied top and bottom and shall be cast in place during fabrication of the structure or drilled and grouted in place after erection of the structure.

115-3.6 REMOVAL OF SHEETING AND BRACING. In general, all sheeting and bracing used to support the sides of trenches or other open excavations shall be withdrawn as the trenches or other open excavations are being refilled. That portion of the sheeting extending below the top of a structure shall be withdrawn, unless otherwise directed, before more than six (6) in of material is placed above the top of the structure and before any bracing is removed. Voids left by the sheeting shall be carefully refilled with selected material and rammed tight with tools especially adapted for the purpose or otherwise as may be approved.

The Engineer may order the Contractor to delay the removal of sheeting and bracing if, in his judgment, the installed work has not attained the necessary strength to permit placing of backfill.

115-3.7 BACKFILLING. After a structure has been completed, the area around it shall be backfilled in horizontal layers not to exceed 6 in in thickness measured after compaction to the density requirements in Item P-152. Each layer shall be deposited all around the structure to approximately the same elevation. The top of the fill shall meet the elevation shown on the plans or as directed by the Engineer.

Backfill shall not be placed against any structure until permission is given by the Engineer. In the case of concrete, such permission shall not be given until tests made by the laboratory under supervision of the Engineer establish that the concrete has attained sufficient strength to provide a factor of safety against damage or strain in withstanding any pressure created by the backfill or the methods used in placing it.

Where required, the Engineer may direct the Contractor to add, at his own expense, sufficient water during compaction to assure a complete consolidation of the backfill. The Contractor shall be responsible for all damage or injury done to conduits, duct banks, structures, property or persons due to improper placing or compacting of backfill.

115-3.8 CONNECTION OF DUCT BANKS. To relieve stress of joint between concrete-encased duct banks and structure walls, reinforcement rods shall be placed in the structure wall and shall be formed and tied into duct bank reinforcement at the time the duct bank is installed.

115-3.9 GROUNDING. A ground rod shall be installed in the floor of all concrete structures so that the top of rod extends 6 in (154 mm) above the floor. The ground rod shall be installed within 1 ft of a corner of the concrete structure. Ground rods shall be installed prior to casting the bottom slab. Where the soil condition does not permit driving the ground rod into the earth without damage to the ground rod, the Contractor shall drill a 4 in diameter hole into the earth to receive the ground rod. The hole around the ground rod shall be filled throughout its length, below slab, with Portland cement grout. Ground rods shall be installed in precast bottom slab of structures by drilling a hole through bottom slab and installing the ground rod. Bottom slab penetration shall be sealed watertight with Portland cement grout around the ground rod.

A grounding bus of 4/0 bare stranded copper shall be exothermically bonded to the ground rod and loop the concrete structure walls. The ground bus shall be a minimum of 1 ft above the floor of the structure and separate from other cables. No. 2 AWG bare copper pigtails shall bond the grounding bus to all cable trays and other metal hardware within the concrete structure. Connections to the grounding bus shall be exothermic. Hardware connections may be mechanical, using a lug designed for that purpose.

115-3.10 CLEANUP AND REPAIR. After erection of all galvanized items, damaged areas shall be repaired by applying a liquid cold-galvanizing compound conforming MIL-P-21035. Surfaces shall be prepared and compound applied in accordance with manufacturer's recommendations.

Prior to acceptance, the entire structure shall be cleaned of all dirt and debris.

115-3.11 RESTORATION. After the backfill is completed, the Contractor shall dispose of all surplus material, dirt and rubbish from the site. The Contractor shall restore all disturbed areas equivalent to or better than their original condition. All sodding, grading and restoration shall be considered incidental to the respective L-115 pay item.

The Contractor shall grade around structures as required to provide positive drainage away from the structure.

Areas with special surface treatment, such as roads, sidewalks, or other paved areas shall have backfill compacted to match surrounding areas, and surfaces shall be repaired using materials comparable to original materials.

After all work is completed, the Contractor shall remove all tools and other equipment, leaving the entire site free, clear and in good condition.

115-3.12 INSPECTION. Prior to final approval, the electrical structures shall be thoroughly inspected for conformance with the plans and this specification. Any indication of defects in materials or workmanship shall be further investigated and corrected. The earth resistance to ground of each ground rod shall not exceed 25 ohms. Each ground rod shall be tested using the fall-of-potential ground impedance test as described by ANSI IEEE Standard 81. This test shall be performed prior to establishing connections to other ground electrodes.

115-3.13 Manhole Elevation Adjustments. The Contractor shall adjust the tops of existing manholes in areas designated in the Contract Documents to the new elevations shown. The Contractor shall be responsible for determining the exact height adjustment required to raise the top of each manhole to the new elevations. The existing top elevation of each manhole to be adjusted shall be determined in the field and subtracted/added from the proposed top elevation.

The Contractor shall remove/extend the existing top section or ring and cover on the manhole structure or manhole access. The Contractor shall then install precast concrete sections or grade rings of the required dimensions to adjust the manhole top to the new proposed elevation or shall cut the existing manhole walls to shorten the existing structure, as required by final grades. Finally, the Contractor shall reinstall the manhole top section or ring and cover on top and check the new top elevation.

The Contractor shall construct a concrete slab around the top of adjusted structures located in graded areas that are not to be paved. The concrete slab shall conform to the dimensions shown on the plans.

115-3.14 Duct Extension to Existing Ducts. Where existing concrete encased ducts are to be extended, the duct extension shall be concrete encased plastic conduit. The fittings to connect the ducts together shall be standard manufactured connectors designed and approved for the purpose. The duct extensions shall be installed according to the concrete encased duct detail and as shown on the plans.

METHOD OF MEASUREMENT

115-4.1 Electrical manholes and junction structures shall be measured by each unit completed in place and accepted. The following additional items are specifically included in each unit.

All Required Excavation, Dewatering

Sheeting and Bracing

All Required Backfilling with On-Site Materials

Restoration of All Surfaces and Finished Grading, Sodding

All Required Connections

Dewatering If Required

Temporary Cables and Connections

Ground Rod Testing

115-4.2 Manhole elevation adjustments shall be measured by the completed unit installed, in place, completed, and accepted. Separate measurement shall not be made for the various types and sizes.

BASIS OF PAYMENT

115-5.1 The accepted quantity of electrical manholes and junction structures will be paid for at the Contract unit price per each, complete and in place. This price shall be full compensation for furnishing all materials and for all preparation, excavation, backfilling and placing of the materials, furnishing and installation of appurtenances and connections to duct banks and other structures as may be required to complete the item as shown on the plans and for all labor, equipment, tools and incidentals necessary to complete the structure.

115-5.2 Payment shall be made at the contract unit price for manhole elevation adjustments. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary, including but not limited to, spacers, concrete, rebar, dewatering, excavating, backfill, topsoil, sodding and pavement restoration, where required, to complete this item as shown in the plans and to the satisfaction of the Engineer.

Payment will be made under:

Item L-115-5.1	Electrical Manhole [size and type] -Per Each
Item L-115-5.2	Electrical Junction Structure [size and type] -Per Each
Item L-I15-5.3	Existing Electrical Manhole/Junction Structure Elevation Adjustment [size and type] – Per Each

MATERIAL REQUIREMENTS

ANSI/IEEE Std 81	IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-26	Specification for L-823 Plug and Receptacle Cable Connectors
FED SPEC J-C-30	Cable and Wire, Electrical Power, Fixed Installation (cancelled; replaced by AA-59544 Cable and Wire, Electrical (Power, Fixed Installation))
ASTM B.3	Soft or Annealed Copper Wire
ASTM B.8	Concentric-Lay-Stranded Copper Conductor, Hard, Medium-Hard, or Soft

END OF ITEM L-115

Item L-119 Airport Obstruction Lights

DESCRIPTION

119-1.1 This item shall consist of furnishing and installing obstruction lights in accordance with these specifications. Included in this item shall be the furnishing and installing of wood poles, steel or iron pipes, or other supports as required in the plans or specifications.

This item shall also include all wire and cable connections, the furnishing and installing of all necessary conduits and fittings, insulators, pole steps, pole cross arms, and the painting of poles and pipes. In addition, it includes the furnishing and installing of all lamps and, if required, the furnishing and installing of insulating transformers, the servicing and testing of the installation and all incidentals necessary to place the lights in operation as completed units to the satisfaction of the Engineer.

EQUIPMENT AND MATERIALS

119-2.1 GENERAL.

a. Airport lighting equipment and materials covered by Federal Aviation Administration (FAA) specifications shall be certified and listed under Advisory Circular (AC) 150/5345-53, Airport Lighting Equipment Certification Program.

b. All other equipment and materials covered by other reference specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the Engineer.

c. Manufacturer's certifications shall not relieve the Contractor of the Contractor's responsibility to provide materials in accordance with these specifications and acceptable to the Engineer. Materials supplied and/or installed that do not materially comply with these specifications shall be removed, when directed by the Engineer and replaced with materials, which do comply with these specifications, at the sole cost of the Contractor.

d. All materials and equipment used to construct this item shall be submitted to the Engineer for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be boldly and clearly made with arrows or circles (highlighting is not acceptable). Contractor is solely responsible for delays in project accruing directly or indirectly from late submissions or resubmissions of submittals.

e. The data submitted shall be sufficient, in the opinion of the Engineer, to determine compliance with the plans and specifications. [The Contractor's submittals shall be neatly bound in a properly sized 3-ring binder, tabbed by specification section.] The Engineer reserves the right to reject any and all equipment, materials or procedures, which, in the Engineer's opinion, does not meet the system design and the standards and codes, specified herein.

f. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least [twelve (12) months] from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

119-2.2 OBSTRUCTION LIGHTS. The obstruction lights shall conform to the requirements of AC 150/5345-43, Specification for Obstruction Lighting Equipment.

119-2.3 ISOLATION TRANSFORMERS. Where required for series circuits, the isolation transformers shall conform to the requirements of AC 150/5345-47, Isolation Transformers for Airport Lighting Systems.

119-2.4 TRANSFORMER HOUSING. Transformer housings, if specified, shall conform to AC 150/5345-42, Specification for Airport Light Base and Transformer Housings, Junction Boxes, and Accessories.

119-2.5 CONDUIT. Steel conduit and fittings shall be in accordance with Underwriters Laboratories Standard 6, 514, and 1242.

119-2.6 PLASTIC CONDUIT (for use below grade only). Plastic conduit and fittings-shall conform to the requirements of Fed. Spec. W--C-1094 and Underwriters Laboratories Standards UL-651 and shall be one of the following, as shown on the plans:

a. Type I–Schedule 40 PVC suitable for underground use either direct-buried or encased in concrete.

b. Type II–Schedule 40 PVC suitable for either above ground or underground use.

119-2.7 WIRES. Wires in conduit rated up to 5,000 volts shall conform to AC 150/5345 7, Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits, for rubber insulated neoprene covered wire, or Fed. Spec. J-C-30, Type RHW, for rubber insulated fibrous covered wire. For ratings up to 600 volts, thermoplastic wire conforming to Fed. Spec. J-C-30, Types TW, THW, and THWN-2, shall be used. The wires shall be of the type, size, number of conductors, and voltage shown in the plans or in the proposal. Overhead line wire from pole to pole, where specified, shall conform to ANSI/ICEA S-70-547-1992.

119-2.8 MISCELLANEOUS. Paint, poles, pole steps, insulators, and all other miscellaneous materials necessary for the completion of this item shall be new and first-grade commercial products. These products shall be as specified in the plans or specifications.

CONSTRUCTION METHODS

119-3.1 PLACING THE OBSTRUCTION LIGHTS. The Contractor shall furnish and install single-or double-obstruction lights as specified in the proposal and shown in the plans. The obstruction lights shall be mounted on poles, buildings, or towers approximately at the location shown in the plans. The exact location shall be as directed by the Engineer.

119-3.2 INSTALLATION ON POLES. Where obstruction lights are to be mounted on poles, each obstruction light shall be installed with its hub at least as high as the top of the pole. All wiring shall be run in not less than 1 in (25 mm) galvanized rigid steel conduit. If specified, pole steps shall be furnished and installed, the lowest step being 5 feet (150 cm) above ground level. Steps shall be installed alternately on diametrically opposite sides of the pole to give a rise of 18 in (45 cm) for each step. Conduit shall be fastened to the pole with galvanized steel pipe straps and shall be secured by galvanized lag screws. Poles shall be painted as shown in the plans and specifications.

When obstruction lights are installed on existing telephone or power poles, a large fiber insulating sleeve of adequate diameter and not less than 4-feet (120 cm) long, shall be installed to extend 6 in (150 mm) above the conductors on the upper cross arm. In addition, the sleeve shall be at least 18 in (45 cm) below the conductors on the lower cross arm. The details of this installation shall be in accordance with the plans.

119-3.3 INSTALLATION ON BEACON TOWER. Where obstruction lights are installed on a beacon tower, two obstruction lights shall be mounted on top of the beacon tower using 1 in (25 mm) conduit. The conduit shall screw directly into the obstruction light fixtures and shall support them at a height of not less than 4 in (100 mm) above the top of the rotating beacon. If obstruction lights are specified at lower levels, the Contractor shall install not less than I in (25 mm) galvanized rigid steel conduit with standard conduit fittings for mounting the fixtures. The fixtures shall be mounted in an upright position in all cases. The conduit shall be fastened to the tower members with "wraplock" straps, clamps, or approved fasteners spaced approximately 5 feet (150 cm) apart. Three coats of aviation-orange paint shall be applied (one prime, one body, and one finish coat) to all exposed material installed.

119 3.4 INSTALLATION ON BUILDINGS, TOWERS, SMOKESTACKS, ETC. Where obstruction lights are to be installed on buildings or similar structures, the installation shall be made in accordance with details shown in the plans. The hub of the obstruction light shall be not less than 1 ft (30 cm) above the highest point of the obstruction except in the case of smokestacks where the uppermost units shall be mounted not less than 5 feet (150 cm), nor more than 10 feet (3 m) below the top of the stack. Conduit supporting the obstruction light units shall be fastened to wooden structures with galvanized steel pipe straps and shall be secured by 1-½ in (37 mm) No. 10 galvanized wood screws. Conduit shall be fastened to masonry structures by the use of expansion shields, screw anchors, or toggle bolts using No. 10, or larger, galvanized wood or machine screws. Conduit fastened to structural steel shall have the straps held with not less than No. 10 roundhead machine screws in drilled and tapped holes. Fastenings shall be approximately 5 feet (150 cm) apart. Three coats of aviation-orange paint shall be applied (one prime, one body, and one finish coat) to all exposed material installed.

119-3.5 SERIES ISOLATION TRANSFORMERS. The L-810 series obstruction light does not include a film cutout; therefore, an isolation transformer is required with each series lamp. Double series units of this type require two series insulating transformers. The transformer shall be housed in a base or buried directly in the earth in accordance with the details shown in the plans.

119-3.6 WIRING. The Contractor shall furnish all necessary labor and materials and shall make complete electrical connections from the underground cable or other source of power in accordance with the wiring diagram furnished with the project plans. If underground cable is required for the power feed and if duct is required under paved areas, the cable and duct shall be installed in accordance with and paid for as described in Item L-108, Underground Power Cable for Airports, and Item L-110, Airport Underground Electrical Duct Banks and Conduit.

119-3.7 LAMPS. The Contractor shall furnish and install in each unit one or two lamps, as required, conforming to the manufacturer's requirements.

119-3.8 TESTS. The installation shall be fully tested by continuous operation for not less than 1/2 hour as a completed unit prior to acceptance. These tests shall include the functioning of each control not less than 10 times.

METHOD OF MEASUREMENT

119-4.1 The quantity of lights to be paid for under this item shall be the number of single- or double-type obstruction lights installed and accepted as completed units, in place, ready for operation.

BASIS OF PAYMENT

119-5.1 Payment will be made at the contract unit price for each completed obstruction light installed, in place by the Contractor, and accepted by the Engineer. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

Item L-119-5.1	Airport Obstruction Light, in Place-per each

MATERIAL REQUIREMENTS

AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-42	Specification for Airport Light Base and Transformer Housing, Junction Boxes, and Accessories
AC 150/5345-43	Specification for Obstruction Lighting Equipment
AC 150/5345-47	Isolation Transformers for Airport Lighting Systems
ANSI/ICEA S-70-547-1992	Weather-Resistant Polyolefin-Covered Wire and Cable
FED SPEC J-C-30	Cable and Wire, Electrical (Power, Fixed Installation) (cancelled; replaced by AA-59544 Cable and Wire, Electrical (Power, Fixed Installation))

END OF ITEM L-119

ITEM S001 MOBILIZATION

S001.01 DESCRIPTION. This work consists of preparatory work and operations, including those necessary for movement of personnel, equipment, supplies and incidentals to the project site; the establishment of offices, buildings and other facilities necessary for work on the project; the cost of bonds and any required insurance; and other preconstruction expenses necessary for start of the work, excluding the cost of construction materials.

S001.02 PAYMENT.

Payment will be made under:

Item No.	Pay Item	Pay Unit
S001	Mobilization	Lump Sum

ITEM S002 COLD PLANING ASPHALTIC PAVEMENT

S002-1 DESCRIPTION. This work consists of removing asphaltic concrete surfacing in accordance with these specifications and in conformity with the average depth, width, grade, cross-slope and typical sections shown on the plans or established.

S002-2 EQUIPMENT. Equipment for cold planing asphaltic surfacing shall be an approved, self-propelled planing machine or grinder. Equipment shall have sufficient power, traction and stability to remove the thickness of asphaltic concrete necessary to provide profile grade and cross slope uniformly across the surface. Cold planing equipment shall be capable of working from an erected stringline, shoe device or approved traveling reference plane that will accurately reflect, the average grade of the surface on which it is to be operated and shall have an automatic system for controlling cross slope at a given rate. Adequate loading equipment shall be provided to immediately remove materials cut from the surface and discharge the cuttings into a truck or on the shoulder as specified or directed. Adequate personnel shall be provided to ensure that the millings are removed from the surface daily. The drum shall be round and true with sufficient number of teeth to yield a uniform and fine textured surface. The machine shall be equipped with means to control dust created by the cutting action and shall have a system providing for uniformly varying the depth of cut while the machine is in motion.

S002-3 CONSTRUCTION REQUIREMENTS.

(a) General: The maximum forward speed of the planing machine shall be 40 feet (12.0 m) per minute.The engineer may approve forward speeds greater than 40 feet (12.0 m) per minute provided the planed surface is uniform and fine textured and conforms to the surface tolerance requirements for a binder course. This speed may be reduced as directed to provide a planed surface of uniform and fine texture with the specified grade and cross slope. If ridges are excessive, the engineer may require additional milling, replacement of teeth, or other corrective action. The maximum depth of cold planing shall be 2 inches (50 mm) per pass.

The traveling reference plane will be used on the first pass of the cold planing machine. The shoe device may be used on adjacent passes. This is the minimum acceptable method and the contractor must meet or exceed current surface tolerance specifications.

Asphaltic concrete next to structures or in small irregular areas that cannot be removed by the planing machine shall be removed by other acceptable methods.

Pavement surfaces resulting from planing operations shall be of uniform texture, grade and cross-slope and free from loose material. Planed surfaces not meeting these requirements shall be replaned at no direct pay. No uneven, undulating surfaces will be accepted. The contractor shall provide drainage of planed areas where needed by cutting through the shoulder to the ditch on the same day that adjacent cold planing is performed.

The cold planing operation shall not precede the subsequent paving operation by more than

15 calendar days. This time may be extended by the engineer if extensive joint repairs, patching or shoulder stabilization is required.

DeSoto encourages reclamation and recycling of all materials obtained within the project limits. All reclaimed asphaltic pavement (RAP) material to be retained by DeSoto for its recycling program, or by other government entities, shall be hauled by the contractor to the storage facility indicated on the plans and stockpiled as directed. The contractor may also be required to retain a specified percentage or quantity of the RAP generated by the project. When so specified, the bidder shall indicate in his bid the value of the retained material that he used in calculating his bid.

Millings containing lightweight aggregate shall not be used as RAP in asphaltic concrete mixtures.

Required joint repairs shall be made after planing. Pavement patching shall be completed before planing, unless additional areas requiring patching are exposed by the cold planing.

(b) The surface tolerance requirements of the cold planed surface for single lift overlays shall meet the requirements for binder course in Section 502.

S002-4 MEASUREMENT. Measurement of cold planing will be made by the square yard of asphaltic concrete surfacing satisfactorily removed. No additional measurement will be made for multiple passes required to achieve total cold planing depth indicated in the plans. Measurement of contractor retained RAP will be by the cubic yard, theoretical in-place plan quantity, and will be credited to the Owner by treating it as a negative quantity in the Schedule of Pay Items.

S002-5 PAYMENT. Payment for cold planing of asphaltic pavement will be made at the contract unit price per square yard, which includes the costs for removing, hauling and stockpiling of RAP material. The value of the RAP material retained by the contractor will be credited to the Owner at the contract unit price for the retained material.

Drainage cuts placed through the shoulders and transitions at transverse joints will be at no additional pay.

Payment will be made under:

Item No.	Pay Item	Pay Unit
S002	Cold Planing Asphaltic Pavement (Milling Max 3" Depth)	Square Yard

END ITEM S002

ITEM S003 CONSTRUCTION LAYOUT

The Contractor will be responsible for establishing all lines and grades and staking out all work on this project, including establishing sufficient vertical and horizontal points for utility location. Owner shall provide engineering surveys to establish reference point for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the work. If the Contractors works from intermediate bench marks shown on the plans, he is cautioned against accepting the values shown without checking against the bench mark established by the owner for vertical control on this project.

The Contractor shall employ sufficient qualified engineering personnel experienced in layout to correctly establish and keep complete and comprehensive records of all lines and grades necessary from initial layout to final acceptance. The Contractor will be liable for the accuracy of the initial layout and all subsequent alignment and elevations and shall, at his own expense, rebuild, repair or make good any portion of the work found to be incorrectly position either horizontally or vertically at any time before final acceptance. The Contractor shall notify the Owner's Representative immediately of any apparent errors in the plans.

The Owner's Representative may, at his option, make either spot of complete checks on all construction alignment and grades to determine the correctness of the survey work; however, these checks will not relieve the Contractor of his responsibility for constructing the work in the positions and to the elevations shown on the plans or approved revisions thereto.

Payment will be made under:

Item No.	**Pay Item**	**Pay Unit**
S003	Construction Layout	Lump Sum

END ITEM S003

ITEM S004 RELOCATE RUNWAY/TAXIWAY LIGHTS

S004-1 DESCRIPTION. This section provides the standards for relocation of existing runway and taxiway edge lights, REIL lights, and threshold lights used on paved airfield pavements (runways, taxiways, aprons) and paved airfield roadways.

S004-2 CONSTRUCTION REQUIREMENTS.

(a) General: This item shall include the relocation of existing runway and taxiway edge lights, REIL lights, and threshold lights. Work included shall consist of providing a splice at the existing edge light locations to intercept existing direct buried 5KV cable, providing L-823 connectors with 5KV heat shrink tubing, providing extension of existing 5KV cable to new light locations, providing L-867 can at new light locations, relocating existing lights and modifying stake mounting to can mounting, relocating existing L-830 transformers to new can at new light locations, providing L-823 connectors with 5KV heat shrink tubing to connect relocated light in new can, and providing concrete maintenance pad. This item shall also include the relocation of two existing sets of PAPI lights. Work included shall consist of providing new concrete maintenance pads, relocating the existing PAPI lights, cans, and equipment and extension and termination of cabling to new light locations.

S004-3 MEASUREMENT.

There will be no separate measurement for payment.

S004-4 PAYMENT.

Payment will be made under:

Item No.	Pay Item	Pay Unit
S004	Relocate Runway/Taxiway Lights	LUMP SUM

END ITEM S004

ITEM S006 PAVEMENT MARKING REMOVAL

S006-1 DESCRIPTION. This section provides the standards for removal of surface markings used on paved airfield pavements (runways, taxiways, aprons) and paved airfield roadways.

S006-2 CONSTRUCTION REQUIREMENTS. Removal of Markings.

(a) General: Pavement markings that are no longer needed are not to be painted over but instead are to be physically removed. Physical removal of markings is achieved by water blasting, shot blasting, sand blasting, chemical removal, or other acceptable means that do not harm the pavement. The physical removal shall be to the limits shown on the plans.

S006-3 MEASUREMENT.

The pavement marking removal will be measured by the square foot.

S006-4 PAYMENT.

Payment will be made at the contract unit price per square foot for the pavement marking removal.

Payment will be made under:

Item No.	Pay Item	Pay Unit
S006	Pavement Marking Removal	per square foot

END ITEM S006

ITEM S007 PULVERIZED, COMPACTED, EXISTING PAVEMENT

S007-1 DESCRIPTION. This section provides the standards for pulverizing, mixing with excess milled material and compacting existing pavement.

S007-2 CONSTRUCTION REQUIREMENTS.

(a) General: Scarify, remove and stockpile existing asphaltic concrete and existing base. On a hard stand, add 20% percent by volume of excess milled material. Mechanically (by rolling and re-spreading) produce a uniform mixture with the maximum aggregate size being 1" inch. Place mixture in designated area and compact to 98% percent standard proctor.

S007-3 MEASUREMENT.

The pulverized, compacted, existing pavement will be measured by the square yard, 10" deep.

S007-4 PAYMENT.

Payment will be made at the contract unit price per square yard, 10" deep for the pulverized, compacted existing pavement.

Payment will be made under:

Item No.	Pay Item	Pay Unit
S007	Pulverized, Compacted, Existing Pavement	per square yard 10" deep

END ITEM S007

APPENDIX I - WATTLES
(FIBER ROLL EROSION CONTROL)

PART 1 - GENERAL

1.01 DESCRIPTION

A. Fiber rolls (fiber logs or straw wattles) are tube-shaped erosion-control devices filled with straw, flax, rice, coconut fiber material, or composted material. Each roll is wrapped with UV-degradable polypropylene netting for longevity or with 100 percent biodegradable materials like burlap, jute, or coir.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. Products shall be as manufactured by one of the following:
   1. Specialty Construction Supply
   2. ACF Environmental
   3. L&M Supply Company
   4. North American Green

B. Substitutions: Must be approved equals submitted in accordance with this project manual.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Comply with manufacturer's recommendations and requirements for installation.

B. Comply with MDOT (Mississippi Department of Transportation) regulations and guidelines.

C. Fiber rolls shall be used in areas of low shear stress. Avoid using them in channels that are actively incising or in reaches with large debris loads or potential for significant ice buildup. Fiber rolls shall be used to control erosion in a variety of areas--along highways and at construction sites,etc. Fiber rolls shall be suitable in the following settings:
   a. Along the toe, top, face, and at-grade breaks of exposed and erodible slopes to shorten slope length and spread runoff as sheet flow
   b. At the end of a downward slope where it transitions to a steeper slope

c. Along the perimeter of a project
d. As check dams in unlined ditches
e. Downslope of exposed soil areas
f. Around temporary stockpiles Siting and Design Considerations

D. Fiber rolls should be prefabricated rolls or rolled tubes of geotextiles fabric. When rolling the tubes, make sure each tube is at least 8 inches in diameter. Bind the rolls at each end and every 4 feet along the length of the roll with jute-type twine.

END ITEM

CONTRACT DOCUMENTS

SECTION A: ADVERTISEMENT FOR BIDDERS

Proof of Publication Required.

SEALED BIDS for construction of the following will be received by the City of Hattiesburg in the City Clerks Office, City Hall, Hattiesburg, MS 39401 until 10:00 a.m. Central Time on Monday, May 11, 2015 for Hattiesburg-Bobby L. Chain Airport Runway 13-31 Rehabilitation Restoration, (AIP No. 3-28-0031-0022-2015) for the City of Hattiesburg.

This project shall generally consist of work which includes: milling, paving, marking and electrical adjustment.

Each bid shall generally be accompanied by a bid bond, certified check or cashier's check for an amount equal to five (5) percent of the total base bid.

Bids will be publicly opened and read aloud. Any bid received after closing time will be returned unopened.

Copies of the Contract Documents are on file at the City Engineering Office; 212 West Front Street; Hattiesburg, MS 39401 and are open for public inspection.

Contract documents may be examined and secured by licensed contractors, sub-contractors, and material suppliers from ARE Consultants, Inc. at (318) 222-8252. Additional copies are available at the City Engineering Office; inquires to Lamar Rutland, P.E.; Director of Engineering; City of Hattiesburg; 212 West Front Street; Hattiesburg, MS 39401; PH (601) 545-4540. Plans available upon receipt of Two Hundred Dollars ($200.00) deposit per set obtained. Direct questions should be made to the Engineer at (318) 222-8252. The deposit will be refunded upon return of the drawings and specifications in good condition within ten (10) days after date of opening of bids.

Evidence that a Contractor holds a valid Mississippi Contractor's License must be presented prior to release of bidding documents and/or submittal of a bid proposal. The required classification is Mississippi Highway.

It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds.

The proposed contract is subject to the Buy American provision under Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990. Details of such requirements are contained in the specifications.

The following question will be asked of all bidders: "Has the bidder defaulted on a contract or ever been involved in litigation with a political subdivision of the State of Mississippi or any other state or country?" _____ YES _____NO If "YES," please supply full details.

The City of Hattiesburg reserves the right to reject any or all bids and to waive informalities.

The bids shall be presented in a sealed envelope marked:

Bobby L. Chain Airport
Runway 13-31 Rehabilitation Restoration
AIP No. 3-28-0031-0022-2015
for the City of Hattiesburg.

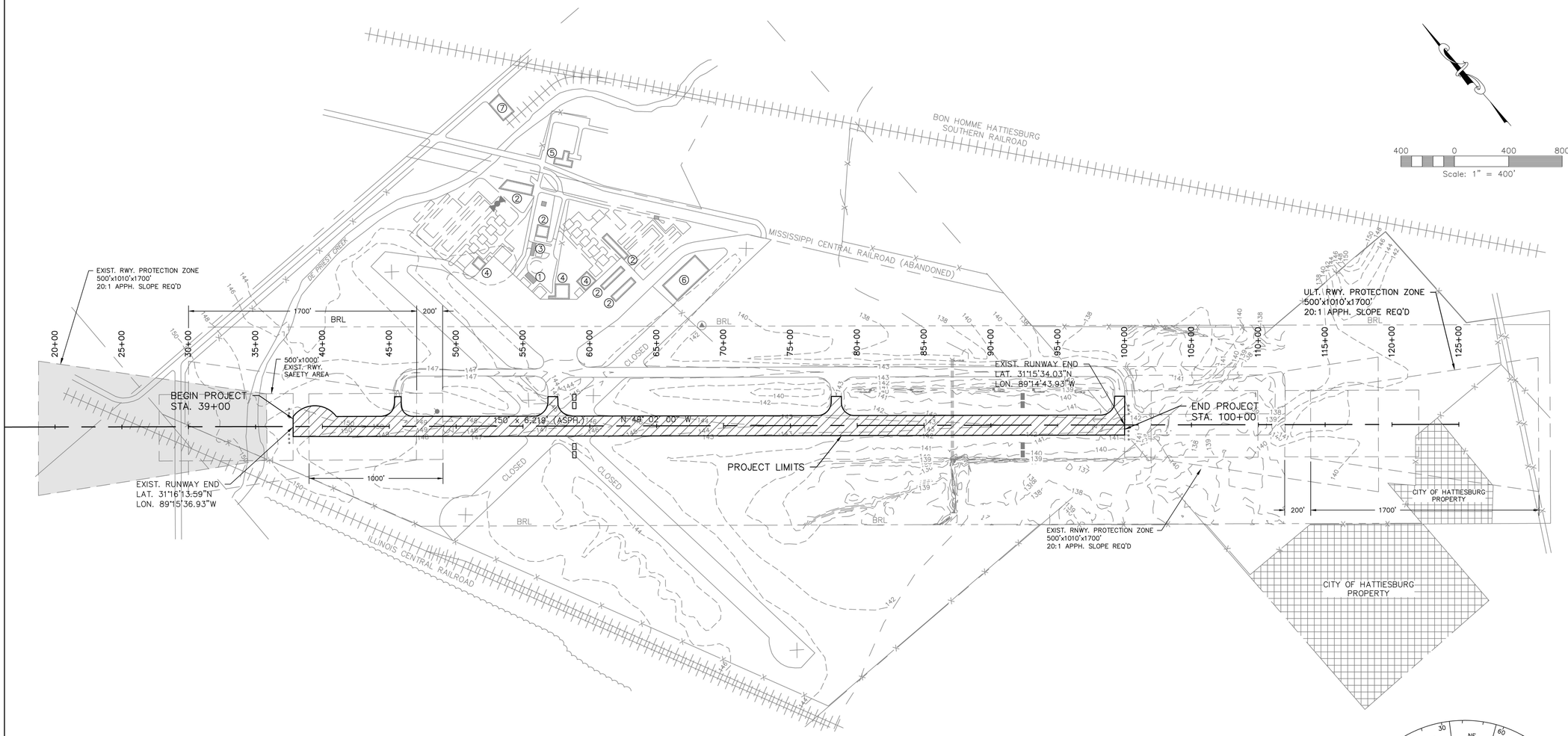
BID DATE: Monday, May 11, 2015, 10:00 a.m. Central Time

A mandatory pre-bid conference is scheduled for 11:30 a.m. Thursday, April 30, 2015, in the Airport Conference, Hattiesburg, MS 39403.

Purchasing Director

Publish in Hattiesburg American & Clarion Ledger
Friday, April 10, 2015
Friday, April 17, 2015


SANDRA DAVIS
LICENSED PROFESSIONAL
CIVIL
ENGINEER
20710
STATE OF MISSISSIPPI



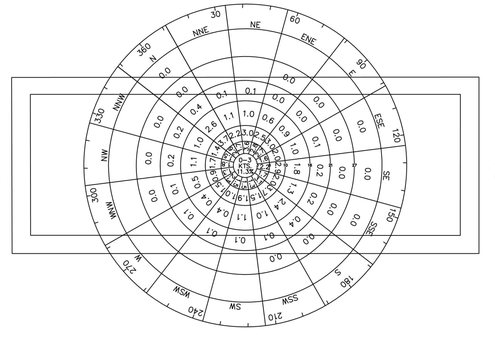
RUNWAY DATA TABLE			
		13/31	13/31
		EXISTING	ULTIMATE
PAVEMENT STRENGTH		55(S), 70(D), 110(DT)	
PAVEMENT TYPE		ASPH.	
TOUCHDOWN ZONE ELEVATION (TDZE)		XXX	
RUNWAY LIGHTING		MIRL	
RUNWAY MARKING		N.P.I.	
RUNWAY LENGTH		6219	
RUNWAY WIDTH		150'	
VISUAL APPROACH AIDS		13 – PAPI 31 – PAPI	
INSTRUMENT RUNWAY		V	
TORA TAKEOFF RUNWAY AVAILABLE		5099'	
TODA TAKEOFF DISTANCE AVAILABLE		6219'	
ASDA ACCELERATE STOP DIST. AVAIL.		5099'	
LDA LANDING DIST. AVAILABLE		5099'	
APPROACH VISIBILITY		X	
FAR PART 77 CATEGORY		X	
RUNWAY 13 END COORDINATES	LAT.	N31°16'13.59"	
	LONG.	W89°15'36.93"	
RUNWAY 31 END COORDINATES	LAT.	N31°15'34.03"	
	LONG.	W89°14'43.93"	

AIRPORT DATA TABLE			
		EXISTING	ULTIMATE
AIRPORT ELEVATION (M.S.L.)			
MEAN MAX. TEMP. (HOTTEST MONTH)		92.0° (JULY)	
NAVIGATIONAL AIDS		BEACON/NDB	
AIRPORT REFERENCE POINT (ARP)	LAT.		
	LONG.		
AIRPORT REFERENCE CODE		C–II	
NPIAS SERVICE LEVEL			

BUILDING TABLE	TOP ELEV.
1 ADMINISTRATION BLDG.	154'
2 HANGAR	164'
3 FIRE & CRASH BLDG.	154'
4 F.B.O. BLDG.	174'
5 ARMY RESERVE CENTER	156'
6 MILLER – PICKING CONC. BLK. BLDG.	179'
7 PERMA COAT BLDG.	154'

* PENETRATES 7:1 TRANSITIONAL SURFACE

LEGEND TABLE		
	EXISTING	ULTIMATE
PROPERTY LINE		
SECTION LINE		
OBJECT FREE AREA (OFA)		
BUILDING RESTRICTION LINE (BRL)		
RUNWAY SAFETY AREA (RSA)/RUNWAY PROTECTION ZONE (RPZ)		
AIRFIELD PAVEMENT		
BUILDING		
AIRPORT PERIMETER FENCE		
DITCH		
POWER POLE		
ROTATING BEACON		
LIGHTED WIND CONE W/SEGMENTED CIRCLE		
RUNWAY END IDENTIFICATION LIGHTS (REIL'S)		
RUNWAY THRESHOLD LIGHTS		
PRECISION APPROACH PATH INDICATORS		
ELECTRICAL VAULT		
NDB		
GROUND CONTOUR		
RPZ AREA		
GUIDANCE SIGN		
AUTOMATED WEATHER OBSERVATION SYSTEMS (A.W.O.S.)		
LIGHTED WIND TEE		
STORM DRAINAGE		



SOURCE:
NATIONAL OCEANIC & ATMOSPHERIC ADMINISTRATION, MOBILE, ALABAMA
PERIOD OF RECORD: 1965 THRU 1974 (29,205 OBSERVATIONS)

WIND COVERAGE:
(15 MPH, ALL WEATHER): 13/31: (95.70%)
(12 MPH, ALL WEATHER): 13/31: (94.13%)
(15 MPH, RESTRICTED VISIBILITY): 13/31: (96.88%)

NOTE: WIND COVERAGE ANALYSIS IS DUPLICATED FROM EXISTING AIRPORT LAYOUT PLAN.

ALL WEATHER WINDROSE

EJES INCORPORATED
9401 LBJ FREEWAY, STE. 300
DALLAS, TEXAS 75243
(P) 214-343-1210
(F) 214-343-3885
201 WILKINSON STREET
SHREVEPORT, LA. 71104
(P) 318-670-7275
(F) 318-670-7275

AIRPORT LAYOUT PLAN

RUNWAY 13-31 REHABILITATION / RESTORATION
HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
HATTIESBURG, MS

ARE AIR REUNION CONSULTANTS
Design & Management Professionals
Aviation, Civil Engineering
Education & Development
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Date: 02/2015
Scale: 1"=400'
Drawn: K.D.B.
Checked: S.A.D.
A R E Job Number: 15-0201
Sheet No.: 2
Drawing File:

SUMMARY OF QUANTITIES

BID SCHEDULE				
RUNWAY IMPROVEMENTS				
ITEM NO.	ITEM	QUANTITY (BASE BID)	QUANTITY (ADDITIVE ALTERNATE 1) OUTBOARD RUNWAY NON-PARTICIPATING	UNIT
P-209	CRUSHED AGGREGATE BASE	626	0	C.Y.
P-401-8.1a	BITUMINOUS SURFACE COURSE	11,560	654	TON
P-403	BITMINOUS LEVELING COURSE	1,500	0	TON
P-602	BITUMINOUS PRIME COAT	800	500	GAL
P-603	BITUMINOUS TACK COAT	9,200	2,500	GAL
EB-44B	COAL-TAR SEALER/REJUVENATOR	1,695	0	S.Y.
P-605-5.2	CRACK RESEALING ASPHALT PAVEMENT	29,200	14,600	L.F.
P-605-5.4	JOINT WIDENING & DEEPENING	20,000	10,000	L.F.
P-620-5.1(A)	RUNWAY AND TAXIWAY PAINTING	40,000	1,000	S.F.
P-621	GROOVING	67,777	0	S.Y.
S001	MOBILIZATION	1	0	LUMP SUM
S002	COLD PLANING ASPHALT PAVEMENT (MILLING MAX 3" DEPTH)	74,457	0	S.Y.
S003	CONSTRUCTION LAYOUT	1	0	LUMP SUM
S004	RELOCATE RUNWAY/TAXIWAY LIGHTS	1	0	LUMP SUM
S006	PAVEMENT MARKING REMOVAL	67,440	0	S.F.
S007	PULVERIZE & COMPACT EXISTING PAVEMENT	7,100	4,400	S.Y.

GENERAL NOTES

1. CALL "MS ONE CALL" AT 1-800-227-6477 AND UTILITY COMPANIES.
2. CONTRACTOR SHALL FIELD VERIFY LOCATION AND GRADE OF ALL PROPOSED IMPROVEMENTS. CONFLICTS OR DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER.
3. CONTRACTOR SHALL REPAIR DAMAGE TO EXISTING PAVEMENT, WALKS AND OTHER FACILITIES CAUSED BY CONSTRUCTION AT NO ADDITIONAL PAY.
4. ALL REQUIRED CONSTRUCTION SIGNS, BARRICADES, AND WORK ZONE TRAFFIC CONTROL SHALL COMPLY WITH FEDERAL AVIATION ADMINISTRATION REQUIREMENTS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL DISTURBED EARTH AREAS TO AN EQUAL OR BETTER CONDITION THAN THE EXISTING GROUND COVER PRIOR TO CONSTRUCTION.
6. THE CONTRACTOR IS TO IMPLEMENT BEST-MANAGEMENT PRACTICES FOR CONSTRUCTION ACTIVITIES TO CONTROL RUNOFF FROM CONSTRUCTION. CONTRACTOR SHALL SUPPLY AND INSTALL SILT FENCES, WATTLES, CHECK DAMS, SILTING BASINS, OR A COMBINATION THEREOF, TO COMPLY WITH EPA STORM-WATER REGULATIONS AND / OR AT THE FIELD ENGINEER'S DIRECTION.
7. ALL EXCESS EXCAVATION AND DEBRIS CREATED BY CONSTRUCTION SHALL BE REMOVED FROM THE SITE AND DISPOSED OF BY THE CONTRACTOR. CONTRACTOR SHALL KEEP ALL ADJACENT PUBLIC STREETS AND DRIVEWAYS FREE OF MUD AND OTHER DEBRIS DURING CONSTRUCTION.

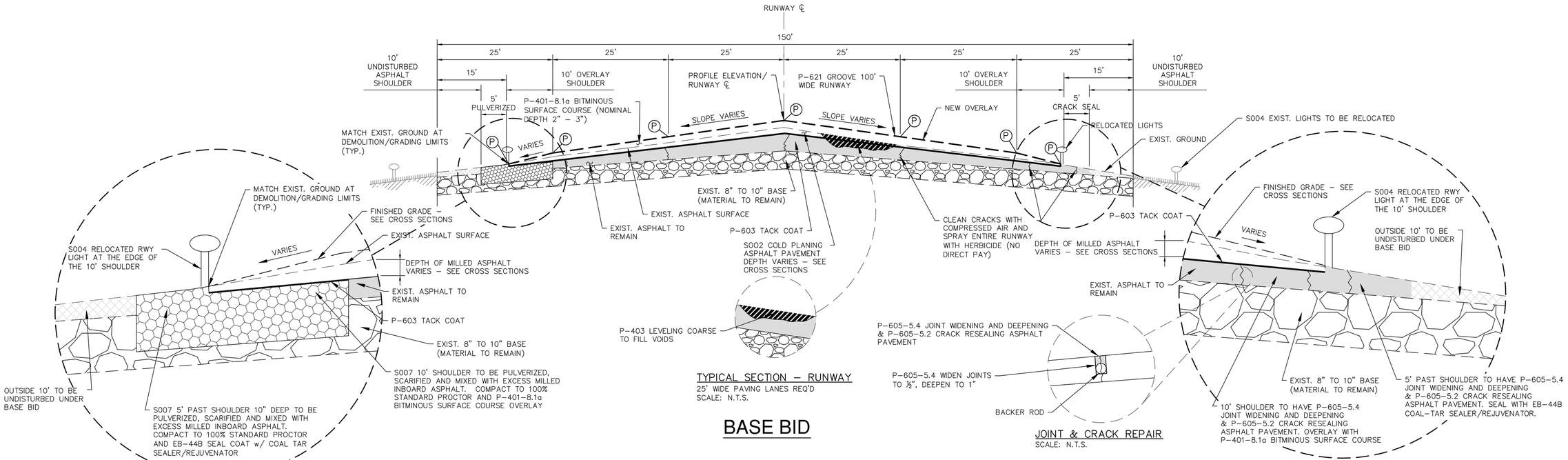
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SUMMARY OF QUANTITIES & GENERAL NOTES

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TYPICAL SECTION - RUNWAY
25' WIDE PAVING LANES REQ'D
SCALE: N.T.S.

BASE BID

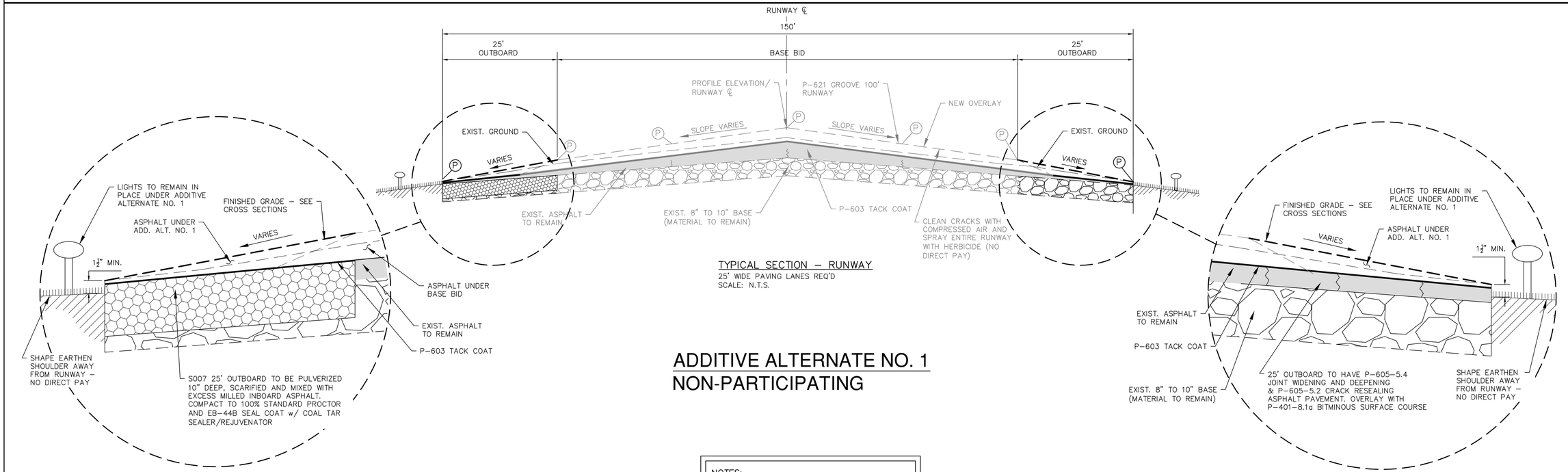
BASE BID OUTER 15' - PULVERIZED & RECOMPACTED

SEE PAVING PLAN 6a & 6b (LEFT OR RIGHT) FOR LOCATIONS
SCALE: N.T.S.

JOINT & CRACK REPAIR
SCALE: N.T.S.

BASE BID OUTER 15' - CRACK REPAIRS

SEE PAVING PLAN 6a & 6b (LEFT OR RIGHT) FOR LOCATIONS
SCALE: N.T.S.



TYPICAL SECTION - RUNWAY
25' WIDE PAVING LANES REQ'D
SCALE: N.T.S.

ADDITIVE ALTERNATE NO. 1
NON-PARTICIPATING

NOTES:
1. SEE PROFILE SHEETS FOR POINTS (P) GRADES.

ADDITIVE ALTERNATE NO. 1

SEE PAVING PLAN 6c & 6d FOR LOCATIONS
SCALE: N.T.S.

ADDITIVE ALTERNATE NO. 1

SEE PAVING PLAN 6c & 6d FOR LOCATIONS
SCALE: N.T.S.

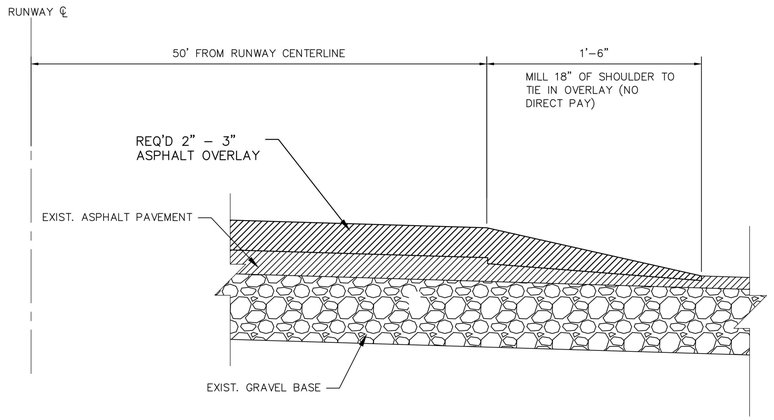
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TYPICAL SECTIONS

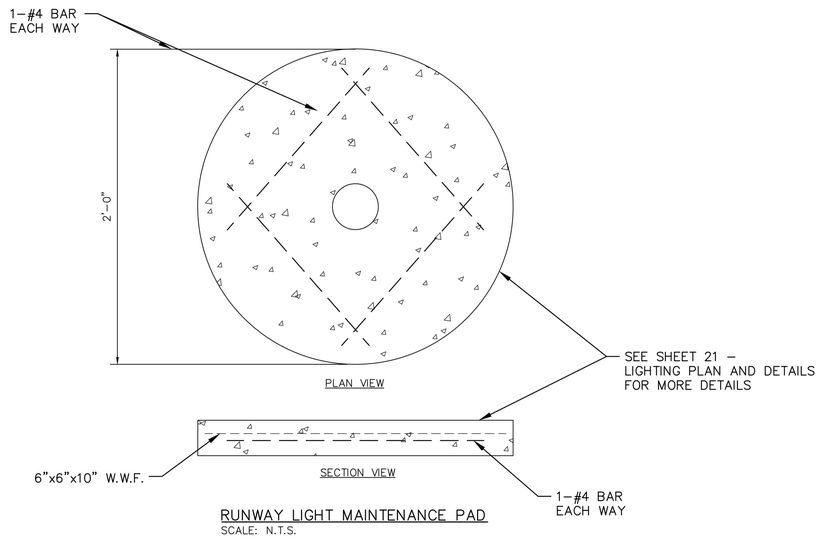
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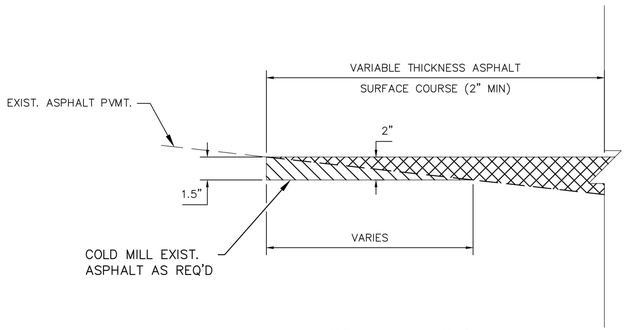
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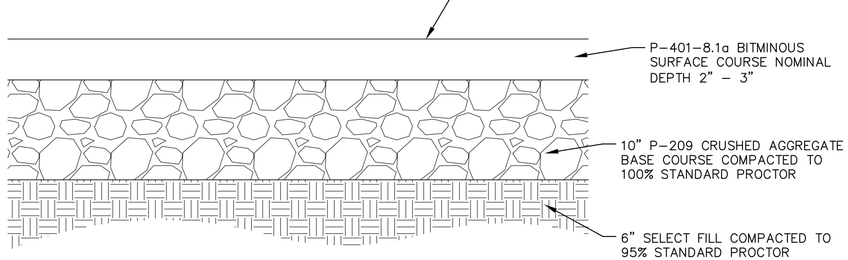
NEW ASPHALT EDGE TIE IN
SCALE: N.T.S.



RUNWAY LIGHT MAINTENANCE PAD
SCALE: N.T.S.



ASPHALT MILLING DETAIL
SCALE: N.T.S.



TYPICAL BASE REPAIR DETAIL – WHERE DIRECTED
SCALE: N.T.S.

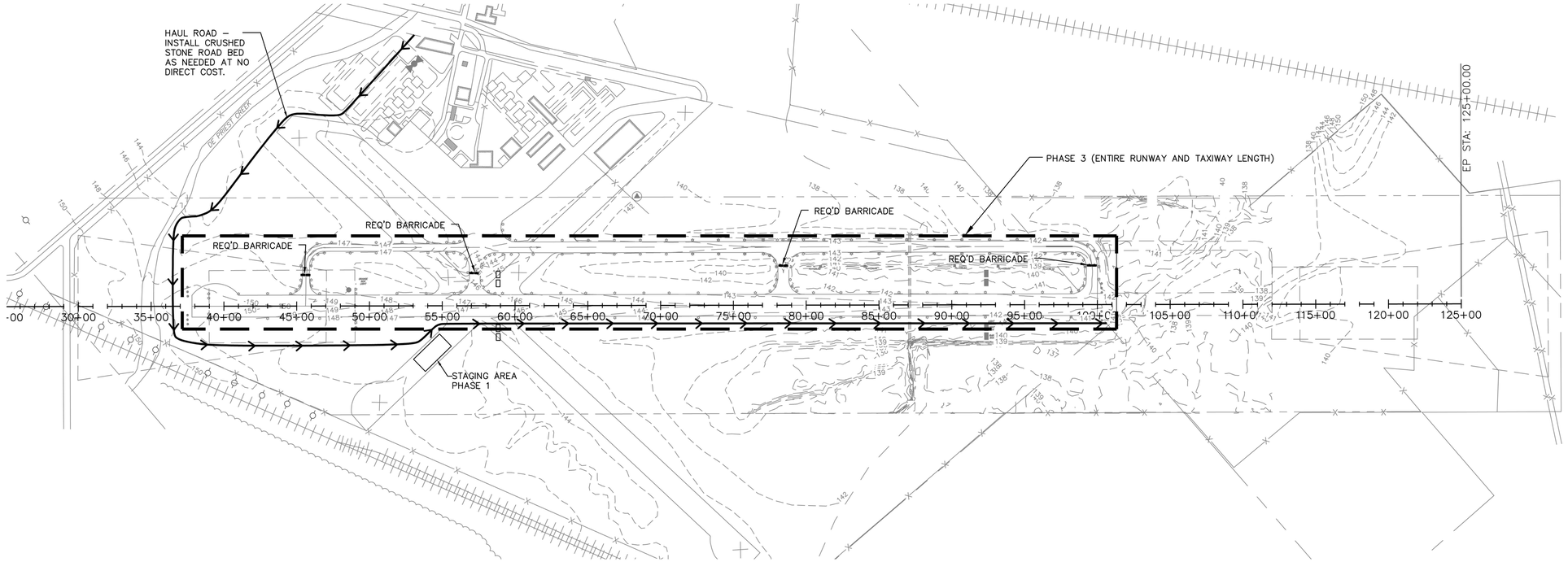
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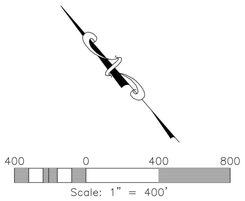
PAVEMENT DETAILS

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CONSTRUCTION SEQUENCE (PHASE)

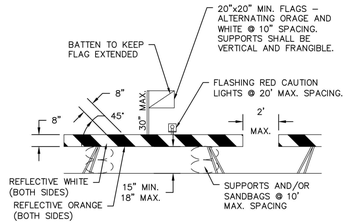
1. ESTABLISH CONTRACTOR STAGING AREA. MOBILIZE ALL EQUIPMENT. INSTALL EROSION CONTROL.
2. INSTALL TEMPORARY MARKINGS ON PARALLEL TAXIWAY.
3. INSTALL LIGHTED, ELEVATED CROSSES. CLOSE MAIN RUNWAY. OPEN TEMPORARY RUNWAY ON PARALLEL TAXIWAY.
4. REPAIR RUNWAY AND SHOULDERS.
5. INSTALL PERMANENT RUNWAY MARKINGS.
6. REOPEN MAIN RUNWAY. CLOSE TEMPORARY RUNWAY.
7. CLEANUP AND REMOVAL OF EROSION CONTROL AFTER PERMANENT EROSION CONTROL IS ESTABLISHED.

RUNWAY REOPENING

1. REMOVE CROSSES.
2. REMOVE LIGHTED BARRICADES.
3. NOTIFY AIRPORT MANAGER OR HIS REPRESENTATIVE TO CANCEL THE NOTAM.
4. CANCELLATION OF THE NOTAM.

A CLOSED RUNWAY WILL NOT BE REOPENED UNTIL ALL EQUIPMENT AND WORK ARE FURTHER THAN 200 FT. FROM THE AFFECTED RUNWAY CENTERLINE.

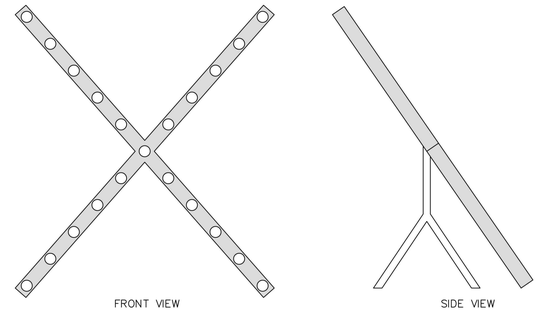
OVERALL PLAN



TYPE 1 BARRICADE

N.T.S.

NOTES:
1. ALL BARRICADE MATERIALS AND CAUTION LIGHTS SHALL VONFORM TO THE STANDARDS SET FORTH IN THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.
2. THE ENTIRE AREA OF ORANGE AND WHITE STRIPES SHALL BE REFLECTORIZED WITH SMOOTH SURFACE TYPE REFLECTIVE SHEETING.
3. BARRICADES SHALL BE PLACED CONTINUOUSLY ACROSS THE ENTIRE FACILITY TO BE CLOSED EXCEPT FOR 2 FOOT MAXIMUM GAPS AT STANDARD LENGTH PANEL ENDS.
4. THE BARRICADES SHALL BE WEIGHTED AGAINST PROPWASH AND CAPABLE OF WITHSTANDING UP TO 100 M.P.H. WIND FORCES.
5. FLASHING RED CAUTION LIGHTS SHALL BE BATTERY OPERATED AND SHALL MAINTAIN SUCH INTESITY SO AS TO BE READILY IDENTIFIED FROM DISTANCES OF AT LEAST 200 FT. DURING DARKNESS.
6. THE CONTRACTOR SHALL CHECK ALL BARRICADES AND LIGHTS EACH DAY BEFORE LEAVING THE AIRPORT TO ENSURE LIGHTS ARE WORKING PROPERLY AND MAY NOT LEAVE WITHOUT ALL BARRICADES AND LIGHTS BEING IN PROPER WORKING ORDER.



PORTABLE ELEVATED RUNWAY CLOSURE MARKER

N.T.S.

NOTES:
1. THE PORTABLE RUNWAY CLOSURE MARKER (RCM) MUST BE TO FORM A LIGHTED X WHICH CONTAINS TWENTY–ONE (21) 83 WATT PAR 38HIR BULBS.
2. THE LIGHTED X FORMED WHEN OPENED AND OPERATING WILL BE 20'–6" EACH CONTINUOUS LEG AND 14'–6" ON THE PERIPHERAL.
3. ILLUMINATION OF THE RCM WILL BE IN FLASHING MODE. THIS MUST BE CONTROLLED BY A SOLID STATE FLASHER.
4. THE RCM MUST BE ABLE TO WITHSTAND WINDS OF 40 MPH WHILE IN OPERATIONAL MODE. THIS MUST BE DOCUMENTED.
5. THE RUNWAY CLOSURE MARKER MUST BE DISCERNABLE FROM A DISTANCE OF 3 TO 5 MILES VFR DAYTIME AND A MINIMUM OF 6 MILES VFR NIGHTTIME. THESE DISTANCES MUST BE DETERMINED FROM AN AIRCRAFT USING A GPS. DOCUMENTS SUBSTANTIATING THESE TESTS SHALL BE PROVIDED BY AN INDEPENDENT THIRD PARTY.

