

City of Hattiesburg, MS

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



Meeting Agenda

Tuesday, February 18, 2014

4:00 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 January 6, 7, 9, 15, 17 and 21, 2014, Council meetings.

V. PRESENTATION AGENDA**VI. POLICY AGENDA**

- VI.-1** 2014-0932 Adopt an Ordinance amending Section 28-14 (A) and (B) of the Code of Ordinances of the City of Hattiesburg, being Section 15 of Ordinance Number 1857 adopted March 24, 1976 and last amended October 4, 2011, to establish charges for water service and supply.

Attachments: Water Cutoff Ordinance
 executed Water Cutoff Ordinance #3124

- VI.-2** 2014-0054 Adopt an Ordinance amending Section 21-2 (D) and Section 21-31 of the Code of Ordinances of the City of Hattiesburg, being Ordinance Number 997, adopted August 10, 1944, and last amended by Ordinance Number 3109 adopted August 6, 2013, to establish rates and charges for sanitary sewer service.

Attachments: February 2014 Amended Sewer Ordinance
 VETO- February 2014 Amended Sewer Ordinance with Letter from Mayor

- VI.-3** 2014-0933 Adopt Resolution approving the form of and authorizing the execution of an Interlocal Cooperation Agreement between Forrest County, Mississippi and the City of Hattiesburg, Mississippi to facilitate the implementation of tax increment financing plans for the Southern Pointe project.

Attachments: Southern Pointe Interlocal Agreement
 executed Southern Pointe Interlocal Agreement RES2014-20

VI.-4 2014-122

Adopt a Resolution declaring a State of Emergency for a period beginning January 28, 2014 through February 7, 2014, as a result of winter weather occurring beginning on January 28, 2014.

Attachments: State of Emergency Resolution
 Proclamation of Emergency
 executed State of Emergency Resolution RES2014-21
 executed Proclamation of Emergency

VI.-5 2014-0917

Adopt Resolution adopting the 2013 Forrest and Lamar County Real and Personal Property Assessment Rolls containing property located within the City of Hattiesburg, in accordance with Section 21-33-9C of the Mississippi Code of 1972.

Attachments: Forrest County 2013 Tax Roll adoption
 Lamar County 2013 Tax Roll adoption
 2013 Tax roll resolution
 executed 2013 Tax roll resolution RES2014-22

VI.-6 2014-0918

Adopt a Resolution authorizing Requisition No. 2 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 of Hattiesburg.

Attachments: 2013 Bond Requisition No. 2
 executed 2013 Bond Requisition No. 2 RES2014-23

VI.-7 2014-0930

Adopt a Resolution affirming the City of Hattiesburg's commitment to diversity.

Attachments: RES-Diversity
 executed RES-Diversity RES2014-24

VI.-8 2014-0929

APPROVE or DENY the petition filed by Mack Grubbs (Mack Grubbs Hyundai, LLC), owner, for a variance from Article 5, Section 95.10 to permit the replacement of a free-standing sign on a parcel with an off-site advertising (billboard) sign for property located at 6507 Highway (Parcel identification number 98053R-08-048.00/PPIN 9230, Ward 3.) The Planning Commission voted to APPROVE the petition at its February 5, 2014 meeting.

Attachments: Staff Summary Hyundai Sign
 Hyundai Sign Image Pgs (Mack Grubbs)
 February PC Minutes

VI.-9 2014-0907

Approve plans and specifications for the Safe Routes to School Woodley Elementary School Sidewalk Project (SRSP 0210-00(024) LPA 106139-401000) and authorize advertisement for bids for same.

Attachments: Woodley SRTS Final Contract Documents
 Woodley SRTS Final Plans
 AdvBid
 executed AdvBid

VI.-10 2014-0914

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 14 for the USA Yeast Wastewater Treatment Project (CDBG #R-103-205-03-KED) in the amount of \$36,824.40.

Attachments: Request for Cash No 14
 executed Request for Cash No 14

VI.-11 2014-0902

Authorize the Mayor to execute revisions made to the 2013 Title VI Program approved by Council on November 19, 2013 (minute book 2013-0734) to include a revised Limited English Proficiency Plan (LEP) as instructed by the Federal Transit Administration (FTA). (HCT Civil Rights) (nunc pro tunc)

Attachments: Title VI Plan 2013 Revised 1

- VI.-12** 2014-0913 Authorize the Mayor to execute and Acknowledge submission of the Revised Disadvantage Business Enterprise (DBE) program goals for FY 2014/2015 in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26 for the City of Hattiesburg as part of Federal Transit Administration Grant (FTA) regulations. This submission is required pursuant to Section 1101(b) of the Transportation Equity Act for the 21st Century and 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs." (DBE 2014)

Attachments: 2014 DBE Revised
executed 2014 DBE Revised

- VI.-13** 2014-0925 Approve and declare the purchase of ten (10) Digital In-Car Video Systems for the Hattiesburg Police Department from WatchGuard Video as a sole source purchase at a total cost of \$52,200.00 as provided for in Section 31-7-13 (viii) of the Mississippi Code of 1972, based on information in the attached letter.

Attachments: 02-18-Watchguard Sole Source

- VI.-14** 2014-0926 Approve and declare the purchase of ten (10) Stalker DSR Radar Units for the Hattiesburg Police Department from Applied Concepts, Inc. as a sole source purchase at a total cost of \$24,795.00 as provided for in Section 31-7-13 (viii) of the Mississippi Code of 1972, based on the information in the attached memorandum and letter.

Attachments: 02-18-Applied Concepts Stalker Sole Source

- VI.-15** 2014-0903 Ratify and confirm the Mayor's appointment of Ginger Maddox,(W3) to the Rails to Trails Commission for a (4) four year term beginning 2/18/2014 and ending 2/17/2018.

Attachments: Ginger Maddox Data Sheet

VII. ROUTINE AGENDA

- VII.-1** 2014-0921 [Authorize Mayor to Execute 2014 Yearly Maintenance Agreement between the City of Hattiesburg and Tyler Technologies for EnerGov Software.

Attachments: Tylertech2014.pdf

VII.-2 2014-0927

Authorize the Mayor to execute a rental agreement between the City of Hattiesburg and RJ Young for a lease on a copier for the Hattiesburg Police Department for forty-eight (48) months.

Attachments: 02-18-RJ Young HPD Copier Rental

VII.-3 2014-0905

Acknowledge monthly budget report for the month ending January 31, 2014, on permanent file in the City Clerk's Office.

Attachments: Copy of All Expenditures JANUARY 2014
 Copy of All Revenues JANUARY 2014

VII.-4 2014-0904

Acknowledge receipt of the Privilege License report for the month of January, 2014 from the Tax Department, as per recommendation.

Attachments: January 2014 PL Memo
 January 2014 New License
 January 2014 Renewed License

VII.-5 2014-0915

Acknowledge receipt of Permanent Utility Easement and Temporary Utility Easement from Land Management, LTD for a portion of Tax Parcel Nos. 2-038N-21-002.00 & 2-041C-28-001.00 along Highway 49 South near Pearl River Community College for the COMSWIP Sewer Phase II Project.

Attachments: Land Mgmt Ltd - Cover
 Land Mgmt Ltd Temp Easement
 Land Mgmt Ltd Perm Easement

VII.-6 2014-0928

Acknowledge the execution of a donation agreement with Wells Fargo Bank for the donation of property at 1315 Deason Avenue in addition to a cash contribution. Nunc Pro Tunc.

Attachments: Donation Agreement - Signed - 1315 Deason Ave.

VII.-7 2014-0924

Acknowledge receipt of Schedule of Development Costs and Qualified Rehabilitation Expenditures and Independent Auditor's Report for Hub City Lofts, LLC, for the period March 30, 2010 through October 31, 2013, and forward to Mississippi Development Authority, per agreement.

Attachments: Hub City Lofts Audit

VII.-8 2014-0919

Acknowledge receipt of the Financial Statements of The Emergency Management District for the fiscal year ending September 30, 2013, from Wright CPA Group (on file in the City Clerk's office).

Attachments: Emergency Mgt Audit FY 2013

VII.-9 2014-0920

Acknowledge receipt of audit for the Library of Hattiesburg, Petal and Forrest County, for the fiscal year ending September 30, 2013 from Herzog CPA Company, PLLC (on file in the City Clerk's Office).

Attachments: Library Audit FY 2013

VII.-10 2014-0911

Acknowledge proof of publications for the month of January 2014.

Attachments: Proof of Publications for the month of January 2014

VII.-11 2014-0916

Approve the sale of grave spaces per attached memo.

Attachments: Cemetery Deeds for Feb 2014
Grave Spaces Feb 2014 Receipt
Cemetery Deeds for Feb 2014 List
executed Cemetery Deeds for Feb 2014

VII.-12 2014-0922

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

Attachments: MEMORANDUM-Manual Checks-CDBG
CDBG Supporting Docs

VII.-13 2014-0923

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

Attachments: MEMORANDUM-Manual Checks-HOME
HOME Supporting Docs

VII.-14 2014-0934

Approve claims docket for the period ending February 14, 2014.

Attachments: 2-14-14 Claims Docket
Docket Addendum



City of Hattiesburg, MS

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

Master

File Number: 2014-0932

File ID: 2014-0932

Type: Ordinance

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 02/13/2014

Brief Title: Amending Ordinance for water service and supply

Final Action: 02/18/2014

Minute Book Number: MB2014-40

Title: Adopt an Ordinance amending Section 28-14 (A) and (B) of the Code of Ordinances of the City of Hattiesburg, being Section 15 of Ordinance Number 1857 adopted March 24, 1976 and last amended October 4, 2011, to establish charges for water service and supply.

Notes:

Sponsors:

Enactment Date:

Attachments: Water Cutoff Ordinance, executed Water Cutoff Ordinance #3124

Enactment Number:

Contact: Connie Everett

Meeting Date: 02/18/2014

Drafter: Connie Everett

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/18/2014	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Adopt an Ordinance amending Section 28-14 (A) and (B) of the Code of Ordinances of the City of Hattiesburg, being Section 15 of Ordinance Number 1857 adopted March 24, 1976 and last amended October 4, 2011, to establish charges for water service and supply.

Ms. Everett said that this ordinance amends the wording of the city's ordinance to correct the date for cutoff when a water bill becomes delinquent. She said this will be a finding in the 2013 audit, which also will note that the city has taken steps to correct the ordinance by changing the cutoff date from 15 days to 45 days to reflect the city's long-standing practice.

Council member Dryden asked how consistently the water cutoff date is followed. Ms. Everett stated that the 45-day timeline is consistent as far as she knows. Council member Dryden asked if there already has been an audit to look at this and to look at consistency; Ms. Everett said that audit procedure as well as financial documents were examined during the fiscal year 2013 audit, and that [this finding] was discovered during an audit of ordinances and current practice.

Mayor DuPree stated that the auditors looked at how closely the city follows the ordinance as to shut-offs. He said that for 20-30 years, the practice has been 45 days, but the city ordinance says 15 days, which [does not reflect the city's] practice.

Council member Dryden stated her concern as to whether cherry picking occurs, with water turned off when the bill is delinquent for some people but not for others; she stated that it is extremely important that [the city] be consistent. Mayor DuPree said that [the city is] consistent in that if [a water bill] is 45 days late, [the water] is turned off; he compared the city's procedure to practices used by the power and gas companies.

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

FEL-No Vote: 0

Text of Legislative File 2014-0932

Title

Adopt an Ordinance amending Section 28-14 (A) and (B) of the Code of Ordinances of the City of Hattiesburg, being Section 15 of Ordinance Number 1857 adopted March 24, 1976 and last amended October 4, 2011, to establish charges for water service and supply.

Summary

Ordinance establishing charges for water service and supply

Budget Information

Expenditure Type

Purchasing Item

Publication Information

ORDINANCE NO. _____

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

**AN ORDINANCE AMENDING SECTION 28-14 (A) &
SECTION 28-14 (B) OF THE CODE OF ORDINANCES
FOR THE CITY OF HATTIESBURG, BEING ORDINANCE NUMBER 1857,
AS AMENDED BY ORDINANCE NUMBER 3018, AND ORDINANCE
NUMBER 3078, SO AS TO ESTABLISH CHARGES FOR
WATER SERVICE AND SUPPLY**

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

SECTION 1. That Section 28-14 (A) and (B) of the Code of Ordinances for the City of Hattiesburg, Mississippi, being Section 15 of Ordinance Number 1857 adopted March 24, 1976, as amended by Ordinance Number 3018 adopted October 7, 2008, and Ordinance Number 3078 adopted October 4, 2011 be and the same is hereby amended to read as follows, to-wit:

Sec. 28-14 Payments for service.

- A. Charges and bill for water furnished business or commercial customers or consumers or any other person furnished water shall mature on the date of the statement or bill. Such charges and bills shall be due and payable on the date of the statement and any such charges or bills not paid on or before fifteen (15) days from date of statement shall be delinquent.
- B. Failure, neglect or refusal to pay any water bill on or before forty-five (45) days of date of statement shall subject the customer, consumer or user of the water to the loss and discontinuance of his water service and supply without notice. If any such water service and supply is lost or discontinued because of the nonpayment of any such statement on or before forty-five (45) days of statement, the service and supply shall not be resumed until the bill or statement is paid in full, together with a reconnect charge of thirty dollars (\$30.00), this amount being determined as reasonable cost to be incurred by the municipality in resuming such service.

SECTION 2. That except as hereby expressly changed and amended, Ordinance Number 1857 adopted March 24, 1976, as amended by Ordinance 3018 adopted October 7, 2008 and Ordinance Number adopted October 4, 2011 shall be and does remain in full force and effect as adopted.

SECTION 3. That any and all Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4. This Ordinance shall take effect and be in force, from and after April 1, 2014.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Ordinance adopted, this the 18th day of February, 2014.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Ordinance, having been submitted to and approved by the Mayor, this the 18th day of February, 2014.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

ORDINANCE NO. 3124

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

**AN ORDINANCE AMENDING SECTION 28-14 (A) &
SECTION 28-14 (B) OF THE CODE OF ORDINANCES
FOR THE CITY OF HATTIESBURG, BEING ORDINANCE NUMBER 1857,
AS AMENDED BY ORDINANCE NUMBER 3018, AND ORDINANCE
NUMBER 3078, SO AS TO ESTABLISH CHARGES FOR
WATER SERVICE AND SUPPLY**

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

SECTION 1. That Section 28-14 (A) and (B) of the Code of Ordinances for the City of Hattiesburg, Mississippi, being Section 15 of Ordinance Number 1857 adopted March 24, 1976, as amended by Ordinance Number 3018 adopted October 7, 2008, and Ordinance Number 3078 adopted October 4, 2011 be and the same is hereby amended to read as follows, to-wit:

Sec. 28-14 Payments for service.

- A.** Charges and bill for water furnished business or commercial customers or consumers or any other person furnished water shall mature on the date of the statement or bill. Such charges and bills shall be due and payable on the date of the statement and any such charges or bills not paid on or before fifteen (15) days from date of statement shall be delinquent.
- B.** Failure, neglect or refusal to pay any water bill on or before forty-five (45) days of date of statement shall subject the customer, consumer or user of the water to the loss and discontinuance of his water service and supply without notice. If any such water service and supply is lost or discontinued because of the nonpayment of any such statement on or before forty-five (45) days of statement, the service and supply shall not be resumed until the bill or statement is paid in full, together with a reconnect charge of thirty dollars (\$30.00), this amount being determined as reasonable cost to be incurred by the municipality in resuming such service.

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SECTION 3. That any and all Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4. This Ordinance shall take effect and be in force, from and after April 1, 2014.

The foregoing Ordinance having been reduced to writing, the same was introduced by Councilperson Carroll, seconded by councilperson Dryden 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 the Ordinance adopted, this the 18th day of February, 2014.

(S E A L)

ATTEST:

Debra K. Bernardo
CLERK OF COUNCIL

ADOPTED:

Bradley
PRESIDENT

The above and foregoing Ordinance, having been submitted to and approved by the Mayor, this the 18th day of February, 2014.

ATTEST:

Connie Everett (dc)
CITY CLERK

APPROVED:

Johnny L. R.
MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2014-0054

File ID: 2014-0054

Type: Ordinance

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/11/2014

Brief Title: Ordinance establishing new sanitary sewer rates

Final Action: 02/18/2014

Minute Book Number: MB2014-40-47

Title:

Adopt an Ordinance amending Section 21-2 (D) and Section 21-31 of the Code of Ordinances of the City of Hattiesburg, being Ordinance Number 997, adopted August 10, 1944, and last amended by Ordinance Number 3109 adopted August 6, 2013, to establish rates and charges for sanitary sewer service.

Notes:

Sponsors:

Enactment Date:

Attachments: February 2014 Amended Sewer Ordinance, VETO-
February 2014 Amended Sewer Ordinance with
Letter from Mayor

Enactment Number:

Contact: Connie Everett

Meeting Date: 02/18/2014

Drafter: Connie Everett

Effective Date:

History of Legislative File

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1	City Council	02/18/2014	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Adopt an Ordinance amending Section 21-2 (D) and Section 21-31 of the Code of Ordinances of the City of Hattiesburg, being Ordinance Number 997, adopted August 10, 1944, and last amended by Ordinance Number 3109 adopted August 6, 2013, to establish rates and charges for sanitary sewer service.

Ms. Everett said this ordinance is being amended to raise revenue [the city] will need to comply with the Groundworx contract. She said [Groundworx] is proceeding with getting the bond rating, and that part of that procedure has to do with [the city] establishing an ordinance that shows [it is] setting [measures] in place to collect the revenue that will pay the debt service on those bonds. She said she is not sure when the rating will come, but that the anticipated timeline is that the first bond payment will be due sometime in October. She said that is not definite, as there are many factors to consider, but that she is working revenue projections on that timeline now.

Ms. Everett said the city passed an ordinance in August [2013] to amend water and sewer rates because of the \$28 million bond issue that the city passed. She said this [ordinance] will change the sewer rate ordinance, not the water rate ordinance. Ms. Everett said currently the sewer rate is 100 percent of the water rate; she said the current minimum water bill is \$11.03, making the current minimum sewer bill \$11.03. Ms. Everett said this amendment will [take effect] 30 days from now if passed, and that April consumption will be billed in May when the new billing will take effect; at that time, she said, the sewer rate will increase to 250 percent of the water rate, meaning the new sewer rate would be \$27.58 rather than \$11.03 and that the total minimum water bill will [increase] from \$22.06 to \$38.61.

Council President Bradley stated that [the City] has been discussing this for a couple of years and that there are milestone dates to remember. He said the Council signed an agreed order with the MDEQ, with the EPA's endorsement, October 5, 2011; he said that the [agreed order] laid out a timeline and the city told MDEQ it would abide by that timeline and that by the middle of 2017, the city would be in compliance with the permit regulations that were supposed to go into effect in mid 2015. Council President Bradley said the city had issues with its lagoon and that the city was at fault for taking effluent that should not have been taken. He said the agreed order allowed the city the opportunity to go through the process of cleaning that up and the ability to meet the permit requirements and the agreed order.

He said the city began looking for solutions and talked about a mechanical plant, a land application plant, rates, and [the effect on] individual users and commercial users. He stated that the city hired a group of consultants called Hattiesburg Resource Group, which drew models and [analyzed] costs and impact. Council President Bradley said [ultimately] the conclusion was that costs for individual and business users would be the same whether a mechanical plant or a land application system was chosen; at that point, he said, the thought became about the process. He said that on May 31, 2013, the Council by a vote of [3-2] voted for a no-discharge system; he said [the city] began discussions and entered into contract negotiations with Groundworx in late November, 2013. Council President Bradley said that on January 9, [2014], the Council voted 4-1 to approve a contract with Groundworx, and that Mayor DuPree executed this agreement for treatment of wastewater on January 21, [2014].

He said there were options that the Council approved and voted for when the presentations were being made, and that the [item under discussion] deals with how interest payments [will be handled] while the construction is underway. He said that most projects like this involve borrowing the interest from a lender and capitalizing it, then paying for your use, paying the interest later. He said [this project involves] roughly \$14 million, and that the Council by a 4-1 vote decided to pay that money now; he said that with an incremental increase now, the burden will not be as big in two years. He said had the Council not [made that decision], the \$14 million would turn into \$32 million to begin repaying two years from now, when the city will start paying not only the bondholder's interest but also the principal payments. He said that would cost an additional \$1.6 million a year for the remainder and balance for 28 years, and that the council [made its decision] because of the [amount] of money and [the period] of time involved.

Council President Bradley said that to make that [decision] happen, [the city] will have to raise the rates, as he said was discussed from the very beginning. He said that today's vote is to solidify or to make happen what the council voted for 4-1 just last month, and that this is what [the city] has to do. He stated that [financial backers] at the meeting in New York are excited about this project and the story of Hattiesburg [going] from having a smelly lagoon to having a treasure. He said [the city] has to do due diligence and take care of this business; he said [this financing] is not to be monkeyed with, not to be part of somebody's Ponzi game or [any other] scheme. He said this needs to be taken care of today and warned of grave consequences if [the city] fails to do this, as the financial future of the city,

the stability of the city, the [city's] ability to borrow money and its ability to do business all [hinge] on this agreement. He stated that this is a major day.

Council member Delgado asked Ms. Everett what the average [as opposed to the minimum] bill is and what the impact will be on the average user. Ms. Everett stated that the percentage impact will be the same. She said she does not know the average use; she said a family of four uses something more than the minimum but said it is hard to measure and that the easiest number to work with is the minimum billing because it is a concrete number that can be used to make projections.

Council member Delgado asked if this is the only rate increase that users will face; Ms. Everett replied in the negative. Council member Delgado asked Ms. Everett to explain and also asked when those increases will take place. Ms. Everett said this increase will take place in the middle of a fiscal year, which is not typical as they usually [are done] at the beginning of the fiscal year. She said there will be another rate increase in October, in line with the city's current ordinance, which set a series of annual rate increases over the next four years. She said there will be another rate increase in October 2015; at that time, she said, the sewer rate will be 205 percent of the water bill instead of 100 percent of the water bill.

Council member Delgado asked if it will be 205 percent of the new water bill; Ms. Everett replied in the affirmative. She said the ordinance that is already in place will increase the water rate annually and that is the basis of her calculations because that is the constant she has with which to work. Ms. Everett said the water rate will increase in October from \$11.03 to \$12.13, and that is the basis she uses for the next fiscal year's calculations. She said the sewer rate under the current ordinance also would have been \$12.13; it will become \$26.69. Mayor DuPree said that [the sewer rate] will become \$14.56; Ms. Everett said the increase is \$14.56 for a total of \$26.69.

Ms. Everett said the following year, as per the current ordinance, there will be another rate increase, with the water bill [increasing] from \$12.13 to \$13.34; she said the sewer rate that would have been \$13.34 will now be \$27.35, a 220 percent increase. Ms. Everett said a 205 percent increase [in the sewer rate] is planned for fiscal year 2016 and that the following year is when, according to the proposed debt schedule, principal payments begin, following a year and a half of interest payments. At that time, she said, the minimum water rate will increase to \$14.01 and the sewer rate that would have been \$14.01 will increase to \$32.65; she said that rate will jump more than in previous years because of a higher debt service payment, with [the city] starting to pay principal plus interest.

Council member Delgado asked what the minimum bill, including water and sewer, will be at the end of this process; Ms. Everett said that it will be \$46.65. Council member Delgado asked the current minimum and Ms. Everett said it is \$22.06. She said it would have been \$28.02 without these additional increases, but instead it will be \$46.65. She said her projections are based on the constants she has now for the proposed debt schedule and that [the city] also must consider that, based on the agreement with Groundworx, at the end of the construction period, [the city] will begin to pay operations costs. Ms. Everett said the construction period is roughly two years, and that in October 2015 this ordinance could and likely will change from what she has projected because she does not yet know the construction timeline, what this revenue stream will produce, which of the proposed changes to certain agreements with industrial customers will be made, or what the changes will be to the billing structure for apartments. She said she must see those changes and what that revenue stream produces to know what increase will be needed to be to cover the debt service plus operations for Groundworx. Ms. Everett said there are a lot of unknowns that she cannot project right now, but that she had to put a mechanism in place to assure the rating agencies and the bond insurers [of the city's plan] to raise revenue for the debt service.

Council President Bradley stated that the City of Petal is a two million gallon-user and that [payment] structure is not worked out either. He noted the potential for a couple million dollars in revenue and said [that amount of money] would totally change the [plan].

Council member Delgado noted that Ms. Everett represented the administration at a [financial] meeting in New York and asked what representation was made as to [the rate] the City of Petal is paying currently. Ms. Everett said [Petal's] current rate was given, with [the caveat] that it is in potential litigation because an agreement [with Petal] has not been reached. Council member Delgado asked if Ms. Everett was referring to the current rate the city has assessed [Petal] or the current rate [Petal] is paying. Ms. Everett said she is not sure what rate [Petal] is paying right now; Council member Delgado said she understands [Petal] is paying the original rate.

Mayor DuPree stated that [Petal] is paying \$.66 right now. Council member Delgado asked [what rate

Petal] should be paying; the Mayor said he does not know but that the City of Ridgeland is paying Jackson \$1.76 per thousand. Ms. Everett said her understanding is that [Petal's rate] is \$.66 per thousand; she said the bill fluctuates based on the meter readings, for which she does not see details. She said the end revenue fluctuates month to month because of whatever effluent is actually flowing through that meter. Mayor DuPree said that if [Petal] has storm sewer overflow problems where there is an infiltration of water, that skews the amount that [the City of Hattiesburg] receives; he said that the two million gallons could be reduced significantly if [Petal] takes care of the storm sewer overflow.

Council member Delgado asked Ms. Everett what the law allows [the City of Hattiesburg] to charge Petal and other outside users; Ms. Everett stated her belief that [Petal and other outside users] can be charged up to double what city residents pay, which is \$3.32 per thousand. Council member Delgado commented that city residents pay \$3.32 and [Petal residents] pay \$.66.

The Mayor said he talked to attorney [Jerry] Mills and that Mr. Mills is willing to come tomorrow (2-19-14) to discuss the lawsuit filed [by the City of Petal] against [Hattiesburg]. The Mayor said Mr. Mills is not sure [the city] can charge [Petal] twice [the rate Hattiesburg residents pay] because of the point at which [Hattiesburg] actually get that effluent, because [Petal] takes care of its distribution lines; he said Mr. Mills wants to make sure that if there is a settlement, [the City of Hattiesburg] does not miss the opportunity to get its fair share. Council member Delgado asked if [the city] is in settlement negotiations; the Mayor said he is not.

The Mayor expressed appreciation to Council President Bradley for reminding those present of how the city got to this point. He referred to the \$14 million interest payment that could increase to \$36 million (sic); he said that, in reality, picking a different process would have saved [the city] well over \$100 million over the life of the project. He said talks during this process [covered] not only raising fees to pay for this [project], but also getting funds from other places. He said he tried diligently but was unsuccessful in [obtaining funds] from EPA, MDEQ and [other funding sources].

He said that he and [Council President Bradley] talked about the one percent sales tax as late as the previous week and that Council President Bradley had stated that the council is not prepared to do that. Mayor DuPree said \$10 million from the one percent sales tax could lessen the costs and high user fees to the citizens of Hattiesburg for this process, and could help also with infrastructure problems with streets, bridges and buildings. He said Tupelo [adopted a one percent sales tax] 25 years ago and Jackson did the same two or three weeks ago. He said that in Jackson, 90 percent of the people voted to get the one percent sales tax and to pay one percent more on the dollar so as to determine how their city looks and how their infrastructure will be. He said [Hattiesburg] needs to do same thing, that he does not think [the city] needs to vote on [sewer rate increases] until [there is a] vote on another income stream so [the city] can at least try. Mayor DuPree said that last year [the city] was able to get local and private legislation for 30 years so that whoever did this [wastewater treatment system] can get the money back. He said [Hattiesburg] could do the same thing again, especially as Jackson was in the exact same position. Mayor DuPree said this is not the last, that not only will there be increases in fees, but also operations costs will kick in, storm sewer overflow will cost another \$100 million, and reducing the size of the lagoon and finding a different aeration will cost a possible \$30-40 million. He said there must be another way to do it than on the backs of taxpayers.

Council member Delgado stated that there will be another definite \$30-40 million. Mayor DuPree said he knows [the Council] does not want to put [these costs] on the backs of taxpayers because [the city] has not raised taxes in the last 13 years. He said [the one percent sales tax] gives people who come to Hattiesburg every day and use [the city's] infrastructure the opportunity to help pay for it. He said that is what Jackson and Tupelo did and that he hopes that is what [the Council] will do.

Council member Carroll said the Mayor had a good point. He said [the city] will not get through any process of taking care of its sewer the way the EPA and MDEQ want without raising rates. He said [the city] will continue going down the path that was chosen with the land application. He said if [the city] does the one percent [sales tax] later on some of those future increases will not have to be as great, but that at this point, with the time frame [needed] to keep up with the agreed order, he [supports] going forward and adopting this ordinance.

Mayor DuPree said there are a lot of unknowns, including not only the one percent sales tax, but also Petal. He said [the city's] agreement with Groundworx is based on a certain amount of flow per day. He said there is a wall and Petal may decide to handle its own waste if it hits that wall; if they do, he said, [Hattiesburg] will not receive [Petal's] waste and thus would not be in compliance with its own agreement. Council member Carroll said that is true but the discussion now is about how to pay the interest and whether to save interest on the front end or the back end. He said there are plenty of

steps, that [the Mayor] is talking about step 10 or 20 down the road and [the city] is on step 3. He reiterated that, because of the time line of the agreed order [the city] is under, this [ordinance] needs to be adopted.

Council President Bradley said this is a wonderful time to have this discussion. He said over the last couple of years, before he even got on [the Council], a local option was offered that did not pass. The Mayor said [that occurred] in 2008. Council President Bradley said it is fine to have the discussion, but [the city] must define exactly what [revenue] is to be raised and on what to put the one percent tax; he said that could not have been done [in time for this meeting]. He said [the Council] has before it business that it has been dealing with for three years. He said [the city] is to the point that has been said will come, that the rates are going to go up and that [citizens] need to be ready. He said he does not know how [the city] could have anticipated this [time] with more meetings or more public announcements. Council President Bradley said he does not know what could have been done differently, as [the city] spent a good bit of money employing [Hattiesburg Resource Group] to hold public hearings and discussions in neighborhoods.

Council President Bradley said [the city] can continue right here; he said the Council can come back the first meeting in March, discuss [the one percent sales tax] more thoroughly and [potentially] pass it in that meeting, [an action] which would defer costs down the road. He said that [the city] can always go back and amend an ordinance if revenue is being generated from somewhere else, but that today there is not a choice. He said [the city] has followed this timeline, has milestones to meet, and has a contract with Groundworx. If [the city] does not do this, he said, he guesses [Groundworx] will borrow the interest money and [the city] will pay at the end of the [specified] time, but with the interest compounded, will pay more. He said the Council decided by a vote of 4-1, and [the Mayor] signed, the option all agreed was in the best interests of the city, to pay some [interest] now to prevent a big jump later; he said [the city] will have to pay [much] more on the rear end than it would on the front end.

Mayor DuPree stated that the people that are [in attendance] are paying [much] more; Council members Bradley and Dryden replied that [everyone is]. The Mayor said this was discussed this for several years, and that in 2008 [the one percent sales tax was passed by] the House of Representatives and not the Senate; he said [the city] was halfway home to bringing the one percent sales tax and that it has been talked about not for two years but for nine.

Council member Dryden said [the city] will need that one percent [sales tax] possibly to repair roads because they are in terrible shape; she said this [ordinance] is a separate issue. Mayor DuPree said part of the discussion has always been finding other funding besides on the back of the taxpayers and that [the city] has neglected to go out and pursue that. He said this is the first time anybody really knew percentages [of the rate increase] : 250 percent of the minimum, then 205 and 220 percent. He said that is a terrific jump for the average person in Hattiesburg, and that it is not the end.

Council member Dryden said she does not believe any [Council members] want to raise rates for water and sewer for the citizens of Hattiesburg, but at the end of the day, [the city] has to find a way to pay for the costs. She said it is only logical that those who use the water and sewer are responsible for paying for the treatment process. She said paying for roads is different, that people who come into the community use the roads. Council member Dryden listed three concerns about the information and about the rates: 1) she said industrial waste caused the problems with the lagoons, and that she would like clarification in the future on the rates industries will pay and how [those payments] will contribute to this cost, because they contribute waste. She suggested a three-tiered, rather than two-tiered, structure. 2) She said it is extremely important that [the city] look at consistency in turning water off if the bill is not paid, because it is the only recourse available to the water and sewer department 3) Council member Dryden said it appears there is a misconception among some that [sewer] rates would not have increased had mechanical treatment been the option. She said it is very important the public understand that rates would have increased with either method, and that in fact, the electricity and maintenance required for a mechanical treatment plant add to the cost. She said that at the end of the land application process, this city will have an option to own 10,000 acres of land, an extremely valuable resource, instead of owning an aging building with aging equipment. Council member Dryden said she has made it clear from the beginning that getting [city] waste out of the rivers is a moral issue and the right thing to do.

Mayor DuPree said that everybody who travels to Hattiesburg uses the roads, drink water, use the toilets, and use every part of [the city's] infrastructure. Council member Dryden said that is correct, but that [visitors] use the water and sewer in restaurants and places that are paying for the water and sewer. The Mayor agreed and said they are paying for it but not for the upgrades like they should.

The Mayor referred to a comparison [of costs] provided in May 2013 for the 25-[year] life cycle; he said the land application [system] cost \$681million and the mechanical [system] cost \$564 million; Council President Bradley said there were many changes in those numbers. He said the rates [the city] will be paying have been discussed for two years; he said [Hattiesburg] has been very fortunate to have had low rates and there is no doubt [the city] will be above the median, as [Hattiesburg] will have the largest infrastructure project in the State of Mississippi's history. He said it will cost money, but reminded that the rate structure will change as to how apartments will be billed, and that [the city] will broaden its base and have more users; he said the rate study conducted by HRG shows that next increase will not be as substantial as [the current one]. He said also that negotiations with [Petal] will [affect the size] of the increase. Council member Bradley said [the city] made this deal and must uphold its end of the deal. He said doing otherwise will place the citizens and the city in harm's way.

Council member Carroll said he totally agrees with what [the Mayor] is saying, that it needs to be addressed and discussed from tomorrow on; he said that for today, this [ordinance] is the next step that [the city] has to take. He said this is not the time to stop and look at all other alternatives, as that should have been done six months or a year ago. He said he still thinks [the city] needs to address [the one percent sales tax], and communicate on it, starting tomorrow, to halt potential rate [increases] in the future.

Mayor DuPree said this is a 90-day session, not a 120-day session, so the first meeting in March will almost be too late to do anything because the deadline would probably have come and gone.

Council member Carroll said that if [the Mayor and Council] discuss this and put it on next year's agenda, it will still be in plenty of time. He said [the city] just needs to take this one step now and move forward.

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

Yeas: 3 - Bradley, Carroll and Dryden

Nays: 2 - Delgado and Naylor

Yea: 3	Council Member Bradley
	Council Member Carroll
	Council Member Dryden
Nay: 2	Council Member Delgado
	Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2014-0054

Title

Adopt an Ordinance amending Section 21-2 (D) and Section 21-31 of the Code of Ordinances of the City of Hattiesburg, being Ordinance Number 997, adopted August 10, 1944, and last amended by Ordinance Number 3109 adopted August 6, 2013, to establish rates and charges for sanitary sewer service.

Summary

Ordinance establishing new sanitary sewer rates

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RECAP OF CALCULATIONS FOR GROUNDWORX FINANCING

DISCLAIMER: THE CALCULATIONS BELOW ARE BASED ON A DEBT SCHEDULE WHICH IS NOT YET FINAL AND MAY VARY BASED ON BOND RATING, BOND INSURANCE, MARKET ON DAY OF PRICING, ETC.

IN ADDITION, THERE ARE BOND COVENANTS WITH CITY-ISSUED REVENUE BONDS, AND REVENUE TESTS MUST BE MET EACH YEAR AS PART OF THE AUDIT PROCESS. IF, FOR ANY REASON, REVENUES ARE NOT SUFFICIENT TO MEET THOSE TESTS, AMENDMENTS TO THE RATE ORDINANCES WILL BE NECESSARY, REGARDLESS OF WHETHER THE DEBT SERVICE TESTS ATTRIBUTABLE TO THE GROUNDWORX CONTRACT ARE BEING MET.

The calculations below are based on several assumptions, which have been verified through analysis of current revenue receipts and conversations with the Stephens group as to when bonds will be sold and when the first debt payment will be due. If the ordinance is presented and voted on at the February 18, 2014 council meeting, it would go into effect 30 days after enactment, or April 1, 2014. Revenue collection at the new rate would begin to be received in May. It is anticipated at this time that the first debt service payment would be in October 2014.

The budgeted sewer revenue for FY 2014 is \$7,834,100. Revenue collected through January 31, 2014 shows that this projection is on target, so I will use that number as the basis for my calculations.

7,834,100 annual revenue / 12 = 652,841 monthly

3,839,504 initial debt service payment / 4 =	959,876	I am estimating 4 full months (June - September)
7,834,100 annual revenue / 12 =	652,842	of revenue realization at the new rate.
Total	307,034	/652,841 = 0.47 (say .50, or 1.50)

7834100 x 1.50/12 x 4 =	3,917,050
Debt service per schedule	<u>3,839,504</u>
Difference	77,546

Minimum water rate for remainder of FY 2014	11.03
Minimum sewer rate for remainder of FY 2014	11.03
Additional rate for Groundworx debt for FY 2014	16.55 (11.03 x 1.50)

The revised minimum sewer rate would be 250% of the water rate, or \$27.58.

The total minimum water and sewer rate would be \$38.61.

I feel comfortable that I have allowed for revenue fluctuations based on reduced water consumption, since sewer revenue is a percentage of water consumption, based on the following assumptions:

The budgeted sewer revenue of \$7,834,100 is based on 11 months collection at the current rate, since our ordinance was effective October 1, with revenue realization beginning in November. Revenue is on target with the budget at this time, and comparisons of December and January collections to the previous year's December and January collections reflect an approximate 15% increase, which is the amount of increase in the water and sewer rates. Therefore, the budgeted revenue number is actually less than we could expect in a 12-month period at the current rate.

I am basing calculations on a 4-month period of revenue collection, even though we would actually have a 5-month period (May - September) in which to collect revenues at the increased rate. Based on the City's billing structure, some May revenue would still be realized at the current rate, so eliminating this month from the projection provides added assurance of having sufficient funds available for the first service payment.

October 2014 collections: FY 2015

The scheduled increases as per the existing water & sewer rate ordinances of 10% in FY 2015, 10% in FY 2016, and 5% in FY 2017 can remain the same for the time being, for revenues to be applied to the City's budget. The additional sewer rate attributable to Groundworx debt for FY 2015 would be as follows:

In September 2014, the minimum water rate will increase by 10% to \$12.13. The minimum sewer rate would also increase to \$12.13. Using the total sewer revenue budget for FY 2014 as a base for calculating FY 2015 revenue, and setting the rate attributable to Groundworx debt, based on the amortization schedule, the sewer rate would be as follows:

7,834,100 x 1.10 =	8,617,510
Groundworx annual debt 7,679,008 x 1.30 debt coverage =	9,982,710
8,617,510x = 9,982,710	1.16 (say 1.20)

Minimum water rate for FY 2015	\$12.13
Minimum sewer rate for FY 2015 =	\$12.13
Additional rate for Groundworx debt =	\$14.56 (12.13 x 1.20)

The revised minimum sewer rate would be 220% of water, or \$26.69.

The total minimum water and sewer rate would be \$38.82.

October 2015 collections: FY 2016

This is the point where I feel evaluation of revenues will be necessary, as construction nears completion and proposed changes per the engineers' rate study begin to produce an additional revenue stream. The revenue budget projections I have calculated above do not take into account any proposed changes to billing procedure for certain customers, such as apartments, industrial contracts, or the agreement with the City of Petal.

With these factors in mind, I anticipate another amendment to the ordinance at this time.

At a minimum, the proposed amended ordinance will provide sufficient revenue to service Groundworx debt through September 2017. The city's decision was to establish an ordinance for the duration of the term of the elected officials, and the intention was to submit an amendment to the current rate ordinance to the next elected administration in 2017, to cover their term of office.

Carrying the calculations out for the duration of the current ordinance, the revised sewer rate ordinance would be as follows:

Budgeted revenue for FY 2016 8,617,510 x 1.10 current rate increase =	9,479,261
Groundworx debt 7,679,008 annual x 1.30 debt coverage =	9,982,710
9,479,261x = 9,982,710	1.05

Minimum water rate for FY 2016 =	\$13.34
Minimum sewer rate for FY 2016 =	\$13.34
Additional rate for Groundworx debt=	\$14.01 (13.34 x 1.05)

The revised minimum sewer rate would be 205% of water, or \$27.35.

The total minimum water and sewer rate would be \$40.69.

October 2016 collections: FY 2017

Budgeted revenue for FY 2017 9,479,261 x 1.05 current rate increase =	9,953,224
Groundworx debt 10,187,385 annual x 1.30 debt coverage =	13,243,601
9,953,224x 13,243,601	1.33

Minimum water rate for FY 2017 =	\$14.01
Minimum sewer rate for FY 2017 =	\$14.01
Additional rate for Groundworx debt=	\$18.63 (\$14.01 x 1.33)

The revised minimum sewer rate would be 233% of water, or \$32.64.

The total minimum water and sewer rate would be \$46.65.

ORDINANCE NO. _____

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE AMENDING SECTION 21-2 (D) AND 21-31 OF THE CODE OF ORDINANCES FOR THE CITY OF HATTIESBURG, BEING ORDINANCE NUMBER 997, AS AMENDED BY ORDINANCE NUMBER 1419, ORDINANCE NUMBER 2342, ORDINANCE NUMBER 2683, ORDINANCE NUMBER 2817, ORDINANCE NUMBER 2892, ORDINANCE NUMBER 3012, ORDINANCE NUMBER 3077, AND ORDINANCE NUMBER 3109, SO AS TO ESTABLISH RATES AND CHARGES FOR SANITARY SEWER SERVICE

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

SECTION 1. That Section 21-2 (D) and Section 21-31 of the Code of Ordinances for the City of Hattiesburg, Mississippi, being Ordinance Number 997 adopted August 10, 1944, as amended by Ordinance 1419 adopted February 6, 1962, Ordinance Number 2342 adopted April 2, 1990, Ordinance Number 2683 adopted March 16, 1999, Ordinance Number 2817 adopted May 20, 2003, Ordinance Number 2892 adopted December 6, 2005, Ordinance Number 3012 adopted September 2, 2008, Ordinance number 3077 adopted October 4, 2011, and Ordinance Number 3109 adopted August 6, 2013 be and the same is hereby amended to read as follows, to-wit:

Section 21-2 (D):

D. The following schedule of rates is hereby ascertained, found and declared to be reasonable and the same are established as the rates to be charged for sanitary sewer service per month:

1. Effective April 1, 2014, all residential customers shall be charged for sanitary sewer service at a monthly rate, excluding any surcharge, of two hundred fifty percent (250%) of their monthly water charge, with the minimum sanitary sewer charge to be twenty-seven dollars and fifty-eight cents (\$27.58) per month.

Effective September, 2014, all residential customers shall be charged for sanitary sewer service at a monthly rate, excluding any surcharge, of two hundred twenty percent (220%) of their monthly water charge, with the minimum sanitary sewer charge to be twenty-six dollars and sixty-nine cents (\$26.69) per month.

Effective September 1, 2015, all residential customers shall be charged for sanitary sewer service at a monthly rate, excluding any surcharge, of two hundred five percent (205%) of their monthly water charge, with the minimum sanitary sewer charge to be twenty-seven dollars and thirty-five cents (\$27.35) per month.

Effective September 1, 2016, all residential customers shall be charged for sanitary sewer service at a monthly rate, excluding any surcharge, of two hundred thirty-three percent (233%) of their monthly water charge, with the minimum sanitary sewer charge to be thirty-two dollars and sixty-four cents (\$32.64) per month.

2. Effective April 1, 2014, all nonresidential water users including motels, apartments and house trailers, shall be charged for sanitary sewer service at a monthly rate of two hundred fifty percent (250%) of their monthly water charge, with the minimum sanitary sewer charge to be twenty-seven dollars and fifty-eight cents (\$27.58) per month.

Effective September 1, 2014, all nonresidential water users including motels, apartments and house trailers, shall be charged for sanitary sewer service at a monthly rate of two hundred twenty percent (220%) of their monthly water charge, with the minimum sanitary sewer charge to be twenty-six dollars and sixty-nine cents (\$26.69) per month.

Effective September 1, 2015, all nonresidential water users including motels, apartments and house trailers, shall be charged for sanitary sewer service at a monthly rate of two hundred five percent (205%) of their monthly water charge, with the minimum sanitary sewer charge to be twenty-seven dollars and thirty-five cents (\$27.35) per month.

Effective September 1, 2016, all nonresidential water users including motels, apartments and house trailers, shall be charged for sanitary sewer service at a monthly rate of two hundred thirty-three percent (233%) of their monthly water charge, with the minimum sanitary sewer charge to be thirty-two dollars and sixty-four cents (\$32.64) per month.

3. Any individual, corporation, partnership, sole proprietorship or other legal entity owning water wells or other contractual customers and customers outside the corporate limits, shall be charged for sanitary sewer service at a monthly rate to be set by the Mayor and Council of the City of Hattiesburg.

Section 21-31:

The following sewer rate schedule shall apply to each user of the sewage system.

Effective April 1, 2014, this schedule includes the user charge as established herein and the charge for debt service and recovery of other costs, each based on volume of flow.

	<u>Debt Service</u>	<u>Total O & M</u>	<u>Total</u>
Initial Increment	\$2.41/1000 gal	\$5.89/1000 gal	\$8.30/1000 gal
Second Increment	\$2.00/1000 gal	\$4.88/1000 gal	\$6.88/1000 gal

Note: Contractual sewer revenues (not based directly upon water volume) are attributed to debt service and O&M at 29% and 71% respectively, based upon actual revenues collected.

Effective September 1, 2014, this schedule includes the user charge as established herein and the charge for debt service and recovery of other costs, each based on volume of flow.

	<u>Debt Service</u>	<u>Total O & M</u>	<u>Total</u>
Initial Increment	\$2.33/1000 gal	\$5.70/1000 gal	\$8.03/1000 gal
Second Increment	\$1.93/1000 gal	\$4.74/1000 gal	\$6.67/1000 gal

Note: Contractual sewer revenues (not based directly upon water volume) are attributed to debt service and O&M at 29% and 71% respectively, based upon actual revenues collected.

Effective September 1, 2015, this schedule includes the user charge as established herein and the charge for debt service and recovery of other costs, each based on volume of flow.

	<u>Debt Service</u>	<u>Total O & M</u>	<u>Total</u>
Initial Increment	\$2.39/1000 gal	\$5.85/1000 gal	\$8.24/1000 gal
Second Increment	\$1.98/1000 gal	\$4.85/1000 gal	\$6.83/1000 gal

Note: Contractual sewer revenues (not based directly upon water volume) are attributed to debt service and O&M at 29% and 71% respectively, based upon actual revenues collected.

Effective September 1, 2016, this schedule includes the user charge as established herein and the charge for debt service and recovery of other costs, each based on volume of flow.

	<u>Debt Service</u>	<u>Total O & M</u>	<u>Total</u>
Initial Increment	\$2.85/1000 gal	\$6.98/1000 gal	\$9.83/1000 gal
Second Increment	\$2.37/1000 gal	\$5.79/1000 gal	\$8.16/1000 gal

Note: Contractual sewer revenues (not based directly upon water volume) are attributed to debt service and O&M at 29% and 71% respectively, based upon actual revenues collected.

SECTION 2. That except as hereby expressly changed and amended, Ordinance Number 997 adopted August 10, 1944, as amended by Ordinance 1419 adopted February 6, 1962, Ordinance Number 2342 adopted April 2, 1990, Ordinance Number 2683 adopted March 16, 1999, Ordinance Number 2817 adopted May 20, 2003, Ordinance Number 2892 adopted December 6, 2005, Ordinance Number 3012 adopted September 2, 2008, Ordinance Number 3077 adopted October 4, 2011, and Ordinance Number 3109 adopted August 6, 2013 shall be and does remain in full force and effect as adopted.

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

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the Ordinance adopted, this the 18th day of February, A.D., 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Ordinance, having been submitted to and approved by the Mayor, this the 18th day of February, A.D., 2014.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



MAYOR

JOHNNY L. DUPREE, Ph.D.

Council - Ward 1 Kim Bradley	Council - Ward 2 Deborah Denard Delgado	Council - Ward 3 Carter Carroll	Council - Ward 4 Mary Dryden	Council - Ward 5 Henry Naylor
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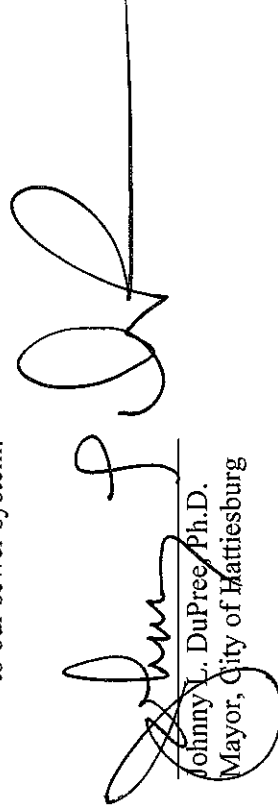
February 27, 2014

VETO

After much thought and consideration regarding the impact of the sewer rate increase upon the average household of residents of the City of Hattiesburg, I am compelled to veto this ordinance increasing the sewer rates at this time. I have come to this conclusion based upon the following reasons:

1. Other means for raising revenue should be exhausted before a rate increase of this magnitude is placed upon our citizens. The use of a 1% sales tax, similar to the one recently passed in Jackson by an overwhelming majority of its residents, would minimize, if not eliminate, the burden increased sewer rate fees as imposed in this ordinance will cause our residents. To proceed in the manner as proposed will result in a \$29.3M rate increase for approximately 42 months. Without the benefit of any other revenue source, such as the 1% sales tax, the sewer rate fees will increase for the foreseeable future.
2. It has been the policy of the City as adopted by the Council that taxes would not be increased. This policy has been adhered to despite the fact that the cost for raw materials, supplies, and equipment has continued to increase thereby increasing the cost for services provided by the City. The increase in the sewer rates is the equivalent of an increase in taxes. Property owners have no choice but to pay their taxes or risk losing their property in a tax sale. Our residents have no choice but to pay their sewer charges or risk their water service being terminated. This sewer rate increase, applied over a yearly average, is the equivalent of the imposition of a 10-mill increase on property taxes and has the potential effect of being the equivalent of a 73-mill increase if fully implemented over the next 4 years.
3. Many our the City's residents are low to moderate income families with their income from minimum wage jobs and in many instances it may be limited to SSI, which average about \$780.00 per month or income from Social Security. This sewer rate increase has the greatest potential of becoming financially devastating for these families.

For these reasons I am vetoing this ordinance and I urge the Council to work with me in seeking alternative means to raise revenue to make the lease payments and purchase the improvements to be made to our sewer system.


Johnny L. DuPree, Ph.D.
Mayor, City of Hattiesburg

Telephone (601) 545-4501 • Fax (601) 545-4608
Email mayor@hattiesburgms.com • Website www.hattiesburgms.com

ORDINANCE NO. _____

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE AMENDING SECTION 21-2 (D) AND 21-31 OF THE CODE OF ORDINANCES FOR THE CITY OF HATTIESBURG, BEING ORDINANCE NUMBER 997, AS AMENDED BY ORDINANCE NUMBER 1419, ORDINANCE NUMBER 2342, ORDINANCE NUMBER 2683, ORDINANCE NUMBER 2817, ORDINANCE NUMBER 2892, ORDINANCE NUMBER 3012, ORDINANCE NUMBER 3077, AND ORDINANCE NUMBER 3109, SO AS TO ESTABLISH RATES AND CHARGES FOR SANITARY SEWER SERVICE

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF

HATTIESBURG, MISSISSIPPI:

SECTION 1. That Section 21-2 (D) and Section 21-31 of the Code of

Ordinances for the City of Hattiesburg, Mississippi, being Ordinance Number 997 adopted

August 10, 1944, as amended by Ordinance 1419 adopted February 6, 1962, Ordinance Number

2342 adopted April 2, 1990, Ordinance Number 2683 adopted March 16, 1999, Ordinance

Number 2817 adopted May 20, 2003, Ordinance Number 2892 adopted December 6, 2005,

Ordinance Number 3012 adopted September 2, 2008, Ordinance number 3077 adopted October

4, 2011, and Ordinance Number 3109 adopted August 6, 2013 be and the same is hereby

amended to read as follows, to-wit:

Section 21-2 (D):

D. The following schedule of rates is hereby ascertained, found and declared to be reasonable and the same are established as the rates to be charged for sanitary sewer service per month:

1. Effective April 1, 2014, all residential customers shall be charged for sanitary sewer service at a monthly rate, excluding any surcharge, of two hundred fifty percent (250%) of their monthly water charge, with the minimum sanitary sewer charge to be twenty-seven dollars and fifty-eight cents (\$27.58) per month.

Effective September, 2014, all residential customers shall be charged for sanitary sewer service at a monthly rate, excluding any surcharge, of two hundred twenty percent (220%) of their monthly water charge, with the minimum sanitary sewer charge to be twenty-six dollars and sixty-nine cents (\$26.69) per month.

Effective September 1, 2015, all residential customers shall be charged for sanitary sewer service at a monthly rate, excluding any surcharge, of two hundred five percent (205%) of their monthly water charge, with the minimum sanitary sewer charge to be twenty-seven dollars and thirty-five cents (\$27.35) per month.

Effective September 1, 2016, all residential customers shall be charged for sanitary sewer service at a monthly rate, excluding any surcharge, of two hundred thirty-three percent (233%) of their monthly water charge, with the minimum sanitary sewer charge to be thirty-two dollars and sixty-four cents (\$32.64) per month.

2. Effective April 1, 2014, all nonresidential water users including motels, apartments and house trailers, shall be charged for sanitary sewer service at a monthly rate of two hundred fifty percent (250%) of their monthly water charge, with the minimum sanitary sewer charge to be twenty-seven dollars and fifty-eight cents (\$27.58) per month.

Effective September 1, 2014, all nonresidential water users including motels, apartments and house trailers, shall be charged for sanitary sewer service at a monthly rate of two hundred twenty percent (220%) of their monthly water charge, with the minimum sanitary sewer charge to be twenty-six dollars and sixty-nine cents (\$26.69) per month.

Effective September 1, 2015, all nonresidential water users including motels, apartments and house trailers, shall be charged for sanitary sewer service at a monthly rate of two hundred five percent (205%) of their monthly water charge, with the minimum sanitary sewer charge to be twenty-seven dollars and thirty-five cents (\$27.35) per month.

Effective September 1, 2016, all nonresidential water users including motels, apartments and house trailers, shall be charged for sanitary sewer service at a monthly rate of two hundred thirty-three percent (233%) of their monthly water charge, with the minimum sanitary sewer charge to be thirty-two dollars and sixty-four cents (\$32.64) per month.

3. Any individual, corporation, partnership, sole proprietorship or other legal entity owning water wells or other contractual customers and customers outside the corporate limits, shall be charged for sanitary sewer service at a monthly rate to be set by the Mayor and Council of the City of Hattiesburg.

Section 21-31:

The following sewer rate schedule shall apply to each user of the sewage system.

Effective April 1, 2014, this schedule includes the user charge as established herein and the charge for debt service and recovery of other costs, each based on volume of flow.

<u>Debt Service</u>	<u>Total O & M</u>	<u>Total</u>
Initial Increment \$2.41/1000 gal	\$5.89/1000 gal	\$8.30/1000 gal
Second Increment \$2.00/1000 gal	\$4.88/1000 gal	\$6.88/1000 gal

Note: Contractual sewer revenues (not based directly upon water volume) are attributed to debt service and O&M at 29% and 71% respectively, based upon actual revenues collected.

Effective September 1, 2014, this schedule includes the user charge as established herein and the charge for debt service and recovery of other costs, each based on volume of flow.

<u>Debt Service</u>	<u>Total O & M</u>	<u>Total</u>
Initial Increment \$2.33/1000 gal	\$5.70/1000 gal	\$8.03/1000 gal
Second Increment \$1.93/1000 gal	\$4.74/1000 gal	\$6.67/1000 gal

Note: Contractual sewer revenues (not based directly upon water volume) are attributed to debt service and O&M at 29% and 71% respectively, based upon actual revenues collected.

Effective September 1, 2015, this schedule includes the user charge as established herein and the charge for debt service and recovery of other costs, each based on volume of flow.

<u>Debt Service</u>	<u>Total O & M</u>	<u>Total</u>
Initial Increment \$2.39/1000 gal	\$5.85/1000 gal	\$8.24/1000 gal
Second Increment \$1.98/1000 gal	\$4.85/1000 gal	\$6.83/1000 gal

Note: Contractual sewer revenues (not based directly upon water volume) are attributed to debt service and O&M at 29% and 71% respectively, based upon actual revenues collected.

Effective September 1, 2016, this schedule includes the user charge as established herein and the charge for debt service and recovery of other costs, each based on volume of flow.

<u>Debt Service</u>	<u>Total O & M</u>	<u>Total</u>
Initial Increment \$2.85/1000 gal	\$6.98/1000 gal	\$9.83/1000 gal
Second Increment \$2.37/1000 gal	\$5.79/1000 gal	\$8.16/1000 gal

Note: Contractual sewer revenues (not based directly upon water volume) are attributed to debt service and O&M at 29% and 71% respectively, based upon actual revenues collected.