SEEDING, FERTILIZING & MULCHING NOTES:

NOTE:
THE CONTRACTOR SHALL MEET WITH AIRPORT OPERATIONS PERSONNEL PRIOR TO COMMENCING CONSTRUCTION TO IDENTIFY ONSITE UTILITIES AND OWNERSHIP OF UTILITIES FOR FUTURE LOCATION PURPOSES. THE CONTRACTOR IS RESPONSIBLE FOR DETAILED UTILITIES LOCATION IN ALL WORK AREAS.

1. STORAGE, HANDLING, TRANSPORTATION AND DISTRIBUTION WILL BE AS DIRECTED BY FIELD ENGINEER.
2. NO STRAW OR HAY SHALL BE ALLOWED TO BLOW AWAY FROM THE WORK AREAS OR ONTO THE RUNWAY.
3. ALL AIRPORT EQUIPMENT SHALL BE CLEANED OF ANY TURFING MATERIAL THE SAME DAY AS DIRECTED BY FIELD ENGINEER.

BUILDING TABLE	LEGEND TABLE		
		EXISTING	ULTIMATE
	PROPERTY LINE		
	SECTION LINE		
	OBJECT FREE AREA (OFA)		
	BUILDING RESTRICTION LINE (BRL)		
	RUNWAY SAFETY AREA (RSA)/RUNWAY PROTECTION ZONE (RPZ)		
	AIRFIELD PAVEMENT		
	BUILDING		
	HOGWIRE FENCE		
	DEER FENCE		
	CHAIN–LINK FENCE		
	ROTATING BEACON		
	LIGHTED WIND CONE W/SEGMENTED CIRCLE		
	RUNWAY END IDENTIFICATION LIGHTS (REIL'S)		
	RUNWAY THRESHOLD LIGHTS		
	PRECISION APPROACH PATH INDICATORS		
	ELECTRICAL VAULT		
	NDB		
	GROUND CONTOUR		
	RPZ AREA		
	GUIDANCE SIGN		
	AUTOMATED WEATHER OBSERVATION SYSTEMS (A.W.O.S.)		
	LIGHTED WIND TEE		
	TAXIWAY INDICATOR LIGHT		

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AIRPORT SAFETY PLAN

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HATTIESBURG, MS

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CONSTRUCTION CONTROL AND SAFETY NOTES

1. AT THE TIME THE RUNWAY MUST BE CLOSED DUE TO CONSTRUCTION, IT WILL BE CLOSED USING PROPER PROCEDURES AS DESCRIBED BY THE FAA. THIS WILL INCLUDE A LARGE "X" OVER BOTH RUNWAY END IDENTIFICATION MARKINGS. THE CONTRACTOR SHALL COORDINATE WITH THE AIRPORT MANAGER OR HIS DESIGNATED REPRESENTATIVE FOR POSTING OF NOTAMS TO THE FAA AND FLIGHT SERVICES. THIS WILL INCLUDE CLOSURE AND NOTIFICATION OF CLOSURE TO ILS SYSTEMS OF THE AIRPORT.
2. THE CONTRACTOR SHALL BECOME FAMILIAR WITH ALL REQUIREMENTS APPLICABLE TO AIRPORT CONSTRUCTION AND COOPERATE WITH THE ENGINEER IN MAINTAINING A SAFE CONSTRUCTION SITE.
3. IT IS A GENERAL REQUIREMENT OF THIS PROJECT THAT THE CONTRACTOR BECOME FAMILIAR WITH ALL SECURITY ASPECTS AND RECOGNIZES THAT FROM TIME–TO–TIME THE OWNER MAY REVISE OR MODIFY THIS PROGRAM TO ENSURE SAFETY OR TO MEET FEDERAL REGULATIONS.
4. WHERE SECURITY GATES ARE TO BE INSTALLED OR USED PRIMARILY BY THE CONTRACTOR, SPECIFIC GUIDELINES MUST BE FOLLOWED.
5. THE CONTRACTOR WILL STRICTLY CONFINE THE ACTIVITIES OF ALL PERSONNEL AND EQUIPMENT TO THE WORK AREAS INDICATED FOR THIS CONTRACT.
6. THE SAFETY OF THE PROJECT IS THE ULTIMATE RESPONSIBILITY OF THE CONTRACTOR AND THIS KNOWLEDGE MUST BE DEMONSTRATED BY SUBMITTING A SCHEDULE AND DETAILED SAFETY PLAN USING THIS DOCUMENT AS A MINIMUM GUIDELINE FOR APPROVAL BY THE CONSULTING ENGINEER BEFORE CONSTRUCTION.
7. THE FIELD ENGINEER RESERVES THE RIGHT TO MODIFY THESE SAFETY GUIDELINES AS DEEMED NECESSARY TO HOLD AIRPORT/AIRCRAFT SAFETY AND QUALITY CONTROL TO THE HIGHEST STANDARD.
8. THE CONTRACTOR SHALL PAY PARTICULAR ATTENTION TO THE DUST AND SMOKE CONTROL REQUIREMENTS OF THIS CONTRACT. THE OPERATIONS OF RUNWAYS, TAXIWAYS, AND ASSOCIATED NAVAIDS ARE ESPECIALLY SENSITIVE TO DUST AND SMOKE. THE ENGINEER RESERVES THE RIGHT TO STOP GRADING, HAULING, OR OTHER WORK IF NECESSARY TO BRING UNDER CONTROL THE DUST OR SMOKE SITUATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST AND SMOKE CONTROL WITHIN THE CONSTRUCTION LIMITS AS WELL AS ALONG ANY ROADWAYS USED BY EQUIPMENT AND VEHICLES. FAILURE TO CONTROL DUST AND SMOKE MAY RESULT IN PROJECT SUSPENSION WITH NO ADDITIONAL COMPENSATION OR ADDED TIME.
9. ALL TRAFFIC WILL BE STRICTLY DIRECTED TO NOT TRAVEL ON THE RUNWAY PAVEMENT.
10. THE CONTRACTOR SHALL FULLY MOBILIZE A SUFFICIENT NUMBER OF WATER TRUCKS ON SITE. THESE WATER TRUCKS WILL BE USED CONTINUOUSLY FOR DUST CONTROL, AS ASSOCIATED NAVAIDS ARE ESPECIALLY SENSITIVE TO DUST; ALL WATERING WILL BE DIRECTED BY THE CONTRACTOR AND OVERSEEN BY THE FIELD ENGINEER.
11. THE MOISTURE CONTENT OF THE EMBANKMENT IN PLACE WILL REQUIRE CONTINUOUS MODIFICATION FOR OBTAINING THE REQUIRED DENSITY AND ALSO FOR DUST CONTROL.
12. THE CONTRACTOR IS RESPONSIBLE FOR SECURING THE AIRPORT AT NIGHT AND ENSURING BARRICADES ARE IN PLACE AND LIGHTS ARE FUNCTIONING.
13. ALL SYSTEMS TESTING MUST BE SUPERVISED OR APPROVED BY THE FIELD ENGINEER.
14. THE LOCATION AND SIZE OF THE CONTRACTOR'S STAGING AREAS IS SHOWN FOR REFERENCE ONLY. THE ACTUAL SIZE AND EXACT LOCATION WILL BE ESTABLISHED PRIOR TO CONSTRUCTION. THE FOLLOWING REQUIREMENTS WILL APPLY, HOWEVER:
    A. ALL OF THE CONTRACTOR'S ACTIVITY WILL BE STAGED FROM THIS AREA. ALL FIELD OFFICE AND EMPLOYEE PARKING WILL BE WITHIN THE STAGING AREA OUTSIDE THE AIRPORT SECURITY AS SHOWN.
    B. FENCING AROUND THE PROPOSED STAGING AREA IS SUGGESTED BUT NOT MANDATORY. SUCH FENCING SHALL BE CONSIDERED TEMPORARY AND WILL NOT BE MEASURED FOR PAYMENT.
    C. THE CONTRACTOR MAY DO SOME GRADING AND DRAINAGE WORK TO ADAPT THE AREA TO SPECIFIC NEEDS. UPON COMPLETION OF THE WORK, HOWEVER, THE AREA WILL BE DRESSED, SEEDED, AND RESTORED TO ITS CONDITION PRIOR TO CONSTRUCTION ACTIVITIES.
    D. THE CONTRACTOR SHALL SUBMIT A DETAILED PLAN LAYOUT OF THE STAGING AREA TO THE ENGINEER FOR REVIEW AND APPROVAL.
    E. THE CONTRACTOR SHALL PROVIDE SIGNS, FABRICATED IN A COMMERCIAL SIGN SHOP, INDICATING THE NAME OF THE CONTRACTOR AND A MESSAGE DIRECTING ALL MATERIAL DELIVERIES TO THE STAGING AREA. THESE SIGNS SHALL BE LOCATED AT THE ENTRANCE TO THE STAGING AREA OFF THE PUBLIC ROADWAY. THE COST OF FABRICATING AND ERECTION OF THESE SIGNS SHALL BE INCLUDED IN OTHER ITEMS.
15. **PER THE FAA, PROVIDE AT LEAST 48 HOURS NOTICE TO THE AIRPORT MANAGER WHEN THERE IS A NEEDED NOTAM (NOTICE TO AIRMEN).**
16. **NIGHT TIME WORK WILL BE REQUIRED PER THE SPECS TO ENSURE MINIMAL RUNWAY CLOSURE TIME.**

OPERATIONS PLAN OUTLINE

ALL WORK DESCRIBED ON THE CONSTRUCTION OPERATIONS PLAN OUTLINE IS INCIDENTAL.

A. PROJECT DESCRIPTION: COLD PLANING ASHPALT PAVEMENT, JOINT AND CRACK REPAIR, ASPHALT OVERLAY, ELECTRICAL ADJUSTMENT, PAVEMENT MARKING

THE PROPOSED DURATION OF THE PROJECT IS 70 CALENDAR DAYS FOR THE BASE BID AND 70 CALENDAR DAYS TOTAL FOR BASE BID PLUS ALTERNATE 1. SEE SPECIAL PROVISION 21 FOR FURTHER SAFETY INFORMATION.

B. RUNWAY LIGHTING AND CLOSURE

THE RUNWAY WILL BE CLOSED FOR NO MORE THAN 70 DAYS. THE CONTRACTOR SHALL ADVISE THE AIRPORT MANAGER AND THE ENGINEER AT LEAST 48 HOURS IN ADVANCE OF ANY PROPOSED CONSTRUCTION ACTIVITY SO THE NECESSARY NOTAMS CAN BE ISSUED. THE AIRPORT MANAGER SHALL ISSUE THE NOTAM WHICH SPECIFICALLY DETAILS THE CLOSURE OF THE RUNWAY.

C. WORK IN RUNWAY AND TAXIWAY SAFETY AREAS, OFZ'S AND OFA'S

CLOSURE OF RUNWAY 13/31 WILL BE LIMITED TO 70 CALENDAR DAYS. THE CONTRACTOR WILL BE REQUIRED TO PLACE THE YELLOW CLOSURE CROSSES OVER THE RUNWAY NUMBERS. THE CROSSES AND THRESHOLD MARKINGS ARE TO BE CONSTRUCTED OF PLYWOOD OR OTHER FLAT MATERIALS WHICH SHALL BE SECURELY FASTENED TO PAVEMENT AND/OR ADEQUATELY WEIGHTED WITH SAND BAGS.

D. NAVAIDS THAT COULD BE AFFECTED

THE CONTRACTOR IS RESPONSIBELE TO AVOID DAMAGE TO AND OBSTRUCTION OF THE PRECISION APPROACH PATH INDICATORS. IF IT BECOMES NECESSARY TO SHUT DOWN EXISTING NAVAIDS, ONLY PLANNED SHUTDOWNS APPROVED BY THE AIRPORT MANAGER WILL BE ALLOWED.

E. METHODS OF SEPARATING VEHICLES AND PEDESTRIAN CONSTRUCTION TRAFFIC FROM THE AIRPORT MOVEMENT AREAS

BARRICADES, CONES AND BARRELS SHALL BE PLACED TO PREVENT ANY AIRCRAFT FROM ENTERING CONSTRUCTION AREAS AND TO PREVENT CONSTRUCTION VEHICLES FROM ENTERING AREAS OF AIRCRAFT ACTIVITY. AT A MINIMUM, VEHICLES OPERATED ON THE AIRPORT PROPERTY SHALL BE MARKED WITH ORANGE AND WHITE FLAGS OR FLASHING YELLOW BEACONS DURING DAYLIGHT HOURS. DURING HOURS OF DARKNESS OR LOW VISIBILITY, THEY SHALL BE MARKED WITH AT LEAST YELLOW BEACONS. ALL BARRICADES, SIGNS AND OTHER SAFETY DEVICES AND PROCEDURES SHALL BE IN ACCORDANCE WITH CONTRACT SPECIFICATIONS, PROJECT PLANS AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.

F. PROCEDURES AND EQUIPMENT, SUCH AS BARRICADES TO DELINEATE CLOSED CONSTRUCTION AREAS FROM THE AIRPIORT OPERATIONAL AREAS, AS NECESSARY

THE CONTRACTOR SHALL COORDINATE WITH THE AIRPORT MANAGER THE AREAS THAT ARE TO BE BARRICADED TO DELINEATE THE CLOSED AREAS OF THE RUNWAY AND KEEP TRAFFIC OFF THE APRON AND TAXIWAYS AS MUCH AS POSSIBLE. THESE AREAS WILL BE DELINEATED WITH THE REQUIRED BARRICADES, CONES AND BARRELS.

G. LIMITATIONS ON CONSTRUCTION

THE CONTRACTOR SHALL LIMIT HIS OPERATIONS TO THE CONSTRUCTION AREAS SHOWN IN THE PLANS. ALL OTHER AREAS OF THE AIRPORT ARE RESTRICTED. THE CONTRACTOR SHALL RECEIVE PERMISSION FROM THE AIRPORT MANAGER OR HIS AUTHORIZED AGENT PRIOR TO WORKING OR TRAVELING IN UNAUTHORIZED AREAS OF THE AIRPORT.

H. REQUIRED COMPLIANCE OF CONTRACTOR PERSONNEL WITH ALL AIRPORT SAFETY AND SECURITY MEASURES.

ACCESS TO THE AIRPORT BY THE CONTRACTOR, SUBCONTRACTORS AND ENGINEER IS LIMITED TO THE LOCATION(S) AS DIRECTED BY THE AIRPORT MANAGER. ACCESS TO THE EXISTING APRON WILL BE STRICTLY LIMITED AND CONTROLLED AND SHALL BE STRICTLY ON AN AS–NEEDED BASIS.

I. LOCATION OF STOCKPILED CONSTRUCTION MATERIALS, CONSTRUCTION SITE PARKING AND ACCESS AND HAUL ROADS AND OTHER ACTIVITIES ON THE AIRPORT BY THE CONTRACTOR, SUBCONTRACTORS AND ENGINEER SHALL BE COORDINATED WITH AND APPROVED IN ADVANCE BY THE AIRPORT MANAGER OR HIS AUTHORIZED AGENT. ACCESS TO THE RUNWAY WILL BE STRICTLY LIMITED AND CONTROLLED AND SHALL BE STRICTLY ON AN AS–NEEDED BASIS. THE LOCATION OF THE STAGING AREA WILL BE FINALIZED AT THE PRECONSTRUCTION MEETING WITH THE APPROVAL OF THE AIRPORT MANAGER, ENGINEER AND FAA. EQUIPMENT MAINTENANCE, FUEL STORAGE AND OTHER ACTIVITIES OF THE CONTRACTOR CONDUCTED ON AIRPORT PROPERTY WHICH MAY DIRECTLY OR INDIRECTLY IMPACT AIR OPERATIONS OR SAFETY SHALL BE SUBJECT TO REVIEW OF THE AIRPORT MANAGER. THE AIRPORT MANAGER SHALL HAVE THE AUTHORITY TO REQUIRE THE CONTRATOR TO TAKE REASONABLE PRECAUTIONS TO PROTECT THE INTEREST OF THE CITY OF HATTIESBURG AND THE USERS OF THE BOBBY L. CHAIN MUNICIPAL AIRPORT. CONTRACTOR STORAGE YARD AND FIELD OFFICES/TRAILERS SHALL BE LOCATED AS DIRECTED BY THE AIRPORT MANAGER.

J.VEHICLE IDENTIFICATION

ALL VEHICLES THAT ARE ASSOCIATED WITH THE CONTRACTOR & SUBCONTRACTORS SHALL BE MARKED SO THAT THE AIRPORT MANAGER CAN READILY IDENTIFY SUCH VEHICLES.

K.TRENCHES AND EXCAVATIONS AND COVER REQUIREMENTS

SHOULD THE CONTRACTOR DISTURB ANY OF THE SAFETY AREAS (TOFA OR AOFA) BEYOND THE SCOPE OF THE CONSTRUCTION AREA,IT SHALL BE REPAIRED AT NO COST TO THE OWNER.

L. EMERGENCY NOTIFICATION PROCEDURES FOR MEDICAL AND POLICE RESPONSE

BOBBY L. CHAIN MUNICIPAL AIRPORT HAS 911 RESPONSE FOR ANY MEDICAL AND POLICE RESPONSE AT THE AIRPORT.

M. USE OF TEMPORARY VISUAL AIDS

NO AIRPORT LIGHTING WILL BE OPERATIONAL AT BOBBY L. CHAIN DURING THE 20 DAY PERIOD THAT THE RUNWAY IS CLOSED. THE ONLY VISUAL AIDS FOR VEHICLES WILL BE THE USE OF THE LIGHTED BARRICADES.

N. FOREIGN OBJECT DEBRIS (FOD) CONTROL PROVISIONS

ALL EXCAVATED MATERIAL, DEBRIS, ETC., SHALL BE CLEANED FROM THE SITE AT LEAST DAILY AND MORE OFTEN IF REQUIRED BY THE AIRPORT MANAGER OR ENGINEER. TO CONTROL DUST AND/OR BLOWING DEBRIS, ANY SOIL, DEBRIS OR LOOSE MATERIAL ON THE APRON OR TAXIWAYS SHALL IMMEDIATELY BE SWEPT UP OR PICKED UP AND REMOVED.

O. HAZARDOUS MATERIAL (HAZMAT) MANAGEMENT

THE CONTRACTOR SHALL COMPLY WITH ALL EPA REGULATIONS. THE CONTRACTOR SHALL HAVE A SPILL PREVENTION CONTROL PLAN IN PLACE FOR ANY FUELING OF CONSTRUCTION VEHICLES ON SITE AS WELL AS ANY OTHER MATERIALS THAT MAY REQUIRE A SPILL PREVENTION CONTROL PLAN.

P. NOTAM ISSUANCE.

THE CONTRACTOR SHALL ADVISE THE AIRPORT MANAGER AND THE ENGINEER 48 HOURS IN ADVANCE OF ANY PROPOSED CONSTRUCTION ACTIVITIES SO THE NECESSARY NOTAM WHICH SPECIFICALLY DETAILS THE RUNWAY CLOSURE OR THRESHOLD RELOCATION AND STATING THAT MEN AND EQUIPMENT ARE ON THE RUNWAY AND MAY BE ON TRAVEL ROUTES ON THE APRON. THE AIRPORT MANAGER FOR THIS PROJECT IS CHIP GIBSON, 601–549–4740. ALL NOTAM'S REQUIRED DURING CONSTRUCTION SHALL BE FILED BY THE AIRPORT MANAGER OR HIS AUTHORIZED AGENT.

Q. INSPECTION REQUIREMENTS.

THE CONTRACTOR SHALL INSPECT, ON A DAILY BASIS, BARRICADES, CONES, BARRELS AND FLASHERS PRIOR TO WORK COMMENCING AND PRIOR TO LEAVING THE PROJECT SITE.THE CONTRACTOR IS REQUIRED TO CHECK AND ENSURE THAT ALL CONSTRUCTION ACCESS GATES AND OPENINGS IN FENCES ARE CLOSED, LOCKED AND SECURED PRIOR TO LEAVING THE JOB SITE EACH DAY.

R. PROCEDURES FOR LOCATING AND PROTECTING EXISTING UNDERGROUND UTILITIES, CABLES, WIRES, PIPELINES AND OTHER UNDERGROUND FACILITIES IN EXCAVATION AREAS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING MISSISSIPPI ONE CALL AND THE APPROPRIATE COMPANIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL ATTEMPT TO LOCATE THE SPONSOR'S AND/OR FAA'S UNDERGROUND CABLES PRIOR TO CONSTRUCTION. DAMAGE TO UNDERGROUND CABLES BY THE CONTRACTOR WILL REQUIRE REPLACEMENT BY THE CONTRACTOR AT NO COST TO THE SPONSOR. ANY SPLICING OR REPLACING OF DAMAGED CABLE SHALL MEET CURRENT FAA SPECIFICATIONS.

S. PROCEDURES FOR CONTACTING RESPONSIBLE REPRESENTATIVES/POINTS OF CONTACT FOR ALL INVOLVED PARTIES

THE CONTRACTOR SHALL PROVIDE THE NAME AND PHONE NUMBER OF A RESPONSIBLE PERSON THAT MAY BE REACHED 24 HOURS A DAY FOR ANY ISSUE THAT MAY ARISE AT ANYTIME. THIS NAME AND NUMBER SHALL BE POSTED ON A BULLETIN BOARD ON THE PROJECT. THIS INFORMATION WILL ALSO BE INCLUDED IN THE CONSTRUCTION OPERATIONS PLAN THAT IS DISTRIBUTED TO THE AIRPORT MANGER, ENGINEER AND FAA. THE AIRPORT MANAGER WILL ALSO PROVIDE A PHONE NUMBER THAT THE CONTRACTOR MAY CALL FOR ANY ISSUES THAT MAY ARISE.

T. VEHICLE OPERATION TRAINING

ALL INDIVIDUALS THAT OPERATE VEHICLES ON THE PROJECT SHALL BE PROPERLY TRAINED IN THE USE OF THE EQUIPMENT THAT THEY MAY BE OPERATING, ALL INDIVIDUALS WHO OPERATE VEHICLES IN THE AIR OPERATIONS AREA OF THE AIRPORT SHALL COMPLY WITH THE AIRPORTS OWNER'S RULES AND REGULATIONS FOR VEHICLE MARKING AND OPERATION.

U.PENALTY PROVISIONS FOR NONCOMPLIANCE WITH AIRPORT RULES AND REGULATIONS AND THE SAFETY PLAN

IF AT ANY POINT A SAFETY VIOLATION IS NOTED, ALL CONSTRUCTION ACTIVITIES IN THE AREA OF THE VIOLATION WILL BE IMMEDIATELY TERMINATED. BEFORE CONSTRUCTION CAN BEGIN, THE CONTRACTOR WILL PROVIDE A WRITTEN STATEMENT DEMONSTRATING TO THE OWNER THAT THE CONSTRUCTION CAN ONCE AGAIN OCCUR WITHOUT VIOLATIONS TO THE SAFETY PROCEDURES. THE CONTRACTOR IS NOT ELIGIBLE FOR ADDITIONAL COMPENSATION OR TIME FOR THE DOWN TIME OR ANY OTHER CLAIM WHEN CONSTRUCTION IS TERMINATED DUE TO SAFETY VIOLATIONS.

THE AIRPORT MANAGER OR AUTHORIZED AGENT CAN SUSPEND CONSTRUCTION ACTIVITIES AT ANY TIME DURING WHICH THEY NOTE SAFETY VIOLATIONS.

THE DUTY OF THE ENGINEER OR OWNER TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES, IN, OR NEAR THE CONSTRUCTION SITE.

IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS ON THE JOB SITE INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND WILL NOT BE LIMITED TO NORMAL WORKING HOURS.

V. ANY SPECIAL CONDITIONS THAT AFFECT THE OPERATION OF THE AIRPORT AND WILL REQUIRE A PORTION OF THE SAFETY PLAN TO BE ACTIVATED

THE CONTRACTOR SHOULD MONITOR ANY WEATHER CONDITIONS, UNEXPECTED EMERGENCIES AND OTHER ELEMENTS THAT MAY CAUSE

SAFETY ON THE PROJECT TO BE JEOPARDIZED. SHOULD ANY ELEMENTS CAUSE POTENTIAL SAFETY COMPLIANCE CONCERNS THE SAFETY PLAN SHOULD BE FOLLOWED.

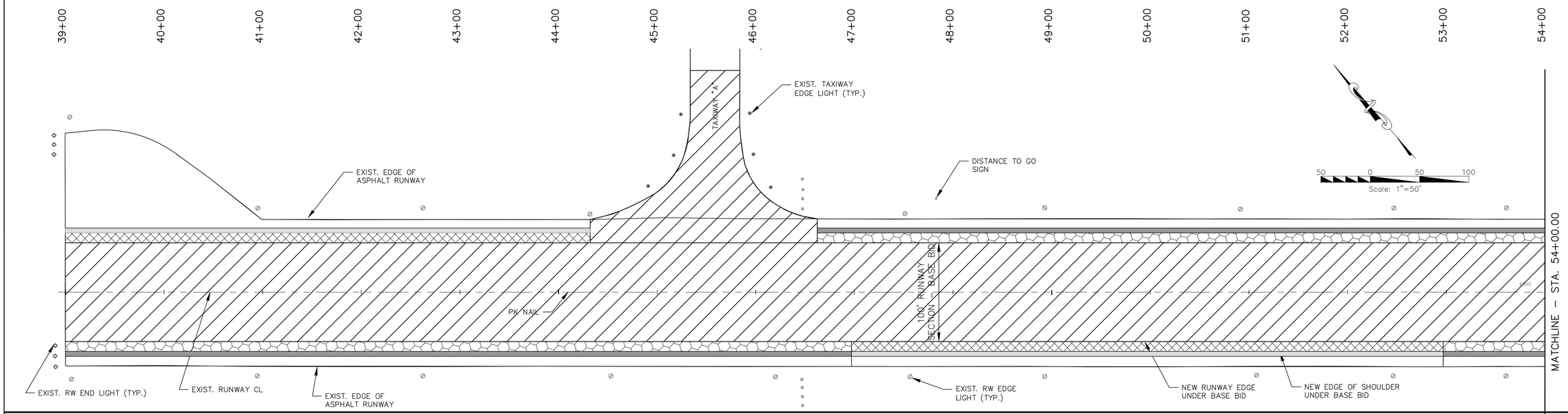
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9401 LBJ FREEWAY, STE. 300
DALLAS, TEXAS 75243
(P) 214-349-1210
(F) 214-349-3885
201 WILKINSON STREET
SHREVEPORT, LA 71104
(P) 318-670-7275
(F) 318-670-7275

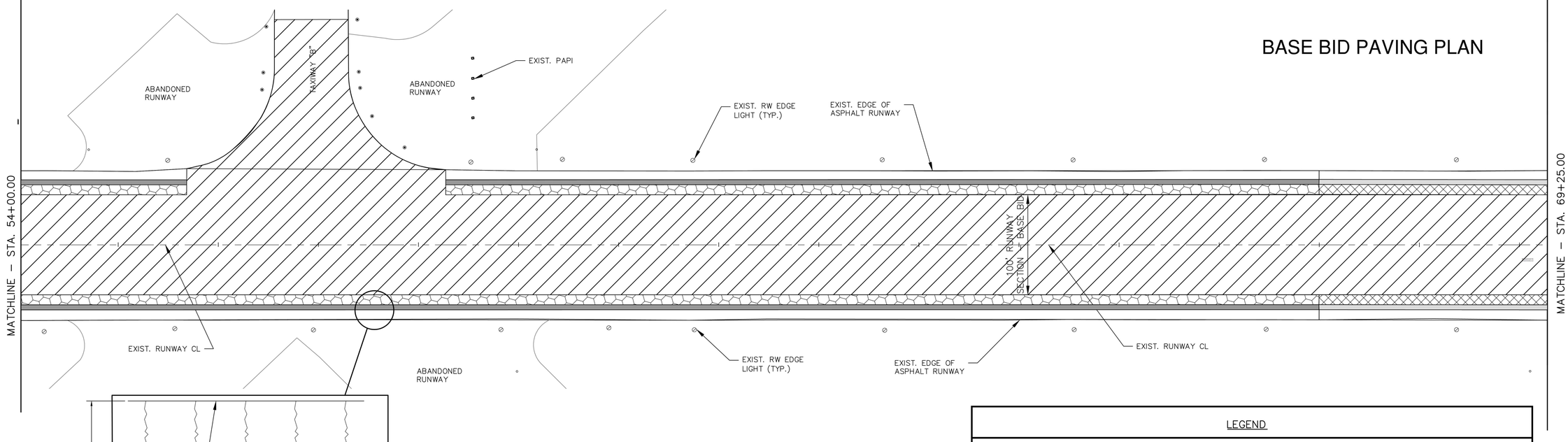
AIRPORT SAFETY PLAN

RUNWAY 13-31 REHABILITATION / RESTORATION
HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
HATTIESBURG, MS

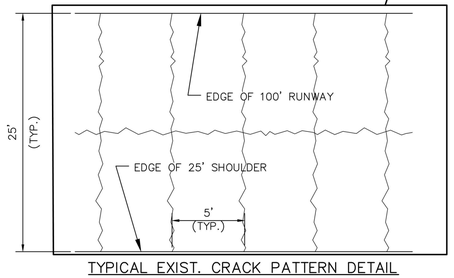
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AIR REUNION CONSULTANTS
800 Spring Street, Suite 214 Shreveport, LA 71101

Date:	02/2015
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A R E Job Number:	15–0201
Sheet No.:	5b
Drawing File:	





BASE BID PAVING PLAN



TYPICAL EXIST. CRACK PATTERN DETAIL ALONG 25' OUTBOARD
N.T.S.

LEGEND

BASE BID

- S002 MILL EXISTING SURFACE AND P-401-8.1a CONSTRUCT NEW BITUMINOUS PAVEMENT OVERLAY (100' WIDE)
- S007 PULVERIZE, SCARIFY AND MIX WITH EXCESS MILLED INBOARD ASPHALT. COMPACT & P-401-8.1a OVERLAY (10' WIDE)
- S007 PULVERIZE, SCARIFY AND MIX WITH EXCESS MILLED INBOARD ASPHALT. EB-44B COAL TAR SEALER/REJUVENATOR (5' WIDE)
- UNDISTURBED
- P-605-5.2 & P-605-5.4 JOINT REPAIR & P-401-8.1a OVERLAY (10' WIDE)
- P-605-5.2 & P-605-5.4 JOINT REPAIR & EB-44B COAL TAR SEALER/REJUVENATOR (5' WIDE)

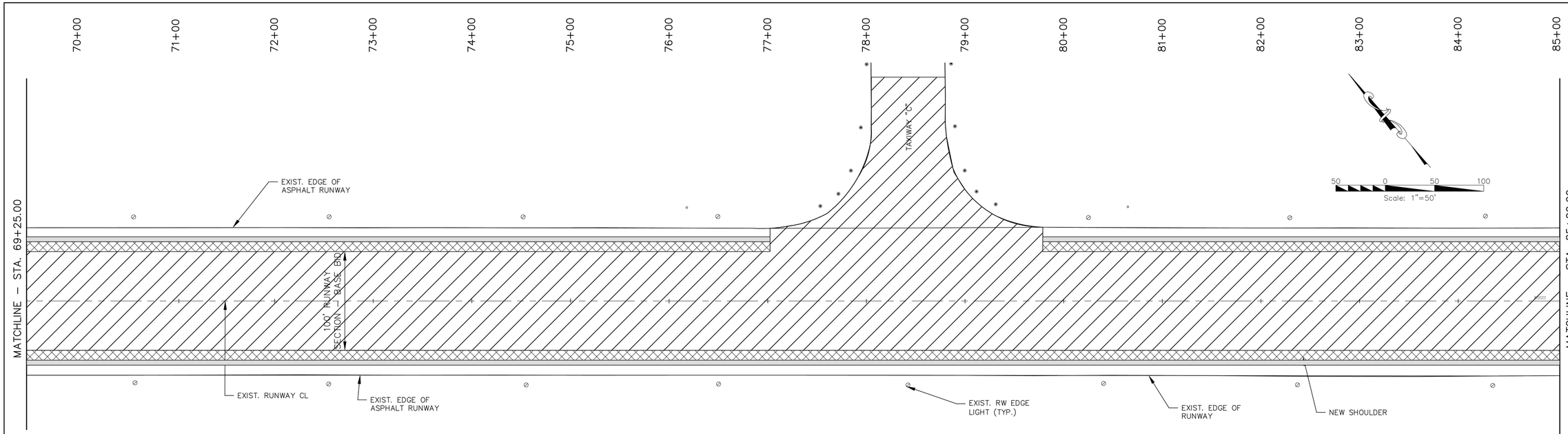
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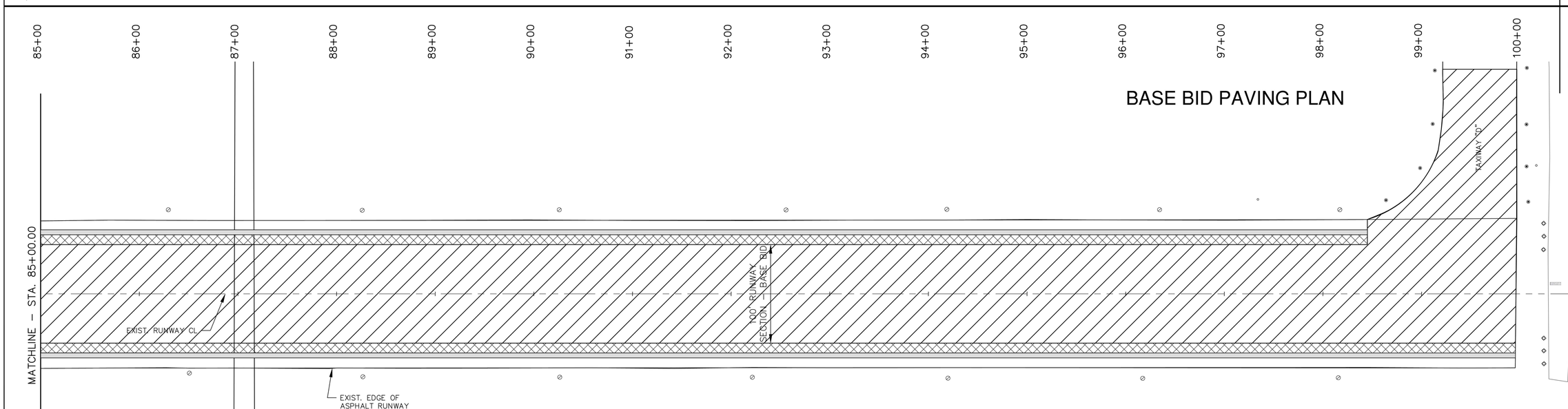
PAVING PLAN - BASE BID

RUNWAY 13-31 REHABILITATION / RESTORATION
HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
HATTIESBURG, MS

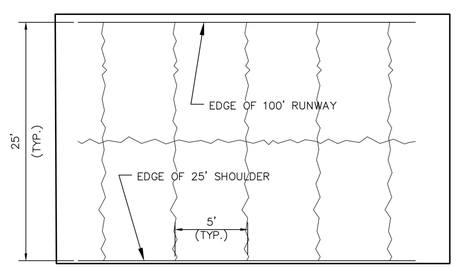
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Sheet No.:	6a
Drawing File:	DWG NO.





BASE BID PAVING PLAN



TYPICAL EXIST. CRACK PATTERN DETAIL
ALONG 25' OUTBOARD
N.T.S.

LEGEND

BASE BID

- MILL EXISTING SURFACE AND CONSTRUCT NEW BITUMINOUS PAVEMENT OVERLAY (100' WIDE)
- PULVERIZE, SCARIFY AND MIX WITH EXCESS MILLED INBOARD ASPHALT. COMPACT & OVERLAY (10' WIDE)
- PULVERIZE, SCARIFY AND MIX WITH EXCESS MILLED INBOARD ASPHALT. SEAL COAT (5' WIDE)
- UNDISTURBED
- JOINT REPAIR & OVERLAY (10' WIDE)
- JOINT REPAIR AND SEAL COAT (5' WIDE)

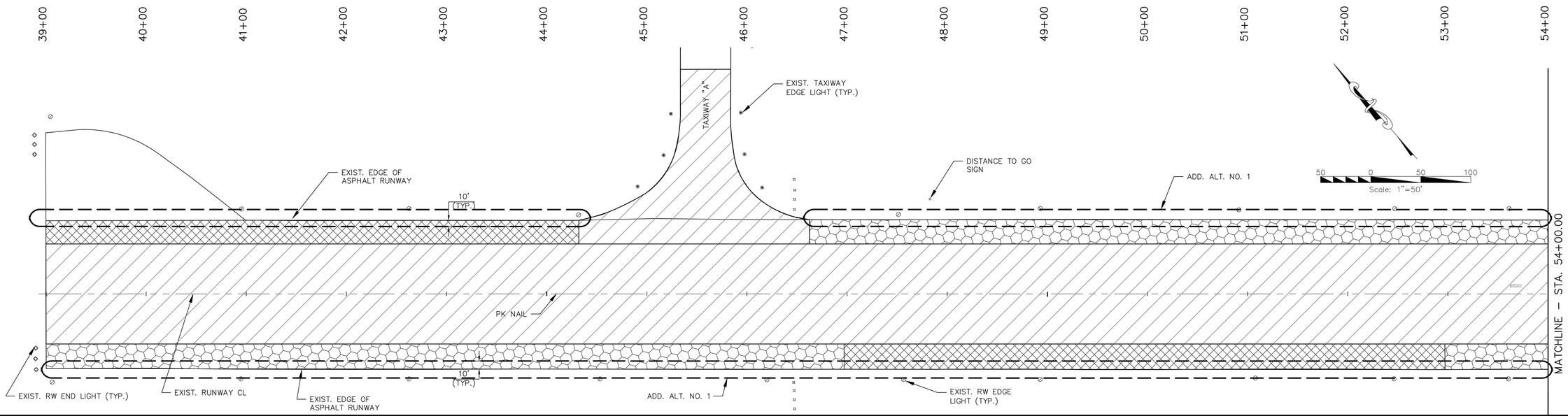
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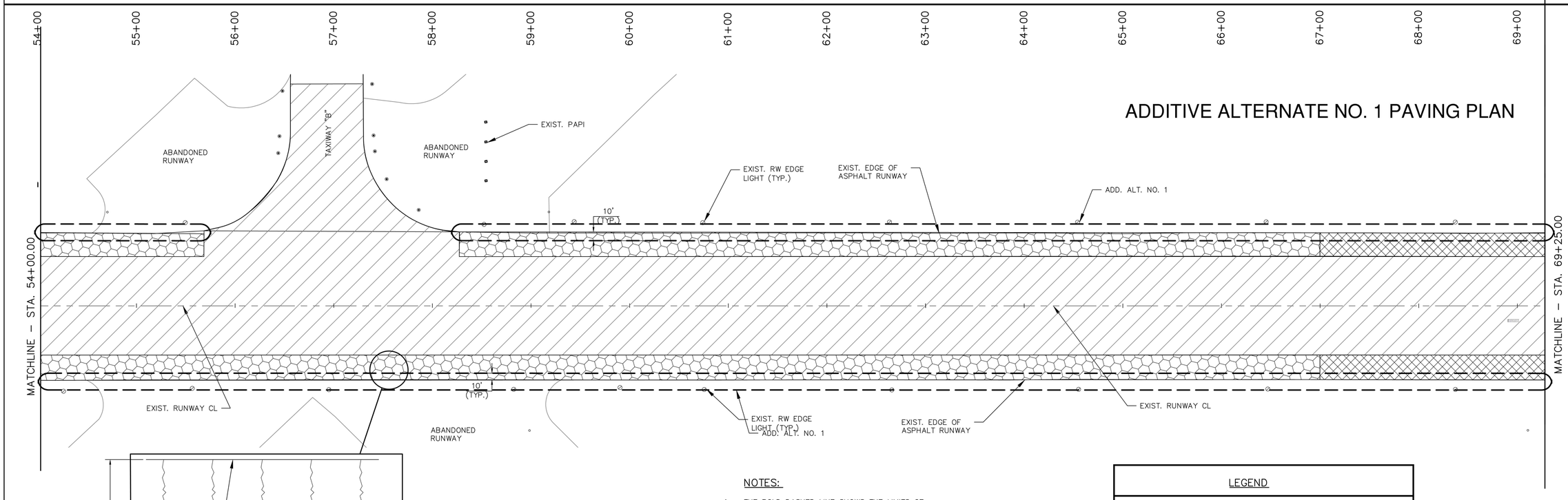
PAVING PLAN - BASE BID

RUNWAY 13-31 REHABILITATION / RESTORATION
HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
HATTIESBURG, MS

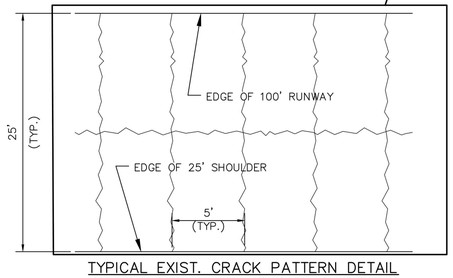
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A R E Job Number:	15-0201
Sheet No.:	6b
Drawing File:	DWG NO.





ADDITIVE ALTERNATE NO. 1 PAVING PLAN



TYPICAL EXIST. CRACK PATTERN DETAIL ALONG 25' OUTBOARD
N.T.S.

NOTES:

1. THE BOLD DASHED LINE SHOWS THE LIMITS OF TREATING THE EXISTING PAVEMENT UNDER ADD. ALT. NO.1.
2. ADDITIONALLY UNDER ADD. ALT. NO 1 THERE WILL BE ASPHALT OVERLAY FROM 50' – 75' ON EITHER SIDE OF THE RUNWAY CENTERLINE.

LEGEND

ADDITIVE ALTERNATE NO. 1

SO07 PULVERIZE, SCARIFY AND MIX WITH EXCESS MILLED INBOARD ASPHALT. COMPACT & P-401-8.1a OVERLAY (15' WIDE)

P-605-5.2 & P-605-5.4 JOINT REPAIR & P-401-8.1a OVERLAY (15' WIDE)

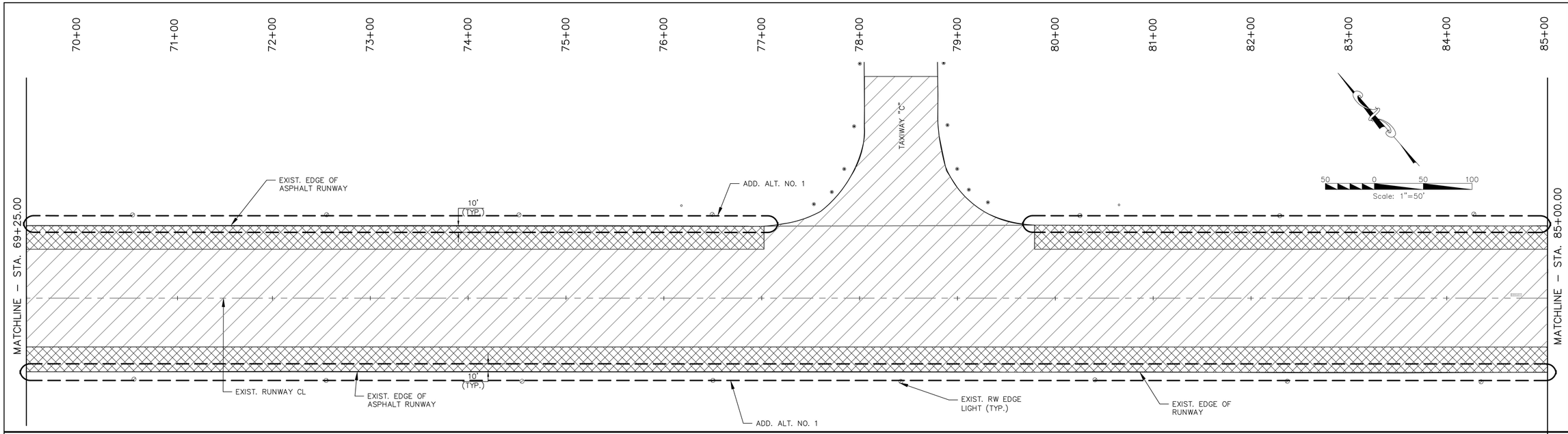
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(F) 214-343-3885
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(P) 318-670-7275
(F) 318-670-7275

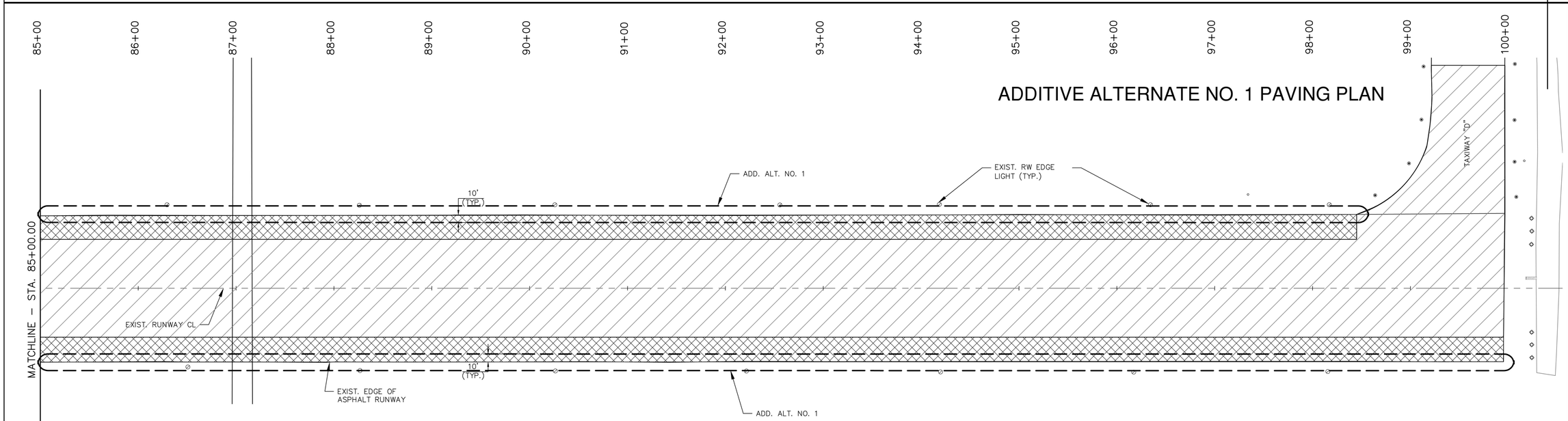
PAVING PLAN - ADDITIVE ALTERNATE NO. 1

RUNWAY 13-31 REHABILITATION / RESTORATION
HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
HATTIESBURG, MS

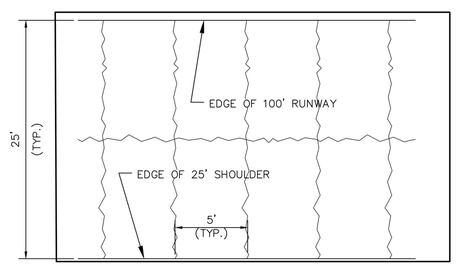
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A R E Job Number:	15-0201
Sheet No.:	6c
Drawing File:	DWG NO.





ADDITIVE ALTERNATE NO. 1 PAVING PLAN



TYPICAL EXIST. CRACK PATTERN DETAIL
ALONG 25' OUTBOARD
N.T.S.

NOTES:

1. THE BOLD DASHED LINE SHOWS THE LIMITS OF TREATING THE EXISTING PAVEMENT UNDER ADD. ALT. NO.1.
2. ADDITIONALLY UNDER ADD. ALT. NO 1 THERE WILL BE ASPHALT OVERLAY FROM 50' – 75' ON EITHER SIDE OF THE RUNWAY CENTERLINE.

LEGEND

ADDITIVE ALTERNATE NO. 1

- S007 PULVERIZE, SCARIFY AND MIX WITH EXCESS MILLED INBOARD ASPHALT. COMPACT & P–401–8.1a OVERLAY (15' WIDE)
- P–605–5.2 & P–605–5.4 JOINT REPAIR & P–401–8.1a OVERLAY (15' WIDE)

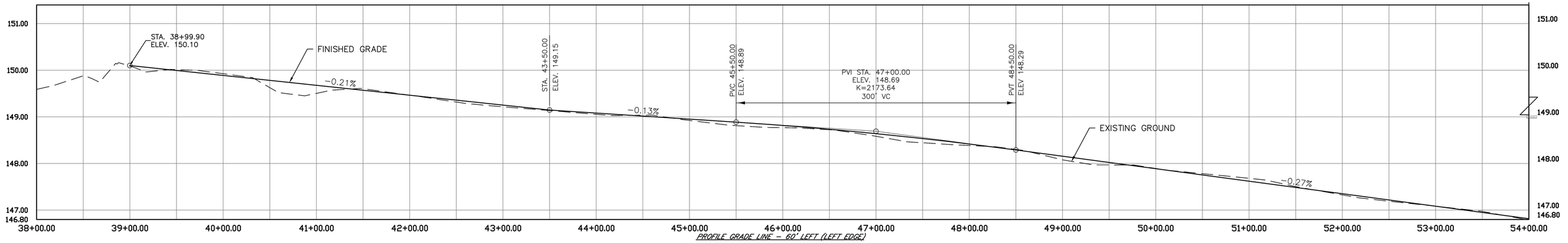
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PAVING PLAN - ADDITIVE ALTERNATE NO. 1

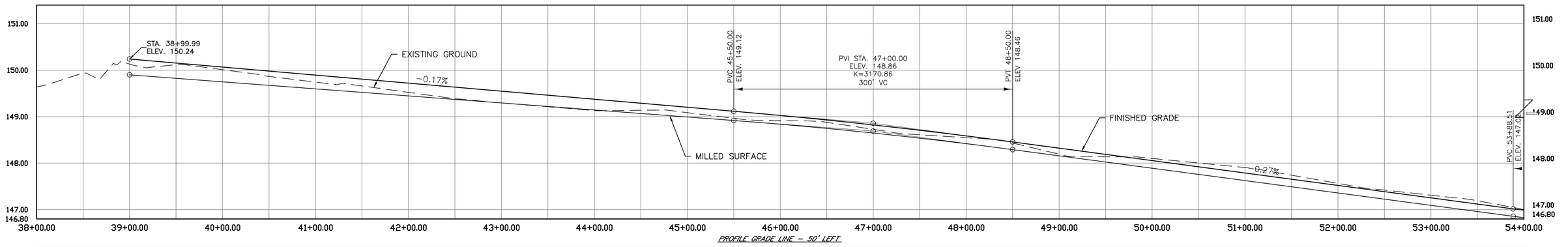
RUNWAY 13-31 REHABILITATION / RESTORATION
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HATTIESBURG, MS

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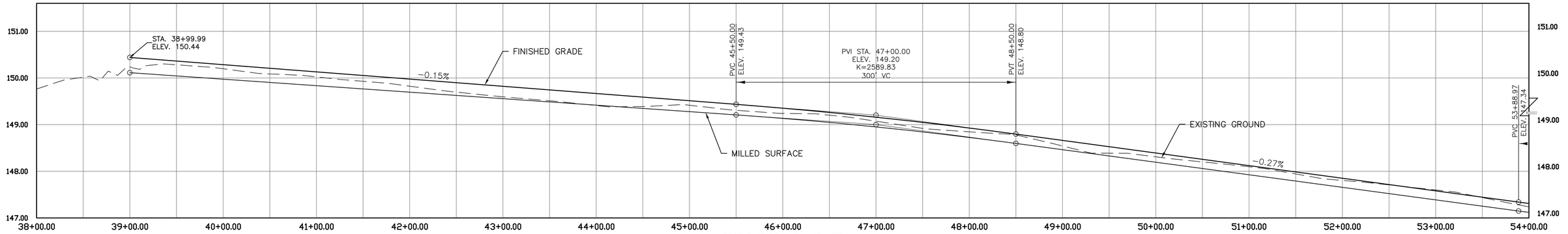
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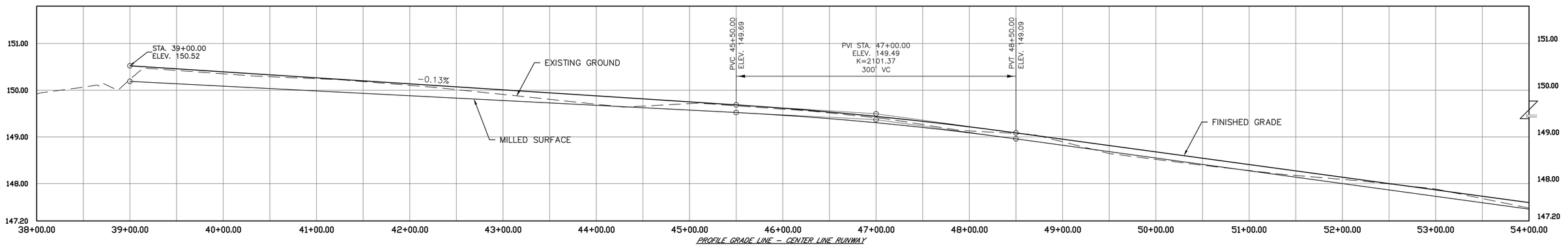
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PROFILE GRADE LINE – 50' LEFT



PROFILE GRADE LINE – 25' LEFT

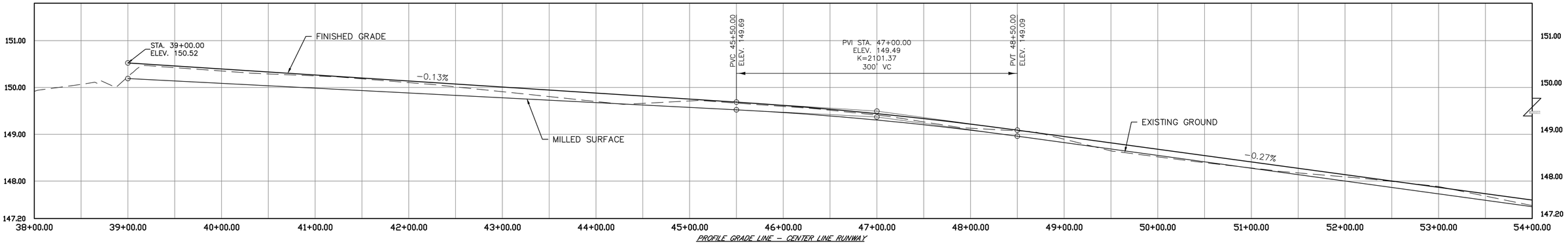


PROFILE GRADE LINE – CENTER LINE RUNWAY

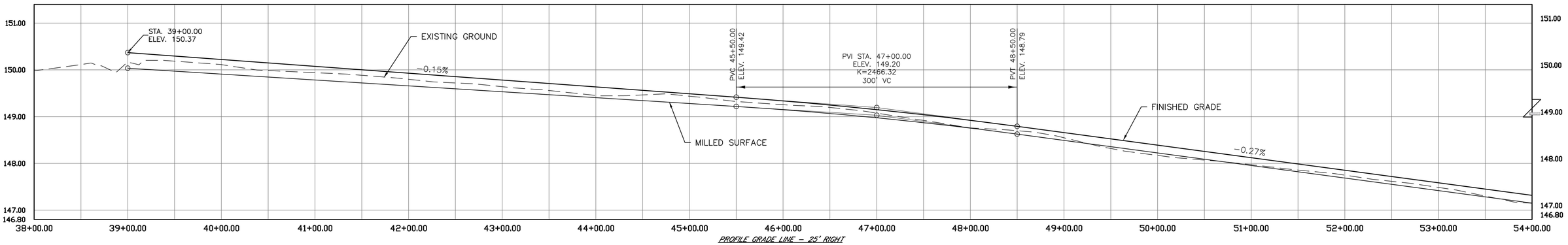
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HATTIESBURG–BOBBY L. CHAIN	JOB NO: 15–0201	SHEET NO: 07	
	DATE: 02/2015	OF: 34	

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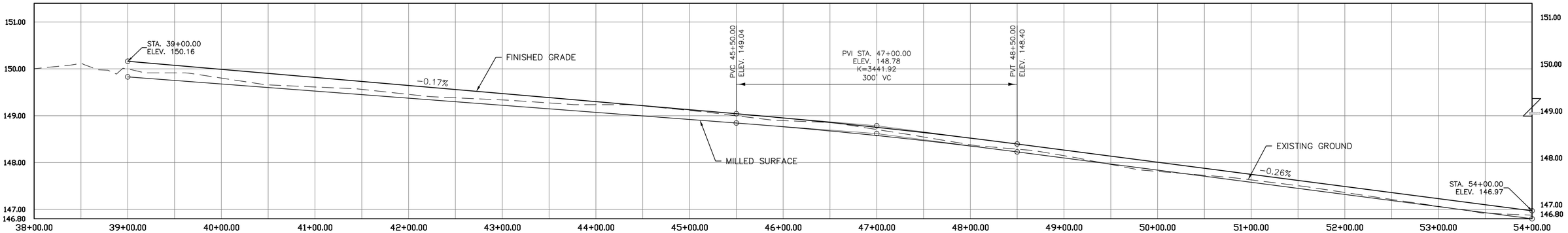
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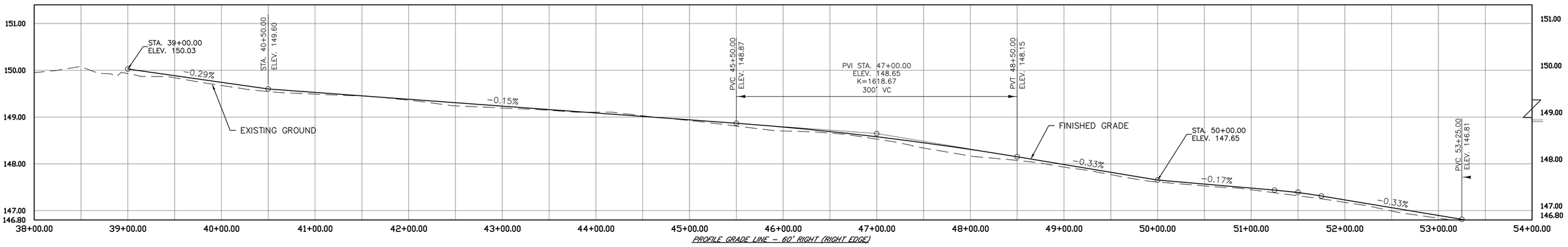
PROFILE GRADE LINE – CENTER LINE RUNWAY



PROFILE GRADE LINE – 25' RIGHT



PROFILE GRADE LINE – 50' RIGHT

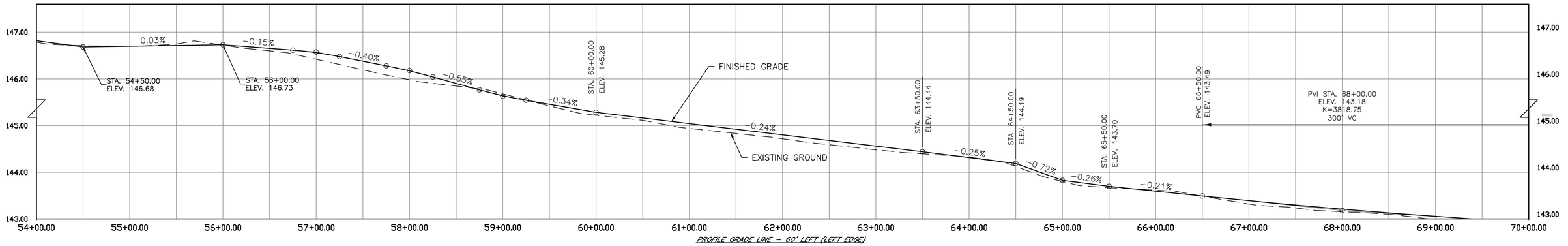


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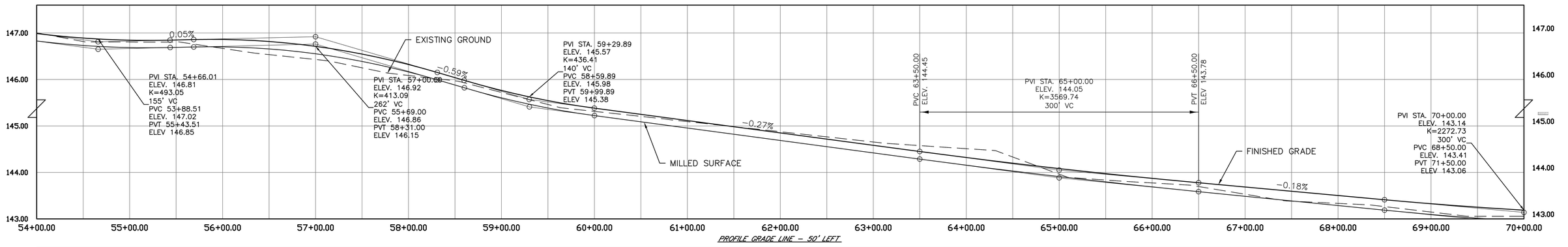
RUNWAY PROFILES – BASE BID	DRAWN BY: RCM	1"=50' HORIZ.	
	CHECKED BY: SAD	1"=1' VERT.	
HATTIESBURG–BOBBY L. CHAIN	JOB NO: 15–0201	SHEET NO: 07b	
	DATE: 02/2015	OF: 34	