SECTION 2. That except as hereby expressly changed and amended, Ordinance Number 997 adopted August 10, 1944, as amended by Ordinance 1419 adopted February 6, 1962, Ordinance Number 2342 adopted April 2, 1990, Ordinance Number 2683 adopted March 16, 1999, Ordinance Number 2817 adopted May 20, 2003, Ordinance Number 2892 adopted December 6, 2005, Ordinance Number 3012 adopted September 2, 2008, Ordinance Number 3077 adopted October 4, 2011, and Ordinance Number 3109 adopted August 6, 2013 shall be and does remain in full force and effect as adopted.

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

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

YEAS:	Bradley	NAYS:	Deigado	ABSENT:
	Carroll		Naylor	
	Dryden			

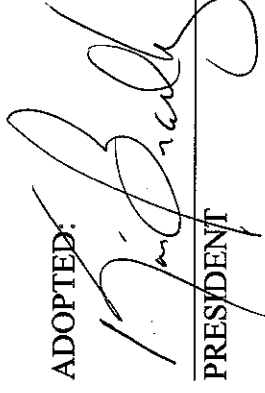
The President thereby declared the motion carried and the Ordinance adopted, this the 18th day of February, A.D., 2014.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:



PRESIDENT

The above and foregoing Ordinance, having been submitted to and approved by the Mayor, this the 18th day of February, A.D., 2014.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2014-0933

File ID: 2014-0933

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 02/13/2014

Brief Title: Adopt Resolution approving Southern Pointe tax increment financing plan

Final Action: 02/18/2014

Minute Book Number: MB2014-48

Title: Adopt Resolution approving the form of and authorizing the execution of an Interlocal Cooperation Agreement between Forrest County, Mississippi and the City of Hattiesburg, Mississippi to facilitate the implementation of tax increment financing plans for the Southern Pointe project.

Notes:

Sponsors:

Enactment Date:

Attachments: Southern Pointe Interlocal Agreement, executed
Southern Pointe Interlocal Agreement RES2014-20

Enactment Number:

Contact: Connie Everett

Meeting Date: 02/18/2014

Drafter: Connie Everett

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/18/2014	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Adopt Resolution approving the form of and authorizing the execution of an Interlocal Cooperation Agreement between Forrest County, Mississippi and the City of Hattiesburg, Mississippi to facilitate the implementation of tax increment financing plans for the Southern Pointe project.

Ms. Everett provided an overview and said this is the next phase of the Southern Pointe project. She said there has been some expansion [at the site] with the surgery center and that property values have increased to a level that can support debt to repay the developer for this investment. Ms. Everett said Phase 1 of the Southern Pointe [project] has been completed and the bonds have been paid off; she said this is a new interlocal agreement and that the county is supposed to vote this week as well.

Council member Carroll said this [project] is the new hospital. He said that [the project] had been extended because of the recession and Hurricane Katrina.

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

TEL-No Vote: 0

Text of Legislative File 2014-0933

Title

Adopt Resolution approving the form of and authorizing the execution of an Interlocal Cooperation Agreement between Forrest County, Mississippi and the City of Hattiesburg, Mississippi to facilitate the implementation of tax increment financing plans for the Southern Pointe project.

Summary

Adopt Resolution for Southern Pointe tax increment financing plan

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT (SOUTHERN POINTE TIF PROJECT) BETWEEN FORREST COUNTY, MISSISSIPPI (THE "COUNTY") AND THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") TO FACILITATE THE IMPLEMENTATION OF THE CITY'S AND COUNTY'S TAX INCREMENT FINANCING PLANS, APPROVED AND ADOPTED IN DECEMBER 2000, AS AMENDED IN APRIL 2013 (SOUTHERN POINTE PROJECT); AND FOR RELATED PURPOSES.

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. On April 16, 2013, the City approved and adopted an amendment to the Tax Increment Financing Plan (Southern Pointe Project) City of Hattiesburg, Mississippi, December 2000 (the "City Amended TIF Plan") and on April 16, 2013, the County approved and adopted an amendment to the Tax Increment Financing Plan (Southern Pointe Project) Forrest County, Mississippi, December 2000 (the "County Amended TIF Plan") (the City Amended TIF Plan and the County Amended TIF Plan collectively referred to hereinafter as the "Amended TIF Plans"), which provide for the issuance of not to exceed the principal amount of \$3,680,000 Tax Increment Financing Bonds of the City (the "Bonds") to fund certain infrastructure improvements described in the Amended TIF Plans and further provide for the joint and mutual pledge and division of the incremental increase in tax revenues generated by the development and redevelopment within the Tax Increment Financing District, defined in the Amended TIF Plans, as security for the Bonds. The first series of bonds under the original TIF Plans were issued in 2001 in the principal amount of \$670,000, same being retired in November 2012, thereby leaving the remaining authority under the Amended TIF Plans to be not to exceed \$3,010,000 (the "Additional Bonds").

2. The City and the County desire to enter into an Interlocal Cooperation Agreement to provide for the construction, operation, maintenance and funding of infrastructure improvements as provided in the Amended TIF Plans and as authorized by §§ 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "Tax Increment Financing Laws").

3. Pursuant to the Interlocal Cooperation Agreement, the City and the County shall contract with each other for the joint and cooperative action relating to the financing for the construction of the infrastructure improvements and facilities and to jointly pledge revenues to fund the debt service of any such indebtedness incurred pursuant to the Tax Increment Finance Laws and subject to certain limitations as set forth in the Interlocal Cooperation Agreement which provides the City and the County shall each pledge a portion of the Tax Increment generated by the Southern Pointe Project, and which provides for the issuance of the Additional Bonds, as set forth in the Amended TIF Plans.

4. The Interlocal Cooperation Agreement is necessary to facilitate implementation of the TIF Plans and will further the public interest and convenience of citizens of the City.

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

SECTION 1. That the Governing Body of the City does hereby approve the Interlocal Cooperation Agreement in the form attached hereto as **EXHIBIT A**, and does hereby authorize the Mayor and City Clerk to execute the Interlocal Cooperation Agreement in substantially the same form as is attached hereto, for and on behalf of the City.

SECTION 2. All orders, resolutions or proceedings of this Governing Body in conflict with the provisions of this resolution shall be and are hereby appealed, rescinded and set aside, but only to the extent of such conflict, if any.

SECTION 3. For cause, this resolution shall become effective immediately upon adoption thereof.

Council Member _____ made a motion to adopt the foregoing Resolution, Council Member _____ seconded the motion to adopt the foregoing Resolution, and the vote thereupon was as follows:

YEAS:

NAYS:

The motion having received the affirmative vote of the Governing Body, the President of the City Council declared the motion carried and the Resolution adopted, on this the ____ day of _____, 2014.

ATTEST:

CLERK OF COUNCIL

KIM BRADLEY, PRESIDENT

[SEAL]

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the ____ day of _____, 2014.

ATTEST:

**CONNIE EVERETT,
ACTING CITY CLERK**

JOHNNY L. DUPREE, MAYOR

[SEAL]

EXHIBIT A

INTERLOCAL COOPERATION AGREEMENT

19212692v2

INTERLOCAL COOPERATION AGREEMENT
Southern Pointe TIF Project

THIS AGREEMENT is made by and between **FORREST COUNTY, MISSISSIPPI** (the “County”), a political subdivision of the State of Mississippi, acting by and through its duly elected and serving Board of Supervisors, and the **CITY OF HATTIESBURG, MISSISSIPPI** (the “City”), a municipal corporation of the State of Mississippi, acting by and through its duly elected and serving Mayor and City Council.

WITNESSETH:

WHEREAS, the City and County are authorized pursuant to §§ 21-45-1 et seq., Mississippi Code of 1972, as amended (the “Act”), to contract with each other for joint and cooperative action relating to the financing for the construction of infrastructure improvements and facilities and to jointly pledge revenues to fund the debt service of any such indebtedness incurred pursuant to the Act; and

WHEREAS, Southern Development Resources, Inc. (the “Developer”) requested the City and County to participate in the construction of a Redevelopment Project (defined in the Tax Increment Financing Plan Southern Pointe Project, City of Hattiesburg, Mississippi, December 2000, as amended April 2013 (the “City Amended TIF Plan”) and the Tax Increment Financing Plan Southern Pointe Project, Forrest County, Mississippi, December 2000, as amended April 2013 (the “County Amended TIF Plan” together with the City Amended TIF Plan, the “Amended TIF Plans”) by issuing tax increment limited obligation bonds in principal amount of up to \$3,680,000 for a term of up to twenty (20) years, a portion of the proceeds of which have or will be used to pay the costs of constructing infrastructure improvements necessary for the Redevelopment Project all as described in the Amended TIF Plans and as authorized pursuant to the Act; and

WHEREAS, pursuant to the Amended TIF Plans, the City entered into a Security and Reimbursement Agreement with the Developer, dated March 20, 2001, as amended April 16, 2013, (the “Development Agreement”), memorializing the Developer’s agreement to construct the infrastructure improvements and complete the Redevelopment Project and the City’s intent, acting in concert with the County, to issue tax increment limited obligation bonds in principal amount of not to exceed \$3,680,000 for a term of up to twenty (20) years (the “Bonds”), in one or more series, subject to the conditions set forth in the Development Agreement, in order to fund all or a part of the costs of the Infrastructure Improvements (as defined in the Amended TIF Plans and the Development Agreement and subject to those conditions stated in the Development Agreement) all as are authorized by the Act and as described in the Amended TIF Plans (the Amended TIF Plans and the Development Agreement being hereafter referred to, collectively, as the “TIF Documents”); and

WHEREAS, the first series of bonds under the TIF Documents were issued in 2001 in the principal amount of \$670,000, same being retired in November 2012, thereby leaving the remaining authority under the Amended TIF Plans to be not to exceed \$3,010,000 (the “Additional Bonds”).

Error! Unknown document property name.

WHEREAS, the City and the County, in accordance with the TIF Documents, desire to, and hereby do, enter into this Interlocal Cooperation Agreement (“this Agreement”) wherein the City and the County agree to pledge certain incremental increases in real and personal property ad valorem tax revenue (excluding school taxes) and payments in lieu of taxes, if applicable, generated by the Redevelopment Project as security for debt service on the Additional Bonds issued by the City for purposes of reimbursing the Developer for part of the costs of the Infrastructure Improvements as defined in the TIF Documents.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the above and the mutual covenants and promises contained herein, the City and the County do hereby agree as follows:

1. **DURATION:** This Agreement shall be in force and effect until the Additional Bonds, including refunding of the Additional Bonds, issued by the City under the TIF Documents are paid in full.

2. **PURPOSE:** The purpose of this Agreement is to define the responsibilities of the City and County with respect to the development and redevelopment of the TIF District as described and set forth in the TIF Documents and the financing of certain of the Infrastructure Improvements in connection thereto.

3. **STATUTORY AUTHORITY:** The City and County are authorized to fulfill the terms of this Agreement under the authority of §§ 21-45-1 et seq., Mississippi Code of 1972, as amended.

4. **REDEVELOPMENT PROJECT:** Shall consist of the proposed “Southern Pointe Project” development as described in the TIF Plans, which includes the Southern Bone & Joint Clinic, Nicholson CPA, a new facility for Forrest General Hospital, with additional land for future development within the TIF District as defined in the TIF Documents.

5. **THE INFRASTRUCTURE IMPROVEMENTS:** Shall consist of the Redevelopment Project related Infrastructure Improvements as defined in the TIF Documents including, but are not necessarily limited to, installation and/or relocation of utilities such as water, sanitary sewer, burying and relocation of electrical lines, construction of drainage improvements, construction of roadways with curb and gutter, concrete walks, sidewalks, lighting, site demolition and grading, parking and associated site development, installation of signage, landscaping of rights-of-way, irrigation, related engineering fees, attorney’s fees, TIF Plan preparation fees, capitalized interest, and other related soft costs in connection with construction and development of the Project located within the Tax Increment Financing District (“TIF District”) as identified in the TIF Plans.

6. **ADMINISTRATION:** This Agreement shall be administered as a joint undertaking of the County and City. A separate entity is not created under this Agreement.

(1) The City shall have the following obligations and responsibilities:

a. The City is designated as the legal entity assigned the responsibility for administration of this joint undertaking, and the City Clerk is hereby designated as the officer to receive, disburse and account for the funds of the undertaking in the manner prescribed by law.

b. The City shall provide documentation to the County for any expenditures made with respect to this Agreement.

c. The City will employ best efforts to cooperate with the Developer, its successors and/or assigns to process and timely issue permits, approve plans and effect consideration of and/or performing and/or taking such other actions as may facilitate and/or support the Developer in completing the Redevelopment Project. The City will effect such procedures with respect to the sale and issuance of the Additional Bonds, including, without limitation, the adoption of appropriate resolutions and such other procedures and documents as may be required by the Act.

d. Subject to the City's verification of the lawfully available Tax Increment (as defined herein below) available to the City under the Amended TIF Plans and this Interlocal Agreement; and inspection of the Infrastructure Improvements as defined in the TIF Documents, to verify that they have been completed in accordance with the City's standards, codes and resolutions; the City will use all reasonable efforts to sell and issue the Additional Bonds, in one or more series, in an aggregate amount not to exceed (\$3,010,000), pursuant to the terms of the Act on such terms, conditions and rates of interest as shall be mutually agreeable to the City and to the purchaser of the Additional Bonds; provided, however, that the Additional Bonds will not be sold and issued until such time as the Developer has complied with the prerequisites to issuance set forth in the TIF Documents.

e. Payment of the principal and interest on the Additional Bonds will be secured and provided for by a pledge from the City and County of the Tax Increment as defined hereinbelow. As used herein and in this Agreement, "Tax Increment" shall mean the incremental increase in real and personal property ad valorem tax revenue (excluding school taxes) and payments in lieu of taxes, if applicable, generated within the TIF District to the City and County by the Redevelopment Project as provided for in the TIF Documents; provided however, the City's and County's respective pledges shall be capped at such dollar amount as is generated by 41.65 mills each when applied to the Captured Assessed Value as defined under the Act (respectively, the "City Share" and the "County Share").

f. Costs of issuance for the Additional Bonds including, but not limited to, the fees and expenses of the City, will be paid from the proceeds of the Additional Bonds as provided in the TIF Documents.

g. The City shall provide for the timely payment of debt service relating to the Additional Bonds utilizing the lawfully available Tax Increment, including the City Share and the County Share.

(2) The County shall have the following obligations and responsibilities:

a. As set forth in the TIF Documents, the County shall pledge the County Share of the Tax Increment as security for the Additional Bonds.

b. The County hereby agrees to execute any security instruments consistent with this Interlocal Agreement as may be reasonably necessary and required by the City's Bond Resolution for the issuance of the Additional Bonds, including any refunding of the Additional Bonds.

c. The County shall provide for the timely payment of the County Share to the City Clerk so as to enable the City to make timely payment of debt service relating to the Additional Bonds as set forth herein.

5. **AMENDMENT:** This Agreement may be amended by mutual written consent of the County and the City.

6. **EFFECTIVE DATE:** This Agreement shall become effective from and after the date it has been approved by the governing authorities of the County and City and executed by the parties hereto using multiple counterparts.

THIS AGREEMENT ENTERED into this the ____ day of _____, 2014.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Mayor

ATTEST:

By: _____
City Clerk

FORREST COUNTY, MISSISSIPPI

By: _____
President, Board of Supervisors

ATTEST:

Chancery Clerk

RESOLUTION APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT (SOUTHERN POINTE TIF PROJECT) BETWEEN FORREST COUNTY, MISSISSIPPI (THE "COUNTY") AND THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") TO FACILITATE THE IMPLEMENTATION OF THE CITY'S AND COUNTY'S TAX INCREMENT FINANCING PLANS, APPROVED AND ADOPTED IN DECEMBER 2000, AS AMENDED IN APRIL 2013 (SOUTHERN POINTE PROJECT); AND FOR RELATED PURPOSES.

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. On April 16, 2013, the City approved and adopted an amendment to the Tax Increment Financing Plan (Southern Pointe Project) City of Hattiesburg, Mississippi, December 2000 (the "City Amended TIF Plan") and on April 16, 2013, the County approved and adopted an amendment to the Tax Increment Financing Plan (Southern Pointe Project) Forrest County, Mississippi, December 2000 (the "County Amended TIF Plan") (the City Amended TIF Plan and the County Amended TIF Plan collectively referred to hereinafter as the "Amended TIF Plans"), which provide for the issuance of not to exceed the principal amount of \$3,680,000 Tax Increment Financing Bonds of the City (the "Bonds") to fund certain infrastructure improvements described in the Amended TIF Plans and further provide for the joint and mutual pledge and division of the incremental increase in tax revenues generated by the development and redevelopment within the Tax Increment Financing District, defined in the Amended TIF Plans, as security for the Bonds. The first series of bonds under the original TIF Plans were issued in 2001 in the principal amount of \$670,000, same being retired in November 2012, thereby leaving the remaining authority under the Amended TIF Plans to be not to exceed \$3,010,000 (the "Additional Bonds").

2. The City and the County desire to enter into an Interlocal Cooperation Agreement to provide for the construction, operation, maintenance and funding of infrastructure improvements as provided in the Amended TIF Plans and as authorized by §§ 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "Tax Increment Financing Laws").

3. Pursuant to the Interlocal Cooperation Agreement, the City and the County shall contract with each other for the joint and cooperative action relating to the financing for the construction of the infrastructure improvements and facilities and to jointly pledge revenues to fund the debt service of any such indebtedness incurred pursuant to the Tax Increment Finance Laws and subject to certain limitations as set forth in the Interlocal Cooperation Agreement which provides the City and the County shall each pledge a portion of the Tax Increment generated by the Southern Pointe Project, and which provides for the issuance of the Additional Bonds, as set forth in the Amended TIF Plans.

4. The Interlocal Cooperation Agreement is necessary to facilitate implementation of the TIF Plans and will further the public interest and convenience of citizens of the City.

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

SECTION 1. That the Governing Body of the City does hereby approve the Interlocal Cooperation Agreement in the form attached hereto as **EXHIBIT A**, and does hereby authorize the Mayor and City Clerk to execute the Interlocal Cooperation Agreement in substantially the same form as is attached hereto, for and on behalf of the City.

SECTION 2. All orders, resolutions or proceedings of this Governing Body in conflict with the provisions of this resolution shall be and are hereby appealed, rescinded and set aside, but only to the extent of such conflict, if any.

SECTION 3. For cause, this resolution shall become effective immediately upon adoption thereof.

Council Member Carroll made a motion to adopt the foregoing Resolution, Council Member Delgado seconded the motion to adopt the foregoing Resolution, and the vote thereupon was as follows:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The motion having received the affirmative vote of the Governing Body, the President of the City Council declared the motion carried and the Resolution adopted, on this the 18th day of February, 2014.

ATTEST:

Debra K. Bernardo
CLERK OF COUNCIL

Kim Bradley
KIM BRADLEY, PRESIDENT

[SEAL]

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 18th day of February 2014.

ATTEST:

Connie Everett (cc)
CONNIE EVERETT,
ACTING CITY CLERK

[SEAL]

Johnny L. Dupree
JOHNNY L. DUPREE, MAYOR

EXHIBIT A
INTERLOCAL COOPERATION AGREEMENT

19212692v2

INTERLOCAL COOPERATION AGREEMENT
Southern Pointe TIF Project

THIS AGREEMENT is made by and between **FORREST COUNTY, MISSISSIPPI** (the "County"), a political subdivision of the State of Mississippi, acting by and through its duly elected and serving Board of Supervisors, and the **CITY OF HATTIESBURG, MISSISSIPPI** (the "City"), a municipal corporation of the State of Mississippi, acting by and through its duly elected and serving Mayor and City Council.

WITNESSETH:

WHEREAS, the City and County are authorized pursuant to §§ 21-45-1 et seq., Mississippi Code of 1972, as amended (the "Act"), to contract with each other for joint and cooperative action relating to the financing for the construction of infrastructure improvements and facilities and to jointly pledge revenues to fund the debt service of any such indebtedness incurred pursuant to the Act; and

WHEREAS, Southern Development Resources, Inc. (the "Developer") requested the City and County to participate in the construction of a Redevelopment Project (defined in the Tax Increment Financing Plan Southern Pointe Project, City of Hattiesburg, Mississippi, December 2000, as amended April 2013 (the "City Amended TIF Plan") and the Tax Increment Financing Plan Southern Pointe Project, Forrest County, Mississippi, December 2000, as amended April 2013 (the "County Amended TIF Plan" together with the City Amended TIF Plan, the "Amended TIF Plans") by issuing tax increment limited obligation bonds in principal amount of up to \$3,680,000 for a term of up to twenty (20) years, a portion of the proceeds of which have or will be used to pay the costs of constructing infrastructure improvements necessary for the Redevelopment Project all as described in the Amended TIF Plans and as authorized pursuant to the Act; and

WHEREAS, pursuant to the Amended TIF Plans, the City entered into a Security and Reimbursement Agreement with the Developer, dated March 20, 2001, as amended April 16, 2013, (the "Development Agreement"), memorializing the Developer's agreement to construct the infrastructure improvements and complete the Redevelopment Project and the City's intent, acting in concert with the County, to issue tax increment limited obligation bonds in principal amount of not to exceed \$3,680,000 for a term of up to twenty (20) years (the "Bonds"), in one or more series, subject to the conditions set forth in the Development Agreement, in order to fund all or a part of the costs of the Infrastructure Improvements (as defined in the Amended TIF Plans and the Development Agreement and subject to those conditions stated in the Development Agreement) all as are authorized by the Act and as described in the Amended TIF Plans (the Amended TIF Plans and the Development Agreement being hereafter referred to, collectively, as the "TIF Documents"); and

WHEREAS, the first series of bonds under the TIF Documents were issued in 2001 in the principal amount of \$670,000, same being retired in November 2012, thereby leaving the remaining authority under the Amended TIF Plans to be not to exceed \$3,010,000 (the "Additional Bonds").

WHEREAS, the City and the County, in accordance with the TIF Documents, desire to, and hereby do, enter into this Interlocal Cooperation Agreement ("this Agreement") wherein the City and the County agree to pledge certain incremental increases in real and personal property ad valorem tax revenue (excluding school taxes) and payments in lieu of taxes, if applicable, generated by the Redevelopment Project as security for debt service on the Additional Bonds issued by the City for purposes of reimbursing the Developer for part of the costs of the Infrastructure Improvements as defined in the TIF Documents.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the above and the mutual covenants and promises contained herein, the City and the County do hereby agree as follows:

1. **DURATION:** This Agreement shall be in force and effect until the Additional Bonds, including refunding of the Additional Bonds, issued by the City under the TIF Documents are paid in full.
2. **PURPOSE:** The purpose of this Agreement is to define the responsibilities of the City and County with respect to the development and redevelopment of the TIF District as described and set forth in the TIF Documents and the financing of certain of the Infrastructure Improvements in connection thereto.
3. **STATUTORY AUTHORITY:** The City and County are authorized to fulfill the terms of this Agreement under the authority of §§ 21-45-1 et seq., Mississippi Code of 1972, as amended.
4. **REDEVELOPMENT PROJECT:** Shall consist of the proposed "Southern Pointe Project" development as described in the TIF Plans, which includes the Southern Bone & Joint Clinic, Nicholson CPA, a new facility for Forrest General Hospital, with additional land for future development within the TIF District as defined in the TIF Documents.
5. **THE INFRASTRUCTURE IMPROVEMENTS:** Shall consist of the Redevelopment Project related Infrastructure Improvements as defined in the TIF Documents including, but are not necessarily limited to, installation and/or relocation of utilities such as water, sanitary sewer, burying and relocation of electrical lines, construction of drainage improvements, construction of roadways with curb and gutter, concrete walks, sidewalks, lighting, site demolition and grading, parking and associated site development, installation of signage, landscaping of rights-of-way, irrigation, related engineering fees, attorney's fees, TIF Plan preparation fees, capitalized interest, and other related soft costs in connection with construction and development of the Project located within the Tax Increment Financing District ("TIF District") as identified in the TIF Plans.
6. **ADMINISTRATION:** This Agreement shall be administered as a joint undertaking of the County and City. A separate entity is not created under this Agreement.
 - (1) The City shall have the following obligations and responsibilities:

a. The City is designated as the legal entity assigned the responsibility for administration of this joint undertaking, and the City Clerk is hereby designated as the officer to receive, disburse and account for the funds of the undertaking in the manner prescribed by law.

b. The City shall provide documentation to the County for any expenditures made with respect to this Agreement.

c. The City will employ best efforts to cooperate with the Developer, its successors and/or assigns to process and timely issue permits, approve plans and effect consideration of and/or performing and/or taking such other actions as may facilitate and/or support the Developer in completing the Redevelopment Project. The City will effect such procedures with respect to the sale and issuance of the Additional Bonds, including, without limitation, the adoption of appropriate resolutions and such other procedures and documents as may be required by the Act.

d. Subject to the City's verification of the lawfully available Tax Increment (as defined herein below) available to the City under the Amended TIF Plans and this Interlocal Agreement; and inspection of the Infrastructure Improvements as defined in the TIF Documents, to verify that they have been completed in accordance with the City's standards, codes and resolutions; the City will use all reasonable efforts to sell and issue the Additional Bonds, in one or more series, in an aggregate amount not to exceed (\$3,010,000), pursuant to the terms of the Act on such terms, conditions and rates of interest as shall be mutually agreeable to the City and to the purchaser of the Additional Bonds; provided, however, that the Additional Bonds will not be sold and issued until such time as the Developer has complied with the prerequisites to issuance set forth in the TIF Documents.

e. Payment of the principal and interest on the Additional Bonds will be secured and provided for by a pledge from the City and County of the Tax Increment as defined hereinbelow. As used herein and in this Agreement, "Tax Increment" shall mean the incremental increase in real and personal property ad valorem tax revenue (excluding school taxes) and payments in lieu of taxes, if applicable, generated within the TIF District to the City and County by the Redevelopment Project as provided for in the TIF Documents; provided however, the City's and County's respective pledges shall be capped at such dollar amount as is generated by 41.65 mills each when applied to the Captured Assessed Value as defined under the Act (respectively, the "City Share" and the "County Share").

f. Costs of issuance for the Additional Bonds including, but not limited to, the fees and expenses of the City, will be paid from the proceeds of the Additional Bonds as provided in the TIF Documents.

g. The City shall provide for the timely payment of debt service relating to the Additional Bonds utilizing the lawfully available Tax Increment, including the City Share and the County Share.

(2) The County shall have the following obligations and responsibilities:

a. As set forth in the TIF Documents, the County shall pledge the County Share of the Tax Increment as security for the Additional Bonds.

b. The County hereby agrees to execute any security instruments consistent with this Interlocal Agreement as may be reasonably necessary and required by the City's Bond Resolution for the issuance of the Additional Bonds, including any refunding of the Additional Bonds.

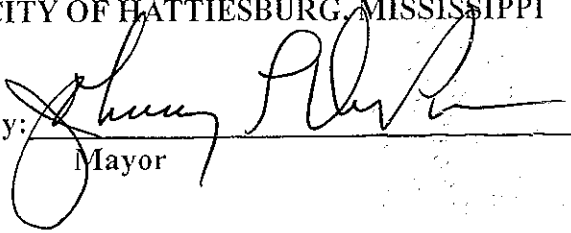
c. The County shall provide for the timely payment of the County Share to the City Clerk so as to enable the City to make timely payment of debt service relating to the Additional Bonds as set forth herein.

5. **AMENDMENT:** This Agreement may be amended by mutual written consent of the County and the City.

6. **EFFECTIVE DATE:** This Agreement shall become effective from and after the date it has been approved by the governing authorities of the County and City and executed by the parties hereto using multiple counterparts.

THIS AGREEMENT ENTERED into this the 18th day of February, 2014.

CITY OF HATTIESBURG, MISSISSIPPI

By: 

Mayor

ATTEST:

By: Connie Everett (c)
City Clerk

FORREST COUNTY, MISSISSIPPI

By: _____
President, Board of Supervisors

ATTEST:

Chancery Clerk



City of Hattiesburg, MS

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

Master

File Number: 2014-122

File ID: 2014-122

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 02/13/2014

Brief Title: Adopt a Resolution declaring a State of Emergency

Final Action: 02/18/2014

Minute Book Number: MB2014-48

Title:

Adopt a Resolution declaring a State of Emergency for a period beginning January 28, 2014 through February 7, 2014, as a result of winter weather occurring beginning on January 28, 2014.

Notes:

Sponsors:

Enactment Date:

Attachments: State of Emergency Resolution, Proclamation of Emergency, executed State of Emergency Resolution RES2014-21, executed Proclamation of Emergency

Enactment Number:

Contact: Connie Everett

Meeting Date: 02/18/2014

Drafter: Connie Everett

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/18/2014	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Adopt a Resolution declaring a State of Emergency for a period beginning January 28, 2014 through February 7, 2014, as a result of winter weather occurring beginning on January 28, 2014.							
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							

TEL-No Vote: 0

Text of Legislative File 2014-122

Title

Adopt a Resolution declaring a State of Emergency for a period beginning January 28, 2014 through February 7, 2014, as a result of winter weather occurring beginning on January 28, 2014.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION DECLARING A STATE OF EMERGENCY

WHEREAS, the City of Hattiesburg's governing authorities recognize the existence of a local emergency for a period beginning on January 28, 2014 and ending on February 7, 2014 as a result of winter weather occurring, beginning on January 28, 2014; and

WHEREAS, the governing authorities of the City of Hattiesburg recognize that this local emergency means the existence of conditions of disaster or extreme peril to the safety of persons and properties within the City limits of the City of Hattiesburg caused by this storm; and

WHEREAS, such conditions are beyond the normal control of services, personnel, equipment, and facilities; and

WHEREAS, this emergency is a result of a natural disaster resulting in substantial damage, loss of property and harm to the population; and

WHEREAS, this natural emergency was caused by a natural event, to wit: a severe storm; and

WHEREAS, this Resolution meets those requirements contained in Code Section 33-15-5 of the Mississippi Code of 1972, as annotated and amended; and

WHEREAS, in order to carry out the provisions of Code Section 33-15-17, of the Mississippi Code of 1972, as annotated and amended, the City of Hattiesburg, through its governing authorities are acting in accordance with the disaster relief as herein described;

NOW, THEREFORE BE IT RESOLVED that the Mayor and City Council of the City of Hattiesburg, Mississippi do hereby authorize the appropriate personnel to enter into contracts and incur obligations necessary to combat this disaster, protecting the health and safety of persons and property and providing emergency assistance to the victims of this disaster, and the appropriate personnel are authorized to exercise those powers vested under Mississippi law, in light of the exigencies of the extreme emergency situation, without regard to time consuming procedures and formalities prescribed by law pertaining to the performance of public work, entering into contracts, the incurring of obligations, the employment of temporary worker, the rental of equipment, the purchase of supplies and materials and the appropriation and expenditure of public funds as outlined in Mississippi Code Section 33-15-17, sub-paragraph (B), (1972, as amended).

During this emergency, the Mayor is hereby authorized to issue orders or regulations concerning the protection of life and property, including the imposition of a curfew within designated boundaries where necessary to preserve public order and safety. Such orders or regulation will be in writing and terminated in writing. Imposition of a curfew shall not be construed as restricting in any manner the existing authority to impose a curfew pursuant to police power for any other lawful purpose.

Further, the Mayor is authorized to act in accordance with Mississippi Code Section 33-15-49, a copy of which is attached hereto as Exhibit "A".

Section 1. That public interest and necessity requiring same, this resolution shall become effective immediately.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the resolution adopted, this the 18th day of February, 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 18th day of February, 2014.

CITY CLERK

MAYOR

[illegible]

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FAX 6015844892 HATTIESBURG CITY CLERKS

END EOC

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01/27/2014 10:48

Mayor

City Councilman

City Councilman

City Councilman

MEMA DR-3(Rev. 06/95)

RESOLUTION DECLARING A STATE OF EMERGENCY

WHEREAS, the City of Hattiesburg’s governing authorities recognize the existence of a local emergency for a period beginning on January 28, 2014 and ending on February 7, 2014 as a result of winter weather occurring, beginning on January 28, 2014; and

WHEREAS, the governing authorities of the City of Hattiesburg recognize that this local emergency means the existence of conditions of disaster or extreme peril to the safety of persons and properties within the City limits of the City of Hattiesburg caused by this storm; and

WHEREAS, such conditions are beyond the normal control of services, personnel, equipment, and facilities; and

WHEREAS, this emergency is a result of a natural disaster resulting in substantial damage, loss of property and harm to the population; and

WHEREAS, this natural emergency was caused by a natural event, to wit: a severe storm; and

WHEREAS, this Resolution meets those requirements contained in Code Section 33-15-5 of the Mississippi Code of 1972, as annotated and amended; and

WHEREAS, in order to carry out the provisions of Code Section 33-15-17, of the Mississippi Code of 1972, as annotated and amended, the City of Hattiesburg, through its governing authorities are acting in accordance with the disaster relief as herein described;

NOW, THEREFORE BE IT RESOLVED that the Mayor and City Council of the City of Hattiesburg, Mississippi do hereby authorize the appropriate personnel to enter into contracts and incur obligations necessary to combat this disaster, protecting the health and safety of persons and property and providing emergency assistance to the victims of this disaster, and the appropriate personnel are authorized to exercise those powers vested under Mississippi law, in light of the exigencies of the extreme emergency situation, without regard to time consuming procedures and formalities prescribed by law pertaining to the performance of public work, entering into contracts, the incurring of obligations, the employment of temporary worker, the rental of equipment, the purchase of supplies and materials and the appropriation and expenditure of public funds as outlined in Mississippi Code Section 33-15-17, sub-paragraph (B), (1972, as amended).

During this emergency, the Mayor is hereby authorized to issue orders or regulations concerning the protection of life and property, including the imposition of a curfew within designated boundaries where necessary to preserve public order and safety. Such orders or regulation will be in writing and terminated in writing. Imposition of a curfew shall not be construed as restricting in any manner the existing authority to impose a curfew pursuant to police power for any other lawful purpose.

Further, the Mayor is authorized to act in accordance with Mississippi Code Section 33-15-49, a copy of which is attached hereto as Exhibit “A”.

Section 1. That public interest and necessity requiring same, this resolution shall become effective immediately.

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 vote, to-wit:

YEAS:	Bradley	NAYS:	None
	DeLgado		
	Carroll		
	Dryden		
	Naylor		

The President thereby declared the motion carried and the resolution adopted, this the 18th day of February, 2014.

(SEAL)

ATTEST:

Diane K Bernardo
CLERK OF COUNCIL

ADOPTED:

T. L. Brady
PRESIDENT

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 18th day of February, 2014.

Donna Everett (sg)
CITY CLERK

James P. Doherty
MAYOR

(EOC FAX # 601-545-4516)

**PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY
(BY CITY COUNCIL, BOARD OF ALDERMEN, OR BOARD OF SUPERVISORS)**

WHEREAS, THE CITY OF HATTIESBURG does hereby find:

That conditions of extreme peril to the safety of persons and property have arisen
within said City caused by WINTER WEATHER

commencing on or about 12:00 AM, on the 28 day of JANUARY 2014:

That the aforesaid conditions of extreme peril warrant and necessitate the proclamation
of the existence of a local emergency;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that in accordance with
Section 33:15-17, MS Code of 1972, a local emergency now exists throughout said
County; and

IT IS FURTHER PROCLAIMED AND ORDERED that said local emergency shall
be deemed to continue to exist until its termination is proclaimed by the Mayor and City
Council of the City of HATTIESBURG, Forrest County, State of Mississippi.

DATE: 1/27/2014

ATTEST:

Kenneth Eaton
Clerk - City Council

CITY OF HATTIESBURG
State of MS

[Signature]
Mayor

[Signature]
City Councilman

[Signature]
City Councilman

[Signature]
City Councilman

[Signature]
City Councilman

MEMA DR-3(Rev. 06/95)



City of Hattiesburg, MS

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

Master

File Number: 2014-0917

File ID: 2014-0917

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 02/10/2014

Brief Title: Resolution adopting 2013 Forrest County and Lamar County Real and Personal Property Assessment Rolls.

Final Action: 02/18/2014

Minute Book Number: MB2014-48-49

Title:

Adopt Resolution adopting the 2013 Forrest and Lamar County Real and Personal Property Assessment Rolls containing property located within the City of Hattiesburg, in accordance with Section 21-33-9C of the Mississippi Code of 1972.

Notes:

Sponsors:

Enactment Date:

Attachments: Forrest County 2013 Tax Roll adoption, Lamar County 2013 Tax Roll adoption, 2013 Tax roll resolution, executed 2013 Tax roll resolution RES2014-22

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:
1	City Council	02/18/2014	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Adopt Resolution adopting the 2013 Forrest and Lamar County Real and Personal Property Assessment Rolls containing property located within the City of Hattiesburg, in accordance with Section 21-33-9C of the Mississippi Code of 1972.							
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

TEL-No Vote: 0

Text of Legislative File 2014-0917

Title

Adopt Resolution adopting the 2013 Forrest and Lamar County Real and Personal Property Assessment Rolls containing property located within the City of Hattiesburg, in accordance with Section 21-33-9C of the Mississippi Code of 1972.

Summary

Resolution adopting the 2013 Forrest & Lamar County Real & Personal Property Assessment Rolls.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

FORREST COUNTY, MISSISSIPPI
FACT SHEET AND BOARD ORDER

AGENDA ITEM NO. 8 DATE December 2, 2013
INTRODUCED BY Betty Carlisle, County Administrator
BRIEF TITLE Real and Personal Property Tax Rolls - Final Approval of Rolls and Board Order
EXHIBITS FOR REVIEW Certificate of the Department of Revenue Approving the Real Property Tax Roll and Personal Property Tax Roll of Forrest County for 2013 and Order

RECOMMENDATION (exact wording for Agenda)

Accept and record in Board Minutes the Certificate of the Department of Revenue Approving the Real Property Tax Roll and Personal Property Tax Roll of Forrest County for 2013; adopt final approval of the rolls by the Board and authorize the Board President to execute an Order; and authorize the Clerk to distribute a copy of the final adopted roll to the Tax Collector, pursuant to law.

BOARD ACTION

☒ Approved ☐ Rejected
☐ Information only ☐ No Action

Amended to read as follows:

MOTION MADE BY Chris Bowen SECONDED BY Roderick Woullard

MEMBERS VOTED:

DAVID HOGAN	☒ YES	☐ NO	☐ ABSTAIN	☐ ABSENT
CHARLES MARSHALL	☒ YES	☐ NO	☐ ABSTAIN	☐ ABSENT
BURKETT ROSS	☒ YES	☐ NO	☐ ABSTAIN	☐ ABSENT
RODERICK WOULLARD	☒ YES	☐ NO	☐ ABSTAIN	☐ ABSENT
CHRIS BOWEN	☒ YES	☐ NO	☐ ABSTAIN	☐ ABSENT

SO ORDERED AND APPROVED On this the 2nd day of December, 2013

FORREST COUNTY, MISSISSIPPI
FACT SHEET AND BOARD ORDER

AGENDA ITEM NO. 32 DATE November 4, 2013
INTRODUCED BY Betty Carlilse, County Administrator
BRIEF TITLE 2013 Recapitulation of Tax Rolls

EXHIBITS FOR REVIEW 2013 Recapitulation of Assessments of Real and Personal Property and
Order of the Department of Revenue

RECOMMENDATION (exact wording for Agenda)

Receive and record in Board Minutes the Order of Department of Revenue accepting and approving
the 2013 Recapitulation of Assessment of Real and Personal Property of Forrest County, finally
adopt the 2013 Real and Personal Property Rolls of Forrest County, and direct the Chancery Clerk to
proceed with making and certifying copies of the rolls to the Tax Collector and Department of
Revenue, pursuant to Section 27-35-123 of the Mississippi Code.

BOARD ACTION

☒ Approved ☐ Rejected
☐ Information only ☐ No Action

Amended to read as follows:

MOTION MADE BY Chris Bowen SECONDED BY Charles Marshall

MEMBERS VOTED:

DAVID HOGAN	☒ YES	☐ NO	☐ ABSTAIN	☐ ABSENT
CHARLES MARSHALL	☒ YES	☐ NO	☐ ABSTAIN	☐ ABSENT
BURKETT ROSS	☒ YES	☐ NO	☐ ABSTAIN	☐ ABSENT
RODERICK WOULLARD	☐ YES	☐ NO	☒ ABSTAIN	☐ ABSENT
CHRIS BOWEN	☒ YES	☐ NO	☐ ABSTAIN	☐ ABSENT

SO ORDERED AND APPROVED On this the 4th day of November, 2013

20 13

RECAPITULATION OF ASSESSMENTS OF REAL AND PERSONAL PROPERTY OF

FORREST

COUNTY, STATE OF MISSISSIPPI

as of the first day of January, 20 13 as shown by the Rolls therefore, made by the assessor of said County, equalized by the Board of Supervisors of said County at its

AUGUST 12, 20 13 meeting; and further equalized and corrected, fixed, revised

and perfected, by said Board at its SEPTEMBER 3, 20 13 meeting, after considering all objections made thereto; (said rolls being on file in the office of the Clerk of

said Board in the City of HATTIESBURG in said County), to-wit:

FILED

OCT 07 2013

DEPT. OF REVENUE

BY CM

									INDUSTRIES Subject to Sec 27-39-329 and School Tax			
CLASSES OF PERSONAL PROPERTY	True Value of all Properties Reflected in Columns 1 and 2				Ratio %	Assessed Valuation (Use whole dollars no cents)			DO NOT INCLUDE THIS VALUE IN COLUMN 1		Mfg. Products (School Tax Only)	
	Millions	Thousands	Tens	Units		Millions	Tens	Units				
A Automobiles		226	111	390	30	67	833	417	A			
B Mobile Homes		18	779	693	15	2	816	954	B			
1. Furniture & Fixtures		309	002	593	15	28	965	117	1	17385	272	
2. Machinery & Equipment		131	424	000	15	13	507	637	2	6205	962	
3. Lumber & Equipment		37	782	827	15	5	666	381	3	1	043	
4. Inventories		314	036	953	15	43	939	721	4	3165	822	
5. Buses (Intelligence Only)			93	607	15		14	041	5			
6. In Lieu (27-31-104)		161	924	280	15				6	24288	642	
7. Miscellaneous			206	360	15		30	954	7			
8. Manufactured Products (Subject to 27-31-7 & 27-10-233)												
C Grand Total	1	199	361	703		162	774	222	C	51046	742	
D Total Subject to Levy Tax									D			

Total Number of Personal Property Parcels Assessed 2,443

REAL PROPERTY - 20 13

Class of Land	True Value of All Properties Reflected in Columns 2 and 3					Ratio %	Assessed Valuation			3 DO NOT INCLUDE THIS VALUE IN COLUMN 1		No. Acres
	Millions	Millions	Thousands	Hundreds	Millions		Thousands	Hundreds				
Class 1 lands		260	841	610	10	26	084	161	1			
Class 1 Improvements	1	157	710	290	10	115	771	029	2			
3. Cultivable Lands (including improvements)		50	113	040	15	7	516	956	3			
4 Building & Improvements on County Lands		145	919	773	15	21	887	966	4			
5 Uncultivable lands (including improvements & timber)		32	932	380	15	4	939	857	5			
6 Real estate in cities, towns, & villages		316	782	800	15	47	060	777	6	456	643	
7 Buildings & Improvements thereon		886	279	653	15	124	755	211	7	8186	737	
8 In Lieu (27-31-104)		23	565	140	15				8	3531	771	
A. Total acreage & Valuations subject to tax	2	874	124	686	15	347	469	957	A	12175	151	
9 U.S. Government Land											A 205,164.16	
10 Exempt land & school land											" 50,222.46	
11 State, County, Municipal land											" 4,481.70	
12 Acres assessed by tax commission											" 14,481.76	
B. TOTAL LAND IN COUNTY											"	
C. Lands subject to levy taxes											B 274,350.08	
											C	

Total Number of Real Property Parcels Assessed

40,429

BOOK 0576 PAGE 585

CERTIFICATE OF BOARD OF SUPERVISORS

To the Department of Revenue of the State of Mississippi:

In compliance with the requirements of Section 27-35-111, Miss. Code Ann., we the undersigned, constituting the Board of Supervisors of FORREST County, State of Mississippi, do hereby certify: that we have, this day carefully compared the recapitulations appearing on the reverse side hereof with the assessment rolls of real and personal property, as of the first day of January 20 13; that said recapitulations contain true, correct and complete statements of the final total of said roll as finally fixed and revised by said Board at its September 3, 2013 meeting; that said recapitulations are in all things true and complete, and are hereby transmitted in good faith to comply with the requirements of said section.

Witness our signatures, this the 3rd day of September, 20 13

THE BOARD OF SUPERVISORS OF SAID COUNTY

By [Signature] President and Member from District No. 1
By [Signature] Member from District No. 3
By [Signature] Member from District No. 4
By [Signature] Member from District No. 5

STATE OF MISSISSIPPI
County of FORREST

CERTIFICATE OF CHANCERY CLERK

I, the undersigned, Clerk of the Chancery Court of FORREST County, State of Mississippi and Ex-Officio Clerk of the Board of Supervisors of said County do hereby certify:

That I have carefully verified the footings of the pages and recapitulations of the rolls of assessments of the real and personal property of said County as of the first day of January, 20 13, and have carefully compiled the foregoing statements appearing on the reverse side hereof, that said statements are true, correct and complete statements of the final totals of the quantities of said rolls, as finally equalized, fixed, corrected, revised and perfected by the said Board of Supervisors at the September 3, 20 13 meeting and that said statements are in all things true, correct and complete recapitulations of said rolls; and I do hereby further certify that the foregoing are the signatures of the members of the said Board of Supervisors.

Witness my hand and seal of office, this the 3rd day of September, 20 13

(SEAL)



[Signature]
Clerk, Board of Supervisors

ORDER OF THE DEPARTMENT OF REVENUE

It appears to the satisfaction of the Department of Revenue of the State of Mississippi, after visiting the said county of this State, conferring with the Assessor thereof and studying the values of the various classes of properties therein, the economic conditions thereof and the methods employed by the Assessor and Supervisors in making and equalizing the assessments, thereof, and after making a careful examination of the recapitulation of the assessment rolls of Real and Personal Property of Forrest County for the tax year 20 13, as shown by the foregoing statements (appearing on the reverse side hereof) that they are reasonably equal and uniform with the assessments of the other counties of the state, as approved or as changed by the orders of the Department of Revenue.

IT IS THEREFORE, ORDERED, that said assessment rolls and the assessments therein contained by and are hereby approved, and the Board of Supervisors of said County are hereby directed to have copies of said rolls made and certified to the Tax Collector and to the Department of Revenue in accordance with the requirements of Section 27-35-123, Miss. Code Ann., and, it is further ordered that the Commissioner of Revenue be and he is hereby directed to certify a copy of this order to the President of the Board of Supervisors of said County.

Ordered and adjudged, this the 30th day of October, 20 13

CERTIFICATE OF THE DEPARTMENT OF REVENUE

As Commissioner of Revenue of the State of Mississippi, I do hereby certify that the above and foregoing is a true and correct copy of an order of the Department of Revenue adopted on the date therein stated, and as shown in the Minutes of the said Department of Revenue.

Witness my signature this the 30th day of October, 20 13

BOOK 0576 PAGE 58

[Signature]
Commissioner of Revenue

Order not valid without signature of the Commissioner of Revenue

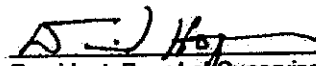
ORDER TO SPREAD UPON THE MINUTES CERTIFIED COPIES OF THE ORDERS OF THE MISSISSIPPI DEPARTMENT OF REVENUE IN RE: APPROVAL OF 2013 ASSESSMENT ROLLS OF FORREST COUNTY, MISSISSIPPI, BOTH REAL AND PERSONAL; AND FINALLY APPROVING AND ADOPTING SAID ROLLS BY THE BOARD OF SUPERVISORS

There came on for consideration and determination by the Board of Supervisors of Forrest County, Mississippi, in regular meeting with a legal quorum of said Board present and acting throughout, the matter of approval by the Mississippi Department of Revenue of the State of Mississippi, of the Assessment Rolls, both Real and Personal, of Forrest County, Mississippi, for the year 2013, and the Board having carefully inquired into and maturely considered the matter and being fully advised in the premises, finds, sustains and adjudicates as follows:

The Board finds that pursuant to all requirements of the law and previous orders of the Board, there has been transmitted to the Mississippi Department of Revenue of the State of Mississippi, within the time allowed by law, a fair and correct copy of the Assessment Rolls, both Real and Personal, of Forrest County, Mississippi, for the year 2013; and that said Mississippi Department of Revenue has duly entered on its Minutes appropriate orders approving said Assessment Rolls, both Real and Personal, of Forrest County, Mississippi, for the year 2013; and further that a duly certified copy of said orders of said Mississippi Department of Revenue has been furnished this Board, and should be entered upon the Minutes of this Board, and that the Clerk of this Board should be directed to forthwith deliver one copy of each of said Assessment Rolls to the Tax Collector of Forrest County, Mississippi, as required by Section 27-35-123, Mississippi Code of 1972; and further that the Assessment Rolls, both Real and Personal, of Forrest County, Mississippi, for the year 2013, are hereby finally approved and accepted.

IT IS, THEREFORE, ORDERED that the Assessment Rolls, both Real and Personal, of Forrest County, Mississippi, for the year 2013, as certified to the County by the Mississippi Department of Revenue, are hereby finally approved by this Board and that the said certified copy of the order of the Mississippi Department of Revenue of the State of Mississippi, approving the Assessment Rolls, both Real and Personal, of Forrest County, Mississippi, for the year 2013, and the Assessments therein contained, dated the 2nd day of December, A.D., 2013, be spread upon the Minutes of this Board immediately following this Order.

SO RESOLVED AND ORDERED on this, the 2nd day of December, 2013.



President, Board of Supervisors

2013
**CERTIFICATE OF THE DEPARTMENT OF REVENUE APPROVING
REAL ROLL**

STATE OF MISSISSIPPI

WHEREAS, The Clerk of the Board of Supervisors of FORREST
County has filed with the Department of Revenue a copy of the Real Property Assessment Roll of Said County as of
the first day of January, 2013 in the manner prescribed by Section 27-35-127, Miss. Code Ann., and other laws, and
showing a total Assessment of Real Property as follows:

	Acres	Valuation
TOTAL LAND ASSESSMENT OF COUNTY.....	<u>205,164</u>	<u>\$360,191,108</u>
SUBJECT TO STATE TAXES AND SCHOOL TAXES (Exempt from Local Taxes).....		<u>\$12,175,151</u>
SUBJECT TO LEVEE TAXES:		
ACRES.....		

AND

**CERTIFICATE OF THE DEPARTMENT OF REVENUE APPROVING
PERSONAL ROLL**

WHEREAS, The Clerk of the Board of Supervisors of FORREST
County has filed with the Department of Revenue a copy of the Personal Property Assessment Roll of Said County as
of the first day of January, 2013 in the manner prescribed by Section 27-35-127, Miss. Code Ann., and other laws,
and showing a total Assessment of Personal Property as follows:

	Valuation
TOTAL PERSONAL ASSESSMENT OF COUNTY.....	<u>\$213,820,964</u>
SUBJECT TO STATE TAXES AND SCHOOL TAXES (Exempt from Local Taxes).....	<u>\$51,046,742</u>
SUBJECT TO LEVEE TAXES:.....	

And it appearing to be the satisfaction of the Department of Revenue that the rolls and the assessments contained
in the same have been made and the rolls prepared in conformity to the requirements of law, and the assessments
have been fixed in accordance with the orders of this Department, it is, therefore, certified that the Real and
Personal Property Assessment Rolls be and the same are hereby approved.

Certified this 20th day of November, A.D., 2013

DEPARTMENT OF REVENUE,
J. Ed Morgan, Commissioner

By



Director, Office of Property Tax

Distribution:
Original-Department's County File, 2 copies-Collector's Office
Copy-State Department of Audit

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF SUPERVISORS
OF LAMAR COUNTY, MISSISSIPPI AT THE COURTHOUSE IN PURVIS,
MISSISSIPPI HELD ON DECEMBER 2, 2013**

BE IT REMEMBERED that on the 2nd day of December 2013, the Board of Supervisors of Lamar County, Mississippi, met in a regular meeting at the Chancery Court Building in Purvis, Mississippi, being the place fixed by law for such meeting. The meeting was made pursuant to state law and the meeting was opened according to law by Sheriff Danny Rigel and called to order by President Joe Bounds. Upon roll call the following supervisors were found to be present:

Mike Backstrom
Warren Byrd
Joe Bounds
Phillip Carlisle
Dale Lucas

Also found to be present were:

Wayne Smith, Chancery Clerk
Chuck Bennett, County Administrator
Perry W. Phillips, Board Attorney

A motion was made by Lucas, seconded by Backstrom to approve the November 21, 2013 board minutes. Said motion passed unanimously.

A motion was made by Lucas, seconded by Carlisle to approve the following personnel matters:

1. Resigned: Zachary Anderson, sanitation as of November 11, 2013.
2. Status Change: Tommy Miller, from sanitation hopper at \$10.50 per hour to modified duty at \$10.00 per hour as of November 25, 2013.

****Said motion passed unanimously.

A motion was made by Carlisle, seconded by Lucas to approve the Form 2 report as submitted. Said motion passed unanimously.

A motion was made by Backstrom, seconded by Carlisle to approve the Culvert Report as submitted. Said motion passed unanimously.

A motion was made by Backstrom, seconded by Lucas to approve the November 2013 End of the Month Docket. Said motion passed unanimously.

A motion was made by Carlisle, seconded by Lucas to approve to pay the December 2013 Docket as submitted. Said motion passed unanimously.

1
BOOK 165 PAGE 0433

A motion was made by Lucas, seconded by Byrd to pay the December 2013 monthly civil and criminal claims for constables as submitted. Said motion passed unanimously.

A motion was made by Carlisle, seconded by Lucas to advertise county resources in the amount of \$1,000.00 for sponsorship of the Sumrall Christmas Celebration and Sumrall Memorial event to be paid from Fund 015 District 5 Parks & Recreation. Said motion passed unanimously.

A motion was made by Carlisle, seconded by Byrd to approve the pauper burial request for Eleanor Rey Cooley. Motion passed with four ayes and Backstrom voting nay.

A motion was made by Lucas, seconded by Backstrom to approve of the attached asset deletion list submitted by the Sheriff department. Said motion passed unanimously.

A motion was made by Backstrom, seconded by Lucas to approve the changes in Assessments per attached as submitted by the Tax Collector/Assessor. Said motion passed unanimously.

A motion was made by Lucas, seconded by Carlisle to approve of changes in Homestead per attached as submitted by the Tax Collector/Assessor. Said motion passed unanimously.

A motion was made by Backstrom, seconded by Lucas to approve a public hearing to determine a state of uncleanness as a menace to the public health, safety and welfare of the community on the following properties: 1) Lot 79 Vila Del Rey Subdivision (Red Colom); 2) PPIN 17123 (Pecanwood Investments, LP; 3) 19 Weathers Road (Arlin Steen). (November 4, 2013). Said motion passed unanimously.

The Board received and entered the order from the Department of Revenue concerning the 2013 Real and Personal Tax Rolls.

approving the 2013 Real and Personal Tax Rolls.

A motion was made by Lucas, seconded by Carlisle to approve the 2013 Real and Personal Tax Rolls. Said motion passed unanimously.

BOOK ²165 PAGE 0434

A motion was made by Carlisle, seconded by Backstrom to refund Tom Tracy (Freebies Fireworks) in the amount of \$325.00. The Planning Department erroneously charged \$325.00 for a conditional use permit application which was not applicable. Said motion passed unanimously.

A motion was made by Lucas, seconded by Carlisle to clear the room to discuss going into Executive Session. Said motion passed unanimously.

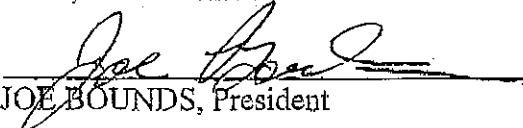
A motion was made by Lucas, seconded by Carlisle to go into Executive Session to discuss personnel matters. Said motion passed unanimously.

A motion was made by Lucas, seconded by Carlisle to come out of Executive Session. Said motion passed unanimously.

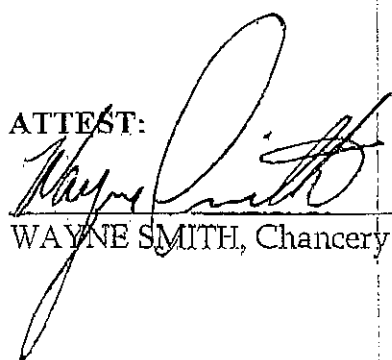
The Board received and entered a petition from concerned citizens concerning trash at the apartments on Steelman Road. The Board will review.

There being no further business the meeting was recessed until Thursday, December 19, 2013.

BOARD OF SUPERVISORS OF LAMAR
COUNTY, MISSISSIPPI

BY: 
JOE BOUNDS, President

ATTEST:


WAYNE SMITH, Chancery Clerk

3

BOOK 165 PAGE 0435

RESOLUTION

WHEREAS, Section 21-33-9c of the Mississippi Code of 1972, Annotated, requires the governing authorities of municipalities to be furnished a true copy of that part of the county assessment roll containing the property located within the municipality as provided in Section 27-35-167 and adopt such assessment roll for its assessment purposes, and

WHEREAS, Forrest County Board of Supervisors accepted, approved and made final their Real and Personal Property Assessment Rolls on December 2, 2013; and

WHEREAS, Lamar County Board of Supervisors accepted, approved and made final their Real and Personal Property Assessment Rolls on December 2, 2013.

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

Section 1. That the City of Hattiesburg has received a true copy of the Forrest County and Lamar County Real and Personal Property Assessment Rolls containing property located within the municipality of the City of Hattiesburg, and the same is hereby adopted.

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 18th of February, 2014.
(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this 18th day of February, 2014.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

RESOLUTION

WHEREAS, Section 21-33-9c of the Mississippi Code of 1972, Annotated, requires the governing authorities of municipalities to be furnished a true copy of that part of the county assessment roll containing the property located within the municipality as provided in Section 27-35-167 and adopt such assessment roll for its assessment purposes, and

WHEREAS, Forrest County Board of Supervisors accepted, approved and made final their Real and Personal Property Assessment Rolls on December 2, 2013; and

WHEREAS, Lamar County Board of Supervisors accepted, approved and made final their Real and Personal Property Assessment Rolls on December 2, 2013.

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

Section 1. That the City of Hattiesburg has received a true copy of the Forrest County and Lamar County Real and Personal Property Assessment Rolls containing property located within the municipality of the City of Hattiesburg, and the same is hereby adopted.

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

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council person Carroll, seconded by Council person Delgado vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted, this the 18th of February, 2014.

(SEAL)

ATTEST:

Diane K. Barard
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this 18th day of February, 2014.

ATTEST:

Concil E. Smith (DC)
CITY CLERK

APPROVED:

[Signature]
MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2014-0918

File ID: 2014-0918

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 02/10/2014

Brief Title: Project Resolution Requisition No. 2 - 2013 Bonds.

Final Action: 02/18/2014

Minute Book Number: MB2014-49

Title:

Adopt a Resolution authorizing Requisition No. 2 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 of Hattiesburg.

Notes:

Sponsors:

Enactment Date:

Attachments: 2013 Bond Requisition No. 2, executed 2013 Bond Requisition No. 2 RES2014-23

Enactment Number:

Contact:

Meeting Date: 02/18/2014

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	02/18/2014	Adopt				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Adopt a Resolution authorizing Requisition No. 2 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 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							
TEL-No Vote: 0							

Text of Legislative File 2014-0918

Title

Adopt a Resolution authorizing Requisition No. 2 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 of Hattiesburg.

Summary

Project Resolution Requisition No. 2 - 2013 Bonds.

Budget Information

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. 2 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated December 19, 2013. 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. 2 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. 2 from the Project Fund Construction Account under the Loan in the total aggregate amount of \$86,570.32 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. 2 from the Project Fund Construction Account under the Loan in the total aggregate amount of Eighty-six thousand five hundred seventy & 32/100 dollars (\$86,570.32) 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. 2 in the total aggregate amount of Eighty-six thousand five hundred seventy & 32/100 dollars (\$86,570.32) 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 18th day of February, 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 18th day of February, 2014.

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

EXHIBIT A

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
	Hattiesburg, MS 39403-1711				
8.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.04	\$ 2,400.00	17859	Hwy 98 Elevated Water Tank Period: 12/29/13 - 1/25/14 2011-4/89-110
9.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.03	\$ 300.00	17860	Hwy 98 Booster Station Period: 12/29/13 - 1/25/14 2011-4/89-110
10.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7220.01	\$ 3,507.50	17861	Sewer Improvements Ph III Period: 12/29/13 - 1/25/14 2011-4/89-110
11.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7220.50	\$ 1,610.00	17862	Sewer Improvements Ph II Period: 12/29/13 - 1/25/14 2011-4/89-110
12.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7220.49	\$ 6,970.00	17863	Sewer Improvements Ph I Period: 12/29/13 - 1/25/14 2011-4/89-110
13.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.51	\$ 2,667.50	17868	Water Improvements Ph II - Design Period: 12/29/13 - 1/25/14 2011-4/89-110
14.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.52	\$ 1,725.00	17869	Water Improvements Ph III - Design Period: 12/29/13 - 1/25/14 2011-4/89-110
15.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.53	\$ 900.00	17870	Water Improvements Ph IV - Design Period: 12/29/13 - 1/25/14 2011-4/89-110
			<u>\$ 86,570.32</u>		

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.: 2

DATE OF REQUISITION: 2/18/2014

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1.	Phoenix Fabricators & Erectors, Inc. P O Box 631541 Cincinnati, OH 45263-1541	105695.7245.04	\$ 8,488.25	Pay App No. 8	Construction of Elevated Water Tank for period 11/26/13 - 1/27/14. MB 2012-1/125
2.	HRG P O Box 22625 Jackson, MS 39225-2625	105695.6015	\$ 11,932.75	011001-04-6 Final	No-Discharge Wastewater Treatment System, EPA Response Period: 7/1/13-8/31/13 MB 2012-1/51
3.	HRG P O Box 22625 Jackson, MS 39225-2625	105695.6015	\$ 1,869.92	011001-05-9 Final	No-Discharge Wastewater Treatment System Period: 7/1/13-8/31/13 MB 2012-1/51
4.	HRG P O Box 22625 Jackson, MS 39225-2625	105695.6015	\$ 14,960.91	011001-06-4 Final	No-Discharge Wastewater Treatment System, South Lagoon Dredging Survey Period: 7/1/13-8/31/13 MB 2013-1/68
5.	HRG P O Box 22625 Jackson, MS 39225-2625	105695.6015	\$ 25,033.49	011001-07-1	No-Discharge Wastewater Treatment System, Period: 7/1/13-8/31/13 MB 2013-1/219
6.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.09	\$ 995.00	17849	Wesley Water Well # 2 Period: 12/29/13 - 1/25/14 2011-4/89-110
7.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711	105695.6015	\$ 3,150.00	17855	Comprehensive Sanitary Sewer Study Task 1 Period: 12/29/13 - 1/25/14 2013-1/303



Engineering Progress

February 4, 2014

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

Attn: Mayor Johnny L. Dupree, Ph. D.

Re: 500,000 Elevated Water Tank
City of Hattiesburg

Dear Mayor:

Enclosed please find Pay Estimate No. 8 for the above referenced project.

Should you have any questions or comments, please do not hesitate to call.

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/rs

Enclosure

Cc: Tony McLendon

105695.7245.04
MB 2012-1/125

Contractor's Application For Payment No. EIGHT

To (Owner): City of Hattiesburg 200 Forrest Street Hattiesburg, MS 39403		Application Period: 11/26/13 to 1/27/14	Application Date: January 27, 2014
From (Contractor): Phoenix Fabricators & Erectors, Inc. P.O. Box 631541 Cincinnati, Ohio 45263-1541		Via (Engineer) Shows, Dearman & Waits, Inc. P.O. Box 1711 Hattiesburg, MS 39403	
Project No.: PFE# 3267		Engineer's Project No.:	
Owner's Contract No.: Tank along U.S. HWY 98			
Project: 500,000 Gallon Elevated Water Storage Tank			

Application for Payment

Change Order Summary

Approved Change Orders			1.
Number	Additions	Deductions	2.
1	127,826.00		3.
			4.
			5.
			6.
			7.
			8.
TOTALS	127,826.00		9.
NET CHANGE BY CHANGE ORDERS			0.00
			127,826.00

ORIGINAL CONTRACT PRICE	\$	806,735.00
Net change by Change Order	\$	127,826.00
CURRENT CONTRACT PRICE (Line 1 ±2)	\$	934,561.00
TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	\$	934,561.00
RETAINAGE:		
a. 5 % x 934,561.00 Work Completed	\$	46,728.05
AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$	887,832.95
LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	879,344.70
AMOUNT DUE THIS APPLICATION	\$	8,488.25
BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above.)	\$	46,728.05

Contractor's Certification

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

Payment of:	\$ 8,488.25	(Line 8 or other - attach explanation of other amount)		(Date)	2-3-2013
is recommended by:					
Payment of:	\$	(Line 8 or other - attach explanation of other amount)			
is approved by:				(Owner)	
Approved by:					(Date)
					Funding Agency (if applicable)

Phoenix Fabricators & Erectors, Inc.

1999

Pharmaceutical Research and Development

Date: 01/27/14

Lump Sum Progress Estimate

Contractor's Application

For (contract):		500,000 Gallon Elevated Water Storage Tank City of Hattiesburg		Application Number: EIGHT					
Application Period:		11/26/13 to 1/27/14		Application Date: 1/27/14					
Specification Section No.	Description	A Item	B Scheduled Value	Work Completed		E Materials Presently Stored (not in C or D)	F Total Completed and Stored to Date (C + D + E)	% (E) B	G Balance to Finish (B - F)
				C From Previous Application (C +	D This Period				
1.	ENGINEERING/BONDS/INS FOUNDATION FABRICATION/DELIVERY ERECTION ELECTRICAL 12" DIP 100' @ \$60.00 8" DIP 240' @ \$45.00 FIRE HYDRANT 2 @ 2800.00 FENCE 382' @ 17.50 PAINTING SITE WORK ACCESS ROAD EROSION CONTROL OVERFLOW INLET & PIPING RELOCATION OF UTILITY C/O #1- ENGINEERING/BONDS - DRILLED PIERS - FOUNDATION		\$40,000.00 \$94,800.00 \$361,100.00 \$150,000.00 \$3,600.00 \$6,000.00 \$10,800.00 \$5,600.00 \$6,685.00 \$97,000.00 \$4,500.00 \$12,500.00 \$3,650.00 \$9,500.00 \$1,000.00 \$8,300.00 \$70,150.00 \$49,376.00	\$40,000.00 \$94,800.00 \$361,100.00 \$150,000.00 \$3,600.00 \$6,000.00 \$10,800.00 \$5,600.00 \$6,685.00 \$97,000.00 \$2,250.00 \$12,500.00 \$3,650.00 \$9,500.00 \$1,000.00 \$8,300.00 \$70,150.00 \$49,376.00			\$40,000.00 \$94,800.00 \$361,100.00 \$150,000.00 \$3,600.00 \$6,000.00 \$10,800.00 \$5,600.00 \$6,685.00 \$97,000.00 \$4,500.00 \$12,500.00 \$3,650.00 \$9,500.00 \$1,000.00 \$8,300.00 \$70,150.00 \$49,376.00	100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100%	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
Totals			\$934,561.00	\$925,626.00	\$8,935.00	\$0.00	\$934,561.00	100%	\$0.00



September 22, 2013
Project No: HR.11001.004
Invoice No: 011001-04-6 (FINAL)

City of Hattiesburg
Attn: Bert Kuyrkendall, P.E.
PO Box 1898
Hattiesburg, MS 39403-1898

Project HR.11001.004 Task Order #4 – EPA Response Report

Professional Services from July 1, 2013 to August 31, 2013

Fee

Total Fee	\$82,483.63		
Percent Complete	100.00	Total Earned	\$82,483.46
		Previous Fee Billing	\$70,550.71
		Current Fee Billing	\$11,932.75
		Total Fee	\$11,932.75

Total this Task Order \$11,932.75

(see the itemized invoice attached)

The following items of work were completed:

1. EPA Response Report

Services included: Coordination on feedback from EPA & meetings with EPA

Certification

I, the undersigned, do hereby certify that the above invoice reflects a true and accurate accounting of the records of HRG, LLC and that the amount has not been paid or previously invoiced.

By: Michael W. King

Title: VICE PRESIDENT

Federal Tax ID 45-2475863

(Please remit payment to: P. O. Box 22625, Jackson, MS 39225-2625)

105095
075695-6015
MB 2012-1/51



September 22, 2013
Project No: HR.11001.004
Invoice No: 011001-04-6 (FINAL)

City of Hattiesburg
Attn: Bert Kuyrkendall, P.E.
PO Box 1898
Hattiesburg, MS 39403-1898

Project HR.11001.004 Task Order #4- EPA Response Report

Professional Services from July 1, 2013 to August 31, 2013

Labor for SD&W, Inc.

Shea McNease – Principal	80.0 hours @ \$139.43	\$11,154.40
Richard Sullivan – Technician	1.0 hour @ \$81.20	\$81.20
Nicholas Connolly – Project Engineer	5.0 hours @ \$139.43	\$697.15

Total SD&W labor **\$11,932.75**

Total this Invoice **\$11,932.75**

Billing Limits	Current	Prior	To-Date
Total Billings	\$11,932.75	70,550.71	\$82,483.46
Contract Amount			\$82,483.63
Fee Remaining			\$0.17

Federal Tax ID 45-2475863

(Please remit payment to: P. O. Box 22625, Jackson, MS 39225-2625)



September 22, 2013
Project No: HR.11001.003
Invoice No: 011001-05-9 (FINAL)

City of Hattiesburg
Attn: Bert Kuyrkendall, P.E.
PO Box 1898
Hattiesburg, MS 39403-1898

Project HR.11001.005 Task Order #5 – Wastewater Decision & Public Involvement

Professional Services from July 1, 2013 to August 31, 2013

Fee

Total Fee	\$286,625.00		
Percent Complete	99.93	Total Earned	\$286,421.69
		Previous Fee Billing	\$284,551.77
		Current Fee Billing	\$1,869.92
		Total Fee	\$1,869.92
		Total this Task Order	\$1,869.92

(see the itemized invoice attached)

Certification

I, the undersigned, do hereby certify that the above invoice reflects a true and accurate accounting of the records of HRG, LLC and that the amount has not been paid or previously invoiced.

By: Michael W. Guy
Title: VICE PRESIDENT

Federal Tax ID 45-2475863

(Please remit payment to: P. O. Box 22625, Jackson, MS 39225-2625)

105695
095695.6015
MB 2012-1/51



September 22, 2013
Project No: HR.11001.003
Invoice No: 011001-05-9 (FINAL)

City of Hattiesburg
Attn: Bert Kuyrkendall, P.E.
PO Box 1898
Hattiesburg, MS 39403-1898

Project HR.11001.005 Task Order #5 – Wastewater Decision & Public Involvement

Professional Services from July 1, 2013 to August 31, 2013

Labor for Neel-Schaffer, Inc.

Michelle Gill – <i>Engineer Intern II</i>	18.00 hours @ \$77.14	\$1,388.52
Anna Masters Neel – <i>Marketing Manager</i>	5.0 hours @ \$89.90	\$449.50
Jennifer Nobles – <i>Admin Svc Manager</i>	0.5 hours @ \$63.80	\$31.90
Total N-S labor		\$1,869.92

Total this Invoice \$1,869.92

Billing Limits	Current	Prior	To-Date
Total Billings	\$1,869.92	\$284,551.77	\$286,421.69
Contract Amount			\$286,625.00
Fee Remaining			\$203.31

Federal Tax ID 45-2475863

(Please remit payment to: P. O. Box 22625, Jackson, MS 39225-2625)



September 22, 2013
Project No: HR.11001.006
Invoice No: 011001-06-4 (FINAL)

City of Hattiesburg
Attn: Bert Kuyrkendall, P.E.
PO Box 1898
Hattiesburg, MS 39403-1898

Project HR.11001.006 Task Order #6 – South Lagoon Dredging Survey

Professional Services from July 1, 2013 to August 31, 2013

Fee

Total Fee	\$70,488.95		
Percent Complete	99.96	Total Earned	\$70,458.47
		Previous Fee Billing	\$55,497.56
		Current Fee Billing	\$14,960.91
		Total Fee	\$14,960.91

Total this Task Order \$14,960.91

(see the itemized invoice attached)

The following items of work were completed:

1. Response to EPA

Certification

I, the undersigned, do hereby certify that the above invoice reflects a true and accurate accounting of the records of HRG, LLC and that the amount has not been paid or previously invoiced.

By: Michael W. King

Title: VICE PRESIDENT

Federal Tax ID 45-2475863

(Please remit payment to: P. O. Box 22625, Jackson, MS 39225-2625)

105695

045695.6015

MB 2013-68



September 22, 2013
 Project No: HR.11001.006
 Invoice No: 011001-06-4 (FINAL)

City of Hattiesburg
 Attn: Bert Kuyrkendall, P.E.
 PO Box 1898
 Hattiesburg, MS 39403-1898

Project HR.11001.006 Task Order #6 – South Lagoon Dredging Survey

Professional Services from July 1, 2013 to August 31, 2013

Labor for Neel-Schaffer, Inc.

Charles Hayes	3.0 hours @ 111.65	334.95
James Miner	8.0 hours @ 78.01	624.08
Jennifer Nobles	0.5 hours @ 63.80	31.90
Jill Jones	24.0 hours @ 47.79	1,146.96
Mauricka McKenzie	25.0 hours @ 106.72	2,668.00
Michelle Gill	19.0 hours @ 77.14	1,465.66
Mike Essary	20.0 hours @ 166.05	3,321.00
Nathan Husman	5.5 Hours @ 158.92	874.06
Stanley Keely	1.0 hour @ 171.97	171.97

Total Neel-Schaffer, Inc. labor \$10,638.58

Labor for SD&W, Inc.

Shea McNeese	31.0 hours @ \$139.43	\$4,322.23
Total SD&W labor		\$4,322.23

Total this Invoice \$14,960.91

Billing Limits	Current	Prior	To-Date
Total Billings	\$14,960.91	55,497.56	\$70,458.47
Contract Amount			\$70,488.95
Fee Remaining			\$30.48

Federal Tax ID 45-2475863

(Please remit payment to: P. O. Box 22625, Jackson, MS 39225-2625)



September 22, 2013
Project No: HR.11001.007
Invoice No: 011001-07-1

City of Hattiesburg
Attn: Bert Kuyrkendall, P.E.
PO Box 1898
Hattiesburg, MS 39403-1898

Project HR.11001.007 Task Order #7 – No – Discharge WWT

Professional Services from July 1, 2013 to August 31, 2013

Fee

Total Fee	\$60,810.00		
Percent Complete	41.27	Total Earned	\$25,093.49
		Previous Fee Billing	\$0.00
		Current Fee Billing	\$25,093.49
		Total Fee	\$25,093.49
		Total this Task Order	\$25,093.49

(see the itemized invoice attached)

The following items of work were completed:

1. Contract Negotiations
2. Meetings with Groundworx, LLC & City of Hattiesburg

Certification

I, the undersigned, do hereby certify that the above invoice reflects a true and accurate accounting of the records of HRG, LLC and that the amount has not been paid or previously invoiced.

By: Michael W. G.

Title: VICE PRESIDENT

Federal Tax ID 45-2475863

(Please remit payment to: P. O. Box 22625, Jackson, MS 39225-2625)

105695

095645.6015

MB 2013-219



September 22, 2013
 Project No: HR.11001.007
 Invoice No: 011001-07-1

City of Hattiesburg
 Attn: Bert Kuyrkendall, P.E.
 PO Box 1898
 Hattiesburg, MS 39403-1898

Project HR.11001.007 Task Order #7 – No Discharge WWT

Professional Services from July 1, 2013 to August 31, 2013

Labor for Neel-Schaffer, Inc.

Mike Essary – <i>Engineer Manager</i>	17.0 hours @ \$166.05	\$2,822.85
Bill Breland – <i>Technician</i>	2.0 hours @ \$74.99	\$149.98
Michelle Gill – <i>Engineer Intern II</i>	26.00 hours @ \$77.14	\$2,005.64
Anna Masters Neel – <i>Marketing Manager</i>	22.0 hours @ \$89.90	\$1,977.80
Nathan Husman – <i>Engineer Manager</i>	29.5 hours @ \$158.92	\$4,688.14
Jennifer Nobles – <i>Admin Svc Manager</i>	1.0 hours @ \$63.80	\$63.80
Total N-S labor		\$11,708.21

Labor for SDW

Kyle Wallace – <i>Project Manager</i>	24.0 hours @ \$139.43	\$3,346.32
Shea McNease – <i>Project Engineer</i>	72.0 hours @ \$139.43	\$10,038.96
Total SDW labor		\$13,385.28

Total this Invoice \$25,093.49

Billing Limits	Current	Prior	To-Date
Total Billings	\$25,093.49	\$0.00	\$25,093.49
Contract Amount			\$60,810.00
Fee Remaining			\$35,716.51

Federal Tax ID 45-2475863
 (Please remit payment to: P. O. Box 22625, Jackson, MS 39225-2625)



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

February 05, 2014
Project No: 1273-W006
Invoice No: 17849

Project Manager John Weeks
Project 1273-W006 Wesley WTP Well
Professional Services from December 29, 2013 to January 25, 2014
Professional Personnel

	Hours	Rate	Amount
Weeks, John	2.00	150.00	300.00
AUTO CAD TECHNICIAN			
Sullivan, Richard	2.00	85.00	170.00
FIELD CREW			
Crew, Field	3.50	150.00	525.00
Totals	7.50		995.00
Total Labor			995.00
Total this Invoice			\$995.00

Outstanding Invoices

Number	Date	Balance
17826	1/7/2014	5,905.00
Total		5,905.00
Total Now Due		\$6,900.00

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

105695.7245.09

2011-4/89-110



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

February 05, 2014
Project No: 11202
Invoice No: 17855

Project Manager John Weeks

Project 11202 I/I Study

Professional Services from December 29, 2013 to January 25, 2014

Phase 01 I/I Study

Task 01 Task Order 1

Total Fee 6,300.00

Percent Complete

100.00

Total Earned

6,300.00

Previous Fee Billing

3,150.00

Current Fee Billing

3,150.00

Total Fee

3,150.00

Total this Task

\$3,150.00

Total this Phase

\$3,150.00

Total this Invoice

\$3,150.00

Outstanding Invoices

Number

Date

Balance

17831

1/8/2014

3,150.00

Total

3,150.00

Total Now Due

\$6,300.00

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

105695.6015

2013-1/303



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

February 05, 2014
Project No: 1273-W003
Invoice No: 17859

Project Manager: Kyle Wallace
Project: 1273-W003 Highway 98 West Elevated Tank
Professional Services from December 29, 2013 to January 25, 2014
Phase: CM Hwy 98 West Elevated Tank - Construction

Professional Personnel

	Hours	Rate	Amount	
Project Engineer				
Wallace, Kyle	16.00	150.00	2,400.00	
Totals	16.00		2,400.00	
Total Labor				2,400.00
		Total this Phase		\$2,400.00
		Total this Invoice		\$2,400.00

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

105695.7245.04

2011-4/89-110



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

February 05, 2014
Project No: 1273-W002
Invoice No: 17860

Project Manager Kyle Wallace
Project 1273-W002 Hwy 98 West Booster Station

Professional Services from December 29, 2013 to January 25, 2014

Phase CM Hwy 98 W Booster Sta - Construction Mgmt

Professional Personnel

	Hours	Rate	Amount	
Project Engineer				
Wallace, Kyle	2.00	150.00	300.00	
Totals	2.00		300.00	
Total Labor				300.00
		Total this Phase		\$300.00
		Total this Invoice		\$300.00

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

105695.7245.03
2011-4/89-110



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

February 05, 2014
Project No: 1273-S003
Invoice No: 17861

Project Manager Kyle Wallace
Project 1273-S003 Comprehensive Sewer Improvements Ph III

Professional Services from December 29, 2013 to January 25, 2014

Phase CM Construction Management

Construction Cost	1,632,964.92		
Fee Percentage	9.00		
Total Fee	146,966.84		
Percent Complete	100.00	Total Earned	146,966.84
		Previous Fee Billing	146,966.84
		Current Fee Billing	0.00
		Total Fee	0.00

Professional Personnel

	Hours	Rate	Amount
CONSTRUCTION OBSERVER			
Jackson, Terry	39.50	85.00	3,357.50
PROJECT ENGINEER			
Wallace, Kyle	1.00	150.00	150.00
Totals	40.50		3,507.50
Total Labor			3,507.50
		Total this Phase	\$3,507.50
		Total this Invoice	\$3,507.50

Outstanding Invoices

Number	Date	Balance
17624	9/4/2013	13,327.50
17667	9/25/2013	10,395.00
17728	10/31/2013	13,417.50
17783	12/2/2013	8,760.00
17810	1/7/2014	4,422.50
Total		50,322.50

Total Now Due \$53,830.00

105695.7220.01

2011-4/89-110



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

February 05, 2014
Project No: 1273-S002
Invoice No: 17862

Project Manager Kyle Wallace

Project 1273-S002 Comprehensive Sewer Improvements - Ph II

Professional Services from December 29, 2013 to January 25, 2014

Phase CM Construction Management

Construction Cost 1,692,234.28
Fee Percentage 9.00
Total Fee 152,301.09

Billing Phase	Percent of Fee	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Design Phase Services	100.00	152,301.09	100.00	152,301.09	152,301.09	0.00
		Totals		152,301.09	152,301.09	0.00
		Total Fee				0.00

Professional Personnel

	Hours	Rate	Amount
CONSTRUCTION OBSERVER			
Tingle, William	11.00	85.00	935.00
PROJECT ENGINEER			
Wallace, Kyle	4.50	150.00	675.00
Totals	15.50		1,610.00
Total Labor			1,610.00

Total this Phase \$1,610.00

Total this Invoice \$1,610.00

Outstanding Invoices

Number	Date	Balance
17623	9/4/2013	15,022.50
17666	9/25/2013	8,337.50
17726	10/31/2013	8,497.50
17782	12/2/2013	3,977.50
17811	1/7/2014	1,955.00
Total		37,790.00

Total Now Due \$39,400.00

105695.7220.50
2011-4/89-110



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

February 05, 2014
Project No: 1273-S001
Invoice No: 17863

Project Manager: Kyle Wallace
Project: 1273-S001 Columbia St, Corrine St, Duke Ave, Carlisle Dr., U.S Hwy 49 S, WST Tatum Blvd.

Professional Services from December 29, 2013 to January 25, 2014

Sewer Ph I

Phase: CM Construction Management - Columbia St.

Construction Cost 776,146.00
Fee Percentage 9.00
Total Fee 69,853.14

Billing Phase	Percent of Fee	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Design Phase Services	100.00	69,853.14	100.00	69,853.14	69,853.14	0.00
Totals				69,853.14	69,853.14	0.00
Total Fee						0.00

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Tingle, William	52.00	85.00	4,420.00	
PROJECT ENGINEER				
Sellers, Bennie	11.00	150.00	1,650.00	
Wallace, Kyle	6.00	150.00	900.00	
Totals	69.00		6,970.00	
Total Labor				6,970.00
Total this Phase				\$6,970.00
Total this Invoice				\$6,970.00

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

105695.7220.49

2011-4/89-110



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

February 06, 2014
Project No: 1273-W007
Invoice No: 17868

Project Manager Kyle Wallace

Project 1273-W007 ComSWIP Water Phase II - Palmers Crossing

Professional Services from December 29, 2013 to January 25, 2014

Phase DD Palmer's Crossing - Design Phase

Professional Personnel

	Hours	Rate	Amount
AUTO CAD TECHNICIAN			
Sullivan, Richard	.50	85.00	42.50
PROJECT ENGINEER			
Sellers, Bennie	17.50	150.00	2,625.00
Totals	18.00		2,667.50
Total Labor			2,667.50
		Total this Phase	\$2,667.50
		Total this Invoice	\$2,667.50

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

105695.7245.51

MB 2011.4/89-110



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

February 06, 2014
Project No: 1273-W008
Invoice No: 17869

Project Manager: Kyle Wallace
Project: 1273-W008 ComSWIP Water Phase III - Mobile & Bouie

Professional Services from December 29, 2013 to January 25, 2014

Phase: DD Mobile & Bouie - Design Phase Services

Professional Personnel

	Hours	Rate	Amount
PROJECT ENGINEER			
Sellers, Bennie	11.50	150.00	1,725.00
Totals	11.50		1,725.00
Total Labor			1,725.00
Total this Phase			\$1,725.00
Total this Invoice			\$1,725.00

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

105695.7245.52
MB 2011-4/89-110



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

February 06, 2014
Project No: 1273-W009
Invoice No: 17870

Project Manager: Kyle Wallace
Project: 1273-W009 ComSWIP Water - Phase IV - Misc.

Professional Services from December 29, 2013 to January 25, 2014

Phase: DD Water Phase IV - Design Phase Services

Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Sellers, Bennie	6.00	150.00	900.00	
Totals	6.00		900.00	
Total Labor				900.00
		Total this Phase		\$900.00
		Total this Invoice		\$900.00

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

105695.7245.53
MB 2011-4/89-110

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

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, 2013 (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. 2 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated December 19, 2013. After discussion of the subject, Council Member Delgado 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. 2 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. 2 from the Project Fund Construction Account under the Loan in the total aggregate amount of \$86,570.32 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. 2 from the Project Fund Construction Account under the Loan in the total aggregate amount of Eighty-six thousand five hundred seventy & 32/100 dollars (\$86,570.32) 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. 2 in the total aggregate amount of Eighty-six thousand five hundred seventy & 32/100 dollars (\$86,570.32) 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 Delgado, seconded by Council Member Naylor, and was adopted by the following roll call vote, to wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

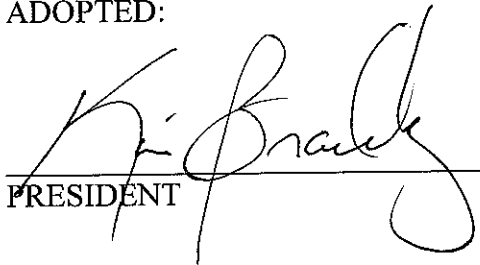
The President thereby declared the motion carried and the resolution adopted, this the 18th day of February, 2014.

(SEAL)

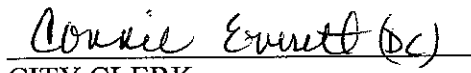
ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 18th day of February, 2014.


CITY CLERK

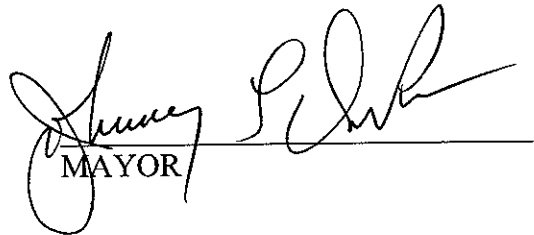

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

EXHIBIT A

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
	Hattiesburg, MS 39403-1711				
8.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.04	\$ 2,400.00	17859	Hwy 98 Elevated Water Tank Period: 12/29/13 - 1/25/14 2011-4/89-110
9.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.03	\$ 300.00	17860	Hwy 98 Booster Station Period: 12/29/13 - 1/25/14 2011-4/89-110
10.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7220.01	\$ 3,507.50	17861	Sewer Improvements Ph III Period: 12/29/13 - 1/25/14 2011-4/89-110
11.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7220.50	\$ 1,610.00	17862	Sewer Improvements Ph II Period: 12/29/13 - 1/25/14 2011-4/89-110
12.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7220.49	\$ 6,970.00	17863	Sewer Improvements Ph I Period: 12/29/13 - 1/25/14 2011-4/89-110
13.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.51	\$ 2,667.50	17868	Water Improvements Ph II - Design Period: 12/29/13 - 1/25/14 2011-4/89-110
14.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.52	\$ 1,725.00	17869	Water Improvements Ph III - Design Period: 12/29/13 - 1/25/14 2011-4/89-110
15.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.53	\$ 900.00	17870	Water Improvements Ph IV - Design Period: 12/29/13 - 1/25/14 2011-4/89-110
			<u>\$ 86,570.32</u>		

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.: 2

DATE OF REQUISITION: 2/18/2014

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1.	Phoenix Fabricators & Erectors, Inc. P O Box 631541 Cincinnati, OH 45263-1541	105695.7245.04	\$ 8,488.25	Pay App No. 8	Construction of Elevated Water Tank for period 11/26/13 - 1/27/14. MB 2012-1/125
2.	HRG P O Box 22625 Jackson, MS 39225-2625	105695.6015	\$ 11,932.75	011001-04-6 Final	No-Discharge Wastewater Treatment System, EPA Response Period: 7/1/13-8/31/13 MB 2012-1/51
3.	HRG P O Box 22625 Jackson, MS 39225-2625	105695.6015	\$ 1,869.92	011001-05-9 Final	No-Discharge Wastewater Treatment System Period: 7/1/13-8/31/13 MB 2012-1/51
4.	HRG P O Box 22625 Jackson, MS 39225-2625	105695.6015	\$ 14,960.91	011001-06-4 Final	No-Discharge Wastewater Treatment System, South Lagoon Dredging Survey Period: 7/1/13-8/31/13 MB 2013-1/68
5.	HRG P O Box 22625 Jackson, MS 39225-2625	105695.6015	\$ 25,093.49	011001-07-1	No-Discharge Wastewater Treatment System, Period: 7/1/13-8/31/13 MB 2013-1/219
6.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.09	\$ 995.00	17849	Wesley Water Well # 2 Period: 12/29/13 - 1/25/14 2011-4/89-110
7.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711	105695.6015	\$ 3,150.00	17855	Comprehensive Sanitary Sewer Study Task 1 Period: 12/29/13 - 1/25/14 2013-1/303



Engineering Progress

February 4, 2014

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

Attn: Mayor Johnny L. Dupree, Ph. D.

Re: 500,000 Elevated Water Tank
City of Hattiesburg

Dear Mayor:

Enclosed please find Pay Estimate No. 8 for the above referenced project.

Should you have any questions or comments, please do not hesitate to call.

Sincerely,

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

Kyle D. Wallace, P.E.
Project Engineer

/rs

Enclosure

Cc: Tony McLendon

105695.7245.04
MB 2012-1/125

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

Contractor's Application For Payment No. EIGHT

Application Period: 11/26/13 to 1/27/14		Application Date: January 27, 2014	
To (Owner):	City of Hattiesburg 200 Forrest Street Hattiesburg, MS 39403	From (Contractor):	Phoenix Fabricators & Erectors, Inc. P.O. Box 631541 Cincinnati, Ohio 45263-1541
Project:	500,000 Gallon Elevated Water Storage Tank	Project No.:	PFE# 3267
		Owner's Contract No.:	Tank along U.S. HWY 98
		Engineer's Project No.:	Hattiesburg, MS 39403
		Via (Engineer):	Shows, Dearman & Waits, Inc. P.O. Box 1711 Hattiesburg, MS 39403

Application for Payment

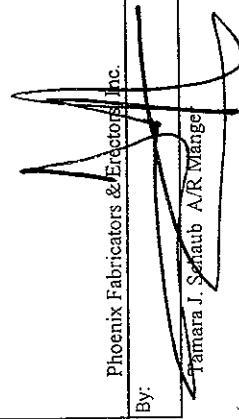
Change Order Summary

Approved Change Orders	Number	Additions	Deductions
1.	1	127,826.00	
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
TOTALS		127,826.00	0.00
NET CHANGE BY			
CHARGE ORDERS			127,826.00

ORIGINAL CONTRACT PRICE	\$	806,735.00
Net change by Change Order	\$	127,826.00
CURRENT CONTRACT PRICE (Line 1 ± 2)	\$	934,561.00
TOTAL COMPLETED AND STORED TO DATE		
(Column F on Progress Estimate)	\$	934,561.00
RETAINAGE:		
a. 5 % x \$	\$	46,728.05
AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$	887,832.95
LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	879,344.70
AMOUNT DUE THIS APPLICATION	\$	8,488.25
BALANCE TO FINISH, PLUS RETAINAGE		
(Column G on Progress Estimate + Line 5 above)	\$	46,728.05

Contractor's Certification

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

Phoenix Fabricators & Erectors, Inc.
By: 
Tamara J. Schaub A/R Manager

Date: 01/27/14

Payment of: \$ 8,488.25
(Line 8 or other - attach explanation of other amount)

is recommended by:

(Engineer)

2-3-2013
(Date)

Payment of:

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

is approved by:

(Owner)

(Date)

Approved by:

Funding Agency (if applicable)

(Date)

Contractor's Application

Lump Sum Progress Estimate

For (contract):		500,000 Gallon Elevated Water Storage Tank City of Hattiesburg		Application Number: EIGHT					
Application Period:		11/26/13 to 1/27/14		Application Date: 1/27/14					
Specification Section No.	Description	A Item	B Scheduled Value	Work Completed		E Materials Presently Stored (not in C or D)	F Total Completed and Stored to Date (C + D + E)	% (F) B	G Balance to Finish (B - F)
				C From Previous Application (C +	D This Period				
1.	ENGINEERING/BONDS/INS FOUNDATION FABRICATION/DELIVERY ERECTION ELECTRICAL 12" DIP 100' @ \$60.00 8" DIP 240' @ \$45.00 FIRE HYDRANT 2 @ 2800.00 FENCE 382' @ 17.50 PAINTING SITE WORK ACCESS ROAD EROSION CONTROL OVERFLOW INLET & PIPING RECLOCATION OF UTILITY C/O #1- ENGINEERING/BONDS - DRILLED PIERS - FOUNDATION		\$40,000.00 \$94,800.00 \$361,100.00 \$150,000.00 \$3,600.00 \$6,000.00 \$10,800.00 \$5,600.00 \$6,685.00 \$97,000.00 \$4,500.00 \$12,500.00 \$3,650.00 \$9,500.00 \$1,000.00 \$8,300.00 \$70,150.00 \$49,376.00	\$40,000.00 \$94,800.00 \$361,100.00 \$150,000.00 \$3,600.00 \$6,000.00 \$10,800.00 \$5,600.00 \$6,685.00 \$97,000.00 \$2,250.00 \$12,500.00 \$3,650.00 \$9,500.00 \$1,000.00 \$8,300.00 \$70,150.00 \$49,376.00			\$40,000.00 \$94,800.00 \$361,100.00 \$150,000.00 \$3,600.00 \$6,000.00 \$10,800.00 \$5,600.00 \$6,685.00 \$97,000.00 \$4,500.00 \$12,500.00 \$3,650.00 \$9,500.00 \$1,000.00 \$8,300.00 \$70,150.00 \$49,376.00	100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100%	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
Totals			\$934,561.00	\$925,626.00	\$8,935.00	\$0.00	\$934,561.00	100%	\$0.00



September 22, 2013
Project No: HR.11001.004
Invoice No: 011001-04-6 (FINAL)

City of Hattiesburg
Attn: Bert Kuyrkendall, P.E.
PO Box 1898
Hattiesburg, MS 39403-1898

Project HR.11001.004 Task Order #4 – EPA Response Report

Professional Services from July 1, 2013 to August 31, 2013

Fee

Total Fee	\$82,483.63		
Percent Complete	100.00	Total Earned	\$82,483.46
		Previous Fee Billing	\$70,550.71
		Current Fee Billing	\$11,932.75
		Total Fee	\$11,932.75
		Total this Task Order	\$11,932.75

(see the itemized invoice attached)

The following items of work were completed:

1. EPA Response Report

Services included: Coordination on feedback from EPA & meetings with EPA

Certification

I, the undersigned, do hereby certify that the above invoice reflects a true and accurate accounting of the records of HRG, LLC and that the amount has not been paid or previously invoiced.

By: Michael W. King
Title: VICE PRESIDENT

Federal Tax ID 45-2475863

(Please remit payment to: P. O. Box 22625, Jackson, MS 39225-2625)

105695
075695-6015
MB 2012-1/51



September 22, 2013

Project No: HR.11001.004

Invoice No: 011001-04-6 (FINAL)

City of Hattiesburg
Attn: Bert Kuyrkendall, P.E.
PO Box 1898
Hattiesburg, MS 39403-1898

Project HR.11001.004 Task Order #4- EPA Response Report

Professional Services from July 1, 2013 to August 31, 2013**Labor for SD&W, Inc.**

Shea McNease – Principal	80.0 hours @ \$139.43	\$11,154.40
Richard Sullivan – Technician	1.0 hour @ \$81.20	\$81.20
Nicholas Connolly – Project Engineer	5.0 hours @ \$139.43	\$697.15
Total SD&W labor		\$11,932.75

Total this Invoice **\$11,932.75**

Billing Limits	Current	Prior	To-Date
Total Billings	\$11,932.75	70,550.71	\$82,483.46
Contract Amount			\$82,483.63
Fee Remaining			\$0.17

Federal Tax ID 45-2475863

(Please remit payment to: P. O. Box 22625, Jackson, MS 39225-2625)



September 22, 2013
Project No: HR.11001.003
Invoice No: 011001-05-9 (FINAL)

City of Hattiesburg
Attn: Bert Kuyrkendall, P.E.
PO Box 1898
Hattiesburg, MS 39403-1898

Project HR.11001.005 Task Order #5 – Wastewater Decision & Public Involvement

Professional Services from July 1, 2013 to August 31, 2013

Fee

Total Fee	\$286,625.00		
Percent Complete	99.93	Total Earned	\$286,421.69
		Previous Fee Billing	\$284,551.77
		Current Fee Billing	\$1,869.92
		Total Fee	\$1,869.92
		Total this Task Order	\$1,869.92

(see the itemized invoice attached)

Certification

I, the undersigned, do hereby certify that the above invoice reflects a true and accurate accounting of the records of HRG, LLC and that the amount has not been paid or previously invoiced.

By: Michael P. W. King
Title: VICE PRESIDENT

Federal Tax ID 45-2475863

(Please remit payment to: P. O. Box 22625, Jackson, MS 39225-2625)

105695
095695.6015
MB 2012-1/51



September 22, 2013
Project No: HR.11001.003
Invoice No: 011001-05-9 (FINAL)

City of Hattiesburg
Attn: Bert Kuyrkendall, P.E.
PO Box 1898
Hattiesburg, MS 39403-1898

Project HR.11001.005 Task Order #5 – Wastewater Decision & Public Involvement

Professional Services from July 1, 2013 to August 31, 2013

Labor for Neel-Schaffer, Inc.

Michelle Gill – <i>Engineer Intern II</i>	18.00 hours @ \$77.14	\$1,388.52
Anna Masters Neel – <i>Marketing Manager</i>	5.0 hours @ \$89.90	\$449.50
Jennifer Nobles – <i>Admin Svc Manager</i>	0.5 hours @ \$63.80	\$31.90
Total N-S labor		\$1,869.92

Total this Invoice \$1,869.92

Billing Limits	Current	Prior	To-Date
Total Billings	\$1,869.92	\$284,551.77	\$286,421.69
Contract Amount			\$286,625.00
Fee Remaining			\$203.31

Federal Tax ID 45-2475863
(Please remit payment to: P. O. Box 22625, Jackson, MS 39225-2625)



September 22, 2013
Project No: HR.11001.006
Invoice No: 011001-06-4 (FINAL)

City of Hattiesburg
Attn: Bert Kuyrkendall, P.E.
PO Box 1898
Hattiesburg, MS 39403-1898

Project HR.11001.006 Task Order #6 -- South Lagoon Dredging Survey

Professional Services from July 1, 2013 to August 31, 2013

Fee

Total Fee	\$70,488.95		
Percent Complete	99.96	Total Earned	\$70,458.47
		Previous Fee Billing	\$55,497.56
		Current Fee Billing	\$14,960.91
		Total Fee	\$14,960.91

Total this Task Order \$14,960.91

(see the itemized invoice attached)

The following items of work were completed:

1. Response to EPA

Certification

I, the undersigned, do hereby certify that the above invoice reflects a true and accurate accounting of the records of HRG, LLC and that the amount has not been paid or previously invoiced.

By: Michael W. King

Title: VICE PRESIDENT

Federal Tax ID 45-2475863

(Please remit payment to: P. O. Box 22625, Jackson, MS 39225-2625)

105695
045695.6015
MB 2013-68



September 22, 2013
 Project No: HR.11001.006
 Invoice No: 011001-06-4 (FINAL)

City of Hattiesburg
 Attn: Bert Kuyrkendall, P.E.
 PO Box 1898
 Hattiesburg, MS 39403-1898

Project HR.11001.006 Task Order #6 – South Lagoon Dredging Survey

Professional Services from July 1, 2013 to August 31, 2013

Labor for Neel-Schaffer, Inc.

Charles Hayes	3.0 hours @ 111.65	334.95
James Miner	8.0 hours @ 78.01	624.08
Jennifer Nobles	0.5 hours @ 63.80	31.90
Jill Jones	24.0 hours @ 47.79	1,146.96
Mauricka McKenzie	25.0 hours @ 106.72	2,668.00
Michelle Gill	19.0 hours @ 77.14	1,465.66
Mike Essary	20.0 hours @ 166.05	3,321.00
Nathan Husman	5.5 Hours @ 158.92	874.06
Stanley Keely	1.0 hour @ 171.97	171.97

Total Neel-Schaffer, Inc. labor **\$10,638.58**

Labor for SD&W, Inc.

Shea McNeese	31.0 hours @ \$139.43	\$4,322.23
Total SD&W labor		\$4,322.23

Total this Invoice **\$14,960.91**

Billing Limits	Current	Prior	To-Date
Total Billings	\$14,960.91	55,497.56	\$70,458.47
Contract Amount			\$70,488.95
Fee Remaining			\$30.48

Federal Tax ID 45-2475863
 (Please remit payment to: P. O. Box 22625, Jackson, MS 39225-2625)



September 22, 2013
Project No: HR.11001.007
Invoice No: 011001-07-1

City of Hattiesburg
Attn: Bert Kuyrkendall, P.E.
PO Box 1898
Hattiesburg, MS 39403-1898

Project HR.11001.007 Task Order #7 – No – Discharge WWT

Professional Services from July 1, 2013 to August 31, 2013

Fee

Total Fee	\$60,810.00		
Percent Complete	41.27	Total Earned	\$25,093.49
		Previous Fee Billing	\$0.00
		Current Fee Billing	\$25,093.49
		Total Fee	\$25,093.49
		Total this Task Order	\$25,093.49

(see the itemized invoice attached)

The following items of work were completed:

1. Contract Negotiations
2. Meetings with Groundworx, LLC & City of Hattiesburg

Certification

I, the undersigned, do hereby certify that the above invoice reflects a true and accurate accounting of the records of HRG, LLC and that the amount has not been paid or previously invoiced.

By: Michael W. G.
Title: VICE PRESIDENT

Federal Tax ID 45-2475863

(Please remit payment to: P. O. Box 22625, Jackson, MS 39225-2625)

105695
095695.6015
MTB 2013-219



September 22, 2013

Project No: HR.11001.007

Invoice No: 011001-07-1

City of Hattiesburg
Attn: Bert Kuyrkendall, P.E.
PO Box 1898
Hattiesburg, MS 39403-1898

Project HR.11001.007 Task Order #7 – No Discharge WWT

Professional Services from July 1, 2013 to August 31, 2013**Labor for Neel-Schaffer, Inc.**

Mike Essary – Engineer Manager	17.0 hours @ \$166.05	\$2,822.85
Bill Breland – Technician	2.0 hours @ \$74.99	\$149.98
Michelle Gill – Engineer Intern II	26.00 hours @ \$77.14	\$2,005.64
Anna Masters Neel – Marketing Manager	22.0 hours @ \$89.90	\$1,977.80
Nathan Husman – Engineer Manager	29.5 hours @ \$158.92	\$4,688.14
Jennifer Nobles – Admin Svc Manager	1.0 hours @ \$63.80	\$63.80
Total N-S labor		\$11,708.21

Labor for SDW

Kyle Wallace – Project Manager	24.0 hours @ \$139.43	\$3,346.32
Shea McNease – Project Engineer	72.0 hours @ \$139.43	\$10,038.96
Total SDW labor		\$13,385.28

Total this Invoice \$25,093.49

Billing Limits	Current	Prior	To-Date
Total Billings	\$25,093.49	\$0.00	\$25,093.49
Contract Amount			\$60,810.00
Fee Remaining			\$35,716.51

Federal Tax ID 45-2475863

(Please remit payment to: P. O. Box 22625, Jackson, MS 39225-2625)



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

February 05, 2014
Project No: 1273-W006
Invoice No: 17849

Project Manager John Weeks
Project 1273-W006 Wesley WTP Well
Professional Services from December 29, 2013 to January 25, 2014
Professional Personnel

	Hours	Rate	Amount
Weeks, John	2.00	150.00	300.00
AUTO CAD TECHNICIAN			
Sullivan, Richard	2.00	85.00	170.00
FIELD CREW			
Crew, Field	3.50	150.00	525.00
Totals	7.50		995.00
Total Labor			995.00
Total this Invoice			\$995.00

Outstanding Invoices

Number	Date	Balance
17826	1/7/2014	5,905.00
Total		5,905.00
Total Now Due		\$6,900.00

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

105695.7245.09

2011-4/89-110



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

February 05, 2014
Project No: 11202
Invoice No: 17855

Project Manager John Weeks

Project 11202 I/I Study

Professional Services from December 29, 2013 to January 25, 2014

Phase 01 I/I Study

Task 01 Task Order 1

Total Fee	6,300.00		
Percent Complete	100.00	Total Earned	6,300.00
		Previous Fee Billing	3,150.00
		Current Fee Billing	3,150.00
		Total Fee	3,150.00
		Total this Task	\$3,150.00
		Total this Phase	\$3,150.00
		Total this Invoice	\$3,150.00

Outstanding Invoices

Number	Date	Balance
17831	1/8/2014	3,150.00
Total		3,150.00

Total Now Due \$6,300.00

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

105695.6015
2013-1/303



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

February 05, 2014
Project No: 1273-W003
Invoice No: 17859

Project Manager Kyle Wallace
Project 1273-W003 Highway 98 West Elevated Tank
Professional Services from December 29, 2013 to January 25, 2014
Phase CM Hwy 98 West Elevated Tank - Construction
Professional Personnel

	Hours	Rate	Amount
Project Engineer			
Wallace, Kyle	16.00	150.00	2,400.00
Totals	16.00		2,400.00
Total Labor			2,400.00
		Total this Phase	\$2,400.00
		Total this Invoice	\$2,400.00

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

105695.7245.04

2011-4/89-110



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

February 05, 2014
Project No: 1273-W002
Invoice No: 17860

Project Manager Kyle Wallace
Project 1273-W002 Hwy 98 West Booster Station

Professional Services from December 29, 2013 to January 25, 2014

Phase CM Hwy 98 W Booster Sta - Construction Mgmt

Professional Personnel

	Hours	Rate	Amount
Project Engineer			
Wallace, Kyle	2.00	150.00	300.00
Totals	2.00		300.00
Total Labor			300.00
Total this Phase			\$300.00
Total this Invoice			\$300.00

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

105695.7245.03
2011-4/89-110



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

February 05, 2014
Project No: 1273-S003
Invoice No: 17861

Project Manager Kyle Wallace

Project 1273-S003 Comprehensive Sewer Improvements Ph III

Professional Services from December 29, 2013 to January 25, 2014

Phase CM Construction Management

Construction Cost	1,632,964.92		
Fee Percentage	9.00		
Total Fee	146,966.84		
Percent Complete	100.00	Total Earned	146,966.84
		Previous Fee Billing	146,966.84
		Current Fee Billing	0.00
		Total Fee	0.00

Professional Personnel

	Hours	Rate	Amount
CONSTRUCTION OBSERVER			
Jackson, Terry	39.50	85.00	3,357.50
PROJECT ENGINEER			
Wallace, Kyle	1.00	150.00	150.00
Totals	40.50		3,507.50
Total Labor			3,507.50

Total this Phase \$3,507.50

Total this Invoice \$3,507.50

Outstanding Invoices

Number	Date	Balance
17624	9/4/2013	13,327.50
17667	9/25/2013	10,395.00
17728	10/31/2013	13,417.50
17783	12/2/2013	8,760.00
17810	1/7/2014	4,422.50
Total		50,322.50

Total Now Due \$53,830.00

105695.7220.01
2011-4/89-110



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

February 05, 2014
Project No: 1273-S002
Invoice No: 17862

Project Manager Kyle Wallace

Project 1273-S002 Comprehensive Sewer Improvements - Ph II

Professional Services from December 29, 2013 to January 25, 2014

Phase CM Construction Management

Construction Cost 1,692,234.28
Fee Percentage 9.00
Total Fee 152,301.09

Billing Phase	Percent of Fee	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Design Phase Services	100.00	152,301.09	100.00	152,301.09	152,301.09	0.00
Totals				152,301.09	152,301.09	0.00
Total Fee						0.00

Professional Personnel

	Hours	Rate	Amount
CONSTRUCTION OBSERVER			
Tingle, William	11.00	85.00	935.00
PROJECT ENGINEER			
Wallace, Kyle	4.50	150.00	675.00
Totals	15.50		1,610.00
Total Labor			1,610.00

Total this Phase \$1,610.00

Total this Invoice \$1,610.00

Outstanding Invoices

Number	Date	Balance
17623	9/4/2013	15,022.50
17666	9/25/2013	8,337.50
17726	10/31/2013	8,497.50
17782	12/2/2013	3,977.50
17811	1/7/2014	1,955.00
Total		37,790.00

Total Now Due \$39,400.00

105695.7220.50
2011-4/89-110

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



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

February 05, 2014
Project No: 1273-S001
Invoice No: 17863

Project Manager Kyle Wallace

Project 1273-S001 Columbia St, Corrine St, Duke Ave, Carlisle Dr., U.S Hwy 49 S, WST Tatum Blvd.

Professional Services from December 29, 2013 to January 25, 2014

Sewer Ph I

Phase CM Construction Management - Columbia St.

Construction Cost 776,146.00
Fee Percentage 9.00
Total Fee 69,853.14

Billing Phase	Percent of Fee	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Design Phase Services	100.00	69,853.14	100.00	69,853.14	69,853.14	0.00
Totals				69,853.14	69,853.14	0.00
Total Fee						0.00

Professional Personnel

	Hours	Rate	Amount
CONSTRUCTION OBSERVER			
Tingle, William	52.00	85.00	4,420.00
PROJECT ENGINEER			
Sellers, Bennie	11.00	150.00	1,650.00
Wallace, Kyle	6.00	150.00	900.00
Totals	69.00		6,970.00
Total Labor			6,970.00

Total this Phase \$6,970.00

Total this Invoice \$6,970.00

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

105695.7220.49

2011-4/89-110



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

February 06, 2014
Project No: 1273-W007
Invoice No: 17868

Project Manager Kyle Wallace
Project 1273-W007 ComSWIP Water Phase II - Palmers Crossing

Professional Services from December 29, 2013 to January 25, 2014

Phase DD Palmer's Crossing - Design Phase

Professional Personnel

	Hours	Rate	Amount	
AUTO CAD TECHNICIAN				
Sullivan, Richard	.50	85.00	42.50	
PROJECT ENGINEER				
Sellers, Bennie	17.50	150.00	2,625.00	
Totals	18.00		2,667.50	
Total Labor				2,667.50
		Total this Phase		\$2,667.50
		Total this Invoice		\$2,667.50

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

105695. 7245.51

MB 2011-4/89-110



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

February 06, 2014
Project No: 1273-W008
Invoice No: 17869

Project Manager Kyle Wallace
Project 1273-W008 ComSWIP Water Phase III - Mobile & Bouie

Professional Services from December 29, 2013 to January 25, 2014

Phase DD Mobile & Bouie - Design Phase Services

Professional Personnel

	Hours	Rate	Amount
PROJECT ENGINEER			
Sellers, Bennie	11.50	150.00	1,725.00
Totals	11.50		1,725.00
Total Labor			1,725.00
		Total this Phase	\$1,725.00
		Total this Invoice	\$1,725.00

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

105695.7245.52
MB 2011-4/89-110

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



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

February 06, 2014
Project No: 1273-W009
Invoice No: 17870

Project Manager Kyle Wallace
Project 1273-W009 ComSWIP Water - Phase IV - Misc.

Professional Services from December 29, 2013 to January 25, 2014

Phase DD Water Phase IV - Design Phase Services

Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Sellers, Bennie	6.00	150.00	900.00	
Totals	6.00		900.00	
Total Labor				900.00
		Total this Phase		\$900.00
		Total this Invoice		\$900.00

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

105695.7245.53
MB 2011-4/89-110

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

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, 2013 (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: Connie Everett (dc)
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: 2014-0930

File ID: 2014-0930

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 02/11/2014

Brief Title: Adopt a Resolution affirming the City of Hattiesburg's commitment to diversity.

Final Action: 02/18/2014

Minute Book Number: MB2014-49

Title:

Adopt a Resolution affirming the City of Hattiesburg's commitment to diversity.

Notes:

Sponsors:

Enactment Date:

Attachments: RES-Diversity, executed RES-Diversity RES2014-24

Enactment Number:

Contact:

Meeting Date: 02/18/2014

Drafter: Debbie Bernardo

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/18/2014	Adopt				Pass
Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Naylor to Adopt a Resolution affirming the City of Hattiesburg's commitment to diversity.							
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							
TEL-No Vote: 0							

Text of Legislative File 2014-0930

Title

Adopt a Resolution affirming the City of Hattiesburg's commitment to diversity.

Summary

Resolution-Diversity

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION

WHEREAS, diversity is a critical component of a thriving, successful city; and,

WHEREAS, tolerance and acceptance will strengthen Hattiesburg as a community, deepening bonds between neighbors and fostering a welcoming environment; and,

WHEREAS, a commitment to diversity will enhance the local economy, creating a positive, forward-thinking environment that will help attract business and create jobs; and,

WHEREAS, in today's world discrimination occurs far too often on the basis of race, color, religion, national origin, sex, gender identity and expression, age, marital status, sexual orientation, family status, veteran status, disability and source of income;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and the City Council of the City of Hattiesburg declare it the policy of the City to reject discrimination of any kind and to respect the inherent worth of every person, without regard to race, color, religion, national origin, sex, gender identity or expression, age, marital status, sexual orientation, family status, veteran status, disability or source of income, this the 18th day of February, A.D., 2014.