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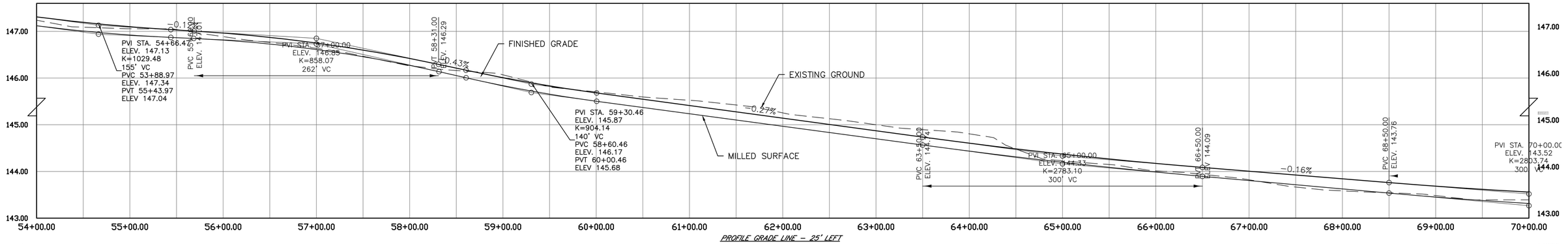
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(F) 318-670-7284



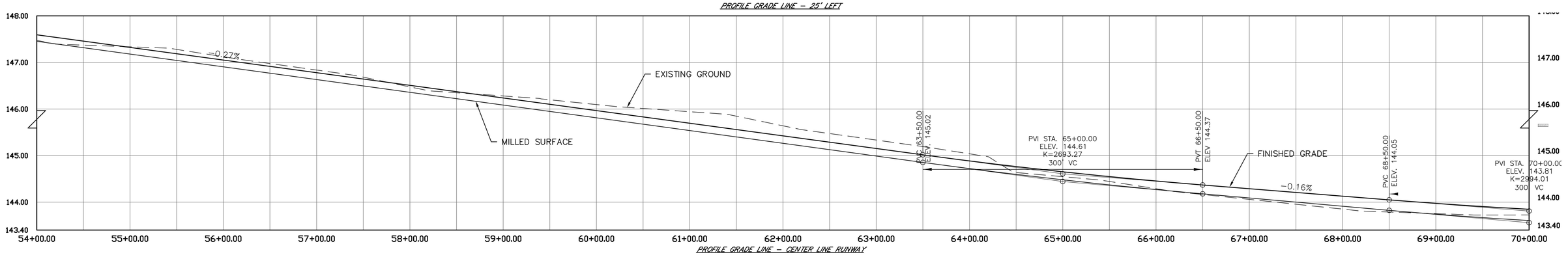
PROFILE GRADE LINE – 60' LEFT (LEFT EDGE)



PROFILE GRADE LINE – 50' LEFT



PROFILE GRADE LINE – 25' LEFT

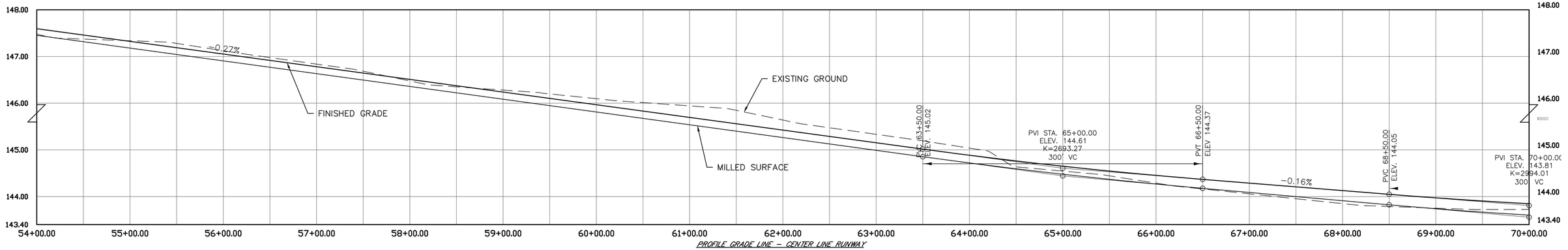


PROFILE GRADE LINE – CENTER LINE RUNWAY

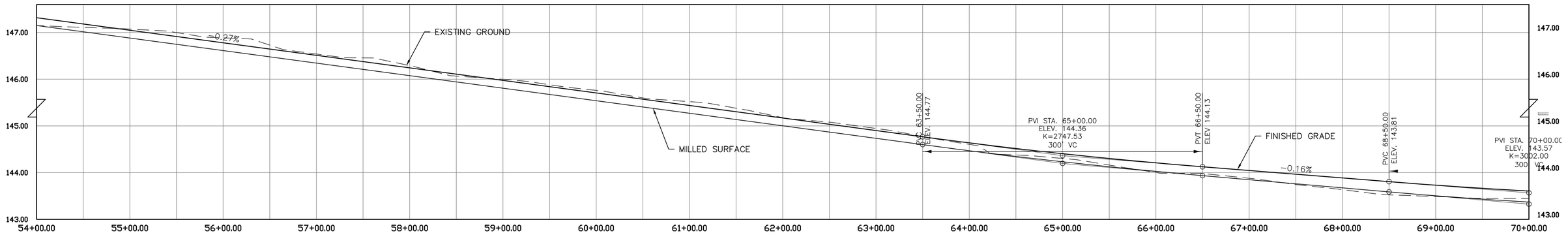
RUNWAY PROFILES – BASE BID	DRAWN BY: RCM	1"=50' HORIZ.	
	CHECKED BY: SAD	1"=1' VERT.	
HATTIESBURG–BOBBY L. CHAIN	JOB NO: 15–0201	SHEET NO: 08a	
	DATE: 02/2015	OF: 34	

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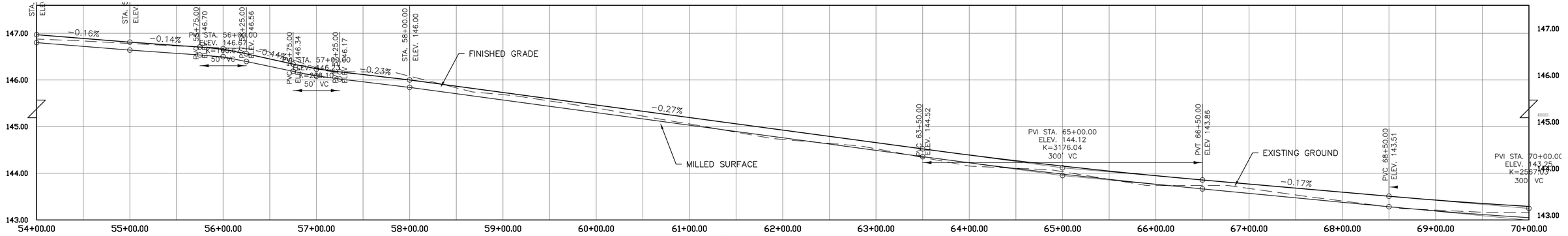
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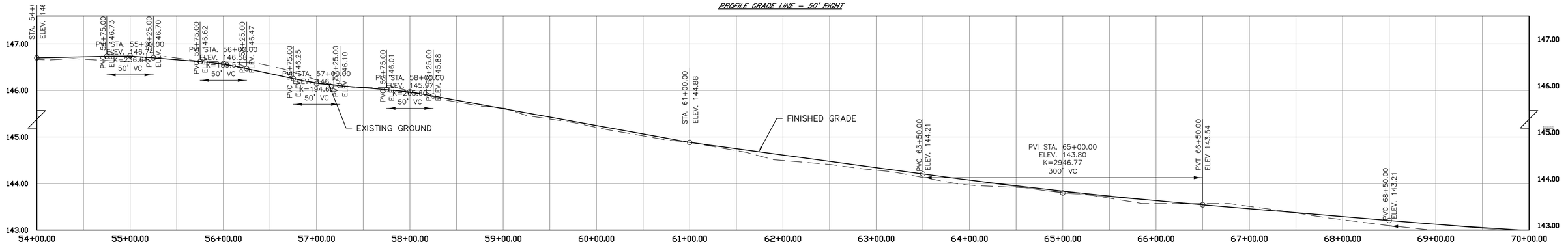
PROFILE GRADE LINE – CENTER LINE RUNWAY



PROFILE GRADE LINE – 25' RIGHT



PROFILE GRADE LINE – 50' RIGHT

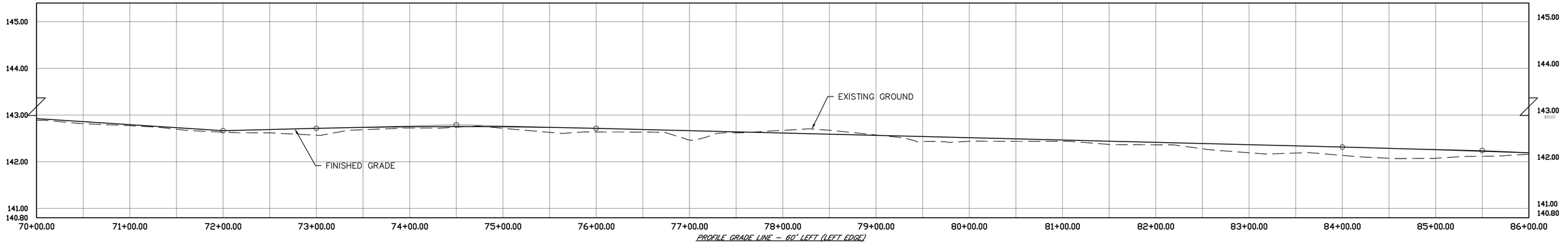


PROFILE GRADE LINE – 60' RIGHT (RIGHT EDGE)

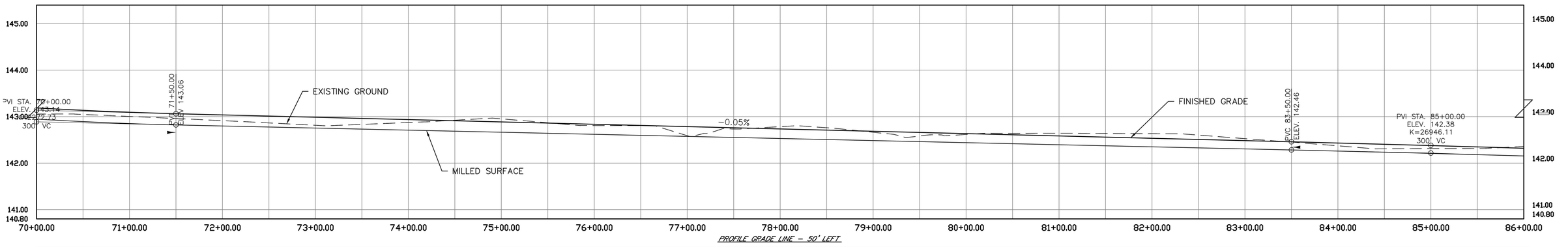
RUNWAY PROFILES – BASE BID	DRAWN BY: RCM	1"=50' HORIZ.	
	CHECKED BY: SAD	1"=1' VERT.	
HATTIESBURG–BOBBY L. CHAIN	JOB NO: 15-0201	SHEET NO: 08b	
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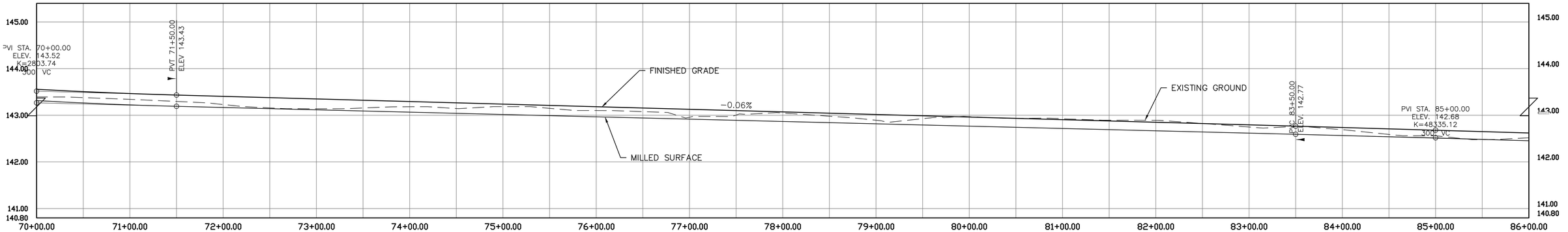
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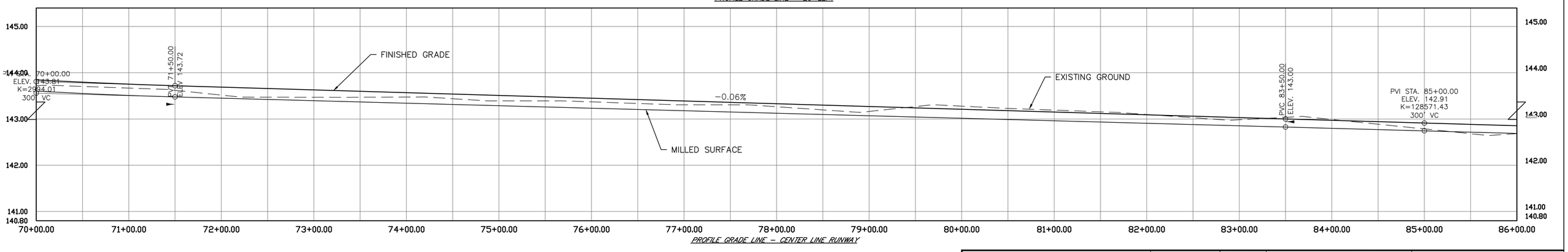
PROFILE GRADE LINE – 60' LEFT (LEFT EDGE)



PROFILE GRADE LINE – 50' LEFT



PROFILE GRADE LINE – 25' LEFT

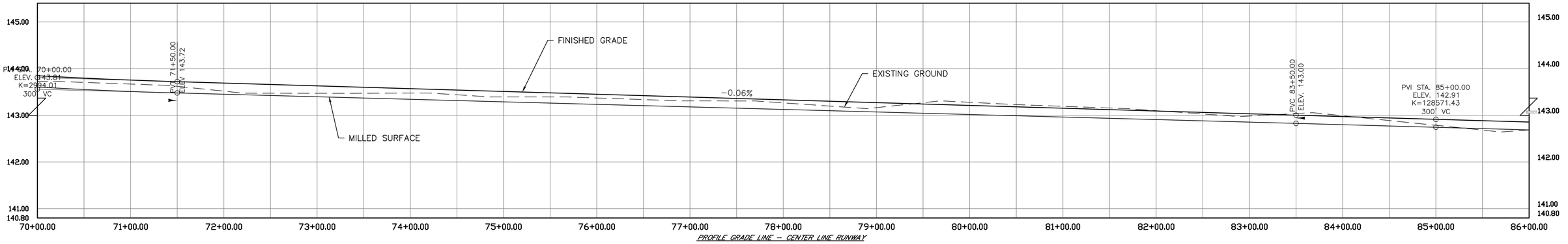


PROFILE GRADE LINE – CENTER LINE RUNWAY

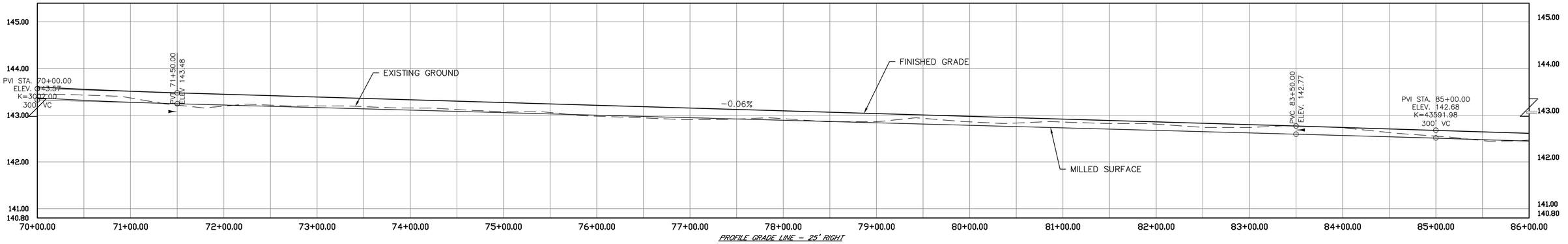
RUNWAY PROFILES – BASE BID	DRAWN BY: RCM	1"=50' HORIZ.	
	CHECKED BY: SAD	1"=1' VERT.	
HATTIESBURG–BOBBY L. CHAIN	JOB NO: 15–0201	SHEET NO: 09a	
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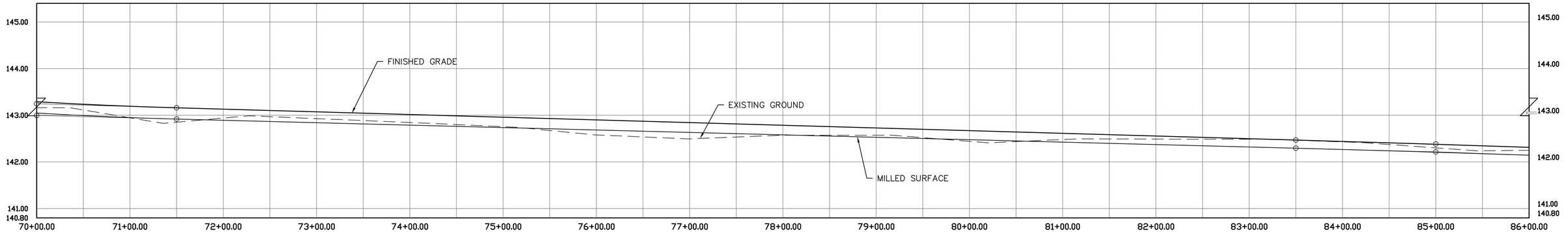
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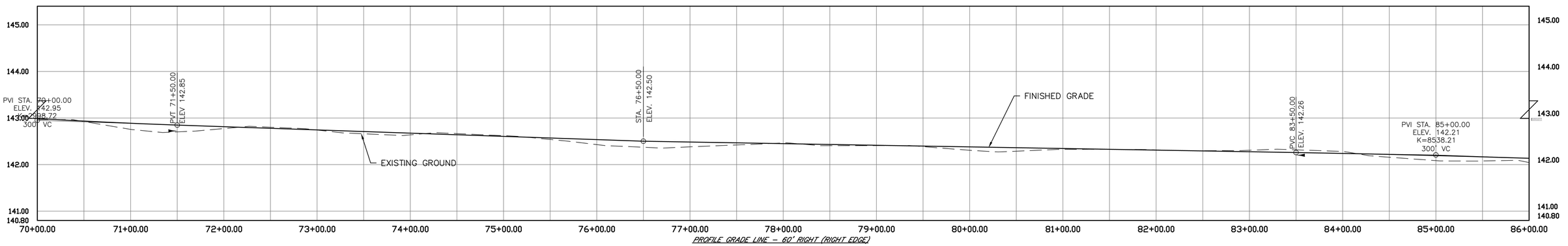
PROFILE GRADE LINE – CENTER LINE RUNWAY



PROFILE GRADE LINE – 25' RIGHT



PROFILE GRADE LINE – 50' RIGHT

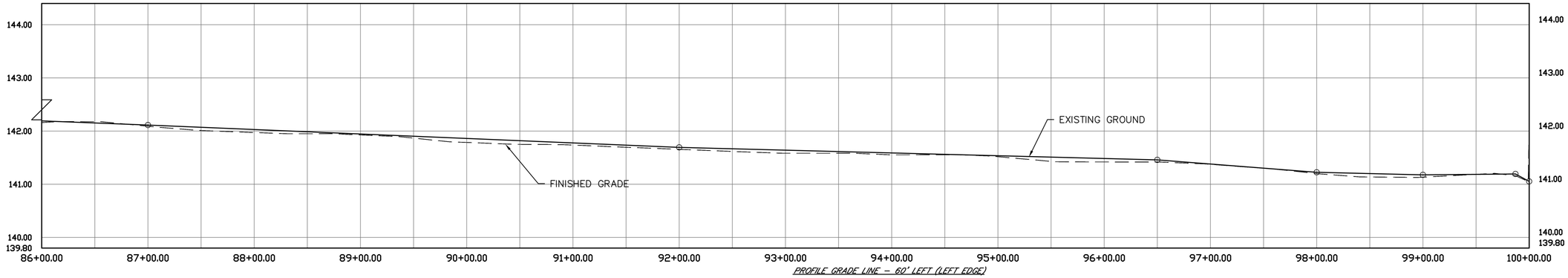


PROFILE GRADE LINE – 60' RIGHT (RIGHT EDGE)

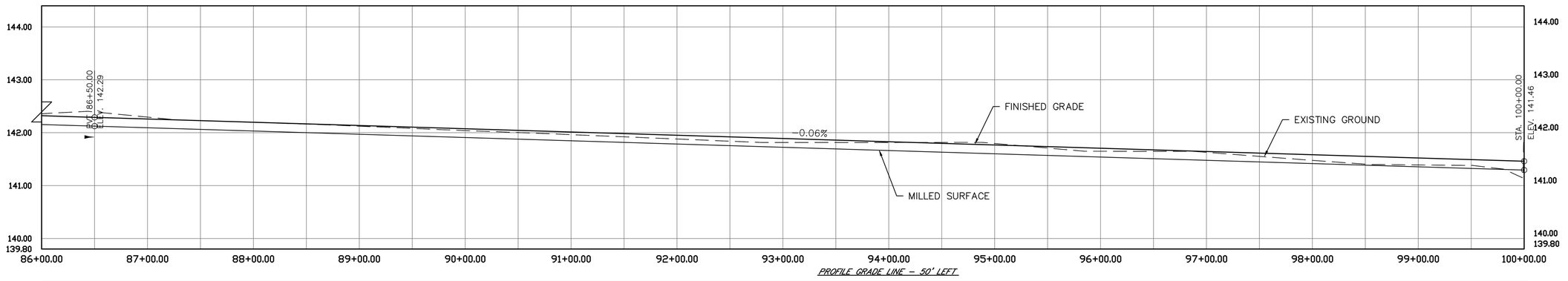
RUNWAY PROFILES – BASE BID	DRAWN BY: RCM	1"=50' HORIZ.	
	CHECKED BY: SAD	1"=1' VERT.	
HATTIESBURG–BOBBY L. CHAIN	JOB NO: 15–0201	SHEET NO: 09b	
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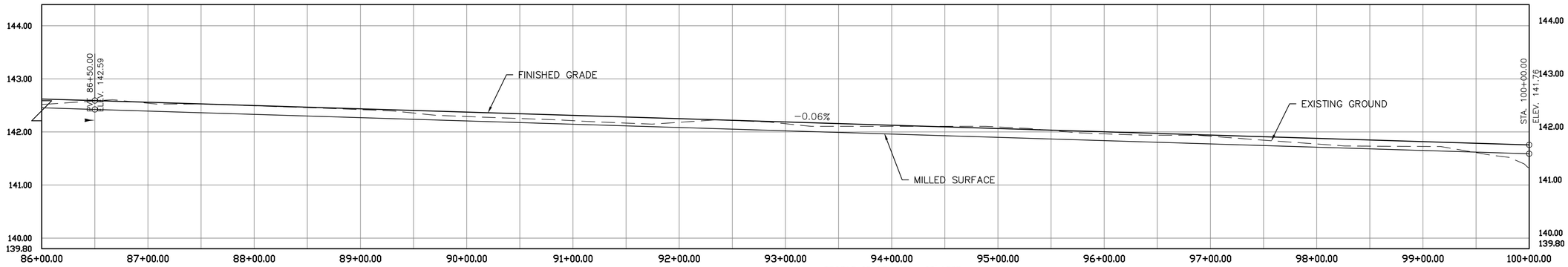
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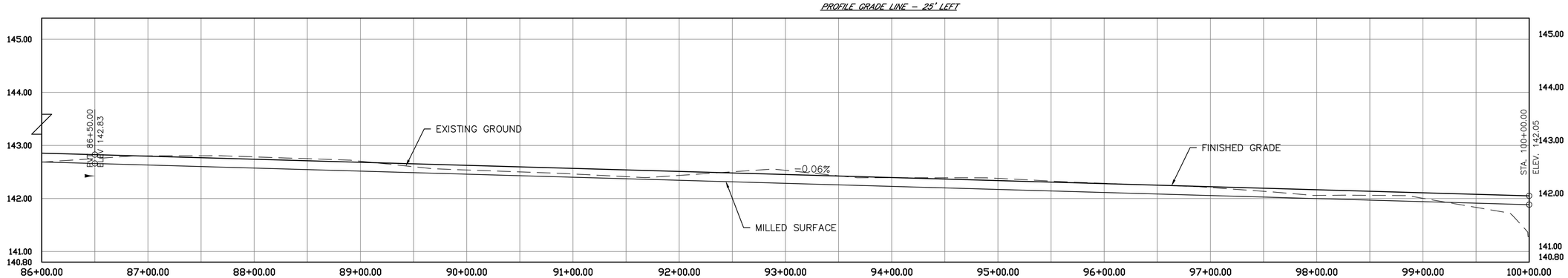
PROFILE GRADE LINE – 60' LEFT (LEFT EDGE)



PROFILE GRADE LINE – 50' LEFT



PROFILE GRADE LINE – 25' LEFT

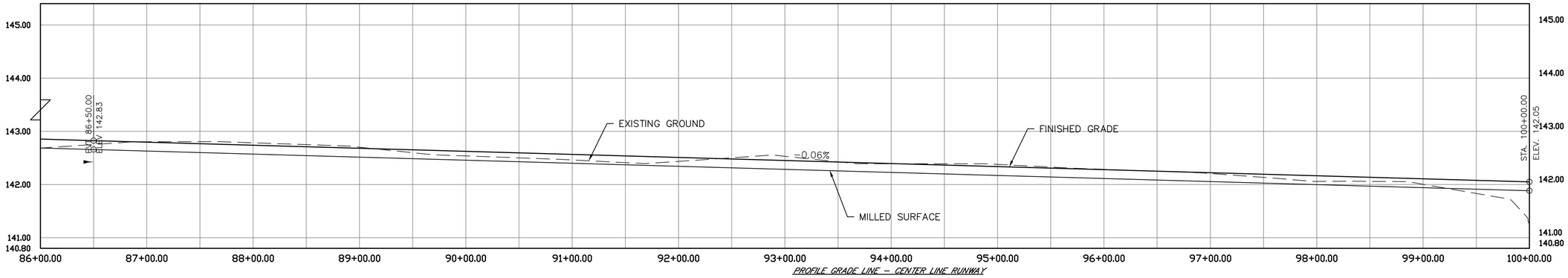


PROFILE GRADE LINE – CENTER LINE RUNWAY

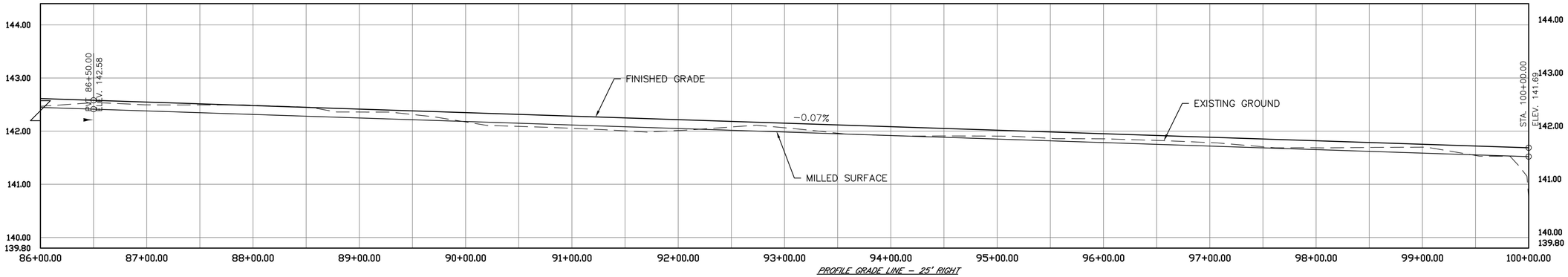
RUNWAY PROFILES – BASE BID	DRAWN BY: RCM	1"=50' HORIZ.	
	CHECKED BY: SAD	1"=1' VERT.	
HATTIESBURG–BOBBY L. CHAIN	JOB NO: 15–0201	SHEET NO: 10a	
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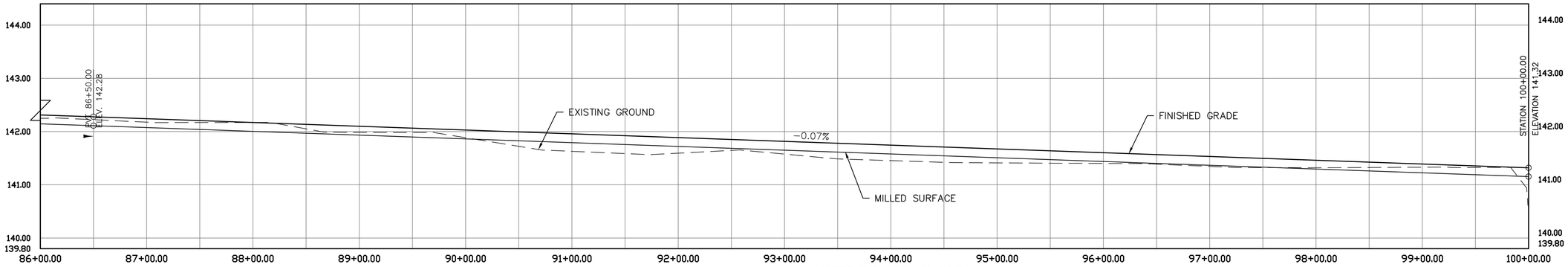
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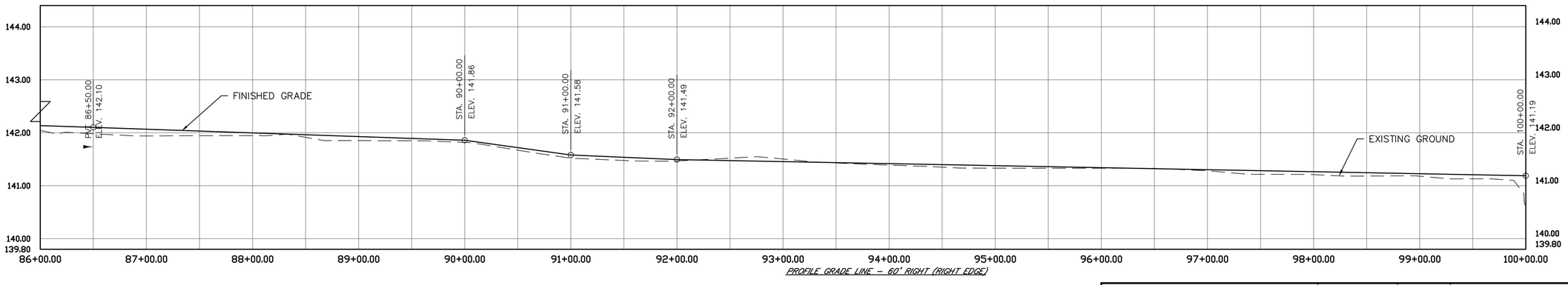
PROFILE GRADE LINE – CENTER LINE RUNWAY



PROFILE GRADE LINE – 25' RIGHT



PROFILE GRADE LINE – 50' RIGHT

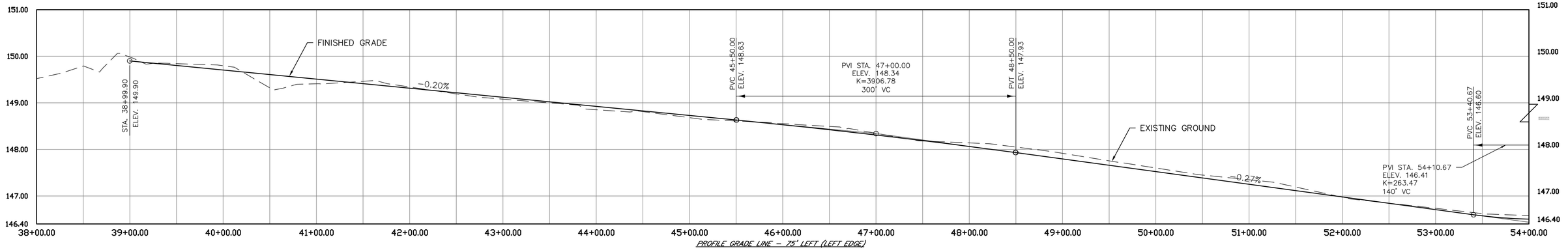


PROFILE GRADE LINE – 60' RIGHT (RIGHT EDGE)

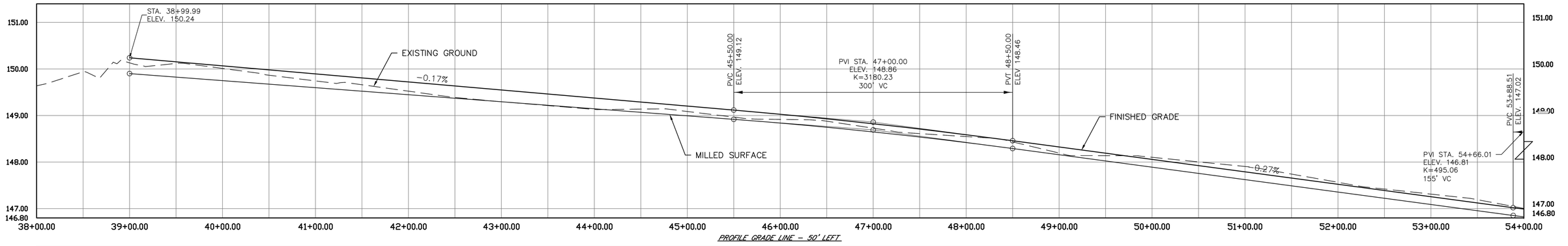
RUNWAY PROFILES – BASE BID	DRAWN BY: RCM	1"=50' HORIZ.	
	CHECKED BY: SAD	1"=1' VERT.	
HATTIESBURG–BOBBY L. CHAIN	JOB NO: 15–0201	SHEET NO: 10b	
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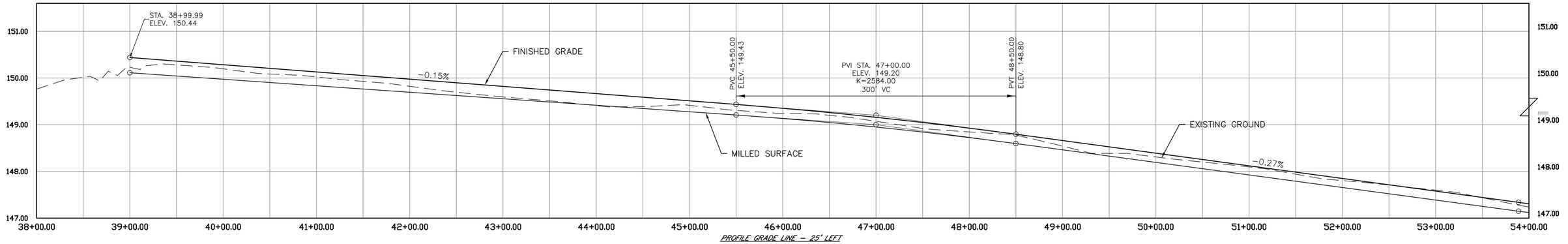
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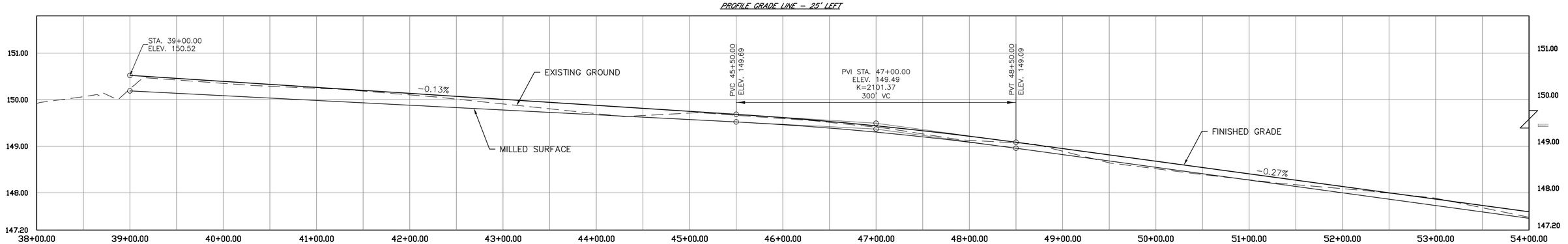
PROFILE GRADE LINE – 75' LEFT (LEFT EDGE)



PROFILE GRADE LINE – 50' LEFT



PROFILE GRADE LINE – 25' LEFT



PROFILE GRADE LINE – CENTER LINE RUNWAY

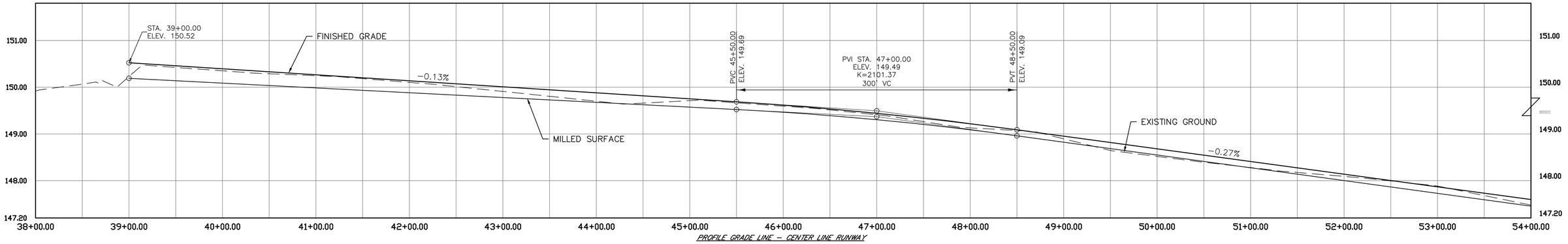
RUNWAY PROFILES – ADD. ALT. NO. 1

HATTIESBURG–BOBBY L. CHAIN

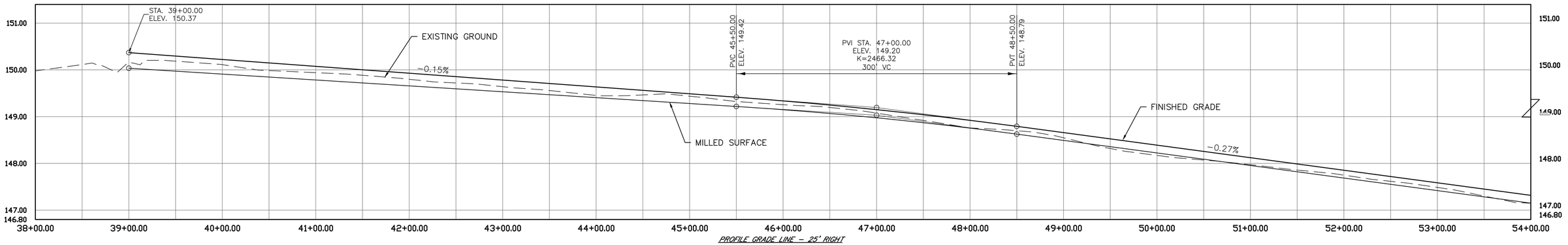
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JOB NO: 15–0201	SHEET NO: 11a
DATE: 02/2015	OF: 34

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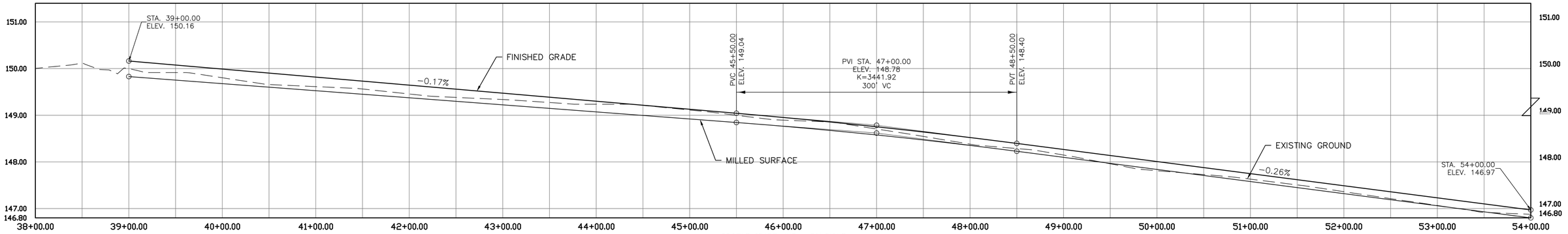
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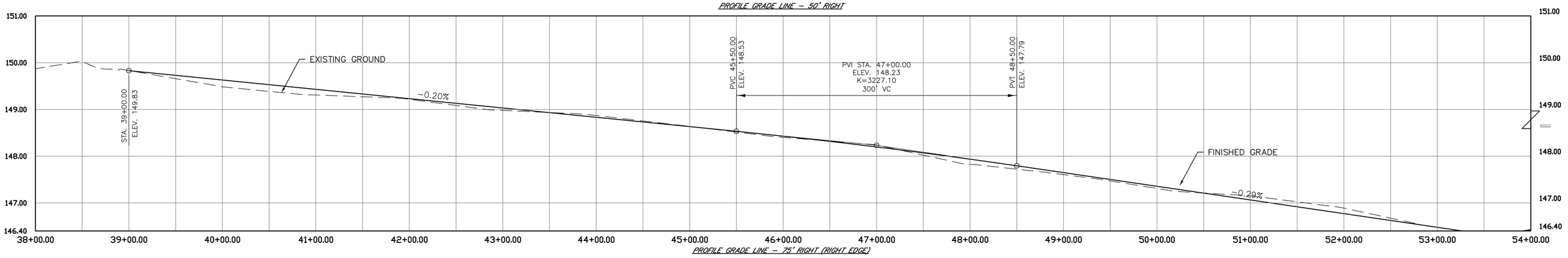
PROFILE GRADE LINE – CENTER LINE RUNWAY



PROFILE GRADE LINE – 25' RIGHT



PROFILE GRADE LINE – 50' RIGHT



PROFILE GRADE LINE – 75' RIGHT (RIGHT EDGE)

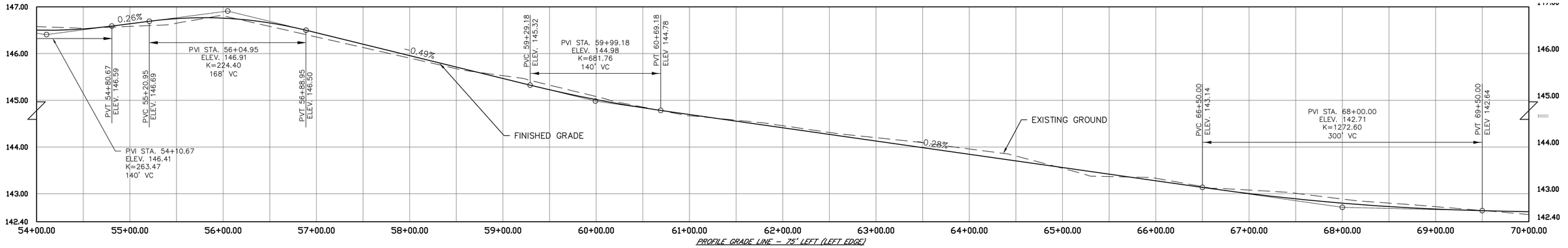
RUNWAY PROFILES – ADD. ALT. NO. 1

HATTIESBURG–BOBBY L. CHAIN

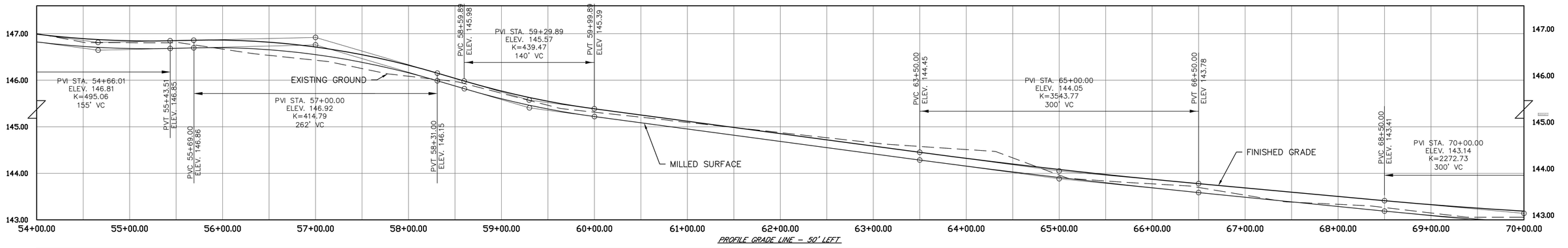
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JOB NO: 15–0201	SHEET NO: 11b
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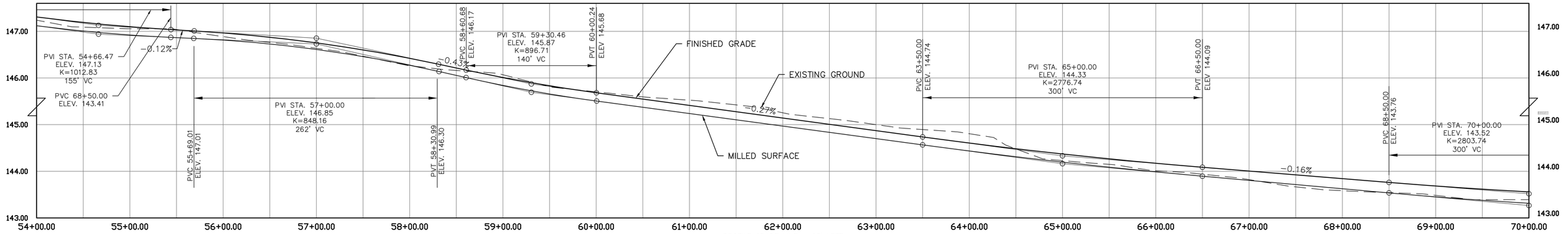
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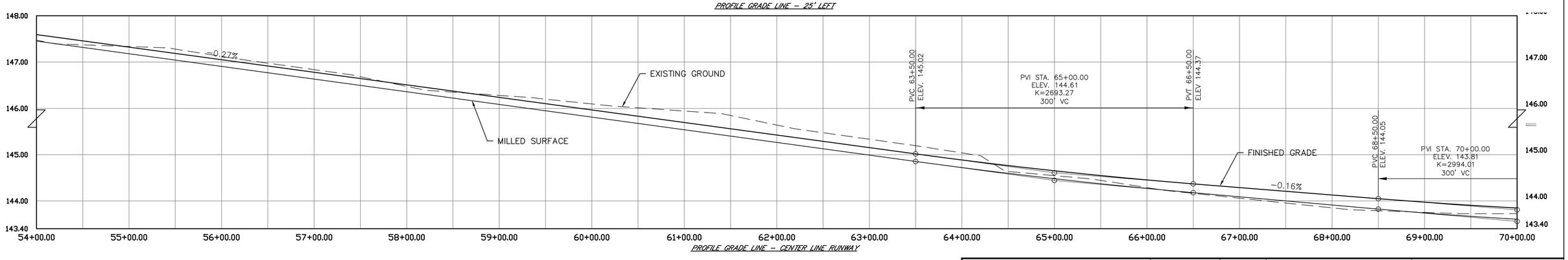
PROFILE GRADE LINE – 75' LEFT (LEFT EDGE)



PROFILE GRADE LINE – 50' LEFT



PROFILE GRADE LINE – 25' LEFT



PROFILE GRADE LINE – CENTER LINE RUNWAY

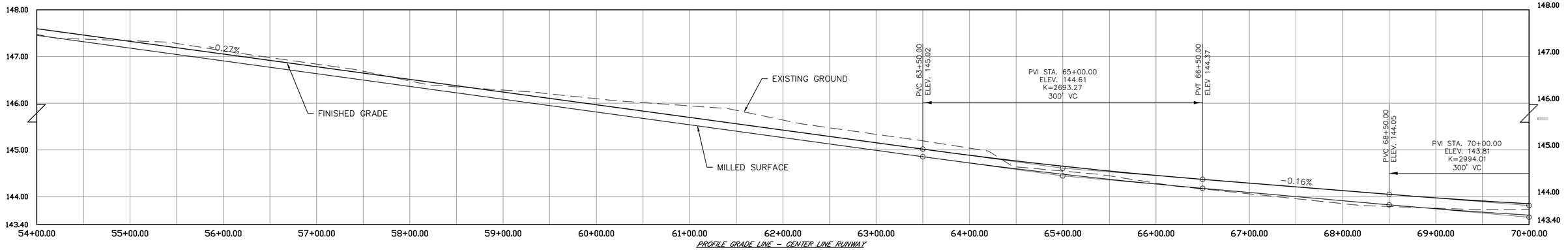
RUNWAY PROFILES – ADD. ALT. NO. 1

HATTIESBURG–BOBBY L. CHAIN

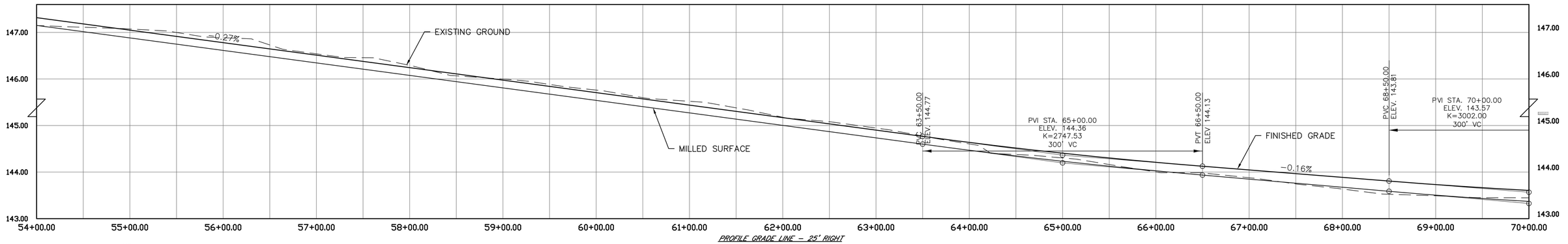
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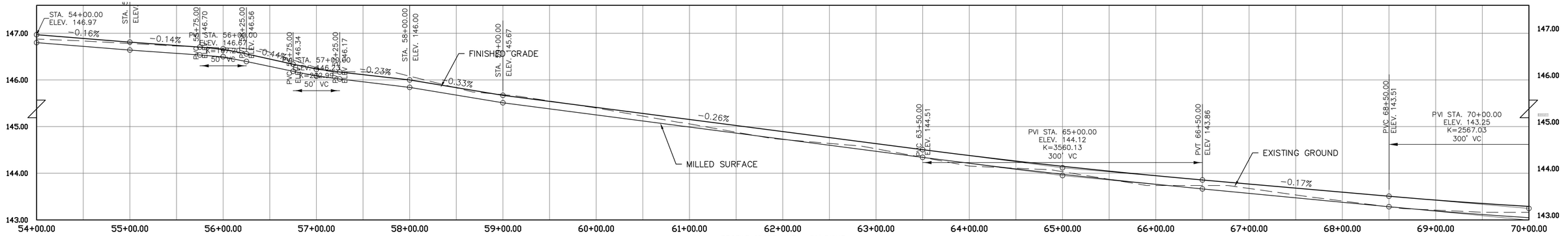
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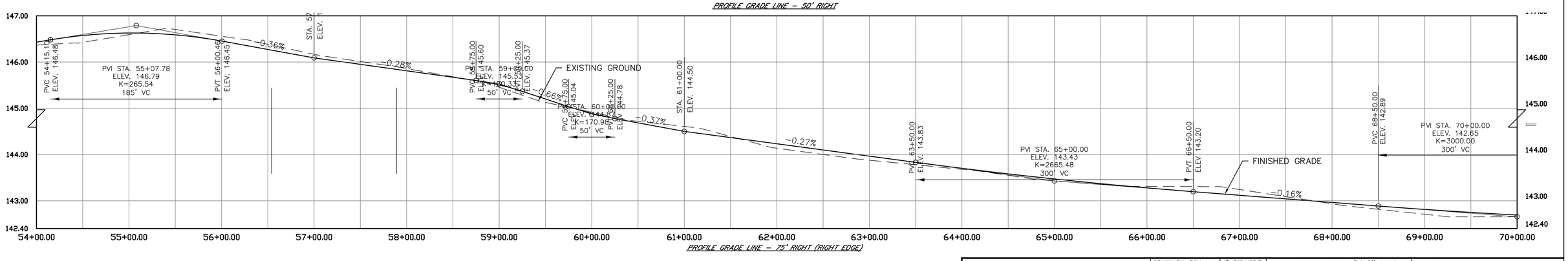
PROFILE GRADE LINE – CENTER LINE RUNWAY



PROFILE GRADE LINE – 25' RIGHT



PROFILE GRADE LINE – 50' RIGHT

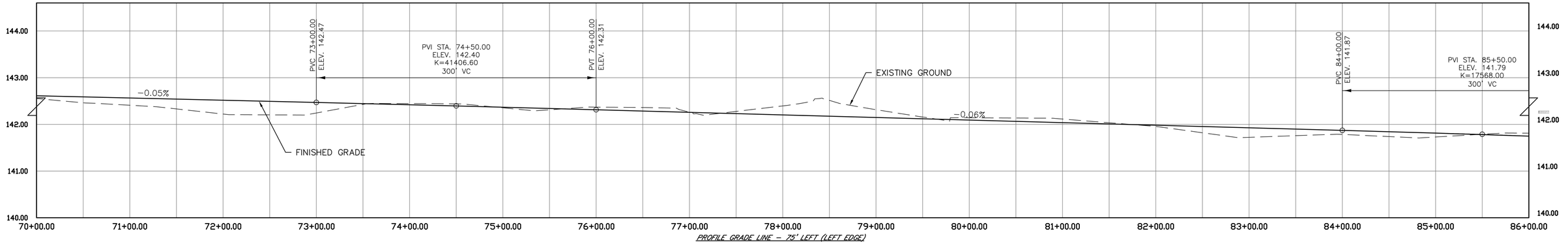


PROFILE GRADE LINE – 75' RIGHT (RIGHT EDGE)

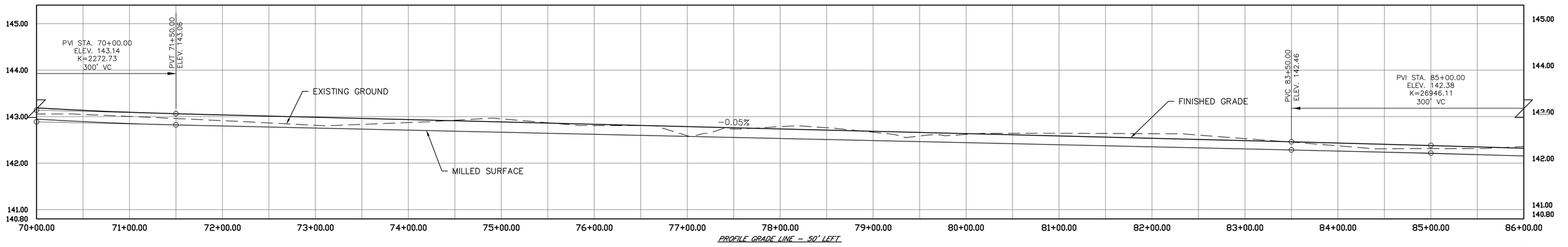
RUNWAY PROFILES – ADD. ALT. NO. 1	DRAWN BY: RCM	1"=50' HORIZ.	
	CHECKED BY: SAD	1"=1' VERT.	
HATTIESBURG–BOBBY L. CHAIN	JOB NO: 15-0201	SHEET NO: 12b OF: 34	
	DATE: 02/2015		

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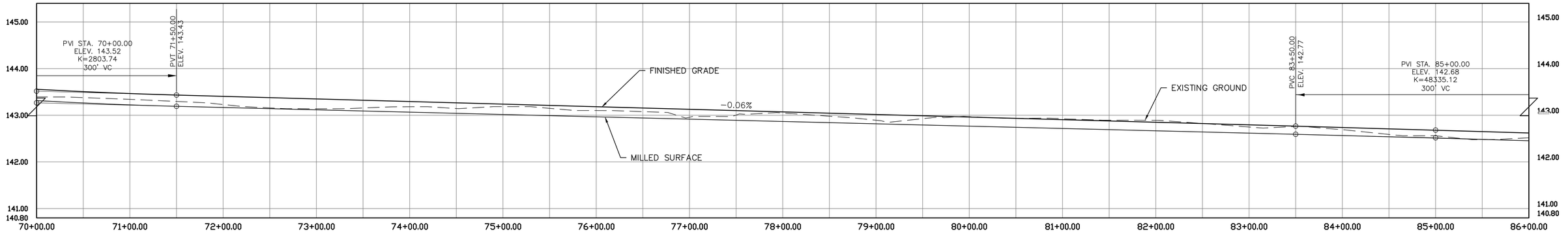
EJES INCORPORATED
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SHREVEPORT, LA 71104
(P) 318-670-7275
(F) 318-670-7284



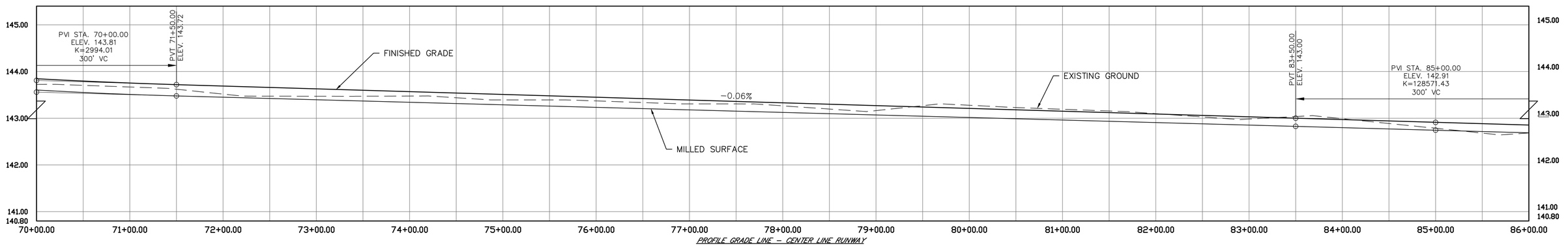
PROFILE GRADE LINE – 75' LEFT (LEFT EDGE)