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

YEAS:

NAYS:

Absent:

The President thereby declared the motion carried and the Resolution adopted, this the 18th day of February, A.D., 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 18th day of February, A.D., 2014.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

RESOLUTION

WHEREAS, diversity is a critical component of a thriving, successful city; and,

WHEREAS, tolerance and acceptance will strengthen Hattiesburg as a community, deepening bonds between neighbors and fostering a welcoming environment; and,

WHEREAS, a commitment to diversity will enhance the local economy, creating a positive, forward-thinking environment that will help attract business and create jobs; and,

WHEREAS, in today's world discrimination occurs far too often on the basis of race, color, religion, national origin, sex, gender identity and expression, age, marital status, sexual orientation, family status, veteran status, disability and source of income;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and the City Council of the City of Hattiesburg declare it the policy of the City to reject discrimination of any kind and to respect the inherent worth of every person, without regard to race, color, religion, national origin, sex, gender identity or expression, age, marital status, sexual orientation, family status, veteran status, disability or source of income, this the 18th day of February, A.D., 2014.

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

YEAS:	Bradley	NAYS:	None	Absent:
	Delgado			
	Carroll			
	Dryden			
	Naylor			

The President thereby declared the motion carried and the Resolution adopted, this the 18th day of February, A.D., 2014.

(SEAL)

ATTEST:

Shirley K. Bernard
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 18th day of February, A.D., 2014.

ATTEST:

Cornie Everett (DC)
CITY CLERK

APPROVED:

[Signature]
MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2014-0929

File ID: 2014-0929

Type: Regular Agenda Item

Status: Passed

Version: 2

Reference:

In Control: City Council

File Created: 02/11/2014

Brief Title: Sign Variance for Mack Grubbs Hyundai-6507 Hwy
98

Final Action: 02/18/2014

Minute Book Number: MB2014-49-50

Title:

APPROVE or DENY the petition filed by Mack Grubbs (Mack Grubbs Hyundai, LLC), owner, for a variance from Article 5, Section 95.10 to permit the replacement of a free-standing sign on a parcel with an off-site advertising (billboard) sign for property located at 6507 Highway (Parcel identification number 98053R-08-048.00/PPIN 9230, Ward 3.) The Planning Commission voted to APPROVE the petition at its February 5, 2014 meeting.

Notes: Sign is the replacement of a larger non-conforming free-standing sign with a smaller free standing sign. Variance would make signs conforming for parcel.

Sponsors:

Enactment Date:

Attachments: Staff Summary Hyundai Sign, Hyundai Sign Image
Pgs (Mack Grubbs), February PC Minutes

Enactment Number:

Contact:

Meeting Date:

Drafter: Donovan Scruggs

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	02/18/2014	Approve				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Carroll to APPROVE the petition filed by Mack Grubbs (Mack Grubb Hyundai, LLC), owner, for a variance from Article 5, Section 95.10 to permit the replacement of a free-standing sign on a parcel with on off-site advertising (billboard) sign for property located at 6507 Highway 98. (Parcel identification number 98053R-08-048.00/PPIN 9230, Ward 3.) The Planning Commission voted to APPROVE the petition at its February 5, 2014 meeting.

Mr. Scruggs provided an overview. He invited those present to participate later that evening in a charrette and workshop on the Broadway and Pine Street corridors. He said the process [looks at] ways to revitalize the area and lays out incentives to retain development. Regarding the variance request, Mr. Scruggs stated that Mr. Grubbs has an existing sign, considered non-conforming, that he is required to modify so as to come into compliance with Hyundai's new franchise identity. Mr. Scruggs said city regulations do not allow a non-conforming sign to be replaced except with a variance. He said the property is at the westernmost boundaries of the city in an area that was recently annexed. Mr. Scruggs said the area is zoned B-5 (Regional Business District) and identified as a Regional Business Corridor. He said Mr. Grubbs just wants a new sign that will be smaller, shorter and better in overall appearance than the existing sign. He said the Planning Commission voted unanimously to approve the variance.

Council member Carroll stated that [the Council] has [approved] this [type of request] before, especially with corporations like Academy Sports that have signs of a certain size. Council member Carroll said he sees no reason not to approve the request.

Council President Bradley thanked Mr. Scruggs for his service to the city and wished him well in future endeavors.

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

FEL-No Vote: 0

Text of Legislative File 2014-0929

Title

APPROVE or DENY the petition filed by Mack Grubbs (Mack Grubbs Hyundai, LLC), owner, for a variance from Article 5, Section 95.10 to permit the replacement of a free-standing sign on a parcel with an off-site advertising (billboard) sign for property located at 6507 Highway (Parcel identification number 98053R-08-048.00/PPIN 9230, Ward 3.) The Planning Commission voted to APPROVE the petition at its February 5, 2014 meeting.

Summary

Sign Variance for Mack Grubbs Hyundai-6507 Hwy 98

Budget Information

Expenditure Type

Purchasing Item

Publication Information



**Planning Commission
Case Fact Sheet**

Names of Applicant: Mack Grubbs, Petitioner
Mack Grubbs Hyundai LLC, Owner

Address of Property: 053R-08-048.00 9230 3

Requests: **Sign Variance**

Purpose of Request: To consider an application for a **Sign Variance** to allow two (2) on site free-standing sign structures in the **B-5 Regional Business District**.

Applicant Summary: The applicant plans to replace a non-conforming, on-premise, free-standing sign with a new free-standing sign (there is also an existing billboard/off-site advertising sign located at the site). The on-premise sign is an existing Hyundai sign to be replaced by a new pylon sign. As a franchised Hyundai dealer the applicant is required to reimage the sign to meet Hyundai requirements.

Applicable Regulations:

SECTION 95 SIGN REGULATIONS

95.01 General Description – The purpose of this Section is to improve the quality of the urban landscape in accordance with the Comprehensive Plan, to provide for an aesthetically pleasing streetscape, to promote community design standards and to promote transportation safety measures through the regulation of the type, location, height and size of specific signs and outdoor displays as they relate to the Land Development Code of the City of Hattiesburg, Mississippi. (Amended by Ord. 2583, Sec. 1, 1/21/97)

95.10 Permitted Uses and Regulations of Signs in Community and Regional Business Districts and Industrial Districts (B-3, B-5, I-1, I-2).

Present Zoning: The Parcel is currently zoned B-5 Regional Business District.

Present Use: Automobile Dealership

Surrounding Zoning and Land Use:

North: Unzoned / Unincorporated Lamar County / Residential
South: B-5 Regional Business District / Highway 98 Commercial Corridor
East: B-5 Regional Business District / Highway 98 Commercial Corridor
West: B-5 Regional Business District / Highway 98 Commercial Corridor

Future Land Use Plan: The subject parcel is shown in the 2008 Future Land Use Map as split between the Regional Business A District along Highway 98 and the Regional Business B District that flanks it.

District Overview: The Regional Business District is primarily a non-residential district located along major arterial streets and highways. Limited types of residential uses – apartment complexes and second-floor housing in strip commercial or lifestyle centers – are allowed and encouraged to locate in this district. The nature and volume of traffic along these corridors are different from the traffic along other commercial corridors, and therefore, the land uses require special consideration. The land uses in this district may generate a higher volume of regional traffic and/or require frequent access by large trucks and commercial vehicles.

District Characteristics: The characteristics of this district include the following: suburban-style commercial centers and big-box buildings; well-positioned and screened outdoor uses; mixed-use buildings and developments; high-density residential developments such as apartment complexes; large, private parking areas; light industrial campuses and employment centers. Regulations should be established to promote development patterns for these uses that enhance the streetscape, screen outdoor storage and equipment areas from public view, and enable safe circulation among neighboring properties without requiring travel on the street or highway corridor.

District Land Uses: The following land uses should be found in this district: high-density residential uses; public and quasi-public uses; hotels and motels; general indoor and outdoor retail uses; heavy commercial and light industrial uses; service and office land uses; and light industrial campuses and corporate offices.

Most Nearly Bounded By (streets): This parcel is accessible from the south by Highway 98. To the north is the city limit along with Pilot Point and King Road which

also runs to the east of the parcel. To the west is Windlass Drive.

Adverse Influences: The proposed location of the additional new is adjacent to the sign it is replacing. A combination of on-premise and off-premise signs is not permitted, but this is a replacement sign.

Positive Influences: The proposed sign will have a smaller overall area than the existing sign.

The current sign location is consistent with signage in the surrounding area.

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case, as of January 14, 2014.

Comments & Recommendations: The applicant hopes to replace an existing sign and support structure with a new sign and structure.

To the west of the proposed and existing sign location is an off-premise free-standing sign (billboard). This sign is located on the same parcel.

The site was developed prior to annexation and was not constructed to the codes of the City of Hattiesburg.

The billboard is owned by Lamar Advertising who leases the ground for the sign.

Two signs on the site make both signs non-conforming and the removal of either would make the remaining sign compliant. If billboard is removed, no variance is needed.

The applicant has indicated that if he is not permitted to replace the sign he would keep the existing sign. His efforts are based on requirements of the Hyundai Corporation.

The proposed sign has a smaller area than the existing sign and could be considered an improvement by reducing sign clutter.

The dimensions of the existing sign are approximately 7' 10.5" x 18' (141.75 sq ft without sign pole) with an overall height of 31' and the proposed sign dimensions are approximately 21' 2" x 9' (190.5 sq ft) with an overall height of 21' 2".

The dimensions for the ornamental portions of each sign are 7' 10.5" x 18' (141.75 sq ft) for the existing and approximately 6' x 8' (48 sq ft) for the proposed sign.

Basis for Approval:

1. The special conditions and circumstances do not result from the actions of the applicant.
2. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

Options:

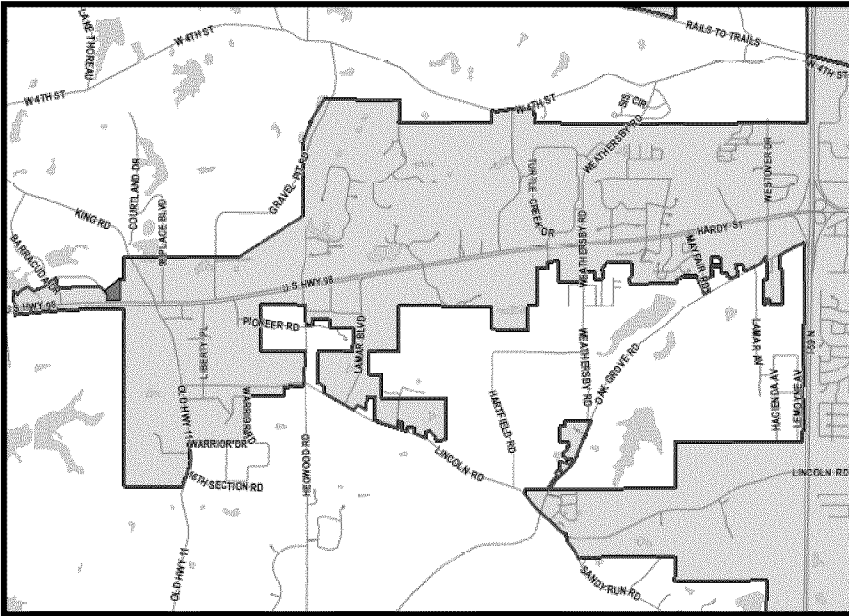
Recommend approval or denial of the request for Sign Variance for two (2) on premise free-standing signs for a certain property located at 6507 Highway 98.

SUBJECT PARCEL:

Mack Grubbs Hyundai

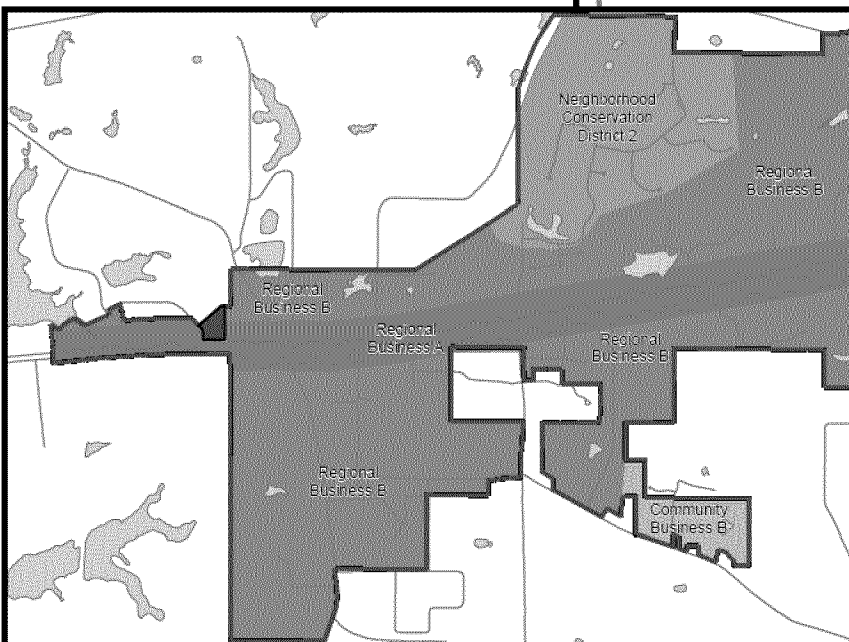
The site is currently the location of a car dealership. The request for a sign variance to allow two (2) on site free-standing sign structures in the B-5 Regional Business District site would allow the owner to replace an existing nonconforming sign.





The Subject Site is located along Highway 98 near the western limit of the City boundary.

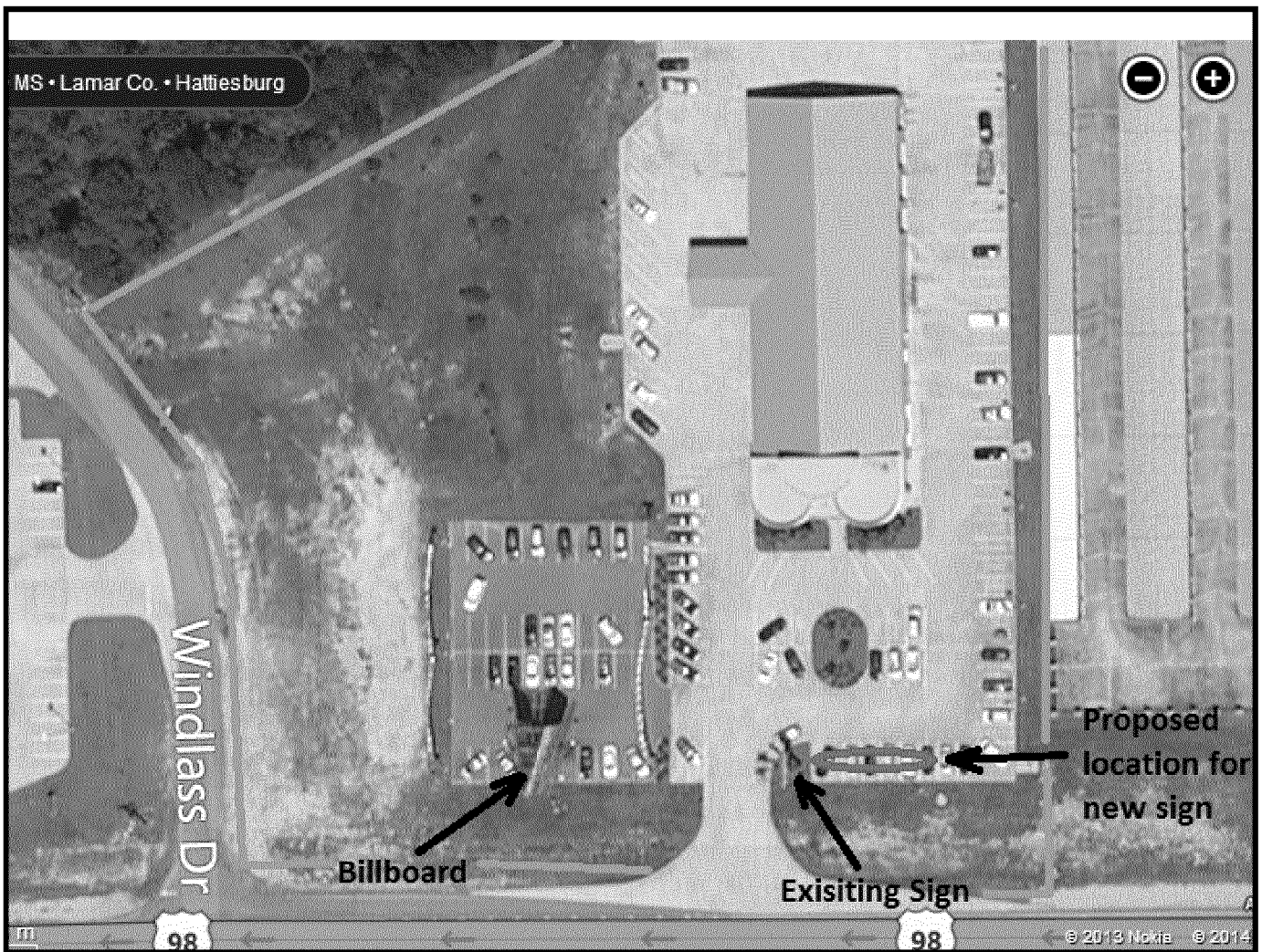
This parcel and the majority of surrounding parcels are all zoned B-5 Regional Business District.



The parcel is within two zones, the Regional Business District A and Regional Business District B of the Comprehensive Plans Future Land Use Map.

Site Layout: Mack Grubbs Hyundai

Locations of the existing billboard and sign structure are highlighted below along with the proposed site for the new sign structure (10' - 20' east of the existing sign location).



SURROUNDING AREA

Northern Direction: Unincorporated Lamar County including low density residential and undeveloped forested areas.



Eastern Direction: Golden Eagle Self Storage and an Exxon gas station along with a mini-mart reside to the east of the site.



SURROUNDING AREA

Western Direction: To the west of the property is Windlass Drive and some small shopping centers. There are also residential homes and a church.



Southern Direction: To the south is Highway 98, an office building and a small shopping center. Unincorporated and incorporated respectively.





Total Height: 31'

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
February 5, 2014**

The Hattiesburg Planning Commission did meet in a regular session on December 4, 2013 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Richard Conville, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Dick Conville, Chariman
 Joseph White, Vice-Chairman
 Eric Martin
 Jessie Wilson
 Peggy Horton
 Don McClesky

Commissioners Absent: Linda McMurtrey
 Judy Corts
 Annie Pope
 John Blanks

Also Present: Donovan Scruggs, Planning Manager
 Ginger Maddox, Planner
 Michael Maret, Planner

Richard Conville, Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session at 1:05 P.M.

INVOCATION Eric Martin gave the invocation.

AGENDA REVIEW

There came the matter of the February Agenda. A request was made by Chairman Conville for a motion to Approve or Deny the revised February 2014 Agenda as amended. A motion was made by Commissioner Wilson to Approve the Agenda and Seconded by Commissioner White.

Commissioners voting aye: Dick Conville, Chairman
 Joseph White, Vice-Chairman
 Eric Martin

Jessie Wilson
Peggy Horton
Don McClesky

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the December 4, 2013 minutes. A motion was made by Commissioner McClesky and seconded by Commissioner Horton to approve the minutes as presented.

Commissioners voting aye: Dick Conville, Chairman
Joseph White, Vice-Chairman
Eric Martin
Jessie Wilson
Peggy Horton
Don McClesky

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

ENGINEERING REPORT

No Engineering report was submitted.

BUILDING INSPECTION REPORT

No Building report was submitted.

PLANNING REPORT

Planning Manager, Donovan Scruggs, informed the commissioners of the Broadway and West Pine Charrette that will be held on the 18th – 20th of February and provided them with a flyer and map of the study area. He also informed them that the Planning Commission

December approval recommendation had been approved by City Council.

CHAIRMAN REPORT

Chairman Conville appointed the chair members for a nominating committee for Planning Commission Officers as well as the chair for a committee for review of the revisions of the Land Development Code. Judy Corts will be chair of the Nominating Committee and Joe White will be Chair of the Land Development Code Review Committee. Chairman Conville will also serve in an ex officio role for both committees.

PUBLIC HEARING

Chairman Conville declared the Public Hearing open at 1:10 P.M. and explained the rules and procedures of the hearing.

There came the matter of Item A (Sign Variance) for Mack Grubbs Hyundai LLC. Donovan Scruggs presented the case and the reason for the request which included a sign variance to allow two (2) sign structures in the B-5 Regional Business District at 6507 Highway 98, Hattiesburg. He also explained that the nonconforming nature of the current signs on the site and that the need for a variance was due to annexation into the city after the site had been developed. Mack Grubbs then explained that the reason for a new sign was due to Hyundai's reimaging process and if he was unable to replace his existing sign he would simply keep it.

	Name	Address	City/State
<u>Presented by:</u>	Mack Grubbs	6507 Hwy 98	Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chairman Conville declared the Public Hearing closed and the Business Meeting open for a vote. Commissioner Wilson made a motion to approve Item A for a "sign variance" for two (2) on site free standing sign structures in the B-5 Regional Business District based on the special conditions and circumstances not resulting from the actions of the applicant. The motion was seconded by Commissioner Martin. The vote to approve the rezoning is detailed below:

Commissioners voting aye: Dick Conville, Chairman

Joseph White, Vice-Chairman
Eric Martin
Jessie Wilson
Peggy Horton
Don McClesky

Commissioners voting nay: None

Commissioners abstaining: None

There being no further business, the meeting was adjourned at 1:40 P.M.

Dick Conville, Chairman

Donovan Scruggs, Planning Manager



City of Hattiesburg, MS

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

Master

File Number: 2014-0907

File ID: 2014-0907

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 02/06/2014

Brief Title: Authorize advertisement for bids for Woodley Sidewalk Project.

Final Action: 02/18/2014

Minute Book Number: MB2014-50

Title:

Approve plans and specifications for the Safe Routes to School Woodley Elementary School Sidewalk Project (SRSP 0210-00(024) LPA 106139-401000) and authorize advertisement for bids for same.

Notes:

Sponsors:

Enactment Date:

Attachments: Woodley SRTS Final Contract Documents, Woodley SRTS Final Plans, AdvBid, executed AdvBid

Enactment Number:

Contact:

Meeting Date: 02/18/2014

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	02/18/2014	Approve and Authorize				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve plans and specifications for the Safe Routes to School Woodley Elementary School Sidewalk Project (SRSP 0210-00(024) LPA 106139-401000) and authorize advertisement for bids for same.							
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							
TEL-No Vote: 0							

Text of Legislative File 2014-0907

Title

Approve plans and specifications for the Safe Routes to School Woodley Elementary School Sidewalk Project (SRSP 0210-00(024) LPA 106139-401000) and authorize advertisement for bids for same.

Summary

Approve plans and specifications for the Safe Routes to School Woodley Elementary School Sidewalk Project (SRSP 0210-00(024) LPA 106139-401000) and authorize advertisement for bids for same.

Budget Information

072201.7225.02

100% MDOT Grant

Expenditure Type

MDOT Grant

Purchasing Item

Sealed Bid

Publication Information

Clarion Ledger and Hattiesburg American

2/21/14 & 2/28/14

*SPECIAL PROVISIONS, PROPOSAL AND CONTRACT DOCUMENTS
FOR
THE CONSTRUCTION OF SIDEWALK*

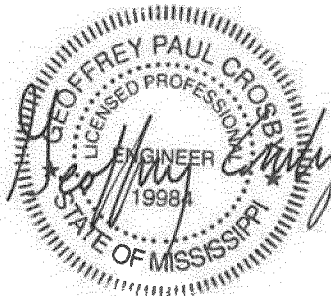
SRSP 0210-00(024) LPA/106139-401000

**WOODLEY SIDEWALK PROJECT
FOR THE
CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY**



2014

PREPARED BY



1/24/2014



NEEL-SCHAFER
Solutions you can build upon

**BIDDER CHECK LIST
(FOR INFORMATION ONLY)**

- _____ All unit prices and item totals have been entered in accordance with Subsection 102.06 of the Mississippi Standard Specifications for Road and Bridge Construction.
- _____ First sheet of SECTION 905--PROPOSAL has been completed.
- _____ Second sheet of SECTION 905--PROPOSAL has been completed and signed.
- _____ Addenda, if any, have been acknowledged. Second sheet of Section 905 listing the addendum number has been substituted for the original second sheet of Section 905. Substituted second sheet of Section 905 has been properly completed, signed, and added to the proposal.
- _____ DBE/WBE percentage, when required by contract, has been entered on last sheet of the bid sheets of SECTION 905 - PROPOSAL.
- _____ Form DBE-5, when required by contract, has been completed and signed.
- _____ The last sheet of the bid sheets of SECTION 905--PROPOSAL has been signed.
- _____ Combination Bid Proposal of SECTION 905--PROPOSAL has been completed for each project which is to be considered in combination (See Subsection 102.11).
- _____ Equal Opportunity Clause Certification, when included in contract, has been completed and signed.
- _____ The Certification regarding Non-Collusion, Debarment and Suspension, etc. has been executed in duplicate.
- _____ A certified check, cashier's check or bid bond payable to the Local Public Agent in the principal amount of 5% of the bid has been included with project number identified on same. Bid bond has been signed by the bidder and has also been signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent for the Surety with Power of Attorney attached.
- _____ The Notice To Bidders regarding DUNS Requirements has been completed and included in the contract documents.

Return the proposal and contract documents in its entirety in a sealed envelope. DO NOT remove any part of the contract documents; exception - an addendum requires substitution of second sheet of Section 905. A stripped proposal is considered as an irregular bid and will be rejected.

Failure to complete any or all of the applicable requirements will be cause for the proposal to be considered irregular.

CONTENTS

PROJECT: WOODLEY SIDEWALK PROJECT
PROJECT NO. SRSP-0210-00(024)LPA/106139-401000
CITY OF HATTIESBURG, MISSISSIPPI

Bidder's Checklist

Section 901 - Advertisement for Bids

Section 904 - Notice to Bidders

#1:	Governing Specifications
#2LPA:	Designating Owner and Engineer
#3:	Final Cleanup
#151:	Gopher Tortoises
#640:	Fiber Reinforced Concrete
#883:	Payroll Requirements
#1322:	Non-use of Precast Drainage Units
#1405:	Errata and Modifications to the 2004 Standard Specifications
#1546:	Advancement of Materials
#1902LPA:	Disadvantaged Business Enterprise Forms
#1928:	Federal Bridge Formula
#2168:	Fuel and Material Adjustments
#2382:	Status of Right of Way with Attachments
#2596:	DBE Forms, Participation and Payment with Supplement
#2818:	Non-Quality Control / Quality Assurance Concrete
#3414:	DUNS Requirement
#3655:	Type III Barricade Rails
#4103:	Disadvantage Business Enterprise with Supplement
#4214:	Safety Apparel
#9998:	Contract Time
#9999:	Cabinet Modifications

Section 906 - County Wage Rates

Supplement to Form FHWA-1273
Required Federal Contract Provision Form FHWA-1273
Executive Order 11246

Section 907 -	907-101-4:	Definitions
	907-102-4LPA:	Bidding Requirements and Conditions
	907-103-8:	Award and Execution of Contract
	907-104-4:	Disposal of Materials
	907-105-6:	Control of Work with Supplement
	907-107-9:	Legal Relations & Responsibility to Public with Supplement
	907-108-13LPA:	Liquidated Damages
	907-108-14:	Determination of Contract Time
	907-108-24:	Prosecution and Progress with Supplement

907-109-5:	Measurement and Payment with Supplement
907-110-2:	Wage Rates
907-213-2:	Agricultural Limestone
907-237-4:	Wattles
907-246-3:	Sandbags
907-601-1:	Structural Concrete
907-603-8:	Culverts and Storm Drains
907-626-25:	Thermoplastic Traffic Markings
907-639-4:	Traffic Signal Equipment Poles
907-642-2:	Solid State Actuated Controller
907-701-4:	Hydraulic Cement
907-708-5:	Non Metal Drainage Structures with Supplement
907-709-1:	Metal Pipe
907-711-4:	Synthetic Structural Fiber Reinforcement
907-713-2:	Admixtures for Concrete with Supplement
907-714-6:	Miscellaneous Materials with Supplement
907-715-3:	Roadside Development Materials with Supplement
907-720-1:	Pavement Marking Materials with Supplement
907-804-13:	Concrete Bridges and Structures with Supplement

Section 905 - Proposal

- Instructions to Bidders
- Bid Schedule
- Certification with regard to the Performance of Previous Contracts or Subcontracts
Subject to the Equal Opportunity Clause and the filing of Required Reports
- Certification Regarding Non-Collusion, Debarment and Suspension

Section 902 - Contract Form

Section 903 - Contract Bond Forms

Executive Compensation Certification

Guidance for Federal Spending Transparency

OCR-481-LPA – Disadvantaged Business Enterprise List

OCR-485-LPA – List of Firms Submitting Quotes

(Revisions to the Above Will Be Indicated on the Second Sheet of Section 905 as Addenda)

SECTION 901 - ADVERTISEMENT FOR BIDS

**CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI**

NOTICE TO CONTRACTORS

**SAFE ROUTES TO SCHOOL
WOODLEY SIDEWALK PROJECT – FEDERAL-AID PROJECT NO.
SRSP 0210-00(024) LPA/106139-401000**

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, located at 200 Forrest Street, Hattiesburg, Mississippi 39401, until 10:00 a.m. local time, on Thursday, _____, 2014 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. All bids so received will be publicly opened and read aloud.

Work consists of constructing a 5' wide concrete sidewalk along 21st Avenue from Hardy Street to Quinn Street, along O'Ferral Street from 23rd Avenue to 21st Avenue, along Pearl Street from 21st Avenue to 22nd Avenue, and along O'Ferral Street from Woodley Elementary School to Patton Avenue.

The contract time is 60 consecutive calendar days.

The above general outline of features of the work does not in any way limit the responsibility of the contractor to perform all work and furnish all plant, labor, equipment and materials required by the specifications and the drawings referred to therein.

Plans, contract documents and special provisions and proposal forms are on file for public inspection in the office of the City of Hattiesburg, City Clerk's Office located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and in the office of Neel-Schaffer, Inc., Post Office Box 1487, Hattiesburg, MS 39403-1487 (704 Hardy Street, Telephone No. 601-545-1565). One copy of the contract documents and special provisions together with the contract plans may be procured from Neel-Schaffer, Inc. upon payment of \$100.00, none of which is refundable.

The attention of bidders is directed to the Special Provisions governing selection and employment of labor.

Minimum wage rates for Federal-Aid projects have been predetermined by the Secretary of Labor and are subject to Public Law 87-581 Work Hours Act of 1962, as set forth in the Special Provisions. Minimum wage rates for all other projects have been predetermined and set forth in advertised specifications.

The City of Hattiesburg hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The award of this contract will be contingent upon the Contractor satisfying the DBE/WBE requirements.

The *2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction*, adopted by the Mississippi Department of Transportation, as referred to herein, may be purchased from the Mississippi Department of Transportation.

Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the total bid price, payable to the City of Hattiesburg as bid security. Bidders shall also submit a current financial statement, if requested by the City. The successful bidder will be required to furnish a performance and payment bond in the amount of 100 percent of the contract amount. Both bonds shall be signed or counter-signed by a Mississippi Resident Agent.

The proposal and contract documents in its entirety shall be submitted in a sealed envelope and deposited with the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi prior to the hour and date above designated.

The City of Hattiesburg reserves the right to reject any or all proposals, to waive technicalities or irregularities, or to advertise for new proposals, and the decision of the City of Hattiesburg to reject any bid or proposal shall not be cause for any liability or damages against the City of Hattiesburg, any officers or employees.

The bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 60 consecutive calendar days. The bidder must also agree to pay as liquidated damages the sum specified in the Standard Specifications per day for each calendar day after the 60 calendar days that work is not completed.

Work to be performed shall be in accordance with the "Mississippi State Highway Standard Specifications for Road and Bridge Construction, 2004", together with all amendments and/or special provisions and/or addenda to the standards duly approved and adopted, unless otherwise noted in these specifications.

The attention of Bidders is directed to the provisions of Subsection 102.07 pertaining to irregular proposals and rejection of bids.

City Clerk
City of Hattiesburg, Mississippi

Dates of Publication:

_____, 2014

_____, 2014

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1

CODE: (IS)

DATE: 05/03/2004

SUBJECT: Governing Specifications

The current (2004) Edition of the Standard Specifications for Road and Bridge Construction adopted by the Mississippi Transportation Commission is made a part hereof fully and completely as if it were attached hereto, except where superseded by special provisions, or amended by revisions of the Specifications contained herein. Copies of the specification book may be purchased from the MDOT Construction Division.

A reference in any contract document to controlling requirements in another portion of the contract documents shall be understood to apply equally to any revision or amendment thereof included in the contract.

In the event the plans or proposal contain references to the 1990 Edition of the Standard Specifications for Road and Bridge Construction, it is to be understood that such references shall mean the comparable provisions of the 2004 Edition of the Standard Specifications.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904- NOTICE TO BIDDERS NO. 2 LPA

CODE: (SP)

DATE: 07/09/2012

SUBJECT: Designating Owner and Engineer (Hattiesburg, Mississippi)

PROJECT: SRSP-0210-00(024) /106139-401000, Forrest County

Any reference in the Contract Documents to the State of Mississippi, Mississippi Department of Transportation, Mississippi Transportation Commission, or any official thereof shall be interpreted to mean the *City of Hattiesburg, Mississippi*, the "Owner".

Any reference in the Standard Specifications to the Project Engineer, District Engineer, Office Engineer, or Engineer shall be interpreted to mean the *Engineer for the City of Hattiesburg, Mississippi, Neel-Schaffer, Inc.*

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 3

CODE: (SP)

DATE: 05/03/2004

SUBJECT: Final Clean-Up

Immediately prior to final inspection for release of maintenance, the Contractor shall pick up, load, transport and properly dispose of all litter from the entire highway right-of-way that is within the termini of the project.

Litter shall include, but not be limited to, solid wastes such as glass, paper products, tires, wood products, metal, synthetic materials and other miscellaneous debris.

Litter removal is considered incidental to other items of work and will not be measured for separate payment.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 151

CODE: (IS)

DATE: 06/18/2004

SUBJECT: Gopher Tortoises

Bidders are hereby advised that the Contractor will be required to make special considerations regarding gopher tortoises on this project. In addition to the normal required documentation associated with borrow pits, the Contractor shall, for each site used to obtain or dispose of materials associated with this project, provide the Engineer with a letter from a qualified biologist certifying that the site was inspected prior to any clearing of vegetation or disposal of project materials and that the site is not inhabited by gopher tortoises, or appropriate avoidance measures have been installed. No individual lacking the proper State or Federal license shall touch or otherwise harass a gopher tortoise.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| **SECTION 904 - NOTICE TO BIDDERS NO. 640**

CODE: (IS)

| **DATE: 09/26/2005**

SUBJECT: Fiber Reinforced Concrete

| Bidders are hereby advised that synthetic structural fibers meeting the requirements of Subsection 907-711.04 may be used in lieu of wire mesh in some items of construction. Substitution of fibers for wire mesh will be allowed in the construction of paved ditches, paved flumes, paved inlet apron, driveways, guard rail anchors and pile encasements. Substitution in any other items of work must be approved by the State Construction Engineer prior to use.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 883

CODE: (IS)

DATE: 04/28/2006

SUBJECT: Payroll Requirements

Bidders are hereby advised that the Contractor and Subcontractor(s) are required to submit payroll information to the Project Engineers on a weekly basis.

On Federal-Aid Projects, CAD-880, CAD-881 and certified payroll submissions are required each week the Contractor or a Subcontractor performs work on the project. This is addressed in Section V, page 6 of Form FHWA-1273.

On State-Funded Projects, CAD-880 is required each week the Contractor or a Subcontractor performs work on the project.

When no work is performed on either Federal-Aid and State-Funded Projects, the Contractor should only submit CAD-880 showing no work activities.

The Contractor shall make all efforts necessary to submit this information to the Project Engineer in a timely manner. The Engineer will have the authority to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to submit the required information. Submission of forms and payrolls shall be current through the first full week of the month for the estimate period in order for the Project Engineer to process an estimate.

Bidders are advised to review the requirements regarding payroll submissions in Section 110 of the Standard Specifications.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1322

CODE: (SP)

DATE: 1/22/2007

SUBJECT: Non-Use of Precast Drainage Units

Bidders are hereby advised that the use of precast inlets and junction boxes will **NOT** be allowed on this project. Subsection 601.02.3 states that " the Contractor may request approval from the Engineer to furnish and install precast units in lieu of cast-in-place units". Should the Contractor make this request, the request will be denied.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1405

CODE: (IS)

DATE: 03/15/2007

SUBJECT: ERRATA AND MODIFICATIONS TO THE 2004 STANDARD SPECIFICATIONS

<u>Page</u>	<u>Subsection</u>	<u>Change</u>
101	201.01	In the second sentence of the first paragraph, change “salvable” to “salvageable”.
107	202.04	In the fourth sentence of the fourth paragraph, change “yard” to “feet”.
107	202.05	In the list of units measurements for 202-B, add “square foot”.
132	211.03.4	In the second sentence of the second paragraph, change “planted” to “plated”.
192	306.02.4	In the first line of the first paragraph, delete the word “be”.
200	307.03.7	In the fourth sentence of the second paragraph, change “lime-fly ash” to “treated”.
236	401.01	Change the header from “Section 403” to “Section 401”.
242	401.02.3.2	In the first sentence of the third full paragraph, add “1/8” in the blank before the inch mark.
250	401.02.6.3	In the second sentence of the first paragraph on page 250, change “rutting over ” ” to “rutting over 1/8” ”.
253	401.02.6.4.2	In the paragraph preceding the table, change “91.0” to “89.0”.
259	401.03.1.4	In the first paragraph, change “92.0 percent” to “the specified percentage (92.0 or 93.0)”.
269	403.03.2	In the table at the top of page 269, change the PI requirement from “ = ” to “ ≤ ”.

278	404.04	In the second sentence, change the subsection from "401.04" to "403.04".
283	409.02.2	Change "PG 64-22" to "PG 67-22".
294	413.02	In the first sentence of the second paragraph, change "707.02.1.3" to "Subsection 707.02.1.3".
340	511.04	In the second sentence of the second paragraph, change "412" to "512".
349	601.03.3	In the first sentence, change "804.03.2" to "804.03.5".
355	603.02	Change the subsection reference for Joint mortar from "707.03" to "714.11".
369	604.04	In the first sentence, change "601.04" to "Subsection 601.04".
427	619.04	Delete the second paragraph.
442	625.04	In the third paragraph, change "626.04" to "Subsection 626.04".
444	626.03.1.2	Delete the third sentence of the first paragraph.
464	631.02	Change the subsection reference for Water from "714.01.0" to "714.01.1".
570	682.03	Change the subsection number from "682-03" to "682.03".
575	683.10.4	Change the subsection number from "683.10.4" to "683.04".
575	683.10.5	Change the subsection number from "683.10.5" to "683.05".
596	701.02	In the table under the column titled "Cementations material required", change Class F, FA" to "Class F FA,".
603	702.11	In the first sentence, change "702.12" to "Subsection 702.12".
612	703.04.2	In the fifth paragraph, delete "Subsection 703.11 and".
616	703.07.2	In the Percentage By Weight Passing Square Mesh Sieves table, change the No. 10 requirement for Class 7 material from "30 - 10" to "30 - 100".

618	703.13.1	In the first sentence of the first paragraph, change "703.09" to "703.06".
618	703.13.2	In the first sentence, change "703.09" to "703.06".
671	712.06.2.2	In the first sentence, change "712.05.1" to "Subsection 712.05.1".
689	714.11.2	In the first sentence, change "412" to "512".
709	715.09.5	In the first sentence of the first paragraph, change "guage" to "gauge".
717	717.02.3.4	In the top line of the tension table, change "1 1/2" to "1 1/8" and change "1 1/8" to "1 1/2".
741	720.05.2.2	In the last sentence of this subsection, change "720.05.2.1" to "Subsection 720.05.2.1".
827	803.03.2.3.7.5.2	In the first sentence of the second paragraph, change "803.03.5.4" to "803.03.2.3.4".
833	803.03.2.6	In the first sentence, change "803.03.7" to "803.03.2.5".
854	804.02.11	In the last sentence of the first paragraph, change "automatically" to "automatic".
859	804.02.13.1.3	In the last sentence, change Subsection "804.02.12.1" to "804.02.12".
879	804.03.19.3.2	In the first sentence of the third paragraph, change "listed on of Approved" to "listed on the Approved".
879	804.03.19.3.2	In the last sentence of the last paragraph, change "804.03.19.3.1" to "Subsection 804.03.19.3.1".
962	814.02.3	In the first sentence, change "710.03" to "Subsection 710.03".
976	820.03.2.1	In the first sentence, change "803.02.6" to "803.03.1.7".
976	820.03.2.2	In the first sentence, change "803.03.9.6" to "803.03.1.9.2".
985	Index	Change the subsection reference for Petroleum Asphalt Cement from "702.5" to "702.05".

985	Index	Change the subsection reference for the Definition of Asphaltic Cement or Petroleum Asphalt from "700.2" to "700.02".
985	Index	Change the subsection reference for Automatic Batchers from "501.03.2.4" to "804.02.10.4".
986	Index	Delete "501.03.2" as a subsection reference for Batching Plant & Equipment.
988	Index	Change the subsection reference for the Central Mixed Concrete from "501.03.3.2" to "804.02.11".
988	Index	Change the subsection reference for the Concrete Batching Plant & Equipment from "501.03.2" to "804.02.11".
999	Index	Delete "501.03.3.3" as a subsection reference for Truck Mixers.
1001	Index	Change the subsection reference for Edge Drain Pipes from "605.3.5" to "605.03.5".
1002	Index	Change the subsection reference for Metal Posts from "713.05.2" to "712.05.2".
1007	Index	Change the subsection reference for Coarse Aggregate of Cement Concrete Table from "703.3" to "703.03".
1007	Index	Change the subsection reference for Composite Gradation for Mechanically Stabilized Courses Table from "703.8" to "703.08".
1009	Index	Delete "501.03.3.3" as a subsection reference for Truck Mixers and Truck Agitators.
1010	Index	Delete reference to "Working Day, Definition of".

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1546

CODE: (SP)

DATE: 05/23/2007

SUBJECT: Advancement of Materials

Bidders are advised that **NO ADVANCEMENT OF MATERIALS**, as addressed in Subsection 109.06.2 of the Standard Specifications, will be allowed on this project.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1902 LPA

CODE: (SP)

DATE: 02/26/2010

SUBJECT: Disadvantaged Business Enterprise (DBE) Forms

Anywhere in the plans, proposal and specifications where reference is made to Office of Civil Rights (OCR) Forms, it should be understood to mean Disadvantaged Business Enterprise (DBE) Forms.

The following are equivalent forms:

OCR-481	.....	OCR-481 LPA	.....	DBE-1
OCR-482	.....	OCR-482 LPA	.....	DBE-2
OCR-483	.....	OCR-483 LPA	.....	DBE-3
OCR-484	.....	OCR-484 LPA	.....	DBE-4
OCR-485	.....	OCR-485 LPA	.....	DBE-5
OCR-487	.....	OCR-487 LPA	.....	DBE-7

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| **SECTION 904 - NOTICE TO BIDDERS NO. 1928**

CODE: (IS)

| **DATE:** 04/14/2008

SUBJECT: Federal Bridge Formula

Bidders are hereby advised that Federal Highway Administration Publication No. FHWA-MC-94-007, **BRIDGE FORMULA WEIGHTS**, dated January 1994, is made a part of this contract when applicable.

Prior to the preconstruction conference, the Contractor shall advise the Engineer, in writing, what materials, if any, will be delivered to the jobsite via Interstate route(s).

Copies of the **BRIDGE FORMULA WEIGHTS** publication may be obtained by contacting:

Federal Highway Administration
400 7th Street, SW
Washington, DC 20590
(202) 366-2212

or

| http://ops.fhwa.dot.gov/freight/sw/brdgcalc/calc_page.htm

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2168

CODE: (SP)

DATE: 11/03/2008

SUBJECT: Fuel and Material Adjustments

Bidders are advised that **NO FUEL OR MATERIAL ADJUSTMENT**, as addressed in Subsection 109.07 of the Standard Specifications, will be allowed on this project.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2382

CODE: (IS)

DATE: 02/12/2009

SUBJECT: Status of Right-of-Way

Although it is desirable to have acquired all rights-of-way and completed all utility adjustments and work to be performed by others prior to receiving bids, sometimes it is not considered to be in the public interest to wait until each and every such clearance has been obtained. The bidder is hereby advised of possible unacquired rights-of-way, relocatees and utilities which have not been completed.

The status of right-of-way acquisition, utility adjustments, encroachments, potentially contaminated sites and asbestos containment are set forth in the following attachments.

In the event right of entry is not available to ALL parcels of right-of-way and/or all work that is to be accomplished by others on the date set forth in the contract for the Notice to Proceed is not complete, the Department will issue a restricted Notice to Proceed.

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Charles R. Carr
Director
Office of Intermodal Planning



Lisa M. Hancock
Deputy Executive Director/
Administration

Willie Huff
Director
Office of Enforcement

Melinda L. McGrath
Executive Director

P. O. Box 1850 / Jackson, Mississippi 39215-1850 / Telephone (601) 359-7001 / FAX (601) 359-7110 / www.GoMDOT.com

April 19, 2013

Mr. Andrew Hughes
Division Administrator
FHWA-Mississippi Division
100 West Capitol Street, Suite 1062
Jackson, MS 39269

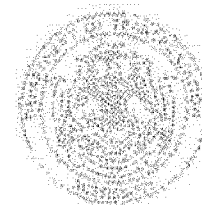
RE: SRSP-0210-00(024) LPA
106139-401000
Woodley Sidewalk Project
City of Hattiesburg
Forrest County

Dear Mr. Hughes:

RIGHT-OF-WAY CERTIFICATION

This project will be constructed on existing right of way or other real property previously acquired and owned by the above referenced city, county or agency. Since no additional acquisition of right of way or other real property interests are required, there are no relocatees, improvements or contaminated sites involved in this project.

Attached:
Status of Right of Way
Encroachment Status
Hazardous Waste Status
Asbestos Abatement Status
Utility Status



Mr. Andrew Hughes
April 19, 2013
Page 2

Very truly yours,

RIGHT OF WAY DIVISION

A handwritten signature in black ink, appearing to read "Daniel B. Smith". The signature is fluid and cursive, with the first name "Daniel" being the most prominent.

Daniel B. Smith
Division Administrator

DBS:ar

Pc: Chief Engineer (65-01)
LPA Division (77-01)
Construction Engineer (73-01)
District Six (26-01)
Project Engineer (26-01 PE)
Facility & Records Management (89-20)

**STATUS OF RIGHT-OF-WAY
SRSP-0210-00(024) LPA
106139-401000
Woodley Sidewalk Project
City of Hattiesburg
FORREST COUNTY
April 19, 2013**

All rights of way and legal rights of entry have been acquired **except:**

NONE.



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Dunard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Dave J. Ware, II

Council - Ward 5
Henry Naylor

RIGHT-OF-WAY ENCROACHMENT REPORT/CERTIFICATION

City of Hattiesburg - Forrest County, Mississippi
Project No. SRSP-0210-00(024) LPA/106139-401000
Woodley Sidewalk Project

April 8, 2013

This is to certify that a physical survey of the right-of-ways to be used in the construction of this project revealed that there is one encroachment on the subject project. The retaining wall located at Station 21+00 along 21st Avenue will be removed as part of the contract. Utility poles on the opposite side of the street of the proposed improvements will not conflict with construction.

Signed:

A handwritten signature in black ink, appearing to read "Brian Kuyrkendall".

Brian Kuyrkendall, P.E.
Engineering Director
City of Hattiesburg



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Dave J. Ware, II

Council - Ward 5
Henry Naylor

UTILITY REPORT/CERTIFICATION

City of Hattiesburg – Forrest County, Mississippi
Project No. SRSP-0210-00(024) LPA/106139-401000
Woodley Sidewalk Project

April 8, 2013

This is to certify that pre-construction utility adjustments required for the above reference project have all been adjusted, relocated, or removed.

There are no other known utilities in conflict with the proposed project.

Signed:

Bertran Kuyrkendall, P.E.
Engineering Director
City of Hattiesburg



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Khn Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Dave J. Ware, II

Council - Ward 5
Henry Naylor

UTILITY STATUS

City of Hattiesburg -- Forrest County, Mississippi
Project No. SRSP-0210-00(024) LPA/106139-401000
Woodley Sidewalk Project

April 8, 2013

Mississippi Power -- No adjustments anticipated.

AT & T -- No adjustments anticipated.

Willmut Gas -- No adjustments anticipated.

Comcast Cable -- No adjustments anticipated.

City of Hattiesburg Water and Sewer -- No adjustments anticipated.



Mayor

Johnny L. DuFree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Demard Delgado

Council - Ward 3
Carler Carroll

Council - Ward 4
Dave J. Ware, II

Council - Ward 5
Henry Naylor

ASBESTOS ABATEMENT REPORT/CERTIFICATION

City of Hattiesburg – Forrest County, Mississippi
Project No. SRSP-0210-00(024) LPA/106139-401000
Woodley Sidewalk Project

April 8, 2013

This is to certify that the project components do not contain any known asbestos containing materials.

Signed:

Bertran Kuyrkendall, P.E.
Engineering Director
City of Hattiesburg



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Dave J. Ware, II

Council - Ward 5
Henry Naylor

HAZARDOUS WASTE SITE REPORT/CERTIFICATION

City of Hattiesburg - Forrest County, Mississippi
Project No. SRSP-0210-00(024) LPA/106139-401000
Woodley Sidewalk Project

April 8, 2013

This is to certify that a physical survey of the right-of-ways to be used in the construction of this project revealed that there are no areas suspected of having any hazardous waste or underground storage tanks.

Signed

A handwritten signature in black ink, appearing to read "Bertran Kuyrkendall", is written over a horizontal line.

Bertran Kuyrkendall, P.E.
Engineering Director
City of Hattiesburg



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Danard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Dave J. Ware, II

Council - Ward 5
Henry Naylor

RIGHT-OF-WAY STATUS REPORT/CERTIFICATION

City of Hattiesburg – Forrest County, Mississippi
Project No. SRSP-0210-00(024) LPA/106139-401000
Woodley Sidewalk Project

April 8, 2013

There is no right-of-way required for this project. All work shall be completed within the limits of the existing right-of-way.

Signed:

A handwritten signature in dark ink, appearing to read "Bertran Kuyrkendall".

Bertran Kuyrkendall, P.E.
Engineering Director
City of Hattiesburg

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Inter-Departmental Memorandum

TO: Mr. David Seyfarth
District LPA Engineer (16-10)

DATE: April 8, 2013

FROM: Mr. Jared Brogan
Hattiesburg Project Office (16-13)

SUBJECT OR PROJECT NO: SRSP-0210-00(024) LPA/ 106139-401000
Woodley Sidewalk Project

INFORMATION COPY TO:

COUNTY: Forrest

Jeff Altman- State LPA Engineer (77-01)
Kelly Castleberry- District 6 Engineer (26-01)
Ronnie Shivers- Right of Way Officer (26-01)
Burt Kuyrkendall- City of Hattiesburg
Geoffery Crosby- Neel-Schaffer
Project File (16-13)

STATUS OF UTILITY RELOCATION WORK

A.T. & T- There are no known utility conflicts at this time.

City of Hattiesburg- There are no known utility conflicts at this time.

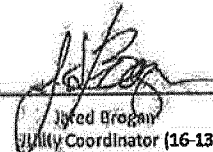
Comcast Cable- There are no known utility conflicts at this time.

Mississippi Power- There are no known utility conflicts at this time.

Willmut Gas- There are no known utility conflicts at this time.

This is to certify that adjustments to facilities owned by the above mentioned utility companies have been completed to the best of my knowledge and are acceptable, and in accordance with the terms of the agreement. Said adjustments are located within the limits of the above mentioned LPA project.

SEE DISCLAIMER


Jared Brogan
Utility Coordinator (16-13)

Disclaimer:

The utility facilities have been identified by representatives of the Local Public Agency (LPA), or their agents. Due to known differences between the permit practices of the LPA and the Mississippi Department of Transportation (MDOT), the locations of the facilities are assumed to be approximate. MDOT can only show approximate location and presence based upon investigation and discovery by the LPA and its agents; and consequently cannot certify the facilities location and presence. Therefore, in the event the utility facilities are discovered to be in conflict, damaged, or otherwise impact the proposed construction, the LPA shall bear all responsibility and/or claims associated with these facilities. Furthermore, the LPA shall indemnify and hold harmless the Mississippi Department of Transportation, the Mississippi Transportation Commission, and its representatives in the event that damages and/or claims should arise.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO NOTICE TO BIDDERS NO. 2596

DATE: 04/09/2013

Delete the fourth paragraph on page 1, and substitute the following.

Bidders are also advised that Form OCR-485 will be completed by **ALL BIDDERS** submitting a bid proposal and **must be signed and included in the bid proposal package**. If at least one copy of this form is not signed and included as part of bid proposal, your bid will be deemed irregular.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2596

CODE: (IS)

DATE: 05/13/2009

SUBJECT: DBE Forms, Participation and Payment

Bidders are hereby advised that the participation of a DBE Firm can not be counted towards the Prime Contractor's DBE goal until the amount being counted towards the goal has been paid to the DBE.

Form OCR-482 has been developed to comply with this requirement. Bidders are hereby advised that at the end of the job, the Prime Contractor will submit this form to the Project Engineer before the final estimate is paid and the project is closed out. This form certifies payments to all DBE Subcontractors over the life of the contract.

Form OCR-484 has also been developed to comply with this requirement. Bidders are hereby advised that each month, the Prime Contractors will submit this form to the Project Engineer no later than the last day of each month. This form certifies payments to all Subcontractors and shows all firms even if the Prime Contractor has paid no monies to the firm during that estimate period (negative report). The Project Engineer will attach this form to the monthly estimate before forwarding the estimate to the Contract Administration Division for processing.

Bidders are also advised that Form OCR-485 will be completed by ALL BIDDERS submitting a bid proposal and must be signed and included in the bid proposal package. Failure to include Form OCR-485 in the bid proposal package will cause the Contractor's bid to be considered irregular.

DBE Forms, including Forms OCR-482, OCR-484 and OCR-485, can be obtained from the Office of Civil Rights Division, MDOT Administration Building, 401 North West Street, Jackson, MS, or at www.gomdot.com under *Business, Disadvantaged Enterprise, Applications and Forms for the DBE Program, MDOT Forms*.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 2818

CODE: (SP)

| DATE: 10/01/2009

SUBJECT: Non-Quality Control / Quality Assurance Concrete

Bidders are advised that the following pay items will not be accepted based on the Quality Control / Quality Assurance (QC/QA) requirements of Section 804 of the specifications. The acceptance of these pay items will be based on sampling and testing at the project site by MDOT forces. The Contractor is required to submit mix designs to accomplish this work in accordance with Section 804 and perform normal Quality Control functions at the concrete plant. Acceptance will be in accordance with the requirements of 907-601, Structural Concrete, and TMD-20-04-00-000. At the discretion of the Engineer, the Contractor may request that the concrete be accepted based on QC/QA requirements.

<u>Pay Item</u>	<u>Description</u>
221	Paved Ditches
| 601	Minor Structures - manholes, inlets, catch basins, junction boxes, pipe headwalls, and pipe collars.
606	Guardrail Anchors
607	Fence Post Footings
608	Sidewalks
609	Curb and Gutter
614	Driveways
616	Median and Island Pavement
630	Sign Footings, except Overhead Sign Supports

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 3414

CODE: (SP)

DATE: 02/16/2011

SUBJECT: DUNS Requirement for Federal Funded Projects

Bidders are advised that the Prime Contractor must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during this project. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

Bidders are also advised that the following information needs to be completed and included in the bid documents:

DUNS: _____

Company Name: _____

Company e-mail address: _____

By: _____

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 3655

CODE: (SP)

DATE: 10/04/2011

SUBJECT: Type III Barricade Rails

Bidders are advised that the use of 2-inch nominal thickness timber for rails on Type III barricades has not been approved by NCHRP as a crashworthy device. Therefore, the use of 2-inch nominal thickness timbers will not be allowed for rails on Type III Barricades. Timber rails for Type III Barricades shall be as follows.

- For barricades up to four feet (4') wide, the maximum thickness of timber rails shall be one inch (1") and the material shall be pine timber or 3/4-inch ACX plywood.
- For barricades more than four feet (4') wide, timber rails shall be constructed of 3/4-inch ACX plywood.

A list of crashworthy Type III Barricades can be found at the below FHWA website.

http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/wzd/

SUPPLEMENT TO NOTICE TO BIDDERS NO. 4103 LPA

DATE: 10/09/2012

The goal is 5% percent for the Disadvantaged Business Enterprise. The low bidder is required to submit Form OCR-481-LPA for all DBEs

Form OCR-481-LPA is available online at the link in the LPA Project Development Manual at <http://www.gomdot.com/Projects/Local Public Agencies/PDM Manual/PDM Links/form 6.B>.

All DBE-1s must be submitted according to the instructions at the bottom of the form.

The section entitled "Pre-Bid Meeting" as referred to in Notice to Bidders 4103 does not apply to LPA projects.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4103

CODE: (IS)

DATE: 9/12/2012

SUBJECT: DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID
HIGHWAY CONSTRUCTION

This contract is subject to the "Moving Ahead for Progress in the 21st Century Act (MAP-21)" and applicable requirements of "Part 26, Title 49, Code of Federal Regulations". Portions of the Act are set forth in this Notice as applicable to compliance by the Contractor and all of the Act, and the MDOT DBE Program, is incorporated by reference herein.

The Department has developed a Disadvantaged Business Enterprise Program that is applicable to this contract and is made a part thereof by reference.