PROFILE GRADE LINE – 50' LEFT



PROFILE GRADE LINE – 25' LEFT



PROFILE GRADE LINE – CENTER LINE RUNWAY

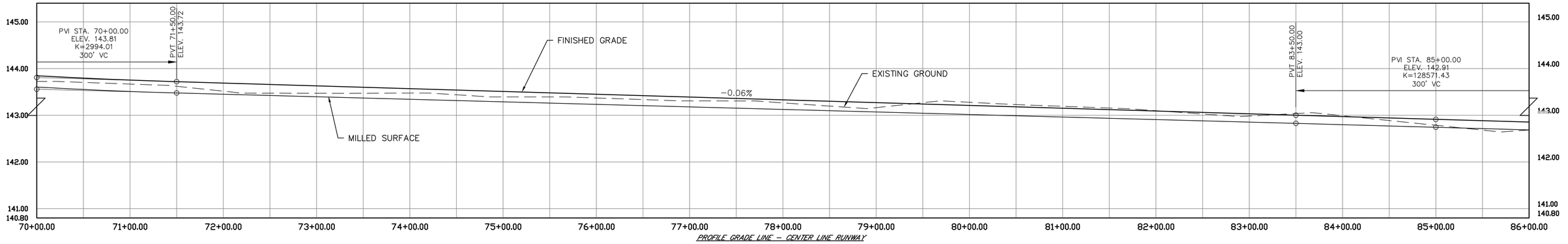
RUNWAY PROFILES – ADD. ALT. NO. 1

HATTIESBURG–BOBBY L. CHAIN

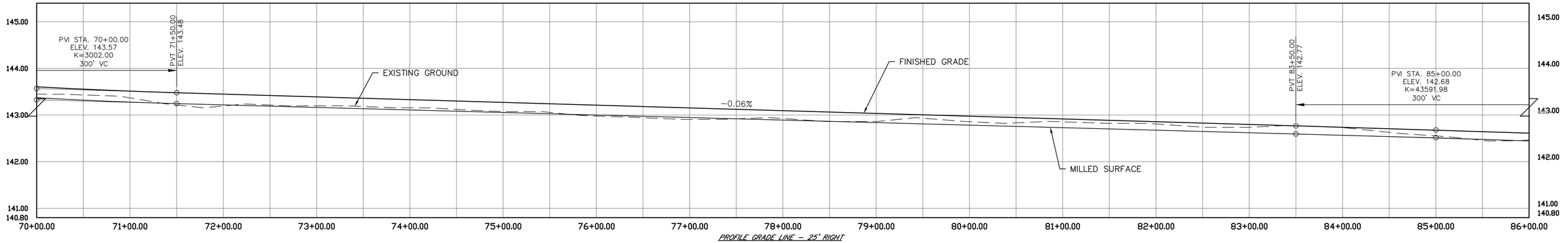
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CHECKED BY: SAD	1"=1' VERT.	
JOB NO: 15–0201	SHEET NO: 13a	
DATE: 02/2015	OF: 34	

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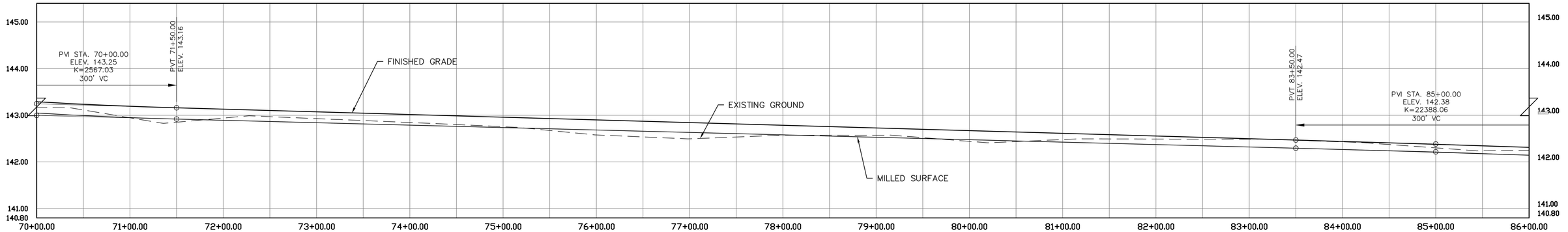
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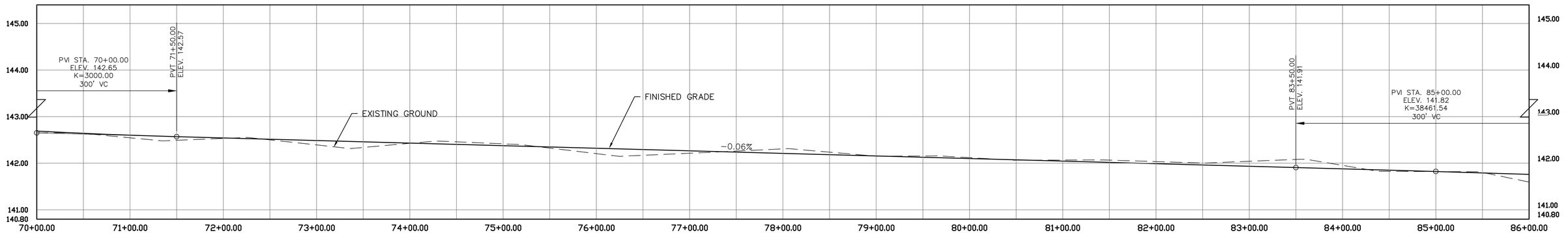
PROFILE GRADE LINE – CENTER LINE RUNWAY



PROFILE GRADE LINE – 25' RIGHT



PROFILE GRADE LINE – 50' RIGHT

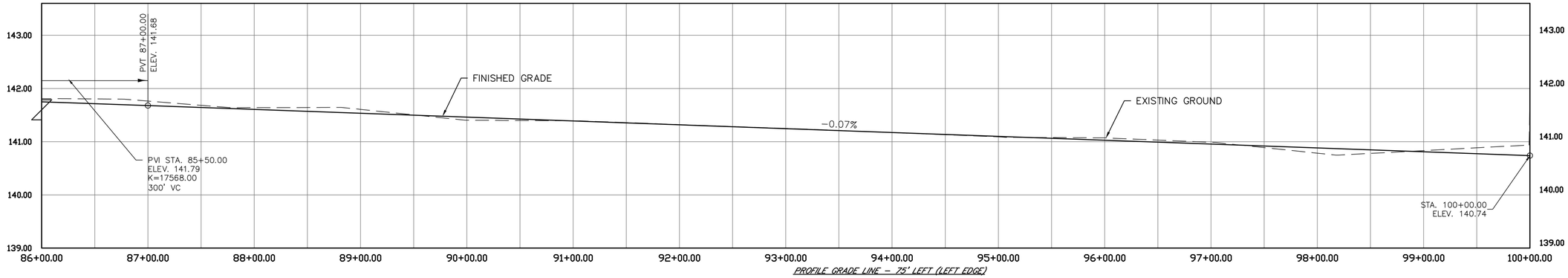


PROFILE GRADE LINE – 75' RIGHT (RIGHT EDGE)

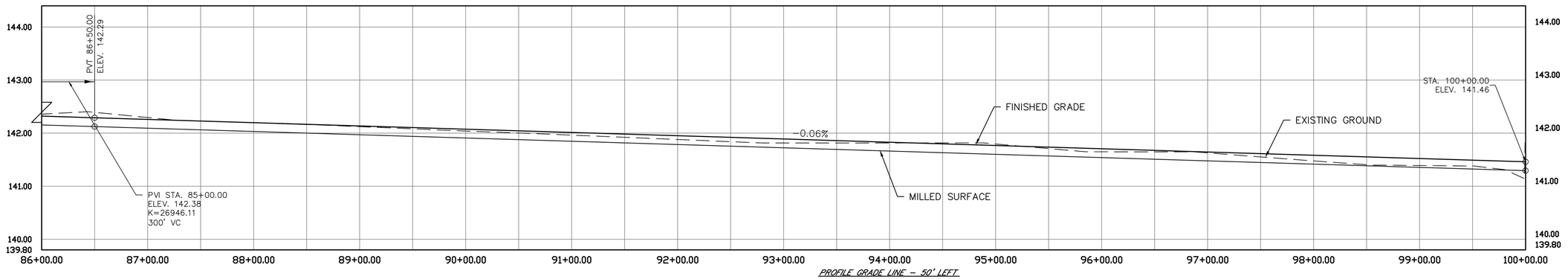
RUNWAY PROFILES – ADD. ALT. NO. 1	DRAWN BY: RCM	1"=50' HORIZ.	
	CHECKED BY: SAD	1"=1' VERT.	
HATTIESBURG–BOBBY L. CHAIN	JOB NO: 15–0201	SHEET NO: 13b	
	DATE: 02/2015	OF: 34	

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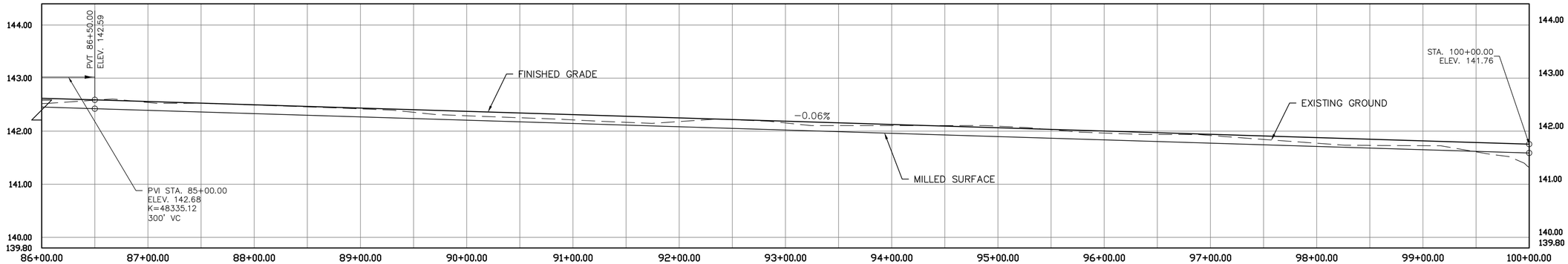
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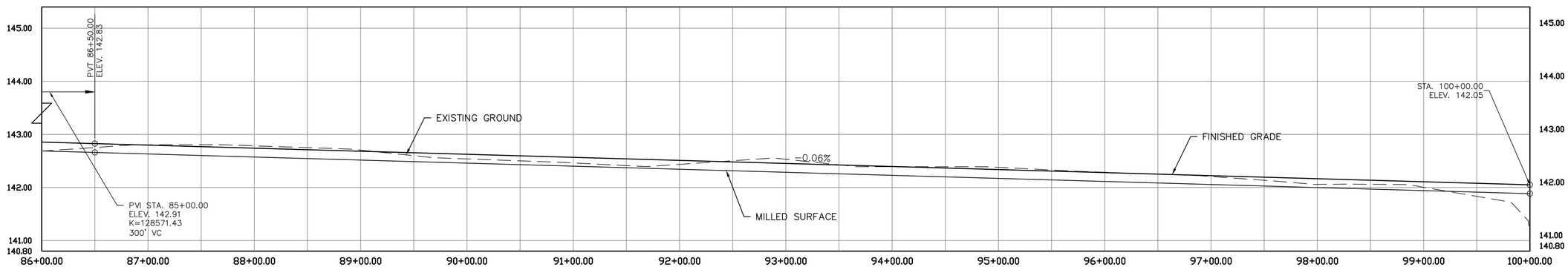
PROFILE GRADE LINE – 75' LEFT (LEFT EDGE)



PROFILE GRADE LINE – 50' LEFT



PROFILE GRADE LINE – 25' LEFT



PROFILE GRADE LINE – CENTER LINE RUNWAY

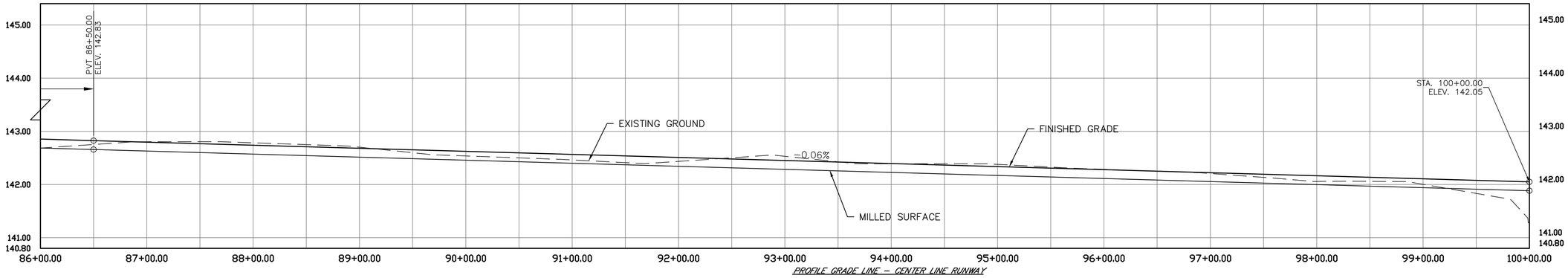
RUNWAY PROFILES – ADD. ALT. NO. 1

HATTIESBURG–BOBBY L. CHAIN

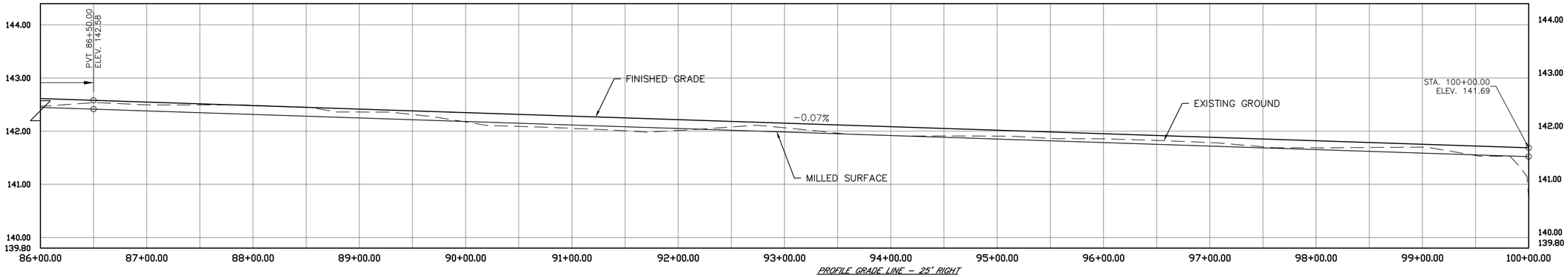
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CHECKED BY: SAD	1"=1' VERT.
JOB NO: 15–0201	SHEET NO: 14a
DATE: 02/2015	OF: 34

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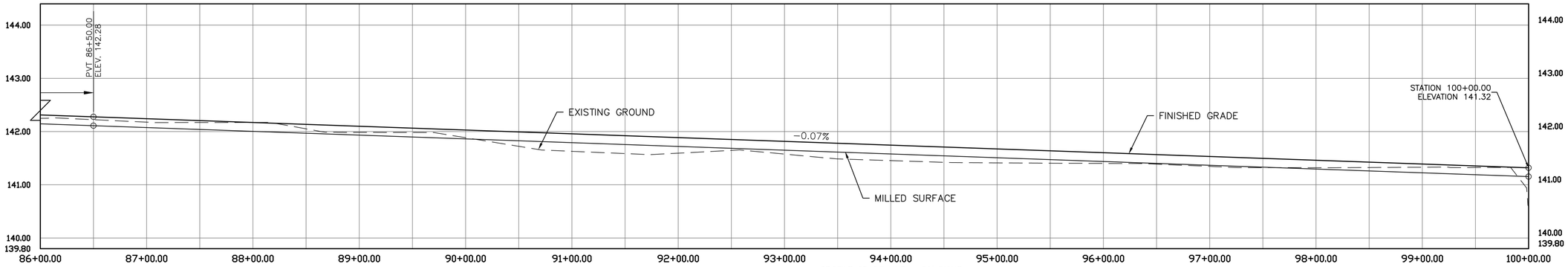
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(P) 318-670-7275
(F) 318-670-7284



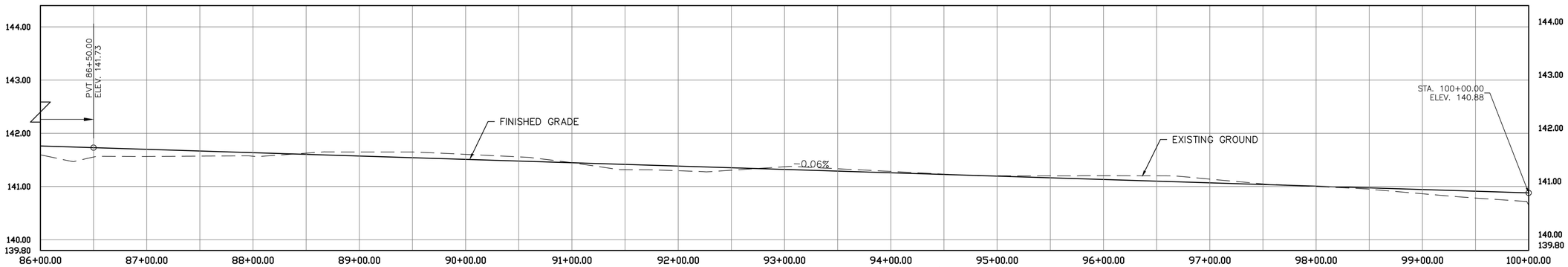
PROFILE GRADE LINE – CENTER LINE RUNWAY



PROFILE GRADE LINE – 25' RIGHT



PROFILE GRADE LINE – 50' RIGHT



PROFILE GRADE LINE – 75' RIGHT (RIGHT EDGE)

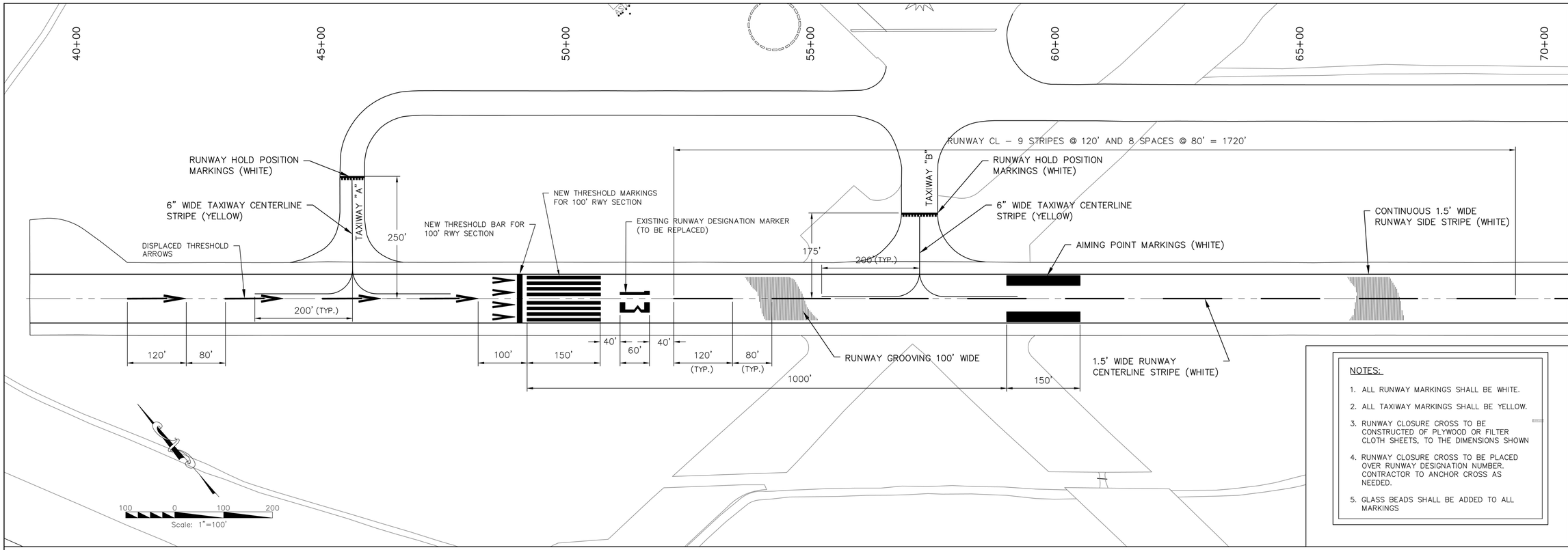
RUNWAY PROFILES – ADD. ALT. NO. 1

HATTIESBURG–BOBBY L. CHAIN

DRAWN BY: RCM	1"=50' HORIZ.
CHECKED BY: SAD	1"=1' VERT.
JOB NO: 15–0201	SHEET NO: 14b
DATE: 02/2015	OF: 34

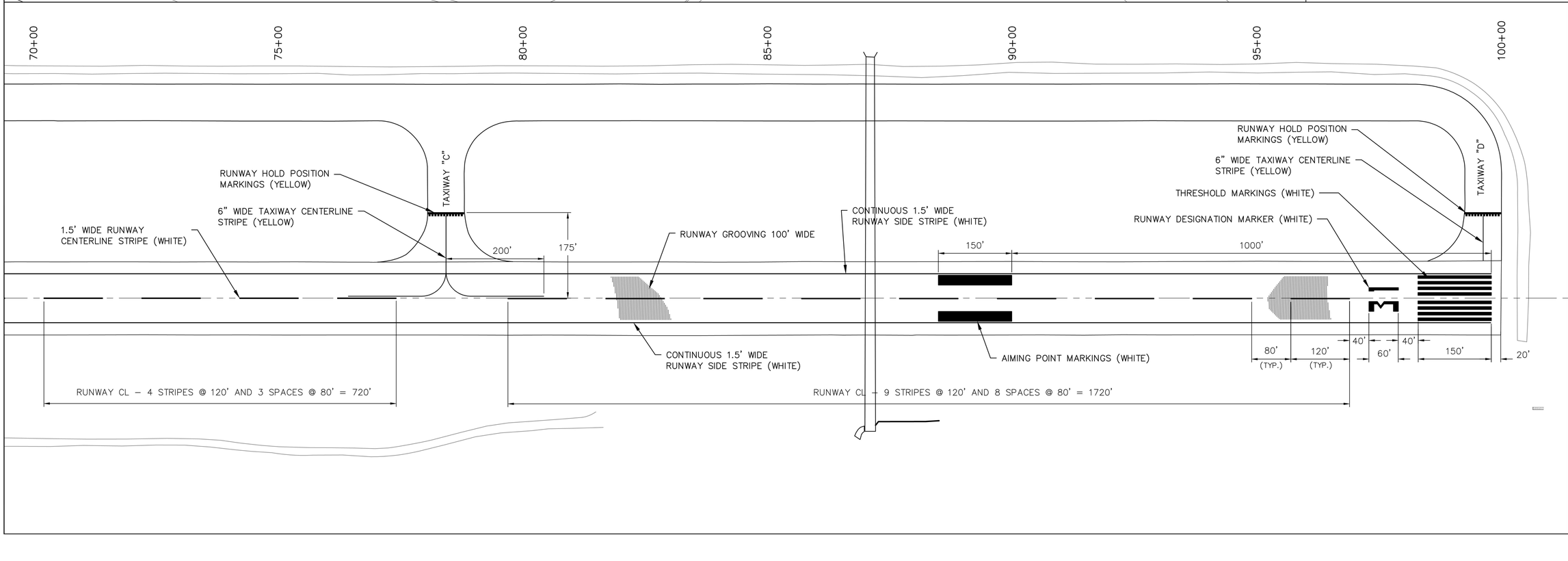
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(P) 318-670-7275
(F) 318-670-7284



NOTES:

1. ALL RUNWAY MARKINGS SHALL BE WHITE.
2. ALL TAXIWAY MARKINGS SHALL BE YELLOW.
3. RUNWAY CLOSURE CROSS TO BE CONSTRUCTED OF PLYWOOD OR FILTER CLOTH SHEETS, TO THE DIMENSIONS SHOWN
4. RUNWAY CLOSURE CROSS TO BE PLACED OVER RUNWAY DESIGNATION NUMBER. CONTRACTOR TO ANCHOR CROSS AS NEEDED.
5. GLASS BEADS SHALL BE ADDED TO ALL MARKINGS



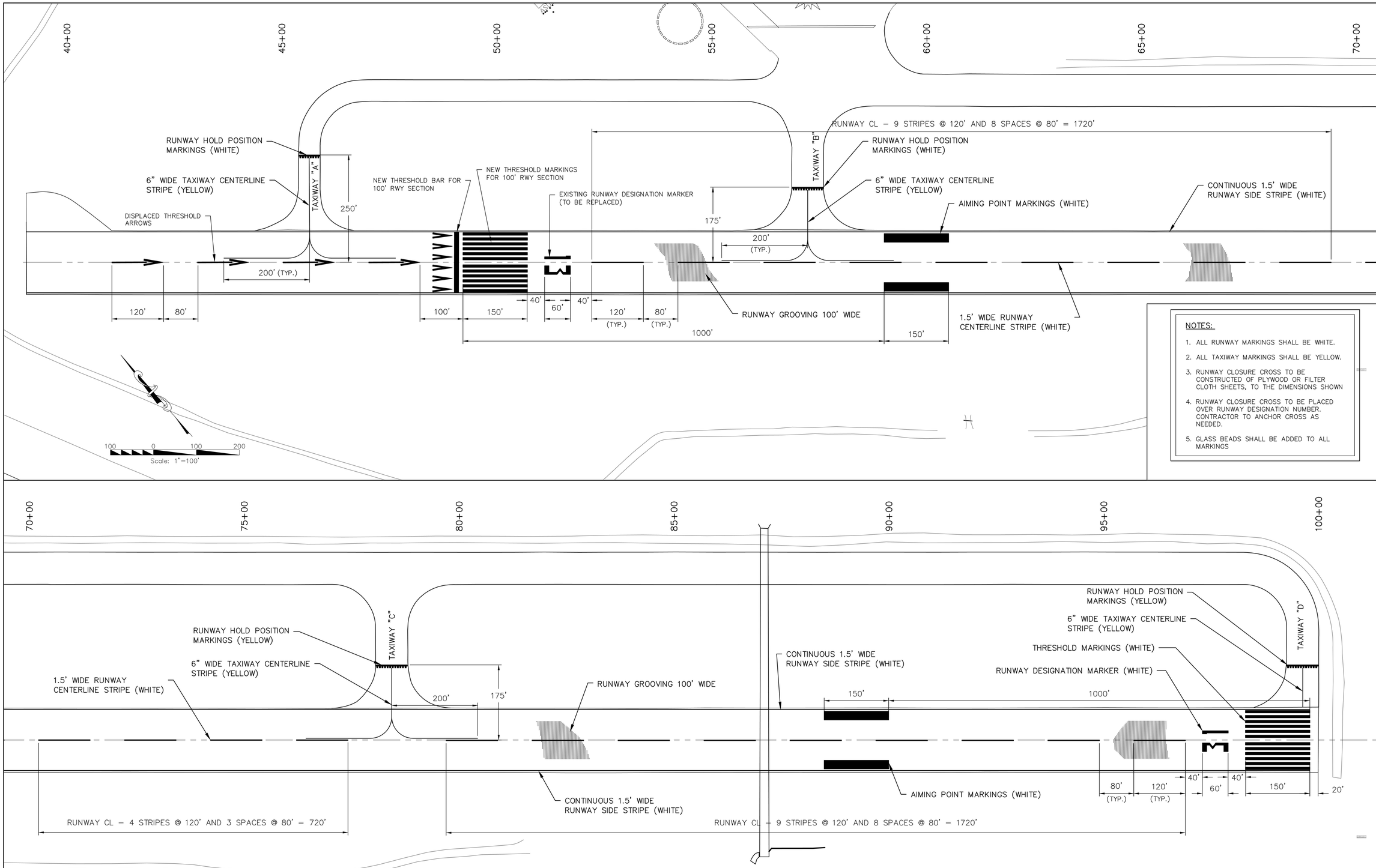
EJES INCORPORATED
9401 LBJ FREEWAY, STE. 300
DALLAS, TEXAS 75243
(P) 214-343-1210
(F) 214-343-3885
201 WILKINSON STREET
SHREVEPORT, LA. 71104
(P) 318-670-7275
(F) 318-670-7275

PAVEMENT MARKING & GROOVING PLAN - BASE BID

RUNWAY 13-31 REHABILITATION / RESTORATION
HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
HATTIESBURG, MS

Design & Management Professionals
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800 Spring Street, Suite 214 Shreveport, LA 71101 • Telephone: (318) 222-8252 • Facsimile: 222-8251
Shreveport, Louisiana

Date:	02/2015
Scale:	1"=100'
Drawn:	K.D.B.
Checked:	S.A.D.
A R E Job Number:	15-0201
Sheet No.:	16a
Drawing File:	



NOTES:

1. ALL RUNWAY MARKINGS SHALL BE WHITE.
2. ALL TAXIWAY MARKINGS SHALL BE YELLOW.
3. RUNWAY CLOSURE CROSS TO BE CONSTRUCTED OF PLYWOOD OR FILTER CLOTH SHEETS, TO THE DIMENSIONS SHOWN
4. RUNWAY CLOSURE CROSS TO BE PLACED OVER RUNWAY DESIGNATION NUMBER. CONTRACTOR TO ANCHOR CROSS AS NEEDED.
5. GLASS BEADS SHALL BE ADDED TO ALL MARKINGS

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(F) 214-343-3885

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SHREVEPORT, LA. 71104
(P) 318-670-7275
(F) 318-670-7275

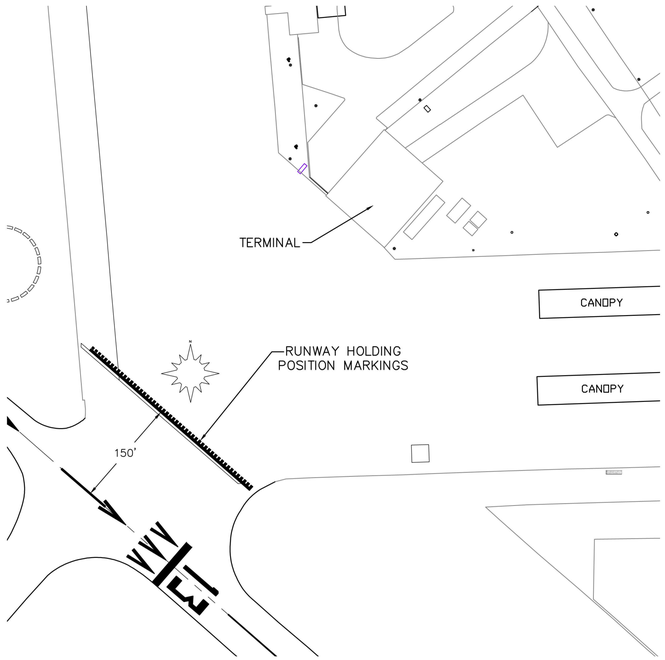
PAVEMENT MARKING & GROOVING PLAN - ADD ALT NO. 1

RUNWAY 13-31 REHABILITATION / RESTORATION
HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
HATTIESBURG, MS

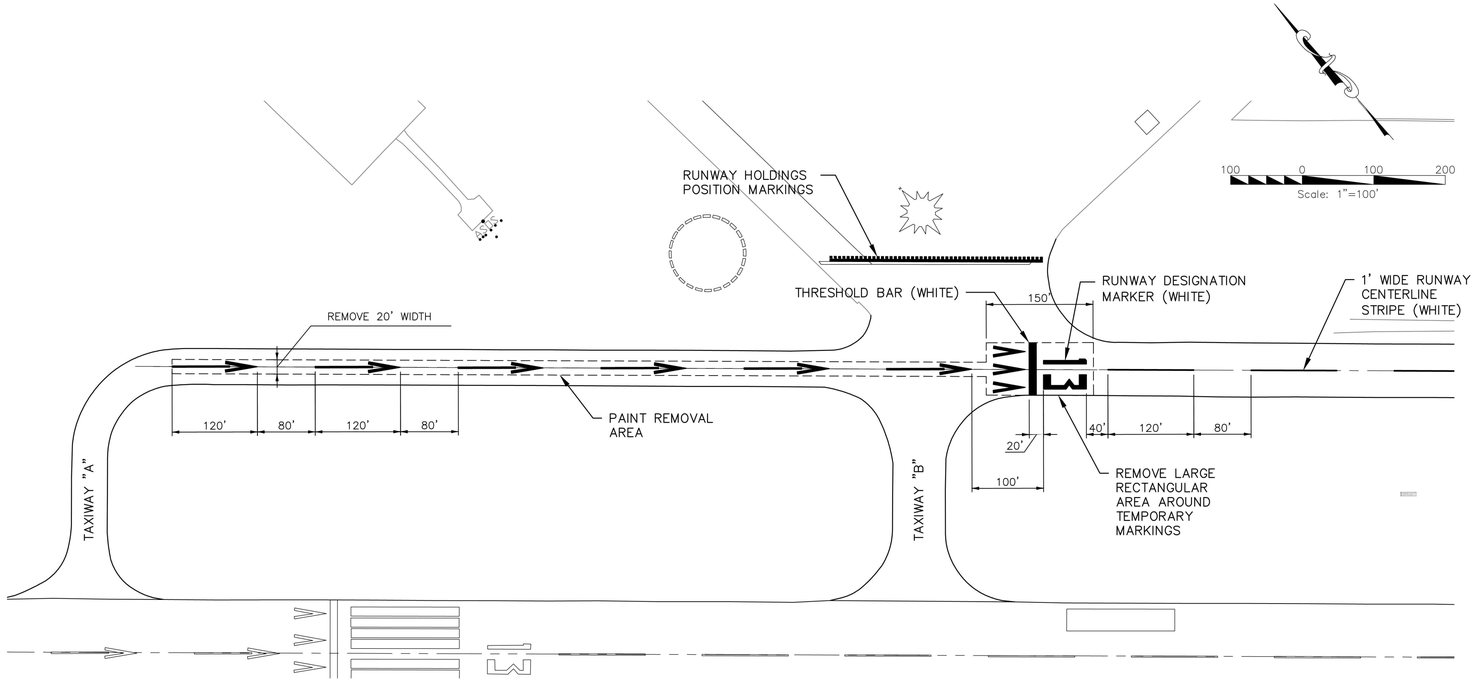
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Shreveport, Louisiana
Telephone: (318) 222-8252 • Facsimile: 222-8251

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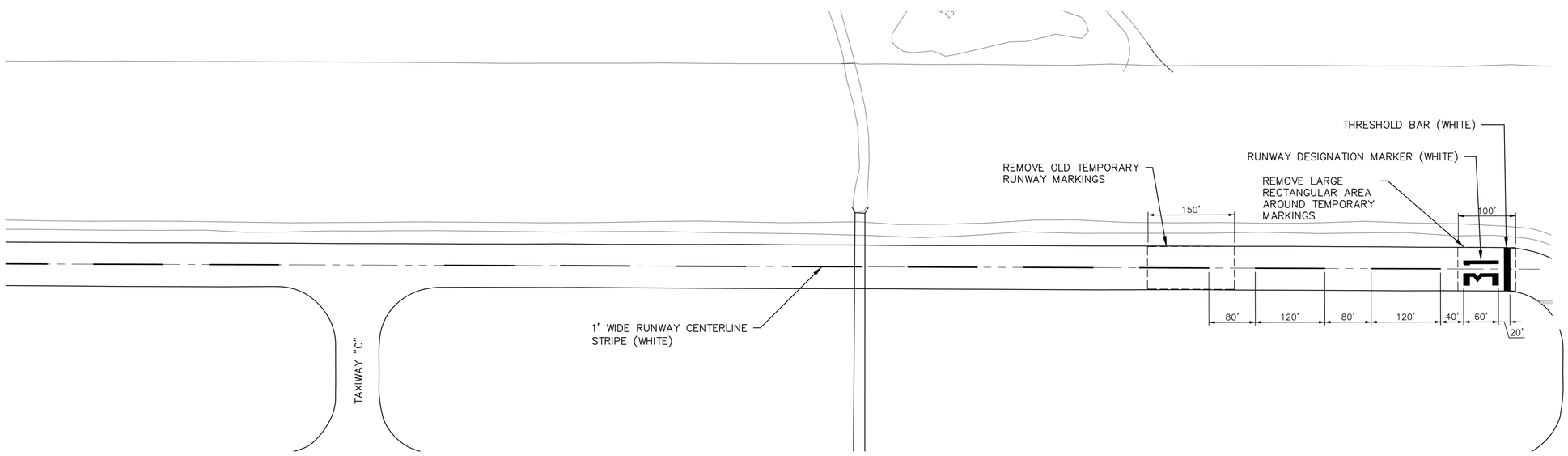
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Checked:	S.A.D.
A R E Job Number:	15–0201
Sheet No.:	16b
Drawing File:	

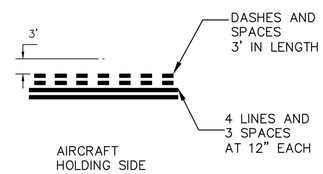


RUNWAY HOLDING POSITION MARKINGS
SCALE 1"=100'



NOTE TO REVIEWER: THE TEMPORARY RUNWAY WILL BE USED FOR NO MORE THAN 70 DAYS.





RUNWAY HOLDING
POSITION MARKINGS (YELLOW)
SCALE: N.T.S

NOTES:

1. ALL RUNWAY MARKINGS SHALL BE WHITE.
2. ALL TAXIWAY MARKINGS SHALL BE YELLOW.
3. LIGHTED RUNWAY CLOSURE CROSS TO BE PLACED OVER RUNWAY DESIGNATION NUMBER AND TILTED IN DIRECTION OF INCOMING AIR TRAFFIC IN ACCORDANCE WITH FAA ADIVSORY CIRCULAR AC 150/5370-2E. CONTRACTOR TO ANCHOR CROSS AS NEEDED.
4. GLASS BEADS SHALL BE ADDED TO ALL MARKINGS.
5. DISCONNECT TAXIWAY LIGHTS.

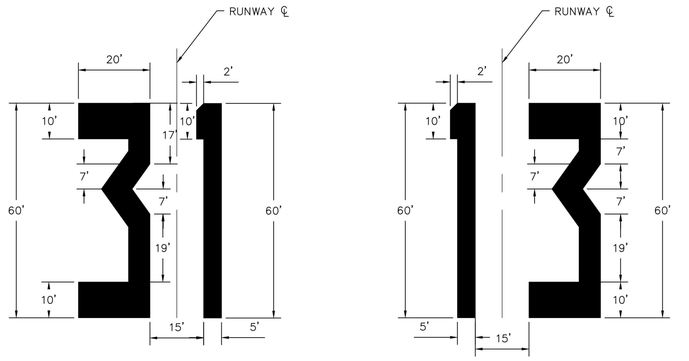
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TEMPORARY TAXIWAY MARKING PLAN

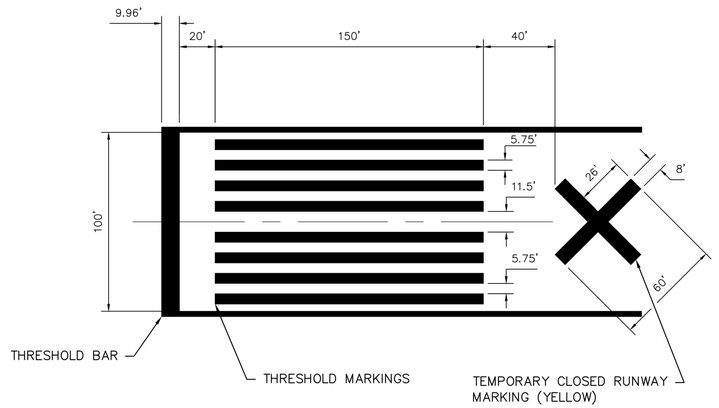
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HATTIESBURG, MS

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A R E Job Number:	15-0201
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Drawing File:	



RUNWAY DESIGNATION MARKINGS (WHITE)
SCALE: N.T.S.



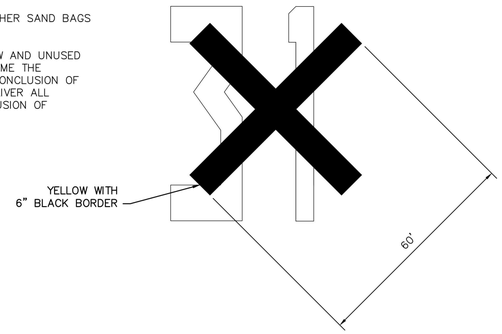
RUNWAY THRESHOLD MARKINGS (WHITE)
SCALE: N.T.S.

NOTES:

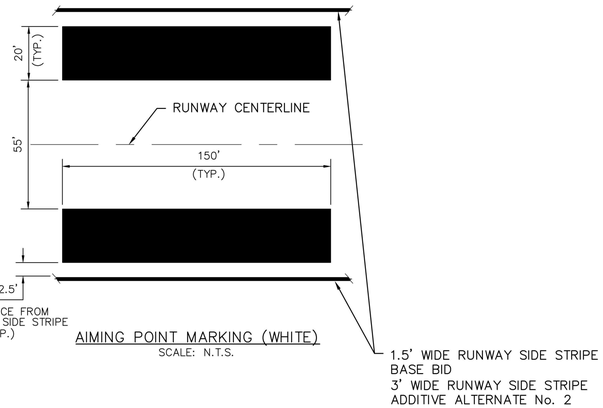
1. ALL RUNWAY MARKINGS SHALL BE WHITE.
2. ALL TAXIWAY MARKINGS SHALL BE YELLOW.
3. RUNWAY CLOSURE CROSS TO BE CONSTRUCTED OF PLYWOOD OR FILTER CLOTH SHEETS, TO THE DIMENSIONS SHOWN.
4. RUNWAY CLOSURE CROSS TO BE PLACED OVER RUNWAY DESIGNATION NUMBER. CONTRACTOR TO ANCHOR CROSS AS NEEDED.
5. ALL MARKINGS PAINTED ON CONCRETE SHALL BE ENHANCED WITH 6" BLACK PAINTED BORDER ON ALL SIDES. ENHANCEMENT BETWEEN DASHES SHALL BE CONTINUOUS.
6. GLASS BEADS SHALL BE ADDED TO ALL MARKINGS.

NOTES:

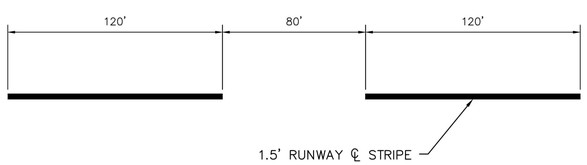
1. MARKERS SHALL BE PLACED ON RUNWAY DESIGNATION NUMBER OR OFF THE RUNWAY ALONG THE EXTENDED RUNWAY CENTERLINE DURING RUNWAY CLOSURE.
2. CONTRACTOR SHALL MAINTAIN MARKERS AT ALL TIMES UNTIL CONCLUSION OF CONSTRUCTION.
3. MARKINGS ARE ANCHORED USING EITHER SAND BAGS OR STEEL ANCHORS.
4. MARKERS SHALL BE PURCHASED NEW AND UNUSED FOR THIS PROJECT AND SHALL BECOME THE PROPERTY OF THE OWNER AT THE CONCLUSION OF CONSTRUCTION. CONTRACTOR TO DELIVER ALL MARKERS TO OWNER AT THE CONCLUSION OF CONSTRUCTION.



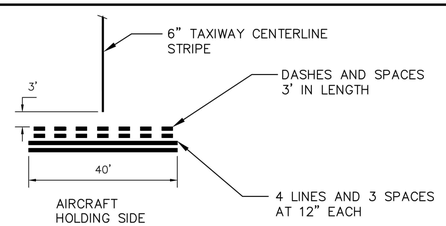
TEMPORARY RUNWAY CLOSURE MARKER
SCALE: N.T.S.



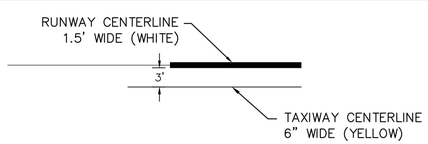
AIMING POINT MARKING (WHITE)
SCALE: N.T.S.



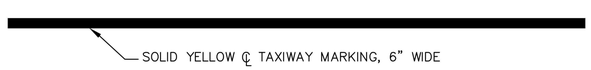
RUNWAY CENTERLINE STRIPE (WHITE)
SCALE: N.T.S.



RUNWAY HOLDING POSITION MARKINGS (YELLOW)
SCALE: N.T.S



TAXIWAY CENTERLINE MARKINGS ON RUNWAY
SCALE: N.T.S.



TAXIWAY CENTERLINE STRIPE (YELLOW)
SCALE: N.T.S.

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(F) 318-670-7275

PAVEMENT MARKING DETAILS

RUNWAY 13-31 REHABILITATION / RESTORATION
HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
HATTIESBURG, MS

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Shreveport, Louisiana

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Scale:	AS SHOWN
Drawn:	K.D.B.
Checked:	S.A.D.
A R E Job Number:	15-0201
Sheet No.:	18
Drawing File:	

STANDARD FOR SILT FENCE

DEFINITION

TEMPORARY BARRIER FENCE MADE OF BURLAP OR POLYPROPYLENE MATERIAL WHICH IS WATER PERMEABLE BUT WILL TRAP WATER–BORNE SEDIMENT.

PURPOSE

TO INTERCEPT AND DETAIN WATER–BORNE SEDIMENT FROM UNPROTECTED AREA OF LIMITED EXTENT.

CONDITIONS WHERE PRACTICE APPLIES

SILT FENCE IS USED DURING THE PERIOD OF CONSTRUCTION NEAR THE PERIMETER OF A DISTURBED AREA TO INTERCEPT SEDIMENT WHILE ALLOWING WATER TO PER–COLATE THROUGH. THIS FENCE SHALL REMAIN IN PLACE UNTIL THE DISTURBED AREA IS PERMANENTLY STABILIZED. SILT FENCE SHOULD NOT BE USED WHERE THERE IS A CONCENTRATION OF WATER IN A CHANNEL OR OTHER DRAINAGE WAY.

DESIGN CRITERIA

SILT FENCE SHALL NOT BE CONSTRUCTED OUTSIDE THE PROPERTY LINES WITHOUT OBTAINING EASEMENTS FROM THE AFFECTED PROPERTY OWNERS. A DESIGN IS NOT REQUIRED FOR THE INSTALLATION OF SILT FENCE, HOWEVER THE FOLLOWING CRITERIA SHALL BE OBSERVED:

DRAINAGE AREA –	LESS THAN 2 ACRES
HEIGHT –	36 INCH MINIMUM HEIGHT MEASURED FROM THE EXISTING OR GRADED GROUND.
MATERIAL –	BURLAP WEIGHING APPROXIMATELY 7–1/2 OUNCES PER SQUARE YARD OR APPROVED JUTE FABRIC OR GEOTEXTILE FABRIC.
SUPPORT –	STEEL OR WOOD FENCE POSTS SPACED A MAXIMUM OF 8 FEET APART. POST SHALL HAVE A MINIMUM LENGTH OF 5 FEET AND BE SET AT LEAST 18 INCHES DEEP. WOVEN LIVESTOCK WIRE TO SUPPORT THE MATERIAL SHALL BE AT LEAST 36 INCH HIGH WITH A MAXIMUM MESH OPENING OF 6 INCHES AND FABRICATED FROM 14 GAGE WIRE OR LARGER.

OUTLET

SILT FENCE SHALL BE PLACED AND CONSTRUCTED IN SUCH A MANNER THAT RUNOFF FROM A DISTURBED OR EXPOSED UPLAND AREA SHALL BE INTERCEPTED, SEDIMENT TRAPPED AND THE SURFACE RUNOFF ALLOWED TO PERCOLATES THROUGH THE STRUCTURE.

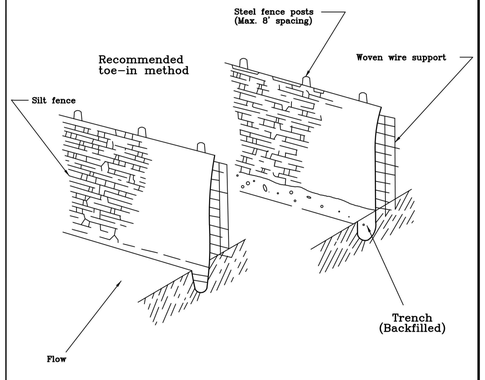
SILT FENCE SHALL BE PLACED IN SUCH A MANNER THAT SURFACE RUNOFF WHICH PERCOLATES THROUGH WILL FLOW ONTO AN UNDISTURBED STABILIZED AREA OR STABILIZED OUTLET. IF PLACED IN SERIES, THE FURTHEREST DOWNSTREAM FENCE WILL FLOW ONTO AN UNDISTURBED STABILIZED AREA OR STABILIZED OUTLET.

GENERAL NOTES

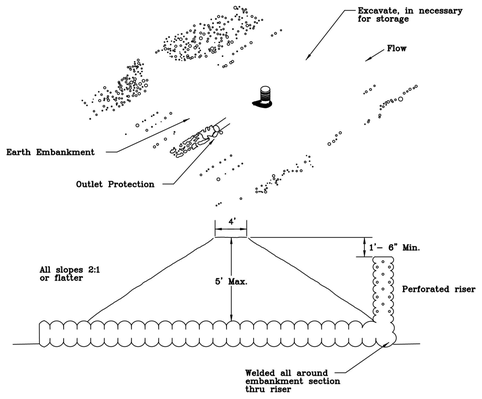
1. STEEL POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE.
2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW.
3. THE TRENCH SHOULD BE A MINIMUM OF 6 INCHES DEEP AND 3–4 FEET WIDE TO ALLOW FOR THE SILT FENCE TO BE LAID IN THE GROUND AND BACKFILLED.
4. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IS IN TURN ATTACHED TO THE STEEL FENCE POSTS.
5. INSPECTION SHALL BE FREQUENT AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
6. SILT FENCE SHALL BE REMOVED WHEN IT HAS SERVED ITS USEFULNESS, SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE. *
7. SEDIMENT TRAPPED BY THIS PRACTICE SHALL BE DISPOSED OF IN AN APPROVED SITE IN A MANNER THAT WILL NOT CONTRIBUTE TO ADDITIONAL SILTATION.
8. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES AND DISPOSED OF IN AN APPROVED SPOIL SITE OR AS IN NO. 7 ABOVE.

* TO BE REMOVED BY CONTRACTOR WHEN PERMANENT EROSION MEASUREDS ARE DEEMED TO BE EFFECTIVE.

SILT FENCE



PIPE OUTLET SEDIMENT TRAP



STANDARDS FOR SEDIMENT TRAP

DEFINITIONS

A SMALL TEMPORARY PONDING AREA FORMED BY CONSTRUCTING AN EARTHEN EMBANKMENT TO INTERCEPT SEDIMENT–LADEN RUNOFF AND TO TRAP AND RETAIN SEDIMENT.

PURPOSE

TO DETAIN SEDIMENT–LADEN RUNOFF FROM SMALL DISTURBED AREAS LONG ENOUGH TO ALLOW THE MAJORITY OF THE SEDIMENT TO SETTLE OUT.

CONDITIONS WHERE PRACTICE APPLIES

INSTALLED AT POINTS OF DISCHARGE FROM DISTURBED AREA FOR A MAXIMUM PERIOD OF 10 MONTHS.

DESIGN CRITERIA

IF ANY OF THE DESIGN CRITERIA PRESENTED HERE CANNOT BE MET, SEE STANDARDS FOR SEDIMENT BASIN.

DRAINAGE AREA –	SHALL BE LESS THAN 5 ACRES.
LAYOUT –	SHALL BE LOCATED TO MAXIMIZE STORAGE BENEFIT FROM TERRAIN, FOR EASE OF CLEANOUT, AND TO MINIMIZE INTERFERENCE WITH CONSTRUCTION ACTIVITIES.
SIZE –	THE VOLUME OF THE TRAP MEASURED BELOW THE CREST OF THE OUTLET SHALL BE AT LEAST 1000 CUBIC FEET PER ACRE OF DRAINAGE AREA. DRAINAGE AREA.
CLEANOUT –	SEDIMENT SHALL BE REMOVED AND THE TRAP RESTORED TO ITS ORIGINAL CAPACITY WHEN THE SEDIMENT HAS ACCUMULATED TO ONE HALF OF THE DESIGN VOLUME OR 1 FOOT, WHICHEVER IS LESS.
EMBANKMENT –	THE EMBANKMENT SHALL HAVE A 3 FOOT TOP WIDTH, SIDE SLOPES OF 2:1 OR FLATTER, AND SHALL NOT EXCEED 5 FEET IN HEIGHT AS MEASURED AT THE LOW POINT OF THE ORIGINAL GROUND LINE. FILL MATERIAL SHALL BE FREE OF WOODY VEGETATION, LARGE STONES, AND OTHER OBJECTIONABLE MATERIAL. THE EMBANKMENT SHALL BE COMPACTED IN EIGHT–INCH LAYERS BY TRAVERSING WITH CONSTRUCTION EQUIPMENT.
EXCAVATION –	ANY EXCAVATED PORTION OF SEDIMENT TRAP SHALL HAVE 2:1 OR FLATTER SLOPES. CARE SHALL BE TAKEN TO MINIMIZE EROSION AND WATER POLLUTION DURING EXCAVATION OPERATIONS.

OUTLET

1. THE OUTLET SHALL BE A CORRUGATED METAL PIPE WITH A PERFORATED CORRUGATED METAL RISER. THE RISER DIAMETER SHALL BE ONE SIZE LARGER THAN THE PIPE. THE RISER SHALL BE WRAPPED WITH THREE LAYERS OF 125 MILS THICK NON–WOVEN U–V RESISTANT FILTER CLOTH. THE PORTION OF THE RISER ABOVE THE PIPE CONNECTIONS SHALL BE PERFORATED WITH ONE 1/2–INCH DIAMETER HOLE PER 40 SQUARE INCHES OF SURFACE AREA. THE RISER CREST SHALL BE 1–1/2 FEET BELOW THE TOP OF THE EMBANKMENT.
2. UNLESS OTHERWISE SPECIFIED, PIPE SIZES SHALL BE SELECTED FROM THE FOLLOWING TABLE:

PIPE DIAMETER D. (INCHES)	MAXIMUM DRAINAGE AREA (ACRES)
12	0.75
15	1.25
18	2.0
21	3.0
24	5.0

GENERAL NOTES

1. AREA UNDER EMBANKMENT SHALL BE CLEARED, GRUBBED AND STRIPPED OF ANY VEGETATION AND ROOT MAT. THE POOL AREA SHALL BE CLEARED.
2. THE FILL MATERIAL FOR EMBANKMENT SHALL BE FREE OF ROOTS OF OTHER WOODY VEGETATION, AS WELL AS STONES, ROCKS, ORGANIC MATERIAL, OR OTHER OBJECTIONABLE MATERIAL. THE EMBANKMENT SHALL BE COMPACTED BY TRAVERSING WITH EQUIPMENT WHILE IT IS BEING CONSTRUCTED.
3. SEDIMENT SHALL BE REMOVED AND TRAP RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO ONE–HALF THE DESIGN DEPTH OF THE TRAP OR 1 FOOT, WHICHEVER IS LESS. REMOVED SEDIMENT SHALL BE DEPOSITED IN AN APPROVED AREA AND IN SUCH A MANNER THAT IT WILL NOT ERODE.
4. THE STRUCTURE SHALL BE INSPECTED AFTER EACH RAIN AND REPAIRS MADE AS NEEDED BY THE CONTRACTOR.
5. CONSTRUCTION OPERATIONS SHALL BE CARRIED OUT IN SUCH A MANNER THAT EROSION AND WATER POLLUTION IS MINIMIZED.
6. THE STRUCTURE SHALL BE REMOVED AND AREA STABILIZED WHEN THE DRAINAGE AREA HAS BEEN PROPERLY STABILIZED.
7. ALL CUT AND FILL SLOPES SHALL BE 2:1 OR FLATTER.
8. ALL PIPE CONNECTIONS SHALL BE WATERTIGHT.

STANDARDS FOR DIKES

DEFINITION

A DIKE IS A TEMPORARY RIDGE OF COMPACTED SOIL. A DIVERSION DIKE IS PLACED IMMEDIATELY ABOVE CUT OR FILL SLOPES. AN INTERCEPTOR IS LOCATED ACROSS RIGHT–OF–WAY OR DISTURBED AREAS. A PERIMETER DIKE IS PLACED ALONG THE PERIMETER OF THE DISTURBED AREA OR SITE.

PURPOSE

A DIVERSION DIKE INTERCEPTS STORM RUNOFF FROM SMALL UPLAND AREAS AND DIRECTS IT FROM THE EXPOSED SLOPES TO AN ACCEPTABLE OUTLET. AN INTERCEPTOR DIKE SHORTENS THE LENGTH OF EXPOSED SLOPES BY INTERCEPTING STORM RUNOFF AND DIVERTING IT TO AN ACCEPTABLE OUTLET. A PERIMETER DIKE PREVENTS OFFSITE STORM RUNOFF FROM ENTERING THE DISTURBED AREA OR PREVENTS SEDIMENT–LADEN WATER FROM LEAVING THE DISTURBED AREA.

CONDITIONS WHERE PRACTICE APPLIES

DIKES ARE CONSTRUCTED ADJACENT TO OR ACROSS DISTURBED AREAS TO PREVENT EXCESSIVE EROSION OR TO TRANSPORT SEDIMENT–LADEN WATER TO A SEDIMENT TRAPPING DEVICE. THE DIKES SHALL REMAIN IN PLACE UNTIL AREAS ARE PERMANENTLY STABILIZED.

DESIGN CRITERIA

DIKES SHALL NOT BE CONSTRUCTED OR DISCHARGED OUTSIDE THE PROPERTY LINES WITHOUT OBTAINING EASEMENTS FROM THE AFFECTED PROPERTY OWNERS. A DETAILED DESIGN IS NOT REQUIRED FOR DIKES; HOWEVER, THE FOLLOWING CRITERIA SHALL BE USED IN SELECTING SITES FOR PLACEMENT:

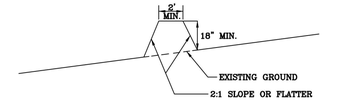
DRAINAGE AREA:	LESS THAN 5 ACRES (FOR LARGE AREAS, SEE STANDARDS FOR DIVERSION).
TOP WIDTH:	2 FEET MINIMUM.
HEIGHT:	COMPACTED FILL SHALL BE 18 INCHES MINIMUM HEIGHT MEASURED FROM GROUND AT UPSLOPE TOE TO TOP OF THE DIKE.
SIDE SLOPES:	2:1 OR FLATTER (FLAT ENOUGH TO ALLOW CONSTRUCTION TRAFFIC TO CROSS IF DESIRED).
GRADE:	DEPENDENT UPON TOPOGRAPHY, BUT MUST HAVE POSITIVE DRAINAGE. INTERCEPTOR DIKE SHOULD BE BETWEEN 0.4 PERCENT AND 1.0 PERCENT.
STABILIZATION:	WHERE SLOPE OF CHANNEL (FLOW AREA) IS: 1%–5% STABILIZATION MAY BE REQUIRED DEPENDING ON THE SITE CONDITIONS. OVER 5% SEE STANDARDS FOR DIVERSION.
SPACING:	INTERCEPTOR DIKES SHALL BE PLACED SUCH THAT THE MAXIMUM VERTICAL DISTANCE BETWEEN DIKES IS 10 FEET.

OUTLET

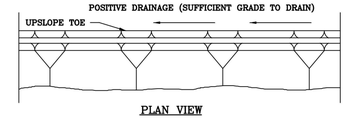
1. RUNOFF FROM A PROTECTED OR STABILIZED AREA SHALL OUTLET DIRECTLY ONTO AN UNDISTURBED STABILIZED AREA OR INTO A LEVEL SPREADER (SEE STANDARDS FOR LEVEL SPREADER) OR GRADE STABILIZATION STRUCTURE (SEE STANDARD FOR GRADE STABILIZATION STRUCTURE).
2. RUNOFF FROM A DISTURBED OR EXPOSED AREA SHALL BE CONVEYED TO A SEDIMENT TRAPPING DEVICE SUCH AS A SEDIMENT TRAP (SEE STANDARDS FOR SEDIMENT TRAP) OR A SEDIMENT BASIN (SEE STANDARDS FOR SEDIMENT BASIN) OR TO AN AREA PROTECTED BY ANY OF THESE PRACTICES.
3. STRUCTURE THAT WILL CONTROL THE RUNOFF FROM DIKES SHALL BE INSTALLED AND STABILIZED BEFORE DIKES ARE INSTALLED.

GENERAL NOTES

1. ALL DIKES SHALL BE MACHINE COMPACTED.
2. FIELD LOCATION MAY BE ADJUSTED AS NEEDED TO UTILIZE A STABILIZED SAFE OUTLET.
3. PERIODIC INSPECTION AND REQUIRED MAINTENANCE SHALL BE PROVIDED BY THE CONTRACTOR.

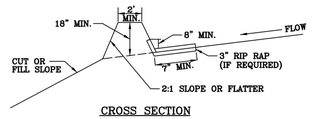


CROSS SECTION

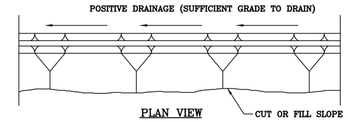


PLAN VIEW

PERIMETER DIKE
(NOT TO SCALE)

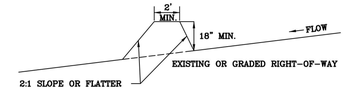


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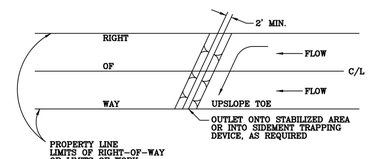


PLAN VIEW

DIVERSION DIKE
(NOT TO SCALE)



CROSS SECTION



PLAN VIEW

INTERCEPTOR DIKE
(NOT TO SCALE)

STANDARD FOR LAND GRADING

DEFINITIONS

RESHAPING OF THE EXISTING TOPOGRAPHY IN ACCORDANCE WITH A PLAN AS DETERMINED BY ENGINEERING SURVEYS, DESIGN AND LAYOUT.

PURPOSE

LAND GRADING IS USED FOR ONE OR MORE OF THE FOLLOWING PURPOSES: PROVIDE MORE SUITABLE SITES FOR BUILDING, FACILITIES, AND OTHER LAND USES; IMPROVE SURFACE DRAINAGE AND CONTROL EROSION.

DESIGN CRITERIA

THE LAND GRADING PLAN AND INSTALLATION SHALL BE BASED UPON ADEQUATE SURVEYS AND INVESTIGATIONS. THE PROPOSED LAND USE AND GRADING PLAN SHOULD FIT AND UTILIZE EXISTING TOPOGRAPHY AND NATURAL SURROUNDINGS AND MAKE EXTREME GRADE MODIFICATIONS UNNECESSARY. THE PLAN IS TO SHOW THE LOCATION, SLOPE, CUT, FILL AND FINISH ELEVATION OF THE SURFACES TO BE GRADED AND THE AUXILIARY PRACTICES FOR SAFE DISPOSAL OF RUNOFF WATER, SLOPE STABILIZATION, EROSION CONTROL, AND DRAINAGE SUCH AS WATERWAYS, LINED CHANNELS, DIVERSIONS, GRADE STABILIZATION STRUCTURES, RETAINING WALLS AND SURFACE AND SUBSURFACE DRAINS.

THE GRADING PLAN SHALL BE IN ACCORDANCE WITH THE FOLLOWING DESIGN CRITERIA:

1. THE CUT FACE OF EARTH EXCAVATION WHICH IS TO BE VEGETATED SHALL NOT BE STEEPER THAT 3 HORIZONTAL TO 1 VERTICAL. CUT SLOPES OF MATERIALS NOT TO BE VEGETATED SHALL BE AT THE SAFE ANGLE OF REPOSE FOR THE MATERIALS ENCOUNTERED. UNVEGETATED CUT SLOPES SHALL BE PROTECTED BY MECHANICAL TREATMENT TO PROTECT THEM FROM EROSION.
2. THE PERMANENT EXPOSED FACES OF FILLS SHALL BE NO STEEPER THAN 3 HORIZONTAL TO 1 VERTICAL.
3. PROVISIONS ARE TO BE MADE TO SAFELY CONDUCT SURFACE WATER TO STORM DRAINS OR SUITABLE NATURAL WATER COURSES AND TO PREVENT SURFACE RUNOFF FROM DAMAGING CUT FACES AND FILL SLOPES.
4. SUBSURFACE DRAINAGE IS TO BE PROVIDED IN AREAS HAVING HIGH WATER TABLE OR SEEPAGE CONDITIONS THAT WOULD AFFECT SLOPE STABILITY, BUILDING FOUNDATIONS, OR CREATE UNDESIRABLE WETNESS.
5. EXCAVATIONS SHALL NOT BE MADE SO CLOSE TO PROPERTY LINES AS TO ENDANGER ADJOINING PROPERTY WITHOUT SUPPORTING AND PROTECTING SUCH PROPERTY FROM EROSION, SLIDING, SETTLING OR CRACKING.
6. NO FILL IS TO BE PLACED WHERE IT WILL SLIDE OR WASH UPON THE PREMISES OF ANOTHER OR SO PLACED ADJACENT TO THE BANK OF A CHANNEL AS TO CREATE BANK FAILURE OR REDUCE THE NATURAL CAPACITY OF THE STREAM.
7. FILLS ARE TO CONSIST OF MATERIAL FROM CUT AREAS, BORROW PITS, OR OTHER APPROVED SOURCES.

GENERAL NOTES

1. TIMBER, LOGS BRUSH, RUBBISH, AND VEGETATIVE MATTER THAT WILL INTERFERE WITH THE GRADING OPERATION OR AFFECT THE PLANNED STABILITY OF FILL AREAS SHALL BE REMOVED AND DISPOSED OF ACCORDING TO THE PLANS. AVOID UNNECESSARY REMOVAL OF TREES AND VEGETATION THAT COULD BE LEFT ENHANCE THE ATTRACTIVENESS OF THE DEVELOPMENT.
2. TOP SOIL IS TO BE STRIPPED AND STOCKPILED IN AMOUNTS NECESSARY TO COMPLETE FINISH GRADING OF ALL EXPOSED AREAS REQUIRING TOPSOIL FOR THE ESTABLISHMENT OF VEGETATION.
3. FILL MATERIAL IS TO BE FREE OF BRUSH, RUBBISH, ROCKS, LOGS AND STUMPS, IN AMOUNTS THAT WILL BE DETRIMENTAL TO CONSTRUCTING STABLE FILLS.
4. CUT SLOPES WHICH ARE TO BE TOPSOILED WILL BE SCARIFIED TO A MINIMUM DEPTH OF 3 INCHES PRIOR TO PLACEMENT OF TOPSOIL.
5. ALL FILLS INTENDED TO SUPPORT BUILDINGS, STRUCTURES, SEWERS AND CONDUITS SHOULD BE TESTED FOR STRENGTH AND THE FOUNDATIONS DESIGNED ACCORDINGLY. COMPACTION OF OTHER FILLS WILL BE AS REQUIRED TO REDUCE SLIPPING, EROSION, OR EXCESS SATURATION.
6. MAXIMUM THICKNESS OF LAYERS OF FILLS ARE NOT TO EXCEED 8 INCHES.
7. ALL AREAS ARE TO BE ROUGH GRADED TO WITHIN 0.2 FOOT OF THE PLANNED ELEVATION AFTER ALLOWANCE HAS BEEN MADE FOR THICKNESS OF TOPSOIL, PAVING OR OTHER INSTALLATIONS.
8. ALL DISTURBED AREAS SHALL BE LEFT IN A WELL DRAINED, NEAT AND FINISHED APPEARANCE.

NOTE:

EROSION CONTROL IS ONLY NECESSARY ALONG ACCESS ROADS, AND ANY TURFED AREAS DISTURBED DURING CONSTRUCTION.

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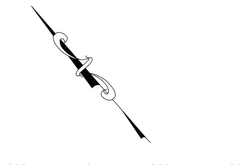
EROSION CONTROL DETAILS

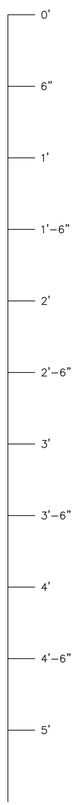
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HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
HATTIESBURG, MS

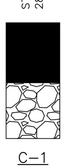
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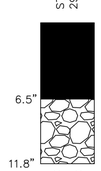
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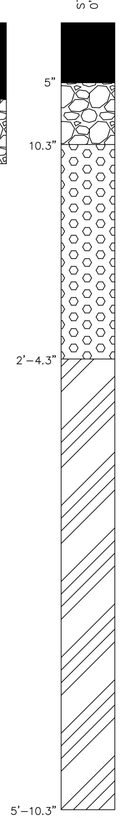
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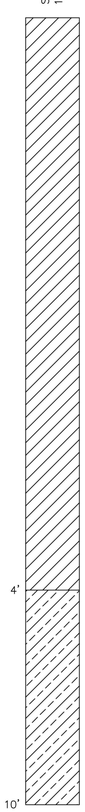




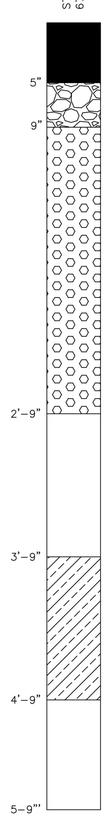


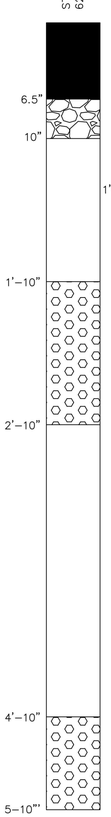




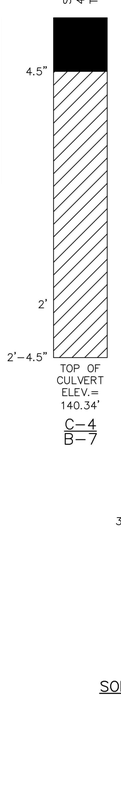


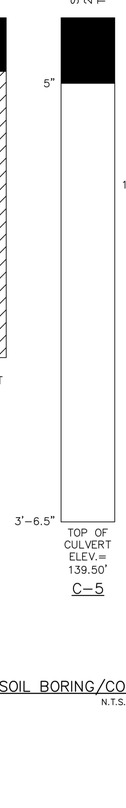










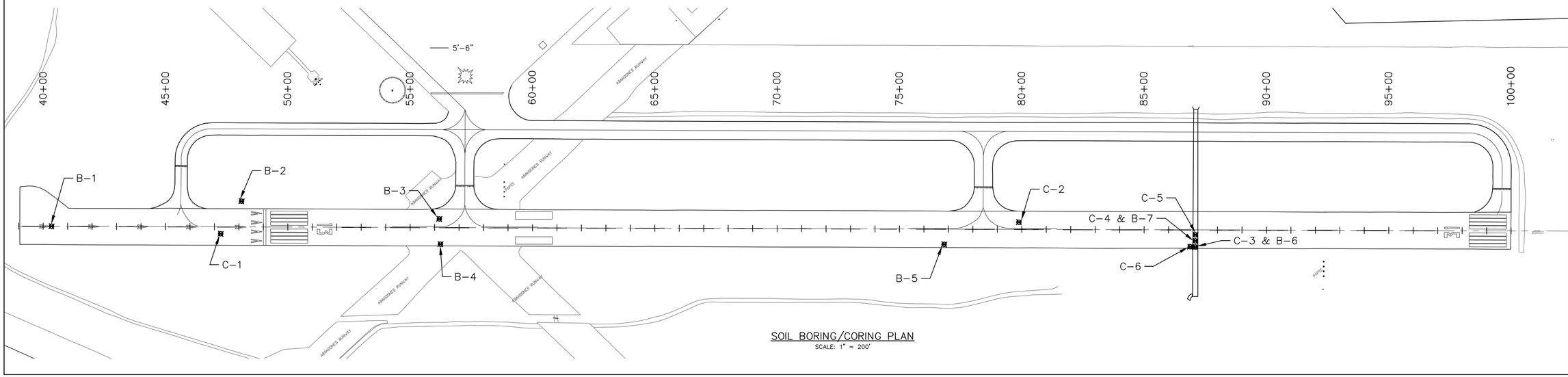




SOIL BORING/CORING DETAILS
N.T.S.

SOIL LEGEND

- ASPHALT PAVEMENT
- CRUSHED STONE BASE
- LOOSE SAND (SP-SM), SLIGHTLY SILTY WITH DARK CLAYEY SAND BELOW 1.5'
- LOOSE TAN SILTY FINE SAND (SM) WITH PEA GRAVEL. DARK GRAY BELOW 1.5'
- LOOSE TAN & RED FINE SAND (SP-SM) SLIGHTLY SILTY WITH A TRACE OF PEA GRAVEL.
- STIFF TAN AND LIGHT GRAY VERY SILTY CLAY. (CH) SLIGHTLY SANDY BELOW 3.5'
- MEDIUM DENSE TAN SAND (SP) WITH GRAVEL
- MEDIUM DENSE GRAY AND LIGHT GRAY SILTY SAND (SM) WITH GRAVEL
- MEDIUM STIFF LIGHT GRAY AND TAN SILTY CLAY (CL)
- MEDIUM DENSE TAN AND LIGHT GRAY CLAYEY SAND (SC) WITH GRAVEL



SOIL BORING/CORING PLAN
SCALE: 1" = 200'

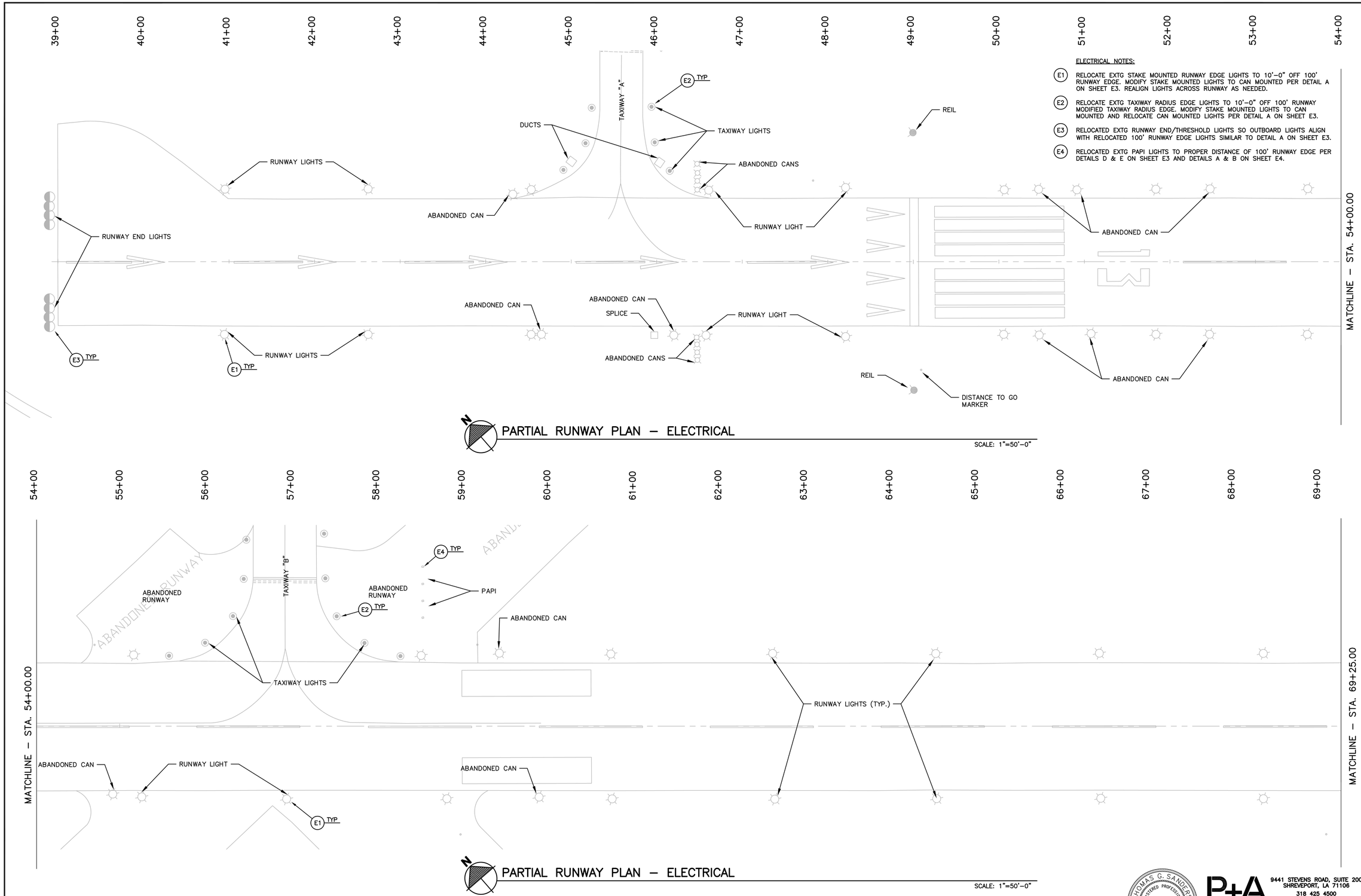
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BORING LOCATION MAP

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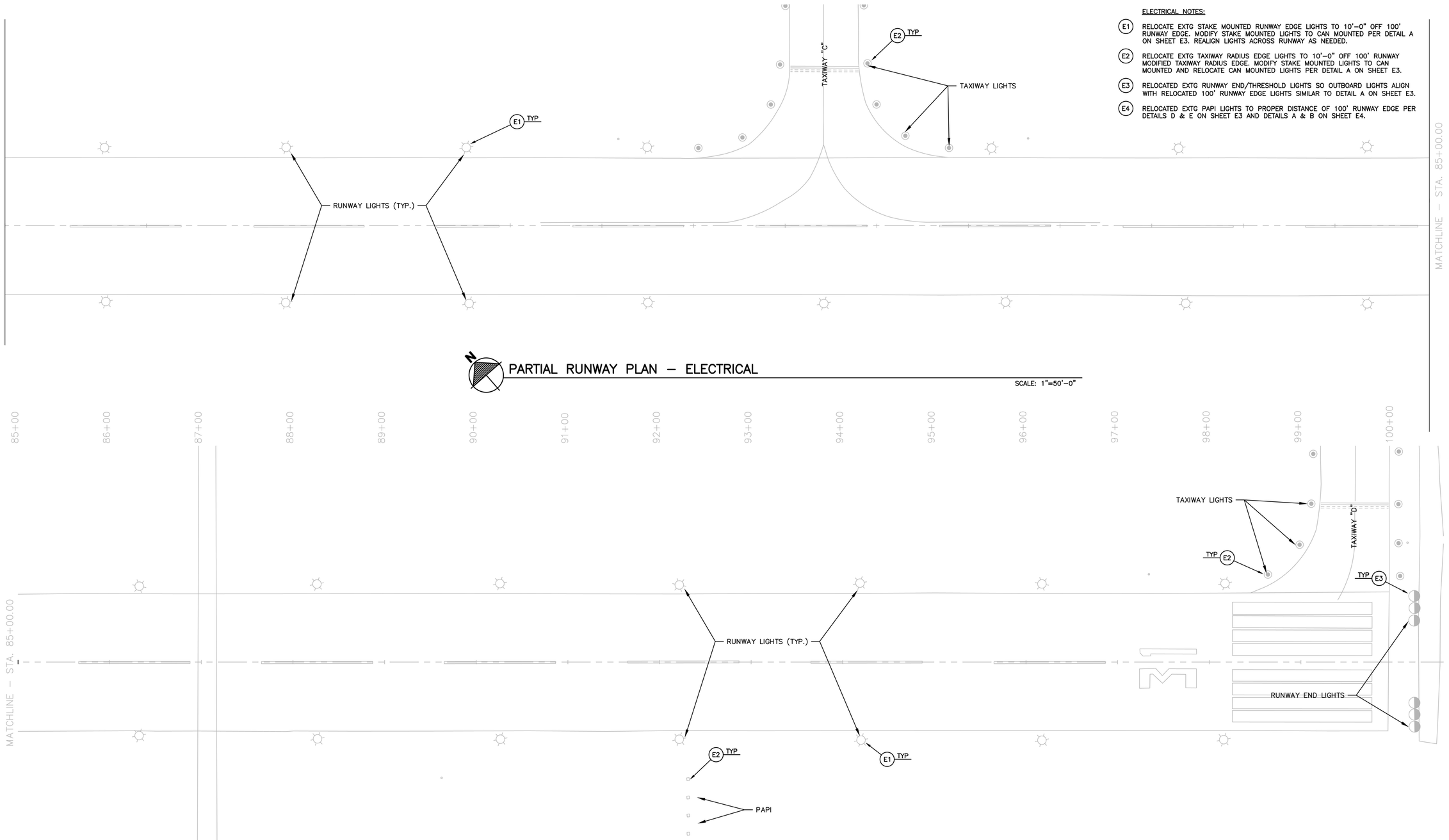
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ELECTRICAL NOTES:

(E1) RELOCATE EXTG STAKE MOUNTED RUNWAY EDGE LIGHTS TO 10'–0" OFF 100' RUNWAY EDGE. MODIFY STAKE MOUNTED LIGHTS TO CAN MOUNTED PER DETAIL A ON SHEET E3. REALIGN LIGHTS ACROSS RUNWAY AS NEEDED.

(E2) RELOCATE EXTG TAXIWAY RADIUS EDGE LIGHTS TO 10'–0" OFF 100' RUNWAY MODIFIED TAXIWAY RADIUS EDGE. MODIFY STAKE MOUNTED LIGHTS TO CAN MOUNTED AND RELOCATE CAN MOUNTED LIGHTS PER DETAIL A ON SHEET E3.

(E3) RELOCATED EXTG RUNWAY END/THRESHOLD LIGHTS SO OUTBOARD LIGHTS ALIGN WITH RELOCATED 100' RUNWAY EDGE LIGHTS SIMILAR TO DETAIL A ON SHEET E3.

(E4) RELOCATED EXTG PAPI LIGHTS TO PROPER DISTANCE OF 100' RUNWAY EDGE PER DETAILS D & E ON SHEET E3 AND DETAILS A & B ON SHEET E4.

PARTIAL RUNWAY PLAN – ELECTRICAL

SCALE: 1"=50'–0"

PARTIAL RUNWAY PLAN – ELECTRICAL

SCALE: 1"=50'–0"

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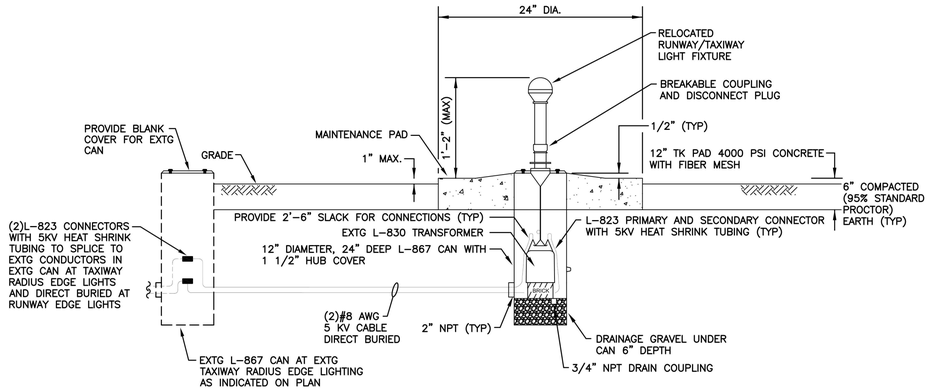
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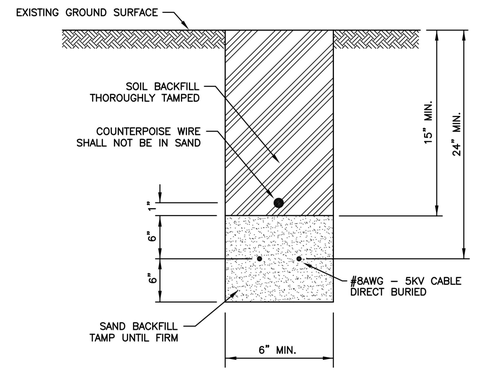
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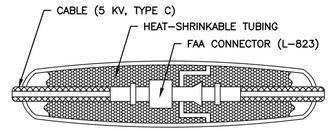
(A) DETAIL – RELOCATED ELEVATED RUNWAY LIGHT

NO SCALE



(B) DETAIL – CABLE INSTALLATION (TYP)

NO SCALE

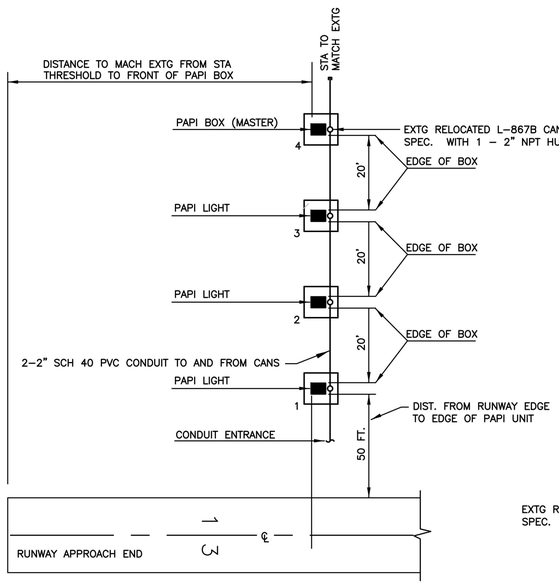


NOTE:

1. CONTRACTOR SHALL INSTALL HEAT SHRINKABLE TUBING IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
2. CONTRACTOR SHALL USE ELECTRIC HEAT GUNS DESIGNED FOR HEAT SHRINK TUBING. NO OPEN FLAMES – PROPANE OR BUTANE TORCH FLAMES SHALL NOT BE USED.

(C) CONNECTOR DETAIL

NO SCALE

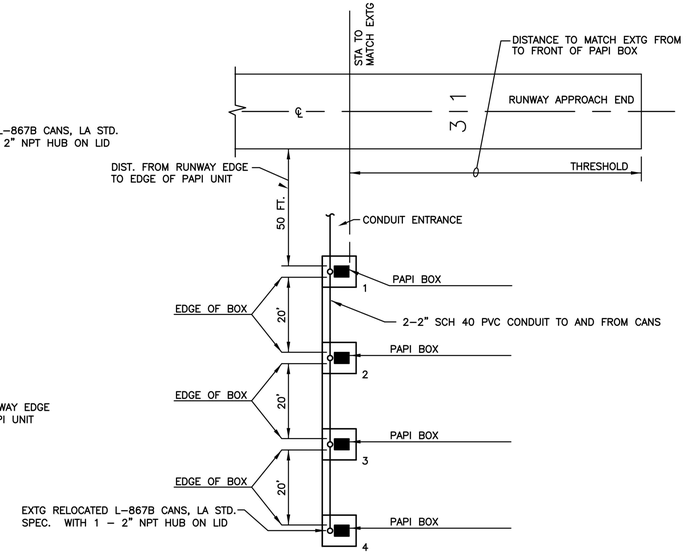


(D) PAPI–4 SYSTEM AT R/W 13

NO SCALE

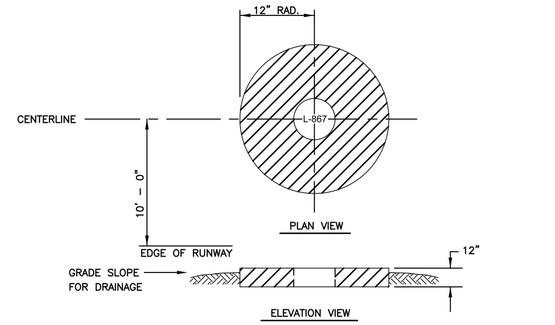
NOTE:

1) PAPI ELEV SHALL MATCH EXTG.
2) PAPI LHA SHALL REMAIN IN EXTG LOCATION.
3) PAPI AIMING ANGLES SHALL MATCH EXTG.
4) EXTEND EXTG CABLES TO NEW PAPI LOCATIONS.



(E) PAPI–4 SYSTEM AT R/W 31

NO SCALE



(F) DETAIL – RUNWAY LIGHT MAINTENANCE PAD

NO SCALE

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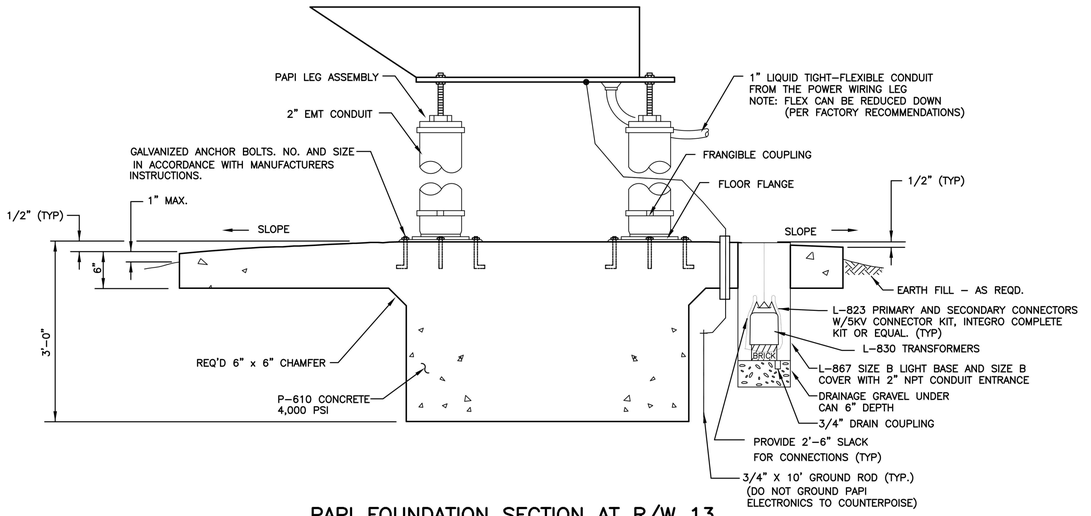
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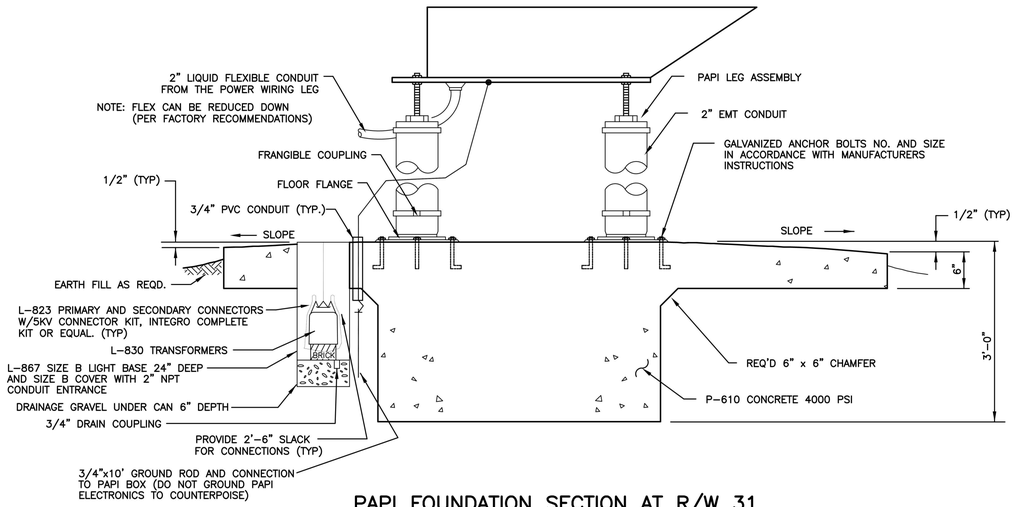
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Thomas G Sanders 3/20/2015

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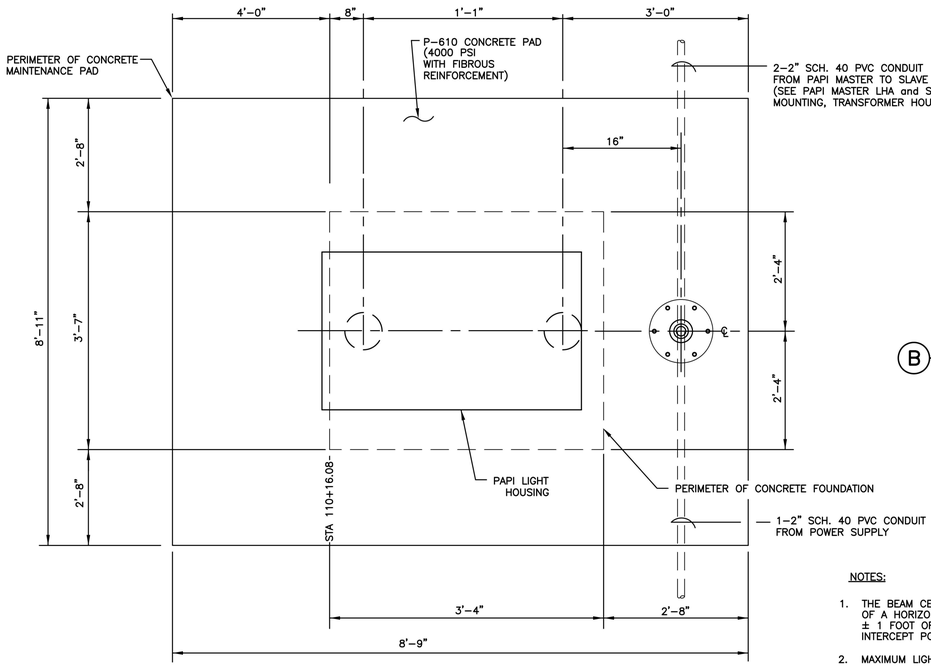
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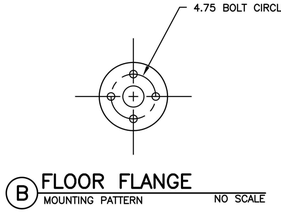
PAPI FOUNDATION SECTION AT R/W 13
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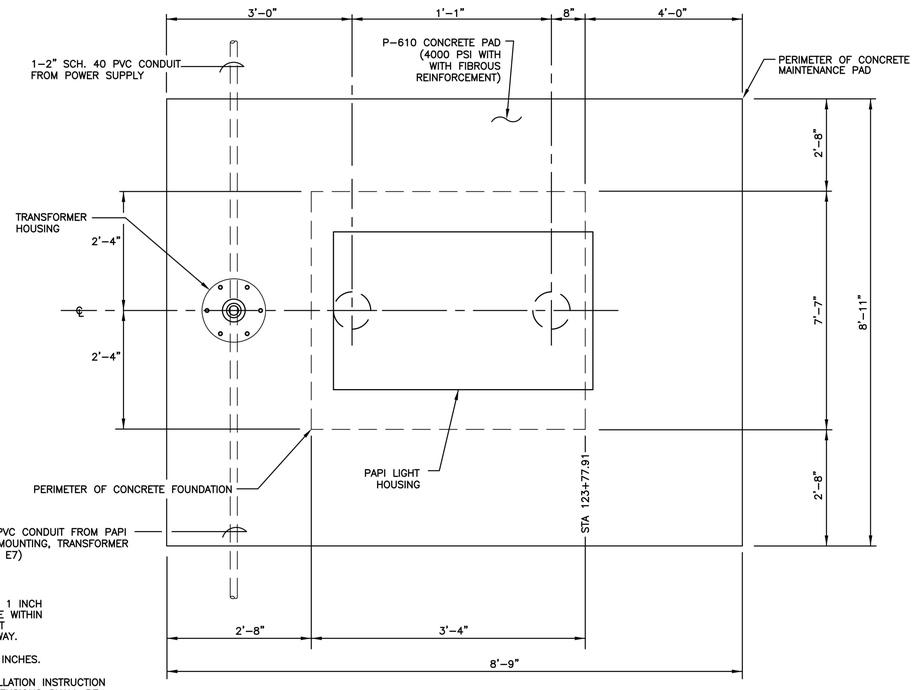
PAPI FOUNDATION SECTION AT R/W 31
NO SCALE



A PAPI FOUNDATION AT R/W 13
NO SCALE



B FLOOR FLANGE
MOUNTING PATTERN NO SCALE



C PAPI FOUNDATION AT R/W 31
NO SCALE

NOTES:

1. THE BEAM CENTERS OF ALL LIGHT UNITS SHALL BE WITHIN ± 1 INCH OF A HORIZONTAL PLANE. THIS HORIZONTAL PLANE SHALL BE WITHIN ± 1 FOOT OF THE ELEVATION OF THE RUNWAY CENTERLINE AT INTERCEPT POINT OF THE VISUAL GUIDE PATH WITH THE RUNWAY.
2. MAXIMUM LIGHT BOX ELEVATION ABOVE CONCRETE PAD IS 40 INCHES.
3. CONTRACTOR SHALL REFER TO MANUFACTURER WRITTEN INSTALLATION INSTRUCTION INSTRUCTION BEFORE PROCEEDING WITH ANY WORK. ALL DIMENSIONS SHALL BE VERIFIED WITH VENDOR DRAWINGS.
4. CONTRACTOR SHALL FURNISH ALL NECESSARY COMPONENTS NOT SUPPLIED BY THE OWNER AND AS REQUIRED FOR COMPLETE INSTALLATION AS SHOWN ON THIS DRAWING AND IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
5. THE COST TO INSTALL CONDUIT AND WIRE FOR TILT SWITCH SHALL BE INCLUDED IN THE COST TO INSTALL THE PAPI UNIT. NO DIRECT PAY.
6. CONTRACTOR SHALL ROUTE THE FLEXIBLE CONDUIT WITH ENOUGH FLEXIBILITY AND LENGTH TO NOT ADVERSELY STRESS THE PAPI ENCLOSURE THEREBY AFFECTING THE PAPI ALIGNMENT.
7. UTILIZE EXTG PAPI'S CANS AND CABLING WHERE POSSIBLE.

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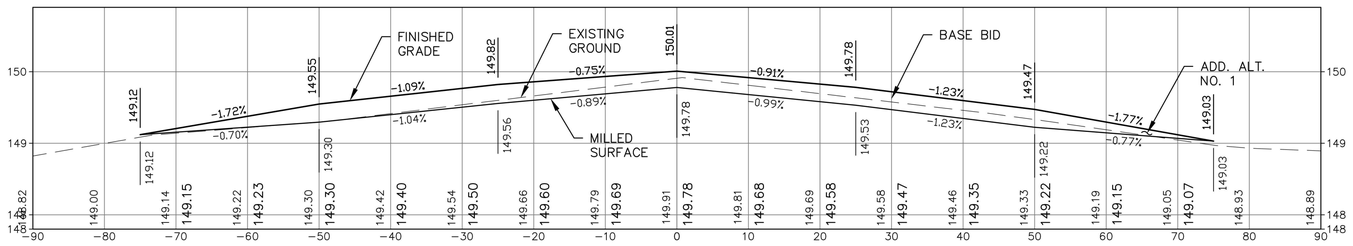
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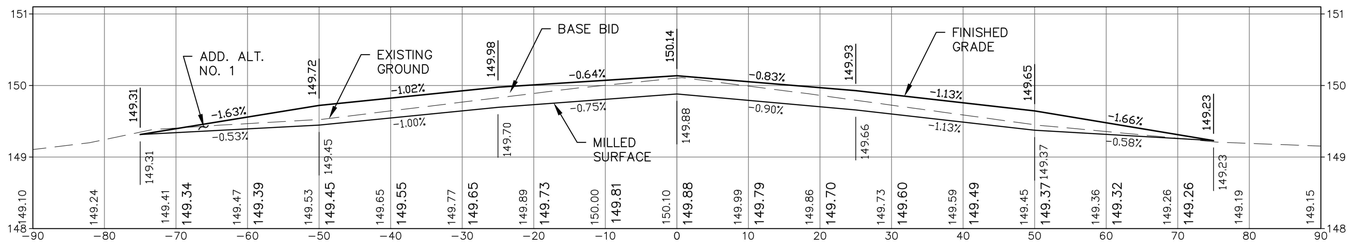
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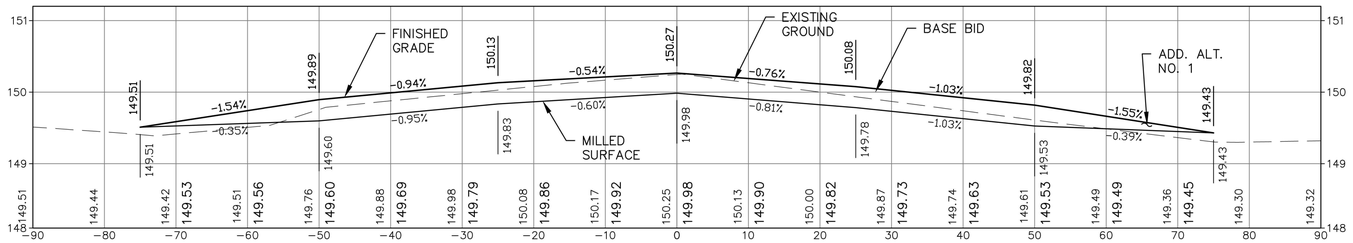
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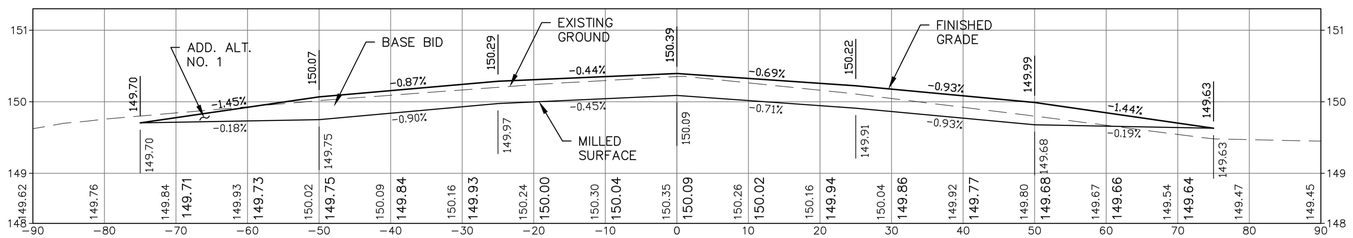
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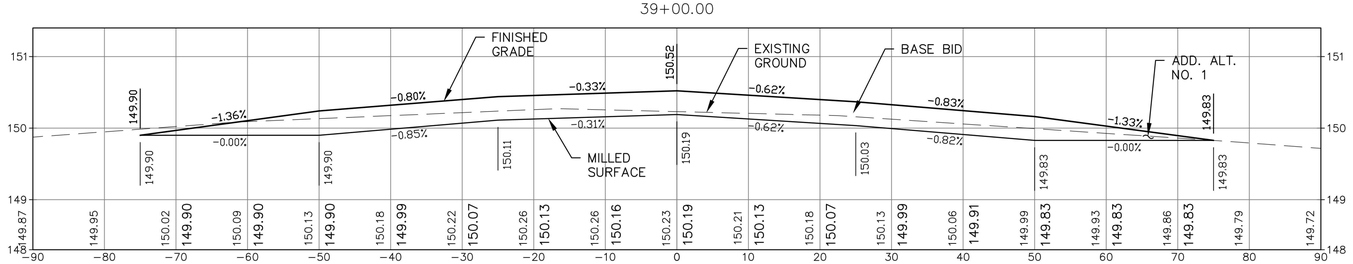
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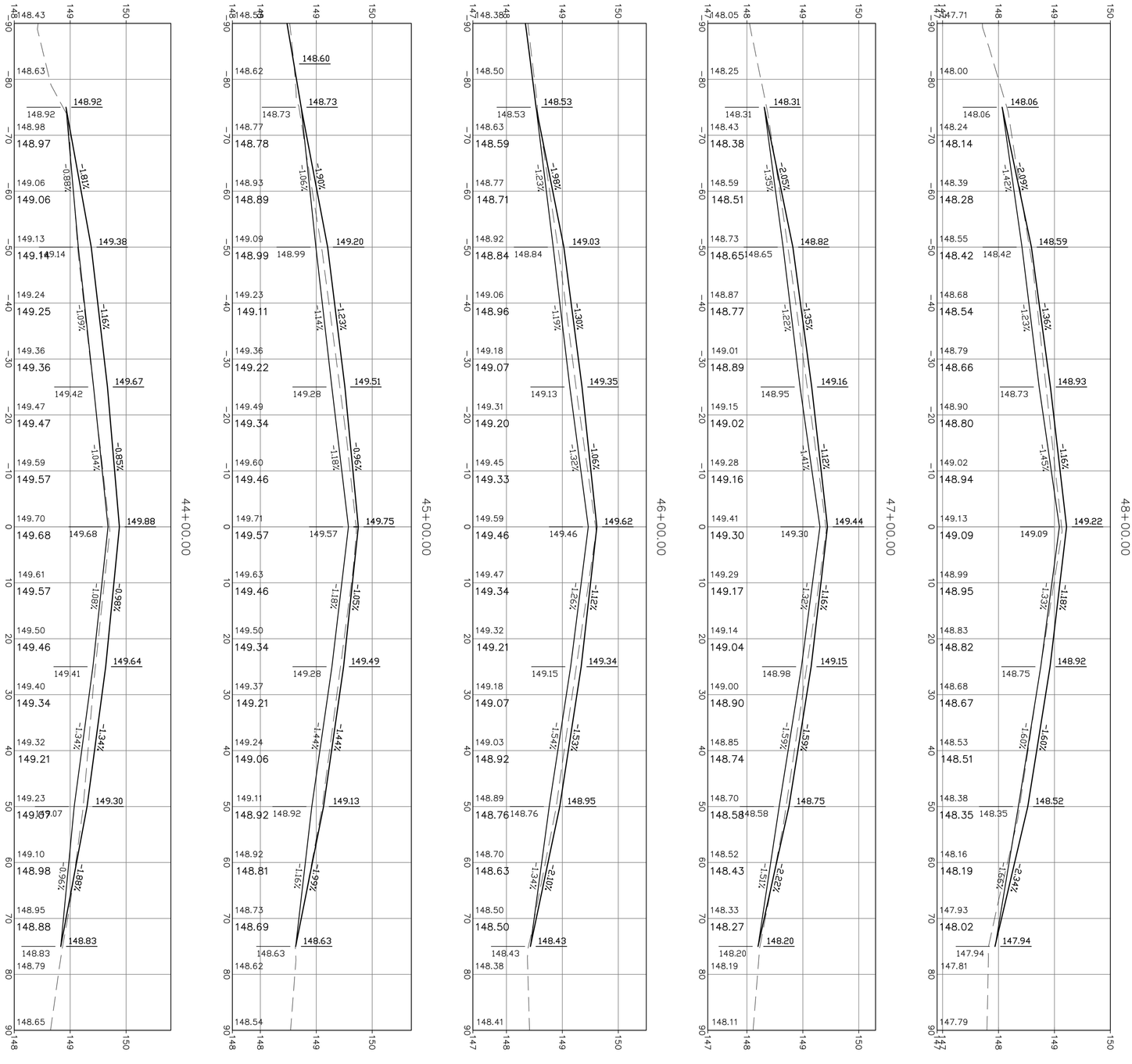
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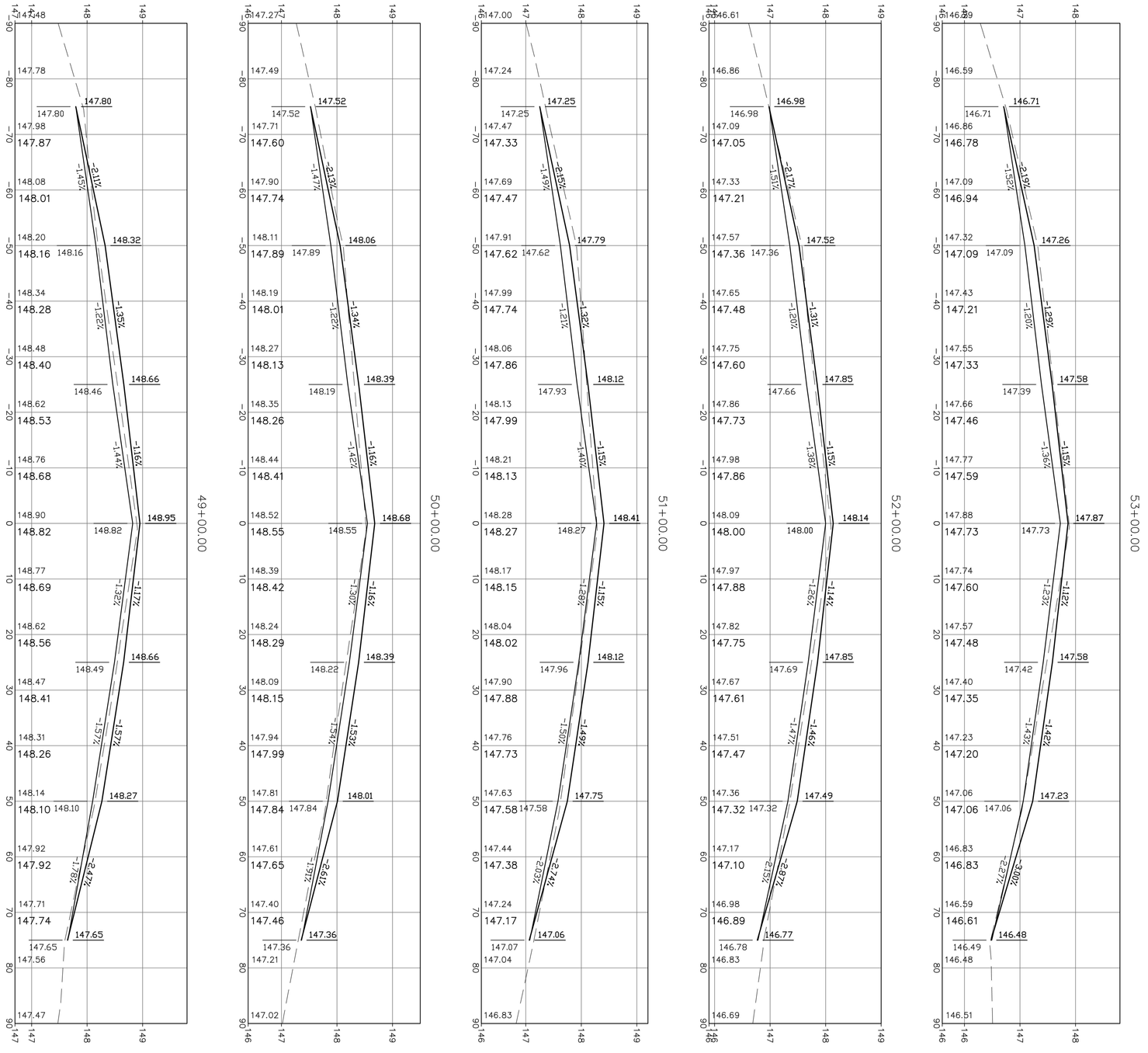
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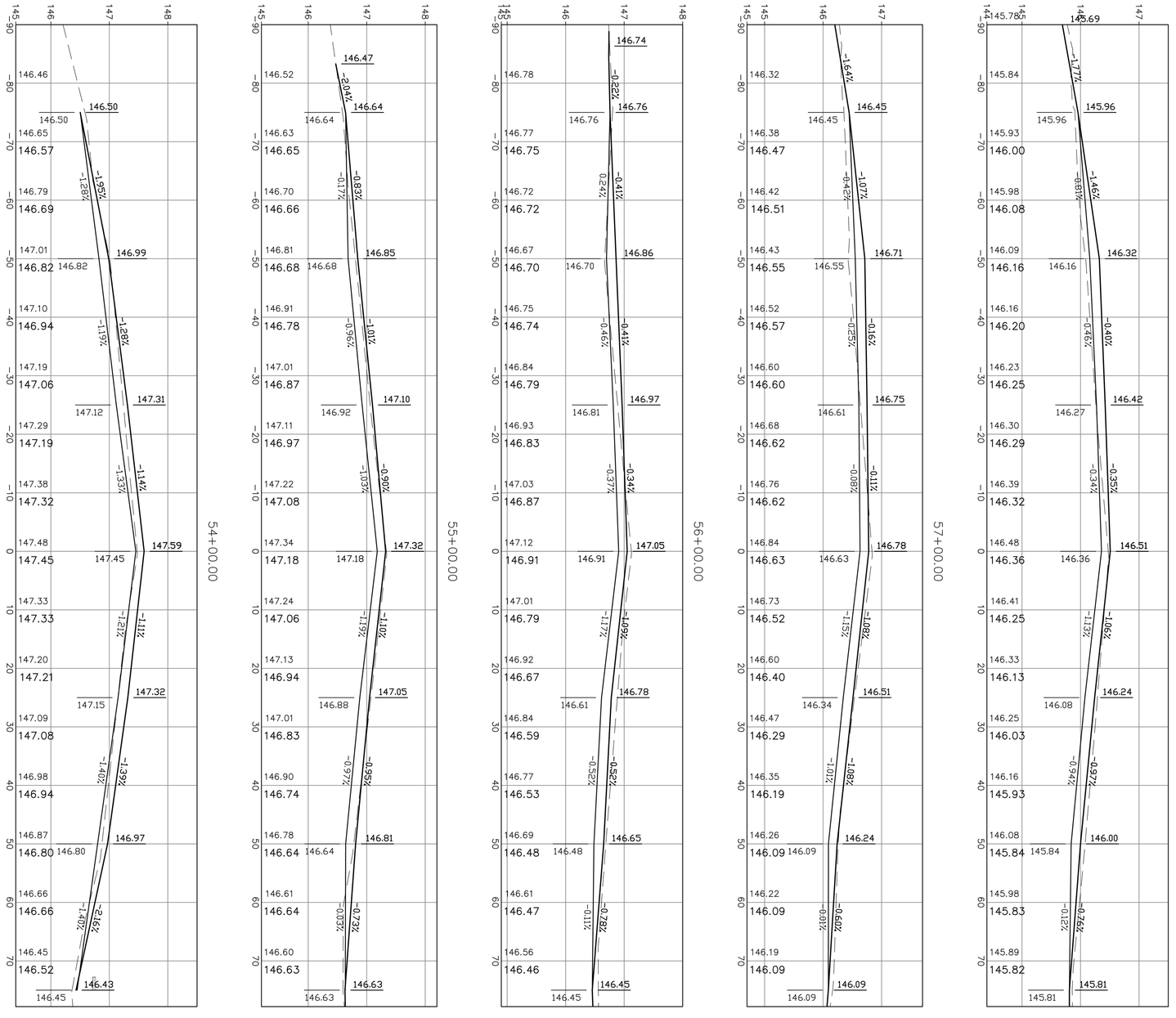
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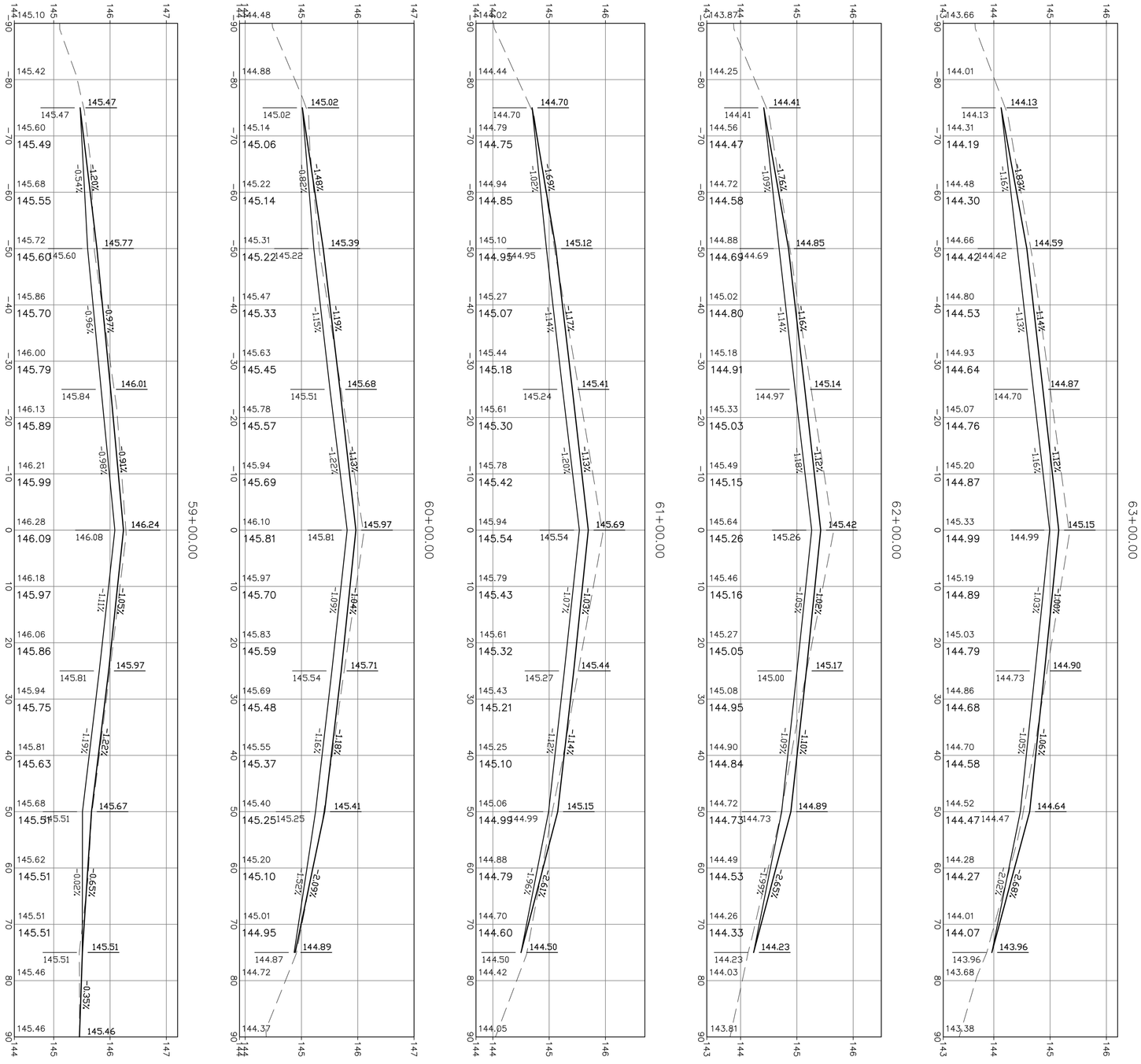
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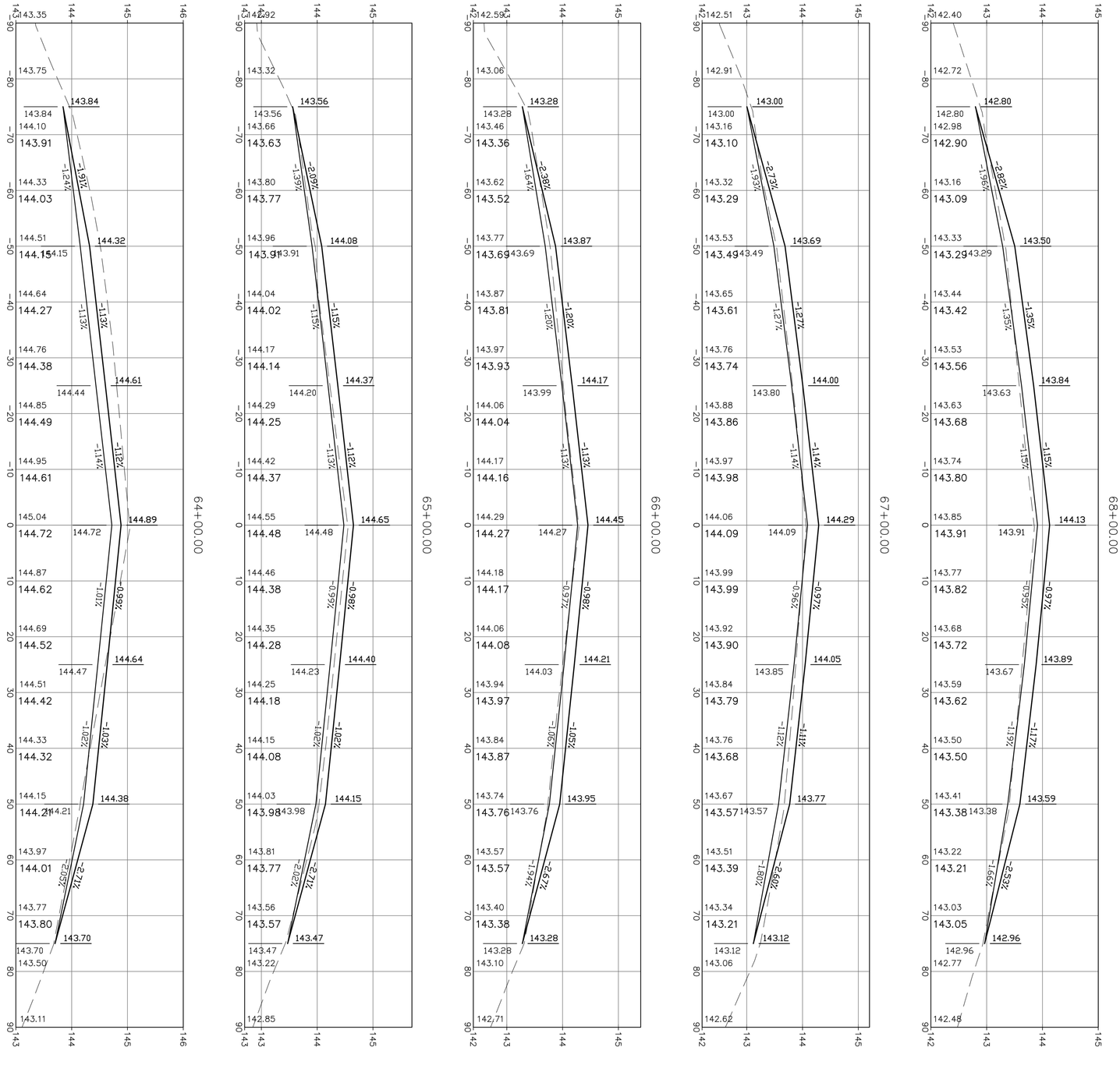
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(P) 318-670-7275



HORIZ. SCALE: 1"=10'
VERT. SCALE: 1"=1'

Drawing File:

27

Sheet No.:

A.R.E. Job Number: 15-0201

Checked: S.A.D.