Copies of the program may be obtained from:

Office of Civil Rights
Mississippi Department of Transportation
P. O. Box 1850
Jackson, Mississippi 39215-1850

POLICY

It is the policy of the Mississippi Department of Transportation to provide a level playing field, to foster equal opportunity in all federally assisted contracts, to improve the flexibility of the DBE Program, to reduce the burdens on small businesses, and to achieve that amount of participation that would be obtained in a non-discriminatory market place. In doing so, it is the policy of MDOT that there will be no discrimination in the award and performance of federally assisted contracts on the basis of race, color, sex, age, religion, national origin, or any handicap.

ASSURANCES THAT CONTRACTORS MUST TAKE

MDOT will require that each contract which MDOT signs with a sub-recipient or a Contractor, and each subcontract the Prime Contractor signs with a Subcontractor, includes the following assurances:

"The Contractor, subrecipient or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federally assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MDOT deems appropriate."

DEFINITIONS

For purposes of this provision the following definitions will apply:

"Disadvantaged Business" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individual(s) or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individual(s); and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individual(s) who own it. It is important to note that the business owners themselves must control the operations of the business. Absentee ownership or title ownership by an individual who does not take an active role in controlling the business is not consistent with eligibility as a DBE under CFR 49 Part 26.71.

CONTRACTOR'S OBLIGATION

The Contractor and all Subcontractors shall take all necessary and reasonable steps to ensure that DBE firms can compete for and participate in the performance of a portion of the work in this contract and shall not discriminate on the basis of race, color, national origin, religion or sex. Failure on the part of the Contractor to carry out the DBE requirements of this contract constitutes a breach of contract and after proper notification the Department may terminate the contract or take other appropriate action as determined by the Department.

When a contract requires a zero percent (0%) DBE goal, the Contractor still has the responsibility to take all necessary and reasonable steps to ensure that DBE firms can compete for and participate in the performance of the work in the contract. In this case, all work performed by a certified DBE firm is considered to be a "race neutral" measure and the Department will receive DBE credit towards the overall State goals when the DBE firm is paid for their work. If the Prime Contractor is a certified DBE firm, the Department can receive DBE credit only for the work performed by the Prime Contractor's work force or any work subcontracted to another DBE firm. Work performance by a non-DBE Subcontractor is not eligible for DBE credit.

CONTRACT GOAL

The goal for participation by DBEs is established for this contract in the attached Supplement. The Contractor shall exercise all necessary and reasonable steps to ensure that participation is equal to or exceeds the contract goal.

The percentage of the contract that is proposed for DBEs shall be so stated on the last bid sheet of the proposal.

The apparent lowest responsive bidder shall submit to the Office of Civil Rights Form OCR-481, signed by the Prime Contractor and the DBE Subcontractors, no later than the 10th day after opening of the bids.

Form OCR-481 is available on the MDOT website at GoMDOT.com, then Divisions, Civil Rights, Forms, DBE, MDOT Projects, or by calling 601-359-7466.

FORMS ARE AVAILABLE FROM THE OFFICE OF CIVIL RIGHTS

The OCR-481 Form must contain the following information:

The name and address of each certified DBE Contractor / Supplier;

The Reference Number, percent of work and the dollar amount of each item. If a portion of an item is subcontracted, a breakdown of that item including quantities and unit price must be attached, detailing what part of the item the DBE firm is to perform and who will perform the remainder of the item.

If the DBE Commitment shown on the last bid sheet of the proposal, does not equal or exceed the contract goal, the bidder must submit, with the proposal, information to satisfy the Department that adequate good faith efforts have been made to meet the contract goal.

Failure of the lowest bidder to furnish acceptable proof of good faith efforts, submitted with the bid proposal, shall be just cause for rejection of the proposal. Award may then be made to the next lowest responsive bidder or the work may be readvertised.

The following factors are illustrative of matters the Department will consider in judging whether or not the bidder has made adequate good faith effort to satisfy the contract goal.

- (1) Whether the bidder attended the pre-bid meeting that was scheduled by the Department to inform DBEs of subcontracting opportunities;
- (2) Whether the bidder advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
- (3) Whether the bidder provided written notice to a reasonable number of specific DBEs that their interest in the contract is being solicited;
- (4) Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested;
- (5) Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goal;
- (6) Whether the bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;
- (7) Whether the bidder negotiated in good faith with interested DBEs and did not reject them as unqualified without sound reasons based on a thorough investigation of their capabilities; and

- (8) Whether the bidder made efforts to assist interested DBEs in obtaining any required bonding or insurance.
- (9) Whether the bidder has written notification to certified DBE Contractors soliciting subcontracting for items of work in the contract.
- (10) Whether the bidder has a statement of why an agreement was not reached.

The bidder's execution of the signature portion of the proposal shall constitute execution of the following assurance:

The bidder hereby gives assurance pursuant to the applicable requirements of "Moving Ahead for Progress in the 21st Century Act (MAP-21)" and applicable requirements of "Part 26, Title 49, Code of Federal Regulations" that the bidder has made a good faith effort to meet the contract goal for DBE participation for which this proposal is submitted.

DIRECTORY

A list of "Certified DBE Contractors" which have been certified as such by the Mississippi Department of Transportation and other Unified Certification Partners (UPC) can be found on the Mississippi Department of Transportation website at www.gomdot.com. The DBE firm must be certified at the time the project is let and approved by MDOT to count towards meeting the DBE goal.

REPLACEMENT

If a DBE Subcontractor cannot perform satisfactorily, and this causes the OCR-481 commitment to fall below the contract goal, the Contractor shall take all necessary reasonable steps to replace the DBE with another certified DBE Subcontractor or submit information to satisfy the Mississippi Department of Transportation that adequate good faith efforts have been made to replace the DBE. The replacement DBE must be a DBE who was on the Department's list of "Certified DBE Contractors" when the job was let, and who is still active. All DBE replacements must be approved by the Department.

Under no circumstances shall the Prime or any Subcontractor perform the DBE's work (as shown on the OCR-481) without prior written approval from the Department. See "Sanctions" at the end of this document for penalties for performing DBE's work.

When a Contractor proposes to substitute/replace/terminate a DBE that was originally named on the OCR-481, the Contractor must obtain a release, in writing, from the named DBE explaining why the DBE Subcontractor cannot perform the work. A copy of the original DBE's release must be attached to the Contractor's written request to substitute/replace/terminate along with appropriate Subcontract Forms for the substitute/replacement/terminated Subcontractor, all of which must be submitted to the DBE Coordinator and approved, in advance, by MDOT.

GOOD FAITH EFFORTS

To demonstrate good faith efforts to replace any DBE that is unable to perform successfully, the Contractor must document steps taken to subcontract with another certified DBE Contractor. Such documentation shall include no less than the following:

- (1) Proof of written notification to certified DBE Contractors by certified mail that their interest is solicited in subcontracting the work defaulted by the previous DBE or in subcontracting other items of work in the contract.
- (2) If the Prime Contractor is a certified DBE firm, only the value of the work actually performed by the DBE Prime can be counted towards the project goal, along with any work subcontracted to a certified DBE firm.
- (3) If the Contractor is not a DBE, the work subcontracted to a certified DBE Contractor will be counted toward the goal.
- (4) The Contractor may count toward the goal a portion of the total dollar value of a contract with a joint venture eligible under the standards of this provision equal to the percentage of the DBE partner in the joint venture.
- (5) Expenditures to DBEs that perform a commercially useful function may be counted toward the goal. A business is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work and carries out its responsibilities by actually performing, managing, and supervising the work involved.
- (6) The Contractor may count 100% of the expenditures for materials and supplies obtained from certified DBE suppliers and manufacturers that produce goods from raw materials or substantially alters them for resale provided the suppliers and manufacturers assume the actual and contractual responsibility for the provision of the materials and supplies. The Contractor may count sixty percent (60%) of the expenditures to suppliers that are not manufacturers, provided the supplier performs a commercially useful function in the supply process. Within 30 days after receipt of the materials, the Contractor shall furnish to the DBE Coordinator invoices from the certified supplier to verify the DBE goal.
- (7) Any work that a certified DBE firm subcontracts or sub-subcontracts to a non-DBE firm will not count towards the DBE goal.
- (8) Only the dollars actually paid to the DBE firm may be counted towards the DBE goal.

Failure of the Contractor to demonstrate good faith efforts to replace a DBE Subcontractor that cannot perform as intended with another DBE Subcontractor, when required, shall be a breach of contract and may be just cause to be disqualified from further bidding for a period of up to 12 months after notification by certified mail.

PRE-BID MEETING

A pre-bid meeting will be held in Amphitheater 1 & 2 of the Hilton Jackson located at I-55 and County Line Road, Jackson, Mississippi at 2:00 P.M. on the day preceding the date of the bid opening.

This meeting is to inform DBE firms of subcontracting and material supply opportunities. Attendance at this meeting is considered of prime importance in demonstrating good faith effort to meet the contract goal.

PARTICIPATION / DBE CREDIT

Participation shall be counted toward meeting the goal in this contract as follows:

- (1) If the Prime Contractor is a certified DBE firm, only the value of the work actually performed by the DBE Prime can be counted towards the project goal, along with any work subcontracted to a certified DBE firm.
- (2) If the Contractor is not a DBE, the work subcontracted to a certified DBE Contractor will be counted toward the goal.
- (3) The Contractor may count toward the goal a portion of the total dollar value of a contract with a joint venture eligible under the standards of this provision equal to the percentage of the DBE partner in the joint venture.
- (4) Expenditures to DBEs that perform a commercially useful function may be counted toward the goal. A business is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work and carries out its responsibilities by actually performing, managing, and supervising the work involved.
- (5) The Contractor may count 100% of the expenditures for materials and supplies obtained from certified DBE suppliers and manufacturers that produce goods from raw materials or substantially alters them for resale provided the suppliers and manufacturers assume the actual and contractual responsibility for the provision of the materials and supplies. The Contractor may count sixty percent (60%) of the expenditures to suppliers that are not manufacturers, provided the supplier performs a commercially useful function in the supply process. Within 30 days after receipt of the materials, the Contractor shall furnish to the DBE Coordinator invoices from the certified supplier to verify the DBE goal.
- (6) Any work that a certified DBE firm subcontracts or sub-subcontracts to a non-DBE firm will not count towards the DBE goal.
- (7) Only the dollars actually paid to the DBE firm may be counted towards the DBE goal.

AWARD

Award of this contract to the low bidder will be contingent upon the following conditions:

- (1) Concurrence from Federal Highway Administration, when applicable.
- (2) Bidder must submit to the Office of Civil Rights for approval, Form OCR-481 (DBE Commitment) no later than the 10th day after opening of the bids, or submit information with the bid proposal to satisfy the Department and that adequate good faith efforts have been made to meet the contract goal. For answers to questions regarding Form OCR-481, contact the MDOT Office of Civil Rights at (601) 359-7466.
- (3) Bidder must submit a list of all firms that submitted quotes for material supplies or items to be subcontracted. This information must be submitted on form OCR-485 in the back of the contract proposal. Form OCR-485 must be signed and submitted with the bid proposal.

Prior to the start of any work, the bidder must notify the Project Engineer, in writing, of the name of the designated "DBE Liaison Officer" for this project. This notification must be posted on the bulletin board at the project site.

DEFAULT

The contract goal established by MDOT in this proposal must be met to fulfill the terms of the contract. The Contractor may list DBE Subcontractors and items that exceed MDOT's contract goal, but should unforeseen problems arise that would prevent a DBE from completing its total commitment percentage, the Contractor will meet the terms of the contract as long as it meets or exceeds MDOT's Contract Goal. For additional information, refer to "Replacement" section of this Notice.

DBE REPORTS

- (1) OCR-481: Refer to "CONTRACT GOAL" section of this Notice to Bidders for information regarding this form.
- (2) OCR-482: At the conclusion of the project the Contractor will submit to the Project Engineer for verification of quantities and further handling Form OCR-482 whereby the Contractor certifies to the amounts of payments made to each Contractor / Supplier. The Project Engineer shall submit the completed Form OCR-482 to the DBE Coordinator (Office of Civil Rights). Final acceptance of the project is dependent upon Contract Administration Division's receipt of completed Form OCR-482 which they will receive from the Office of Civil Rights.
- (3) OCR-483: The Project Engineer/Inspector will complete Form OCR-483, the Commercially Useful Function (CUF) Performance Report, in accordance with MDOT S.O.P. No. OCR-03-09-01-483. Evaluations reported on this form are used to determine whether or not the DBE firm is performing a CUF. The Prime Contractor should take corrective action when the report contains any negative evaluations. DBE credit may be

disallowed and/or other sanctions imposed if it is determined the DBE firm is not performing a CUF. This form should also be completed and returned to the DBE Coordinator (Office of Civil Rights).

- (4) OCR-484: Each month, the Contractor will submit to the Project Engineer OCR-484 certifying payments to all Subcontractors.
- (5) OCR-485: The bidder must submit **with the bid proposal** a list of all firms that submitted quotes for material supplies or items to be subcontracted.
- (6) OCR-487: Only used by Prime Contractors that are certified DBE firms. This form is used in determining the exact percentage of DBE credit for the specified project. It should be returned to MDOT with the OCR-481 form, or can also be returned with the Permission to Subcontract Forms (CAD-720 or CAD-725).

SANCTIONS

The Department has the option to enforce any of the following penalties for failure of the Prime Contractor to fulfill the DBE goal as stated on the OCR-481 form or any violations of the DBE program guidelines:

- (1) Disallow credit towards the DBE goal
- (2) Withhold progress estimate payments
- (3) Deduct from the final estimate an amount equal to the unmet portion of the DBE goal
- (4) Recover an amount equal to the unmet contract goal
- (5) Debar the Contractor involved from bidding on Mississippi Department of Transportation projects.
- (6) Deduct from the Contractor's final estimate all or any combination of the following.

Offense	Percentage of the monetary amount disallowed from (1) above	Lump Sum
# 1	10%	\$ 5,000 or both
# 2	20%	\$ 10,000 or both
# 3	40%	\$ 20,000 & debarment

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4214

CODE: (IS)

DATE: 11/29/2012

SUBJECT: Safety Apparel

Bidders are advised that the Code of Federal Regulations CFR 23 Part 634 final rule was adopted November 24, 2006 with an effective date of November 24, 2008. This rule requires that "All workers within the right-of-way of a Federal-Aid Highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel". High-visibility safety apparel is defined in the CFR as "personnel protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled American National Standard for High-Visibility Safety Apparel and Headwear". All workers on Mississippi State Highway right-of-way shall comply with this Federal Regulation. Workers are defined by the CFR as "people on foot whose duties place them within the right-of way of a Federal-Aid Highway, such as highway construction and maintenance forces, survey crews, utility crews, responders to incidents within the highway right-of-way, and law enforcement personnel when directing traffic, investigating crashes, and handling lane closures, obstructed roadways, and disasters within the right-of-way of a Federal-Aid Highway".

More information regarding high visibility safety apparel can be found at the following sites.

<http://www.gpo.gov/fdsys/pkg/CFR-2008-title23-vol1/pdf/CFR-2008-title23-vol1-sec634-1.pdf>

<http://ops.fhwa.dot.gov/wz/resources/policy.htm#hv>

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 9998

CODE: (SP)

DATE: 1/28/2013

SUBJECT: Contract Time

PROJECT: SRSP 0210-00(024)LPA/106139-401000

The calendar date for completion of work to be performed by the Contractor for this project shall be a Specified Completion Date (SCD) calculated using the below formula, or any extension thereto as provided in Subsection 108.06. The effective date of the Notice to Proceed / Beginning of Contract Time shall be 21 calendar days after the execution of the contract, or 60 calendar days after execution of the contract for projects that require a Contractor's Erosion Control Plan.

The "Number of Calendar Days" to complete the work will be 60 calendar days.

The Specified Completion Date for this project will be calculated by adding the above number of calendar days to the date of the Notice to Proceed / Beginning of Contract Time.

SCD = "Number of Calendar Days" to complete the work + "Notice to Proceed / Beginning of Contract Time" date

A progress schedule, as referenced to in Subsection 108.03, should be reviewed by the Project Engineer and submitted to MDOT LPA Coordinator for concurrence.

A Preconstruction Conference as required by Section 108.03.2 should be scheduled prior to the Notice to Proceed / Beginning of Contract Time.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 9999

CODE: (SP)

DATE: 06/06/2013

SUBJECT: Cabinet Modifications

PROJECT: SRSP 0210-00(024)LPA/106139-401000

Bidders are hereby advised that the following additional requirements for Cabinet Modifications shall be required on this project and shall be included in the price bid for Pay Item Number 907-642-B001.

Cabinet Modifications: All work done under this NTB as cabinet modifications will include but not be limited to work, installation, equipment and cabling necessary in the existing traffic signal cabinets identified and as stated in this NTB to add, modify, connect and integrate the equipment as specified. Cabinet modifications shall be made at the following locations as indicated:

Installation and Configuration:

Traffic Signal Controller Cabinet Modifications required to add Pedestrian Phases, Pushbuttons, and Signal Heads:

EXISTING TRAFFIC SIGNAL CABINET (Hardy Street @ 21st Avenue) (WKG. NO. PLN-2):

The contractor shall modify cabinet to install and connect pedestrian equipment into the traffic signal cabinet as shown on the plans. Cabinet modifications shall include all labor, equipment and materials necessary to provide integration of the pedestrian facilities. Cabinet modifications shall also include all the work necessary to configure the controller, surge and power systems, and all work, incidental equipment and cables necessary to integrate all devices.

Any additional items required to install and implement the operation of pedestrian facilities at this intersection shall be considered incidental and shall be included in the cost under Pay Item Number 907-642-B001.

General Decision Number: MS140169 01/03/2014 MS169

Superseded General Decision Number: MS20130169

State: Mississippi

Construction Type: Highway

County: Forrest County in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	01/03/2014

* ELEC0903-003 06/01/2013

	Rates	Fringes
ELECTRICIAN.....	\$ 23.80	7.37

SUMS2008-130 09/04/2008		

	Rates	Fringes
CARPENTER.....	\$ 13.00	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 11.54	1.63
LABORER: Common or General.....	\$ 8.34	0.00
LABORER: Pipelayer.....	\$ 10.17	0.00
OPERATOR: Backhoe.....	\$ 12.57	0.00
OPERATOR: Broom/Sweeper.....	\$ 8.00	0.00
OPERATOR: Bulldozer.....	\$ 11.63	0.00
OPERATOR: Grader/Blade.....	\$ 11.10	0.00
OPERATOR: Mechanic.....	\$ 13.00	0.00
OPERATOR: Piledriver.....	\$ 12.50	1.23
OPERATOR: Roller.....	\$ 9.31	0.00
OPERATOR: Scraper.....	\$ 10.00	0.00
TRUCK DRIVER.....	\$ 10.34	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 union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the

wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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

SUPPLEMENT TO FORM FHWA-1273 LPA

DATE: 10/19/2012

SUBJECT: Final Certificate and Contract Provisions for Subcontracts

All subcontracts shall be in writing and contain all pertinent provisions and requirements of the prime contract.

Each "Request for Permission to Subcontract" (Form RPS-1) shall include a copy of subcontract for review by the Mississippi Department of Transportation. The federal contract provisions may be omitted from the subcontract copy submitted for review provided the Contractor certifies that the provisions will be physically incorporated into the agreement furnished to the Subcontractor.

In lieu of submitting a copy of the subcontract for review, the Contractor may certify that the subcontract agreement is in writing and that it contains all the requirements and pertinent provisions of the prime contract.

Each Subcontractor will be required to provide a copy of the subcontract agreement for contract compliance reviews, along with physical evidence (copy of FHWA-1273) that requirements and pertinent provisions have been provided for review and adherence.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

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 regulations issued 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 equivalents 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 such laborers or mechanics, subject to the provisions

of paragraph 1.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 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 paragraph 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 be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, 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 determination; 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, DC 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.

(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 Wage and Hour Administrator for determination. The Wage and Hour 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, 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.

2. Withholding

The contracting agency 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 Davis-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 the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, 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.

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 correct 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 section 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 is financially responsible, and 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 cost 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.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(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 provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or 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 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 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, 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 FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed 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, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, 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 Office of Apprenticeship Training, Employer and Labor Services 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 at 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 Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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 (programs of the USDOL).

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 and Training Administration.

The ratio of trainees 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. Trainees 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 trainee 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.

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.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 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 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. 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.

9. 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.

10. 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.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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 in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

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

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions 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.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

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 goal for female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work, is 6.9%.

Until further notice	Goals for minority participation for each trade (percent)
SHSA Cities:	
Pascagoula - Moss Point -----	16.9
Biloxi - Gulfport -----	19.2
Jackson -----	30.3
SMSA Counties:	
Desoto -----	32.3
Hancock, Harrison, Stone-----	19.2
Hinds, Rankin -----	30.3
Jackson -----	16.9
Non-SMSA Counties:	
George, Greene-----	26.4
Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Clay, Coahoma, Grenada, Itawamba, Lafayette, Lee, Leflore, Marshall, Monroe, Montgomery, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Washington, Webster, Yalobusha -----	26.5
Attala, Choctaw, Claiborne, Clarke, Copiah, Covington, Franklin, Holmes, Humphreys, Issaquena, Jasper, Jefferson, Jefferson Davis, Jones Kemper, Lauderdale, Lawrence, Leake, Lincoln, Lowndes, Madison, Neshoba, Newton, Noxubee, Oktibbeha, Scott, Sharkey, Simpson, Smith, Warren, Wayne, Winston, Yazoo-----	32.0
Forrest, Lamar, Marion, Pearl River, Perry, Pike, Walthall-----	27.7
Adams, Amite, Wilkinson -----	30.4

These 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 of 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 nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 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 60-4.3(a), and its efforts to meet the goals. 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 60-4.2(d). Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs 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, employer identification number of the subcontractor, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is to the county and city (if any), stated in the advertisement.

5. The notification required in Paragraph 3 shall be addressed to the following:

Contract Compliance Officer
Mississippi Department of Transportation
P.O. Box 1850
Jackson, Mississippi 39215-1850

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-101-4

CODE: (IS)

DATE: 11/05/2008

SUBJECT: Definitions

Section 101, Definitions and Terms, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-101.02--Definitions. Replace the following definitions in Subsection 101.02 on pages 3 through 13.

Contract - The written agreement between the Mississippi Transportation Commission and the Contractor setting forth the obligations of the parties thereunder, including but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment.

The contract includes the invitation for bids, proposal, contract form and contract bonds, specifications, supplemental specifications, interim specifications, general and detailed plans, special provisions, notices to bidders, notice to proceed, and also any agreements that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.

Contract Bonds - The approved form of security(ies), executed by the Contractor and the Contractor's Surety(ies), guaranteeing complete execution of the contract and all supplemental agreements pertaining thereto and the payment of all legal debts pertaining to the construction of the project. This term includes Performance and Payment Bonds.

Surety - A corporate body, qualified under the laws of Mississippi, which is bound with and for the successful bidder by "contract bonds" to guarantee acceptable performance of the contract and payment of all legal taxes and debts pertaining to the construction of the project, including payment of State Sales Tax as prescribed by law, and any overpayment made to the Contractor.

Add the following to the list of definitions in Subsection 101.02 on pages 3 through 13.

Performance Bond - The approved form of security, executed by the Contractor and issued by the Contractor's Surety(ies), guaranteeing satisfactory completion of the contract and all supplemental agreements pertaining thereto.

Payment Bond - The approved form of security, executed by the Contractor and issued by the Contractor's Surety(ies), guaranteeing the payment of all legal debts pertaining to the construction of the project including, but not limited to, the labor and materials of subcontractors and suppliers to the prime contractor.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-102-4 LPA

CODE: (SP)

DATE: 01/13/2010

SUBJECT: Bidding Requirements and Conditions

907-102.06--Preparation of Proposal. Delete the fifth, sixth, seventh, eighth, and ninth paragraphs of Subsection 102.06 on page 18.

907-102.08--Proposal Guaranty. Delete the two paragraphs in Subsection 102.08 on page 20 and substitute the following:

No proposal will be considered unless accompanied by certified check, cashier's check or bid bond, made payable to the State of Mississippi, in an amount of not less than five percent (5%) of the total amount of the proposal offered. The guaranty shall be evidence of good faith that, if awarded the contract, the bidder will execute the contract and give performance and payment contract bond(s) as stipulated in Subsection 907-103.05.1, 907-103.05.2, and as required by law.

If a bid bond is offered as guaranty, the bond must be on a form approved by the Executive Director, made by a Surety acceptable to the Executive Director and signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent and the Bidder. Such bid bond shall also conform to the requirements and conditions stipulated in Subsection 907-103.05.2 as applicable.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-103-8

CODE: (SP)

| DATE: 12/15/2009

SUBJECT: Award and Execution of Contract

Section 103, Award and Execution of Contract, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-103.04--Return of Proposal Guaranty. Delete the second paragraph of Subsection 103.04 on page 23 and substitute the following:

Certified checks or cashier's checks submitted as proposal guaranties, except those of the two lowest bidders, will be returned within 10 days of contract award. The retained proposal guaranty of the unsuccessful of the two lowest bidders will be returned within ten days following the execution of a contract with the successful low bidder. The retained proposal guaranty of the successful bidder will be returned after satisfactory performance and payment bonds have been furnished and the contract has been executed.

In the event all bids are rejected by the Commission, certified checks or cashier's checks submitted as proposal guaranty by all bidders will be returned within 10 days of rejection.

Delete Subsection 103.05 on page 23 and substitute the following:

907-103.05--Contract Bonds.

907-103.05.1--Requirement of Contract Bonds. Prior to the execution of the contract, the successful bidder shall execute and deliver to the Executive Director a performance and payment bond(s), in a sum equal to the full amount of the contract as a guaranty for complete and full performance of the contract and the protection of the claimants and the Department for materials and equipment and full payment of wages in accordance with Section 65-1-85 Miss. Code Ann. (1972 as amended). In the event of award of a joint bid, each individual, partnership, firm or corporation shall assume jointly the full obligations under the contract and the contract bond(s).

907-103.05.2--Form of Bonds. The form of bond(s) shall be that provided by or acceptable to the Department. These bonds shall be executed by a Mississippi agent or qualified nonresident agent and shall be accompanied by a certification as to authorization of the attorney-in-fact to commit the Surety company. A power of attorney exhibiting the Surety's original seal supporting the Mississippi agent or the qualified nonresident agent's signature shall be furnished with each bond. The Surety company shall be currently authorized and licensed in good standing to conduct business in the State of Mississippi with a minimum rating by A.M. Best of (A-) in the latest printing "Best's Key Rating Guide" to write individual bonds up to ten percent of the policy holders' surplus or listed on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as

published by the United States Department of the Treasury, Financial Management Service, Circular 570 (latest revision as published and supplemented on the Financial Management Service Web site and in the Federal Register) within the underwriting limits listed for that Surety. All required signatures on the bond(s) and certifications shall be original signatures, in ink, and not mechanical reproductions or facsimiles. The Mississippi agent or qualified nonresident agent shall be in good standing and currently licensed by the Insurance Commissioner of the State of Mississippi to represent the Surety company(ies) executing the bonds.

Surety bonds shall continue to be acceptable to the Commission throughout the life of the Contract and shall not be canceled by the Surety without the consent of the Department. In the event the Surety fails or becomes financially insolvent, the Contractor shall file a new Bond in the amount designated by the Executive Director within thirty (30) days of such failure, insolvency, or bankruptcy. Subsequent to award of Contract, the Commission or the Department may require additional security for any supplemental agreements executed under the contract or replacement security in the event of the surety(ies) loss of the ratings required above. Suits concerning bonds shall be filed in the State of Mississippi and adjudicated under its laws without reference to conflict of laws principles.

907-103.08--Failure to Execute Contract. In the first sentence of Subsection 103.08 on page 24, change "bond" to "performance and payment bonds".

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-104-4

CODE: (SP)

DATE: 03/01/2011

SUBJECT: Disposal of Materials

Section 104, Scope of Work, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-104.05--Removal and Disposal of All Materials From the Project. Delete the second sentence of the first full paragraph of Subsection 104.05 on page 30 and substitute the following:

The Contractor shall also furnish the Engineer a certified letter stating that the area of disposal is not in a wetland or in Waters of the U.S.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-105-6

DATE: 12/12/2011

SUBJECT: Control of Work

After Subsection 907-105.05 on page 1, add the following.

907-105.14--Maintenance During Construction. Before the first sentence Subsection 105.14 on page 39, add the following:

The Contractor will be responsible for the maintenance of existing roadways within the limits of this project starting on the date of the Notice To Proceed / Beginning of Contract Time. Anytime work is performed in a travel lane, the Contractor shall install portable lane closure signs meeting the requirement of the MDOT Standard Drawing or MUTCD.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-105-6

CODE: (SP)

| DATE: 01/20/2011

| SUBJECT: Control of Work

Section 105, Control of Work, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is modified as follows:

907-105.05--Cooperation by Contractor. In the third sentence of the second paragraph of Subsection 105.05 on page 35, change "Notice to Proceed" to "Notice of Award".

Delete the fourth paragraph of Subsection 105.05 on page 35, and substitute the following.

On projects that include erosion control pay items, the Contractor shall also designate a responsible person whose primary duty shall be to monitor and maintain the effectiveness of the erosion control plan, including NPDES permit requirements. This responsible person must be a Certified Erosion Control Person certified by an organization approved by the Department. Prior to or at the pre-construction conference, the Contractor shall designate in writing the Certified Erosion Control Person to the Project Engineer. The designated Certified Erosion Control Person shall be assigned to only one (1) project. When special conditions exist, such as two (2) adjoining projects or two (2) projects in close proximity, the Contractor may request in writing that the State Construction Engineer approve the use of one (1) Certified Erosion Control Person for both projects. The Contractor may request in writing that the Engineer authorize a substitute Certified Erosion Control Person to act in the absence of the Certified Erosion Control Person. The substitute Certified Erosion Control Person must also be certified by an organization approved by the Department. A copy of the Certified Erosion Control Person's certification must be included in the Contractor's Protection Plan as outlined in Subsection 907-107.22.1. This in no way modifies the requirements regarding the assignment and availability of the superintendent.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-107-9

DATE: 08/23/2011

SUBJECT: Legal Relations and Responsibility to Public

907-107.14.2.2--Railroad Protective. Delete the first sentence of subparagraph (b) of Subsection 907-107.14.2.2 on page 3 and substitute the following.

(b) **Contractor's Liability - Railroad**, including subcontractors, XCU and railroad contractual with limits of \$1,000,000 each occurrence; \$2,000,000 aggregate.

After Subsection 907-107.17 on page 4, add the following:

907-107.18--Contractor's Responsibility for Utility Property and Services. After the first sentence of Subsection 107.18 on page 63, add the following:

Prior to any excavation on the project, the Contractor shall contact MS 811 and advise them to mark all known utilities in the area of the excavation.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-107-9

CODE: (SP)

| DATE: 01/20/2011

SUBJECT: Legal Relations and Responsibility to Public

Section 107, Legal Relations and Responsibility to Public, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-107.02--Permits, Licenses and Taxes. Delete in toto Subsection 107.02 on page 49 and substitute the following:

The Contractor or any Subcontractor shall have the duty to determine any and all permits and licenses required and to procure all permits and licenses, pay all charges, fees and taxes and issue all notices necessary and incidental to the due and lawful prosecution of the work. At any time during the life of this contract, the Department may audit the Contractor's or Subcontractor's compliance with the requirements of this section.

The Contractor or any Subcontractor is advised that the "Mississippi Special Fuel Tax Law", Section 27-55-501, et seq. and the Mississippi Use Tax Law, Section 27-67-1, et seq., and their requirements and penalties, apply to any contract or subcontract for construction, reconstruction, maintenance or repairs, for contracts or subcontracts entered into with the State of Mississippi, any political subdivision of the State of Mississippi, or any Department, Agency, Institute of the State of Mississippi or any political subdivision thereof.

The Contractor or any Subcontractor will be subject to one or more audits by the Department during the life of this contract to make certain that all applicable fuel taxes, as outlined in Section 27-55-501, et seq., and any sales and/or use taxes, as outlined in Section 27-67-1, et seq. are being paid in compliance with the law. The Department will notify the Mississippi State Tax Commission of the names and addresses of any Contractors or Subcontractors.

| **907-107.14--Damage Claims and Insurance.**

907-107.14.2--Liability Insurance. Delete Subsection 107.14.2 beginning on page 60 and substitute:

907-107.14.2.1--General. The Contractor shall carry Contractor's liability, including subcontractors and contractual, with limits not less than: \$500,000 each occurrence; \$1,000,000 aggregate; automobile liability - \$500,000 combined single limit - each accident; Workers' Compensation and Employers' Liability - Statutory & \$100,000 each accident; \$100,000 each employee; \$500,000 policy limit. Each policy shall be signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent of the Insurance Company.

The Contractor shall have certificates furnished to the Department from the insurance companies providing the required coverage. The certificates shall be on the form furnished by the Department and will show the types and limits of coverage.

907-107.14.2.2--Railroad Protective. The following provisions are applicable to all work performed under a contract on, over or under the rights-of-way of each railroad shown on the plans.

The Contractor shall assume all liability for any and all damages to work, employees, servants, equipment and materials caused by railroad traffic.

Prior to starting any work on railroad property, the Contractor shall furnish satisfactory evidence to the Department that insurance of the forms and amounts set out herein in paragraphs (a) and (b) has been obtained. Also, the Contractor shall furnish similar evidence to the Railroad Company that insurance has been obtained in accordance with the Standard Provisions for General Liability Policies and the Railroad Protective Liability Form as published in the Code of Federal Regulations, 23 CFR 646, Subpart A. Evidence to the Railroad Company shall be in the form of a Certificate of Insurance for coverages required in paragraph (b), and the original policy of the Railroad Protective Liability Insurance for coverage required in paragraph (a).

All insurance herein specified shall be carried until the contract is satisfactorily complete as evidenced by a release of maintenance from the Department.

The Railroad Company shall be given at least 30 days notice prior to cancellation of the Railroad Protective Liability Insurance policy.

For work within the limits set out in Subsection 107.18 and this subsection, the Contractor shall provide insurance for bodily injury liability, property damage liability and physical damage to property with coverages and limits no less than shown in paragraphs (a) and (b). Bodily injury shall mean bodily injury, sickness, or disease, including death at anytime resulting therefrom. Property damage shall mean damages because of physical injury to or destruction of property, including loss of use of any property due to such injury or destruction. Physical damage shall mean direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment.

(a) **Railroad Protective Liability Insurance** shall be purchased on behalf of the Railroad Company with limits of \$2,000,000 each occurrence; \$6,000,000 aggregate applying separately to each annual period for lines without passenger trains. If the line carries passenger train(s), railroad protective liability insurance shall be purchased on behalf of the Railroad Company with limits of \$5,000,000 each occurrence; \$10,000,000 aggregate applying separately to each annual period.

Coverage shall be limited to damage suffered by the railroad on account of occurrences arising out of the work of the Contractor on or about the railroad right-of-way, independent of the railroad's general supervision or control, except as noted in paragraph 4 below.

Coverage shall include:

- (1) death of or bodily injury to passengers of the railroad and employees of the railroad not covered by State workmen's compensation laws,
- (2) personal property owned by or in the care, custody or control of the railroads,
- (3) the Contractor, or any of the Contractor's agents or employees who suffer bodily injury or death as a result of acts of the railroad or its agents, regardless of the negligence of the railroads, and
- (4) negligence of only the following classes of railroad employees:
 - (i) any supervisory employee of the railroad at the job site
 - (ii) any employee of the railroad while operating, attached to, or engaged on, work trains or other railroad equipment at the job site which are assigned exclusively to the Contractor, or
 - (iii) any employee of the railroad not within (i) or (ii) above who is specifically loaned or assigned to the work of the Contractor for prevention of accidents or protection of property, the cost of whose services is borne specifically by the Contractor or Governmental authority.

(b) **Regular Contractor's Liability**, including subcontractors, XCU and railroad contractual with limits of \$1,000,000 each occurrence; \$2,000,000 aggregate. **Automobile** with limits of \$1,000,000 combined single limit any one accident; **Workers' Compensation and Employer's Liability** - statutory and \$100,000 each accident; \$100,000 each employee; \$500,000 policy limit. **Excess/Umbrella Liability** \$5,000,000 each occurrence; \$5,000,000 aggregate. All coverage to be issued in the name of the Contractor shall be so written as to furnish protection to the Contractor respecting the Contractor's operations in performing work covered by the contract. Coverage shall include protection from damages arising out of bodily injury or death and damage or destruction of property which may be suffered by persons other than the Contractor's own employees.

In addition, the Contractor shall provide for and on behalf of each subcontractor by means of a separate and individual liability and property damage policy to cover like liability imposed upon the subcontractor as a result of the subcontractor's operations in the same amounts as contained above; or, in the alternative each subcontractor shall provide same.

907-107.15--Third Party Beneficiary Clause. In the first sentence of the first paragraph of Subsection 107.15 on page 61, change "create the public" to "create in the public".

907-107.17--Contractor's Responsibility for Work. Delete the fifth sentence of the fifth paragraph of Subsection 107.17 on page 63 and substitute the following:

The eligible permanent items shall be limited to traffic signal systems, changeable message signs, roadway signs and sign supports, lighting items, guard rail items, delineators, impact attenuators, median barriers, bridge railing or pavement markings. The eligible temporary items shall be limited to changeable message signs, guard rail items, or median barriers.

SPECIAL PROVISION NO. 907-108-13LPA

CODE: (SP)

DATE: 07/31/2009

SUBJECT: Liquidated Damages

PROJECT:

Section 108, Prosecution and Progress, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby modified as follows:

907-108.07--Failure to Complete the Work on Time. Delete the table in Subsection 108.07 on page 85, and substitute the following:

Liquidated damages for this project shall be **\$500.00** per calendar day.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-108-14

CODE: (SP)

DATE: 09/20/2007

SUBJECT: Determination and Extension of Contract Time

Section 108, Prosecution and Progress, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

Delete in toto Subsection 108.06.2 on pages 83 thru 85, and substitute the following:

907-108.06.2--Based on Calendar Days.

907-108.06.2.1--General. Contract time will be established on the basis of Calendar Days, as indicated in the contract. The span of time allowed for the completion of the physical features of work included in the contract will be indicated in the contract documents and will be known as "Contract Time."

For contracts in which Calendar Days are specified, the span of contract time shall be the number of Calendar Days allowed in the contract starting on the date of the beginning of contract time. The beginning of contract time shall be the date listed in the contract.

The span of time allowed in the contract as awarded is based on the quantities used for comparison of bids. If satisfactory fulfillment of the contract requires performance of work in greater quantities than those set forth in the proposal, the time allowed for completion shall be increased in Calendar Days in the same ratio that the cost of such added work, exclusive of the cost of work altered by Supplemental Agreement for which a time adjustment is made for such altered work in the Supplemental Agreement, bears to the total value of the original contract unless it can be established that the extra work was of such character that it required more time than is indicated by the money value.

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 Contract Time.

At any given date, the ratio of the accumulated monetary value of that part of the work actually accomplished to the total contract bid amount adjusted to reflect approved increases or decreases shall determine the "percent complete" of the work.

The percentage elapsed time shall be calculated as a direct ratio of the expired Calendar Days to the total Calendar Days provided for in the contract.

No increase in calendar days will be granted except as provided herein, and, except for abnormal delays caused solely by the State or other governmental authorities, or unforeseeable disastrous

phenomena of nature of the magnitude of earthquakes, hurricanes, tornadoes, or flooded essential work areas which are deemed to unavoidably prevent prosecuting the work.

In the event the Engineer determines that the calendar days when extended as provided in the contract would cause certain items of work or portions thereof, properly prosecuted in the normal sequence and manner, to fall within a period of seasonal or temperature limitations, the Engineer will make a determination as to the scope of unavoidable delays, if any, contemplated because of such seasonal or temperature limitations for periods in excess of those contemplated in the original contract. The Executive Director may thereupon establish a revised contract completion date by notifying the Contractor and the Contractor's Surety in writing of such established completion date as warranted by the engineering determination.

Liquidated Damages as set forth under the heading "Per Calendar Day" in the "Schedule of Deductions for Each Day of Overrun in Contract Time," Subsection 108.07, shall be applicable to each calendar day after the expiration of contract time, or authorized extension thereof, and until all work under the contract is completed.

Progress Schedule referred to in Subsection 108.03 will not be required.

907-108.06.2.2--Cessation of Contract Time. When the Engineer by written notice schedules a final inspection, time will be suspended until the final inspection is conducted and for an additional 14 calendar days thereafter. If after the end of the 14-day suspension all necessary items of work have not been completed, time charges will resume. If a project is on liquidated damages at the time a final inspection is scheduled, liquidated damages will be suspended until the final inspection is conducted and for seven (7) calendar days thereafter. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the Engineer as prescribed in Subsection 105.16 and all items of work have been completed, the daily time charge will cease.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-108-24

DATE: 11/13/2012

SUBJECT: Prosecution and Progress

Before the first sentence of the second paragraph after the Table of Anticipated Productive Days in Subsection 907-108.06.2.2 on page 3, add the following.

Available productive days will start being assessed at the original Notice to Proceed/Beginning of Contract Time date shown in the contract documents, regardless of whether or not the Contractor has been issued an early Notice to Proceed.

Before Subsection 907-108.10 on page 5, add the following.

907-108.07--Failure to Complete the Work on Time. Delete the Schedule of Deductions table in Subsection 108.07 on page 85, and substitute the following.

Schedule of Deductions for Each Day of Overrun in Contract Time

Original Contract Amount		Daily Charge Per Calendar Day
From More Than	To and Including	
\$ 0	100,000	\$ 150
100,000	500,000	360
500,000	1,000,000	540
1,000,000	5,000,000	830
5,000,000	10,000,000	1,200
10,000,000	20,000,000	1,800
20,000,000	-----	3,500

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-108-24

CODE: (SP)

DATE: 03/15/2011

SUBJECT: Prosecution and Progress

Section 108, Prosecution and Progress, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-108.01--Subletting of Contract.

907-108.01.1--General. At the end of the last paragraph of Subsection 108.01.1 on page 73, add the following:

The Engineer will have the authority to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to make prompt payment within 15 calendar days as required above, or failure to submit the required OCR-484 Form, Certification of Payments to Subcontractors, which is also designed to comply with prompt payment requirements.

907-108.02--Notice To Proceed. Delete the second paragraph of Subsection 108.02 on page 75 and substitute the following:

The anticipated date of the Notice to Proceed (NTP) / Beginning of Contract Time (BCT) will be specified in the proposal.

Delete the fourth paragraph of Subsection 108.02 on page 75 and substitute the following:

Upon written request from the Contractor and if circumstances permit, the Notice to Proceed may be issued at an earlier date subject to the conditions stated therein. The Contractor shall not be entitled to any monetary damages or extension of contract time for any delay claim or claim of inefficiency occurring between the early issuance Notice To Proceed date and the Notice to Proceed date stated in the contract.

907-108.03--Prosecution and Progress. Delete Subsection 108.03.1 on pages 75 & 76, and substitute the following:

907-108.03.1--Progress Schedule. Prior to or at the Pre-Construction Conference, the Contractor shall furnish a progress schedule and be prepared to discuss both its proposed methodologies for fulfilling the scheduling requirements and its sequence of operations. The Engineer will review the schedule and approve the schedule as it relates to compliance with the specifications and logic. The progress schedule must be approved by the Engineer prior to commencing work. The schedule shall be a bar-chart type schedule submitted on 11"x17" paper meeting the below minimum requirements. These activities shall be significantly detailed enough to communicate the Contractor's understanding of the construction sequencing and phasing of the project.

When preparing the progress schedule, the Contractor shall include the following:

- Show a time scale to graphically show the completion of the work within contract time.
- Define and relate activities to the contract pay items.
- Show all activities in the order the work is to be performed including submittals, submittal reviews, fabrication and delivery.
- Show all activities that are controlling factors in the completion of the work.
- Show the time needed to perform each activity and its relationship in time to other activities.

Should the schedule not include the above requirements or becomes unrealistic during construction, the Contractor should immediately submit a revised, more realistic schedule for approval.

907-108.03.2--Preconstruction Conference. Delete the first paragraph of Subsection 108.03.2 on page 76 and substitute the following:

Prior to commencement of the work, a preconstruction conference shall be held for the purpose of discussing with the Contractor essential matters pertaining to the prosecution and satisfactory completion of the work. The Contractor will be responsible for scheduling the preconstruction conference. The Contractor will advise the Project Engineer in writing 14 days prior to the requested date that a conference is requested. When the contract requires the Contractor to have a certified erosion control person, the Contractor's certified erosion control person shall be at the preconstruction conference. The Department will arrange for utility representatives and other affected parties to be present.

Delete the third paragraph of Subsection 108.03.2 on page 76.

907-108.06--Determination and Extension of Contract Time. Delete Subsections 108.06.1 and 108.06.2 on pages 79 thru 85 and substitute the following:

907-108.06.1--Blank.

907-108.06.2--Based on Calendar Date Completion.

907-108.06.2.1--General. Contract Time will be established on the basis of a Completion Date, as indicated in the contract. The span of time allowed for the completion of the work included in the contract will be indicated in the contract documents and will be known as "Contract Time".

The span of time allowed in the contract as awarded is based on the quantities used for comparison of bids. If satisfactory fulfillment of the contract requires performance of work in greater quantities than those set forth in the proposal, the time allowed for completion shall be increased in Calendar Days in the same ratio that the cost of such added work, exclusive of the cost of work altered by Supplemental Agreement for which a time adjustment is made for such altered work in the Supplemental Agreement, bears to the total value of the original contract unless it can be established that the extra work was of such character that it required more time

than is indicated by the money value.

The Contractor shall provide sufficient materials, equipment and labor to guarantee the completion of the work in the contract in accordance with the plans and specifications within the Contract Time.

907-108.06.2.2--Contract Time. The following TABLE OF ANTICIPATED PRODUCTIVE DAYS indicates an average/anticipated number of productive days per month.

TABLE OF ANTICIPATED PRODUCTIVE DAYS

Month	Available Productive Days
January	6
February	7
March	11
April	15
May	19
June	20
July	21
August	21
September	20
October	16
November	11
December	5
Calendar Year	172

Allocation of anticipated productive days for a fractional part of the month will be computed as a proportion of the listed anticipated productive days for the applicable month.

An available productive day will be assessed (a) any day of the week, Monday through Friday, exclusive of legal holidays recognized by the Department in Subsection 108.04.1, in which the Contractor works or could have worked for more than six (6) consecutive hours on the controlling items of work, as determined by the Engineer, or (b) any Saturday, exclusive of legal holidays recognized by the Department in Subsection 108.04.1, in which the Contractor works for more than six (6) consecutive hours on the controlling items of work, as determined by the Engineer. When the Contractor works less than four consecutive hours during the day, no time will be charged for that day. When the Contractor works more than four but less than six consecutive hours, one-half (0.5) of an available work day will be charged for that day. When he Contractor works six or more consecutive hours during the day, one (1.0) available work day will be charged for that day.

Should the weather or other conditions be such that four (4) consecutive satisfactory hours are not available prior to noon (for daytime operations) or midnight (for nighttime operations), no time will be assessed for that day regardless of the above conditions. However, if the Contractor elects to work, time will be assessed in accordance with the previous paragraph.

Weather delays will not be considered for Saturdays, Sundays or legal holidays recognized by the Department in Subsection 108.04.1.

Available productive days will be based on soil and weather conditions and other specific conditions cited in the contract. The Engineer will determine on each applicable day the extent to which work in progress could have been productive, regardless of whether the Contractor actually worked.

Each month the Engineer will complete, and furnish to the Contractor, an "Assessment Report for Available Productive Days" (CSD-765). This report shows the number of available productive days during the estimate period and the cumulative available productive days to date. The Contractor should review the Engineer's report as to the accuracy of the assessment and confer with the Resident or Project Engineer to rectify any differences. Each should make a record of the differences, if any, and conclusions reached. In the event mutual agreement cannot be reached, the Contractor will be allowed a maximum of 15 calendar days following the ending date of the monthly report in question to file a protest Notice of Claim in accordance with the provisions of Subsection 105.17. Otherwise, the Engineer's assessment shall be final unless mathematical errors of assessment are subsequently found to exist, and any claim of the Contractor as to such matter shall be waived.

At any given date, the ratio of the accumulated monetary value of that part of the work actually accomplished to the total contract bid amount adjusted to reflect approved increases or decreases shall determine the "percent complete" of the work.

The "percentage of elapsed time" shall be calculated as a direct ratio of the expired calendar days to the total calendar days between the Beginning of Contract Time and the Specified Completion Date in the contract.

When the "percent complete" lags more than 20 percent behind the "percentage of elapsed time", the Contractor shall immediately submit a written statement and revised progress schedule indicating any additional equipment, labor, materials, etc. to be assigned to the work to ensure completion within the specified contract time. When the "percent complete" lags more than 40 percent behind the "percentage of elapsed time", the contract may be terminated.

907-108.06.2.3--Extension of Time. The Contractor may, prior to the expiration of the Contract Time, make a written request to the Engineer for an extension of time with a valid justification for the request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time.

No extension of the specified completion date will be granted except as provided herein. An extension of contract time may be granted for unusually severe weather, abnormal delays caused

solely by the State or other governmental authorities, or unforeseeable disastrous phenomena of nature of the magnitude of earthquakes, hurricanes, tornadoes, or flooded essential work areas which are deemed to unavoidably prevent prosecuting the work.

Unusually severe weather is defined as when the actual available productive days for the contract time are less than the number of available productive days shown in the Table of Anticipated Productive Days.

Any extension of contract time will be based on a calendar days basis, excluding Saturdays, Sundays or legal holidays recognized by the Department in Subsection 108.04.1. No proration of contract time will be made. Any extension of contract time will be made on or after the specified completion date. No extension of contract time will be made on a monthly basis.

Any revision of the specified completion date provided in the contract will be made automatically on the specified completion date as established in the contract, and at a later date if additional conditions so warrant.

If the completion of the project is extended into a season of the year in which completion of certain items of work would be prohibited or delayed because of seasonal or temperature limitations, the Engineer may waive the limitations provided the completion of the work will not result in a reduction in quality. When determined that the completion of the out-of-season items will cause a reduction in the quality of the work, the completion of the project will be further extended so the items may be completed under favorable weather conditions. In either case, the Engineer will notify the Contractor in writing.

Liquidated damages as set forth in Subsection 108.07 under the heading "Daily Charge Per Calendar Day" in the Table titled "Schedule of Deductions for Each Day of Overrun in Contract Time", shall be applicable to each calendar day after the specified completion date, or authorized extension thereof, and until all work under the contract is completed.

907-108.06.2.4--Cessation of Contract Time. When the Engineer by written notice schedules a final inspection, time will be suspended until the final inspection is conducted and for an additional 14 calendar days thereafter. If after the end of the 14-day suspension all necessary items of work have not been completed, time charges will resume. If the specified completion date had not been reached at the time the Contractor called for a final inspection, the calendar day difference between the specified completion date and the date the Contractor called for a final inspection will be added after the 14-day period before starting liquidation damages. If a project is on liquidated damages at the time a final inspection is scheduled, liquidated damages will be suspended until the final inspection is conducted and for seven (7) calendar days thereafter. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the Engineer as prescribed in Subsection 105.16 and all items of work have been completed, the daily time charge will cease.

907-108.10--Termination of Contractor's Responsibility. In the last sentence of Subsection 108.10 on page 88, change "bond" to "performance and payment bond(s)".

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-109-5

DATE: 05/15/2012

SUBJECT: Measurement and Payment

After the last paragraph of Subsection 907-109.01 on page 1, add the following.

After the second sentence of the fourth full paragraph of Subsection 109.01 on page 90, add the following.

Where loose vehicle measurement (LVM) is used, the capacity will be computed to the nearest one-tenth cubic yard and paid to the whole cubic yard. Measurements greater than or equal to nine-tenths of a cubic yard will be rounded to the next highest number. Measurements less than nine-tenths of a cubic yard will not be rounded to the next highest number. Example: A vehicle measurement of 9.9 cubic yards will be classified as a 10-cubic yard vehicle. A vehicle measurement of 9.8 cubic yards will be classified as a 9-cubic yard vehicle.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-109-5

CODE: (SP)

DATE: 1/20/2011

SUBJECT: Measurement and Payment

Section 109, Measurement and Payment, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-109.01--Measurement of Quantities. Delete the third full paragraph of Subsection 109.01 on page 90 and substitute the following.

When requested by the Contractor, material specified to be measured by the cubic yard or ton may be converted to the other measure as appropriate. Factors for this conversion will be determined by the District Materials Engineer and agreed to by the Contractor. The conversion of the materials along with the conversion factor will be incorporated into the contract by supplemental agreement. The supplemental agreement must be executed before such method of measurement is used.

907-109.04--Extra and Force Account Work. In the last sentence of subparagraph (b) in Subsection 109.04 on page 91, change "bond" to "bond(s)".

Delete the first sentence of the second paragraph of subparagraph (d) in Subsection 109.04 on page 92 and substitute the following:

In the event an agreement cannot be reached for a particular piece of equipment, the book entitled "Rental Rate Blue Book For Construction Equipment" as published by EquipmentWatch® and is current at the time the force account work is authorized will be used to determine equipment ownership and operating expense rates.

907-109.06--Partial Payment.

907-109.06.1--General. Delete the fourth and fifth sentences of the third paragraph of Subsection 109.06.1 on page 94, and substitute the following:

In the event mutual agreement cannot be reached, the Contractor will be allowed a maximum of 25 calendar days following the Contractor's receipt of the monthly estimate in question to file in writing, a protest Notice of Claim in accordance with the provisions Subsection 105.17. Otherwise, the Engineer's estimated quantities shall be considered acceptable pending any changes made during the checking of final quantities.

907-109.07--Changes in Material Costs. Delete the third full paragraph of Subsection 109.07 on page 96 and substitute the following:

A link to the established base prices for bituminous products and fuels will be included in the contract documents under a Notice to Bidders entitled "Petroleum Products Base Prices."

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-110-2

CODE: (SP)

DATE: 04/02/2010

SUBJECT: Wage Rates

Section 110, Required Contract Provisions, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-110.02--Application. Delete Subsection 110.02.2 on page 100 and substitute the following.

907-110.02.2--Wage Rates. All persons employed or working upon the site of the work will be paid at wage rates not less than those contained in the wage determination decision of the Secretary of Labor in effect 10 days prior to taking bids.

Bidders are advised that regardless of the wage rates listed in the Supplement to FHWA 1273 in the contract, minimum federal wage rates must be paid.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-213-2

CODE: (IS)

DATE: 01/25/2008

SUBJECT: Agricultural Limestone

Section 907-213, Fertilizing, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-213.05--Basis of Payment. Delete the first sentence of the first paragraph of Subsection 213.05 on page 136 and add the following as the first paragraph of this subsection.

Hard rock agricultural limestone will be paid for at the contract unit price per ton. Hard rock agricultural limestone with a relative neutralizing value (RNV), determined in accordance with Subsection 907-715-02.2.1.3, of between 60.0% and 62.9% will be paid for at half (½) the contract unit price per ton. No payment will be made for hard rock agricultural limestone with an RNV less than 60.0%.

Delete the first pay item listed on page 137 and substitute the following:

907-213-A: Agricultural Limestone

- per ton

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-237-4

CODE: (SP)

DATE: 03/13/2012

SUBJECT: Wattles

Section 907-237, Wattles, is hereby added to and made a part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

SECTION 907-237 - WATTLES

907-237.01--Description. This work consists of furnishing, constructing and maintaining wattles for the retention of soil around inlets, swale areas, small ditches, sediment basins and other areas as necessary. Also, the work includes removing and disposing of the wattles and silt accumulations.

Measurement and payment for wattles will be made only when a pay item is included in the bid schedule of the proposal. The quantity is estimated for bidding purposes only and will be dependent upon actual conditions which occur during construction of the project.

907-237.02--Materials. Wattles used around inlets shall have a diameter of twelve inches (12") and a length adequate to meet field conditions. Wattles used at other locations shall have a diameter of twenty inches (20") and a length adequate to meet field conditions. The minimum diameter for the above wattle sizes shall be one inch (1") less than the specified diameter.

The stakes used in securing the wattles in place shall be placed approximately three feet (3') apart throughout the length of the wattle. Stakes shall be wooden and of adequate size to stabilize the wattles to the satisfaction of the Engineer.

In addition to the requirements of this specifications, wattles shall be listed on the Department's "Approved Sources of Materials".

907-237.03--Construction Requirements.

907-237.03.1--General. The wattles shall be constructed at the locations and according to the requirements shown on the erosion control plan.

907-237.03.2--Maintenance and Removal. The Contractor shall maintain the wattles and remove and dispose of silt accumulations.

When the wattles are no longer needed, they shall be removed and the Contractor shall dispose of silt accumulations and treat the disturbed areas in accordance with the contract requirements.

907-237.04--Method of Measurement. Wattles of the size specified will be measured per linear foot.

907-237.05--Basis of Payment. Wattles, measured as prescribed above, will be paid for at the contract unit price per linear foot, which price shall be full compensation for installation, maintaining and removal of the wattles, the removal and disposal of silt accumulations and any required restoration of the disturbed areas.

Payment will be made under:

907-237-A: Wattles, Size

- per linear foot

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-246-3

CODE: (SP)

DATE: 11/08/2010

SUBJECT: Sandbags and Rockbags

Section 907-246, Sandbags and Rockbags, is hereby added to and made a part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

SECTION 907-246 -- SANDBAGS AND ROCKBAGS

907-246.01--Description. This item of work shall consist of the furnishing, installing, and maintaining sandbags and rockbags for the purpose of temporary erosion control by intercepting and slowing the flow of sediment-laden runoff water, or for use as a temporary dam.