Drawn: K.D.B.

Scale: AS SHOWN

Date: 02/2015

AIR REUNION CONSULTANTS
800 Spring Street, Suite 214 Shreveport, LA 71101 • Telephone: (318) 222-8252 • Facsimile: 222-8251

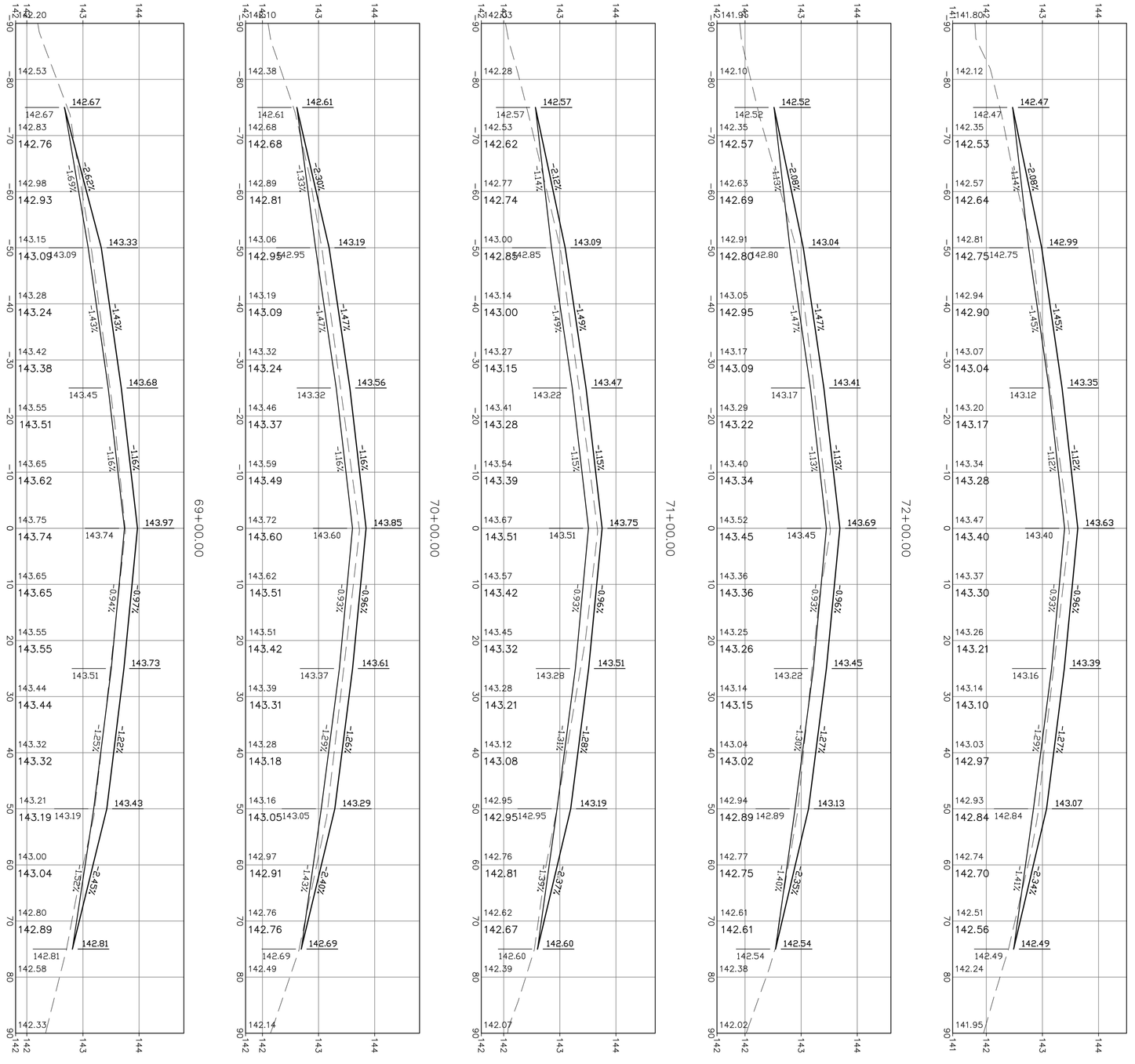
Design & Management Professionals
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Education & Development
Shreveport, Louisiana

CROSS SECTIONS

RUNWAY 13-31 REHABILITATION / RESTORATION
HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
HATTIESBURG, MS

EJES INCORPORATED
9401 LBJ FREEWAY, STE. 300
DALLAS, TEXAS 75243
(P) 214-343-1210
(F) 214-343-3885

201 WILKINSON STREET
SHREVEPORT, LA. 71104
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(P) 318-670-7275



HORIZ. SCALE: 1"=10'
VERT. SCALE: 1"=1'

Drawing File: 28

Sheet No.:

A R E Job Number: 15--0201

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Drawn: K.D.B.

Scale: AS SHOWN

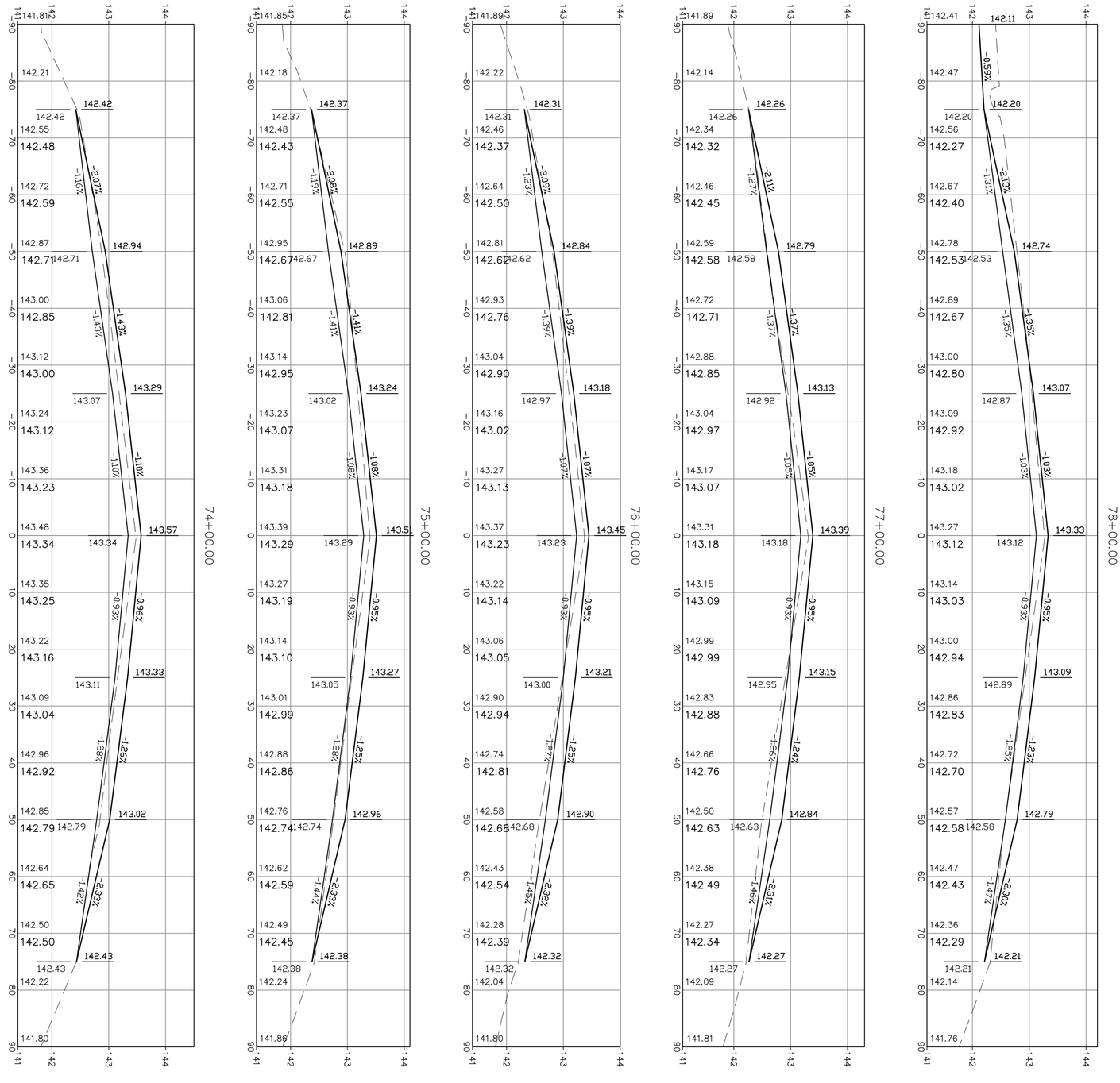
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HATTIESBURG, MS

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VERT. SCALE: 1"=1'

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A.R.E. Job Number: 15-0201

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Drawn: K.D.B.

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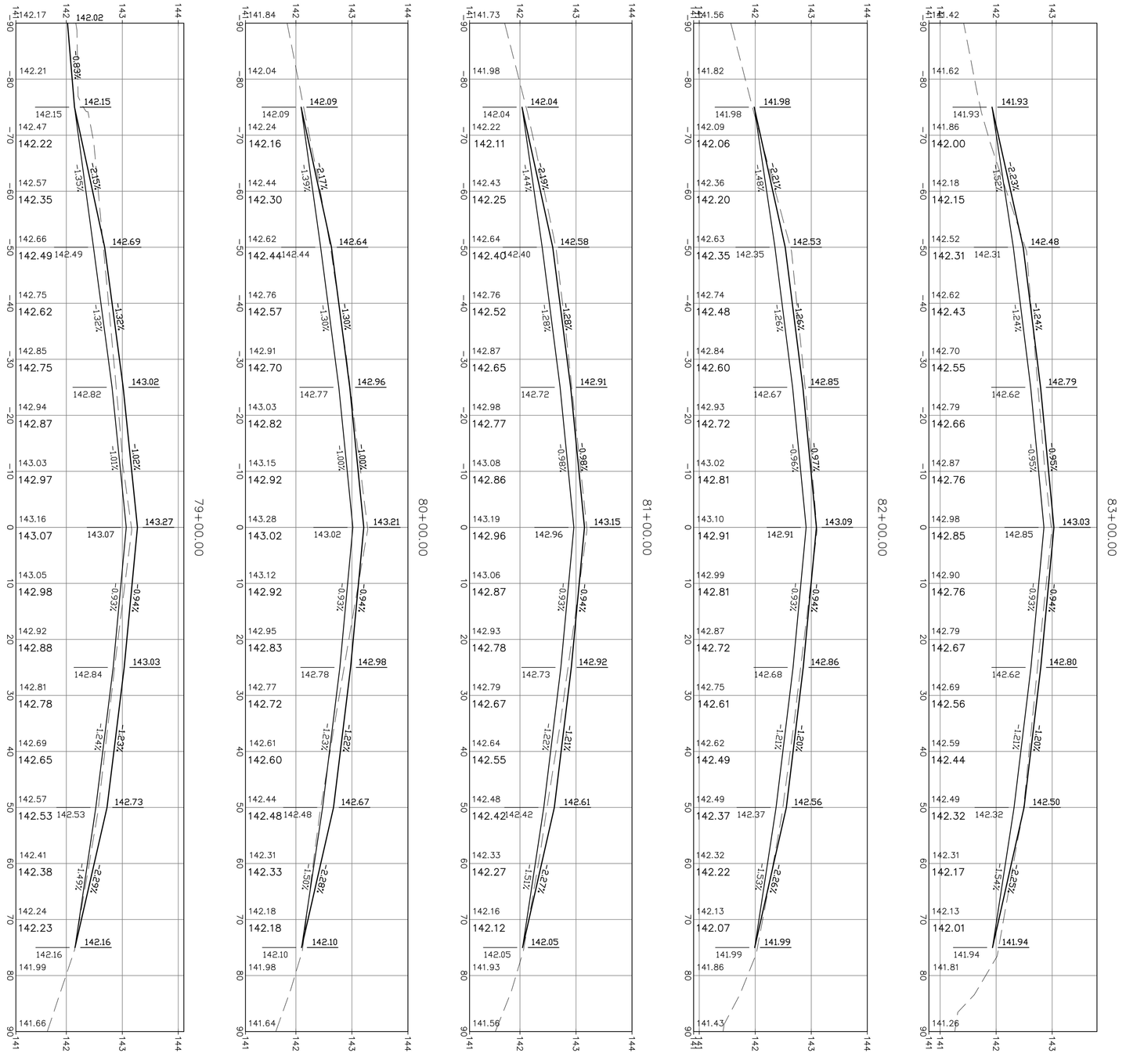
Date: 02/2015

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CROSS SECTIONS

RUNWAY 13-31 REHABILITATION / RESTORATION
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HATTIESBURG, MS

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SHREVEPORT, LA. 71104
(P) 318-670-7275
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HORIZ. SCALE: 1"=10'
VERT. SCALE: 1"=1'

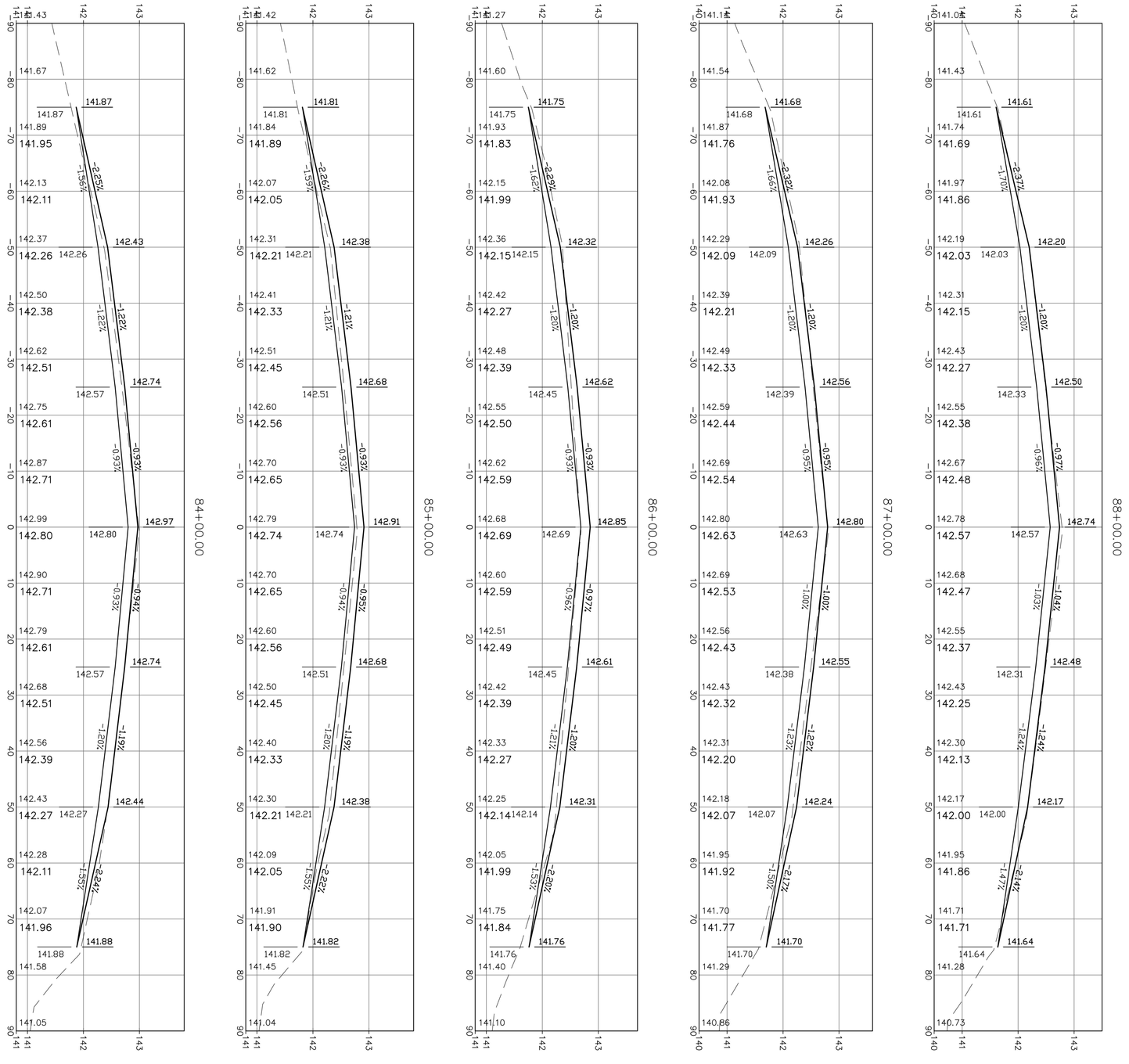
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Scale:	AS SHOWN
Date:	02/2015

AIR REUNION CONSULTANTS (SM)
Design & Management Professionals
Aviation - Civil Engineering
Education & Development
Shreveport, Louisiana
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CROSS SECTIONS

RUNWAY 13-31 REHABILITATION / RESTORATION
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HATTIESBURG, MS

EJES INCORPORATED
9401 LBJ FREEWAY, STE. 300
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SHREVEPORT, LA. 71104
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HORIZ. SCALE: 1"=10'
VERT. SCALE: 1"=1'

Drawing File: 31

Sheet No.: A.R.E. Job Number: 15-0201

Checked: S.A.D.

Drawn: K.D.B.

Scale: AS SHOWN

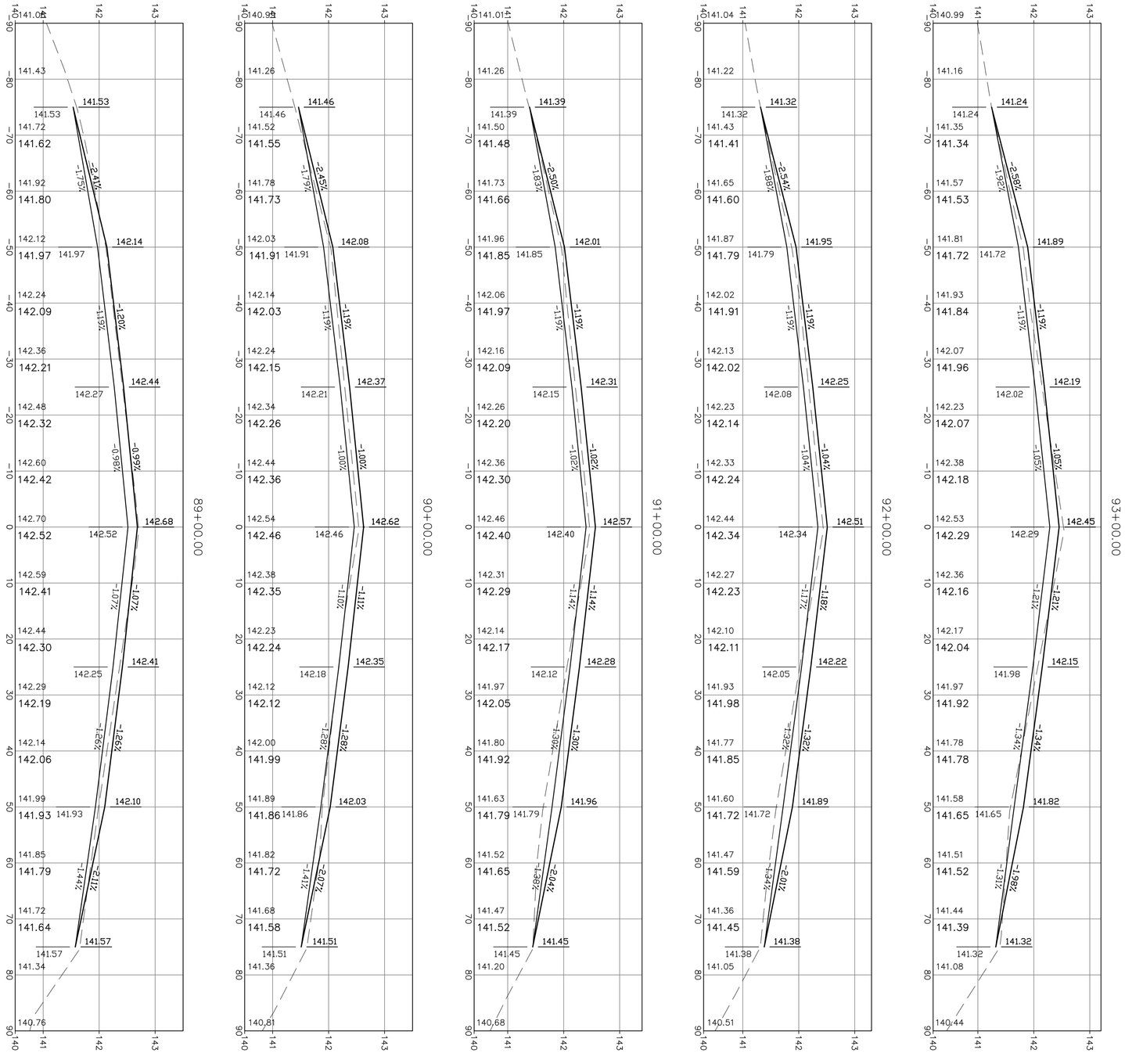
Date: 02/2015

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HATTIESBURG, MS

EJES INCORPORATED
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(P) 318-670-7275
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HORIZ. SCALE: 1" = 10'
VERT. SCALE: 1" = 1'

Drawing File: 32

Sheet No.:

A R E Job Number: 15-0201

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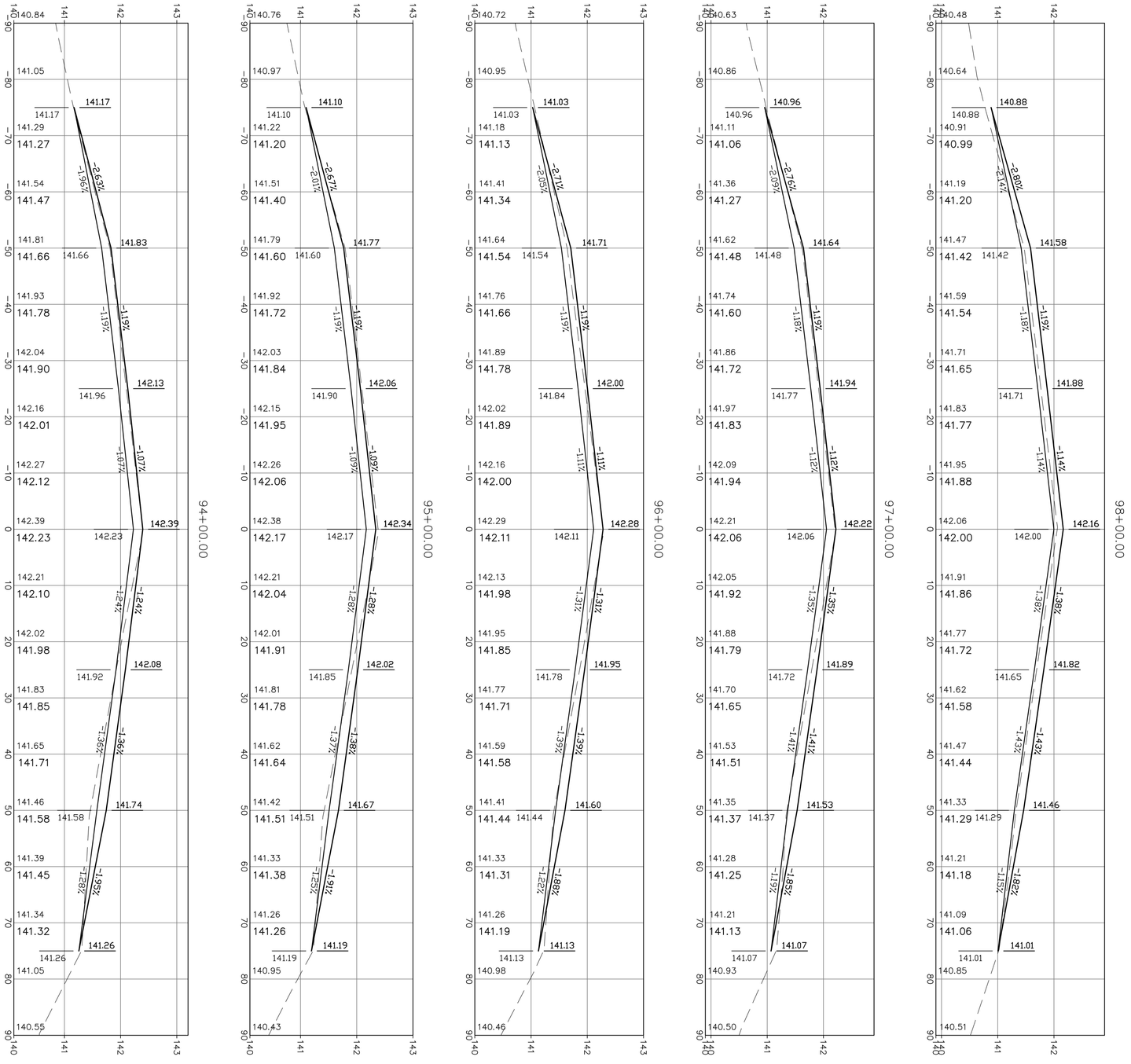
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HATTIESBURG, MS

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VERT. SCALE: 1"=1'

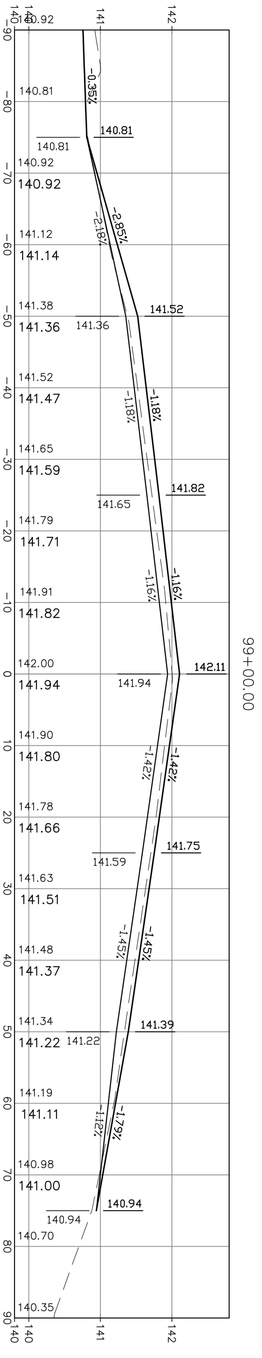
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A R E Job Number: 15--0201
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HORIZ. SCALE: 1"=10'
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Drawing File:

34

Sheet No.:

A.R.E. Job Number: 15-0201

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Drawn: K.D.B.

Scale: AS SHOWN

Date: 02/2015

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City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2015-1764

File ID:	2015-1764	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	03/23/2015
Brief Title:	CEmetery Buyback			**Final Action:**	
				Minute Book Number:	MB2015-104

Title:

Approve the City's purchase of six (6) grave spaces located at Lot 141 section18, Highland Cemetery, recorded at MB 18/380, in the amount of $480.00 to A.L. Kirkpatrick; authorize manual check for the same.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Memo and Deed-Kirkpatrick	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/07/2015					

Text of Legislative File 2015-1764

Title

Approve the City's purchase of six (6) grave spaces located at Lot 141 section18, Highland Cemetery, recorded at MB 18/380, in the amount of $480.00 to A.L. Kirkpatrick; authorize manual check for the same.

Summary

Cemetery Buyback

Budget Information

Expenditure Type

Purchasing Item

Publication Information

March 10, 2015

Highland Cemetery
Attention: Deborah Bourne
P. O. Box 1898
Hattiesburg, MS 39403

My name is Alfred L. Kirkpatrick, Jr. I am writing this letter at the request of my mother, Edith M. Kirkpatrick as her Power of Attorney.

My father, A. L. Kirkpatrick, purchased 8 grave spaces in Section No. 18 of Lot No. 141 at Highland Cemetery on June 17, 1964. Please see a copy of the original "Deed to Cemetery Lot" attached. My father is now deceased and was laid to rest in Anniston, Alabama.

My mother, Edith M. Kirkpatrick, is still living and currently resides in Anniston, Alabama. Her plans are to be laid to rest next to her husband, A. L. Kirkpatrick, in Anniston, Alabama.

My father's parents, Henry D. and Maud Dewitt Kirkpatrick, were laid to rest in spaces 2 and 3.

My mother is asking your kind consideration of buying the remaining 6 spaces (1,4,5,6,7 &8) back at the current value of $175.00 each which totals $1,050.00. If my mother's request is granted, please make the proceeds payable to Edith M. Kirkpatrick. Please send the proceeds to me at the address given below.

I will be happy to provide any additional documentation needed to complete this request.

Sincerely,

Alfred L. Kirkpatrick, Jr.

Alfred L. Kirkpatrick, Jr.
3787 Glass Drive
Vestavia, Alabama 35223
Home phone: (205) 969-2721
Work phone: (205) 326-4819

119 Dearborn Street

DEED TO CEMETERY LOT

HIGHLAND CEMETERY

HATTIESBURG, MISS.

THE STATE OF MISSISSIPPI,
County of Forrest
City of Hattiesburg

For and in consideration of the sum of EIGHTY AND NO/100 DOLLARS ($ 80.00), paid, the City of Hattiesburg, Mississippi, by its duly authorized officers, does hereby sell and convey unto A. L. KIRKPATRICK, subject to the reservations and restrictions hereinafter set out: (Subject to rules and regulations now or hereafter adopted.)

Lot No. 141 in Section No. 18 according to the Cemetery Survey of said City known as Highland Cemetery in the City of Hattiesburg, Mississippi. (8 grave spaces)

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 with the exception that markers may be erected, which shall not exceed 48 inches in height except family monuments may be erected on lots containing 4 or more grave spaces. If slabs and 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 Board of Commissioners of the City of Hattiesburg, Mississippi.

Witness the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, by its duly authorized officers, on this, the 17th day of June, 19 64.

CITY OF HATTIESBURG

Attest: W. P. Harrington Clerk By Claude F. Pittman Jr Mayor

STATE OF MISSISSIPPI,
FORREST COUNTY

Personally appeared before me, the undersigned authority in and for said County and State, CLAUDE F. PITTMAN, JR. and W. P. HARRINGTON, Mayor and Clerk, respectively, of the City of Hattiesburg, Mississippi, a Municipal Corporation, who each acknowledge that he signed, sealed and delivered the above and foregoing instrument on the day and year and for the purposes therein mentioned as his official act and deed.

Witness my hand and official seal, this 17th day of June, 19 64.

Frances F. Deaver
Notary Public

My Commission Expires July 2, 1965

BARTER PRINTING CO.

City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2015-1769

File ID:	2015-1769	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	03/26/2015
Brief Title:	Grave Spaces			**Final Action:**	
				Minute Book Number:	MB2015-105

Title:
Approve the sale of grave spaces, per attached memo.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	receipt 4-7-15, executed 4-7-15 deeds	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/07/2015					

Text of Legislative File 2015-1769

Title

Approve the sale of grave spaces, per attached memo.

Summary

Grave spaces

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 3-20 2015

SOLD TO:

Mr.. Mrs. Miss Billy Ray Ellis

ADDRESS 4603 W 4th st. Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

— 1/2 SW 1/4 Lot No. 88 Section No. 36 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175

Price Received $ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By Joh H Williams

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 03-10- 2015

SOLD TO:

Mr.. Mrs. Miss Brayden James Pierce (Infant)

ADDRESS 3204 Brookwood DR.W. Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

Baby Space #23 1/2 1/4 Lot No. 3 Section No. 3 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 45.00

Price Received $ 45.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

Supt. of City Cemeteries

ck# 3081

Mail to:
Wanda Harris
107 Windfall PL.
Clinton, MS. [redacted]
39056

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 03-12- 2015

SOLD TO:

Mr.. Mrs. Miss Buford Chapman, JR

ADDRESS 712 Sullivan st. Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

— 1/2 NE 1/4 Lot No. 63 Section No. 34 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 03-09 20 15

SOLD TO:

Mr.. Mrs. Miss Larry D. Gray

ADDRESS 206 Jackson St. Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 62 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

Supt. of City Cemeteries

---

mail to
75 Hall DR.
Moselle, MS. 39459

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 03-09-20 15

SOLD TO:

Mr.. Mrs. Miss Karen T. Hall + Wesley B. Hall

ADDRESS 5220 Old Hwy 11, Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

— 1/2 SW 1/4 Lot No. 102 Section No. 37 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

ck # 8314

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

Supt. of City Cemeteries

---

mail to:
75 Hall DR.
Moselle, MS. 39459

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 03-09 20 15

SOLD TO:

Mr.. Mrs. Miss Karen T. Hall + Wesley B. Hall

ADDRESS 5220 Old Hwy 11, Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

W 1/2 — 1/4 Lot No. 109 Section No. 37 in Highland Cemetery

Number of grave spaces 4 Price per grave space $ 175.00

Price Received $ 700.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

Mail to:
Madlyn McGee
201 Howard St. SE. Unit #2
Atlanta, GA. 30317

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 02-27-2015

SOLD TO:

Mr.. Mrs. Miss Curtis Moffett

ADDRESS 105 Townsend St. Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ SW ¼ Lot No. 61 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

MO #

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

Supt. of City Cemeteries

Mail to:
312 W. 6th Ave
Petal, MS. 39465

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 2-27- 2015

SOLD TO:

Mr.. Mrs. Miss Lori Steed

ADDRESS 805 Hardy St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

W ½ SE ¼ Lot No. 57 Section No. 1 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 2-27- 2015

SOLD TO:

Mr.. Mrs. Miss Michael Estes

ADDRESS 1203 Scott Street, Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ NE ¼ Lot No. 39 Section No. 28 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 03-06- 2015

SOLD TO:

Mr.. Mrs. Miss Bessie Rec Mc Cullum

ADDRESS 5752 Hwy 49 S. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ SE ¼ Lot No. 50 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

ck # 7158

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Brune

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 03-16- 2015

SOLD TO:

Mr.. Mrs. Miss Edith Trimble

ADDRESS 505 E. Scooba St. Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ NE ¼ Lot No. 27 Section No. 28 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

ck # 5855

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Brune

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 03-02- 2015

SOLD TO:

Mr.. Mrs. Miss Mamie Seals

ADDRESS 530 Miller St. Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E ½ NW ¼ Lot No. 92 Section No. 29 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Brune

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 03-03 20 15

SOLD TO:

Mr.. Mrs. Miss Gladys L. Scott

ADDRESS 105 South St. Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N ½ NE ¼ Lot No. 86 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 03-02- 20 15

SOLD TO:

Mr.. Mrs. Miss Eugene Walker

ADDRESS 703 Shelton Ave, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ NW ¼ Lot No. 72 Section No. 26 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

Clo# 7139 (A+A)

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

Supt. of City Cemeteries

Mail to:
Lillie Cooper
407 Lakewood Loop
Hattiesburg, MS. 39402

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 03-06 20 15

SOLD TO:

Mr.. Mrs. Miss Evelyn Cowley

ADDRESS 203 May Ave. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ SW ¼ Lot No. 91 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 02-23-2015

SOLD TO:

Mr.. Mrs. Miss Alberta T. Hayes

ADDRESS 5752 Hwy 49 S. P.O. Box 245 Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

W ½ NE ¼ Lot No. 138 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space $ 150.00

Price Received $ 150.00

Ck # 7131

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

Mail to:
Lauren Brunney
711 Royal St.
Columbia, MS. 39429

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 02-24-2015

SOLD TO:

Mr.. Mrs. Miss Bess Timms

ADDRESS 2300 Lincoln Rd, Apt 69 Hattiesburg, MS. 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N ½ NW ¼ Lot No. 56 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

Mail to:
Clara Brouillette
17491 Phillips PL.
Fairhope, AL. 36532

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 02-23-2015

SOLD TO:

Mr.. Mrs. Miss Clara Brouillette

ADDRESS 3401 W. 7th St. Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

— ½ SW ¼ Lot No. 48 Section No. 22 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 02-24- 2015

SOLD TO:

Mr.. Mrs. Miss Bobby Simmons

ADDRESS 201 Katie Ave, Apt B-11, Hattiesburg, MS. 3940.

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ SE ¼ Lot No. 53 Section No. 25 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

Supt. of City Cemeteries

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of 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, Billy Ray Ellis, 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 88 Section Number 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of April, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Sharon Waits
DEPUTY 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, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of April, 2015

My Commission Expires:

STATE OF MISSISSIPPI
SHERMAS EATON
ID NO. 87654
Commission Expires
02/12/2016
NOTARY PUBLIC
FORREST COUNTY

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 Bobby Simmons 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 (S1/2) of the Southeast Quarter (SE ¼)

Lot Number: 53 Section Number:25

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of April, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Sharon Waits
DEPUTY CITY CLERK

Johnny L DuPree
MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of April, 2015.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
KERMAS EATON
ID NO. 87654
Commission Expires
02/12/2016
NOTARY PUBLIC
FORREST COUNTY

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 Bess Timms 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 (N1/2) of the Northwest Quarter (NW ¼)

Lot Number: 56 Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of April, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Sharon Waits
DEPUTY CITY CLERK

Johnny DuPree
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, Johnny L. DuPree and Sharon Waits , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of April, 2015.

My Commission Expires:

STATE OF MISSISSIPPI
KERMAS EATON
ID NO. 87664
Commission Expires
02/12/2018
NOTARY PUBLIC
FORREST COUNTY

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, Clara Brouillette , 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 48 Section Number 22

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of April, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Sharon Waits
DEPUTY CITY CLERK

MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of April, 2015

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
KERMAS EATON
ID NO. 87634
Commission Expires
02/12/2016
NOTARY PUBLIC
FORREST COUNTY

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 Alberta T. Hayes , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W1/2)
of the
Northeast Quarter (NE¼)

Lot Number : 138 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 7th day of April, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Sharon Waits D.C. _____
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, Johnny L. DuPree and Sharon Waits 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 7th day of April, 2015.

My Commission Expires: _____

STATE OF MISSISSIPPI KERMAS EATON ID NO 87654 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

_____
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 Evelyn Cowley 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 (S1/2) of the Southwest Quarter (SW ¼)

Lot Number: 91 Section Number:36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of April, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Sharon Waits
DEPUTY CITY CLERK

Johnny L. DuPree
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, Johnny L. DuPree and Sharon Waits , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of April, 2015.

My Commission Expires:

STATE OF MISSISSIPPI KERMAS EATON ID NO. 87654 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

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 Eugene Walker 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 (S1/2) of the Northwest Quarter (NW ¼)

Lot Number: 72 Section Number:26

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of April, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Sharon Waits
DEPUTY CITY CLERK

Johnny DuPree
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, Johnny L. DuPree and Sharon Waits , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of April, 2015.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
KERMAS EATON
ID NO. 87654
Commission Expires
02/12/2016
NOTARY PUBLIC
FORREST COUNTY

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 Gladys L Scott 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 (N1/2) of the Northeast Quarter (NE ¼)

Lot Number: 86 Section Number:36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of April, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Sharon Waits
DEPUTY CITY CLERK

Johnny L DuPree
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, Johnny L. DuPree and Sharon Waits , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of April, 2015.

My Commission Expires:

STATE OF MISSISSIPPI KERMAS EATON ID NO 87654 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

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 Mamie Seals 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 (E1/2) of the Northwest Quarter (NW ¼)

Lot Number: 92 Section Number:29

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of April, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Sharon Waits
DEPUTY CITY CLERK

Johnny L DuPree
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, Johnny L. DuPree and Sharon Waits , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of April, 2015.

My Commission Expires:

STATE OF MISSISSIPPI KERMAS EATON ID NO 67654 Commission Expires 08/12/2016 NOTARY PUBLIC FORREST COUNTY

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of SEVEN HUNDRED AND NO/100 Dollars ($700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Karen T. Hall & Wesley B. Hall subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W1/2)

Lot Number :109 Section Number: 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Four (4) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of April, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Sharon Waits D.C.
CITY CLERK

Johnny P. DuPree
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, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of April, 2015.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI KERMAS EATON ID NO. 87654 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

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, Karen T. Hall & Wesley B. Hall , 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 102 Section Number 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of April, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Sharon Waits
DEPUTY CITY CLERK

Johnny DuPree
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, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of April, 2015

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
KERMAS EATON
ID NO 67664
Commission Expires
02/12/2018
NOTARY PUBLIC
FORREST COUNTY

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 Larry D. Gray 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 (N1/2) of the Northwest Quarter (NW ¼)

Lot Number: 62 Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of April, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Sharon Waits
DEPUTY CITY CLERK

Johnny L DuPree
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, Johnny L. DuPree and Sharon Waits , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of April, 2015.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI KERMAS EATON ID NO 87654 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Michael Esters 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 (S1/2) of the Northeast Quarter (NE ¼)

Lot Number: 39 Section Number: 28

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of April, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Sharon Waits
DEPUTY CITY CLERK

Johnny L DuPree
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, Johnny L. DuPree and Sharon Waits , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of April, 2015.

My Commission Expires:

STATE OF MISSISSIPPI KIERMAS EATON ID NO. 87654 Commission Expires 08/12/2016 NOTARY PUBLIC FORREST COUNTY

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 Edith Trimble 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 (S1/2) of the Northeast Quarter (NE ¼)

Lot Number: 27 Section Number: 28

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of April, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Sharon Waits
DEPUTY CITY CLERK

Johnny DuPree
MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of April, 2015.

My Commission Expires:

STATE OF MISSISSIPPI KERMAS EATON ID NO. 97654 Commission Expires NOTARY PUBLIC FORREST COUNTY

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 Lori Steed subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W1/2) of the Southeast Quarter (SE ¼)

Lot Number: 57 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of April, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Sharon Waits
DEPUTY 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, Johnny L. DuPree and Sharon Waits , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of April, 2015.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI KERMAS EATON ID NO. 87354 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

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 Curtis Moffett 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 (S1/2) of the Southwest Quarter (SW ¼)

Lot Number: 61 Section Number: 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of April, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Sharon Waits
DEPUTY CITY CLERK

Johnny L DuPree
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, Johnny L. DuPree and Sharon Waits , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of April, 2015.

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 Bessie Ree McCullum 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 (S1/2) of the Southeast Quarter (SE ¼)

Lot Number: 50 Section Number: 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of April, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Sharon Waits
DEPUTY 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, Johnny L. DuPree and Sharon Waits , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of April, 2015.

My Commission Expires:

STATE OF MISSISSIPPI THERMAS EATON ID NO 97664 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

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, Buford Chapman, Jr. , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE1/4)

Lot Number 63 Section Number 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of April, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Sharon Waits
DEPUTY CITY CLERK

Johnny L DuPree
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, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of April, 2015

My Commission Expires:

STATE OF MISSISSIPPI KERMAS EATON ID NO. 87654 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

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 FORTY-FIVE AND NO/100 Dollars ($45.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Brayden James Pierce, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Baby Space #23

Lot Number: 3 Section Number: 3
according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of April, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Sharon Waits
DEPUTY CITY CLERK

MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of April, 2015.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
KERMAS EATON
ID NO 27654
Commission Expires
06/12/2016
NOTARY PUBLIC
FORREST COUNTY

City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2015-1776

File ID:	2015-1776	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	03/30/2015
Brief Title:	CDBG Program Payments			**Final Action:**	
				Minute Book Number:	MB2015-90, MB2015-

Title:

Approve and authorize issuance of manual chaeck for CDBG Program claims per attached memorandum. {Entitlement}

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	CDBG Payments April 6, 2015	**Enactment Number:**	
Contact:		**Meeting Date:**	04/04/2015
Drafter:	Clarence Williams	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/07/2015					

Text of Legislative File 2015-1776

Title

Approve and authorize issuance of manual chaeck for CDBG Program claims per attached memorandum. {Entitlement}

Summary

CDBG Program Payments.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: La'Keylah White
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks CDBG Program claims

DATE: April 6, 2015

Recipient:	**Hollimon Construction**
Activity:	Rehabilitation
Program:	CDBG
Project Site:	701 Tuscan Avenue
Amount Requested:	**$1,600.00**
Purpose of Request:	Final Draw
Work Provided by:	Hollimon Construction

Recipient:	**Pine Belt Community Service**
Activity:	Public Services
Program:	CDBG
Project Site:	1101 North Main Street
Amount Requested:	**$1,887.23**
Purpose of Request:	Draw #3
Work Provided by:	Pine Belt Community Service

Final Draw

Hollimon Construction

Curtis Hollimon
145 Hinton Drive
Hattiesburg, MS 39401

Gladys Jemison
701 Tuscan Ave
Hattiesburg, MS 39401

- Finished putting vinyl on exterior
  - Installed 3 storm doors
- Bring hot water heater up to ~~cold~~ code
- Install vinyl in middle bathroom with baseboard and shoe molding

Material & Labor: $1600.00 RJ

Curtis Hollimon

PINE BELT COMMUNITY SERVICE

1101 N MAIN STREET

HATTIESBURG, MS 39401

REQUEST FOR PAYMENT

March 26, 2015

TO: City of Hattiesburg
Office of Federal and State Programs
P.O. Box 1898
Hattiesburg, Mississippi

RECEIVED
BY:
DATE: 3-27-2015

RE: Feeding Program Line Item: (Draw No. 3)

3/27/15

This formal request for a payment in the total amount of $1887.23 for the feeding program at Pinebelt Community Services. We are requesting $1,177.42 for Food, $309.81 for Supplies, and $400.00 for Gas/Transportation.

Kenneth E. Fairley, Executive Director

City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2015-1772

File ID:	2015-1772	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	03/27/2015
Brief Title:	Claims Docket			**Final Action:**	
				Minute Book Number:	MB2015-90, MB2015-

Title:
Approve claims docket for the period ending March 31, 2015.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	DOCKET 15.03-31	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/07/2015					

Text of Legislative File 2015-1772

Title

Approve claims docket for the period ending March 31, 2015.

Summary

Claims Docket

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 ADVANCED JANITORIAL SERV	20480 CITY H	00150792	14004258	SERVS 3/15 CITY HALL	03/31/15	243682	1,925.00-
00001 ADVANCED JANITORIAL SERV	20480 TRAFFI	00150792	14004259	SERVS 3/15 TRAFFIC	03/31/15	243682	250.00-
ADVANCED JANITORIAL SERV							
Sum							2,175.00-
00001 AFFORDABLE EMERGENCY LIG	734	00150608	14004134	MODEM REPR U#19708 POLICE	03/31/15	243683	85.00-
AFFORDABLE EMERGENCY LIG							
Sum							85.00-
00001 AIRDESIGNS SIGN & GRAFFI	580534	00150255	14004176	CEMETERY/PARKING SIGNS	03/31/15	243685	165.00-
AIRDESIGNS SIGN & GRAFFI							
Sum							165.00-
00001 AIRGAS USA LLC (NORDAN S	9037223206	00150368	14004156	REPR PTS/SUPP PUB WORKS STOCK	03/31/15	243686	260.14-
00001 AIRGAS USA LLC (NORDAN S	9037474728	00150630	14004200	WELDING MACHINE PTS ACADEMY	03/31/15	243686	22.25-
00001 AIRGAS USA LLC (NORDAN S	9037513659	00150344	14004272	SAFETY GLASSES/VESTS DRNGE	03/31/15	243686	235.35-
AIRGAS USA LLC (NORDAN S							
Sum							517.74-
00001 ALLBRITTON CHAIN SAW & L	37284	00150575	14004119	TRIMMER LINE GRNDS MAINT	03/31/15	243688	56.00-
ALLBRITTON CHAIN SAW & L							
Sum							56.00-
00001 ALLEN ENGINEERING AND SC	00150016	00150565	14004094	SRVS 12/27-1/30/15 GORDON CRK	03/31/15	243689	5,137.30-
00001 ALLEN ENGINEERING AND SC	00150129	00150565	14004095	SRVS 1/31-2/27 GORDON CREEK	03/31/15	243689	16,145.80-
ALLEN ENGINEERING AND SC							
Sum							21,283.10-
00001 AMERICAN SIGNS	6198	00149270	14004240	REPR LETTERING U#17312	03/31/15	243690	375.00-
AMERICAN SIGNS							
Sum							375.00-
00001 APCO-MS CHAPTER	REG BLAND 4/	00150655	14004135	REG BLAND TELECOMM CONF	03/31/15	243691	495.00-
00001 APCO-MS CHAPTER	REG WIGGINS	00150655	14004136	REG WIGGINS TELECOMM CONF	03/31/15	243691	495.00-
00001 APCO-MS CHAPTER	REG LOTT 4/2	00150655	14004137	REG LOTT TELECOMM CONF	03/31/15	243691	495.00-
00001 APCO-MS CHAPTER	REG STANDLEY	00150655	14004138	REG STANDLEY TELECOMM CONF	03/31/15	243691	495.00-
APCO-MS CHAPTER							
Sum							1,980.00-
00001 AT&T	601M26940440	00020156	14004123	MNTHLY 3/15 POLICE DEPT	03/31/15	243695	76.00-
00001 AT&T	601M26684200	00150740	14004188	INTERACT SOFTWARE SUPPORT	03/31/15	243695	6,151.00-
00001 AT&T	601M26491400	00150740	14004189	INTERACT SOFTWARE SUPPORT	03/31/15	243695	47.00-

AT&T								
Sum								6,274.00-
00001 AT&T (U-VERSE)	137065628 2/	00150726	14004187	U-VERSE MAYOR 1/26-2/25/15		03/31/15	243696	29.00-
AT&T (U-VERSE)								
Sum								29.00-
00001 AT&T CAPITAL SERVICES	2950034	00150439	14003970	INTERACT/GIS SOFTWARE HPD		03/31/15	243697	12,556.56-
AT&T CAPITAL SERVICES								
Sum								12,556.56-
00001 AUTO ARMATURE SERVICE IN	19649	00150543	14004114	BATTERY U#9900 STREET		03/31/15	243698	122.95-
00001 AUTO ARMATURE SERVICE IN	19650	00150543	14004115	BATTERY U#17876 HEALTH		03/31/15	243698	109.95-
00001 AUTO ARMATURE SERVICE IN	19616	00150428	14004202	BATTERY U#13047 STREET		03/31/15	243698	124.95-
00001 AUTO ARMATURE SERVICE IN	19771	00150706	14004236	BATTERY SHOP STOCK		03/31/15	243698	116.95-
00001 AUTO ARMATURE SERVICE IN	19550	00150574	14004263	STARTER U#6248 STREET		03/31/15	243698	239.95-
AUTO ARMATURE SERVICE IN								
Sum								714.75-
00001 AUTOMOTIVE GLASS SPECIAL	I151335	00149549	14004141	PLEXIGLASS DOG TRAINING BOXES		03/31/15	243699	80.00-
AUTOMOTIVE GLASS SPECIAL								
Sum								80.00-
00001 B & F TACTICAL STORE	414	00149189	14003976	L/S SHIRTS MYERS POLICE		03/31/15	243700	72.00-
00001 B & F TACTICAL STORE	415	00149204	14003977	S/S SHIRTS POLICE STOCK		03/31/15	243700	234.50-
00001 B & F TACTICAL STORE	416	00149699	14003978	S/S SHIRTS RECRUIT CLASS		03/31/15	243700	487.50-
00001 B & F TACTICAL STORE	413	00149773	14003979	JACKET BROWN POLICE		03/31/15	243700	76.12-
B & F TACTICAL STORE								
Sum								870.12-
00001 BELK DEPARTMENT STORE	P9356001M00X	00149892	14004230	CLOTH ALLOW MCLEMORE POLICE		03/31/15	243701	442.41-
00001 BELK DEPARTMENT STORE	P9356001W00Y	00150065	14004231	CLOTH ALLOW WOOD POLICE		03/31/15	243701	196.43-
00001 BELK DEPARTMENT STORE	P9356001Z00Y	00150144	14004232	CLOTH ALLOW SMITH POLICE		03/31/15	243701	470.35-
00001 BELK DEPARTMENT STORE	P9356001Z00Y	00150188	14004233	CLOTH ALLOW DEARMAN POLICE		03/31/15	243701	333.24-
00001 BELK DEPARTMENT STORE	P9356001Y00Y	00150161	14004261	CLOTH ALLOW WOOD POLICE		03/31/15	243701	299.93-
BELK DEPARTMENT STORE								
Sum								1,742.36-
00001 BIG BOYZ CUSTOMS	4220	00148720	14004038	INSTALL EQUIP U#20052 TRAFFIC		03/31/15	243703	1,585.00-
BIG BOYZ CUSTOMS								
Sum								1,585.00-
00001 BILL'S DISCOUNT WHEEL &	11336	00145425	14004149	DRIVE SHAFT REPR U#14516 FIRE		03/31/15	243706	305.91-
BILL'S DISCOUNT WHEEL &								
Sum								305.91-
00001 BLAND, RODRICK	TRAV ADVANCE	00150657	14004132	TRAV ADV TELECOM CNF PHIL,MS		03/31/15	243707	481.00-
BLAND, RODRICK								
Sum								481.00-

00001 BLOOMS GARDEN SHOP	PO#150685 3/	00150685	14004199	FLOWERS HUB ACCESS LAUNCH	03/31/15	243708	765.00-
BLOOMS GARDEN SHOP							
Sum							765.00-
00001 BODY TECH INC	4750-H	00150067	14004087	WRECK REPR U#17574 POLICE	03/31/15	243710	2,577.50-
00001 BODY TECH INC	11129	00150554	14004089	TOWING U#18250 ANIMAL CNTRL	03/31/15	243710	115.00-
00001 BODY TECH INC	11138	00150731	14004192	WINCH OUT OF MUD U#17318 POL	03/31/15	243710	60.00-
00001 BODY TECH INC	11137	00150731	14004193	WINCH/TOW U#15398 ANIMAL CTRL	03/31/15	243710	140.00-
BODY TECH INC							
Sum							2,892.50-
00001 BOURNE BROTHERS PRINTING	53135	00150375	14003984	LETTERHEAD STATIONERY POLICE	03/31/15	243712	120.00-
00001 BOURNE BROTHERS PRINTING	53191	00150045	14004083	HUB FEST SUPP NLC E3 GRANT	03/31/15	243712	281.00-
BOURNE BROTHERS PRINTING							
Sum							401.00-
00001 BRACKMAN MOWER WAREHOUSE	0138036	00150560	14004118	MIXED OIL FOR LANDSCAPING	03/31/15	243713	732.00-
BRACKMAN MOWER WAREHOUSE							
Sum							732.00-
00001 BRANTLEY, PATRICIA G	TRAV ADVANCE	00150664	14004164	TRAV ADV APA CONF SEATTLE,WA	03/31/15	243715	530.00-
BRANTLEY, PATRICIA G							
Sum							530.00-
00001 C SPIRE (MEGAGATE)	205876-00 2/	00150632	14004103	INET/NETWORK 3/15 INFO TECH	03/31/15	243721	14,357.40-
C SPIRE (MEGAGATE)							
Sum							14,357.40-
00001 C SPIRE WIRELESS (CELLUL	2/23/15-3/22	02015379	14004196	CELL SERV 3/15 GENERAL	03/31/15	243722	8,306.96-
C SPIRE WIRELESS (CELLUL							
Sum							8,306.96-
00001 CANON FINANCIAL SERVICES	14729337	00150753	14004210	COPIER 3/15 PURCH/ACCTG	03/31/15	243723	115.00-
CANON FINANCIAL SERVICES							
Sum							115.00-
00001 CARQUEST AUTO PARTS STOR	14758-45028	00150406	14003998	VEHICLE CLEAN SUPP CONSTR	03/31/15	243725	74.69-
00001 CARQUEST AUTO PARTS STOR	14758-45600	00150635	14004203	REPR PTS/SUPP SHOP STOCK	03/31/15	243725	312.51-
00001 CARQUEST AUTO PARTS STOR	14758-45781	00150651	14004237	REPR PTS POLICE STOCK	03/31/15	243725	401.22-
00001 CARQUEST AUTO PARTS STOR	14758-43433	00149745	14004247	REPR PTS U#9900/STOCK STREET	03/31/15	243725	111.12-
00001 CARQUEST AUTO PARTS STOR	14758-45055	00150427	14004264	REPR PTS U#11838 STREET	03/31/15	243725	39.56-
00001 CARQUEST AUTO PARTS STOR	14758-45054	00150427	14004265	REPR PTS U#19755 SANIT	03/31/15	243725	10.28-
00001 CARQUEST AUTO PARTS STOR	14758-44922	00150218	14004266	REPR PTS U#14409 SANIT	03/31/15	243725	34.71-
CARQUEST AUTO PARTS STOR							
Sum							984.09-
00001 CELLEBRITE USA CORP	153411	00150600	14004168	SOFTWARE RNWL 4/15-4/16	03/31/15	243726	3,299.00-
CELLEBRITE USA CORP							
Sum							3,299.00-

00001 CENTER FOR GOVERNMENT AN	REG WAITES 3	00150742	14004191	REG WAITES MUN CLK CERTIF	03/31/15	243727	200.00-
CENTER FOR GOVERNMENT AN							
Sum							200.00-
00001 CENTER FOR GOVERNMENTAL	CERTIF CLASS	00150782	14004228	CERTIF CLS MARTIN 3/31-4/2	03/31/15	243728	200.00-
CENTER FOR GOVERNMENTAL							
Sum							200.00-
00001 CENTRAL PIPE SUPPLY INC	S100010392.0	00150398	14004055	PERMA PATCH REPAIR STREET	03/31/15	243729	875.00-
CENTRAL PIPE SUPPLY INC							
Sum							875.00-
00001 CERTIFIED ELECTRICAL TES	5366-000	00149175	14004245	BUCKET TRUCK INSPECTIONS	03/31/15	243730	930.00-
00001 CERTIFIED ELECTRICAL TES	5365-000	00149188	14004254	BUCKET TRUCK SAFETY TESTS CEM	03/31/15	243730	620.00-
CERTIFIED ELECTRICAL TES							
Sum							1,550.00-
00001 CERTIFIED LABORATORIES	1845869	00150538	14004107	DEGREASER POLICE DEPT	03/31/15	243731	292.00-
00001 CERTIFIED LABORATORIES	1848199	00150581	14004178	FUEL ADDITIVES PUBLIC WORKS	03/31/15	243731	4,562.25-
CERTIFIED LABORATORIES							
Sum							4,854.25-
00001 CITY OF HATTIESBURG FUND	TRF 2ND 3/15	02015370	14004061	TRF 2ND 3/15 PAYROLL	03/18/15	19669	1,061,945.91-
CITY OF HATTIESBURG FUND							
Sum							1,061,945.91-
00001 CITY OF HATTIESBURG FUND	TRF ST/MS CD	02015368	14004001	TRF ST/MS CDBG USA YEAST	03/17/15	19663	227,268.52-
CITY OF HATTIESBURG FUND							
Sum							227,268.52-
00001 CLEMTS HARDWARE	111866	00150678	14004262	STAPLE GUNS/STAPLES P/F ACDMY	03/31/15	243732	183.89-
CLEMTS HARDWARE							
Sum							183.89-
00001 CLIPPER TAGS INC	20297	00150363	14004090	CLIPPER TAGS FOR PLANS LDC	03/31/15	243733	210.67-
CLIPPER TAGS INC							
Sum							210.67-
00001 COLEMAN, MAXINE	TRV ADVANCE	00150337	14004008	TRAV ADV NBEHD CONF HOUSTON	03/17/15	19667	442.00-
00001 COLEMAN, MAXINE	3/10 TRV REI	00150396	14004009	EXPS NBRHD CONF LOS ANGELES	03/17/15	19668	185.14-
COLEMAN, MAXINE							
Sum							627.14-
00001 COMMAND SPANISH INC	21218	00150462	14003986	SPANISH CLASS RECRUIT CLS #32	03/31/15	243736	300.00-
COMMAND SPANISH INC							
Sum							300.00-

00001 COMSOUTH	177539	00150168	14003982	SPKRMICS PORTABLE RADIOS	03/31/15	243738	1,819.00-
00001 COMSOUTH	177711	00150333	14004130	RADIO BATTERIES POLICE DEPT	03/31/15	243738	2,025.00-
COMSOUTH							
Sum							3,844.00-
00001 COURTESY MOTORS INC	196812	00150376	14003973	REPRS/MAINT U#17527 FED/STATE	03/31/15	243742	165.95-
COURTESY MOTORS INC							
Sum							165.95-
00001 COURTNEY'S RESTAURANT EQ	9315	00150370	14004073	DISHWASHER REPR TRAIN DEPOT	03/31/15	243743	850.54-
COURTNEY'S RESTAURANT EQ							
Sum							850.54-
00001 CRAIN TRACTOR & EQUIPMEN	CP10393	00150242	14004007	REPR PTS BUSHHOGS AIRPORT	03/31/15	243744	337.20-
CRAIN TRACTOR & EQUIPMEN							
Sum							337.20-
00001 CUSTOM PRODUCTS CORP	258584	00149346	14004175	BARRICADE TAPE TRAFFIC DEPT	03/31/15	243745	1,618.64-
CUSTOM PRODUCTS CORP							
Sum							1,618.64-
00001 D P S CRIME LAB	90017129	00150757	14004239	ANALYTICAL SERVS 3/15	03/31/15	243747	200.00-
D P S CRIME LAB							
Sum							200.00-
00001 DILLARDS DEPARTMENT STOR	85796741SEJ9	00150000	14004234	CLOTH ALLOW BICE POLICE	03/31/15	243750	130.56-
00001 DILLARDS DEPARTMENT STOR	85796741ZEJ9	00150156	14004235	CLOTH ALLOW SIMS POLICE	03/31/15	243750	206.83-
DILLARDS DEPARTMENT STOR							
Sum							337.39-
00001 DOLEAC ELECTRIC (REFUND)	REFUND-REC#6	02015374	14004082	REFUND-REC#60787	03/31/15	243752	50.00-
DOLEAC ELECTRIC (REFUND)							
Sum							50.00-
00001 DUPREE, JOHNNY MAYOR	TRAVEL REIMB	00150747	14004209	EXPNS NLC WASHINGTON	03/31/15	243755	197.16-
DUPREE, JOHNNY MAYOR							
Sum							197.16-
00001 EATON, KERMAS	PETTY CASH 1	00150748	14004208	PETTY CASH VARI DEPTS	03/31/15	243759	611.60-
EATON, KERMAS							
Sum							611.60-
00001 ECONOMY SUPPLY CO	228528	00150377	14004084	DOOR WHITE'S OFFC 1ST FLR	03/31/15	243761	131.95-
00001 ECONOMY SUPPLY CO	228914	00150535	14004146	DOOR LOCKS #5 FIRE STA	03/31/15	243761	65.00-
00001 ECONOMY SUPPLY CO	228883	00150531	14004158	QUIKCRETE JACKSON ST PROJECT	03/31/15	243761	98.75-
ECONOMY SUPPLY CO							
Sum							295.70-

00001 EMERGENCY EQUIPMENT PROF	413733	00149717	14003992	HELMET BADGES	03/31/15	243763	480.90-
00001 EMERGENCY EQUIPMENT PROF	413737	00150405	14003993	REPR PTS U#14517 FIRE DEPT	03/31/15	243763	165.82-
00001 EMERGENCY EQUIPMENT PROF	413762	00150457	14004032	REPR PTS U#14517 FIRE	03/31/15	243763	391.75-
EMERGENCY EQUIPMENT PROF							
Sum							1,038.47-
00001 EMPIRE TRUCK SALES (H'BU	CE006096568:	00150641	14004160	REPR PTS U#15892 SANIT	03/31/15	243764	416.47-
EMPIRE TRUCK SALES (H'BU							
Sum							416.47-
00001 EVS MID-SOUTH	116165	00150473	14004150	SCBA EQUIP REPR FIRE DEPT	03/31/15	243766	511.00-
EVS MID-SOUTH							
Sum							511.00-
00001 FEDERAL EXPRESS	2-964-48950(	00150619	14004111	SERV 2/27/15 HICKS TRAFFIC	03/31/15	243768	72.35-
00001 FEDERAL EXPRESS	2-964-48950(	00150619	14004112	SERVS 3/5/15 BEECH ENGR DEPT	03/31/15	243768	35.59-
FEDERAL EXPRESS							
Sum							107.94-
00001 FERGUSON ENTERPRISES INC	1292523	00150261	14004201	HEAT EQUIP SUPP FIRE DEPT	03/31/15	243769	157.92-
FERGUSON ENTERPRISES INC							
Sum							157.92-
00001 FUELMAN OF MS	BG127044 NP4	00150436	14003974	FUEL CHG POLICE DEPT	03/31/15	243771	39.91-
00001 FUELMAN OF MS	BG127044 NP4	00150436	14003975	FUEL CHG NEW UNIT FED/STATE	03/31/15	243771	32.01-
00001 FUELMAN OF MS	MSHATNP43787	00150569	14004086	FUEL CHG 3/2-8/15 POLICE	03/31/15	243771	35.43-
00001 FUELMAN OF MS	BG120744 NP4	00150738	14004194	FUEL CHG PRESLEY U#18489	03/31/15	243771	43.66-
00001 FUELMAN OF MS	BG127044 NP4	00150736	14004195	FUEL CHG BEECH 3/16 ENGR	03/31/15	243771	25.93-
FUELMAN OF MS							
Sum							176.94-
00001 G & K SERVICES	1035586108	00150521	14004039	UNIFORMS 3/10 TRAFFIC	03/31/15	243773	32.28-
00001 G & K SERVICES	1035586125	00150521	14004040	UNIFORMS 3/10 PUBLIC WORKS	03/31/15	243773	126.02-
00001 G & K SERVICES	1035586122	00150521	14004041	UNIFORMS 3/10 STREET	03/31/15	243773	65.08-
00001 G & K SERVICES	1035586121	00150521	14004042	UNIFORMS 3/10 PUBLIC WORKS	03/31/15	243773	24.80-
00001 G & K SERVICES	1035586126	00150521	14004043	UNIFORMS 3/10 SHOP	03/31/15	243773	54.36-
00001 G & K SERVICES	1035586109	00150521	14004044	UNIFORMS 3/10 CONSTR	03/31/15	243773	65.71-
00001 G & K SERVICES	1035586124	00150521	14004045	UNIFORMS 3/10 SANIT	03/31/15	243773	152.07-
00001 G & K SERVICES	1035586123	00150521	14004046	UNIFORMS 3/10 HEALTH	03/31/15	243773	34.00-
00001 G & K SERVICES	1035586130	00150521	14004047	UNIFORMS 3/10 AIRPORT	03/31/15	243773	4.00-
00001 G & K SERVICES	1035586110	00150520	14004048	MATS 3/10 TRAFFIC	03/31/15	243773	6.40-
00001 G & K SERVICES	1035586128	00150520	14004049	MATS 3/10 CITY BARN	03/31/15	243773	24.80-
00001 G & K SERVICES	1035586127	00150520	14004050	MATS 3/10 PUBLIC WORKS	03/31/15	243773	16.65-
00001 G & K SERVICES	1035586129	00150520	14004051	MATS 3/10 AIRPORT	03/31/15	243773	4.70-
00001 G & K SERVICES	1035520038	00150522	14004056	SHORT PAY PO#145243 8/31/14	03/31/15	243773	73.16-
G & K SERVICES							
Sum							684.03-

00001 G G A ADMINISTRATORS	CAFE PLAN AD	00150571	14004085	CAFE PLAN ADM FEES 3/15	03/31/15	243774	290.55-
G G A ADMINISTRATORS							
Sum							290.55-
00001 GALL'S INC	003035464	00149195	14004105	CROSSING GUARD TRAFFIC VESTS	03/31/15	243775	256.63-
00001 GALL'S INC	003177002	00149195	14004106	CROSSING GUARD TRAFFIC VESTS	03/31/15	243775	210.12-
00001 GALL'S INC	003255992	00150296	14004127	UNIFORM SHOES MISENHELTER	03/31/15	243775	116.93-
GALL'S INC							
Sum							583.68-
00001 GARNER LUMLEY ELECTRIC S	509118	00149464	14004244	BLDG MATLS #5 FIRE STA	03/31/15	243776	713.52-
00001 GARNER LUMLEY ELECTRIC S	510436	00149891	14004252	ELEC SUPP AIRPT WINDSOCK LITE	03/31/15	243776	120.00-
GARNER LUMLEY ELECTRIC S							
Sum							833.52-
00001 GILLILANDS ELECTRONICS S	59152	00150627	14004101	REPR INTERCOM HPD DISPATCH	03/31/15	243777	189.95-
00001 GILLILANDS ELECTRONICS S	59064	00150627	14004102	YEARLY FIRE ALARM 3/15-3/16	03/31/15	243777	660.00-
00001 GILLILANDS ELECTRONICS S	59236	00150693	14004174	ALARM SRV 4/15-4/16 FIRE ADM	03/31/15	243777	480.00-
00001 GILLILANDS ELECTRONICS S	59164	00150100	14004250	CAMERA SYS TRAFF/CONSTR DEPT	03/31/15	243777	3,025.00-
GILLILANDS ELECTRONICS S							
Sum							4,354.95-
00001 GMC DISTRIBUTORS (FORMER	222026	00150476	14003983	DRINKING WATER POLICE DEPT	03/31/15	243778	255.75-
00001 GMC DISTRIBUTORS (FORMER	276060	00150820	14004267	DRINKING WATER POLICE DEPT	03/31/15	243778	255.75-
GMC DISTRIBUTORS (FORMER							
Sum							511.50-
00001 GUEST SERVICES INC	2723 LAWSON	00150477	14003987	MEAL TICKET 8/23-9/24 LAWSON	03/31/15	243783	300.48-
GUEST SERVICES INC							
Sum							300.48-
00001 GULF COAST OFFICE PRODUC	22542-0	00150422	14004053	OFFICE SUPP PUBLIC WORKS	03/31/15	243784	72.81-
00001 GULF COAST OFFICE PRODUC	22542-1	00150422	14004054	OFFICE SUPP PUBLIC WORKS	03/31/15	243784	54.33-
00001 GULF COAST OFFICE PRODUC	22533-0	00150395	14004113	JANIT SUPP STREET DEPT	03/31/15	243784	344.50-
GULF COAST OFFICE PRODUC							
Sum							471.64-
00001 H'BURG AMERICAN (SUBSCRI	HA0035737	00150573	14004093	SUBSCRIPT RNWL 3/15-2/16 ENGR	03/31/15	243785	163.20-
H'BURG AMERICAN (SUBSCRI							
Sum							163.20-
00001 H'BURG HYDRAULICS INC	59069	00150140	14004065	REPRS U#16010 CEMETERY	03/31/15	243786	317.75-
00001 H'BURG HYDRAULICS INC	59068	00150487	14004066	REPRS U#11995 CEMETERY	03/31/15	243786	1,682.74-
H'BURG HYDRAULICS INC							
Sum							2,000.49-
00001 HALLS WELDING SERVICE	29313	00150239	14004157	BUCKET/BLADE REPR U#14618	03/31/15	243787	625.00-
HALLS WELDING SERVICE							
Sum							625.00-

00001	HALSEN PRODUCTS COMPANY	0123888-IN	00150347	14004205	TREE CREW SAFETY SIGNS	03/31/15	243788	296.30-
HALSEN PRODUCTS COMPANY								
Sum								296.30-
00001	HANCOCK BANK TRUST & FIN	3/20/15 DUE	02015376	14004124	MDB 2001 BONDS 12/22/18	03/23/15	19716	2,108.23-
HANCOCK BANK TRUST & FIN								
Sum								2,108.23-
00001	HEINZ VETERINARY SERVICE	7035	00150458	14004062	FARM CALL TESTS ON PONY	03/31/15	243791	150.00-
HEINZ VETERINARY SERVICE								
Sum								150.00-
00001	HILL, LEROY COFFEE CO IN	691174	00150722	14004186	COFFEE SERV M/ADM	03/31/15	243792	78.32-
HILL, LEROY COFFEE CO IN								
Sum								78.32-
00001	HOLLAND VETERINARY HOSPI	3054 258233	00150626	14004108	SERVS RIEK POLICE K-9	03/31/15	243795	55.00-
00001	HOLLAND VETERINARY HOSPI	3054 258232	00150626	14004109	SERVS RIEK POLICE K-9	03/31/15	243795	747.70-
HOLLAND VETERINARY HOSPI								
Sum								802.70-
00001	HOME DEPOT	9971148	00150001	14004131	MATLS K-9 TRAINING BOXES	03/31/15	243796	31.86-
00001	HOME DEPOT	4041970	00150381	14004151	PAINT WANDS TRAFFIC DEPT	03/31/15	243796	65.94-
00001	HOME DEPOT	3041982	00150454	14004154	LANDSCAPE SUPP STREET DEPT	03/31/15	243796	79.88-
00001	HOME DEPOT	9971142	00149957	14004161	WORK GLOVES STREET CREW	03/31/15	243796	130.00-
HOME DEPOT								
Sum								307.68-
00001	HOOK-FAST SPECIALTIES IN	295433	00149708	14004030	NAME TAGS PROMOTED FIREMEN	03/31/15	243797	89.16-
00001	HOOK-FAST SPECIALTIES IN	295639	00149411	14004144	UNIFORM BADGES FIRE DEPT	03/31/15	243797	828.37-
HOOK-FAST SPECIALTIES IN								
Sum								917.53-
00001	HUGHES SUPPLY	S145275469.0	00150480	14004155	REFRIGERATOR/SUPP PUB WORKS	03/31/15	243801	368.84-
HUGHES SUPPLY								
Sum								368.84-
00001	INDOFF INC	2599354	00150364	14004029	JANIT SUPP FIRE DEPT	03/31/15	243802	1,626.03-
00001	INDOFF INC	2600109	00150424	14004110	OFFICE SUPP P/F ACADEMY	03/31/15	243802	144.21-
00001	INDOFF INC	2593625	00150004	14004142	OFFICE SUPP FIRE ADM	03/31/15	243802	297.88-
00001	INDOFF INC	2601307	00150004	14004143	OFFICE SUPP FIRE ADM	03/31/15	243802	41.16-
00001	INDOFF INC	2601416	00150451	14004145	OFFICE SUPP FIRE DEPT	03/31/15	243802	105.97-
00001	INDOFF INC	2600172	00150415	14004152	OFFICE SUPP PUBLIC WORKS	03/31/15	243802	65.46-
00001	INDOFF INC	2600170	00150414	14004153	JANIT SUPP SANIT DEPT	03/31/15	243802	215.95-
00001	INDOFF INC	2604522	00150466	14004162	OFFICE SUPP CEMETERY	03/31/15	243802	78.62-
00001	INDOFF INC	2603590	00150591	14004243	OFFICE SUPP FIRE DEPT	03/31/15	243802	110.43-
00001	INDOFF INC	2603567	00150578	14004248	JANIT SUPP SANIT DEPT	03/31/15	243802	199.96-
INDOFF INC								
Sum								2,885.67-

00001	INSTITUTE FOR TRADE AND	REG BROWN 3/	00150456	14003972	REG BROWN TRADE/TRANS CONF	03/31/15	243803	175.00-
INSTITUTE FOR TRADE AND								
Sum								175.00-
00001	INTERFACE SECURITY SYSTE	17856787	00150698	14004181	SECURITY 4/15 SOUTH HILL CEM	03/31/15	243804	29.95-
00001	INTERFACE SECURITY SYSTE	17844003	00150699	14004182	SECURITY 4/15 HILND CEMETERY	03/31/15	243804	33.02-
INTERFACE SECURITY SYSTE								
Sum								62.97-
00001	INTL ASSN OF CHIEFS OF P	1827677 SIMS	00150435	14003985	MBRSHP DUES SIMS	03/31/15	243805	150.00-
INTL ASSN OF CHIEFS OF P								
Sum								150.00-
00001	IRBY, STUART C CO	S008702857.0	00148249	14004000	ELEC SUPP DOWNTOWN LIGHTS	03/31/15	243806	433.09-
00001	IRBY, STUART C CO	S008700554.0	00148249	14004002	ELEC SUPP DOWNTOWN LIGHTS	03/31/15	243806	4,578.50-
00001	IRBY, STUART C CO	S008835002.0	00150227	14004035	ELEC SUPP TRAFFIC SIGNALS	03/31/15	243806	94.00-
00001	IRBY, STUART C CO	S008790189.0	00149851	14004068	ELEC SUPP PK GARAGE WALK WAY	03/31/15	243806	65.01-
00001	IRBY, STUART C CO	S008790189.0	00149851	14004121	CREDIT	03/31/15	243806	65.01
00001	IRBY, STUART C CO	S008790189.0	00149851	14004122	ELEC SUPP PK GARG WLKWY LIGHTS	03/31/15	243806	58.00-
00001	IRBY, STUART C CO	S008841350.0	00150340	14004159	ELEC SUPP PUBLIC WORKS	03/31/15	243806	35.61-
IRBY, STUART C CO								
Sum								5,199.20-
00001	JACKSON, ROOSEVELT III	694564	00150083	14004166	PRESSURE WASH TRAIN DEPOT	03/31/15	243808	4,300.00-
JACKSON, ROOSEVELT III								
Sum								4,300.00-
00001	JONES, MARTIN	358769	00149979	14004091	LOT CLEARING 2009 BROOKLANE	03/31/15	243811	150.00-
JONES, MARTIN								
Sum								150.00-
00001	LANCASTER'S MACHINE & WE	22148	00150274	14004204	REPRS U#8629 STREET BUSH HOG	03/31/15	243822	600.00-
LANCASTER'S MACHINE & WE								
Sum								600.00-
00001	LAWRENCE PRINTING CO INC	83468	00149616	14004197	TRAFFIC CITATIONS MUN COURT	03/31/15	243823	1,505.00-
LAWRENCE PRINTING CO INC								
Sum								1,505.00-
00001	LEXISNEXIS MATTHEW BENDE	6988921X	00150759	14004229	MS CODE SUPPLEMENT	03/31/15	243824	11.50-
LEXISNEXIS MATTHEW BENDE								
Sum								11.50-
00001	LOTT, NOELLE	TRAV ADVANCE	00150656	14004133	TRAV ADV TELECOM CNF PHIL,MS	03/31/15	243829	164.00-
LOTT, NOELLE								
Sum								164.00-

00001 MAC PAPERS	361179(A)	00150148	14003969	OFFICE SUPP VARI DEPTS	03/31/15	243831	502.45-
00001 MAC PAPERS	361270	00150148	14004010	CREDIT	03/31/15	243831	225.29
00001 MAC PAPERS	361269	00150148	14004011	PAPER SUPP INFO TECH	03/31/15	243831	224.73-
MAC PAPERS							
Sum							501.89-
00001 MADDOX, GINGER	TRAV ADV 4/1	00150665	14004165	TRAV ADV APA CONF SEATTLE,WA	03/31/15	243832	380.00-
MADDOX, GINGER							
Sum							380.00-
00001 MAULDIN COMPANY	32419	00150526	14004116	FILTERS PUBLIC WORKS TRACTORS	03/31/15	243833	442.00-
MAULDIN COMPANY							
Sum							442.00-
00001 MCCi LLC	5621	00146005	14004098	ADDL LICENSES LASERFICHE	03/31/15	243835	1,120.00-
00001 MCCi LLC	5621	00146005	14004099	ADDL LICENSES LASEFICHE	03/31/15	243835	4,950.00-
MCCi LLC							
Sum							6,070.00-
00001 MCCAIN UNIFORMS	307252-1	00148267	14003980	MTRCYCLE BOOTS BADON POLICE	03/31/15	243836	346.00-
00001 MCCAIN UNIFORMS	307284-1	00147711	14004075	TROUSERS LATERAL OFFICERS	03/31/15	243836	600.00-
00001 MCCAIN UNIFORMS	307283-1	00148111	14004076	TROUSERS LATERAL OFFICERS	03/31/15	243836	750.00-
MCCAIN UNIFORMS							
Sum							1,696.00-
00001 MCELHANEY PLUMBING INC	226454	00150403	14003999	DOLLY CONSTR DEPT	03/31/15	243837	59.95-
00001 MCELHANEY PLUMBING INC	240466	00149212	14004255	HARDWARE SUPP 2/15 POLICE	03/31/15	243837	100.75-
MCELHANEY PLUMBING INC							
Sum							160.70-
00001 MEDICAL ANALYSIS-GHV	10112	00150719	14004190	MGMT EMP MED CLINIC 4/15	03/31/15	243840	32,783.10-
MEDICAL ANALYSIS-GHV							
Sum							32,783.10-
00001 MID SOUTH UNIFORM & SUPP	528099	00149560	14004077	BOOTS POLICE STOCK	03/31/15	243841	900.00-
00001 MID SOUTH UNIFORM & SUPP	528040	00149696	14004078	T SHIRTS RECRUIT CLASS	03/31/15	243841	48.75-
00001 MID SOUTH UNIFORM & SUPP	528039	00150228	14004079	T SHIRTS POLICE STOCK	03/31/15	243841	81.25-
MID SOUTH UNIFORM & SUPP							
Sum							1,030.00-
00001 MISS MISSISSIPPI CORP	#1 IVEY SWAN	00150724	14004224	PAGEANT AD IVEY SWAN	03/31/15	243843	300.00-
00001 MISS MISSISSIPPI CORP	#2 ZHARIAH H	00150724	14004225	PAGEANT AD ZHARIAH HUBBARD	03/31/15	243843	300.00-
MISS MISSISSIPPI CORP							
Sum							600.00-
00001 MITCHELL TOOL SALES & SE	92343	00150279	14004249	ROUTER CONSTR DEPT	03/31/15	243845	245.00-
MITCHELL TOOL SALES & SE							
Sum							245.00-

00001 MOLLY MAID	SERVS 3/15	00150044	14004096	SERVS 3/15 HILND CEM OFFICE	03/31/15	243846	245.00-
MOLLY MAID							
Sum							245.00-
00001 MS ASSN OF PLANNING & DE	REG DUPREE 4	00150786	14004226	REG DUPREE CONF BILOXI	03/31/15	243849	275.00-
MS ASSN OF PLANNING & DE							
Sum							275.00-
00001 MS POWER COMPANY	3/15 GENERAL	00201512	14004184	MNTHLY ELEC-GENERAL	03/31/15	243852	119,293.90-
MS POWER COMPANY							
Sum							119,293.90-
00001 MS STATE/TAX COMM/TAX EX	PO#150432 3/	00150432	14003994	LICENSE PLATE U#20099 FIRE	03/31/15	243854	12.00-
00001 MS STATE/TAX COMM/TAX EX	PO#150517 3/	00150517	14004036	TAG U#20050 CONSTR	03/31/15	243854	12.00-
00001 MS STATE/TAX COMM/TAX EX	PO#150517 3/	00150517	14004037	TAG U#20052 TRAFFIC	03/31/15	243854	12.00-
MS STATE/TAX COMM/TAX EX							
Sum							36.00-
00001 NAPA AUTO PARTS	524197	00150689	14004172	TRUCK MAINT SUPP FIRE DEPT	03/31/15	243856	41.27-
NAPA AUTO PARTS							
Sum							41.27-
00001 NATIONAL SOCIETY PROFESS	MBRSHP RUTLA	00150548	14004081	MBRSHP RUTLAND	03/31/15	243857	220.00-
NATIONAL SOCIETY PROFESS							
Sum							220.00-
00001 NEEL-SCHAFFER INC	1025539	00150671	14004179	SRVS 2/15 MS4 STORMWTR 2015	03/31/15	243858	2,448.21-
NEEL-SCHAFFER INC							
Sum							2,448.21-
00001 NEWELL PAPER COMPANY	836956	00150387	14004074	JANIT SUPP POLICE DEPT	03/31/15	243860	653.00-
NEWELL PAPER COMPANY							
Sum							653.00-
00001 NORFOLK SOUTHERN CORP	90172976	00150568	14004097	4/15 LEASE RR ST PK LOT	03/31/15	243861	1,900.00-
NORFOLK SOUTHERN CORP							
Sum							1,900.00-
00001 OFFICE DEPOT INC	1765147550	00150270	14004025	OVERHEAD PROJECTOR P/F ACDMY	03/31/15	243862	499.99-
00001 OFFICE DEPOT INC	759245026001	00150278	14004031	FIRE STATION LOG BOOKS	03/31/15	243862	319.92-
00001 OFFICE DEPOT INC	752892796001	00150638	14004126	OFFICE SUPP FED/STATE PROG	03/31/15	243862	311.48-
OFFICE DEPOT INC							
Sum							1,131.39-
00001 OVERHEAD DOOR CO OF HBUR	69894	00150254	14003995	BAY DOOR REPR #3 FIRE STA	03/31/15	243863	195.00-
00001 OVERHEAD DOOR CO OF HBUR	69955	00149790	14004033	BAY DOOR REPAIR #2 FIRE STA	03/31/15	243863	260.00-
00001 OVERHEAD DOOR CO OF HBUR	70061	00150444	14004270	BAY DOOR REPR #8 FIRE STA	03/31/15	243863	419.00-
OVERHEAD DOOR CO OF HBUR							
Sum							874.00-

00001 PALM PROPERTY DEVELOPMEN	MB#2014/198-	02015375	14004163	DL RENEWAL STATION LEASE PYMT	03/31/15	243865	1,100.00-
PALM PROPERTY DEVELOPMEN							
Sum							1,100.00-
00001 PATTERSON AUTO ELECTRIC	18062	00149438	14004088	ELEC SYS REPR U#19850 POLICE	03/31/15	243868	206.70-
PATTERSON AUTO ELECTRIC							
Sum							206.70-
00001 PAWN SHOP PLUS, THE	PO#148849 3/	00148849	14004129	MAGAZINE/HANDCUFFS DETECTIVES	03/31/15	243869	245.00-
PAWN SHOP PLUS, THE							
Sum							245.00-
00001 PEARL RIVER VALLEY EPA (	3/15 GENERAL	00201512	14004206	MNTHLY 3/15 PUBLIC SERVICES	03/31/15	243870	1,333.94-
PEARL RIVER VALLEY EPA (							
Sum							1,333.94-
00001 PETAL SHOE SHOP	909918	00150287	14004246	WORK BOOTS P/W GEN MANAGER	03/31/15	243871	150.00-
PETAL SHOE SHOP							
Sum							150.00-
00001 PIERCE PLUMBING (REFUNDS	REFUND-RECEI	02015374	14004214	REFUND-RECEIPT #61211	03/31/15	243873	50.00-
PIERCE PLUMBING (REFUNDS							
Sum							50.00-
00001 PINE BELT OIL COMPANY IN	1026514	00150326	14003967	GAS/DIESEL PUB WORKS FUEL STA	03/31/15	243874	17,949.24-
00001 PINE BELT OIL COMPANY IN	1018399	00150502	14004100	GAS/DIESEL FOR FUEL STA	03/31/15	243874	15,270.36-
00001 PINE BELT OIL COMPANY IN	1023340	00150692	14004256	GAS/DIESEL FOR FUEL STA	03/31/15	243874	15,701.27-
PINE BELT OIL COMPANY IN							
Sum							48,920.87-
00001 PINE BELT REGIONAL SOLID	100006 2/15	00150433	14004005	REFUSE DISPOSAL 2/15 SANIT	03/31/15	243875	31,566.60-
PINE BELT REGIONAL SOLID							
Sum							31,566.60-
00001 PONDER, MATTIE	PETTY CASH 3	00150697	14004177	PETTY CASH TRAFFIC/CONSTR	03/31/15	243877	166.77-
PONDER, MATTIE							
Sum							166.77-
00001 PROGRESSIVE BUSINESS PUB	(06424929)	00150646	14004125	PAYROLL PUB SUBSCRIPT HUMAN R	03/31/15	243880	230.00-
PROGRESSIVE BUSINESS PUB							
Sum							230.00-
00001 PUBLIC ENGINES, INC (CR	21457	00150819	14004260	SUBSCRIPT ANALY/CRIME REPORTS	03/31/15	243881	4,059.60-
PUBLIC ENGINES, INC (CR							
Sum							4,059.60-
00001 PUCKETT RENTS	485994-0001	00150709	14004273	PUMP/HOSES/ROLLA MARKER CONST	03/31/15	243882	978.79-
PUCKETT RENTS							
Sum							978.79-

00001 REGIONS CARDHOLDER SERVI	7079 2/27/15	00150513	14004019	REG DELGADO NLC 3/7-12/15		03/31/15	243884	844.00-
00001 REGIONS CARDHOLDER SERVI	7079 2/27/15	00150513	14004020	REG BRANTLEY/MADDOX APA CONF		03/31/15	243884	1,460.00-
00001 REGIONS CARDHOLDER SERVI	7079 2/27/15	00150513	14004021	CLASS/ORIENTATION		03/31/15	243884	91.00-
00001 REGIONS CARDHOLDER SERVI	7079 2/27/15	00150513	14004022	LATE FEE		03/31/15	243884	10.00-
REGIONS CARDHOLDER SERVI								
Sum								2,405.00-
00001 RICOH CORP	19444703	00150509	14004017	COPIER 3/15-4/14 HUMAN RES		03/31/15	243886	221.67-
00001 RICOH CORP	5034868723	00150512	14004018	COPIER 2/15 HUMAN RES		03/31/15	243886	44.67-
00001 RICOH CORP	5035005684 G	00150741	14004185	PRODUCTION PRINTER CHARGES		03/31/15	243886	508.11-
RICOH CORP								
Sum								774.45-
00001 RITTER DISPOSABLES INC	86374	00149775	14003996	CLOTH RAGS PUBLIC WORKS		03/31/15	243887	202.00-
RITTER DISPOSABLES INC								
Sum								202.00-
00001 RJ YOUNG COMPANY	INV656702	00150506	14004015	COPIER 11/25-12/24 MUN COURT		03/31/15	243888	447.21-
00001 RJ YOUNG COMPANY	INV607430	00150508	14004016	COPIER 10/14-11/13 CITY CLERK		03/31/15	243888	298.00-
00001 RJ YOUNG COMPANY	INV660045	00150524	14004026	COPIER 11/28-12/27/14 ACDMY		03/31/15	243888	236.00-
00001 RJ YOUNG COMPANY	INV642755	00150496	14004052	COPIER 12/14-12/15 TRAF/CONST		03/31/15	243888	1,100.97-
RJ YOUNG COMPANY								
Sum								2,082.18-
00001 ROBINSON ELECTRIC SUPPLY	2166058-00	00150346	14004023	ELEC SUPP TRAIN DEPOT LIGHTS		03/31/15	243890	114.00-
00001 ROBINSON ELECTRIC SUPPLY	2165752-00	00150082	14004059	ELEC SUPP CONST CANOPY LIGHTS		03/31/15	243890	77.48-
ROBINSON ELECTRIC SUPPLY								
Sum								191.48-
00001 RYAN MOTORS INC	204136	00150277	14003981	REPR PTS U#17117 POLICE		03/31/15	243893	251.74-
00001 RYAN MOTORS INC	204201	00150452	14004057	REPR PTS U#9804 SHOP		03/31/15	243893	88.30-
00001 RYAN MOTORS INC	234802	00150379	14004241	ELEC SYS REPR U#16767		03/31/15	243893	800.73-
RYAN MOTORS INC								
Sum								1,140.77-
00001 SACKS OUTDOOR SUPPLY	19592	00150447	14004060	BOOTS JOHNSON ANIMAL CONTROL		03/31/15	243895	129.97-
00001 SACKS OUTDOOR SUPPLY	18839	00148511	14004128	CLOTH ALLOW RUPLE POLICE		03/31/15	243895	99.98-
00001 SACKS OUTDOOR SUPPLY	18837	00148572	14004139	DRESS BOOTS LT JOHNSON		03/31/15	243895	159.95-
SACKS OUTDOOR SUPPLY								
Sum								389.90-
00001 SOLAR SUPPLY INC	3464438	00150229	14003971	A/C SUPP UNIT#3 TRAIN DEPOT		03/31/15	243901	55.08-
00001 SOLAR SUPPLY INC	3464606	00150404	14004147	A/C MAINT PTS #1 FIRE STA		03/31/15	243901	199.18-
00001 SOLAR SUPPLY INC	3464857	00150622	14004268	A/C CLEAN SUPP POLICE DEPT		03/31/15	243901	69.80-
SOLAR SUPPLY INC								
Sum								324.06-

00001	SOUTHERN FINANCIAL SYSTE	CMCHAT2 2/3-	02015363	14004012	POLICE FINES COLL.FEE	03/31/15	243905	1,489.83-
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT2 2/18	02015364	14004013	POLICE FINES COLL.FEE	03/31/15	243905	1,335.75-
SOUTHERN FINANCIAL SYSTE								
Sum								2,825.58-
00001	SOUTHERN FIRE & SPRINKLE	09-6053	00150349	14004271	SPRINKLER SYS MAINT VARI FIRE	03/31/15	243906	350.00-
SOUTHERN FIRE & SPRINKLE								
Sum								350.00-
00001	SOUTHERN PINE ELECTRIC P	3/15 GENERAL	00201512	14004183	MNTHLY 3/15 PUBLIC SERVICES	03/31/15	243908	62.73-
SOUTHERN PINE ELECTRIC P								
Sum								62.73-
00001	SOUTHERN PIPE & SUPPLY C	8411365-00	00150273	14004058	PLUMB/DRAIN MACHINE CONSTR	03/31/15	243909	473.02-
00001	SOUTHERN PIPE & SUPPLY C	8396540-00	00149714	14004092	DRAINAGE FABRIC STREET DEPT	03/31/15	243909	539.00-
SOUTHERN PIPE & SUPPLY C								
Sum								1,012.02-
00001	SOUTHERN TIRE MART LLC	11098260	00150092	14004003	REPR PTS SANIT STOCK	03/31/15	243910	578.58-
00001	SOUTHERN TIRE MART LLC	11098258	00150189	14004004	TIRES SANIT STOCK	03/31/15	243910	10,993.02-
00001	SOUTHERN TIRE MART LLC	11098583	00150624	14004274	TIRES PUBLIC WORKS UNITS	03/31/15	243910	3,200.00-
SOUTHERN TIRE MART LLC								
Sum								14,771.60-
00001	STANDARD OFFICE SUPPLY C	0051603-001	00150412	14003968	OFFICE SUPP COUNCIL	03/31/15	243912	39.99-
00001	STANDARD OFFICE SUPPLY C	0051640-001	00149587	14004072	ENVELOPES MUN COURT	03/31/15	243912	1,775.80-
00001	STANDARD OFFICE SUPPLY C	0051933-001	00150720	14004198	OFFICE CHAIR HARRIS M/ADM	03/31/15	243912	125.00-
00001	STANDARD OFFICE SUPPLY C	0051202-001	00150016	14004211	OFFICE SUPP MPO DEPT	03/31/15	243912	244.72-
00001	STANDARD OFFICE SUPPLY C	0051494-001	00150283	14004213	OFFICE SUPP LIFE OF S MS	03/31/15	243912	390.02-
00001	STANDARD OFFICE SUPPLY C	0051964-001	00150763	14004257	COPY PAPER PURCH/ACCTG	03/31/15	243912	119.97-
STANDARD OFFICE SUPPLY C								
Sum								2,695.50-
00001	STANDLEY, MELINDA	TRAV ADVANCE	00150667	14004170	TRAV ADV TELECOM CONF PHIL.MS	03/31/15	243913	481.00-
STANDLEY, MELINDA								
Sum								481.00-
00001	STATE FIRE ACADEMY	22575 HARREL	00148964	14003988	REG HARRELL 11/3/14 LDRSHP	03/31/15	243914	360.00-
00001	STATE FIRE ACADEMY	22575 MONTGO	00148964	14003989	REG MONTGOMERY 11/10/14 CLASS	03/31/15	243914	136.00-
00001	STATE FIRE ACADEMY	22797 ADAMS	00150469	14003990	REG ADAMS RESCUE CLS 2/9-12	03/31/15	243914	68.00-
00001	STATE FIRE ACADEMY	22797 HARDGE	00150469	14003991	REG HARDGES RESCUE CLS 2/9-12	03/31/15	243914	68.00-
00001	STATE FIRE ACADEMY	22844 FIELDE	00150495	14004027	REG FIELDER LDRSHP CLASSES	03/31/15	243914	360.00-
00001	STATE FIRE ACADEMY	22867 SHEPHA	00150497	14004028	REG SHEPHARD FIRE INSTR CLASS	03/31/15	243914	380.00-
STATE FIRE ACADEMY								
Sum								1,372.00-
00001	SUNBELT FIRE INC	89959	00150723	14004269	REPR PTS U#13560 FIRE	03/31/15	243915	43.12-
SUNBELT FIRE INC								
Sum								43.12-

00001 TOMAHAWK LIVE TRAP COMPA	221630	00150663	14004251	LIVE ANIMAL TRAPS		03/31/15	243918	728.27-
TOMAHAWK LIVE TRAP COMPA								
Sum								728.27-
00001 TOOL-SMITH CO INC	2008622	00150589	14004242	CHAINSAW REPR PTS P/F ACDMY		03/31/15	243919	511.28-
TOOL-SMITH CO INC								
Sum								511.28-
00001 TRUSTMARK BUSINESS CARD	3018 DUPREE	00150784	14004215	GAS EPA/MCBM ATLANTA 2/7/15		03/31/15	243920	39.15-
00001 TRUSTMARK BUSINESS CARD	3018 DUPREE	00150784	14004216	HOTEL EPA/MCBM ATLANTA 2/2-6		03/31/15	243920	696.11-
00001 TRUSTMARK BUSINESS CARD	3018 DUPREE	00150784	14004217	MEAL LEARN EXCHG DAYTON 2/23		03/31/15	243920	19.09-
00001 TRUSTMARK BUSINESS CARD	3018 DUPREE	00150784	14004218	GAS 2/24 LEARN EXCHG DAYTON		03/31/15	243920	41.49-
00001 TRUSTMARK BUSINESS CARD	3018 DUPREE	00150784	14004219	TKT UPGRD NLC 3/7-11 WASHINGT		03/31/15	243920	52.48-
00001 TRUSTMARK BUSINESS CARD	3018 DUPREE	00150784	14004220	TKT NLC 3/7-11 WASHINGTON		03/31/15	243920	584.20-
00001 TRUSTMARK BUSINESS CARD	3018 DUPREE	00150784	14004221	TKT UPGRADE 2/22-24 DAYTON,OH		03/31/15	243920	29.00-
00001 TRUSTMARK BUSINESS CARD	3018 DUPREE	00150784	14004222	TKT UPGRADE 2/22-24 DAYTON,OH		03/31/15	243920	29.00-
00001 TRUSTMARK BUSINESS CARD	3018 DUPREE	00150784	14004223	GAS 2/4 EPA/MCBM ATLANTA		03/31/15	243920	33.18-
TRUSTMARK BUSINESS CARD								
Sum								1,523.70-
00001 ULINE	65937710	00149434	14004227	WHITE FOAM BOARD MPO DEPT		03/31/15	243921	233.80-
ULINE								
Sum								233.80-
00001 UNDERWOOD OUTDOOR POWER,	2886	00150653	14004148	LAWN EQUIP MAINT SUPPLIES		03/31/15	243922	255.69-
00001 UNDERWOOD OUTDOOR POWER,	3074	00150691	14004173	EDGER #5 FIRE STA		03/31/15	243922	199.95-
UNDERWOOD OUTDOOR POWER,								
Sum								455.64-
00001 UNITED FENCE COMPANY	00016634	00150315	14004253	GATE REPR AIRPORT		03/31/15	243923	1,254.00-
UNITED FENCE COMPANY								
Sum								1,254.00-
00001 UNITED PARCEL SERVICE IN	00008E1Y1510	00150489	14004024	LATE FEE 2/7/15 POLICE		03/31/15	243924	4.91-
UNITED PARCEL SERVICE IN								
Sum								4.91-
00001 UNIVERSITY TIRE & SERVIC	466962	00150366	14004034	OIL CHANGE U#19115 MITCHELL		03/31/15	243925	30.95-
00001 UNIVERSITY TIRE & SERVIC	465964	00149978	14004238	TIRES POLICE STOCK		03/31/15	243925	4,069.20-
UNIVERSITY TIRE & SERVIC								
Sum								4,100.15-
00001 VERIZON WIRELESS	9741541853	00150631	14004104	WIRELESS SERVS POLICE DEPT		03/31/15	243928	1,920.56-
VERIZON WIRELESS								
Sum								1,920.56-
00001 WAL-MART STORES INC	009598	00149719	14004167	SUPP AFRICAN/AMERICAN PROGRAM		03/31/15	243930	66.75-
00001 WAL-MART STORES INC	008054	00149896	14004169	WTR/GATORADE/COKES HPD ADM		03/31/15	243930	40.32-
WAL-MART STORES INC								
Sum								107.07-

00001 WARREN PAVING INC	19429MB	00150360	14004140	LIMESTONE P/F ACDMY	03/31/15	243932	2,163.89-
WARREN PAVING INC							
Sum							2,163.89-
00001 WASTE MANAGEMENT OF SOUT	0008067-2526	00150434	14004006	REFUSE DISPOSAL SANIT	03/31/15	243933	4,004.00-
WASTE MANAGEMENT OF SOUT							
Sum							4,004.00-
00001 WATERS INTERNATIONAL TRU	250720031	00150465	14004067	REPRS U#12891 CEMETERY	03/31/15	243934	1,919.90-
00001 WATERS INTERNATIONAL TRU	8-250770082	00150577	14004117	REPR PTS U#16081/14406 SANIT	03/31/15	243934	107.86-
00001 WATERS INTERNATIONAL TRU	8-250820052	00150675	14004180	REPR PTS U#11434 SANIT	03/31/15	243934	144.18-
WATERS INTERNATIONAL TRU							
Sum							2,171.94-
00001 WATTS BROTHERS TRACTOR C	01-2456	00150236	14004063	CUTTER BLADES AIRPORT MAINT	03/31/15	243935	477.88-
00001 WATTS BROTHERS TRACTOR C	01-2455	00150241	14004064	BUSH HOG REPR PTS AIRPT MAINT	03/31/15	243935	1,479.92-
00001 WATTS BROTHERS TRACTOR C	01-2565	00150527	14004120	REPR/MAINT PTS U#15999 AIRPT	03/31/15	243935	119.86-
WATTS BROTHERS TRACTOR C							
Sum							2,077.66-
00001 WEST, A THOMSON REUTERS	831390801	00150507	14004014	LAW INFO 2/15 MUN COURT	03/31/15	243936	675.07-
WEST, A THOMSON REUTERS							
Sum							675.07-
00001 WHITE LENOIR, LA'KEYLAH	TRAVEL REIMB	00150777	14004212	EXPNS ITTS CONF BILOXI	03/31/15	243938	134.47-
WHITE LENOIR, LA'KEYLAH							
Sum							134.47-
00001 WIGGINS, DANIEL	TRAV ADVANCE	00150668	14004171	TRAV ADV TELECOM CONF PHIL,MS	03/31/15	243939	164.00-
WIGGINS, DANIEL							
Sum							164.00-
00001 WILLMUT GAS & OIL COMPAN	3/15 GENERAL	00201512	14004207	MNTHLY GAS-GENERAL	03/31/15	243940	2,906.99-
WILLMUT GAS & OIL COMPAN							
Sum							2,906.99-
Sum							1,740,138.29-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND							
00002 ALL SOUTH PORTABLE SANIT	15930	00150237	14000935	PORTALETS 3/7-8 DUNCAN LAKE	03/31/15	243687	150.00-
ALL SOUTH PORTABLE SANIT							
Sum							150.00-
00002 ARTIS, JEFFERY TYLER	SPORTS SERVS	02015382	14000992	SPORTS SUPPORT SERVICES	03/31/15	243694	49.00-
ARTIS, JEFFERY TYLER							
Sum							49.00-
00002 AUTO ARMATURE SERVICE IN	19574	00150494	14000946	BATTERY U#15517	03/31/15	243698	62.95-
00002 AUTO ARMATURE SERVICE IN	19592	00150596	14000954	BATTERY U#18553	03/31/15	243698	48.95-
00002 AUTO ARMATURE SERVICE IN	19803	00150778	14001011	BATTERY U#8446 ROLLER	03/31/15	243698	48.95-
AUTO ARMATURE SERVICE IN							
Sum							160.85-
00002 BETTS, SHERMAN	OFFICIAL 3/1	02015381	14000976	OFFICIAL-BASKETBALL	03/31/15	243702	625.00-
BETTS, SHERMAN							
Sum							625.00-
00002 BRACKMAN MOWER WAREHOUSE	0137763	00150361	14000932	CLUTCH REPR U#17562	03/31/15	243713	389.22-
00002 BRACKMAN MOWER WAREHOUSE	0138057	00150582	14000948	AGRI EQUIP OIL	03/31/15	243713	347.00-
00002 BRACKMAN MOWER WAREHOUSE	0138096	00150580	14000955	REPR PTS U#19303	03/31/15	243713	104.54-
00002 BRACKMAN MOWER WAREHOUSE	0138097	00150584	14000956	BOLT REPR U#19464	03/31/15	243713	44.56-
00002 BRACKMAN MOWER WAREHOUSE	0138098	00150585	14000957	BLADES U#18867	03/31/15	243713	78.78-
00002 BRACKMAN MOWER WAREHOUSE	0138217	00150586	14000958	REPRS U#19303	03/31/15	243713	219.24-
00002 BRACKMAN MOWER WAREHOUSE	0138302	00150695	14000969	REPRS U#18866 MOWER	03/31/15	243713	163.75-
00002 BRACKMAN MOWER WAREHOUSE	0138342	00150710	14001012	REPRS U#19465 MOWER	03/31/15	243713	92.88-
00002 BRACKMAN MOWER WAREHOUSE	0138341	00150725	14001013	REPRS U#17997 MOWER	03/31/15	243713	117.47-
BRACKMAN MOWER WAREHOUSE							
Sum							1,557.44-
00002 BRADLEY, MARQUITA	SPORTS SERVS	02015382	14000993	SPORTS SUPPORT SERVICES	03/31/15	243714	256.00-
BRADLEY, MARQUITA							
Sum							256.00-
00002 BROWN, BRAXTON	SPORTS SERVS	02015382	14000994	SPORTS SUPPORT SERVICES	03/31/15	243716	49.00-
BROWN, BRAXTON							
Sum							49.00-
00002 BROWN, CEDRIC	OFFICIAL 3/1	02015381	14000977	OFFICIAL-BASKETBALL	03/31/15	243717	100.00-
BROWN, CEDRIC							
Sum							100.00-

00002 BROWN, KIM	OFFICIAL 3/1	02015381	14000978	OFFICIAL-BASKETBALL		03/31/15	243718	150.00-
BROWN, KIM								
Sum								150.00-
00002 BROWN, TIRON	SPORTS SERVS	02015382	14000995	SPORTS SUPPORT SERVICES		03/31/15	243719	147.00-
BROWN, TIRON								
Sum								147.00-
00002 C SPIRE WIRELESS (CELLUL	2/23/15-3/22	02015379	14000964	MNTHLY 3/15 PARKS & REC		03/31/15	243722	199.54-
C SPIRE WIRELESS (CELLUL								
Sum								199.54-
00002 CARQUEST AUTO PARTS STOR	14758-45005	00150393	14000931	WIPER BLADES U#11212		03/31/15	243725	31.80-
CARQUEST AUTO PARTS STOR								
Sum								31.80-
00002 CITY OF HATTIESBURG FUND	TRF 2ND 3/15	02015370	14000936	TRF 2ND 3/15 PAYROLL		03/18/15	310437	57,013.93-
CITY OF HATTIESBURG FUND								
Sum								57,013.93-
00002 CLEMTS HARDWARE	111822	00150528	14000953	SUPP KHB BIG EVENT VOLUNTEERS		03/31/15	243732	802.50-
CLEMTS HARDWARE								
Sum								802.50-
00002 COLQUITT, EMMA	SPORTS SERVS	02015382	14000996	SPORTS SUPPORT SERVICES		03/31/15	243735	91.00-
COLQUITT, EMMA								
Sum								91.00-
00002 COMMERCIAL STATIONERY CO	371357-0	00150317	14000942	PRINTER SUPP SIGLER/REC ADM		03/31/15	243737	159.90-
COMMERCIAL STATIONERY CO								
Sum								159.90-
00002 ECONOMY SUPPLY CO	228884	00150550	14000944	BLDG MATLS DAHMER PRESSBOX		03/31/15	243761	35.42-
ECONOMY SUPPLY CO								
Sum								35.42-
00002 ELKINS WHOLESALE INC	234917-00	00149994	14000923	JANIT SUPP GRNDS MAINT		03/31/15	243762	952.27-
00002 ELKINS WHOLESALE INC	234917-01	00149994	14000924	JANIT SUPP GRNDS MAINT		03/31/15	243762	29.97-
ELKINS WHOLESALE INC								
Sum								982.24-
00002 FOUNTAIN, JESSE	SPORTS SERVS	02015382	14000997	SPORTS SUPPORT SERVICES		03/31/15	243770	256.00-
FOUNTAIN, JESSE								
Sum								256.00-
00002 GILLILANDS ELECTRONICS S	59204	00150163	14001014	CAMERA MONITOR SYS G/M SHOP		03/31/15	243777	2,750.00-
00002 GILLILANDS ELECTRONICS S	59205	00150579	14001015	ADD CAMERA #4 GRNDS OFFICE		03/31/15	243777	500.00-
GILLILANDS ELECTRONICS S								
Sum								3,250.00-

00002 GRAVES, GARY L	OFFICIAL 3/1	02015381	14000979	OFFICIAL-BASKETBALL	03/31/15	243779	637.00-
GRAVES, GARY L							
Sum							637.00-
00002 GREEN FOREST NURSERY INC	23762	00150200	14000925	L'SCAPE PLANTS TATUM SOFTBALL	03/31/15	243780	449.20-
00002 GREEN FOREST NURSERY INC	23763	00150207	14000926	L'SCAPE PLANTS TATUM BASEBALL	03/31/15	243780	822.00-
00002 GREEN FOREST NURSERY INC	23761	00150437	14000950	LANDSCAPE MATLS TOWN SQ PARK	03/31/15	243780	323.10-
GREEN FOREST NURSERY INC							
Sum							1,594.30-
00002 GRIFFIN, GABRIEL	OFFICIAL 3/1	02015381	14000980	OFFICIAL-BASKETBALL	03/31/15	243782	275.00-
GRIFFIN, GABRIEL							
Sum							275.00-
00002 HARRIS, UNDREA	OFFICIAL 3/1	02015381	14000981	OFFICIAL-BASKETBALL	03/31/15	243789	300.00-
HARRIS, UNDREA							
Sum							300.00-
00002 HOSKINS, JAZAMINE	SPORTS SERVS	02015382	14000998	SPORTS SUPPORT SERVICES	03/31/15	243798	280.00-
HOSKINS, JAZAMINE							
Sum							280.00-
00002 HOSKINS, JORDAN E	SPORTS SERVS	02015382	14000999	SPORTS SUPPORT SERVICES	03/31/15	243799	264.00-
HOSKINS, JORDAN E							
Sum							264.00-
00002 HUBERTS TRIM SHOP	706279	00149974	14000972	RECOVER SEATS U#13130 TRUCK	03/31/15	243800	960.00-
HUBERTS TRIM SHOP							
Sum							960.00-
00002 IRBY, STUART C CO	S008841249.0	00150391	14000945	ELEC SUPP GRNDS SHOP LIGHTS	03/31/15	243806	411.68-
IRBY, STUART C CO							
Sum							411.68-
00002 JACKSON, ROOSEVELT III	694565	00150488	14000961	PAINT DAHMER POOL BLDGS	03/31/15	243808	4,285.00-
JACKSON, ROOSEVELT III							
Sum							4,285.00-
00002 JONES, ANN	PETTY CASH 2	00150739	14000963	PETTY CASH GRNDS MAINT	03/31/15	243810	234.45-
JONES, ANN							
Sum							234.45-
00002 KEELING COMPANY (HATTIES	S2761564.001	00150472	14000927	IRRIGATION WIRES TATUM SOCCER	03/31/15	243812	132.70-
00002 KEELING COMPANY (HATTIES	S2759318.001	00150260	14000928	IRRIGATION PTS TATUM SOCCER	03/31/15	243812	151.57-
KEELING COMPANY (HATTIES							
Sum							284.27-

00002 KELLY, KEITH	OFFICIAL 3/1	02015381	14000982	OFFICIAL-BASKETBALL		03/31/15	243813	300.00-
KELLY, KEITH								
Sum								300.00-
00002 KETTLEY, ANNETTE	SPORTS SERVS	02015382	14001000	SPORTS SUPPORT SERVICES		03/31/15	243814	280.00-
KETTLEY, ANNETTE								
Sum								280.00-
00002 KETTLEY, VERONICA	SPORTS SERVS	02015382	14001001	SPORTS SUPPORT SERVICES		03/31/15	243815	14.00-
KETTLEY, VERONICA								
Sum								14.00-
00002 KEYS, MECHEKA	SPORTS SERVS	02015382	14001002	SPORTS SUPPORT SERVICES		03/31/15	243816	133.00-
KEYS, MECHEKA								
Sum								133.00-
00002 KIMMEL, ISAAC L	OFFICIAL 3/1	02015381	14000983	OFFICIAL-BASKETBALL		03/31/15	243817	80.00-
KIMMEL, ISAAC L								
Sum								80.00-
00002 KIRKSEY, NANCY JONES	SPORTS SERVS	02015382	14001003	SPORTS SUPPORT SERVICES		03/31/15	243818	150.00-
KIRKSEY, NANCY JONES								
Sum								150.00-
00002 LANCASTER'S MACHINE & WE	22149	00150634	14000960	DECK REPR U#15517		03/31/15	243822	180.00-
00002 LANCASTER'S MACHINE & WE	22156	00150672	14000970	REPRS U#18556 TRAILER		03/31/15	243822	158.00-
LANCASTER'S MACHINE & WE								
Sum								338.00-
00002 LINDSEY, TABORIS	OFFICIAL 3/1	02015381	14000984	OFFICIAL-BASKETBALL		03/31/15	243826	275.00-
LINDSEY, TABORIS								
Sum								275.00-
00002 LOCKE, JACKIE W	OFFICIAL 3/1	02015381	14000985	OFFICIAL-BASKETBALL		03/31/15	243827	750.00-
LOCKE, JACKIE W								
Sum								750.00-
00002 M M C MATERIALS INC	362366	00150335	14000949	CONCRETE ART SCULPTURES		03/31/15	243830	145.00-
M M C MATERIALS INC								
Sum								145.00-
00002 MCFARLAND, MARQUIS	OFFICIAL 3/1	02015381	14000986	OFFICIAL-BASKETBALL		03/31/15	243838	275.00-
MCFARLAND, MARQUIS								
Sum								275.00-
00002 MCMILLAN, BRODERICK	SPORTS SERVS	02015382	14001004	SPORTS SUPPORT SERVICES		03/31/15	243839	49.00-
MCMILLAN, BRODERICK								
Sum								49.00-

00002	MIKE'S TIRE & WHEEL CO	2179793	00150442	14000933	RPLCMNT TIRES MOWER	03/31/15	243842	70.14-
00002	MIKE'S TIRE & WHEEL CO	2179864	00150486	14000947	TRAILER TIRE	03/31/15	243842	79.51-
00002	MIKE'S TIRE & WHEEL CO	2179971	00150644	14000959	TRAILER TIRE	03/31/15	243842	99.81-
00002	MIKE'S TIRE & WHEEL CO	2180025	00150700	14000971	TIRE/RIM U#9484 TRAILER	03/31/15	243842	107.89-
MIKE'S TIRE & WHEEL CO								
Sum								357.35-
00002	MISSISSIPPI AG COMPANY,	W63101	00150010	14000934	CLUTCH REPR U#13264	03/31/15	243844	4,385.22-
MISSISSIPPI AG COMPANY,								
Sum								4,385.22-
00002	MITCHELL TOOL SALES & SE	92339	00150471	14000943	DRILL BALLFLD PAINT MIXING	03/31/15	243845	215.00-
MITCHELL TOOL SALES & SE								
Sum								215.00-
00002	MOTT, ANDREW	OFFICIAL 3/1	02015381	14000987	OFFICIAL-BASKETBALL	03/31/15	243848	575.00-
MOTT, ANDREW								
Sum								575.00-
00002	MS POWER COMPANY	3/15 PKS/REC	00201512	14000962	MNTHLY ELEC-PARKS & REC	03/31/15	243852	13,568.09-
MS POWER COMPANY								
Sum								13,568.09-
00002	PAICELY, DONTE	OFFICIAL 3/1	02015381	14000988	OFFICIAL-BASKETBALL	03/31/15	243864	200.00-
PAICELY, DONTE								
Sum								200.00-
00002	PATE, JERRY TURF & IRRIG	I1753463	00149864	14000939	REPR PTS INFIELD RAKE	03/31/15	243867	254.31-
00002	PATE, JERRY TURF & IRRIG	I1753590	00149864	14000940	REPR PTS INFIELD RAKE	03/31/15	243867	9.62-
00002	PATE, JERRY TURF & IRRIG	I1754589	00149864	14000941	REPR PTS INFIELD RAKE	03/31/15	243867	2.31-
PATE, JERRY TURF & IRRIG								
Sum								266.24-
00002	PHILLIPS BARK PROCESSING	107764	00150394	14000951	HARDWOOD MULCH CITY WIDE USE	03/31/15	243872	1,337.50-
00002	PHILLIPS BARK PROCESSING	107627	00150132	14000967	PLAYGRND SAFETY MULCH	03/31/15	243872	1,870.00-
00002	PHILLIPS BARK PROCESSING	107810	00150132	14000968	PLAYGRND SAFETY MULCH	03/31/15	243872	1,870.00-
PHILLIPS BARK PROCESSING								
Sum								5,077.50-
00002	PIONEER MANUFACTURING CO	INV544465	00149925	14001010	BALLFIELD MARKING PAINT	03/31/15	243876	3,470.00-
PIONEER MANUFACTURING CO								
Sum								3,470.00-
00002	PORTER, JAMAL	SPORTS SERVS	02015382	14001005	SPORTS SUPPORT SERVICES	03/31/15	243878	224.00-
PORTER, JAMAL								
Sum								224.00-
00002	POWELL, RANDY	SPORTS SERVS	02015382	14001006	SPORTS SUPPORT SERVICES	03/31/15	243879	245.00-
POWELL, RANDY								
Sum								245.00-