907-246.02--Materials. The filler material for sandbags shall consist of a fine aggregate meeting the requirements of Subsection 703.02. The filler material for rockbags shall consist of a size 57 aggregate meeting the requirements of Subsection 703.03.

The bag material shall be woven polypropylene, polyethylene or polyamide fabric with a minimum unit weight of four (4) ounces per square yard. The bags shall be a minimum of 21 inches in length, 12 inches in width, and four (4) in thickness when filled.

907-246.03--Construction Requirements. Sandbags and rockbags shall be used to construct a berm/dam which will intercept sediment-laden storm water runoff from disturbed areas, create a retention pond, detain sediment, and release water in sheet flow. Sand or rock shall be placed in the bag so that at least the top six (6) inches of the bag is unfilled to allow for proper tying of the open end. Any subsequent rows of bags shall be offset one-half the length of the preceding row to provide a layered brick-type arrangement.

The sandbag and rockbag berm/dam installation shall be maintained in good condition by the Contractor. All necessary work and materials to maintain the integrity of the installation shall be provided until earthwork construction is complete and permanent erosion-control features are in place. The maintenance of the bags will not be paid for separately and will be included in the cost for sandbags or rockbags.

907-246.04--Method of Measurement. Sandbags and rockbags will be measured per linear foot or each.

Sandbags and rockbags measured by the linear foot shall be in accordance with the details in the erosion control drawing. The length of the sandbag or rockbag berm/dam will be measured end-to-end along the cross-section of the ditch in accordance with the erosion control drawing.

907-246.05--Basic of Payment. Sandbags and rockbags, measured as prescribed above, will be

paid for per linear foot or each, which prices shall be full compensation for furnishing bags, fine aggregate, size 57 aggregate, placement of bags, maintenance of the installation, removal and disposal of the sediment deposits and removal after construction has been completed, and for all labor, tools, equipment and incidentals necessary to complete the work.

Payment will be made under:

907-246-A: Sandbags

- per linear foot or each

907-246-B: Rockbags

- per linear foot or each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-601-1

CODE: (IS)

DATE: 08/29/2007

SUBJECT: Structural Concrete

Division 600, Incidental Construction, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

After the heading **DIVISION 600 - INCIDENTAL CONSTRUCTION**, add the following:

Unless otherwise specified, all testing of Portland cement concrete in Division 600 shall be in accordance with the requirements of Subsection 907-601.02.1.

907-601.02--Materials.

907-601.02.1--General. Delete the second and third sentence of the first paragraph of Subsection 601.02.1 on page 348, and substitute the following:

Sampling and testing will be in accordance with TMD-20-04-00-000 or TMD-20-05-00-000, as applicable.

907-601.03.6.3--Removal of Falsework, Forms, and Housing. Delete the first paragraph, the table and second paragraph of Subsection 601.03.6.3 on pages 349 and 350, and substitute the following:

The removal of falsework, forms, and the discontinuance of heating, shall be in accordance with the provisions and requirements of Subsection 907-804.03.15, except that the concrete shall conform to the following compressive strength requirements:

Wingwall and Wall Forms not Under Stress	1000 psi
Wall Forms under Stress	2200 psi
Backfill and Cover clear	2400 psi

In lieu of using concrete strength cylinders to determine when falsework, forms, and housings can be removed, an approved maturity meter may be used to determine concrete strengths by inserting probes into concrete placed in a structure. The minimum number of maturity meter probes required for each structural component shall be in accordance with Subsection 907-804.03.15. Procedures for using the maturity meter and developing the strength/maturity relationship shall follow the requirements of Subsection 907-804.03.15. Technicians using the maturity meter or calculating strength/maturity graphs shall meet the requirements of Subsection 907-804.03.15.

907-601.05--Basis of Payment. Add the "907" prefix to the pay items listed on page 352.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-603-8

CODE: (SP)

DATE: 05/12/2008

SUBJECT: Culverts and Storm Drains

Section 603, Culverts and Storm Drains, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-603.03--Construction Requirements.

907-603.03.2--Bedding. After the first paragraph of the Subsection 603.03.2 on page 356, add the following:

Non-rigid pipe used in cross drains and storm drains shall have a Class B bedding. Non-rigid pipe used in side drains shall have a Class C bedding. No separate measurement will be made for pipe bedding. Costs associated with pipe bedding shall be included in the cost of the pipe.

907-603.03.4--Joining Conduit.

907-603.03.4.1--Storm Drainage. Delete the first sentence of the seventh paragraph of Subsection 603.03.4.1 on page 358, and substitute the following:

Flexible steel conduits shall be firmly joined by coupling bands.

907-603.03.7--Backfilling. After the first paragraph of the Subsection 603.03.7 on page 360, add the following:

Backfill of non-rigid corrugated polyethylene and poly (vinyl chloride) (PVC) pipe used in cross drains and storm drains shall be performed using one of the following methods:

1. Flowable fill meeting the requirements of Section 631 of the Standard Specifications. If flowable fill is used, care shall be taken to prevent the pipe from "floating".
2. Crushed stone aggregate meeting the requirements of Subsection 703.04.3 of the Standard Specification.

No separate measurement will be made for backfilling pipe. Costs associated with backfilling pipe will be included in the cost of the pipe.

907-603.05--Basis of Payment. Add the "907" prefix to pay item nos. 603-ALT, 603-MA thru 603-MH, 603-NA thru 603-NL, 603-PE, and 603-PVC on pages 364 thru 366.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-626-25

CODE: (IS)

DATE: 11/13/2012

SUBJECT: Thermoplastic Traffic Markings

Section 626, Thermoplastic Traffic Markings, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-626.01--Description. After the last sentence of the first paragraph of Subsection 626.01 on page 443, add the following.

All pavement marking material, excluding edge lines over rumble strips, shall be applied using the extrusion/ribbon method. Edge lines placed over rumble strips shall be applied using the atomization/spray method.

907-626.03.1.1--Equipment. After the second paragraph of Subsection 626.03.1.1 on page 444, add the following.

When edge lines are placed over rumble strips, the equipment must be able to apply the marking material using the atomization/spray method instead of extrusion/ribbon method.

907-626.03.1.2--Construction Details. Delete the second sentence of the first full paragraph of Subsection 626.03.1.2 on page 445, and substitute the following.

Unless otherwise specified in the plans or contract documents, the thickness shall be 90 mils for edge lines, center lines, lane lines, barrier lines and detail stripe including gore markings, and 120 mils for crosswalks, stop lines, and railroad, word and symbol markings.

After the last sentence of the third full paragraph of Subsection 626.03.1.2 on page 445, add the following.

When double drop thermoplastic stripe is called for in the contract, additional beads by the drop-on method shall be applied as follows.

Class A glass beads at a rate of not less than three pounds of beads per 100 feet of six-inch stripe.
Class B glass beads at a rate of not less than three pounds of beads per 100 feet of six-inch stripe.

The Class B glass beads shall be applied to the newly placed stripe first, followed by the application of the Class A glass beads.

907-626.05--Basis of Payment. Delete the pay items listed on page 446 and substitute the following.

907-626-A: 6" Thermoplastic* Traffic Stripe, Skip White	- per linear foot or mile
907-626-B: 6" Thermoplastic* Traffic Stripe, Continuous White	- per linear foot or mile
907-626-C: 6" Thermoplastic* Edge Stripe, Continuous White	- per linear foot or mile
907-626-D: 6" Thermoplastic* Traffic Stripe, Skip Yellow	- per linear foot or mile
907-626-E: 6" Thermoplastic* Traffic Stripe, Continuous Yellow	- per linear foot or mile
907-626-F: 6" Thermoplastic* Edge Stripe, Continuous Yellow	- per linear foot or mile
907-626-G: Thermoplastic* Detail Stripe, <u>Color</u>	- per linear foot
907-626-H: Thermoplastic* Legend, White	- per linear foot or square foot

* Indicate Double Drop if applicable

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-639-4

CODE: (SP)

DATE: 04/10/2009

SUBJECT: Traffic Signal Equipment Poles

Section 639, Traffic Signal Equipment Poles, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-639.02--Materials.

907-639.02.2--Mast Arms. Delete the sentence in Subsection 639.02.2 on page 481 and substitute the following:

Mast arms and mast arm extensions shall be steel meeting the requirements of Subsection 722.16

907-639.02.3--Foundations. Delete the first sentence Subsection 639.02.3 on page 481 and substitute the following:

Cast-in-place foundations for concrete, steel, and/or aluminum shafts shall be as specified on plans, and shall be cast of reinforced Class "B" Concrete conforming to the requirements of Sections 601 and 602, unless otherwise indicated on the plans.

907-639.03.1--Foundations. Before the first paragraph of Subsection 639.03.1 on page 481, add the following:

Pole foundations shall be constructed as per the details on the plans, these specifications, and Section 803 of the Standard Specifications. Casings, if required, will be in accordance with Section 803 of the Standard Specifications.

In the first sentence of the first paragraph of Subsection 639.03.1 on page 481, change "Section 206" to "Section 801".

After the first paragraph of Subsection 639.03.1 on page 482, add the following:

Due to the soil conditions in certain areas, the plans may indicate locations where the concrete shall be placed with a tremie. When a tremie is used, it shall perform in accordance with the requirements in Subsection 804.03.9 of the Standard Specifications.

In some instances, it may be necessary to use slip casing to keep the holes open. Casing may be required in portions of the holes that are not stable. Casings authorized by the Engineer shall be of suitable size and strength to accommodate the drilling equipment and to withstand ground pressures and removal operations without deformation of the poured shaft. When removed, the casings shall revert to the Contractor for disposal.

907-639.04--Method of Measurement. Delete the first and second paragraphs of Subsection 639.04 on page 482, and substitute the following:

Traffic signal equipment pole of the type specified will be measured as unit quantities per each. Such measurement shall include the pole, mast arms and all other incidentals necessary to complete the equipment pole.

Traffic signal equipment pole shaft extension of the type specified will be measured as a unit quantity per each. Such measurements shall include the pole attachment, shaft, and all other mounting attachments necessary to extend a shaft as required in the plans

Pole foundations of the size specified will be measured by the cubic yard, which measurement shall be the area bounded by the vertical planes of the neat lines of the foundation.

Slip casings of the size specified will be measured by the linear foot from the ground elevation to the bottom of the strata needing to be cased.

Traffic signal equipment pole mast arm extension, as indicated, will be measured as a unit quantity per each. Such measurements shall include the mast arm extension and all other mounting attachments necessary to extend the arm as indicated.

907-639.05--Basis of Payment. Delete the first paragraph of Subsection 639.05 on page 482, and substitute the following:

Traffic signal equipment pole and traffic signal equipment pole extension of the type specified, measured as provided in above, will be paid for at the contract unit price per each, which price shall be full compensation for furnishing all materials, erecting, installing, connecting and testing poles, pole bases, mast arms, caps, covers, ground wire, ground rods, hardware and for all equipment, tools, labor and incidentals necessary to complete the equipment pole.

Pole foundations, measured as prescribed above, will be paid for at the contract unit price per cubic yard, which price shall include full compensation for structure excavation, reinforcing steel, anchor bolts; for placing, curing, and installing concrete; for replacing sod and final clean-up; and for all equipment, labor, tools and incidentals necessary to complete the foundation.

Slip casings, measured as prescribed above, will be paid for at the contract price per linear foot, which price shall be full compensation for all materials, tools, equipment, labor, and incidentals necessary to complete to work.

Traffic signal equipment pole mast arm extension, measured as provided above, will be paid for at the contract unit price per each, which price shall be full compensation for furnishing all materials, for installing the mast arm extension and for all equipment, tools, labor, and incidentals necessary to complete the work.

Delete the list of pay items on page 482, and substitute the following:.

- 907-639-A: Traffic Signal Equipment Pole, Type _____ - per each
- 907-639-B: Traffic Signal Equipment Pole Shaft Extension, Description - per each
- 907-639-C: Pole Foundations, _____ Diameter - per cubic yard
- 907-639-D: Slip Casing, _____ Diameter - per linear foot
- 907-639-G: Traffic Signal Equipment Pole Mast Arm Extension * - per each

* Additional information may be indicated

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-642-2

CODE: (SP)

DATE: 08/24/2007

SUBJECT: Solid State Traffic Actuated Controllers

Section 642, Solid State Traffic Actuated Controllers, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-642.01--Description. After the first paragraph of Subsection 642.01 on page 484, add the following:

This work also includes making modifications to a solid state traffic actuated signal controller(s) in accordance with the plans and contract documents.

907-642.04--Method of Measurement. After the first paragraph of Subsection 642.04 on page 506, add the following:

Solid state traffic actuated signal controller modifications, complete in place and accepted, will be measured as unit quantities per each for a complete and operable unit in accordance with the contract provisions.

907-642.05--Basis of Payment. After the first paragraph of Subsection 642.05 on page 506, add the following:

Solid state traffic actuated controller assemblies, measured as prescribed above, will be paid for at the contract unit price bid per each; which price shall be full compensation for any foundation construction, cabinets, relays, terminals, circuit breakers, controller units and conflict monitors, any communications devices and/or video facilities, connectors, load switches, mounting material, all other materials for constructing, installing, connecting, testing and final cleanup; and for all equipment, labor, tools and incidentals necessary to complete the work in accordance with the contract documents.

Add the last pay item listed on page 506, add the following:

907-642-B: Solid State Traffic Actuated Controller Modification, * - per each

* Optional Supplemental Description

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-701-4

CODE: (IS)

DATE: 11/09/2010

SUBJECT: Hydraulic Cement

Section 701, Hydraulic Cement, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

Delete Subsection 701.01 on pages 595 & 596, and substitute the following:

907-701.01--General. The following requirements shall be applicable to hydraulic cement:

Only hydraulic cements conforming to Section 701 shall be used. Hydraulic cements shall not be listed or designated as meeting more than one AASHTO or Department type.

Different brands of hydraulic cement, or the same brand of hydraulic cement from different mills, shall not be mixed or used alternately in any one class of construction or structure, without written permission from the Engineer; except that this requirement will not be applicable to hydraulic cement treatment of design soils, or bases.

The Contractor shall provide suitable means for storing and protecting the hydraulic cement against dampness. Hydraulic cement, which for any reason, has become partially set or which contains lumps of caked hydraulic cement will be rejected. Hydraulic cement salvaged from discarded or used bags shall not be used.

The temperature of bulk hydraulic cement shall not be greater than 165°F at the time of incorporation in the mix.

Acceptance of hydraulic cement will be based on the certification program as described in the Department's Materials Division Inspection, Testing, and Certification Manual and job control sampling and testing as established by Department SOP.

Retests of hydraulic cement may be made for soundness and expansion within 28 days of test failure and, if the hydraulic cement passes, it may be accepted. Hydraulic cement shall not be rejected due to failure to meet the fineness requirements if upon retests after drying at 212°F for one hour, it meets such requirements.

Delete Subsection 701.02 on page 596, and substitute the following:

907-701.02--Portland Cement.

907-701.02.1--General.

907-701.02.1.1--Types of Portland Cement. Portland cement (cement) shall be either Type I or Type II conforming to AASHTO Designation: M85 or Type I(MS), as defined by the description below Table 1. Type III cement conforming to AASHTO Designation: M85 or Type III(MS), as defined by the description below Table 1, may be used for the production of precast or precast-prestressed concrete members.

907-701.02.1.2--Alkali Content. All cement types in this Subsection shall meet the Equivalent alkali content requirement for low-alkali cements listed in AASHTO Designation: M85, Table 2.

907-701.02.2--Replacement by Other Cementitious Materials. The maximum replacement of cement by weight is 25% for fly ash or 50% for ground granulated blast furnace slag (GGBFS). The minimum tolerance for replacement shall be 5% below the maximum replacement content. Replacement contents below this minimum tolerance by fly ash or GGBFS may be used, but shall not be given any special considerations, like the maximum acceptance temperature for Portland cement concrete containing pozzolans. Special considerations shall only apply for replacement of cement by fly ash or GGBFS.

907-701.02.2.1--Portland Cement Concrete Exposed to Soluble Sulfate Conditions or Seawater. When Portland cement concrete is exposed to moderate or severe soluble sulfate conditions, or to seawater, cement types and replacement of cement by Class F fly ash, GGBFS, or silica fume shall be as follows in Table 1.

Table 1- Cementitious Materials for Soluble Sulfate Conditions

Sulfate Exposure	Water-soluble sulfate (SO ₄) in soil, % by mass	Sulfate (SO ₄) in water, ppm	Cementitious material required*
Moderate and Seawater	0.10 - 0.20	150 - 1,500	Type II **, ***, **** cement, or Type I cement with one of the following replacements of cement by weight: 25% Class F fly ash, 50% GGBFS, or 8% silica fume
Severe	0.20 - 2.00	1,500 - 10,000	Type I cement with a replacement by weight of 50% GGBFS, or Type II ** cement with one of the following replacements of cement by weight: 25% Class F fly ash, 50% GGBFS, or 8% silica fume

- * The values listed in this table for replacement of Portland cement by the cementitious materials listed are maximums and shall not be exceeded. The minimum tolerance for replacement shall be 0.5% below the maximum replacement content. Replacement contents below this minimum tolerance by the cementitious materials listed in this table do not meet the requirements for the exposure conditions listed and shall not be allowed.
- ** Type I cement conforming to AASHTO Designation: M85 with a maximum 8% tricalcium aluminate (C_3A) may be used in lieu of Type II cement; this cement is given the designation "Type I(MS)". Type III cement conforming to AASHTO Designation: M85 with a maximum 8% tricalcium aluminate (C_3A) may be used in lieu of Type II cement as allowed in Subsection 907-701.02.1; this cement is given the designation "Type III(MS)".
- *** Blended cement meeting the sulfate resistance requirements of Subsection 907-701.04 may be used in lieu of Type II as allowed in Subsection 907-701.04. No additional cementitious materials shall be added to or as a replacement for blended cement.
- **** Class F fly ash or GGBFS may be added as a replacement for cement as allowed in Subsection 907-701.02.2.

Class C fly ash shall not be used as a replacement for cement in any of the sulfate exposure conditions listed above.

907-701.02.2.2--Cement for Soil Stabilization Exposed to Soluble Sulfate Conditions or Seawater. When Portland cement for use in soil stabilization is exposed to moderate or severe soluble sulfate conditions, or to seawater, cement types and replacement of cement by Class F fly ash or GGBFS shall meet the requirements of Subsection 907-701.02.2.1. Neither metakaolin nor silica fume shall be used to bring the cementitious materials into compliance with the requirements of Table 1.

Delete Subsection 701.03 on page 596, and substitute the following:

907-701.03--Masonry Cement. Masonry cement shall conform to ASTM Designation: C 91 and shall only be used in masonry applications.

Delete Subsection 701.04 on page 596, and substitute the following:

907-701.04--Blended Hydraulic Cement.

907-701.04.1--General.

907-701.04.1.1--Types of Blended Cement. Blended hydraulic cements (blended cements) shall be of the following types and conform to AASHTO Designation: M 240:

- Type I(SM) – Slag-modified Portland cement
- Type IS – Portland blast-furnace slag cement
- Type I(PM) – Pozzolan-modified Portland cement
- Type IP – Portland-pozzolan cement

Blended cement for use in Portland cement concrete or soil stabilization exposed to the moderate soluble sulfate condition or exposure to seawater as defined in Table 1 shall meet the Sulfate resistance requirement listed in AASHTO Designation: M 240, Table 2 and the "(MS)" suffix shall be added to the type designation.

907-701.04.1.2--Alkali Content. All blended cement types in this Subsection shall meet the Mortar expansion requirements listed in AASHTO Designation: M 240, Table 2.

907-701.04.2--Replacement by Other Cementitious Materials. No additional cementitious materials, such as Portland cement, performance hydraulic cement, fly ash, GGBFS, metakaolin, or others, shall be added to or as a replacement for blended cement.

907-701.04.3--Exposure to Soluble Sulfate Conditions or Seawater. When Portland cement concrete or blended cement for soil stabilization is exposed to moderate soluble sulfate conditions or to seawater, where the moderate soluble sulfate condition is defined in Table 1, the blended cement shall meet the sulfate resistance requirement listed in AASHTO Designation: M 240, Table 2.

When Portland cement concrete or blended cement for soil stabilization is exposed to severe soluble sulfate conditions, where the severe soluble sulfate condition is defined in Table 1, blended cements shall not be used.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-708-5

DATE: 04/11/2012

SUBJECT: Non-Metal Drainage Structures

After Subsection 907-708.02.1.2 on page 1, add the following.

907-708.02.1.4--Coarse Aggregate. Delete the last sentence of Subsection 708.02.1.4 on page 639.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-708-5

CODE: (SP)

DATE: 05/12/2008

SUBJECT: Non-Metal Drainage Structures

Section 708, Non-Metal Structures and Cattlepasses, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-708.02.1.2--Fly Ash. In the first sentence of Subsection 708.02.1.2 on page 639, change “20 percent” to “25%”.

907-708.02.3.2--Marking. Delete the second sentence of Subsection 708.02.3.2 on page 640, and substitute the following:

Machine made pipe shall be marked in accordance with one of the following methods: 1) the pipe shall be inscribed on the outside of the pipe and stenciled on the inside of the pipe, or 2) the pipe shall be inscribed on the inside of the pipe, only. All other pipe may be stenciled.

907-708.17--Corrugated Plastic Pipe Culverts.

907-708.17.1--Corrugated Polyethylene Pipe Culverts. Delete the first sentence of the first paragraph of Subsection 708.17.1 on page 645 and substitute the following.

Corrugated polyethylene pipe shall conform to the requirements of AASHTO Designation: M 294, Type S and/or SP, as applicable, and shall have soil tight joints, unless otherwise specified.

Delete the last sentence of the second paragraph of Subsection 708.17.1 on page 645.

After Subsection 708.17.1 on page 645, add the following:

907-708.17.1.1--Inspection and Final Acceptance of Corrugated Polyethylene Pipe Culverts. Approximately 50% of the installed length of corrugated polyethylene pipe shall be inspected for excess deflection no sooner than 30 days after the embankment material over the pipe is placed to the required subgrade elevation or the maximum required fill height. The inspection shall be performed using either electronic deflectometers, calibrated television or video cameras, or a “go, no-go” mandrel that has an effective diameter of 95% of the nominal inside diameter of the pipe.

Pipe found to have deflection values greater than 5% shall be removed and replaced at no cost to the State.

907-708.17.2--Corrugated Poly (Vinyl Chloride) (PVC) Pipe Culverts. Delete the first sentence of the first paragraph of Subsection 708.17.2 on page 645 and substitute the following.

Corrugated poly (vinyl chloride) (PVC) pipe shall conform to the requirements of AASHTO Designation: M 304 and shall have soil tight joints, unless otherwise specified. Non-perforated PVC pipe used in underdrains shall either be manufactured with an ultra-violet light inhibitor or be fully coated with an ultra-violet light inhibitor.

After Subsection 708.17.2 on page 645, add the following:

907-708.17.2.1—Inspection and Final Acceptance of Poly (Vinyl Chloride) (PVC) Pipe Culverts. Approximately 50% of the installed length of PVC pipe shall be inspected for excess deflection no sooner than 30 days after the embankment material over the pipe is placed to the required subgrade elevation or the maximum required fill height. The inspection shall be performed using either electronic deflectometers, calibrated television or video cameras, or a “go, no-go” mandrel that has an effective diameter of 95% of the nominal inside diameter of the pipe.

Pipe found to have deflection values greater than 5% shall be removed and replaced at no cost to the State.

907-708.18--Sewer Pipe Used for Underdrains.

907-708.18.1--General. After the second paragraph of Subsection 708.18.1 on page 645 add the following:

In lieu of the pipe listed in this subsection, pipe meeting the requirements of Subsection 708.19 may also be used for plastic underdrain pipe.

907-708.18.3--Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe. After the first sentence of Subsection 708.18.3 on page 645, add the following.

Non-perforated PVC pipe shall either be manufactured with an ultra-violet light inhibitor or be fully coated with an ultra-violet light inhibitor.

907-708.18.4--Poly (Vinyl Chloride) (PVC) Corrugated Sewer Pipe. Delete the paragraph in Subsection 708.18.4 on page 645 and substitute the following.

This pipe shall conform to the following requirements. For pipe sizes less than or equal to six inches ($\leq 6''$), the pipe shall be Class PS46 meeting the requirements of AASHTO Designation: M 278. For pipe sizes greater than six inches ($> 6''$), the pipe shall meet the requirements of AASHTO Designation: M 304. Non-perforated PVC pipe shall either be manufactured with an ultra-violet light inhibitor or be fully coated with an ultra-violet light inhibitor.

Delete Subsection 708.19 on page 645 and substitute the following:

907-708.19--Corrugated Polyethylene Pipe. This pipe shall be high density polyethylene pipe or drainage tubing meet the requirements of AASHTO Designation: M 294, Type S or SP, or

AASHTO Designation: M 252, Type S or Type SP, as applicable.

907-708.22.2--Exceptions to AASHTO. Delete the sixth paragraph of Subsection 708.22.2 on page 647.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-709-1

CODE: (SP)

DATE: 05/05/2008

SUBJECT: Metal Pipe

Section 709, Metal Pipe, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

After Subsection 709.02 on page 649, add the following:

907-709.02.1--Aluminized Corrugated Metal Culvert Pipe and Pipe Arches. All aluminized metal pipe and arches shall be manufactured from Type 2 corrugated metal pipe and arches in accordance with the requirements of Subsection 709.02.

907-709.03--Bituminous Coated Corrugated Metal pipe and Pipe Arches.

907-709.03.1--Materials. Delete the first sentence of the first paragraph of Subsection 709.03.1 on page 649, and substitute the following:

Bituminous coated corrugated metal pipe and arches shall conform to the requirements of AASHTO Designation: M 190 and be completely coated inside and out with an asphalt cement which will meet the performance requirements hereinafter set forth.

907-709.05--Polymer Coated Corrugated Metal Pipe and Pipe Arches. Delete the first sentence of the first paragraph of Subsection 709.05 on pages 649 and 650, and substitute the following:

Polymer coated corrugated metal pipe and arches shall conform to the requirements of AASHTO Designation: M 245, except the minimum gauge thickness shall be as shown on the plans or in the contract; however, corrugated metal pipe manufactured from sheets thicker than that specified will be acceptable when approved by the Engineer. The internal diameter of corrugated metal pipe will be determined by inside measurement between the crests of the corrugations. Corrugations greater than 3" x 1" will not be allowed in arch pipe.

907-709.06--Corrugated Metal Pipe for Underdrains. Delete the sentence in Subsection 709.06 on page 650, and substitute the following:

Corrugated metal pipe shall conform to AASHTO Designation: M 36, Type III. Type I pipe which has been perforated to permit the in-flow or out-flow of water may be used in lieu of Type III pipe.

907-709.06.1--Aluminized Corrugated Metal Culvert Pipe For Underdrains. All aluminized corrugated metal pipe for underdrains shall be manufactured from Type 2 corrugated metal pipe

and arches in accordance with the requirements of AASHTO Designation: M 36, Type III. Manufacturer must repair any damaged coating caused from perforating the pipe.

907-709.07--Bituminous Coated Corrugated Metal Pipe for Underdrains. Delete the sentence in Subsection 709.07 on page 650, and substitute the following:

Bituminous coated corrugated metal pipe shall conform to the requirements of AASHTO Designation: M 190, Type A with a bituminous coating applied in accordance with the requirements of Subsection 709.03. Manufacturer must repair any damaged coating caused from perforating the pipe.

907-709.08--Polymer Coated Corrugated Metal Pipe for Underdrains. Delete the sentence in Subsection 709.08 on page 650, and substitute the following:

The metal pipe for underdrains shall conform to the requirements of AASHTO Designation: M 245, Type III and the polymer coating shall conform to the requirements of Subsection 709.05. Type I pipe which has been perforated to permit the in-flow or out-flow of water may be used in lieu of Type III pipe. Manufacturer must repair any damaged coating caused from perforating the pipe.

907-709.09--Corrugated Aluminum Alloy Culvert Pipe and Arches. Delete the first sentence in Subsection 709.09 on page 650, and substitute the following:

Corrugated aluminum culvert pipe and arches shall conform to the requirements of AASHTO Designation: M 196, Type IA.

907-709.10--Corrugated Aluminum Alloy Pipe for Underdrains. Delete the first sentence in Subsection 709.10 on page 650, and substitute the following:

Corrugated aluminum pipe underdrains shall conform to the requirements of AASHTO Designation: M 196, Type III. Type I pipe which has been perforated to permit the in-flow or out-flow of water may be used in lieu of Type III pipe.

907-709.11--Bituminous Coated Corrugated Aluminum Alloy Culvert Pipe and Arches. Delete the sentence in Subsection 709.11 on page 650, and substitute the following:

Bituminous coated aluminum culvert pipe and arches shall conform to AASHTO Designation: M 196, Type IA, and in addition shall be coated inside and out as specified in Subsection 709.03. Manufacturer must repair any damaged coating caused from perforating the pipe.

907-709.13--Bituminous Coated Corrugated Aluminum Alloy Pipe for Underdrains. Delete the sentence in Subsection 709.13 on page 650, and substitute the following:

This pipe shall conform to AASHTO Designation: M 196, Type III, and shall be coated with bituminous material conforming to AASHTO Designation: M 190, type coating as specified. Manufacturer must repair any damaged coating caused from perforating the pipe.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-711-4

CODE: (IS)

DATE: 06/26/2009

SUBJECT: Synthetic Structural Fiber Reinforcement

Section 711, Reinforcement and Wire Rope, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

After Subsection 711.03.4.3 on page 665, add the following:

907-711.04--Synthetic Structural Fiber. The synthetic structural fibers shall be approved for listing in the Department's "Approved Sources of Materials" prior to use. The synthetic structural fibers shall be added to the concrete and mixed in accordance with the manufacturer's recommended methods.

907-711.04.1--Material Properties. The fibers shall meet the requirements of ASTM Designation: C 1116, Section 4.1.3. The fibers shall be made of polypropylene, polypropylene/polyethylene blend, nylon, or polyvinyl alcohol (PVA).

907-711.04.2--Minimum Dosage Rate. The dosage rate shall be such that the average residual strength ratio ($R_{150,3.0}$) of fiber reinforced concrete beams is a minimum of 20.0 percent when the beams are tested in accordance with ASTM Designation: C 1609. The dosage rate for fibers shall be determined by the following.

The fiber manufacturer shall have the fibers tested by an acceptable, independent laboratory acceptable to the Department and regularly inspected by the Cement and Concrete Reference Laboratory of the National Institutes of Standards and Technology and approved to perform ASTM Designations: C 39, C 78, and C192.

The laboratory shall test the fibers following the requirements of ASTM Designation: C 1609 in a minimum of three (3) test specimens cast from the same batch of concrete, molded in 6 x 6 x 20-inch standard beam molds meeting the requirements of ASTM Designation: C 31. The beams shall be tested on an 18-inch span. The tests for $R_{150,3.0}$ shall be performed when the average compressive strength of concrete used to cast the beams is between 3500 and 4500 psi. The tests for compressive strength shall follow the requirements of ASTM Designation: C 39. The average compressive strength shall be determined from a minimum of two (2) compressive strength cylinders.

The value for $R_{150,3}$ shall be determined using the following equation:

$$R_{150,3.0} = \frac{f_{150,3.0}}{f_1} \times 100$$

The residual flexural strength ($f_{150,3.0}$) shall be determined using the following equation:

$$f_{150,3.0} = \frac{P_{150,3.0} \times L}{b \times d^2}$$

where:

$f_{150,3.0}$ is the residual flexural strength at the midspan deflection of $L/150$, (psi),

$P_{150,3.0}$ is the residual load capacity at the midspan deflection of $L/150$, (lbf),

L is the span, (in),

b is the width of the specimen at the fracture, (in), and

d is the depth of the specimen at the fracture, (in).

For a 6 x 6 x 20-inch beam, the $P_{150,3.0}$ shall be measured at a midspan deflection of 0.12 inch.

Additionally, $R_{150,3.0}$, $f_{150,3.0}$, and $P_{150,3.0}$ may also be referred to as R_{150}^{150} , f_{150}^{150} , and P_{150}^{150} respectively.

At the dosage rate required to achieve the minimum $R_{150,3}$, the mixture shall both be workable and the fibers shall not form clumps.

The manufacturer shall submit to the State Materials Engineer certified test reports from the independent laboratory showing the test results of each test specimen.

907-711.04.3--Job Control Requirements. The synthetic structural fibers shall be one from the Department's "Approved Sources of Materials."

At the required dosage rate, the mixture shall both be workable and the fibers shall not form clumps to the satisfaction of the Engineer. If the mixture is determined by the Engineer to not be workable or have clumps of fibers, the mixture may be rejected.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-713-2

DATE: 04/04/2012

SUBJECT: Admixtures for Concrete

After the last sentence of the first paragraph of Subsection 907-713.02 on page 1, add the following.

Admixtures providing a specific performance characteristic(s) other than those of water reduction or set retardation shall meet the minimum requirements for Type S. For admixtures meeting the requirements for Type S, the manufacturer shall provide data to substantiate the specific performance characteristic(s) to the satisfaction of the State Materials Engineer.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-713-2

CODE: (IS)

DATE: 11/09/2010

SUBJECT: Admixtures for Concrete

Section 713, Concrete Curing Materials and Admixtures, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

After the second paragraph of Subsection 713.01.2 on page 676, add the following.

Type 1-D compound may be used on bridge rails, median barriers, and other structures requiring a spray finish. When Type 1-D compound is used, it will be the Contractor's responsibility to assure that the compound has dissipated from the structure prior to applying the spray finish and that the spray finish adheres soundly to the structure.

Delete Subsection 713.02 on pages 676 & 677, and substitute the following:

907-713.02--Admixtures for Concrete. Air-entraining admixtures used in Portland cement concrete shall comply with AASHTO Designation: M 154. Set-retarding, accelerating, and/or water-reducing admixtures shall comply with AASHTO Designation: M 194. Water-reducing admixture shall meet the minimum requirements for Type A. Set-retarding admixtures shall meet the minimum requirements for Type D.

In order to obtain approval of an admixture, the State Materials Engineer shall have been furnished certified test reports, made by an acceptable independent laboratory regularly inspected by the Cement and Concrete Reference Laboratory of the National Institutes of Standards and Technology, which show that the admixture meets all the requirements of the applicable AASHTO Standard Specification.

The Department reserves the right to sample, for check tests, any shipment or lot of admixture delivered to a project.

The Department reserves the right to require tests of the material to be furnished, using the specific cement and aggregates proposed for use on the project, as suggested in AASHTO Designation: M 154 and outlined in AASHTO Designation: M 194.

After an admixture has been approved, the Contractor shall submit to the State Materials Engineer, with each new lot of material shipped, a certification from the manufacturer in accordance with the requirements of Subsection 700.05.1 and stating the material is of the same composition as originally approved and has not been changed or altered in any way. The requirement in Subsection 700.05.1(b) is not required on the certification from the manufacturer.

Admixtures containing chlorides will not be permitted.

Failure to maintain compliance with any requirement of these specifications shall be cause for rejection of any previously approved source or brand of admixture.

Admixtures shall only be used in accordance with the manufacturer's recommended dosage range as set forth in the manufacturer's approval request correspondence. When an admixture is used in Portland cement concrete, it shall be the responsibility of the Contractor to produce satisfactory results.

907-713.02.1--Source Approval. In order to obtain approval of an admixture, the Producer/Suppliers shall submit to the State Materials Engineer the following for review: certified test reports, made by an acceptable independent laboratory regularly inspected by the Cement and Concrete Reference Laboratory of the National Institutes of Standards and Technology, which show that the admixture meets all the requirements of the applicable AASHTO or Department Specification for the specific type and the dosage range for the specific type of admixture.

907-713.02.2--Specific Requirements. Admixtures containing chlorides will not be permitted.

907-713.02.3--Acceptance. The Department reserves the right to sample, for check tests, any shipment or lot of admixture delivered to a project.

The Department reserves the right to require tests of the material to be furnished, using the specific cement and aggregates proposed for use on the project, as suggested in AASHTO Designation: M 154 and outlined in AASHTO Designation: M 194.

Failure to maintain compliance with any requirement of these specifications shall be cause for rejection of any previously approved source or brand of admixture.

With each new lot of material shipped the Contractor shall submit to the State Materials Engineer, a notarized certification from the manufacturer showing that the material complies with the requirements of the applicable AASHTO or Department Specification.

When an admixture is used, it shall be the responsibility of the Contractor to produce satisfactory results.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-714-6

DATE: 04/11/2013

SUBJECT: Miscellaneous Materials

In the fifth paragraph of Subsection 907-714.05.1 on page 1, change “6.0%” to “8.0%”.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-714-6

CODE: (IS)

DATE: 11/09/2010

SUBJECT: Miscellaneous Materials

Section 714, Miscellaneous Materials, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-714.05--Fly Ash. Delete Subsections 714.05.1 & 714.05.2 on pages 680 & 681, and substitute the following:

907-714.05.1--General. The fly ash source must be approved for listing in the Department's "Approved Sources of Materials" prior to use. The acceptance of fly ash shall be based on certified test reports, certification of shipment from the supplier, and tests performed on samples obtained after delivery in accordance with the Department's Materials Division Inspection, Testing, and Certification Manual and Department SOP.

Different classes of fly ash or different sources of the same class shall not be mixed or used in the construction of a structure or unit of a structure without written permission from the Engineer.

The Contractor shall provide suitable means for storing and protecting the fly ash from dampness. Separate storage silos, bins, or containers shall be provided for fly ash. Fly ash which has become partially set or contains lumps of caked fly ash shall not be used.

The temperature of the bulk fly ash shall not be greater than 165°F at the time of incorporation into the work.

All classes of fly ash shall meet the supplementary option chemical requirement for available alkalis listed in AASHTO Designation: M 295, Table 2. Class F fly ash shall have a calcium oxide (CaO) content of less than 6.0%. Class C fly ash shall have a CaO content of greater than or equal to 6.0%.

The replacement of Portland cement with fly ash shall be in accordance with the applicable replacement content specified in Subsection 907-701.02.2.

In addition to these requirements, fly ash shall meet the following specific requirements for the intended use.

907-714.05.2--Fly Ash for Use in Concrete. When used with Portland cement in the production of concrete or grout, the fly ash shall meet the requirements of AASHTO Designation: M 295, Class C or F, with the following exception:

The loss on ignition shall not exceed 6.0 percent.

No additional cementitious materials, such as blended hydraulic cement, GGBFS, metakaolin, or others, shall be added to or as a replacement for Portland cement when used with fly ash.

907-714.06--Ground Granulated Blast Furnace Slag (GGBFS). Delete Subsection 714.06.1 on page 681, and substitute the following:

907-714.06.1--General. The GGBFS source must be approved for listing in the Department's "Approved Sources of Materials" prior to use. The acceptance of GGBFS shall be based on certified test reports, certification of shipment from the supplier, and tests performed on samples obtained after delivery in accordance with the Department's Materials Division Inspection, Testing, and Certification Manual and Department SOP.

The Contractor shall provide suitable means for storing and protecting the GGBFS against dampness and contamination. Separate storage silos, bins, or containers shall be provided for GGBFS. GGBFS which has become partially set, caked or contains lumps shall not be used.

The State Materials Engineer shall be notified in writing of the nature, amount and identity of any processing or other additions made to the GGBFS during production.

GGBFS from different mills shall not be mixed or used alternately in any one class of construction or structure without written permission from the Engineer; except that this requirement will not be applicable to cement treatment of design soils or bases.

No additional cementitious materials, such as blended hydraulic cement, fly ash, metakaolin, or others, shall be added to or as a replacement for Portland cement when used with GGBFS in the production of concrete. The replacement of Portland cement with GGBFS shall be in accordance with the applicable replacement content specified in Subsection 907-701.02.2.

Delete Subsection 714.07 on page 682, and substitute the following:

907-714.07--Additional Cementitious Materials.

907-714.07.1--Metakaolin.

907-714.07.1.1--General. Metakaolin shall only be used as a supplementary cementitious material in Portland cement concrete for compliance with the requirements for cementitious materials exposed to soluble sulfate conditions. Metakaolin from different sources shall not be mixed or used alternately in any one class of construction or structure without written permission from the Engineer. No additional cementitious materials, such as blended hydraulic cement, fly ash, GGBFS, or others, shall be added to or as a replacement for Portland cement when used with metakaolin in the production of concrete.

The State Materials Engineer shall be notified in writing of the nature, amount and identity of any processing, or other additions made to the metakaolin during production.

907-714.07.1.2--Source Approval. The approval of each metakaolin source shall be on a case by case basis as determined by the State Materials Engineer. In order to obtain approval of a metakaolin source, the Producer/Suppliers shall submit to the State Materials Engineer the

following for review: certified test reports, made by an acceptable, independent laboratory regularly inspected by the Cement and Concrete Reference Laboratory of the National Institutes of Standards and Technology, which show that the metakaolin meets all the requirements of AASHTO Designation: M295, including the Effectiveness in contributing to sulfate resistance, Procedure A, listed in AASHTO Designation: M295, Table 4 for Supplementary Optional Physical Requirements, and other requirements listed herein.

In order to demonstrate effectiveness in contributing to sulfate resistance, included in this test data shall be results of metakaolin from the proposed source tested in accordance with ASTM Designation: C 1012. There shall be two sets of test specimens per the following:

- a. One set of test specimens shall be prepared using a Type I Portland cement meeting the requirements of AASHTO Designation: M85 and having a tricalcium aluminate (C_3A) content of more than 8.0%,
- b. One set of test specimens shall be prepared using a Type II Portland cement meeting the requirements of AASHTO Designation: M85.
- c. The proposed metakaolin shall be incorporated at the rate of 10% cement replacement in each set of test specimens and shall meet both of the acceptance criteria listed below for source approval.

The requirement for acceptance of the test sample using Type I Portland cement is an expansion of 0.10% or less at the end of six months. The requirement for acceptance of the test sample using Type II Portland cement is an expansion of 0.05% or less at the end of six months.

907-714.07.1.3--Storage. The Contractor shall provide suitable means for storing and protecting the metakaolin against dampness and contamination. Metakaolin which has become partially set, caked, or contains lumps shall not be used.

907-714.07.1.4--Specific Requirements. Metakaolin shall meet the requirements of AASHTO Designation: M 295, Class N with the following modifications:

1. The sum of $SiO_2 + Al_2O_3 + Fe_2O_3$ shall be at least 85%. The Material Safety Data Sheet shall indicate that the amount of crystalline silica, as measured by National Institute of Occupation Safety and Health (NIOSH) 7500 method, after removal of the mica interference, is less than 1.0%.
2. The loss on ignition shall be less than 3.0%.
3. The available alkalies, as equivalent Na_2O , shall not exceed 1.0%.
4. The amount of material retained on a No. 325 mesh sieve shall not exceed 1.0%.
5. The strength activity index at seven (7) days shall be at least 85%.

907-714.07.1.5--Acceptance. With each new lot of material shipped the Contractor shall submit to the State Materials Engineer a certified test report from the manufacturer showing that the material meets the requirements AASHTO Designation: M295, Class N and the requirements of this Subsection.

The Department reserves the right to sample, for check tests, any shipment or lot of metakaolin delivered to a project.

907-714.07.2--Silica Fume.

907-714.07.2.1--General. Silica fume shall only be used as a supplementary cementitious material in Portland cement concrete for compliance with the requirements for cementitious materials exposed to soluble sulfate conditions. Silica fume from different sources shall not be mixed or used alternately in any one class of construction or structure without written permission from the Engineer. No additional cementitious materials, such as blended hydraulic cement, performance hydraulic cement, fly ash, GGBFS, or others, shall be added to or as a replacement for Portland cement when used with silica fume in the production of concrete.

The State Materials Engineer shall be notified in writing of the nature, amount and identity of any processing, or other additions made to the silica fume during production.

907-714.07.2.2--Source Approval. The approval of each silica fume source shall be on a case by case basis as determined by the State Materials Engineer. In order to obtain approval of a silica fume source, the Producer/Suppliers shall submit to the State Materials Engineer the following for review: certified test reports, made by an acceptable, independent laboratory regularly inspected by the Cement and Concrete Reference Laboratory of the National Institutes of Standards and Technology, which show that the silica fume meets all the requirements of AASHTO Designation: M307, Table 3, including the Sulfate resistance expansion, listed in the table for Optional Physical Requirements, and other requirements listed herein.

In order to demonstrate effectiveness in contributing to sulfate resistance, included in this test data shall be results of silica fume from the proposed source tested in accordance with ASTM Designation: C 1012. There shall be two sets of test specimens per the following:

- a. One set of test specimens shall be prepared using a Type I Portland cement meeting the requirements of AASHTO Designation: M85 and having a tricalcium aluminate (C_3A) content of more than 8.0%,
- b. One set of test specimens shall be prepared using a Type II Portland cement meeting the requirements of AASHTO Designation: M85.
- c. The proposed silica fume shall be incorporated at the rate of 8% cement replacement in each set of test specimens and shall meet both of the acceptance criteria listed below for source approval.

The requirement for acceptance of the test sample using Type I Portland cement is an expansion of 0.10% or less at the end of six months. The requirement for acceptance of the test sample using Type II Portland cement is an expansion of 0.05% or less at the end of six months.

907-714.07.2.3--Storage. The Contractor shall provide suitable means for storing and protecting the silica fume against dampness and contamination. Silica fume which has become partially set, caked, or contains lumps shall not be used.

907-714.07.2.4--Acceptance. With each new lot of material shipped, the Contractor shall submit to the State Materials Engineer a certified test report from the manufacturer showing that the material meets the Chemical and Physical Requirements of AASHTO Designation: M307.

The Department reserves the right to sample, for check tests, any shipment or lot of silica fume

delivered to a project.

Delete Subsection 714.11.6 on pages 690 and 691, and substitute the following:

907-714.11.6--Rapid Setting Cementitious Patching Compounds for Concrete Repair.

Rapid setting concrete patching compounds must be approved for listing in the Department's "Approved Sources of Materials" prior to use. Upon approval, a product must be recertified every four (4) years to remain on the "Approved Sources of Materials" list. Each product shall be pre-measured and packaged dry by the manufacturer. All liquid solutions included by the manufacturer as components of the packaged material shall be packaged in a watertight container. The manufacturer may include aggregates in the packaged material or recommend the addition of Contractor furnished aggregates.

The type, size and quantity of aggregates, if any, to be added at the job site shall be in accordance with the manufacturer's recommendations and shall meet the requirements of Subsection 703.02 for fine aggregate and Subsection 703.03 for coarse aggregate. Required mixing water to be added at the job site shall meet the requirements of Subsection 714.01.2.

Only those bonding agents, if any, recommended by the manufacturer of the grout or patching compounds may be used for increasing the bond to old concrete or mortar surfaces.

Patching compounds containing soluble chlorides will not be permitted when in contact with steel.

Site preparation, proportioning of materials, mixing, placing and curing shall be performed in accordance with the manufacturer's recommendation for the specific type of application, and the Contractor shall furnish a copy of these recommendations to the Engineer.

Rapid setting cementitious concrete patching compounds, including components to be added at the job site, shall conform to the following physical requirements:

Non-shrink cementitious grouts shall not be permitted for use.

Compressive strength shall equal or exceed 3000 psi in 24 hours in accordance with ASTM C 928 for Type R2 concrete or mortar.

Bond strength shall equal or exceed 1000 psi in 24 hours in accordance with ASTM C 928 for Type R2 concrete or mortar.

The material shall have a maximum length change of $\pm 0.15\%$ in accordance with ASTM C 928 for Type R2 concrete or mortar.

The Contractor shall furnish to the Engineer three copies of the manufacturer's certified test report(s) showing results of all required tests and certification that the material meets the specifications when mixed and placed in accordance with the manufacturer's instructions. When the mixture is to be placed in contact with steel, the certification shall further state that the packaged material contains no chlorides. Certified test report(s) and certification shall be furnished for each lot in a shipment.

The proportioning of materials must be approved by the State Materials Engineer and any subsequent change in proportioning must also be approved. A sample of each component shall be submitted to the Engineer along with the quantity or percentage of each to be blended. At least 45 days must be allowed for initial approval.

The proportioning of materials for subsequent lots may be approved by the State Materials Engineer upon receipt of certification from the manufacturer that the new lot of material is the same composition as that originally approved by the Department and that the material has not been changed or altered in any way.

907-714.11.7--Commercial Grout for Anchoring Doweled Tie Bars in Concrete. Before Subsection 714.11.7.1 on page 691, add the following:

Approved Non-“Fast Set” Epoxy anchor systems as specified below may be used for the repair of concrete pavements that do not involve permanent sustained tension applications or overhead applications.

“*Fast Set Epoxy*” may not be used for any Adhesive Anchor Applications. Adhesive Anchor Systems (Fast Set epoxy or otherwise) shall not be used for permanent sustained tension applications or overhead applications. “Fast Set Epoxy” refers to an epoxy produced by the Sika Corporation called Sikadur AnchorFix-3 and repackaged for sale under a variety of names/companies listed at the Federal Highway Administration web site at the following link:

<http://www.fhwa.dot.gov/Bridge/adhesives.cfm>

907-714.11.7.4--Acceptance Procedure. After the last sentence of the first paragraph of Subsection 714.11.4 on page 691, add the following:

Upon approval, a product must be recertified every four (4) years to remain on the “Approved Sources of Materials” list.

907-714.11.8--Epoxy Joint Repair System.

907-714.11.8.1--General. After the last sentence of the first paragraph of Subsection 714.11.8.1 on page 692, add the following:

Upon approval, a product must be recertified every four (4) years to remain on the “Approved Sources of Materials” list.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-715-3

DATE: 06/14/2012

SUBJECT: Roadside Development Materials

Add the following to the table in Subsection 907-715.03.2 on page 1.

Wheat	-	80	98
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MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-715-3

CODE: (IS)

DATE: 01/25/2008

SUBJECT: Roadside Development Materials

Section 715, Roadside Development Materials, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-715-02.2.1--Agricultural Limestone. Delete the first sentence of Subsection 715-02.2.1 on page 704 and substitute the following.

Agricultural limestone shall be either a hard-rock limestone material or a marl or chalk agricultural liming material as addressed in the latest amendment to the Mississippi Agricultural Liming Material Act of 1993, published by the Mississippi Department of Agriculture and Commerce.

907-715.02.2.1.1--Screening Requirements. Delete the first sentence of Subsection 715.02.2.1.1 on page 704.

Delete Subsection 715.02.2.1.2 on page 704 and substitute the following:

907-715-02.2.1.2--Calcium Carbonate Equivalent. Marl or chalk liming material shall not have less than 70% calcium and magnesium carbonate calculated as calcium carbonate equivalent when expressed on a dry weight basis.

907-715-02.2.1.3--Neutralizing Values. Hard-rock limestone material shall have a minimum Relative Neutralizing Value (RNV) of 63.0%, which is determined as follows:

$$\% \text{ RNV} = \text{CCE} \times (\% \text{ passing } \#10 \text{ mesh} + \% \text{ passing } \#50 \text{ mesh})/2$$

Where: CCE = Calcium Carbonate Equivalent

907-715.03--Seed.

907-715.03.2--Germination and Purity Requirements. Add the following to Table B on page 705.

Name (Kind)	Name (Variety)	Percent Germination	Percent Purity
GRASSES			
Rye Grass	Annual	80	98

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-720-1

DATE: 10/04/2012

SUBJECT: Pavement Marking Material

Before Subsection 907-720.02 on page 1, add the following.

907-720.01--Glass Beads. After the first sentence of Subsection 720.01 on page 729, add the following.

The glass beads shall contain no more than 200 ppm (mg/kg) total concentration for lead, arsenic, or antimony. The manufacture shall furnish the Engineer with a certified test report indicating that the glass beads meet the above requirement.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-720-1

CODE: (IS)

DATE: 3/17/2008

SUBJECT: Pavement Markings Materials

Section 720, Pavement Marking Materials, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-720.02--Thermoplastic Pavement Markings. Delete the first paragraph of Subsection 720.02 on page 730 and substitute the following:

The thermoplastic material shall be lead free and conform to AASHTO Designation: M 249 except the glass beads shall be moisture resistant coated.

After the first sentence of the second paragraph of Subsection 720.02 on page 730, add the following:

In addition, the certification for the thermoplastic material shall state that the material is lead free.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-804-13

DATE: 02/14/2013

SUBJECT: Concrete Bridges And Structures

After the second paragraph of Subsection 907-804.02.10 on page 2, add the following.

After the first paragraph of Subsection 804.02.10 on page 850, add the following.

If the Contractor chooses to cure the concrete in accordance with the requirements listed under **Length of Time Defined by Development of Compressive Strength** in Subsection 907-804.03.17, the compressive strength/maturity relationship shall be developed for the mixture design for a minimum of 28 days following the requirements of Subsection 907-804.03.15. The compressive strength/maturity relationship information shall be submitted with the mixture design information.

In the ** Note of Subsection 907-804.02.10 on page 2, delete “metakaolin” from the list of other cementitious materials.

After the first sentence of the last paragraph of Subsection 907-804.02.10 on page 3, add the following.

Mixture designs containing accelerating admixtures will not be approved. Admixtures providing a specific performance characteristic other than those of water reduction or set retardation may be used in accordance with the manufacturer’s recommended dosage range.

After Subsection 907-804.02.10.1.1 on page 3, add the following.

907-804.02.10.1.2--Proportioning on the Basis of Laboratory Trial Mixtures. Delete subparagraph d) of Subsection 804.02.10.1.2 on pages 852 & 853, and substitute the following.

- d) For each proposed mixture, at least three compressive test cylinders shall be made and cured in accordance with AASHTO Designation: T 126. Each change of water-cementitious ratio shall be considered a new mixture. The cylinders shall be tested for strength in accordance with AASHTO Designation: T 22 and shall be tested at 28 days.

After Subsection 907-804.02.10.3 on page 4, add the following.

After Subsection 804.02.10.3 on page 853, add the following.

907-804.02.10.3.1--Slump Retention of Class DS Concrete Mixture Designs. Prior to concrete placement, the Contractor shall provide test results of a slump loss test using approved methods to demonstrate that the mixture meets the four hour requirement in Subsection 907-803.02.7.1. These tests shall be conducted successfully by an approved testing laboratory within

30 days prior to installation of the trial shaft, with personnel from the Department's Central Laboratory present. The slump loss test shall be conducted at temperatures and conditions similar to those expected at the job site at the time of the installation of the trial shaft. The sample for the slump loss test shall be from a minimum batch size of four cubic yards of concrete. If the time between the previous successful slump loss test and the installation of the trial shaft exceeds 30 days, another successful slump loss test shall be performed on the first truckload of concrete as part of the installation of the trial shaft. This requirement limiting the time between the previous slump loss test and an installation of the trial shaft also applies to Class DS concrete mixture designs being transferred from another project. During any shaft installation a slump loss test shall be conducted by the Contractor at the direction of the Engineer from the concrete at the site for verification of slump loss requirements using a sample from a minimum batch size of four cubic yards of concrete.

Before Subsection 907-804.02.12.3 on page 5, add the following.

907-804.02.12.1.1--Elements of Plan. After item 3) in Subsection 804.02.12.1.1 on page 855, add the following.

4) Job Site Batch Adjustments by Addition of Chemical Admixtures:

The Plan shall address if the Contractor intends to adjust either the slump and/or total air content of a batch on the job site by adding chemical admixture(s) to a batch. The Contractor shall include the names of the personnel designated to perform this batch adjustment, the equipment used to add the chemical admixture(s), and the procedure by which the batch adjustment will be accomplished. Only the Contractor's designated personnel shall adjust a batch. Only calibrated dispensing equipment shall be used to add chemical admixture(s) to a batch. Only the procedure described in section of the Plan shall be utilized.

If the maximum permitted slump or total air content is exceeded after the addition of admixtures at the job site, the concrete shall be rejected.

If the Contractor elects to utilize Job Site Batch Adjustments by Addition of Chemical Admixture within Item 2, Procedures for Corrective Actions for Non Compliance of Specifications, to adjust batches which do not meet the minimum specification requirements for slump and/or total air content, no more than three batches on any one project shall be allowed to be adjusted.

5) Construction of Concrete Bridge Decks, including the following:

- the description of the equipment used for placing concrete on the bridge deck in accordance with Subsection 907-804.03.6 and, as applicable, Subsections 907-804.03.7 and 907-804.03.8 including any accessories added to the pump to ensure the entrained air in the concrete mixture remains entrained during pumping and depositing of the concrete mixture,
- the description of and the number of pieces of equipment used to consolidate the concrete in accordance with Subsection 907-804.03.6.2,

- the description of the equipment used to finish the bridge deck in accordance with Subsection 907-804.03.19.7,
- the plan for ensuring a continuous rate of finishing the bridge deck without delaying the application of curing materials within the time specified in Subsection 907-804.03.17, including ensuring a continuous supply of concrete throughout the placement with an adequate quantity of concrete to complete the deck and filling diaphragms and end walls in advance of deck placement,
- the plan for applying the curing materials within the time specified in Subsection 907-804.03.17,
- the description of the powered fogging equipment in accordance with Subsection 907-804.03.17,
- a sample of the documentation used as the daily inspection report for ensuring maintenance of the continuous wet curing in accordance with Subsection 907-804.03.17, as required,
- the description of the equipment used to apply the liquid membrane, including but not limited to, the nozzles, pumping/pressurization equipment, and liquid membrane tanks, in accordance with Subsection 907-804.03.17,
- the method for determining the rate of applied liquid membrane meets the application rate requirements in accordance with Subsection 907-804.03.17,
- a sample of the documentation used for the application rate verification of the liquid membrane in accordance with Subsection 907-804.03.17.

After Subsection 907-804.03.6.2 on page 7, add the following.

907-804.03.8--Pumping Concrete. Delete the second paragraph of Subsection 804.03.8 on page 866, and substitute the following.

Where concrete mixture is conveyed and placed by mechanically applied pressure (pumping), the equipment shall be suitable in kind and adequate in capacity for the work. The Contractor shall select concrete mixture proportions such that the concrete mixture is pumpable and placeable with the selected equipment.

The pumping equipment shall be thoroughly cleaned prior to concrete placement. Excess form release agent shall be removed from the concrete pump hopper. The Contractor shall prime the pump at no additional cost to the Department by pumping and discarding enough concrete mixture to produce a uniform mixture exiting the pump. At least 0.25 cubic yard of concrete mixture shall be pumped and discarded to prime the pump. This shall be accomplished by using the pump to fill a commercially-available six (6) cubic foot wheelbarrow to overflowing or filling a commercially-available eight (8) cubic foot wheel barrow to level. Only concrete mixture shall be added directly into the concrete pump hopper after placement has commenced. If anything other than concrete mixture is added to the concrete pump hopper, all concrete mixture in the concrete pump hopper and pump line shall be discarded and the pump re-primed at no additional cost to the Department.

The discharge end of the pump shall be of such a configuration that the concrete does not move in the pump line under its own weight. The intent of this requirement is to ensure that entrained air in the concrete mixture remains entrained during pumping and depositing the concrete mixture. This shall be accomplished with one or both of the following:

- a minimum 10-foot flexible hose attached to the discharge end of a steel reducer having a minimum length of three (3) feet and a minimum reduction in area of 20% which is attached to the discharge end of the pump line, or
- a flexible reducing hose to the discharge end of the pumpline with a minimum reduction in area of 20% over a minimum 10-foot hose length.

Regardless of the configuration chosen, the Contractor shall ensure that the concrete is pumped and does not free-fall more than five (5) feet within the entire length of pump line and after discharge from the end of pump line.

The Contractor shall not have any type of metal elbow, metal pipe, or other metal fitting within five (5) feet of any person during discharge of concrete mixture.

Boom pumps shall have a current Concrete Pump Manufacturers Association's ASME/ANSI B30.27 certification. Equipment added to the boom and pump line shall meet the pump manufacturer's specifications and shall not exceed the manufacturer's maximum recommended weight limit for equipment added to the boom and pump line.

The operation of the pump shall be such that a continuous stream of concrete without air pockets is produced. When pumping is completed, the concrete remaining in the pipe line, if it is to be used, shall be ejected in such a manner that there will be no contamination of the concrete or separation of the ingredients. After this operation, the entire equipment shall be thoroughly cleaned.

Before Subsection 907-804.03.15 on page 7, add the following.

907-804.03.14.2--Stay-In-Place Metal Forms. Delete the sentence in Subsection 804.03.14.2 on page 871 and substitute the following.

Stay-in-place (SIP) metal forms are corrugated metal sheets permanently installed between the supporting superstructure members. After the concrete has cured, these forms shall remain in place as permanent, non-structural members of the bridge.

Pay quantities for bridge deck concrete will be computed from the dimensions shown in the Contract Plans with no allowance for changes in deflection and /or changes in dimensions necessary to accommodate the SIP metal forms.

There will be no direct payment for the cost of the forms and form supports, or any material, tools, equipment, or labor incidental thereto, but the cost shall be considered absorbed in the contract unit price for bridge deck concrete.

Before fabricating any material, three (3) complete sets of SIP metal form shop drawings and design calculations, bearing the Design Engineer's Seal, shall be submitted to the Director of Structures, State Bridge Engineer, through the Project Engineer, for review. The Contractor's SIP metal form Design Engineer shall be a MS Registered Professional Engineer who is knowledgeable in the field of structural design.

In no case shall additional dead load produced by the use of SIP metal forms overstress any bridge component. Design calculations shall indicate any additional dead load from SIP metal form self-weight, form support hangers, concrete in flutes, concrete due to form deflection, etc. not included in the Contract Plans. The additional dead loads shall be clearly labeled and tabulated on the shop drawings. Bridge Division will evaluate the additional load for overstress of the bridge components. In the event that the additional dead load produces an overstress in any bridge component, Bridge Division will reject the Contractor's design. Deflection and loads produced by deflection of the SIP metal forms shall be considered and indicated in the design calculations.

The cambers and deflections provided in the Contract Plans do not consider the effects of SIP metal forms. The Contractor's Engineer shall take into account the weight of the forms and any additional dead load when developing the "Bridge Superstructure Construction Plan".

For the purpose of reducing any additional dead load produced by the SIP metal forms, the flutes of SIP metal forms may be filled with polystyrene foam. When polystyrene foam is used to fill the forms, the form flutes shall be filled completely; no portion of the polystyrene foam shall extend beyond the limits of the flutes. The Contractor shall ensure that the polystyrene foam remains in its required position within flutes during the entire concrete placement process. The Contractor shall not use reinforcing steel supports or other accessories in such a manner as to cause damage to the polystyrene foam. All damaged polystyrene foam shall be replaced to the satisfaction of the Project Engineer. All welding of formwork shall be completed prior to placement of polystyrene foam.

For bridges not located in horizontal curves, the Contractor may reduce the additional dead load by matching the flute spacing with the transverse steel spacing of the bottom layer. The bottom longitudinal layer of steel shall have one (1) inch of minimum concrete cover measured from the bottom of the reinforcing to the top of the flute. The Contractor will not be allowed to vary the reinforcing steel spacing or size from the Contract Plans for the purpose of matching flute spacing.

907-804.03.14.2.1--Materials. SIP metal forms and supports shall meet the requirements of ASTM Designation: A653 having a coating designation G165. Form materials that are less than 0.03-inch uncoated thickness shall not be allowed.

907-804.03.14.2.2--Certification. The Contractor shall provide written certification from the manufacturer stating the product meets the requirements of this specification to the Project Engineer along with the delivery of the coated forms to the job site.

All welds shall be performed by certified welders meeting the requirements of the approved shop drawings.

907-804.03.14.2.3--Polystyrene Foam. The polystyrene foam shall be comprised of expanded polystyrene manufactured from virgin resin of sufficient density to support the weight of concrete without deformation. The polystyrene foam shall be extruded to match the geometry of the flutes and provide a snug fit. The polystyrene foam shall have a density of not less than 0.8 pounds per cubic foot. The polystyrene foam shall have water absorption of less than 2.6% when tested according to ASTM Designation: C272. The Contractor shall provide written certification

from the manufacturer stating the polystyrene foam product meets the requirements of this specification to the Project Engineer along with the delivery of the coated forms to the job site.

907-804.03.14.2.4--Design. The design of the SIP metal forms shall meet the following criteria.

1. The maximum self-weight of the stay in place metal forms, plus the weight of the concrete or expanded polystyrene required to fill the form flutes (where used), shall not exceed 20 psf.
2. The forms shall be designed on the basis of dead load of form, reinforcement, and plastic concrete plus 50 pounds per square foot for construction loads. The design shall use a unit working stress in the steel sheet of not more than 0.725 of the specified minimum yield strength of the material furnished, but not to exceed 36,000 psi.
3. Deflection under the weight of the forms, reinforcement, and plastic concrete shall not exceed 1/180 of the form span or 1/2 inch, whichever is less, for form spans of 10 feet or less, or 1/240 of the form span or 3/4 inch, whichever is less, for form spans greater than 10 feet.
4. The design span of the form shall equal the clear span of the form plus two (2) inches. The span shall be measure parallel to the form flutes.
5. Physical design properties shall be computed in accordance with requirements of the AISI Specifications for the Design of Cold Formed Steel Structural Members, latest published edition.
6. The design concrete cover required by the plans shall be maintained for all reinforcement.
7. The plan dimensions of both layers of primary deck reinforcement from the top surface of the concrete deck shall be maintained.
8. The SIP metal form shall not be considered as lateral bracing for compression flanges of supporting structural members.
9. SIP metal forms shall not be used under closure pours or in bays where longitudinal slab construction joints are located. SIP metal forms shall not be used under cantilevered slabs such as the overhang outside of fascia members.
10. Forms shall be secured to the supporting members by means other than welding directly to the member. Welding to the top flanges of steel stringers and/or girders shall not be allowed. Alternate installation procedures shall be submitted addressing this condition.

907-804.03.14.2.5--Construction. SIP metal form sheets shall not rest directly on the top of the stringer or floor beam flanges. Sheets shall be fastened securely to form supports, and maintain a minimum bearing length of one (1) inch at each end for metal forms. Form supports shall be placed in direct contact with the flange of the stringer or floor beam. All attachments for coated metal forms shall be made by bolts, clips, screws, or other approved means.

907-804.03.14.2.6--Form Galvanizing Repairs. Where forms or their installation are unsatisfactory in the opinion of the Project Engineer, either before or during placement of the concrete, the Contractor shall correct the defects before proceeding with the construction work. The cost of such corrective work shall be at the sole expense of the Contractor. Minor heat discoloration in areas of welds shall not be touched up.

907-804.03.14.2.7--Placing of Concrete. The Contractor shall insure that concrete placement does not damage the SIP metal forms. The concrete shall be vibrated to avoid honeycomb and voids, especially at construction joints, expansion joints, valleys and ends of form sheets. Approved pouring sequences shall be used. Calcium chloride or any other admixture containing chloride salts shall not be used in the concrete. The completed SIP metal form system shall be sufficiently tight to prevent leakage of mortar or concrete.

907-804.03.14.2.8--Inspection. The Project Engineer will observe the Contractor's method of construction during all phases of the construction of the bridge deck slab, including the installation of the SIP metal form system; location and fastening of the reinforcement; composition of concrete items; mixing procedures, concrete placement, and vibration; and finishing of the bridge deck. Should the Project Engineer determine that the procedures used during the placement of the concrete warrant inspection of the underside of the deck, at least one section of the metal forms shall be removed in each span for this purpose. This shall be done as soon after placing the concrete as practical in order to provide visual evidence that the concrete mix and the procedures are obtaining the desired results. An additional section shall be removed in any span if the Project Engineer determines that there has been any change in the concrete mix or in the procedures warranting additional inspection.

If, in the Project Engineer's judgment, inspection is needed to check for defects in the bottom of the deck or to verify soundness, the SIP metal forms shall be sounded with a hammer after the deck concrete has been in place a minimum of two days. If sounding discloses areas of doubtful soundness to the Project Engineer, the SIP metal forms shall be removed from such areas for visual inspection after the concrete has attained adequate strength. The SIP metal bridge deck forms shall be removed at no expense to the State.

At locations where sections of the metal forms have been removed, the Project Engineer will not require the Contractor to replace the metal forms. The adjacent metal forms and supports shall be repaired to present a neat appearance and to ensure their satisfactory retention. As soon as the form is removed, the Project Engineer will examine the concrete surfaces for cavities, honeycombing, and other defects. If irregularities are found and the Project Engineer determines that these irregularities do not justify rejection of the work, the concrete shall be repaired as directed by the Project Engineer. If the Project Engineer determines that the concrete where the form is removed is unsatisfactory, additional metal forms as necessary shall be removed to inspect and repair the slab, and the Contractor's method of construction shall be modified as required to obtain satisfactory concrete in the slab. All unsatisfactory concrete shall be removed and replaced as directed at no expense to the State.

If the method of construction and the results of the inspections as outlined above indicate that sound concrete has been obtained throughout the slabs, the amount of sounding and form removal may be reduced when approved by the Project Engineer.

The Contractor shall provide a safe and convenient means of conducting of the inspection.

Delete Table 6 of Subsection 907-804.03.15 on page 8, and substitute the following.

Table 6
Minimum Compressive Strength Requirements for Form Removal

Forms:

Columns	1000 psi
Side of Beams	1000 psi
Walls not under pressure	1000 psi
Other Parts	1000 psi

Centering:

Under Beams	2400 psi
Under Bent Caps	2000 psi

Limitation for Placing Beams on:

Pile Bents, pile under beam	2000 psi
Frame Bents, two or more columns	2200 psi
Frame Bents, single column	2400 psi

Forms for bridge deck slabs overhead and bridge deck slabs between beams shall be removed with the approval of the Engineer, between two weeks and four weeks after the removal of the wet burlap applied in accordance with Subsection 907-804.03.17.1, or application of liquid membrane applied in accordance with Subsection 907-804.03.17.2.

Delete the second paragraph of Subsection 907-804.03.16.1 on page 9, and substitute the following.

At the option of the Contractor with the approval of the Engineer, when concrete is placed during cold weather and there is a probability that the ambient temperatures will be lower than 40°F, an approved maturity meter may be used to determine concrete strengths by inserting probes into concrete placed in a structure. The minimum number of maturity meter probes required for each structural component shall be in accordance with Table 7. An approved insulating blanketing material shall be used to protect the work when ambient temperatures are less than 40°F and shall remain in place until the required concrete strength in Table 6 is achieved. Within 30 minutes of removal of the insulating blanketing material in any area, the Contractor shall have curing of the concrete established in accordance with the requirements in Subsection 907-804.03.17. Procedures for using the maturity meter and developing the strength/maturity relationship shall follow the requirements of AASHTO Designation: T 325 and ASTM Designation: C 1074 specifications. Technicians using the maturity meter or calculating strength/maturity graphs shall be required to have at least two hours of training prior to using the maturity equipment.

Before Subsection 907-804.03.19 on page 9, add the following.

907-804.03.17--Curing Concrete. Delete Subsection 804.03.17 on pages 874 & 875, and substitute the following.

Curing is defined as all actions taken to ensure the moisture and temperature conditions of freshly placed concrete exist so the concrete may develop its potential properties. Curing shall take place from the time of placement until its potential properties have developed. The Contractor shall use the guidance in ACI 308R-01 to:

- a) cure the concrete in such a manner as to prevent premature moisture loss from the concrete,
- b) supply additional moisture to the concrete as required in order to ensure sufficient moisture within the concrete, and
- c) maintain a concrete temperature beneficial to the concrete.

Curing in accordance with the requirements in either Subsection 907-804.03.17.1 or Subsection 907-804.03.17.2 shall be completely established within 20 minutes after finishing, except as noted for bridge decks. Finishing is complete when the pan drag, burlap drag, or other is complete.

The length of time for curing shall be maintained in accordance with either of the following:

1. Prescribed Length of Time:

- a) Curing following the requirements of Subsection 804.03.17.1 shall continue uninterrupted for at least 14 days.
- b) Curing following the requirements of Subsection 804.03.17.2 shall continue uninterrupted for at least 10 days.

OR

2. Length of Time Defined by Development of Compressive Strength:

Curing following the application requirements of Subsection 907-804.03.17.1 or Subsection 907-804.03.17.2 shall continue uninterrupted for each day's production until the compressive strength of the concrete exceeds 75% of the 28-day compressive strength submitted as the Basis of Proportioning per Subsection 907-804.02.10.1. Therefore, if an area is being cured in accordance with Subsection 907-804.03.17.1, the curing by wet burlap shall continue until the concrete in that area has attained a minimum of 75% of the 28-day compressive strength submitted as the Basis of Proportioning per Subsection 907-804.02.10.1. Likewise, if an area is being cured in accordance with Subsection 907-804.03.17.2, the curing by liquid membrane shall continue until the concrete in that area has attained a minimum of 75% of the 28-day compressive strength submitted as the Basis of Proportioning per Subsection 907-804.02.10.1.

The compressive strength of the concrete may be determined by the use of maturity meter in accordance with Subsection 907-804.03.15.

907-804.03.17.1--Water With Waterproof Cover. All burlap shall be completely saturated and wet prior to placing it on the concrete. The burlap shall have been fully soaked in water for a minimum of 12 hours prior to placement on the concrete.

For bridge decks, the Contractor shall apply one (1) layer of saturated burlap within 20 minutes of the initial strike-off for bridges without a skew and 25 minutes of the initial strike-off for bridges with a skew. For all other concrete, the Contractor shall apply one (1) layer of saturated burlap within 20 minutes of completing finishing.

Following the first layer of burlap, the Contractor shall apply a second layer of saturated burlap within five (5) minutes of applying the first layer. The concrete surface shall not be allowed to dry after strike-off or at any time during the curing period.

The Contractor shall maintain the burlap in a fully wet condition using powered fogging equipment capable of producing a fog spray of atomized droplets of water until the concrete has gained sufficient strength to allow foot traffic without the foot traffic marring the surface of the concrete. Burlap shall not be maintained in the fully wet condition using equipment which does not produce a fog spray of atomized droplets of water or by use of manually pressurized sprayers. For bridge decks, once the concrete has gained sufficient strength to allow foot traffic which does not mar the surface of the concrete, soaker hoses shall be placed on the burlap. The soaker hoses shall then be supplied with running water continuously to maintain continuous saturation of all burlap and the entire concrete surface.

If there is a delay in the placement of the first layer of saturated burlap outside the time limit, the struck-off and finished concrete shall be kept wet by use of the powered fogging equipment used to keep the burlap wet.

White polyethylene sheets shall be placed on top of the wet burlap and, as applicable, soaker hoses covering the entire concrete surface as soon as practical and not more than 12 hours after the placement of the concrete. White polyethylene sheets of the widest practical width shall be used, overlapping adjacent sheets a minimum of six inches (6") and tightly sealed with an adhesive like pressure sensitive tape, mastic, glue, or other approved methods to form a complete waterproof cover of the entire concrete surface. White polyethylene sheets which overlap a minimum of two feet (2') may be held in place using means other than an adhesive. The white polyethylene sheets shall be secured so that wind will not displace them. The Contractor shall immediately repair the broken or damaged portions or replace sections that have lost their waterproof qualities.

If burlap and/or white polyethylene sheets are temporarily removed for any reason during the curing period, the Contractor shall keep the entire exposed area continuously wet. The saturated burlap and white polyethylene sheets shall be replaced, resuming the specified curing conditions, as soon as possible.

The Contractor shall inspect the concrete surface once every 8 hours for the entirety of the curing period, so that all areas remain wet for the entire curing period and all curing requirements are satisfied and document the inspection in accordance with Subsection 907-804.03.17.1.1.

At the end of the curing period, one coating of liquid membrane shall be applied following the requirements of Subsection 907-804.03.17.1.2. The purpose of the coating of liquid membrane is

to allow for slow drying of the concrete. The application of liquid membrane to any area shall be complete within 30 minutes of the beginning of removal of the white polyethylene sheets, soaker hoses, and burlap from this area.

907-804.03.17.1.1--Documentation. The Contractor shall provide the Engineer with a daily inspection report that includes:

- documentation that identifies any deficiencies found (including location of deficiency);
- documentation of corrective measures taken;
- a statement of certification that all areas are wet and all curing material is in place on the entire bridge deck;
- documentation showing the time and date of all inspections and the inspector's signature;
- documentation of any temporary removal of curing materials including location, date and time, length of time curing was removed, and means taken to ensure exposed area was kept continuously wet.

907-804.03.17.1.2--Liquid Membrane. At the end of the 14-day wet curing period the wet burlap and polyethylene sheets shall be removed and within 30 minutes, the Contractor shall apply white liquid membrane to the deck. The liquid membrane shall be thoroughly mixed within the time recommended by the liquid membrane producer but no more than an hour before use. If the use of liquid membrane results in a streaked or blotched appearance, the method shall be stopped and water curing applied until the cause of defective appearance is corrected.

The liquid membrane shall be applied when no free water remains on the surface but while the surface is still wet. The liquid membrane shall be applied according to the manufacturer's instructions with a minimum spreading rate per coat of one (1) gallon per 200 square feet of concrete surface. If the concrete is dry or becomes dry, the Contractor shall thoroughly wet it with water applied as a fog spray by means of approved equipment.

The application of liquid membrane shall be accomplished by the use of power applied spray equipment using nozzles and other equipment recommended by the liquid membrane producer. Manually pressurized or manual pump-up type sprayers shall not be used to apply the first application of liquid membrane.

As a visual guide, the color of concrete covered with the required amount of liquid membrane should be indistinguishable from a sheet of commercially available standard "letter" size white copier paper placed on top of it when viewed from a distance of about five feet (5') away horizontally if standing on the same grade as the concrete. The appearance of the concrete does not supersede applying the minimum spreading rate.

The coating shall be protected against marring for at least seven (7) days after the application of the curing compound. The coating on bridge decks shall receive extra attention and may require additional protection as required by the Engineer. All membrane marred or otherwise disturbed shall be given an additional coating. Manually pressurized or manual pump-up type sprayers may be used for giving marred areas the required additional application of liquid membrane. Should the surface coating be subjected repeatedly to injury, the Engineer may require that the water curing method be applied at once.

The 7-day period during which the liquid membrane is applied and protected shall not be reduced even if the period of wet curing is extended past the required 14 days.

907-804.03.17.1.2.1--Liquid Membrane Documentation. The Contractor shall make available to the Engineer an application rate verification method and any information necessary during application of the liquid membrane to verify that the rate of application meets the prescribed rate for the various surfaces of the concrete, including, but not limited to, the top surface of the bridge deck and exposed sides of the bridge deck after any forms are removed. The Contractor shall submit this application verification method to the Engineer in accordance with Subsection 907-804.02.12.1.1.

One method of verifying the rate of application is as follows:

1. Determine the volume of liquid membrane in the container. For a container with a uniform cross-sectional area, for example a 55-gallon drum, determine the area of the cross-section. Determine the height of the surface of the liquid membrane from the bottom of the container. This may be accomplished by inserting a sufficiently long, clean dip-stick parallel with the axis of the container into the liquid membrane until the inserted end of the dip-stick contacts the bottom of the container. On removing the dip-stick, measure the length from the end which was inserted to the point on the dip-stick where the liquid membrane ceases to coat the dip-stick. Multiply the area of the cross-section by the height of the level of liquid membrane, maintaining consistent units, to determine the volume.
2. Perform step 1 prior to beginning applying the liquid membrane to establish the initial volume.
3. During the period of application, perform step 1 each 100 square feet of bridge deck.
4. In order to meet the required application rate of one (1) gallon per 200 square feet, the amount in the container shall be at least 0.5 gallon less than the previous volume in the previous 100 square feet. Other changes in volume may apply depending on the manufacturer's recommended application rate.
5. Additional applications to an area shall be applied until the required rate is satisfied. Areas which are not visually satisfactory to the Engineer shall have additional liquid membrane applied as directed by the Engineer.

The amount of liquid membrane applied shall be determined each day using the application verification method. This information shall be submitted to the Engineer within 24 hours of applying the liquid membrane.

907-804.03.17.2--Liquid Membrane Method. Surfaces on which curing is to be by liquid membrane shall be given the required surface finish prior to the application of liquid membrane. Concrete surfaces cured by liquid membrane shall receive two applications of white liquid membrane. Neither application shall be made from a position supported by or in contact with the freshly placed concrete. Both applications shall be applied perpendicularly to the surface of the concrete.

When using liquid membrane, the liquid membrane shall be thoroughly mixed within the time recommended by the liquid membrane producer but no more than an hour before use. If the use of liquid membrane results in a streaked or blotched appearance, the method shall be stopped and water curing applied until the cause of defective appearance is corrected.

The application of liquid membrane shall be accomplished by the use of power applied spray equipment using nozzles and other equipment recommended by the liquid membrane producer. Manually pressurized or manual pump-up type sprayers shall not be used to apply the first two applications of liquid membrane.

The liquid membrane shall be applied when no free water remains on the surface but while the surface is still wet. The liquid membrane shall be applied according to the manufacturer's instructions with a minimum spreading rate per coat of one (1) gallon per 200 square feet of concrete surface. If the concrete is dry or becomes dry, the Contractor shall thoroughly wet it with water applied as a fog spray by means of approved equipment.

The first application of the liquid membrane shall be made as the work progresses. For bridge decks, the first application shall be completed in each area of the deck within 20 minutes of initial strike-off for bridges with no skew and within 25 minutes of initial strike-off for bridges with skew. For all other concrete, the first application of the liquid membrane shall be completed within 20 minutes of finishing.

The second application shall be applied within 30 minutes after the first application. The liquid membrane shall be uniformly applied to all exposed concrete surfaces.

As a visual guide, the color of concrete covered with the required amount of liquid membrane should be indistinguishable from a sheet of commercially available standard "letter" size white copier paper placed on top of it when viewed from a distance of about five feet (5') away horizontally if standing on the same grade as the concrete. The appearance of the concrete does not supersede applying the minimum spreading rate.

The Contractor shall make available to the Engineer an application rate verification in accordance with Subsection 907-804.03.17.1.2.1.

The coating shall be protected against marring for at least 10 days after the application of the curing compound. The coating on bridge decks shall receive extra attention and may require additional protection as required by the Engineer. All membrane marred or otherwise disturbed shall be given an additional coating. Manually pressurized or manual pump-up type sprayers may be used for giving marred areas the required additional application of liquid membrane. Should the surface coating be subjected repeatedly to injury, the Engineer may require that the water curing method be applied at once.

Delete Subsection 907-804.19.7 on page 9, and substitute the following.

907-804.03.19.7--Finishing Bridge Decks.

907-804.03.19.7.1--General. Delete the third paragraph of Subsection 804.03.19.7.1 on page 884, and substitute the following.

Except when indicated otherwise on the plans, the finish of the bridge deck shall be either a belt finish, a broom finish, or one of the following drag methods: pan, double pan, burlap, or pan and burlap. Manual finishing of the bridge deck shall be performed only in areas inaccessible by the

finishing equipment mounted to the strike-off screed, but shall not hinder the requirements for curing in accordance with Subsection 907-804.03.17.1. The surface texture specified and surface requirements shall be in accordance with the applicable requirements of Subsections 501.03.17 and 501.03.18 modified only as the Engineer deems necessary for bridge deck construction operations.

At no time shall water on the surface of the concrete from bleeding, fogging, curing, or other sources be worked into the concrete or used as an aid for finishing.

Regardless of the method of finishing selected, requirements for curing per Subsection 907-804.03.17 shall be completed within the specified time limits. If the requirements in Subsection 907-804.03.17 are not completed within the specific time limits, the Contractor shall cease operations, revise his operations up to and including acquiring new or additional equipment or additional personnel in order to satisfy the requirements in Subsection 907-804.03.17, and, on approval from the Engineer, resume operations

907-804.03.19.7.2--Longitudinal Method. Before the first paragraph of Subsection 804.03.19.7.2 on page 884, add the following.

The longitudinal method may be used for repairs to bridge decks or bridge widening projects. For bridge widening projects, the time for establishing curing in accordance with Subsections 907-804.03.17 shall be increased to within 30 minutes for bridges without skew and within 35 minutes for bridges with skew.

907-804.03.19.7.3--Transverse Method. Delete the first sentence of the second paragraph of Subsection 804.03.19.7.3 on page 885, and substitute the following.

The machine shall be so constructed and operated as to produce a bridge deck of uniform density with minimum manipulation of the fresh concrete and achieved in the shortest possible time.

Delete the fourth paragraph of Subsection 804.03.19.7.3 on page 885, and substitute the following.

At least one dry run shall be made the length of each pour with a "tell-tale" device attached to the screed carriage to assure the specified clearance to the reinforcing steel.

Delete the last sentence of the fifth paragraph of Subsection 804.03.19.7.3 on page 885, and substitute the following.

The screed shall be mechanically actuated to deliver the screeding action and for travel in a longitudinal direction at a uniform rate along the bridge deck.

Delete the last paragraph of Subsection 804.03.19.7.3 on page 886, and substitute the following.

Other finishing requirements shall be in accordance with the general requirements in Subsection 907-804.03.19.7.1 and as specified on the plans.

Regardless of the finish, the requirements for curing per Subsection 907-804.03.17 shall be completed within the specified time limits.

After Subsection 907-804.03.19.7.4 on page 9, add the following.

Delete the title of Subsection 804.03.19.7.4.1.3 on page 888, and substitute the following.

907-804.03.19.7.4.1.3--Final Surface Texture.

907-804.03.20--Opening Bridges.

907-804.03.20.2--Construction Traffic. Delete the paragraph in Subsection 804.03.20.2 on page 889, and substitute the following:

Unless otherwise specified, the concrete bridge decks shall be closed to construction traffic for the time required for curing in Subsection 907-804.03.17 and until the required compressive strength for the concrete is obtained.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-804-13

CODE: (IS)

DATE: 11/09/2010

SUBJECT: Concrete Bridges And Structures

Section 804, Concrete Bridges And Structures, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-804.02-- Materials.

907-804.02.1--General. Delete the third and fourth sentences of the first paragraph of Subsection 804.02.1 on page 846, and substitute the following:

For projects with 1000 cubic yards and more, quality control and acceptance shall be achieved through statistical evaluation of test results. For projects of more than 200 but less than 1000 cubic yards, quality control and acceptance shall be achieved by individual test results.

Add the following materials to the list of materials in Subsection 804.02.1 on page 847.

Blended Cement..... 907-701.01 and 907-701.04
Ground Granulated Blast Furnace Slag (GGBFS)..... 907-714.06
Silica Fume 907-714.07.2

907-804.02.8--Laboratory Accreditation. In Table 1 of Subsection 804.02.8 on page 849, substitute AASHTO: R 39 - Making and Curing Concrete Test Specimens in the Laboratory for AASHTO: T 126 - Making and Curing Concrete Test Specimens in the Laboratory.

907-804.02.9--Testing Personnel. Delete Table 2 in this subsection and replace it with the following.

Table 2

Concrete Technician's Tasks	Test Method Required	Certification Required**
Sampling or Testing of Plastic Concrete	AASHTO Designation: T 23, T 119, T 121, T 141, T 152, T 196, and ASTM Designation: C 1064	MDOT Class I certification
Compressive Strength Testing of Concrete Cylinders	AASHTO Designation: T 22 and T 231	MDOT Concrete Strength Testing Technician certification
Sampling of Aggregates	AASHTO Designation: T 2	Work under the supervision of an MDOT Class II certified technician

Testing of Aggregates	AASHTO Designation: T 19, T 27, T 84, T 85, T 248, and T 255	MDOT Class II certification
Proportioning of Concrete Mixtures*	AASHTO Designation: M 157 and R 39	MDOT Class III
Interpretation and Application of Maturity Meter Readings	AASHTO Designation: T 325 and ASTM Designation: C 1074	MDOT Class III or Two hours maturity method training

- * Technicians making concrete test specimens for meeting the requirements of Subsection 804.02.10.1.2 shall be MDOT Class I certified and under the direct supervision of an MDOT Class III certified technician.
- ** MDOT Class I certification encompasses the same test procedures and specifications as ACI Concrete Field Testing Technician Grade I. MDOT Class II certification encompasses the same test procedures and specifications as ACI Aggregate Testing Technician - Level 1. MDOT Concrete Strength Testing Technician encompasses the same test procedures and specifications as ACI Concrete Strength Testing certification.

For specifics about the requirements for each level of certification, please refer to the latest edition of the Department's *Concrete Field Manual*. Technicians holding current MDOT Class I, MDOT Class II and/or MDOT Class III certifications shall be acceptable until those certifications expire. Upon a current certification expiration, recertification with the certifications listed in Table 2 shall be required. Technicians currently performing either specific gravity testing of aggregates or compressive strength tests shall be required to either:

- have the required MDOT certification listed in Table 2, or
- have a current MDOT Class III certification or work under the direct supervision of current MDOT Class III technician, and have demonstrated the specific gravity and/or compressive strength test during the inspection of laboratory equipment by the Materials Division, Concrete Section.

907-804.02.10--Portland Cement Concrete Mix Design. Delete the first sentence of the first paragraph of Subsection 804.02.10 on page 850 and substitute the following:

At least 30 days prior to production of concrete, the Contractor shall submit to the Engineer proposed concrete mixture designs complying with the Department's *Concrete Field Manual*.

Delete the Notes under Table 3 of Subsection 804.02.10 on pages 850 & 851, and substitute the following:

- * Maximum size aggregate shall conform to the concrete mix design for the specified aggregate.
- ** The replacement limits of Portland cement by weight by other cementitious materials (such as fly ash, GGBFS, metakaolin, silica fume, or others) shall be in accordance with the values in Subsection 907-701.02. Other hydraulic cements may be used in accordance with the specifications listed in Section 701.

*** The slump may be increased up to eight (8) inches with :

- an approved water-reducing admixture,
- an approved water-reducing/set-retarding admixture, or
- a combination of an approved water-reducing admixture and an approved set-retarding admixture, in accordance with 907-713.02. Minus slump requirements shall meet those set forth in Table 3 of AASHTO Designation: M157.

**** Entrained air is not required except for concrete exposed to seawater. For concrete exposed to seawater, the total air content shall be 3.0 % to 6.0%. For concrete not exposed to seawater, the total air content shall not exceed 6.0%.

***** Class DS Concrete for drilled shafts shall have an 8 ± 1 -inch slump.

Delete the last paragraph of Subsection 804.02.10 on page 851 and substitute the following:

At least one water-reducing admixture shall be used in all classes of concrete in accordance with the manufacturer's recommended dosage range. Any combinations of admixtures shall be approved by the Engineer before their use.

907-804.02.10.1.1--Proportioning on the Basis of Previous Field Experience of Trial Mixtures. Delete the first sentence of the first paragraph of Subsection 804.02.10.1.1 on page 851, and substitute the following:

Where a concrete production facility has a record, based on at least 10 consecutive strength tests from at least 10 different batches within the past 12 months from a mixture not previously used on Department projects, the standard deviation shall be calculated.

907-804.02.10.3--Field Verification of Concrete Mix Design. Delete the first sentence of the third paragraph of Subsection 804.02.10.3 on page 853 and substitute the following:

For all Classes of concrete, the mixture shall be verified to yield within 2.0% of the correct volume when all the mix water is added to the batch.

For all Classes of concrete other than DS, F, and FX, the mixture shall produce a slump within a minus $1\frac{1}{2}$ -inch tolerance of the maximum permitted for mixtures with a maximum permitted slump of three inches (3") or less or within a minus $2\frac{1}{2}$ -inch tolerance of the maximum permitted for mixtures with a maximum permitted slump of greater than three inches (3"), and producing a total air content within a minus $1\frac{1}{2}$ percent tolerance of the maximum allowable air content in Table 3.

For Class DS, the slump shall be within the requirements in Note ***** below Table 3. For Class DS exposed to seawater, the total air content shall be within a minus $1\frac{1}{2}$ percent tolerance of the maximum allowable air content in Note **** below Table 3. For Class DS not exposed to seawater the total air content shall be within the requirements in Note **** below Table 3.

For Classes F and FX, the slump shall be within a minus $1\frac{1}{2}$ -inch tolerance of the maximum permitted for mixtures with a maximum permitted slump of three inches (3") or less or within a minus $2\frac{1}{2}$ -inch tolerance of the maximum permitted for mixtures with a maximum permitted

slump of greater than three inches (3"). For Classes F and FX exposed to seawater, the total air content shall be within a minus 1½ percent tolerance of the maximum allowable air content in Note **** below Table 3. For Classes F and FX not exposed to seawater the total air content shall be within the requirements in Note **** below Table 3.

Delete the third sentence of the third paragraph of Subsection 804.02.10.3 on page 853, and substitute the following:

If the requirements of yield, slump, or total air content are not met within three (3) production days after the first placement, subsequent field verification testing shall not be permitted on department projects, and the mix design shall not be used until the requirements listed above are met

907-804.02.10.4--Adjustments of Mixture Proportions. Delete the paragraph in Subsection 804.02.10.4 on page 854, and substitute the following:

The mixture may be adjusted by the Class III Certified Technician representing the Contractor in accordance with the allowable revisions listed in the Department's Concrete Field Manual, paragraph 5.7. Written notification shall be submitted to the Engineer a minimum of seven (7) days prior to any source or brand of material change, aggregate size change, allowable material type change, or decrease in any cementitious material content. Any adjustments of the concrete mixture design shall necessitate repeat of field verification procedure as described in Subsection 804.02.10.3 and approval by the Engineer.

907-804.02.11--Concrete Batch Plants. Delete the first three paragraphs of Subsection 804.02.11 on page 854, and substitute the following:

The concrete batch plant shall meet the requirements of the National Ready Mixed Concrete Association *Quality Control Manual, Section 3, Plant Certification Checklist* as outlined in the latest edition of the Department's *Concrete Field Manual*. The Contractor shall submit a copy of the approved checklist along with proof of calibration of batching equipment, i.e., scales, water meter, and admixture dispenser, to the Engineer 30 days prior to the production of concrete.

For projects with 1000 cubic yards and more, the concrete batch plant shall meet the requirements for an automatic system capable of recording batch weights. It shall also have automatic moisture compensation for the fine aggregate. For projects of more than 200 but less than 1000 cubic yards the plant can be equipped for manual batching with a fine aggregate moisture meter visible to the plant operator.

The concrete batch plant shall have available adequate facilities to cool concrete during hot weather.

Mixer trucks to be used on the project are to be listed in the checklist and shall meet the requirements of the checklist.

907-804.02.12--Contractor's Quality Control. Delete the fourth paragraph of Subsection 804.02.12 on page 854 & 855, and substitute the following:

The Contractor's Quality Control program shall encompass the requirements of AASHTO Designation: M 157 into concrete production and control, equipment requirements, testing, and batch ticket information. The requirement of AASHTO Designation: M 157, Section 11.7 shall be followed except, on arrival to the job site, a maximum of 1½ gallons per cubic yard is allowed to be added. Water shall not be added at a later time. If the maximum permitted slump is exceeded after the addition of water at the job site, the concrete shall be rejected.

907-804.02.12.3--Documentation. After the second sentence of the second paragraph of Subsection 804.02.12.3 on page 856, add the following:

Batch tickets and gradation data shall be documented in accordance with Department requirements. Batch tickets shall contain all the information in AASHTO Designation: M157, Section 16 including the additional information in Subsection 16.2 with the following exception: the information listed in paragraphs 16.2.7 and 16.2.8 is not required. Batch tickets shall also contain the concrete producer's permanent unique mix number assigned to the concrete mix design.

907-804.02.12.5--Non-Conforming Materials. In Table 4 of Subsection 804.02.12.5 on page 857, delete "/ FM" from the requirements on line B.3.a.

In Table 4 of Subsection 804.02.12.5 on page 857, replace "One set (two cylinders) for 0-100 yd³ inclusive" with "A minimum of one set (two cylinders) for each 100 yd³,"

907-804.02.13--Quality Assurance Sampling and Testing. Delete subparagraph c) in Subsection 804.02.13 on page 858 and substitute the following:

- c) For concrete, the Contractor's QC and Department's QA testing of concrete compressive strengths compare when using the data comparison computer program with an alpha value of 0.01 for projects with 1000 cubic yards and more; or, strength comparisons are within 990 psi for projects of more than 200 but less than 1000 cubic yards.

In Table 5 of Subsection 804.02.13 on page 858, delete "and FM" from the requirements on line A.3.

Delete Subsection 907-804.02.13.1 beginning on page 859 and substitute the following:

907-804.02.13.1--Basis of Acceptance.

907-804.02.13.1.1--Sampling. Sampling of concrete mixture shall be performed in accordance with the latest edition of the Department's *Concrete Field Manual*.

907-804.02.13.1.2--Slump. Slump of plastic concrete shall meet the requirements of Table 3: MASTER PROPORTION TABLE FOR STRUCTURAL CONCRETE DESIGN. A check test shall be made on another portion of the sample before rejection of any load.

907-804.02.13.1.3--Air. Total air content of concrete shall be within the specified range for the class of concrete listed in Table 3: MASTER PROPORTION TABLE FOR STRUCTURAL CONCRETE DESIGN. A check test shall be made on another portion of the sample before rejection of any load.

907-804.02.13.1.4--Yield. If the yield of the concrete mix design is more than plus or minus 3% of the designed volume, the mix shall be adjusted by a Class III Certified Technician representing the Contractor to yield the correct volume plus or minus three percent ($\pm 3\%$). If batching of the proportions of the mix design varies outside the batching tolerance range of the originally approved proportions by more than the tolerances allowed in Subsection 804.02.12.1, the new proportions shall be field verified per Subsection 804.02.10.3.

907-804.02.13.1.5--Temperature. Cold weather concreting shall follow the requirements of Subsection 907-804.03.16.1. Hot weather concreting shall follow the requirements of Subsection 804.03.16.2 with a maximum temperature of 95°F for Class DS concrete or for concrete mixes containing cementitious materials meeting the requirements of Subsection 907-701.02.2 as a replacement of Portland cement. For other concrete mixes, the maximum concrete temperature shall be 90°F. Concrete with a temperature more than the maximum allowable temperature shall be rejected and not used in Department work.

907-804.02.13.1.6--Compressive Strength. Laboratory cured concrete compressive strength tests shall conform to the specified strength (f'_c) listed in the specifications. Concrete represented by compressive strength test below the specified strength (f'_c) may be removed and replaced by the Contractor. If the Contractor elects not to remove the material, it will be evaluated by the Department as to the adequacy for the use intended. All concrete evaluated as unsatisfactory for the intended use shall be removed and replaced by the Contractor at no additional cost to the Department. For concrete allowed to remain in place, reduction in payment will be as follows:

Projects with 1000 Cubic Yards and More. When the evaluation indicates that the work may remain in place, a statistical analysis will be made of the QC and QA concrete test results. If this statistical analysis indicates at least 93% of the material would be expected to have a compressive strength equal to or greater than the specified strength (f'_c) and 99.87% of the material would be expected to have a compressive strength at least one standard deviation above the allowable design stress (f_c), the work will be accepted. If the statistical analysis indicates that either of the two criteria are not met, the Engineer will provide for an adjustment in pay as follows for the material represented by the test result.

Total Pay on Material in Question = Unit Price - (Unit Price x % Reduction)

$$\% \text{ Reduction} = \frac{(f'_c - X)}{f'_c - (f_c + s)} \times 100$$

where:

f'_c = Specified 28-day compressive strength, psi

X = Individual compressive strength below f'_c , psi
 s = standard deviation, psi*
 f'_c = allowable design stress, psi

* Standard deviation used in the above reduction of pay formula shall be calculated from the applicable preceding compressive strengths test results plus the individual compressive strength below f'_c . If below f'_c strengths occur during the project's first ten compressive strength tests, the standard deviation shall be calculated from the first ten compressive strength tests results.

Projects of More Than 200 but Less Than 1000 Cubic Yards. When the evaluation indicates that the work may remain in place, a percent reduction in pay will be assessed based on a comparison of the deficient 28-day test result to the specified strength. The Engineer will provide for an adjustment in pay as follows for the material represented by the test result.

Total Pay on Material in Question = Unit Price - (Unit Price x % Reduction)

$$\% \text{ Reduction} = \frac{(f'_c - X)}{f'_c} \times 100$$

where:

f'_c = Specified 28-day compressive strength, psi
 X = Individual compressive strength below f'_c , psi

907-804.03--Construction Requirements.

907-804.03.6--Handling and Placing Concrete.

907-804.03.6.2--Consolidation. After the last sentence of Subsection 804.03.6.2 on page 864, add the following:

If the Department determines that there is an excessive number of projections, swells, ridges, depressions, waves, voids, holes, honeycombs or other defects in the completed structure, removal of the entire structure may be required as set out in Subsection 105.12.

907-804.03.15--Removal of Falsework, Forms, and Housing. Delete the first sentence of the second paragraph of Subsection 804.03.15 on page 871, and substitute the following:

Concrete in the last pour of a continuous superstructure shall have attained a compressive strength of 2,400 psi, as determined by cylinder tests or maturity meter probe, prior to striking any falsework.

Delete the first sentence of the third paragraph of Subsection 804.03.15 on page 871, and substitute the following:

At the Contractor's option and with the approval of the Engineer, the time for removal of forms may be determined by cylinder tests, in accordance with the requirements listed in Table 6, in which case the Contractor shall furnish facilities for testing the cylinders.

Delete the fourth and fifth paragraphs of Subsection 804.03.15 on pages 871 & 872, and substitute the following:

The cylinders shall be cured under conditions which are not more favorable than those existing for the portions of the structure which they represent.

Delete the table in Subsection 804.03.15 on page 872, and substitute the following:

Table 6
Minimum Compressive Strength Requirements for Form Removal

Forms:

Columns	1000 psi
Side of Beams	1000 psi
Walls not under pressure	1000 psi
Floor Slabs, overhead	2000 psi
Floor Slabs, between beams	2000 psi
Slab Spans	2400 psi
Other Parts	1000 psi

Centering:

Under Beams	2400 psi
Under Bent Caps	2000 psi

Limitation for Placing Beams on:

Pile Bents, pile under beam	2000 psi
Frame Bents, two or more columns	2200 psi
Frame Bents, single column	2400 psi

In lieu of using concrete strength cylinders to determine when falsework, forms, and housings can be removed, an approved maturity meter may be used to determine concrete strengths by inserting probes into concrete placed in a structure. The minimum number of maturity meter probes required for each structural component shall be in accordance with Table 7. Falsework, forms, and housings may be removed when maturity meter readings indicate that the required concrete strength is achieved. Procedures for using the maturity meter and developing the strength/maturity relationship shall follow the requirements of AASHTO Designation: T 325 and ASTM Designation: C 1074 specifications. Technicians using the maturity meter or calculating strength/maturity graphs shall be required to have at least two hours of training prior to using the maturity equipment.

Table 7
Requirements for use of Maturity Meter Probes

Structure Component	Quantity of Concrete	No. of Probes
Slabs, beams, walls, & miscellaneous items	0 - 30 yd ³	2
	> 30 to 60 yd ³	3
	> 60 to 90 yd ³	4
	> 90 yd ³	5
Footings, Columns & Caps	0 - 13 yd ³	2
	> 13 yd ³	3
Pavement, Pavement Overlays	1200 yd ²	2
Pavement Repairs	Per repair or 900 yd ² Whichever is smaller	2

907-804.03.16--Cold or Hot Weather Concreting.

907-804.03.16.1--Cold Weather Concreting. After the third paragraph of Subsection 804.03.16.1 on page 873, add the following:

In lieu of the protection and curing of concrete in cold weather, at the option of the Contractor with the approval of the Engineer, when concrete is placed during cold weather and there is a probability of ambient temperatures lower than 40°F, an approved maturity meter may be used to determine concrete strengths by inserting probes into concrete placed in a structure. The minimum number of maturity meter probes required for each structural component shall be in accordance with Table 7. An approved insulating blanketing material shall be used to protect the work when ambient temperatures are less than 40°F and shall remain in place until the required concrete strength in Table 6 is achieved. Procedures for using the maturity meter and developing the strength/maturity relationship shall follow the requirements of AASHTO Designation: T 325 and ASTM Designation: C 1074 specifications. Technicians using the maturity meter or calculating strength/maturity graphs shall be required to have at least two hours of training prior to using the maturity equipment.

Rename the Table in Subsection 804.03.16.1 on page 874 from "Table 6" to "Table 8".

907-804.03.19--Finishing Concrete Surfaces.

907-804.03.19.7--Finishing Bridge Floors.

907-804.03.19.7.4--Acceptance Procedure for Bridge Deck Smoothness. After the first sentence of the second paragraph of Subsection 804.03.19.7.4 on page 886, add the following:

Auxiliary lanes, tapers, shoulders and other areas that are not checked with the profilograph, shall meet a 1/8 inch in 10-foot straightedge check made transversely and longitudinally across the deck or slab.

907-804.05--Basis of Payment. Add the "907" prefix to the pay items listed on page 898.

SECTION 905 PROPOSAL

Date _____

City of Hattiesburg

Forrest County, Mississippi

Sirs: The following proposal is made on behalf of _____
of _____
for constructing the following designated project(s) within the time(s) hereinafter specified.

The plans are composed of drawings and blue prints on file in the offices of:

The Specifications are the current Standard Specifications of the Mississippi Department of Transportation approved by the Federal Highway Administration, except where superseded or amended by the plans, Special Provisions and Notice(s) to Bidders attached hereto and made a part thereof.

I (We) certify that I (we) possess a copy of said Standard and Supplemental Specifications.

Evidence of my (our) authority to submit the Proposal is hereby furnished. The proposal is made without collusion on the part of any person, firm or corporation. I (We) certify that I (we) have carefully examined the Plans, the Specifications, including the Special Provisions and Notice(s) to Bidders, herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Notice(s) to Bidders, and Plans, I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (We) understand that the quantities mentioned herein are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid, in accordance with the above.

Attached hereto is a certified check, cashier's check or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law).

INSTRUCTION TO BIDDERS: Alternate and Optional Items on Bid Schedule.

1. Two or more items entered opposite a single unit quantity WITHOUT DEFINITE DESIGNATION AS "ALTERNATE ITEMS" are considered as "OPTIONAL ITEMS". Bidders may or may not indicate on bids the Optional Item proposed to be furnished or performed WITHOUT PREJUDICE IN REGARD TO IRREGULARITY OF BIDS.
2. Items classified on the bid schedule as "ALTERNATE ITEMS" and/or "ALTERNATE TYPES OF CONSTRUCTION" must be preselected and indicated on bids. However, "Alternate Types of Construction" may include Optional Items to be treated as set out in Paragraph 1, above.
3. Optional items not preselected and indicated on the bid schedule MUST be designated in accordance with Subsection 102.06 prior to or at the time of execution of the contract.
4. Optional and Alternate items designated must be used throughout the project.

I (We) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Specifications and to give such work my (our) personal attention in order to see that it is economically performed.

SECTION 905 PROPOSAL (Continued)

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

I (We) enclose a certified check, cashier's check or bid bond for **five percent (5%) of the total bid** and hereby agree that in case of my (our) failure to execute the contract and furnish bonds within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the Local Public Agency as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

Bidder acknowledges receipt of and has added to and made a part of the proposal and contract documents the following addendum (addenda):

ADDENDUM NO. _____	DATED _____	ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____	ADDENDUM NO. _____	DATED _____

TOTAL ADDENDA: _____
(Must agree with total addenda issued prior to opening of bids)

Respectfully Submitted,

DATE _____

Contractor

BY _____
Signature

TITLE _____

ADDRESS _____

(To be filled in if a corporation)

Our corporation is chartered under the Laws of the State of _____ and the names, titles and business addresses of the executives are as follows:

_____ President	_____ Address
--------------------	------------------

_____ Secretary	_____ Address
--------------------	------------------

_____ Treasurer	_____ Address
--------------------	------------------

The following is my (our) itemized proposal.

Revised 11/2008

SECTION 905 PROPOSAL (Bid Sheet No. 3-5)**PROJECT NUMBER: SRSP-0210-00(024) LPA / 106139-401000****COUNTY: FORREST****PROJECT DESCRIPTION: WOODLEY SIDEWALK PROJECT****I (we) agree to complete the entire project within the specified contract time.*******SPECIAL NOTICE TO BIDDERS*****

- 1. BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT AND ITEM TOTALS ARE ENTERED. BIDS WILL NOT BE CONSIDERED UNLESS THE BID CERTIFICATE LOCATED AT THE END OF THE BID SHEET IS SIGNED.**
- 2. A STRIPPED PROPOSAL THAT IS NOT REASSEMBLED IN ITS CORRECT ORDER IS CONSIDERED AS AN IRREGULAR BID AND WILL BE REJECTED.**

BID SCHEDULE

Base Bid					
Pay Item No.	Plan Quantity	Unit	Description	Unit Price	Item Total
201-A001	1	LS	Clearing and Grubbing		
202-A001	1	LS	Removal of Obstructions		
202-B035	64	SY	Removal of Concrete Sidewalk		
202-B078	312	SY	Removal of Pavement, All Types and Depths		
202-B093	300	LF	Removal of Curb and Gutter, All Types		
202-B106	20	LF	Removal of Pipe, All Sizes		
203-A003	50	CY	Unclassified Excavation, FM, AH		
203-EX017	50	CY	Borrow Excavation, AH, FME, Class B9		
203-G003	15	CY	Excess Excavation, FM, AH		
211-B001	100	CY	Topsoil for Slope Treatment, Contractor Furnished		
212-B001	2,000	SY	Standard Ground Preparation		
907-213-A001	1	Ton	Agricultural Limestone		
213-B003	1	Ton	Combination Fertilizer, 8-24-24		
216-B001	2,000	SY	Solid Sodding, Centipede		
219-A001	150	KGAL	Watering	\$20	\$3000
220-A001	1	Acre	Insect Pest Control		
234-A001	400	LF	Temporary Silt Fence		
907-237-A002	100	LF	Wattles, 12"		
907-246-A002	100	Each	Sandbags		
907-601-B003	1	CY	Class "B" Structural Concrete, Minor Structures		
602-A001	350	LBS	Reinforcing Steel		
907-603-PVC05	20	LF	6" Corrugated Polyvinyl Chloride Pipe		
608-A001	1,435	SY	Concrete Sidewalk, without Reinforcement		

Base Bid					
Pay Item No.	Plan Quantity	Unit	Description	Unit Price	Item Total
609-B001	80	LF	Concrete Curb, Header		
609-D006	43	LF	Combination Concrete Curb and Gutter, Type I Modified		
613-D006	4	EA	Adjustment of Water Meter		
614-B002	286	SY	Concrete Driveway, with Reinforcement, 6-Inch Thickness		
618-A001	1	LS	Maintenance of Traffic		
618-B001	1	SF	Additional Construction Signs	\$10	\$10
620-A001	1	LS	Mobilization		
630-A001	144	SF	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness		
630-C004	238	LF	Steel U-Section Posts, 3.0 to 3.5 lb/ft		
809-A002	270	SF	Retaining Wall System		
907-626-H004	2,800	LF	Thermoplastic Legend, White		
907-626-H005	24	SF	Thermoplastic Legend, White		
907-639-A034	2	EA	Traffic Signal Equipment Pole, Type VI, 8' Shaft		
907-639-C003	1.5	CY	Pole Foundations, 24" Diameter		
907-639-D003	10	LF	Slip Casing, 24" Diameter		
640-A034	4	EA	Traffic Signal Heads, Type 6 LED Countdown		
907-642-B001	1	EA	Solid State Traffic Actuated Controller Modification		
647-A005	1	EA	Pullbox, Type 2		
666-B015	240	LF	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 5 Conductor.		
668-A018	15	LF	Traffic Signal Conduit, Underground, Type 4, 2"		
668-B024	45	LF	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 2"		
TOTAL BASE BID:					

Alternate 1 (Additive) – School Mast Arm Signal					
Pay Item No.	Plan Quantity	Unit	Description	Unit Price	Item Total
907-630-PP020	1	LS	School Mast Arm Signal, Solar Power, Per Plans		
TOTAL ALTERNATE BID:					

BID SUMMARY TABLE

TOTAL BASE BID \$ _____

TOTAL ALTERNATE BID \$ _____

SECTION 905 - PROPOSAL

SECTION 905 PROPOSAL (Bid Sheet No. 5-5)

PROJECT NUMBER: SRSP-0210-00(024)LPA / 106139-401000

COUNTY: FORREST

PROJECT DESCRIPTION: WOODLEY SIDEWALK PROJECT

COMPLETE ITEM NOS. 1, 2 AND/OR 3 AS APPROPRIATE, SEE NOTICE TO BIDDERS NO. 696 AND SUPPLEMENT.

1. I/We agree that no less than _____ percent shall be expended with small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE and WBE).
2. Classification of Bidder: Small Business (DBE) __ Small Business (WBE) __
3. A joint venture with a Small Business (DBE/WBE): YES __

***** SIGNATURE STATEMENT*****

BIDDER ACKNOWLEDGES THAT HE/SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY AND CERTIFY THAT THE FIGURES SHOWN THERIN CONSTITUTE THEIR OFFICIAL BID.

BIDDER'S SIGNATURE

This is certified to be a true and correct copy of the original for Project _____
_____, _____ County
on file in the office of the City of _____.
This _____ day of _____, 20 _____.

Project Engineer / Project Architect or LPA Engineer

**Certification with regard to the Performance of Previous
Contracts or Subcontracts subject to the Equal Opportunity
Clause and the filing of Required Reports**

The Bidder _____, proposed Subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he has _____, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

(COMPANY)

BY _____

(TITLE)

DATE: _____

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and Subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such Contractors submit a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION**NON-COLLUSION AFFIDAVIT**

(Execute in duplicate)

State of Mississippi

County of _____

I, _____,
(Name of person signing certification)individually, and in my capacity as _____ of
(Title)_____, do hereby certify under
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that _____

_____, Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. _____

in _____ County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and
- d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

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

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on _____

Signature

(11/23/92F)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

NON-COLLUSION AFFIDAVIT

(Execute in duplicate)

State of Mississippi

County of _____

I, _____,
(Name of person signing certification)

individually, and in my capacity as _____ of
(Title)

_____ do hereby certify under
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that _____

_____, Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. _____

in _____ County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and
- d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

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

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on _____

Signature

(11/23/92F)

LOCAL PUBLIC AGENCY (LPA)

SECTION 902

CONTRACT FOR _____
LOCATED IN THE COUNTY OF _____
STATE OF MISSISSIPPI,

This contract entered into by and between the Local Public Agency _____
_____ (hereinafter "LPA") on one hand, and the undersigned contractor, on the other
witnesseth;

That, in consideration of the payment by the LPA of the prices set out in the proposal hereto attached, to the undersigned contractor, such payment to be made in the manner and at the time of times specified in the specifications and the special provisions, if any, the undersigned contractor hereby agrees to accept the prices stated in the proposal in full compensation for the furnishing of all materials and equipment and the executing of all the work contemplated in this contract.

It is understood and agreed that the advertising according to law, the Advertisement, the instructions to bidders, the proposal for the contract, the specifications, the revisions of the specifications, the special provisions, and also the plans for the work herein contemplated, said plans showing more particularly the details of the work to be done, shall be held to be, and are hereby made a part of this contract by specific reference thereto and with like effect as if each and all of said instruments had been set out fully herein in words and figures.