00002 ROBINSON, MARVIN	OFFICIAL 3/1	02015381	14000989	OFFICIAL-BASKETBALL		03/31/15	243891	50.00-
ROBINSON, MARVIN								
Sum								50.00-
00002 SANFORD, JOHN L JR INC	047481	00149139	14001016	BALLFLD MIX VARI PARKS		03/31/15	243896	960.00-
SANFORD, JOHN L JR INC								
Sum								960.00-
00002 SOUTHERN MS PINE STRAW	9276	00150131	14000952	PINE STRAW CHAIN PARK		03/31/15	243907	375.00-
SOUTHERN MS PINE STRAW								
Sum								375.00-
00002 SOUTHERN PIPE & SUPPLY C	8436716-00	00150108	14000937	PLUMB SUPP TATUM SB RESTROOMS		03/31/15	243909	163.92-
00002 SOUTHERN PIPE & SUPPLY C	8360258-00	00150114	14000938	WATER DRINKING HOSES FESTIVAL		03/31/15	243909	847.02-
SOUTHERN PIPE & SUPPLY C								
Sum								1,010.94-
00002 SPEEDY PRINTING & SIGNS	20549	00150392	14000973	FIELD MARKER SIGNS TIMBERTON		03/31/15	243911	2,256.00-
00002 SPEEDY PRINTING & SIGNS	20567	00150468	14000974	SIGNS DAHMER WLK TRL/FLD #2		03/31/15	243911	695.00-
SPEEDY PRINTING & SIGNS								
Sum								2,951.00-
00002 TERRELL, WINSTON	OFFICIAL 3/1	02015381	14000990	OFFICIAL-BASKETBALL		03/31/15	243916	425.00-
TERRELL, WINSTON								
Sum								425.00-
00002 THOMPSON, JESSE	OFFICIAL 3/1	02015381	14000991	OFFICIAL-BASKETBALL		03/31/15	243917	50.00-
THOMPSON, JESSE								
Sum								50.00-
00002 VARNADO, ALEXZANDRIA	SPORTS SERVS	02015382	14001007	SPORTS SUPPORT SERVICES		03/31/15	243926	133.00-
VARNADO, ALEXZANDRIA								
Sum								133.00-
00002 VARNADO, UNDRA	SPORTS SERVS	02015382	14001008	SPORTS SUPPORT SERVICES		03/31/15	243927	217.00-
VARNADO, UNDRA								
Sum								217.00-
00002 VESELY'S NURSERY	PO#150714 3/	00150714	14000965	GRASS SOD TOWN SQUARE PARK		03/31/15	243929	125.00-
00002 VESELY'S NURSERY	PO#150729 3/	00150729	14000966	GRASS SOD CITY WIDE USE		03/31/15	243929	125.00-
VESELY'S NURSERY								
Sum								250.00-
00002 WHEELER, CURTIS	SPORTS SERVS	02015382	14001009	SPORTS SUPPORT SERVICES		03/31/15	243937	448.00-
WHEELER, CURTIS								
Sum								448.00-

00002	WILLMUT GAS & OIL COMPAN	3/15	PARKS/R	00201512	14000975	MNTHLY GAS-PARKS & REC	03/31/15	243940	463.69-

WILLMUT GAS & OIL COMPAN

Sum	463.69-
Sum	114,298.35-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
HATT.MUNICIPAL FIRE PROTECTION							
00005 BUCKEYE FIRE EQUIPMENT C	446174	00149765	14000020	FIRE FIGHTING FOAM	03/31/15	243720	13,600.00-
BUCKEYE FIRE EQUIPMENT C							
Sum							13,600.00-
Sum							13,600.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PAYROLL FUND							
00006 ACCEPTANCE LOAN COMPANY	5994	02015105	14000325	GARNISHMENT	03/24/15	19707	288.03-
ACCEPTANCE LOAN COMPANY							
Sum							288.03-
00006 ALWAYSCARE	03/2015	00201599	14000293	PREMIUM DUE 4/15 COVERAGE	03/20/15	19676	3,543.12-
ALWAYSCARE							
Sum							3,543.12-
00006 AUTOMATED COLLECTION SER	5257	02015105	14000323	GARNISHMENT	03/24/15	19705	151.26-
AUTOMATED COLLECTION SER							
Sum							151.26-
00006 BENEFIT PAYMENT CONTROL	4292	02015105	14000316	GARNISHMENT	03/24/15	19698	332.88-
BENEFIT PAYMENT CONTROL							
Sum							332.88-
00006 CHILD SUPPORT ENFORCEMEN	3871	02015103	14000308	CHILD SUPPORT	03/20/15	19690	200.00-
CHILD SUPPORT ENFORCEMEN							
Sum							200.00-
00006 FORREST CTY CHANCERY COU	03/2015	02015102	14000300	CHILD SUPPORT	03/20/15	19683	934.00-
FORREST CTY CHANCERY COU							
Sum							934.00-
00006 FORREST GENERAL HOSPITAL	0189	02015105	14000320	GARNISHMENT	03/24/15	19702	336.09-
FORREST GENERAL HOSPITAL							
Sum							336.09-
00006 GAYLE SMITH	4645	02015103	14000312	CHILD SUPPORT	03/20/15	19694	303.38-
GAYLE SMITH							
Sum							303.38-
00006 HENLEY, LOTTERHOS & HENL	9998,7601,58	02015105	14000315	GARNISHMENT	03/24/15	19697	963.13-
HENLEY, LOTTERHOS & HENL							
Sum							963.13-
00006 INTERNAL REVENUE SERVICE	9998	00201598	14000302	GARNISHMENT	03/20/15	19684	50.00-
00006 INTERNAL REVENUE SERVICE	6062	00201598	14000303	GARNISHMENT	03/20/15	19685	50.00-
00006 INTERNAL REVENUE SERVICE	8908	00201598	14000304	GARNISHMENT	03/20/15	19686	50.00-
INTERNAL REVENUE SERVICE							
Sum							150.00-

00006 JOHN R REEVES PC (CHILD	6467	02015103	14000310	CHILD SUPPORT	03/20/15	19692	150.00-
JOHN R REEVES PC (CHILD							
Sum							150.00-
00006 JOHNSON, JOEL (GARN)	0597	02015105	14000326	GARNISHMENT	03/24/15	19708	150.56-
JOHNSON, JOEL (GARN)							
Sum							150.56-
00006 LAMAR CTY CHANCERY CLERK	0935	02015103	14000306	CHILD SUPPORT	03/20/15	19688	540.00-
LAMAR CTY CHANCERY CLERK							
Sum							540.00-
00006 MABRY, ANDREA (GARN)	J C MABRY CA	02015103	14000313	CHILD SUPPORT	03/20/15	19695	443.20-
MABRY, ANDREA (GARN)							
Sum							443.20-
00006 MAGNOLIA CREDIT CORP (GA	9388	02015105	14000321	GARNISHMENT	03/24/15	19703	135.43-
MAGNOLIA CREDIT CORP (GA							
Sum							135.43-
00006 MCGHEE,PATRICK (GARN)	7318	02015105	14000331	GARNISHMENT	03/24/15	19713	274.99-
MCGHEE,PATRICK (GARN)							
Sum							274.99-
00006 MENDELSON LAW FIRM (GARN	9018,9591	02015105	14000328	GARNISHMENT	03/24/15	19710	247.46-
MENDELSON LAW FIRM (GARN							
Sum							247.46-
00006 NEBRASKA CHILD SUPPORT (	4840	02015103	14000311	CHILD SUPPORT	03/20/15	19693	250.00-
NEBRASKA CHILD SUPPORT (							
Sum							250.00-
00006 NYS CHILD SUPPORT PROCES	8886	02015103	14000309	CHILD SUPPORT	03/20/15	19691	964.00-
NYS CHILD SUPPORT PROCES							
Sum							964.00-
00006 PIKCO FINANCE INC HBURG	5531	02015105	14000318	GARNISHMENT	03/24/15	19700	510.27-
PIKCO FINANCE INC HBURG							
Sum							510.27-
00006 REPUBLIC FINANCE INC (G	0099	02015105	14000317	GARNISHMENT	03/24/15	19699	255.40-
REPUBLIC FINANCE INC (G							
Sum							255.40-
00006 RICHLAND COUNTY FAMILY C	4941	02015103	14000307	CHILD SUPPORT	03/20/15	19689	91.88-
RICHLAND COUNTY FAMILY C							
Sum							91.88-

00006 STOKES & CLINTON PC (GAR	5621	02015105 14000319 GARNISHMENT		03/24/15	19701	247.09-
STOKES & CLINTON PC (GAR						
Sum						247.09-
00006 WILKINSON LAW FIRM,P.C.	8117	02015105 14000330 GARNISHMENT		03/24/15	19712	121.92-
WILKINSON LAW FIRM,P.C.						
Sum						121.92-
00006 WISE, KAREN (GARN)	6480	02015105 14000332 GARNISHMENT		03/24/15	19714	27.64-
WISE, KAREN (GARN)						
Sum						27.64-
00006 YOUNG WELLS WILLIAMS, PA	8588	02015105 14000329 YOUNG WELLS WILLIAMS, PA		03/24/15	19711	402.79-
YOUNG WELLS WILLIAMS, PA						
Sum						402.79-
Sum						12,014.52-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER OPERATION/MAINT.							
00009 ADVANCED JANITORIAL SERV	20480 WTR BI	00150792	14000962	SERVS 3/15 WTR BILLING OFFICE	03/31/15	243682	495.00-
ADVANCED JANITORIAL SERV							
Sum							495.00-
00009 BIG 10 TIRE COMPANY INC	12680	00149751	14000910	WEATHER GUARD U#20054 SEWER	03/31/15	243705	919.99-
BIG 10 TIRE COMPANY INC							
Sum							919.99-
00009 BLOSSMAN GAS INC	559932	00149999	14000889	FORKLIFT CYLINDERS WTR PLT	03/31/15	243709	360.00-
BLOSSMAN GAS INC							
Sum							360.00-
00009 BODY TECH INC	11124	00150492	14000904	TOWING U#9743 TRANS	03/31/15	243710	60.00-
BODY TECH INC							
Sum							60.00-
00009 BONNER ANALYTICAL TESTIN	57823	00145116	14000908	NORTH LAGOON PERMIT RNWL 2014	03/31/15	243711	5,116.00-
00009 BONNER ANALYTICAL TESTIN	57824	00147630	14000919	2014 PERMIT RNWL SOUTH LAGOON	03/31/15	243711	9,811.63-
00009 BONNER ANALYTICAL TESTIN	57875	00150717	14000948	NPDES MONITORING 3/15 LAGOONS	03/31/15	243711	885.82-
00009 BONNER ANALYTICAL TESTIN	57914	00150737	14000968	FORM 2A PERMIT NORTH LAGOON	03/31/15	243711	250.00-
BONNER ANALYTICAL TESTIN							
Sum							16,063.45-
00009 C SPIRE WIRELESS (CELLUL	2/23/15-3/22	02015379	14000949	CELL SERV 3/15 W&SO&M	03/31/15	243722	708.58-
C SPIRE WIRELESS (CELLUL							
Sum							708.58-
00009 CARQUEST AUTO PARTS STOR	14758-44275	00150061	14000891	REPR PTS U#19777 LAGOON	03/31/15	243725	35.70-
00009 CARQUEST AUTO PARTS STOR	14758-45026	00150402	14000892	REPR PTS U#14702 LAGOON	03/31/15	243725	288.90-
00009 CARQUEST AUTO PARTS STOR	14758-44775	00150293	14000959	REPR PTS U#13510 PLANT	03/31/15	243725	115.36-
00009 CARQUEST AUTO PARTS STOR	14758-45534	00150607	14000961	BRAKE REPR PTS U#14691 SEWER	03/31/15	243725	124.59-
CARQUEST AUTO PARTS STOR							
Sum							564.55-
00009 CENTRAL PIPE SUPPLY INC	S100002918.0	00148685	14000894	HAND TOOLS WTR SERVICE MEN	03/31/15	243729	212.80-
00009 CENTRAL PIPE SUPPLY INC	S100002923.0	00148685	14000895	HAND TOOLS WTR SERVICE MEN	03/31/15	243729	442.50-
00009 CENTRAL PIPE SUPPLY INC	S100002918.0	00148685	14000896	HAND TOOLS WTR SERVICE MEN	03/31/15	243729	21.00-
00009 CENTRAL PIPE SUPPLY INC	S100011005.0	00150536	14000939	PLUMB SUPP TRANS STOCK	03/31/15	243729	3,044.80-
00009 CENTRAL PIPE SUPPLY INC	S100007024.0	00149612	14000950	PLUMB SUPP TRANS STOCK	03/31/15	243729	7,832.88-
00009 CENTRAL PIPE SUPPLY INC	S100007024.0	00149612	14000969	PIPE SUPP WTR TRANS	03/31/15	243729	364.50-
CENTRAL PIPE SUPPLY INC							
Sum							11,918.48-

00009 CERTIFIED LABORATORIES	1836094	00150182	14000898	CHEMICALS LAGOONS	03/31/15	243731	20,942.55-
00009 CERTIFIED LABORATORIES	1838822	00150332	14000905	CHEMICALS WTR PLANT	03/31/15	243731	771.00-
CERTIFIED LABORATORIES							
Sum							21,713.55-
00009 CITY OF HATTIESBURG FUND TRF 2ND 3/15	02015370	14000893		TRF 2ND 3/15 PAYROLL	03/18/15	21850	101,229.53-
CITY OF HATTIESBURG FUND							
Sum							101,229.53-
00009 COBURN'S SUPPLY CO INC	607659684(A)	00149614	14000887	PLUMB SUPP TRANS STOCK	03/31/15	243734	455.00-
00009 COBURN'S SUPPLY CO INC	607659684(B)	00149986	14000888	ADDL AMT DUE PO#149614	03/31/15	243734	76.00-
00009 COBURN'S SUPPLY CO INC	607741460	00150519	14000951	A/C MINI SPLIT SEWER DEPT	03/31/15	243734	166.82-
COBURN'S SUPPLY CO INC							
Sum							697.82-
00009 CONSOLIDATED PIPE & SPLY	0451454-000-	00150514	14000960	PLUMB SUPP SEWER DEPT	03/31/15	243740	777.60-
CONSOLIDATED PIPE & SPLY							
Sum							777.60-
00009 CONTROL SYSTEMS INC	49983(A)	00146804	14000915	REPR CONTROLS TURTLE CRK CRSS	03/31/15	243741	2,500.00-
00009 CONTROL SYSTEMS INC	49983(B)	00150541	14000916	ADDL AMT DUE PO#146804	03/31/15	243741	552.50-
00009 CONTROL SYSTEMS INC	50496	00150499	14000940	ELEC SUPP WTR PLT #2	03/31/15	243741	224.64-
00009 CONTROL SYSTEMS INC	50486	00149918	14000944	REPRS RICHBURG HILLS STA	03/31/15	243741	4,950.00-
CONTROL SYSTEMS INC							
Sum							8,227.14-
00009 D P C ENTERPRISES LP	212000452-15	00150446	14000967	CHEMICALS SOUTH LAGOON	03/31/15	243746	2,964.00-
D P C ENTERPRISES LP							
Sum							2,964.00-
00009 DATALINE ASSOCIATES	PCM29390(A)	00150226	14000884	PRINTER SUPP WTR BILLING	03/31/15	243748	358.00-
00009 DATALINE ASSOCIATES	PCM29390(B)	00150233	14000885	PRICE INCREASE PO#150226	03/31/15	243748	40.00-
DATALINE ASSOCIATES							
Sum							398.00-
00009 DIXIE COMMUNITY UTILITY	SEWER BILLIN	00150802	14000963	SEWER BILLING REPORT 2/15	03/31/15	243751	316.25-
DIXIE COMMUNITY UTILITY							
Sum							316.25-
00009 EATON, KERMAS	PETTY CASH 1	00150748	14000954	PETTY CASH W&SO&M	03/31/15	243758	40.99-
EATON, KERMAS							
Sum							40.99-
00009 EMPIRE TRUCK SALES (H'BU	RE006020594:	00150079	14000911	REPRS U#13176 SEWER	03/31/15	243764	647.56-
EMPIRE TRUCK SALES (H'BU							
Sum							647.56-
00009 FASTENAL COMPANY	MSHAT179020	00149755	14000890	PLUMB SUPP SEWER DEPT	03/31/15	243767	3,774.43-
FASTENAL COMPANY							
Sum							3,774.43-

00009 G & K SERVICES	1035586139	00150794	14000965	UNIFORMS 3/10 WTR SERVICEMEN	03/31/15	243773	20.01-
00009 G & K SERVICES	1035588315	00150794	14000966	UNIFORMS 3/17 WTR SERVICEMEN	03/31/15	243773	20.01-
G & K SERVICES							
Sum							40.02-
00009 GILLILANDS ELECTRONICS S	59307	00150614	14000957	OUTSIDE MIC/SPKR WTR BILLING	03/31/15	243777	322.50-
00009 GILLILANDS ELECTRONICS S	59237	00150791	14000964	ALARM SRV 4/22-7/22 WTR OFFC	03/31/15	243777	90.00-
GILLILANDS ELECTRONICS S							
Sum							412.50-
00009 IRBY, STUART C CO	S008832582.0	00150250	14000899	ELEC SUPP SOUTH LAGOON	03/31/15	243806	1,447.60-
00009 IRBY, STUART C CO	S008832582.0	00150250	14000900	ELEC SUPP SOUTH LAGOON	03/31/15	243806	2,093.22-
00009 IRBY, STUART C CO	S008835267.0	00150251	14000901	ELEC SUPP LAGOONS	03/31/15	243806	672.70-
IRBY, STUART C CO							
Sum							4,213.52-
00009 L & A CONTRACTING CO	483-025	00150553	14000918	AERATOR MAINT 3/2-13 LAGOONS	03/31/15	243819	24,682.50-
L & A CONTRACTING CO							
Sum							24,682.50-
00009 LANCASTER'S MACHINE & WE	22098	00149410	14000941	FLORIDE MACHINE REPR PLT #1	03/31/15	243822	100.00-
00009 LANCASTER'S MACHINE & WE	22154	00149656	14000942	TUBING W/HOLES SOUTH LAGOON	03/31/15	243822	1,200.00-
LANCASTER'S MACHINE & WE							
Sum							1,300.00-
00009 MAC PAPERS	361179(B)	00150148	14000883	COPY PAPER WTR OFFICE	03/31/15	243831	160.92-
MAC PAPERS							
Sum							160.92-
00009 MIKE'S TIRE & WHEEL CO	2179722	00150345	14000897	TIRE U#12486 BACKHOE TRANS	03/31/15	243842	142.85-
00009 MIKE'S TIRE & WHEEL CO	2179970	00150642	14000943	TIRE U#18564 TIRE REPR U20054	03/31/15	243842	198.88-
MIKE'S TIRE & WHEEL CO							
Sum							341.73-
00009 MS POWER COMPANY	3/15 W&SO&M	00201512	14000946	MNTHLY ELEC-W&SO&M	03/31/15	243852	97,667.63-
MS POWER COMPANY							
Sum							97,667.63-
00009 NEWELL PAPER COMPANY	836857	00150101	14000886	JANIT SUPP WTR BILLING OFFICE	03/31/15	243860	479.04-
NEWELL PAPER COMPANY							
Sum							479.04-
00009 PEARL RIVER VALLEY EPA (	3/15 W&SO&M	00201512	14000952	MNTHLY 3/15 PUBLIC SERVICES	03/31/15	243870	381.25-
PEARL RIVER VALLEY EPA (							
Sum							381.25-
00009 RAWLS SPRINGS UTILITY DI	SEWER BILLIN	00150570	14000909	SEWER BILLING REPORT 2/15	03/31/15	243883	166.00-
RAWLS SPRINGS UTILITY DI							
Sum							166.00-

00009	RICOH CORP	5035005684 W	00150741	14000947	PRODUCTION PRINTER CHARGES	03/31/15	243886	178.72-
RICOH CORP								
Sum								178.72-
00009	RJM MCQUEEN CONTRACTING	873	00150556	14000913	SRVS WSF TATUM PUMP STA	03/31/15	243889	6,537.50-
00009	RJM MCQUEEN CONTRACTING	874	00150556	14000914	LIGHT REPR EAST LAUREL STA	03/31/15	243889	2,937.28-
RJM MCQUEEN CONTRACTING								
Sum								9,474.78-
00009	ROGERS-DABBS CHEVROLET H	57581	00148316	14000958	2015 TRUCK U#20108 WTR TRANS	03/31/15	243892	20,772.00-
ROGERS-DABBS CHEVROLET H								
Sum								20,772.00-
00009	S & N AIROFLO INC	16020	00148674	14000906	MOTORS LAGOONS	03/31/15	243894	12,907.80-
00009	S & N AIROFLO INC	16055	00148674	14000907	FLOATS LAGOONS	03/31/15	243894	7,243.50-
S & N AIROFLO INC								
Sum								20,151.30-
00009	SCOGGINS PUMP REPAIR	9663	00149819	14000917	REPRS SHADOWWOOD LIFT STA	03/31/15	243897	3,496.00-
SCOGGINS PUMP REPAIR								
Sum								3,496.00-
00009	SIGNS FIRST	H-47976	00148845	14000912	INSTALL LETTERS VARI SWR UNTS	03/31/15	243899	298.71-
SIGNS FIRST								
Sum								298.71-
00009	SOUTHERN PINE ELECTRIC P	3/15 W&SO&M	00201512	14000945	MNTHLY 3/15 PUBLIC SERVICES	03/31/15	243908	951.85-
SOUTHERN PINE ELECTRIC P								
Sum								951.85-
00009	SPEEDY PRINTING & SIGNS	20536	00150286	14000956	DOOR HANGERS WTR BILLING	03/31/15	243911	185.00-
SPEEDY PRINTING & SIGNS								
Sum								185.00-
00009	STANDARD OFFICE SUPPLY C	0051416-001	00150230	14000955	OFFICE SUPP WTR BILLING OFFC	03/31/15	243912	509.79-
STANDARD OFFICE SUPPLY C								
Sum								509.79-
00009	WARREN PAVING INC	18446MB	00147523	14000920	HOT MIX ASPHALT PUBLIC WORKS	03/31/15	243932	193.55-
00009	WARREN PAVING INC	18514MB	00147523	14000921	HOT MIX ASPHALT PUBLIC WORKS	03/31/15	243932	1,331.59-
00009	WARREN PAVING INC	18573MB	00147523	14000922	HOT MIX ASPHALT PUBLIC WORKS	03/31/15	243932	3,366.94-
00009	WARREN PAVING INC	18636MB	00147523	14000923	HOT MIX ASPHALT PUBLIC WORKS	03/31/15	243932	2,595.19-
00009	WARREN PAVING INC	18714MB	00147523	14000924	HOT MIX ASPHALT WTR DEPT	03/31/15	243932	812.18-
00009	WARREN PAVING INC	18715MB	00147523	14000925	HOT MIX ASPHALT WTR DEPT	03/31/15	243932	248.06-
00009	WARREN PAVING INC	18716MB	00147523	14000926	HOT MIX ASPHALT WTR DEPT	03/31/15	243932	366.89-
00009	WARREN PAVING INC	18717MB	00147523	14000927	HOT MIX ASPHALT WTR DEPT	03/31/15	243932	455.09-
00009	WARREN PAVING INC	18718MB	00147523	14000928	HOT MIX ASPHALT WTR DEPT	03/31/15	243932	384.05-
00009	WARREN PAVING INC	18800MB	00147523	14000929	HOT MIX ASPHALT WTR DEPT	03/31/15	243932	377.91-
00009	WARREN PAVING INC	18851MB	00147523	14000930	HOT MIX ASPHALT WTR DEPT	03/31/15	243932	181.91-
00009	WARREN PAVING INC	18920MB	00147523	14000931	HOT MIX ASPHALT WTR DEPT	03/31/15	243932	1,571.06-
00009	WARREN PAVING INC	18979MB	00147523	14000932	HOT MIX ASPHALT WTR DEPT	03/31/15	243932	3,117.02-

00009	WARREN PAVING INC	19039MB	00147523	14000933	HOT MIX ASPHALT WTR DEPT	03/31/15	243932	1,997.39-
00009	WARREN PAVING INC	19126MB	00147523	14000934	HOT MIX ASPHALT WTR DEPT	03/31/15	243932	2,649.01-
00009	WARREN PAVING INC	19185MB	00147523	14000935	HOT MIX ASPHALT WTR DEPT	03/31/15	243932	2,476.34-
00009	WARREN PAVING INC	19252MB	00147523	14000936	HOT MIX ASPHALT WTR DEPT	03/31/15	243932	961.02-
00009	WARREN PAVING INC	19312MB	00147523	14000937	HOT MIX ASPHALT WTR DEPT	03/31/15	243932	1,288.71-
00009	WARREN PAVING INC	19355MB	00147523	14000938	HOT MIX ASPHALT WTR DEPT	03/31/15	243932	124.34-
								---
WARREN PAVING INC								
Sum								24,498.25-
00009	WILLMUT GAS & OIL COMPAN	3/15 W&SO&M	00201512	14000953	MNTHLY GAS-W&SO&M	03/31/15	243940	839.62-
								---
WILLMUT GAS & OIL COMPAN								
Sum								839.62-

Sum								383,078.05-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER FUND							
00011 AINSWORTH, NICHOLAS	METER DEP RF	02015361	14000343	METER DEP RFD	03/31/15	243684	33.74-
AINSWORTH, NICHOLAS							
Sum							33.74-
00011 ARRINGTON, DONYAH	METER DEP RF	02015361	14000339	METER DEP RFD	03/31/15	243693	2.22-
ARRINGTON, DONYAH							
Sum							2.22-
00011 BIG STAR # 519	METER DEP RF	02015361	14000335	METER DEP RFD	03/31/15	243704	4.67-
BIG STAR # 519							
Sum							4.67-
00011 CONESTOGA FAMILY STEAK H	WTR OVRPMT R	02015378	14000348	WTR OVRPMT RFD	03/31/15	243739	2,119.27-
CONESTOGA FAMILY STEAK H							
Sum							2,119.27-
00011 DUCKSWORTH, LELLAND	METER DEP RF	02015361	14000341	METER DEP RFD	03/31/15	243754	33.74-
DUCKSWORTH, LELLAND							
Sum							33.74-
00011 EVANS, MAURICE	WTR OVRPMT R	02015380	14000351	WTR OVRPMT RFD	03/31/15	243765	33.74-
EVANS, MAURICE							
Sum							33.74-
00011 HARTFIELD, CHATARA RENEE	WATER RFD AC	02015371	14000347	WATER OVERPAYMENT RFD	03/31/15	243790	82.70-
HARTFIELD, CHATARA RENEE							
Sum							82.70-
00011 HINES, JERRY JOE	METER DEP RF	02015361	14000338	METER DEP RFD	03/31/15	243793	33.74-
HINES, JERRY JOE							
Sum							33.74-
00011 HOLCOMB, DANIEL	METER DEP RF	02015361	14000342	METER DEP RFD	03/31/15	243794	33.74-
HOLCOMB, DANIEL							
Sum							33.74-
00011 LA QUINTA INN(MIS ENTERP	METER DEP RF	02015361	14000336	METER DEP RFD	03/31/15	243820	400.00-
LA QUINTA INN(MIS ENTERP							
Sum							400.00-
00011 LAMPE, BRUCE	METER DEP RF	02015361	14000340	METER DEP RFD	03/31/15	243821	33.74-
LAMPE, BRUCE							
Sum							33.74-

00011 LINDSEY, CYNTHIA A	METER DEP RF	02015361	14000344	METER DEP RFD	03/31/15	243825	33.74-
LINDSEY, CYNTHIA A							
Sum							33.74-
00011 LOGAN, TRACEY	METER DEP RF	02015361	14000334	METER DEP RFD	03/31/15	243828	40.00-
LOGAN, TRACEY							
Sum							40.00-
00011 MAY, AMANDA J	WTR OVRPMT R	02015380	14000352	WTR OVRPMT RFD	03/31/15	243834	33.74-
MAY, AMANDA J							
Sum							33.74-
00011 MONTGOMERY, DANIELLE B	WTR OVRPMT R	02015380	14000349	WTR OVRPMT RFD	03/31/15	243847	33.74-
MONTGOMERY, DANIELLE B							
Sum							33.74-
00011 NETWORK SERVICES (NSI)	10201490000	02015365	14000333	WATER COLLECTIONS FEES	03/31/15	243859	485.64-
NETWORK SERVICES (NSI)							
Sum							485.64-
00011 PARKER JOSEPH1	METER DEP RF	02015361	14000346	METER DEP RFD	03/31/15	243866	75.00-
PARKER JOSEPH1							
Sum							75.00-
00011 REUBEN HAWKINS	WTR OVRPMT R	02015380	14000350	WTR OVRPMT RFD	03/31/15	243885	50.74-
REUBEN HAWKINS							
Sum							50.74-
00011 SHOEMAKER PROP 315 VENET	METER DEP RF	02015361	14000345	METER DEP RFD	03/31/15	243898	75.00-
SHOEMAKER PROP 315 VENET							
Sum							75.00-
00011 SISK, LAURA	METER DEP RF	02015361	14000337	METER DEP RFD	03/31/15	243900	26.48-
SISK, LAURA							
Sum							26.48-
Sum							3,665.38-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
POLICE FORFEITURES FUND							
00019 SACKS OUTDOOR SUPPLY	18571	00147163	14000035	TACTICAL PANTS PAL OFFICERS	03/31/15	243895	294.00-
SACKS OUTDOOR SUPPLY							
Sum							294.00-
Sum							294.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
AIRPORT IMPROVEMENT FUND							
00039 ARE CONSULTANTS INC	131105W	00150701	14000018	SERVS 3/8-24/15 RUNWAY 13-31	03/31/15	243692	2,955.02-
ARE CONSULTANTS INC							
Sum							2,955.02-
Sum							2,955.02-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MUNICIPAL ROAD & BRIDGE							
00072 DEWS, C L & SONS FOUNDRY	250467	00149600	14000094	ADA HANDRAILS FRONT ST	03/31/15	243749	4,900.00-
DEWS, C L & SONS FOUNDRY							
Sum							4,900.00-
00072 JACKSON BOWMAN & ARRINGT	56716	00150474	14000090	SERVS 4TH ST PHASE II PROJECT	03/31/15	243807	510.50-
JACKSON BOWMAN & ARRINGT							
Sum							510.50-
00072 NEEL-SCHAFFER INC	1025530-14-9	00150669	14000091	SRVS 2/15 LILLY BURNEY SRTS	03/31/15	243858	263.37-
00072 NEEL-SCHAFFER INC	1025529	00150670	14000092	SRVS 2/15 4TH ST PHASE II	03/31/15	243858	1,395.80-
00072 NEEL-SCHAFFER INC	1025531	00150682	14000093	SRVS 2/15 LONGLEAF/CHAIN PATH	03/31/15	243858	1,067.43-
00072 NEEL-SCHAFFER INC	1025537	00150681	14000095	SRVS 2/15 SRTS HAWKINS ELEM	03/31/15	243858	1,518.91-
00072 NEEL-SCHAFFER INC	1025536	00150674	14000096	SRVS 2/15 TUSCAN AVE PED IMPS	03/31/15	243858	1,395.74-
NEEL-SCHAFFER INC							
Sum							5,641.25-
Sum							11,051.75-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MASS TRANSIT FUND							
00073 ADVANCED CARPET CARE & R	13776	00150320	14000234	CLEAN CARPET IN OFFICE	03/31/15	243681	175.00-
ADVANCED CARPET CARE & R							
Sum							175.00-
00073 ADVANCED JANITORIAL SERV	20480 MASS T	00150792	14000247	SERVS 3/15 MASS TRANS OFFICE	03/31/15	243682	345.00-
ADVANCED JANITORIAL SERV							
Sum							345.00-
00073 C SPIRE WIRELESS (CELLUL	2/23/15-3/22	02015379	14000245	CELL SERV 3/15 MASS TRANSIT	03/31/15	243722	104.57-
C SPIRE WIRELESS (CELLUL							
Sum							104.57-
00073 CARQUEST AUTO PARTS STOR	14758-45217	00150470	14000239	BRAKE PADS U#17382	03/31/15	243725	72.66-
00073 CARQUEST AUTO PARTS STOR	14758-45607	00150559	14000240	REPR PTS VARI BUSES	03/31/15	243725	312.80-
00073 CARQUEST AUTO PARTS STOR	14758-45606	00150643	14000241	REPR PTS U#16760	03/31/15	243725	255.64-
CARQUEST AUTO PARTS STOR							
Sum							641.10-
00073 CITY OF HATTIESBURG FUND	TRF 2ND 3/15	02015370	14000233	TRF 2ND 3/15 PAYROLL	03/18/15	19669	26,860.13-
CITY OF HATTIESBURG FUND							
Sum							26,860.13-
00073 DOSSETT PONTIAC CADILLAC	28251	00150235	14000236	REPR PTS U#16761 BUS	03/31/15	243753	63.03-
00073 DOSSETT PONTIAC CADILLAC	28625	00150712	14000246	REPR PTS U#16760 BUS	03/31/15	243753	158.40-
DOSSETT PONTIAC CADILLAC							
Sum							221.43-
00073 ECOLANE USA INC	100567	00150572	14000237	GPS MNT 3/15-2/16 BUSES	03/31/15	243760	8,675.00-
ECOLANE USA INC							
Sum							8,675.00-
00073 EMPIRE TRUCK SALES (H'BU	RE006020728:	00150282	14000242	BRAKE REPR U#16235	03/31/15	243764	132.68-
00073 EMPIRE TRUCK SALES (H'BU	RE006020777:	00150475	14000243	REPRS U#16234 BUS	03/31/15	243764	3,883.01-
EMPIRE TRUCK SALES (H'BU							
Sum							4,015.69-
00073 JERRY'S AUTOMOTIVE REPAI	16609	00150755	14000250	REPRS U#16760 BUS	03/31/15	243809	388.15-
JERRY'S AUTOMOTIVE REPAI							
Sum							388.15-
00073 MS POWER COMPANY	3/15 MASS TR	00201512	14000244	MNTHLY ELEC-MASS TRANSIT	03/31/15	243852	1,786.73-
MS POWER COMPANY							
Sum							1,786.73-

00073 NEWELL PAPER COMPANY	835366	00149706	14000232 VAC/LINERS FOR BUSES	03/31/15	243860	583.76-
NEWELL PAPER COMPANY						
Sum						583.76-
00073 RYAN MOTORS INC	235025	00150302	14000235 OIL CHG/TIRE ROTATION U#17382	03/31/15	243893	68.25-
RYAN MOTORS INC						
Sum						68.25-
00073 SOUTHERN TIRE MART LLC	11098473	00150611	14000249 TIRES FOR BUSES	03/31/15	243910	3,349.96-
SOUTHERN TIRE MART LLC						
Sum						3,349.96-
00073 VERIZON WIRELESS	9742001000	00150795	14000248 GPS SERV 4/15 BUSES	03/31/15	243928	200.07-
VERIZON WIRELESS						
Sum						200.07-
00073 WATERS INTERNATIONAL TRU	8-250720049	00150463	14000231 REPR PTS U#18572 BUS	03/31/15	243934	124.94-
00073 WATERS INTERNATIONAL TRU	8-250780007	00150555	14000238 REPR PTS U#18572	03/31/15	243934	319.33-
WATERS INTERNATIONAL TRU						
Sum						444.27-
Sum						47,859.11-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND							
00077 C SPIRE WIRELESS (CELLUL	2/23/15-3/22	02015379	14000253	CELL SERV 3/15 COMM CNTRS	03/31/15	243722	49.63-
C SPIRE WIRELESS (CELLUL							
Sum							49.63-
00077 CITY OF HATTIESBURG FUND	TRF 2ND 3/15	02015370	14000247	TRF 2ND 3/15 PAYROLL	03/18/15	310437	20,155.26-
CITY OF HATTIESBURG FUND							
Sum							20,155.26-
00077 EATON, KERMAS	PETTY CASH 1	00150748	14000256	PETTY CASH COMM CNTRS	03/31/15	243757	81.19-
EATON, KERMAS							
Sum							81.19-
00077 G & K SERVICES	1035586106	00150788	14000257	UNIFORMS 3/10 COMM CNTRS	03/31/15	243773	26.15-
00077 G & K SERVICES	1035588282	00150788	14000258	UNIFORMS 3/17 COMM CNTRS	03/31/15	243773	26.15-
00077 G & K SERVICES	1035590473	00150788	14000259	UNIFORMS 3/24 COMM CNTRS	03/31/15	243773	57.03-
G & K SERVICES							
Sum							109.33-
00077 GREEN, ADINA (REFUND)	CE ROY CENTE	02015383	14000262	DAMAGE DEPOSIT REFUND	03/31/15	243781	100.00-
GREEN, ADINA (REFUND)							
Sum							100.00-
00077 MCELHANEY PLUMBING INC	225585	00149818	14000245	CABLE AUGER CE ROY KITCHEN	03/31/15	243837	24.95-
00077 MCELHANEY PLUMBING INC	225584	00149858	14000246	SEWER TAPE CE ROY KITCHEN	03/31/15	243837	59.95-
MCELHANEY PLUMBING INC							
Sum							84.90-
00077 MS FIRE & SAFETY OF HBUR	46544	00150516	14000254	FIRE HOOD CERTIF VARI CNTRS	03/31/15	243850	270.00-
MS FIRE & SAFETY OF HBUR							
Sum							270.00-
00077 MS MANUFACTURED HOSUING	SHERRILL CEN	02015383	14000265	DAMAGE DEPOSIT REFUND	03/31/15	243851	100.00-
MS MANUFACTURED HOSUING							
Sum							100.00-
00077 MS POWER COMPANY	3/15 COMM CN	00201512	14000252	MNTHLY ELEC-COMM CNTRS	03/31/15	243852	3,083.27-
MS POWER COMPANY							
Sum							3,083.27-
00077 MT OLIVE BAPTIST CHURCH	SHERRILL CEN	02015383	14000264	DAMAGE DEPOSIT REFUND	03/31/15	243855	100.00-
MT OLIVE BAPTIST CHURCH							
Sum							100.00-

00077 NEEL-SCHAFFER INC	1025530-13-2	00137287	14000249	FOUNDATION REPR SHERRILL CNTR	03/31/15	243858	553.07-
00077 NEEL-SCHAFFER INC	1025530-14-8	00146043	14000250	SHINGLE ROOF RENOVA SHERRILL	03/31/15	243858	100.58-
NEEL-SCHAFFER INC							
Sum							653.65-
00077 OFFICE DEPOT INC	1768219816	00150505	14000251	OFFICE SUPP COMM CNTRS	03/31/15	243862	143.53-
OFFICE DEPOT INC							
Sum							143.53-
00077 SOUTH MS BALLET THEATRE	SHERRILL CEN	02015383	14000260	DAMAGE DEPOSIT REFUND	03/31/15	243902	50.00-
00077 SOUTH MS BALLET THEATRE	SHERRILL CEN	02015383	14000261	DAMAGE DEPOSIT REFUND	03/31/15	243902	100.00-
SOUTH MS BALLET THEATRE							
Sum							150.00-
00077 SOUTHEAST MS RURAL HEALT	SHERRILL CEN	02015383	14000267	DAMAGE DEPOSIT REFUND	03/31/15	243903	200.00-
SOUTHEAST MS RURAL HEALT							
Sum							200.00-
00077 SOUTHERN CHRISTIAN SERVI	CE ROY CENTE	02015383	14000266	DAMAGE DEPOSIT REFUND	03/31/15	243904	100.00-
SOUTHERN CHRISTIAN SERVI							
Sum							100.00-
00077 STANDARD OFFICE SUPPLY C	0051706-001	00150503	14000248	COPY PAPER COMM CNTRS	03/31/15	243912	86.50-
STANDARD OFFICE SUPPLY C							
Sum							86.50-
00077 WILLMUT GAS & OIL COMPAN	3/15 COMM CN	00201512	14000255	MNTHLY GAS-COMM CNTRS	03/31/15	243940	651.66-
WILLMUT GAS & OIL COMPAN							
Sum							651.66-
00077 YOUNES, NAFIYAH (REFUND)	CULTURAL CEN	02015383	14000263	DAMAGE DEPOSIT REFUND	03/31/15	243942	150.00-
YOUNES, NAFIYAH (REFUND)							
Sum							150.00-
Sum							26,268.92-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY DEVELOP. BLOCK GRANT							
00082 BREAKTHROUGH COMMUNITY S	07	00150661	14000140	UTILITY ASSIST DRAW #7	03/23/15	310443	266.90-
00082 BREAKTHROUGH COMMUNITY S	03/09/15	00150662	14000142	1205 CC ,DRAW #7 REPLACE PIPES	03/23/15	310444	4,000.00-
BREAKTHROUGH COMMUNITY S							
Sum							4,266.90-
00082 C SPIRE WIRELESS (CELLUL	2/23/15-3/22	02015379	14000144	CELL SERV 3/15 CDBG	03/31/15	243722	31.99-
C SPIRE WIRELESS (CELLUL							
Sum							31.99-
00082 CARQUEST AUTO PARTS STOR	14758-44749	00150284	14000134	REPR PTS U#13262	03/31/15	243725	285.51-
CARQUEST AUTO PARTS STOR							
Sum							285.51-
00082 CITY OF HATTIESBURG FUND	TRF 2ND 3/15	02015370	14000135	TRF 2ND 3/15 PAYROLL	03/18/15	310438	8,933.89-
CITY OF HATTIESBURG FUND							
Sum							8,933.89-
00082 EATON, KERMAS	PETTY CASH 1	00150748	14000145	PETTY CASH CDBG	03/31/15	243756	59.89-
EATON, KERMAS							
Sum							59.89-
00082 FUELMAN OF MS	BG127044 NP4	00150440	14000133	FUEL CHG U#18711	03/31/15	243771	27.71-
FUELMAN OF MS							
Sum							27.71-
00082 HOLLIMON CONSTRUCTION	03/03/15	00150658	14000137	701 TUSCAN DRAW #7	03/23/15	310440	2,500.00-
00082 HOLLIMON CONSTRUCTION	03/17/15	00150659	14000138	701 TUSCAN CO#3&4	03/23/15	310441	2,240.00-
HOLLIMON CONSTRUCTION							
Sum							4,740.00-
00082 INDOFF INC	2597283	00150244	14000132	OFFICE SUPP CDBG/HOME PROGRAM	03/31/15	243802	930.13-
INDOFF INC							
Sum							930.13-
00082 MS STATE/ENVIRO QUAL-LEA	CERTIF RNWL	00150783	14000146	RECERTIF/RNWL R JORDAN	03/31/15	243853	150.00-
MS STATE/ENVIRO QUAL-LEA							
Sum							150.00-
00082 NORRIS CONSTRUCTION	470102	00150660	14000139	107 HARRELL ST CO#4	03/23/15	310442	550.00-
NORRIS CONSTRUCTION							
Sum							550.00-

00082 RJ YOUNG COMPANY	INV689584	00150636 14000143 TONER DELIVER FEE		03/31/15	243888	23.00-
RJ YOUNG COMPANY						
Sum						23.00-
Sum						19,999.02-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
INDUSTRIAL PARK DEVELOPMENT							
00087 WISE CARTER CHILD & CARA	175646	00150639	14000027	SERVS 2/15 GENERAL MATTERS	03/31/15	243941	1,910.95-
WISE CARTER CHILD & CARA							
Sum							1,910.95-
Sum							1,910.95-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
SPECIAL SALES TAX-T&A							
00107 H'BURG CONVENTION COMMIS	FOOD/BEVERAG	02015367	14000013	FOOD/BEVERAGE TAX 2/15	03/17/15	19666	370,450.97-
H'BURG CONVENTION COMMIS							
Sum							370,450.97-
00107 H'BURG TOURISM COMMISSIO	MOTEL SALES	02015366	14000012	MOTEL SALES TAX 02/15	03/17/15	19665	41,842.19-
H'BURG TOURISM COMMISSIO							
Sum							41,842.19-
Sum							412,293.16-
Grand Total Level							
Sum							2,789,426.52-

City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Meeting Agenda - Final

Tuesday, April 7, 2015

5:00 PM

Council Chambers

City Council - Amendments to the Agenda

Add Policy Agenda Item VI.- 13 at the request of the Administration as follows:

2015-1800 Authorize Mayor to request transfer of titles, or to bid if necessary, on City of Hattiesburg's behalf for 10-12 parcels of state-owned land located in the Twin Forks Rising Redevelopment District and offered for auction by the Secretary of State.

Attachments: Request for Bids or Titles

Amend Policy Agenda Item VI.-6 at the request of the Council to read as follows:

2015-1783 Authorize the Mayor and Fire Chief to execute joint contractual agreement between the Mississippi State Fire Academy (MSFA) and the Hattiesburg Fire Department to provide the Driver/Operator NFPA 1002: Pumper-Field Course, to be held at the Petal Fire Department April 6 - 20, 2015, for 6 students at a cost per student of $140.29, for a total cost $841.74 (nunc pro tunc).

Attachments: State Fire Academy MOU

executed State Fire Academy MOU

And, Remove Policy Agenda Item VI.-11 at the request of the Administration.

City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2015-1800

File ID: 2015-1800 **Type:** Regular Agenda Item **Status:** Agenda Ready

Version: 1 **Reference:** **In Control:** City Council

File Created: 04/07/2015

Brief Title: Authorize Mayor to request transfer of title or to bid on state-owned properties in Twin Forks District **Final Action:** 04/07/2015

Minute Book Number: MB2015-103

Title:

Authorize Mayor to request transfer of titles, or to bid if necessary, on City of Hattiesburg's behalf for 10-12 parcels of state-owned land located in the Twin Forks Rising Redevelopment District and offered for auction by the Secretary of State.

Notes:

Sponsors: **Enactment Date:**

Attachments: Request for Bids or Titles **Enactment Number:**

Contact: **Meeting Date:** 04/07/2015

Drafter: Debbie Bernardo **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	04/07/2015					
1	City Council	04/07/2015	Authorize				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Naylor to Authorize Mayor to request transfer of titles, or to bid if necessary, on City of Hattiesburg's behalf for 10-12 parcels of state-owned land located in the Twin Forks Rising Redevelopment District and offered for auction by the Secretary of State, with the stipulations that bids be limited to the listed value of the properties and that the funds come from the Twin Forks Rising budget.

Council President Bradley commented that the city struggles to keep up with what it has.

Council member Dryden said she appreciates Council member Delgado saying she is willing for the money to come from [Twin Fork Rising] funds, and said she thinks [the properties] are critical to Council member Delgado's project.

Council member Delgado said she advocated to have the [titles] transferred as described in the [Secretary of State's] news release, but said all of the properties were auctioned. She said she is still hopeful that the titles can be transferred, and that she is disappointed that all but two of the properties are in Ward 2. Subsequent discussion related to that decision and how it was made. Council member Delgado stated that the Twin Forks Rising Master Plan was adopted as part of the Comprehensive Land Development Plan in 2013, and that decisions need to be made consciously so as to take advantage of land use opportunities in Ward 2.

Council member Carroll asked why this was not brought up the previous day. He expressed concern about the underground tanks at the property on 5th Street and said he would like to know whether there is a limit to the bidding. The Mayor said there is a value to each of the properties and he is certain no bids will exceed the value of the property; he said the city can apply for MDEQ grants to help remove the tanks, and that the properties are near a park the city already maintains so will not be very much additional work.

Council member Delgado stated that the properties on 4th Street connect to the Longleaf Trace.

Council member Carroll suggested authorizing the Mayor to bid up to the value of the property; he also said he would have appreciated notice on this item. Council member Delgado apologized and said she had not thought this would need to involve Council action.

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

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Yea:	5	Council Member Bradley
		Council Member Delgado
		Council Member Carroll
		Council Member Dryden
		Council Member Naylor
ΓEL-No Vote:	0	

Text of Legislative File 2015-1800

Title

Authorize Mayor to request transfer of titles, or to bid if necessary, on City of Hattiesburg's behalf for 10-12 parcels of state-owned land located in the Twin Forks Rising Redevelopment District and offered for auction by the Secretary of State.

Summary

Authorize Mayor to request transfer of title or to bid on state-owned properties in Twin Forks District

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Request for Bids or Titles

1. 404 E. 4th Street (Parcel # 2-029G-03-563.00)
2. 406 E. 4th Street (Parcel # 2-029G-03-562.00)
3. 408 E. 4th Street (Parcel # 2-029G-03-561.00)
4. 412 E. 4th Street (Parcel # 2-029G-03-559.00)
5. 414 E. 4th Street (Parcel # 2-029G-03-558.00)
6. 416 E. 4th Street (Parcel # 2-029G-03-557.00)
7. 418 E. 4th Street (Parcel # 2-029G-03-556.00)
8. 501 Mobile Street (Parcel # 2-029G-03-495.00)

City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2015-1783

File ID: 2015-1783 **Type:** Regular Agenda Item **Status:** Agenda Ready

Version: 2 **Reference:** **In Control:** City Council

File Created: 03/31/2015

Brief Title: State Fire Academy Contract 2015 for Driver/Operator Training **Final Action:** 04/07/2015

Minute Book Number: MB2015-100-101

Title:

Authorize the Mayor and Fire Chief to execute joint contractual agreement between the Mississippi State Fire Academy (MSFA) and the Hattiesburg Fire Department to provide the Driver/Operator NFPA 1002: Pumper-Field Course, to be held at the Petal Fire Department April 6 - 20, 2015, for 6 students at a cost per student of $140.29, for a total cost $841.74 (nunc pro tunc).

Notes:

Sponsors: **Enactment Date:**

Attachments: State Fire Academy MOU, executed State Fire Academy MOU **Enactment Number:**

Contact: **Meeting Date:** 04/07/2015

Drafter: **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council - Amendments to the Agenda	04/07/2015					
1	City Council	04/07/2015	Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Authorize the Mayor and Fire Chief to execute joint contractual agreement between the Mississippi State Fire Academy (MSFA) and the Hattiesburg Fire Department to provide the Driver/Operator NFPA 1002: Pumper-Field Course, to be held at the Petal Fire Department April 6 - 20, 2015, for 6 students at a cost per student of $140.29, for a total cost $841.74 (nunc pro tunc).

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

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Yea:	5	Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor
ΓEL-No Vote:	0	

Text of Legislative File 2015-1783

Title

Authorize the Mayor and Fire Chief to execute joint contractual agreement between the Mississippi State Fire Academy (MSFA) and the Hattiesburg Fire Department to provide the Driver/Operator NFPA 1002: Pumper-Field Course, to be held at the Petal Fire Department April 6 - 20, 2015, for 6 students at a cost per student of $140.29, for a total cost $841.74 (nunc pro tunc).

Summary

Agreement between the Mississippi State Fire Academy (MSFA) and the Hattiesburg Fire Department to provide the Driver/Operator NFPA 1002: Pumper-Field Course

Budget Information

Expenditure Type

Purchasing Item

CONTRACT

Publication Information

STATE FIRE ACADEMY

Division of the Mississippi Insurance Department
#1 FIRE ACADEMY U.S.A.
JACKSON, MISSISSIPPI 39208-9600
Phone: (601) 932-2444

Reggie Bell
Executive Director

Mike Chaney
Insurance Commissioner

Memorandum of Understanding (Rev. 7/2010)

This Memorandum of Understanding is entered into between the Mississippi State Fire Academy (MSFA), #1 Fire Academy USA, Jackson, MS 39208 (Rankin County Mississippi) and the following Customer:

Customer Name:	Hattiesburg Fire Department
Address:	53 Academy Dr.
City, State Zip:	Hattiesburg, MS. 39401
Phone:	601-545-4650
Fax:	601-545-4652
Federal ID Number:	64-6000432
Contact Person/Title:	Barry Collins; Director of Training
Email Address:	bcollins@hattiesburgms.com

1. **DATE(S) OF SERVICE: April 6 - 20, 2015**
This contract MUST be signed & received by the MSFA (5) business days prior to course starting

2. **LOCATION FOR SERVICE TO BE PERFORMED: Petal Fire Department**

3. **DESCRIPTION OF SERVICE TO BE PROVIDED TO CUSTOMER:** Mississippi State Fire Academy (MSFA) shall provide the course, Driver/Operator NFPA 1002: Pumper – Field Course. Academy Staff will provide the local course coordinator a complete package to manage the delivery of the course. **No books are included.** MSFA will administer all written and skill examinations. Examination dates must be approved by MSFA personnel. All communications concerning test scores, student activities, etc..shall be between the MSFA coordinator and the local course manager. The customer shall ensure that all participants have been trained to the level of NFPA 1001, Level I – II prior to start of course. Certificate will be issued upon successful completion of course.
All documents and curriculum provided to the Hosting Fire Department from MSFA are the property of MSFA and cannot be duplicated for use outside of this delivery.

4: **NUMBER OF STUDENTS THIS MEMORANDUM OF UNDERSTANDING APPLIES TO:**
Minimum Number: 6 Maximum Number: 6

5. **SERVICE FEE:** Total Cost: $ **841.74** Per Student = $ **140.29**
Ellisville Fire: 3 students at $140.29 = $420.87
Petal Fire: 5 students at $140.29 = $701.45
Hattiesburg Fire: 6 students at $140.29 = 841.74

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order:

Please note: That if there is more than one department/organization entering this agreement for this course and the fee is split between the departments/organizations, the cost per student is based on the provided number of students. If the number of students from participating departments/organizations changes, the cost per student will change. However, the total of the fees will equal the total cost above and will be split between the participating departments/organizations.
If on Academy campus Monday through Thursday, are meals to be provided: ☐ Yes ☐ No ☒ N/A If Yes, indicate which meals are provided: ____Breakfast served 6:30 a.m. to 7:15 a.m ____Lunch served 11:30 a.m. to 12:45 p.m.
If on Academy campus Monday through Thursday, are dorm beds requested: ☐ Yes ____# of Beds ☐ No ☒ N/A

Note: An invoice will be submitted to the customer upon completion of the service. If a purchase order number is required from your company, please fill in the appropriate blocks on this form. Payment for services is due within thirty (30) days of completion of services and receipt of invoice.

6. MODIFICATION, AMENDMENT, OR TERMINATION OF AGREEMENT:
Modifications, amendments, or termination of the Memorandum of Understanding may be made upon mutual agreement of both parties but must be in writing and signed by both parties. This Agreement may be terminated by the Academy upon written notice to the Customer should the Academy be subject to governmental budgetary cuts or if personnel cuts limit the amount of available manpower necessary to execute the professional service.

7. INSURANCE:
Customer represents that it will maintain workers' compensation insurance as prescribed by law that will insure to the benefit of the customer's personnel, as well as comprehensive general liability insurance. The Academy represents that it maintains workers compensation insurance for Academy personnel during the course of their official duties. Further, the Academy represents that as a state agency, the Mississippi Tort Claims Board views the organization as a sub-agency of the Mississippi Insurance Department. The Mississippi Insurance Department is certified by the Mississippi Tort Claims Board by participating in the Mississippi Tort Claims Fund as set forth in Chapter 46, Title 11, Mississippi Code 1972, as amended. This fund provides protection for tort claims against state employees and agencies subject to terms and limitations established by law while in the scope of their duties.

8. GOVERNING LAW:
This Agreement will be construed and governed in accordance with the laws of the State of Mississippi excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

9. ACADEMY COURSE MATERIAL IS PROTECTED PROPERTY:
Academy course instructional material (lesson plans, power point presentations, handouts, skills check offs, etc.) shall be considered Protected Property belonging to the Academy. If part of this agreement is to provide the Customer this information for performance of this agreement, the Customer shall not copy, duplicate, transcribe, or any other form of duplication, in whole or in part, any course material submitted to them for use in fulfilling this Memorandum of Understanding, either directly or indirectly, for personal benefit, the benefit of another, or for future use. This statement of policy shall continue to be in effect whether or not the Agreement is terminated or has expired. Additionally, if any state property is utilized as part of this agreement, the Customer assures proper custody and care of the property (withstanding normal use and wear and tear).

10. ACKNOWLEDGEMENT OF MEMORANDUM OF UNDERSTANDING:
This constitutes the entire agreement of both parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. For the faithful performance of the terms of this agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

PARTIES IN AGREEMENT:

Mississippi State Fire Academy
Authorized Personnel: Reggie Bell, Executive Director
Authorized Personnel: Pam Ladner, Office Director

3/17/15
Signature/Date

Pam Ladner 3-17-2015
Signature/Date

Academy Contact Regarding this Agreement:
Mike Word, Instructor Advanced
Telephone: 601-932-2444 x344
Email: mword@msfa.state.ms.us

Customer: Hattiesburg Fire Department
Authorized Personnel: Paul Presley

Title: Fire Chief
Authorized Personnel: ppresley@hattiesburgms.com

Paul Presley
Signature/Date

Johnny L DuRee
Optional Signature or Designee/Date:

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order:

Customer Invoicing/Billing Address:

Contact Name:
Contact Phone Number:

Please fax to 601-932-2619 and mail the original signature document to the Fire Academy at the following address:
Pam Ladner, Office Director
State Fire Academy
#1 Fire Academy USA Jackson MS 39208-9600

STATE FIRE ACADEMY

Division of the Mississippi Insurance Department
#1 FIRE ACADEMY U.S.A.
JACKSON, MISSISSIPPI 39208-9600
Phone: (601) 932-2444

Reggie Bell
Executive Director

Mike Chaney
Insurance Commissioner

Memorandum of Understanding (Rev. 7/2010)

This Memorandum of Understanding is entered into between the Mississippi State Fire Academy (MSFA), #1 Fire Academy USA, Jackson, MS 39208 (Rankin County Mississippi) and the following Customer:

Customer Name:	Hattiesburg Fire Department
Address:	53 Academy Dr.
City, State Zip:	Hattiesburg, MS. 39401
Phone:	601-545-4650
Fax:	601-545-4652
Federal ID Number:	64-6000432
Contact Person/Title:	Barry Collins; Director of Training
Email Address:	bcollins@hattiesburgms.com

1. **DATE(S) OF SERVICE: April 6 - 20, 2015**
This contract MUST be signed & received by the MSFA (5) business days prior to course starting

2. **LOCATION FOR SERVICE TO BE PERFORMED: Petal Fire Department**

3. **DESCRIPTION OF SERVICE TO BE PROVIDED TO CUSTOMER:** Mississippi State Fire Academy (MSFA) shall provide the course, Driver/Operator NFPA 1002: Pumper – Field Course. Academy Staff will provide the local course coordinator a complete package to manage the delivery of the course. **No books are included.** MSFA will administer all written and skill examinations. Examination dates must be approved by MSFA personnel. All communications concerning test scores, student activities, etc..shall be between the MSFA coordinator and the local course manager. The customer shall ensure that all participants have been trained to the level of NFPA 1001, Level I – II prior to start of course. Certificate will be issued upon successful completion of course.
All documents and curriculum provided to the Hosting Fire Department from MSFA are the property of MSFA and cannot be duplicated for use outside of this delivery.

4: **NUMBER OF STUDENTS THIS MEMORANDUM OF UNDERSTANDING APPLIES TO:**
Minimum Number: 6 Maximum Number: 6

5. **SERVICE FEE:** Total Cost: **$ 841.74** Per Student = $ **140.29**
Ellisville Fire: 3 students at $140.29 = $420.87
Petal Fire: 5 students at $140.29 = $701.45
Hattiesburg Fire: 6 students at $140.29 = 841.74

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order:

Please note: That if there is more than one department/organization entering this agreement for this course and the fee is split between the departments/organizations, the cost per student is based on the provided number of students. If the number of students from participating departments/organizations changes, the cost per student will change. However, the total of the fees will equal the total cost above and will be split between the participating departments/organizations.
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If on Academy campus Monday through Thursday, are dorm beds requested: ☐ Yes _____# of Beds ☐ No ☒ N/A

Note: An invoice will be submitted to the customer upon completion of the service. If a purchase order number is required from your company, please fill in the appropriate blocks on this form. Payment for services is due within thirty (30) days of completion of services and receipt of invoice.

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Customer represents that it will maintain workers' compensation insurance as prescribed by law that will insure to the benefit of the customer's personnel, as well as comprehensive general liability insurance. The Academy represents that it maintains workers compensation insurance for Academy personnel during the course of their official duties. Further, the Academy represents that as a state agency, the Mississippi Tort Claims Board views the organization as a sub-agency of the Mississippi Insurance Department. The Mississippi Insurance Department is certified by the Mississippi Tort Claims Board by participating in the Mississippi Tort Claims Fund as set forth in Chapter 46, Title 11, Mississippi Code 1972, as amended. This fund provides protection for tort claims against state employees and agencies subject to terms and limitations established by law while in the scope of their duties.

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10. ACKNOWLEDGEMENT OF MEMORANDUM OF UNDERSTANDING:
This constitutes the entire agreement of both parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. For the faithful performance of the terms of this agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

PARTIES IN AGREEMENT:
Mississippi State Fire Academy
Authorized Personnel: Reggie Bell, Executive Director
Authorized Personnel: Pam Ladner, Office Director

Reggie Bell 3/17/15
Signature/Date

Pam Ladner 3-17-2015
Signature/Date

Academy Contact Regarding this Agreement:
Mike Word, Instructor Advanced
Telephone: 601-932-2444 x344
Email: mword@msfa.state.ms.us

Customer: Hattiesburg Fire Department
Authorized Personnel: Paul Presley

Title: Fire Chief
Authorized Personnel: ppresley@hattiesburgms.com

Paul Presley 4-7-15
Signature/Date

Johnny L McRae 4-7-15
Optional Signature or Designee/Date:

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order:

Customer Invoicing/Billing Address:

Contact Name:
Contact Phone Number:

Please fax to 601-932-2819 and mail the original signature document to the Fire Academy at the following address:
Pam Ladner, Office Director
State Fire Academy
#1 Fire Academy USA Jackson MS 39208-9600