It is further agreed that for the same consideration the undersigned contractor shall be responsible for all loss or damage arising out of the nature of the work aforesaid; or from the action of the elements and unforeseen obstructions or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work, exceptions being those specifically set out in the contract; and for faithfully completing the whole work in good and workmanlike manner according to the approved Plans, Specifications, Special Provisions, Notice(s) to Bidders and requirements of the LPA.

It is further agreed that the work shall be done under the direct supervision and to the complete satisfaction of the LPA or their authorized representatives, and when Federal Funds are involved subject to inspection at all times and approval by the Mississippi Department of Transportation or Federal Highway Administration, or its agents as the case may be, or the agents of any other Agency whose funds are involved in accordance with those Acts of the Legislature of the State of Mississippi approved by the Governor and such rules and regulations issued pursuant thereto by the Mississippi Transportation Commission and the authorized Federal Agencies.

The Contractor agrees that all labor as outlined in the Special Provisions may be secured from list furnished by

Manager, WIN Job Center nearest the project

It is agreed and understood that each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and, if through mere mistake or otherwise any such provision is not inserted, then upon the application of either party hereto, the contract shall forthwith be physically amended to make such insertion.

The Contractor agrees that he has read each and every clause of this Contract, and fully understands the meaning of same and that he will comply with all the terms, covenants and agreements therein set forth.

Witness our signatures this the ____ day of _____, 20 ____.

Contractor(s)

By _____

Title _____

Signed and sealed in the presence of:
(Names and address of witnesses)

By _____

LPA Official

LPA Clerk

Award authorized by the LPA in session on the ____ day of _____, 20 ____, as recorded _____

LOCAL PUBLIC AGENCY (LPA)

S E C T I O N 9 0 3
PERFORMANCE AND PAYMENT BOND

CONTRACT BOND FOR _____

LOCATED IN THE COUNTY OF _____

STATE OF MISSISSIPPI,

Know all men by these presents: that we, _____
(Contractor)

(hereinafter "Principal"), a _____

residing at _____ in the State of _____

and _____
(Surety)

residing at _____ in the State of _____

authorized to do business in the State of Mississippi, under the laws thereof, as surety, are held and firmly bound

unto the Local Public Agency _____, (hereinafter

"LPA"), in the sum of _____

(\$ _____) Dollars, lawful money of the United States of America, to be

paid to it for which payment well and truly to be made, we bind ourselves, our heirs, administrators, successors, or

assigns jointly and severally by these presents.

Signed and sealed this the _____ day of _____ A.D. _____.

The conditions of this bond are such, that whereas the said Principal, has (have) entered into a contract with the

LPA, bearing the date of _____ day of _____ A.D. _____ hereto annexed, for the

construction of certain project(s) in the State of Mississippi as mentioned in said contract in accordance with the

Contract Documents therefor, on file in the offices of the LPA.

Now therefore, if the above bounden Principal in all things shall stand to and abide by and well and truly observe, do keep and perform all and singular the terms, covenants, conditions, guarantees and agreements in said contract, contained on his (their) part to be observed, done, kept and performed and each of them, at the time and in the manner and form and furnish all of the material and equipment specified in said contract in strict accordance with the terms of said contract which said plans, specifications and special provisions are included in and form a part of said contract and shall maintain the said work contemplated until its final completion and acceptance as specified in Subsection 109.11 of the approved specifications, and save harmless said LPA from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said principal (s), his (their) agents, servants, or employees in the performance of said work or in any manner connected therewith, and shall be liable and responsible in a civil action instituted by the

LOCAL PUBLIC AGENCY (LPA)

LPA at the instance of any officer of the LPA authorized in such cases, for double any amount in money or property, the LPA may lose or be overcharged or otherwise defrauded of, by reason of wrongful or criminal act, if any, of the Contractor(s), his (their) agents or employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages, any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the LPA Official, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

Witness our signatures and seals this the _____ day of _____ A.D. _____

(Contractors) Principal

Surety

By _____

By _____
(Signature) Attorney in Fact

Address: _____

Title _____
(Contractor's Seal)

(Printed) Mississippi Agent

(Signature) Mississippi Agent

Address: _____

(Surety Seal)

Mississippi Insurance ID Number

**MDOT Certification Form for Sub-Awards
Executive Compensation Reporting for Transparency Act**

On behalf of the entity named below, I certify that I have personally read and reviewed the executive compensation reporting requirements of the Federal Funding Accountability and Transparency Act of 2006, as amended by Section 6202 of the Government Funding Transparency Act of 2008 [FFATA], and certify under penalty of perjury pursuant to Section 97-9-61, Mississippi Code of 1972, as amended, the following:

Local Entity Name: City of Hattiesburg

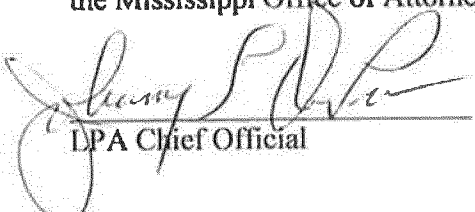
Data Universal Numbering System (DUNS) Number : 079448130 (required)

☒ The local entity listed below receiving federal funds from MDOT **is not** required to report executive compensation under the Federal Funding Accountability and Transparency Act of 2006, as amended by Section 6202 of the Government Funding Transparency Act of 2008 [FFATA].

☐ The local entity listed below receiving federal funds from MDOT **is required** to report executive compensation under the Federal Funding Accountability and Transparency Act of 2006, as amended by Section 6202 of the Government Funding Transparency Act of 2008 [FFATA], listed below are the names and total annual compensation of the five most highly compensated officers of the city:

	NAME	TOTAL ANNUAL COMPENSATION
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

The LPA acknowledges that a false statement in this certification may be subject to criminal prosecution, including under 18 U.S.C. §§ 1001 (false statements) and 1621 (perjury), and 28 U.S.C. §1746 (declarations under penalty of perjury). The LPA also acknowledges that said projects, including certifications provided in connection with such projects and grants are subject to review by the Mississippi Department of Transportation, the Mississippi State Auditor, and the Mississippi Office of Attorney General.


LPA Chief Official

2/13/12
Date

**Guidance for Federal Spending Transparency:
Subaward and Executive Compensation Data
Reporting Requirements for FFATA Implementation**

Summary

1. Prime awardees and sub awardees of Federal financial assistance must report executive compensation data if they meet the statutory reporting thresholds. For the Federal-aid Highway Program, this means that the State, and any subawardees of Federal-aid funds through the State, is subject to the executive compensation reporting requirement.

- names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

Background

Beginning October 1, 2010, guidance directs compliance with the Transparency Act to report prime and first-tier subaward data. Federal agencies and prime awardees will report to ensure disclosure of Federal contract and grant subaward and executive compensation data.

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and sub-grants.

Specifically, the Transparency Act's section 2(b)(1) requires the Office of Management and Budget ("OMB") to ensure the establishment of a publicly available website that contains the following information about each Federal award:

- name of the entity receiving the award;
- amount of the award;
- information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number, program source, award title descriptive of the purpose of each funding action;

- location of the entity receiving the award and primary location of performance under the award, including city, State, congressional district, and country;
- unique identifier of the entity receiving the award and the parent entity of the recipient, should the entity be owned by another entity; and
- names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

LPA PROJECT

DISADVANTGED BUSINESS ENTERPRISE LIST

PROJECT NUMBER :

NAME OF DBE FIRM:

☐ RACE CONSCIOUS ☐ RACE NEUTRAL

COUNTY:

CITY :

A	B	C
REFERENCE NUMBER OF ITEMS	PERCENT WORK SUBCONTRACTED , (SEE NOTE 4 & 5 BELOW)	VALUE OF ITEM (SUBCONTRACTED , MANUFACTURED OR SUPPLIED)
TOTAL		
PER CENT OF TOTAL BID		

*** I ACKNOWLEDGE AND COMMIT TO THE ITEMS AND PRICES STATED ABOVE. ***

SIGNATURE OF DBE

SIGNATURE OF PRIME

DATE
APPROVED:

Prime Contractor Firm Name

APPROVED BY:

LPA Project Director Name (Printed)

Submitted By Name

LPA Project Director (Signature)

TITLE

I AGREE TO SUBCONTRACT OR PURCHASE MATERIAL FROM THE DBE FIRM LISTED ABOVE AND I MAKE THIS COMMITMENT WITH THE UNDERSTANDING THAT IF I FAIL FOR GOOD REASON TO FULFILL THIS COMMITMENT I HAVE LISTED I WILL FULFILL THE TERMS OF MY CONTRACT AS LONG AS I REACH OR EXCEED THE CONTRACT GOAL OF %.

INSTRUCTIONS :

1. SUBMIT THIS FORM TO THE **LPA Project Director** ***FOR THEIR SIGNATURE*** NO LATER THAN THE TENTH (10) CALENDER DAY AFTER THE OPENING OF THE BIDS.
2. 60 % CREDIT IS ALLOWED TOWARD THE DBE GOAL FOR SUPPLIERS.
3. THE ACTUAL SUBCONTRACT AGREEMENT MUST EQUAL OR EXCEED THE DOLLAR AMOUNT SHOWN IN COLUMN " C " .
4. IF THE DBE FIRM PERFORMS " ALL OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM ENTER 100 % IN COLUMN " B " .
5. IF THE DBE FIRM PERFORMS " A PORTION OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM THE PERCENTAGE IS CALCULATED BASED ON THE TOTAL VALUE OF THE ITEM AND ENTERED IN COLUMN " B " . A BREAKDOWN OF THE COST MUST ACCOMPANY THIS SITUATION.

LPA PROJECT

DISADVANTAGED BUSINESS ENTERPRISE LIST

PROJECT NUMBER :

NAME OF DBE FIRM:

☐ RACE CONSCIOUS ☐ RACE NEUTRAL

COUNTY:

CITY :

A	B	C
REFERENCE NUMBER OF ITEMS	PERCENT WORK SUBCONTRACTED , (SEE NOTE 4 & 5 BELOW)	VALUE OF ITEM (SUBCONTRACTED , MANUFACTURED OR SUPPLIED)
TOTAL		
PER CENT OF TOTAL BID		

*** I ACKNOWLEDGE AND COMMIT TO THE ITEMS AND PRICES STATED ABOVE. ***

SIGNATURE OF DBE

SIGNATURE OF PRIME

DATE
APPROVED:

Prime Contractor Firm Name

APPROVED BY:

LPA Project Director Name (Printed)

Submitted By Name

LPA Project Director (Signature)

TITLE

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Submitted By Name

LPA Project Director (Signature)

TITLE

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LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: _____

County: _____

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address: _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
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Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

SUBMITTED BY (Signature)

FIRM NAME

Submit this form to the LPA as a part of your bid package. If this form is not signed and included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504.

Please make copies of this form when needed and also add those copies to the bid package.

LPA PROJECT

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FIRM NAME

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Please make copies of this form when needed and also add those copies to the bid package.

SAFE ROUTES TO SCHOOL - WOODLEY SIDEWALK PROJECT

Federal Aid Project Number SRSP-0210-00(024) LPA/106139-401000

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY

MAYOR

JOHNNY L. DUPREE, PH.D

ENGINEERING DIRECTOR

BERTRAN R. KUYRKENDALL, P.E.

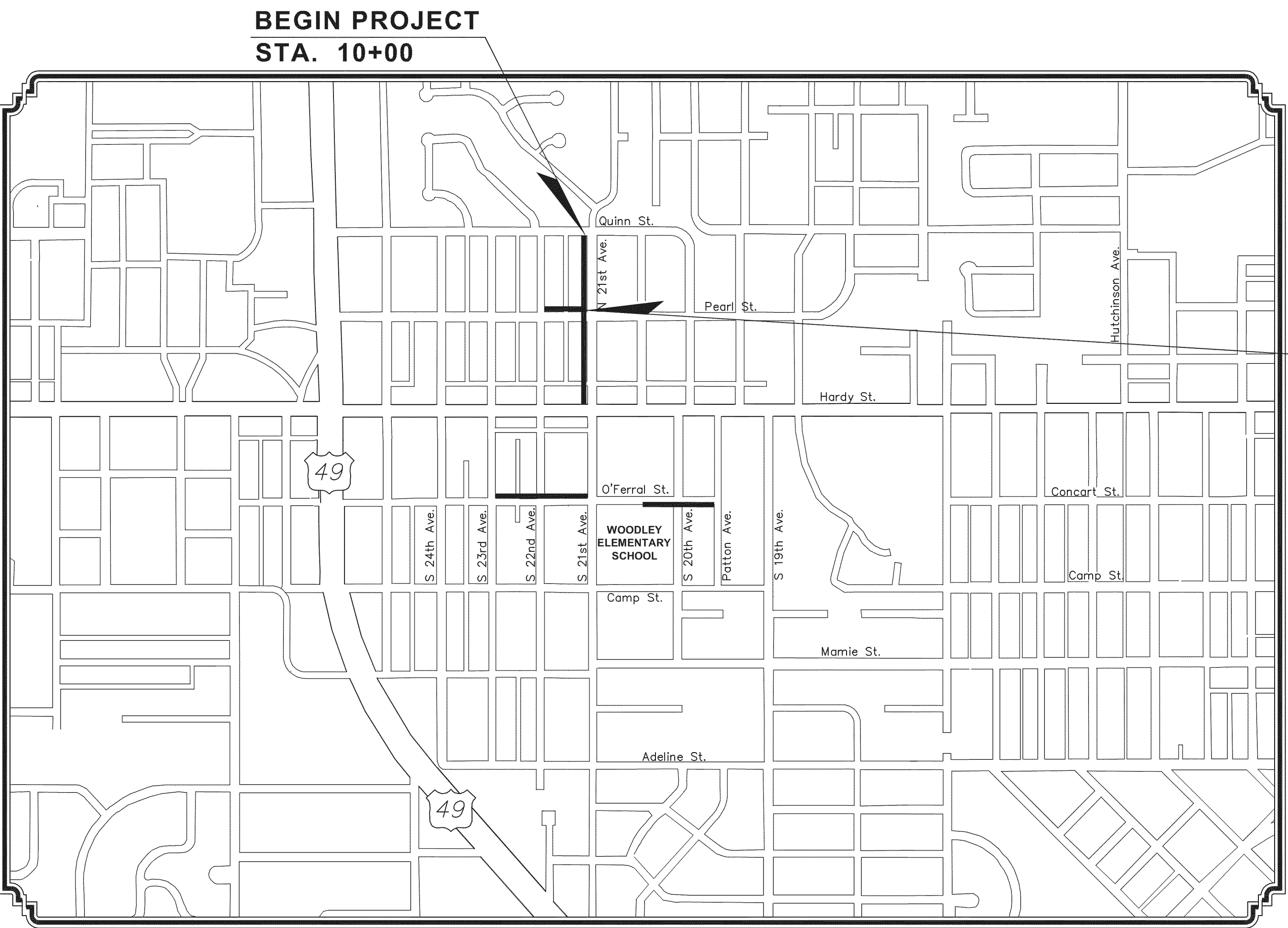
COUNCIL MEMBERS

KIM BRADLEY	WARD 1
DEBORAH D. DELGADO	WARD 2
CARTER CARROLL	WARD 3
DAVE WARE	WARD 4
HENRY E. NAYLOR	WARD 5

UTILITIES

CITY OF HATTIESBURG
MISSISSIPPI POWER
AT&T
WILLMUT GAS
COMCAST CABLE

PLAN 1 IN. = 20 FT.
PROFILE { HOR. 1 IN. = 20 FT.
VERT. 1 IN. = 5 FT.
LAYOUT 1 IN. = 300 FT.



VICINITY MAP
PROJECT LOCATION

LENGTH DATA

LENGTH OF ROADWAY	0.00 FT.	0.00 MI.
LENGTH OF BRIDGES	0.00 FT.	0.00 MI.
LENGTH OF PROJECT (NET)	0.00 FT.	0.00 MI.
LENGTH OF EXCEPTIONS	0.00 FT.	0.00 MI.
LENGTH OF PROJECT (GROSS)	0.00 FT.	0.00 MI.

END PROJECT
STA. 63+74

NOTE
★ INDICATES APPROXIMATE
LOCATION OF PROJECT.
LAT. N 31°18'36" LONG. W 89°17'59"
(APPROX. MIDDLE OF PROJECT)

DESIGN CONTROL
____ MPH = V (SPEED DESIGN)
ADT (2013) = ____ : ADT (2023) = ____
DHV = ____ : D = ____ % T = ____ %

PERMITS ACQUIRED BY MDOT
WETLANDS AND WATERS PERMITS
(NECESSARY FOR ULTIMATE IMPROVEMENTS ONLY):
NATIONWIDE #14 ☒ WATERS ☒ WETLANDS
NATIONWIDE (OTHER)* ☒ ☒
GENERAL* ☒ ☒
INDIVIDUAL (404)* ☒ ☒

* ACQUISITION OF PERMITS FOR TEMPORARY IMPACTS DURING
CONSTRUCTION ARE THE RESPONSIBILITY OF THE CONTRACTOR

STORMWATER PERMIT ☒
Y REQUIRED, CNOI SUBMITTED BY MDOT
(DISTURBED AREA = 5 ACRES + JNTB 2348)
S REQUIRED, SCNOI TO BE SUBMITTED BY
CONTRACTOR (1 TO 4.99 ACRES + JNTB 14)
N NO STORMWATER PERMIT REQUIRED (<1 ACRE)
APPROVED BY: _____ DATE: _____

PREPARED BY :



DATE : 1/24/2014

GEOFFREY P. CROSBY, P.E.
MISSISSIPPI LICENSE NO. 19984

GENERAL NOTES

1. THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2004 EDITION, AS AMENDED, SHALL BE THE STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF THIS PROJECT UNLESS OTHERWISE INDICATED OR AMENDED IN THE SPECIAL PROVISIONS, PROPOSAL AND CONTRACT DOCUMENTS.

2. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION.

3. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING GRADES AND MAKING ADJUSTMENTS AS NECESSARY WITH THE APPROVAL OF THE PROJECT ENGINEER.

4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, APRONS, BRIDGES, ETC. FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. EXTREME CARE SHOULD BE EXERCISED IN UNDERCUT AREAS AND THE UNDERCUT DEPTH MAY BE ADJUSTED AT CROSS DRAINS, AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.

5. WORK ON STRUCTURES FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PLACE WHAT BRACING, SHORING, OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY STRUCTURE ADJACENT TO THE EXCAVATION. ALL COSTS FOR ANY PROTECTIVE MEASURES INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING AND CONSTRUCTING THE FACILITY SHALL BE INCLUDED IN THE PRICE BID FOR CONTRACT ITEMS.

6. VOIDS CREATED BY THE REMOVAL OF POSTS, CONCRETE ANCHORS, FOOTINGS, ETC., SHALL BE BACKFILLED AND TAMPED IN ACCORDANCE WITH SECTION 203 OF THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (COST ABSORBED).

7. PRIOR TO EXCAVATION AND EMBANKMENT CONSTRUCTION, ALL TOPSOIL SHALL BE STRIPPED AND STOCKPILED. AFTER COMPLETION OF EXCAVATION AND EMBANKMENT CONSTRUCTION, ALL SLOPES SHALL BE UNIFORMLY PLATED WITH THE STOCKPILED TOPSOIL. THE COST OF STRIPPING, STOCKPILING, PLACING AND SPREADING OF TOPSOIL IS TO BE INCLUDED IN OTHER ITEMS OF WORK.

8. ALL STORM DRAINAGE STRUCTURES SHALL BE CAST-IN-PLACE.

9. FLUORESCENT ORANGE SHEETING SHALL BE USED ON ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS EXCEPT FOR THOSE DESIGNATED IN PLANS TO BE BLACK LEGEND AND BORDER ON WHITE BACKGROUND.

10. THE CONTRACTOR IS TO REMOVE AND RESET ANY SIGNS AND MAILBOXES WHICH CONFLICT WITH CONSTRUCTION (NOT A SEPARATE PAY ITEM).

11. THE LOCATION AND SPACING OF SIGNS SHOWN ON THE TRAFFIC CONTROL PLAN ARE APPROXIMATE AND MAY BE ADJUSTED AS NECESSARY TO FIT FIELD CONDITIONS.

12. ALL POST LENGTHS FOR SIGNS SHALL BE VERIFIED IN THE FIELD PRIOR TO FABRICATION.

13. SOME WORK MAY BE REQUIRED OUTSIDE THE PROJECT LIMITS BEYOND THE B.O.P. AND E.O.P. NO ADDITIONAL COMPENSATION WILL BE MADE FOR SUCH WORK EXCEPT AS PROVIDED BY SPECIFIC PAY ITEMS SHOWN ON THE PLANS.

14. ALL SIGNS, SIGNALS, PAVEMENT MARKINGS AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).

15. ALL RAISED OBJECTS SHALL BE PLACED A MINIMUM OF 2 FEET BEHIND THE FACE OF CURB.

16. CONTRACTOR SHALL MAKE THE APPLICATION FOR POWER SERVICE, COORDINATING WITH UTILITY COMPANY, IN ADVANCE OF REQUIRING THE ELECTRICAL SERVICE.

17. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THROUGH AND LOCAL TRAFFIC IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.

18. THE CONTRACTOR SHALL PROVIDE ACCESS (INGRESS AND EGRESS) TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR IS REQUIRED TO NOTIFY BUSINESSES AND HOMEOWNERS 48 HOURS IN ADVANCE OF ACCESS RESTRICTIONS.

19. THE CONTRACTOR SHALL COORDINATE HIS WORK WITH OTHER CONTRACTOR'S TO FACILITATE TIE-INS TO OTHER CONTRACTOR'S WORK, WHERE FEASIBLE AND PRACTICABLE.

20. CONTRACTOR SHALL COORDINATE WITH THE RESPECTIVE UTILITY COMPANIES FOR RELOCATION OF EXISTING POWER, GAS, TELEPHONE, AND CABLE TV UTILITIES. CONTRACTOR SHALL PROVIDE ACCESS TO THE UTILITY COMPANIES FOR RELOCATION ACTIVITIES AS REQUIRED.

21. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE VERIFICATION, PROTECTION, AND RELOCATION OF BENCHMARKS DURING CONSTRUCTION. NO ADDITIONAL PAYMENT WILL BE MADE FOR RELOCATION OF BENCHMARKS.

22. CONTRACTOR SHALL BE RESPONSIBLE FOR RESETTNG ANY SIGNS THAT ARE IN DIRECT CONFLICT WITH CONSTRUCTION IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION (COST ABSORBED).

23. REMOVAL OF EXISTING AND TEMPORARY TRAFFIC STRIPING, TRAFFIC CONTROL SIGNS AND BARRICADES SHALL BE ABSORBED UNDER PAY ITEM 618-A, MAINTENANCE OF TRAFFIC.

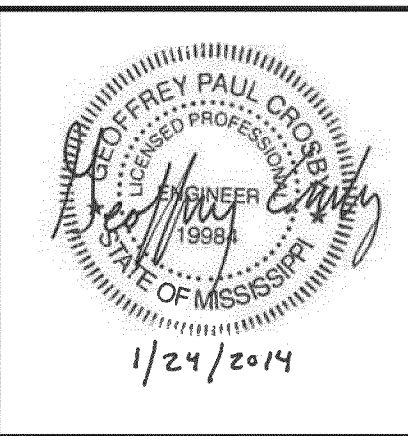
24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE UTILITY COMPANIES IF ANY UTILITY POLES NEED TO BE SUPPORTED DURING CONSTRUCTION (COST ABSORBED).

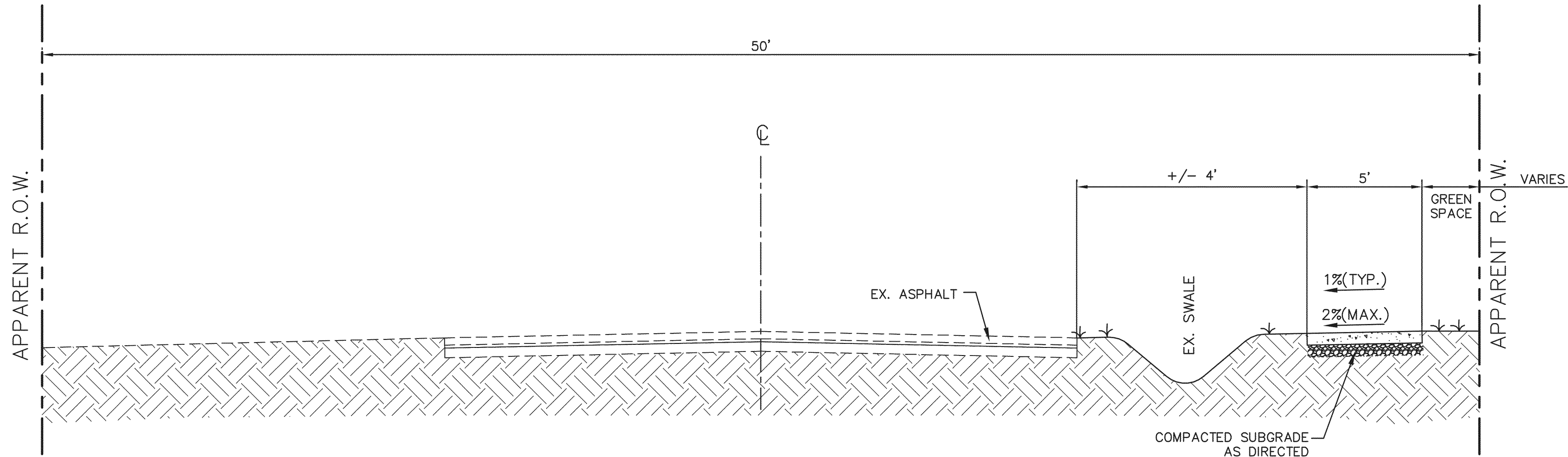
25. THE CONTRACTOR SHALL REPAIR FENCES, RETAINING WALLS, GATES, SODDING, LANDSCAPING, ETC. DAMAGED DURING OVERALL CONSTRUCTION (COST ABSORBED).

26. THE EROSION CONTROL DEVICES REFERENCED IN THESE PLANS ARE A MINIMUM RESPONSIBILITY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE RIGHT OF WAY OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL SUBMIT AN EROSION CONTROL PLAN PRIOR TO COMMENCEMENT OF WORK AND MAINTAIN THE PLAN DURING CONSTRUCTION.

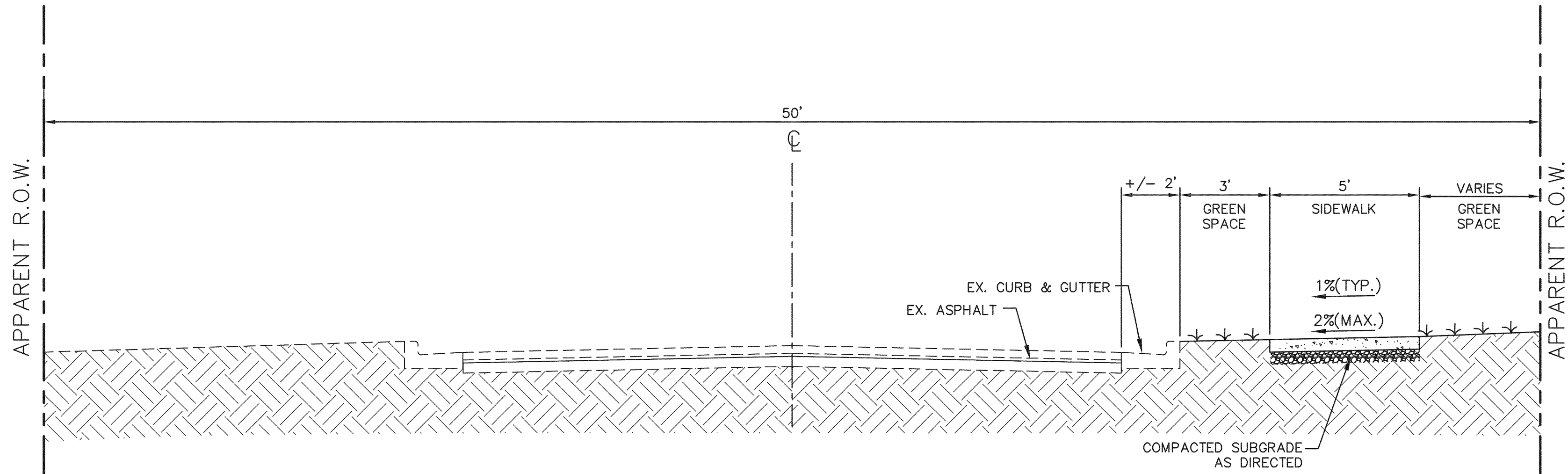
27. ALL SCHOOL WARNING SIGNS INCLUDING SUPPLEMENTAL PLAQUES AND "SCHOOL" PORTION OF SCHOOL SPEED LIMIT SIGN SHALL HAVE FLOURESCENT YELLOW-GREEN BACKGROUND WITH BLACK LEGEND AND BORDER.

28. CONTRACTOR SHALL PROVIDE ADA ACCESS DURING CONSTRUCTION IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.
- | DESCRIPTION OF SHEET | | WKG. NO. | SHT. NO. |
|--|--|----------|----------|
| TITLE SHEET (1) | | | 1 |
| DETAILED INDEX & GENERAL NOTES (1) | | | |
| INDEX & GENERAL NOTES | | GN-1 | 2 |
| TYPICAL SECTION SHEETS (1) | | | |
| TYPICAL SECTIONS | | TS-1 | 3 |
| QUANTITY SHEETS (3) | | | |
| SUMMARY OF QUANTITIES | | SQ-1 | 4 |
| ESTIMATED QUANTITIES - REMOVAL ITEMS | | EQ-1 | 5 |
| ESTIMATED QUANTITIES - ROADWAY | | EQ-2 | 6 |
| DEMOLITION SHEETS (4) | | | |
| EXISTING CONDITIONS AND DEMOLITION PLAN - NORTH 21ST AVENUE STA. 10+00 TO STA. 19+50 | | DEMO-1 | 7 |
| EXISTING CONDITIONS AND DEMOLITION PLAN - NORTH 21ST AVENUE STA. 19+50 TO STA. 23+10 | | DEMO-2 | 8 |
| EXISTING CONDITIONS AND DEMOLITION PLAN - OFERRAL STREET STA. 33+50 TO STA. 41+55 | | DEMO-3 | 9 |
| EXISTING CONDITIONS AND DEMOLITION PLAN - OFERRAL STREET STA. 50+00 TO STA. 55+40
PEARL STREET STA. 60+00 TO STA. 63+74 | | DEMO-4 | 10 |
| PLAN SHEETS (4) | | | |
| NORTH 21ST AVENUE - STA. 10+00 TO STA. 19+50 | | PLN-1 | 11 |
| NORTH 21ST AVENUE - STA. 19+50 TO STA. 23+10 | | PLN-2 | 12 |
| OFERRAL STREET - STA. 33+50 TO STA. 41+55 | | PLN-3 | 13 |
| OFERRAL STREET - STA. 50+00 TO STA. 55+40 / PEARL STREET STA. 60+00 TO STA. 63+74 | | PLN-4 | 14 |
| SPECIAL DESIGN SHEETS (7) | | | |
| VEGETATION SCHEDULE | | VS-1 | 15 |
| MISCELLANEOUS DETAILS | | DET-1 | 16 |
| MISCELLANEOUS DETAILS | | DET-2 | 17 |
| SCHOOL MAST ARM SIGNAL - ADDITIVE ALTERNATE NO. 1 | | DET-3 | 18 |
| TRAFFIC CONTROL PLAN | | TCP-1 | 19 |
| TRAFFIC CONTROL PLAN - ONE LANE CLOSURE | | TCP-2 | 20 |
| TRAFFIC CONTROL PLAN - SCHOOL MAST ARM SIGNAL | | TCP-3 | 21 |
| TRAFFIC SIGNAL DESIGN SHEETS AND DETAILS (4) | | | |
| DETAIL OF TRAFFIC SIGNAL HEADS, TRAFFIC SIGNAL SIGNS, AND GENERAL NOTES | | TSD-1 | 22 |
| PULL BOX AND CONDUIT TRENCHING DETAILS FOR TRAFFIC SIGNAL INSTALLATION | | TSD-3 | 23 |
| TYPICAL DETAILS OF CONTROLLER CABINET MOUNTINGS, TYPE 1 POLE ATTACHMENTS AND MISCELLANEOUS DETAILS | | TSD-5 | 24 |
| MAST ARM AND PEDESTAL POLE DETAILS FOR TRAFFIC SIGNAL INSTALLATION | | TSD-6 | 25 |
| MDOT STANDARD DRAWINGS (7) | | | |
| BREAKAWAY SIGN SUPPORTS | | SN-6B | 231 |
| HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS | | TCP-10 | 259 |
| DRIVEWAYS, CURB & GUTTER & SIDEWALKS | | SD-1 | 287 |
| TYPICAL TEMPORARY EROSION/SEDIMENT CONTROL APPLICATIONS | | ECD-1 | |
| DETAILS OF SEDIMENT BARRIER APPLICATIONS | | ECD-2 | |
| DETAILS OF SILT FENCE INSTALLATION | | ECD-3 | |
| INLET PROTECTION DETAILS OF SANDBAG | | ECD-14 | |
| TOTAL NUMBER OF SHEETS (32) | | | |

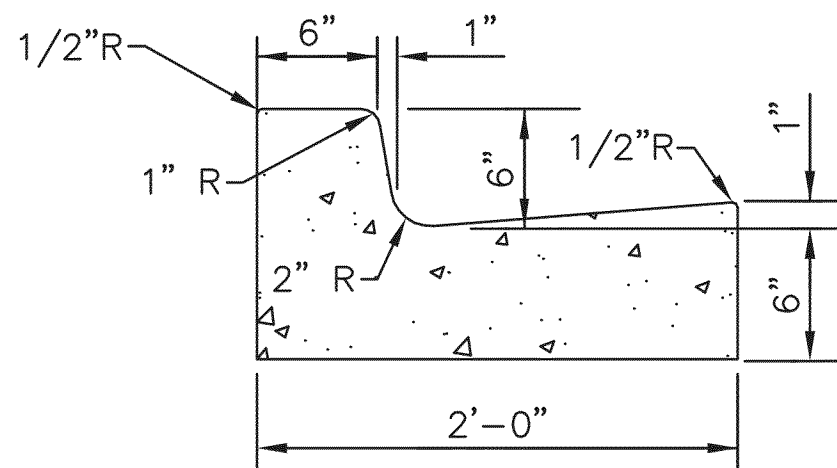
NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		SAFE ROUTES TO SCHOOL WOODLEY SIDEWALK PROJECT PROJECT NO. SRSP-0210-00(024) LPA/106139-401000 CITY OF HATTIESBURG FORREST COUNTY, MS			INDEX & GENERAL NOTES	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8695.001					
					FILENAME: GENERAL NOTES.DWG					
					SCALE: N.T.S.					
					SURVEYED BY: ANDREWS ENGINEERING					
					DSGN: GPC DATE: 06/2011					
					DRWN: GPC DATE: 06/2011					
					CHKD: DATE:				WORKING NUMBER:		DRAWING NUMBER:
				QA/QC: DATE:	GN-1		2			



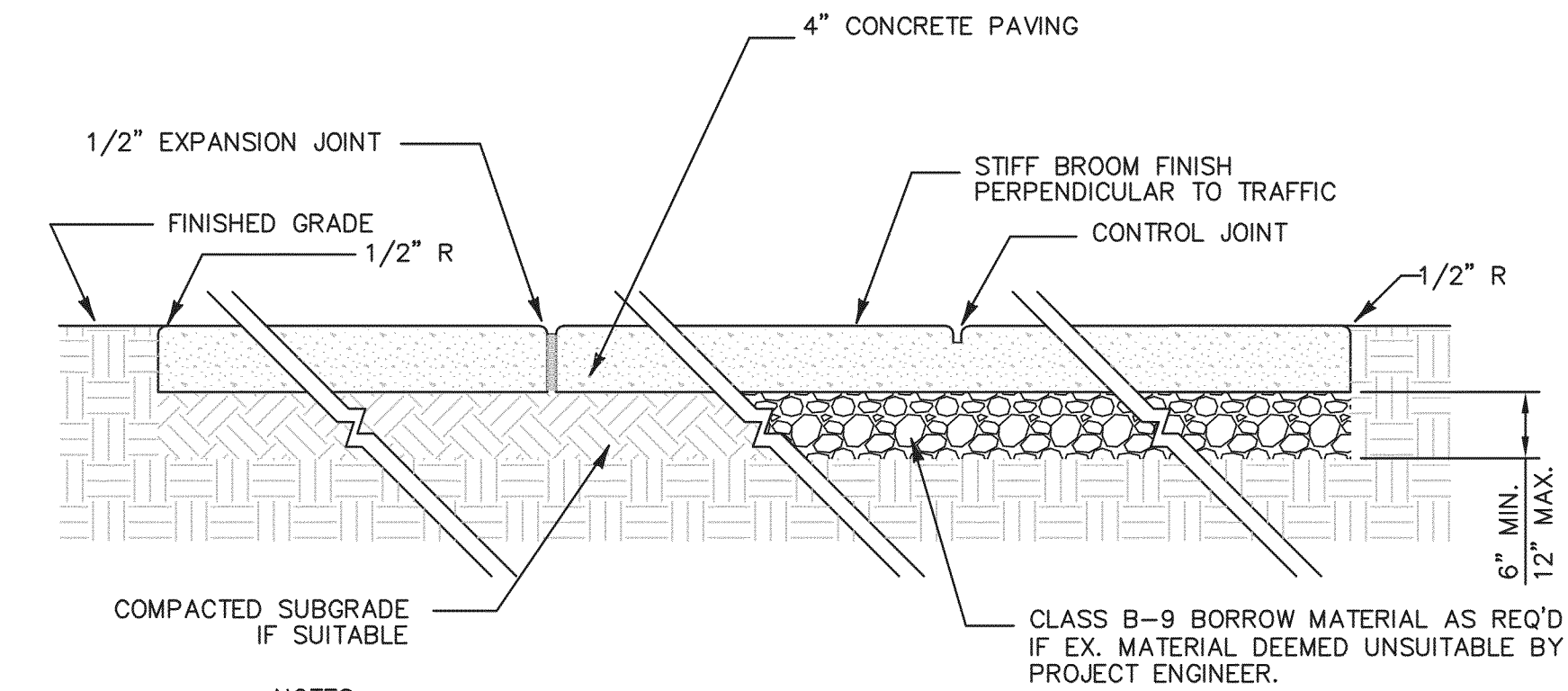
PROPOSED TYPICAL SECTION
NOT TO SCALE



PROPOSED TYPICAL SECTION
NOT TO SCALE

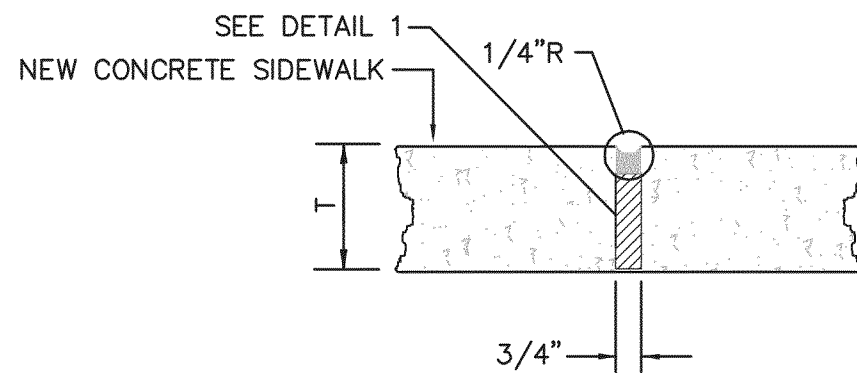


TYPE "1" MODIFIED CURB & GUTTER
NOT TO SCALE

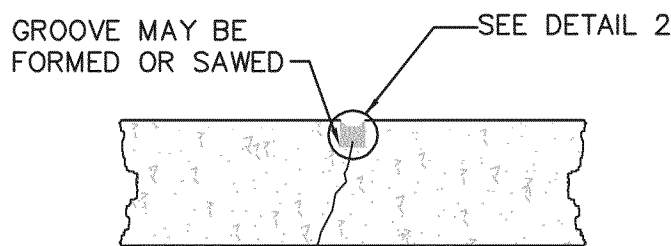


- NOTES:
- 1/2" EXPANSION JOINT CONFORMING TO ASTM D1751. TOP OF JOINT SHALL BE SEALED w/ 1/2" TAR MODIFIED URETHANE SEALANT. PLACE EXPANSION JOINT AS SHOWN IN TABLE BELOW.
 - HAND TOOLED CONTROL JOINTS W/ 1/2" RADIUS EVERY 5' (4' ON 4' WIDE SIDEWALKS).
 - ALL SUBGRADE SOILS FOR SIDEWALK SHALL BE COMPACTED TO 95% STANDARD PROCTOR MAXIMUM DRY DENSITY.
 - CLASS B-9 BORROW MATERIAL SHALL BE INCLUDED IN THE COST OF THE SIDEWALK.

TYPICAL SIDEWALK DETAIL
NOT TO SCALE

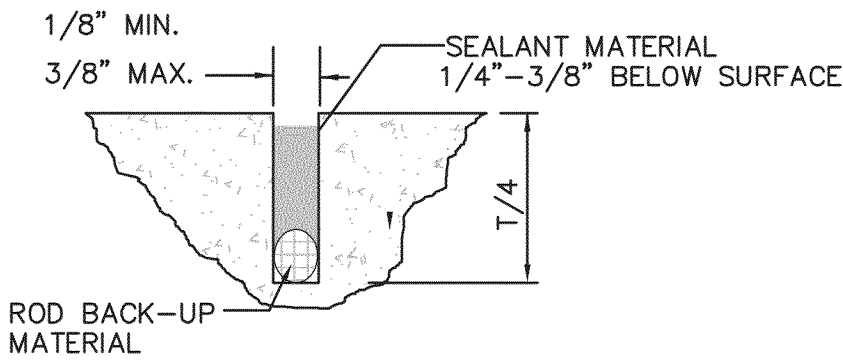


TYPE "B" - EXPANSION JOINT
NOT TO SCALE

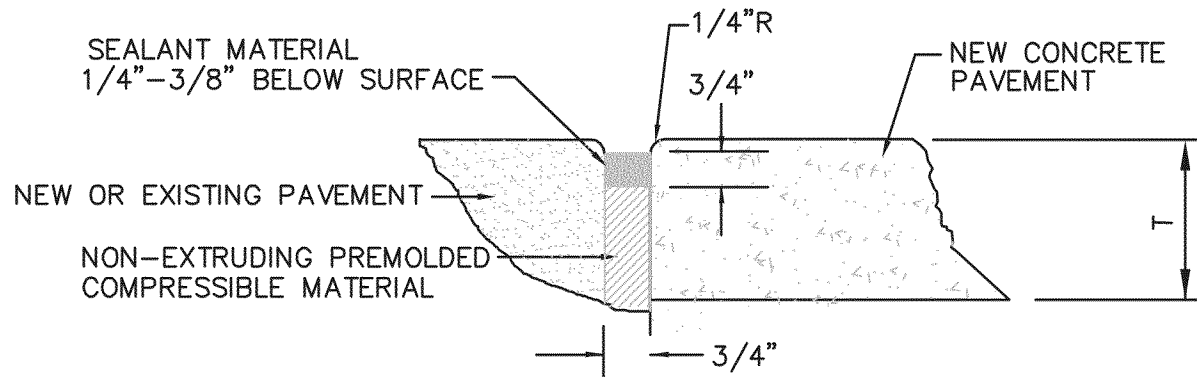


TYPE "A" - CONTROL JOINT
NOT TO SCALE

SIDEWALK WIDTH	JOINT SPACING	
	CONTROL JOINT	EXPANSION JOINT
4	4	16
5	5	20



DETAIL 2 - CONTROL JOINT
NOT TO SCALE



DETAIL 1 - EXPANSION JOINTS
NOT TO SCALE

NOTICE TO DRAWING HOLDER	REVISIONS			DRAWING INFORMATION		SAFE ROUTES TO SCHOOL WOODLEY SIDEWALK PROJECT PROJECT NO. SRSP-0210-00(024) LPA/106139-401000	CITY OF HATTIESBURG FORREST COUNTY, MS	NEEL-SCHAFFER Solutions you can build upon	TYPICAL SECTIONS	
	NO.	DATE	BY	DESCRIPTION					WORKING NUMBER:	DRAWING NUMBER:
NEEL-SCHAFFER, INC., HEREAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.					N-S PROJECT NO.: 8695.001				TS-1	3
					FILENAME: TYP_SECT.DWG					
					SCALE: NOT TO SCALE					
					SURVEYED BY: ANDREWS ENGINEERING					
					DSON: GPC DATE: 06/2011					
					DRWN: GPC DATE: 06/2011					
					CHKD: DATE:					
					QA/QC: DATE:					

[illegible]

*PAID FOR UNDER PAY ITEM 202-B078

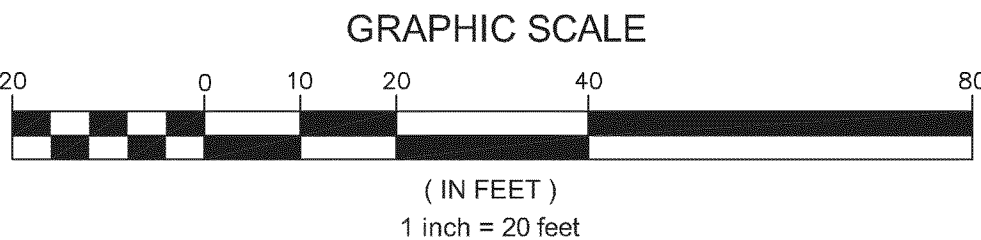
NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION				
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 7810.001			
					FILENAME: EQ.DWG			
					SCALE: N.T.S.			
					SURVEYED BY: ANDREWS ENGINEERING			
					DSGN: GPC DATE: 06/2011			
					DRWN: GPC DATE: 06/2011			
					CHKD: DATE:			
				QA/QC: DATE:				
					SAFE ROUTES TO SCHOOL WOODLEY SIDEWALK PROJECT PROJECT NO. SRSP-0210-00(024) LPA/106139-401000 CITY OF HATTIESBURG FORREST COUNTY, MS	 NEEL-SCHAFFER <i>Solutions you can build upon</i>	ESTIMATED QUANTITIES -REMOVAL ITEMS-	
							WORKING NUMBER: EQ-1	DRAWING NUMBER: 5

[illegible][illegible]

**ESTIMATED QUANTITY, TO BE USED AS DIRECTED*

NOTICE TO DRAWING HOLDER NEEL-SCHAFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		SAFE ROUTES TO SCHOOL WOODLEY SIDEWALK PROJECT PROJECT NO. SRSP-0210-00(024) LPA/106139-401000 CITY OF HATTIESBURG FORREST COUNTY, MS	 NEEL-SCHAFER <i>Solutions you can build upon</i>	ESTIMATED QUANTITIES -ROADWAY-		
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8695.001			SURVEYED BY: ANDREWS ENGINEERING	WORKING NUMBER: EQ-2	DRAWING NUMBER: 6
					FILENAME: EQ.DWG					
					SCALE: N.T.S.					
					DSGN: GPC DATE: 06/2011					
					DRWN: GPC DATE: 06/2011					
					CHKD: DATE:					
					QA/QC: DATE:					

NAME	: CONTROL POINT #2
ELEV	: 182.77
NORTHING:	664990.7568'
EASTING	: 831427.4351'
DESC	: NAIL



GRAPHIC SCALE

(IN FEET)
1 inch = 20 feet

REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8695.001	
				FILENAME: MASTER.DWG	
				SCALE: 1"=20'	
				SURVEYED BY: ANDREWS ENGINEERING	
				DSGN: GPC	DATE: 06/2011
				DRWN: GPC	DATE: 06/2011
				CHKD:	DATE:
				QA/QC:	DATE:



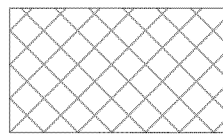
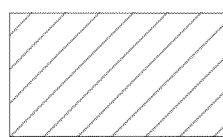
NEEL-SCHAFFER
Solutions you can build upon

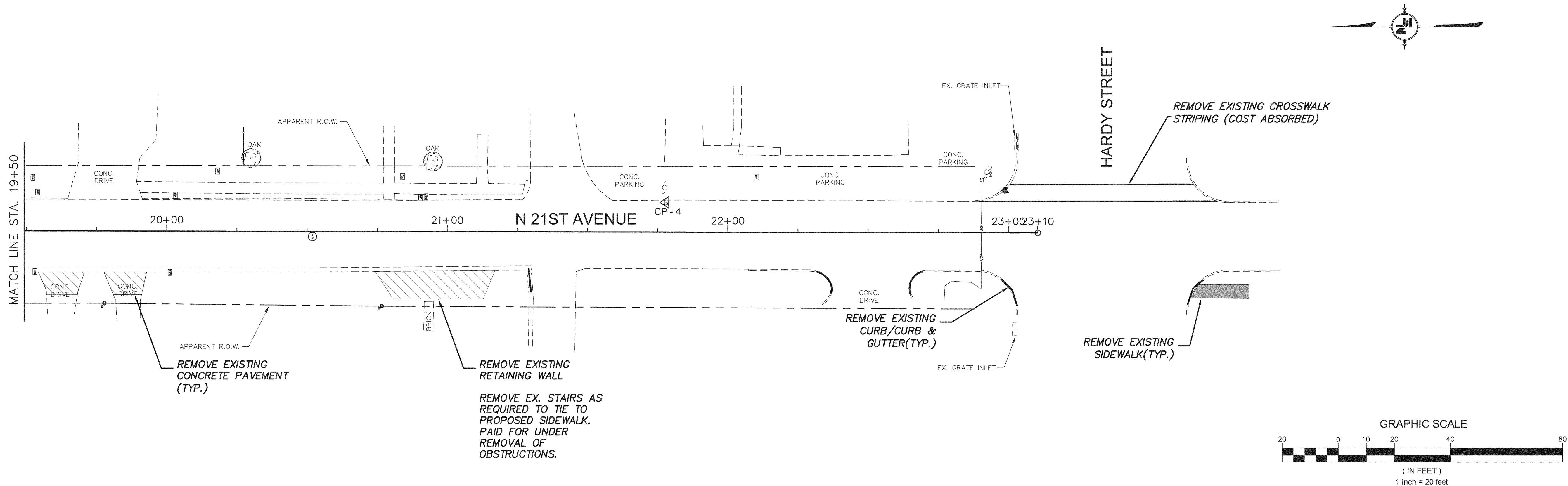
EXISTING CONDITIONS AND DEMOLITION PLAN
NORTH 21ST AVENUE
STA. 10+00 TO STA. 19+50

WORKING NUMBER
DEMO-1

DRAWING NUMBER:
7

NAME	: CONTROL POINT #4
ELEV	: 191.17
NORTHING	: 664132.8755'
EASTING	: 831428.6826'
DESC	: NAIL

-  REMOVAL OF ASPHALT PAVEMENT
-  REMOVAL OF CONCRETE PAVEMENT AND DRIVEWAYS
-  REMOVAL OF CONCRETE SIDEWALK
-  REMOVAL OF CONCRETE CURB



NOTICE TO DRAWING HOLDER

NEEL-SCHAFER, INC., HERINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8695.001	
				FILENAME: MASTER.DWG	
				SCALE: 1"=20'	
				SURVEYED BY: ANDREWS ENGINEERING	
				DSGN: GPC	DATE: 06/2011
				DRWN: GPC	DATE: 06/2011
				CHKD:	DATE:
				QA/QC:	DATE:

SAFE ROUTES TO SCHOOL
WOODLEY SIDEWALK PROJECT
PROJECT NO. SRSP-0210-00(024) LPA/106139-401000

CITY OF HATTIESBURG
FORREST COUNTY, MS

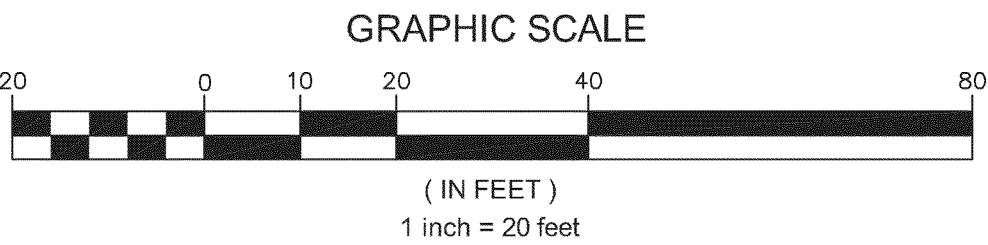
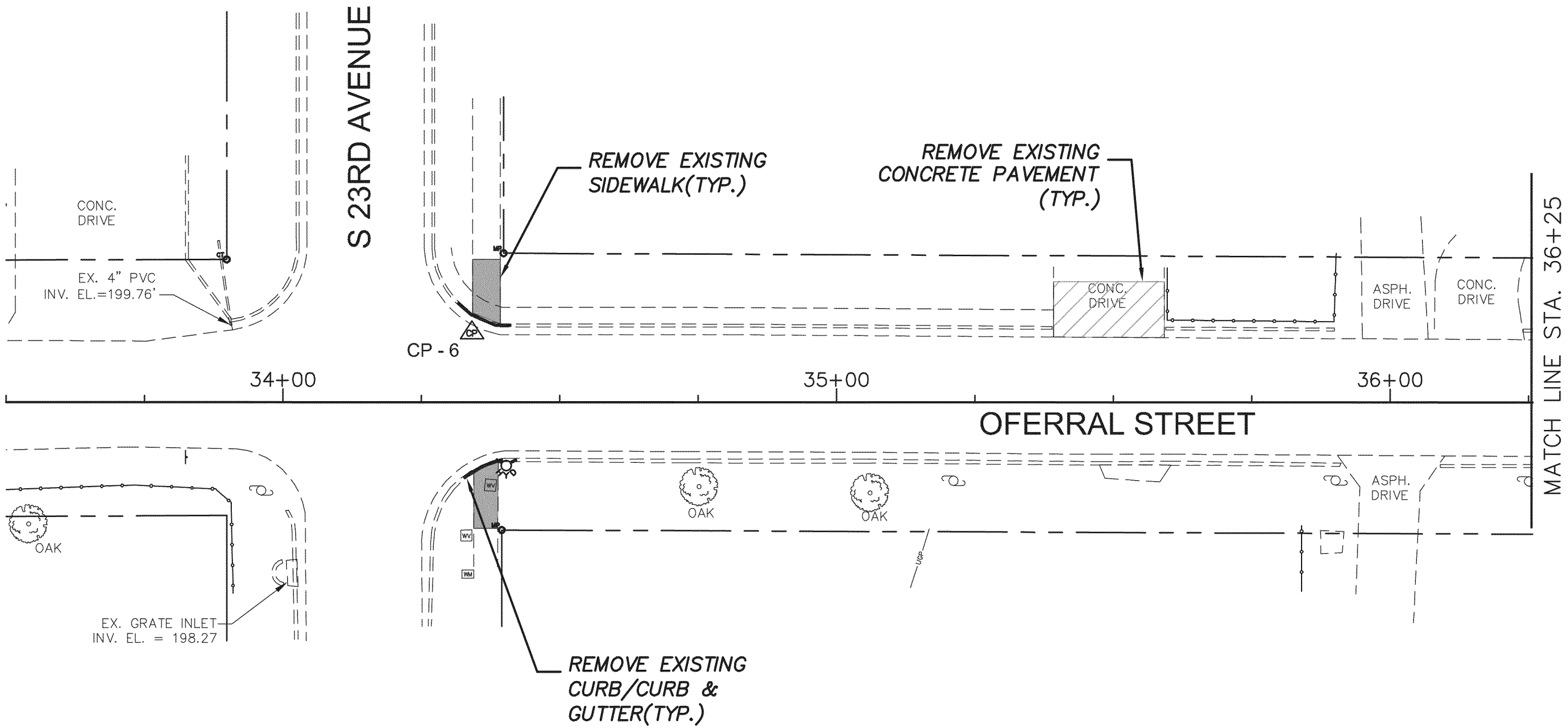
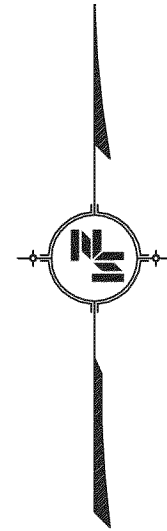


EXISTING CONDITIONS AND DEMOLITION PLAN
NORTH 21ST AVENUE
STA. 19+50 TO STA. 23+10

WORKING NUMBER:
DEMO-2

DRAWING NUMBER:
8

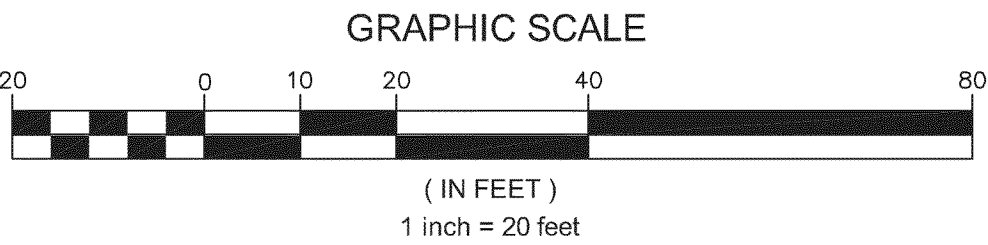
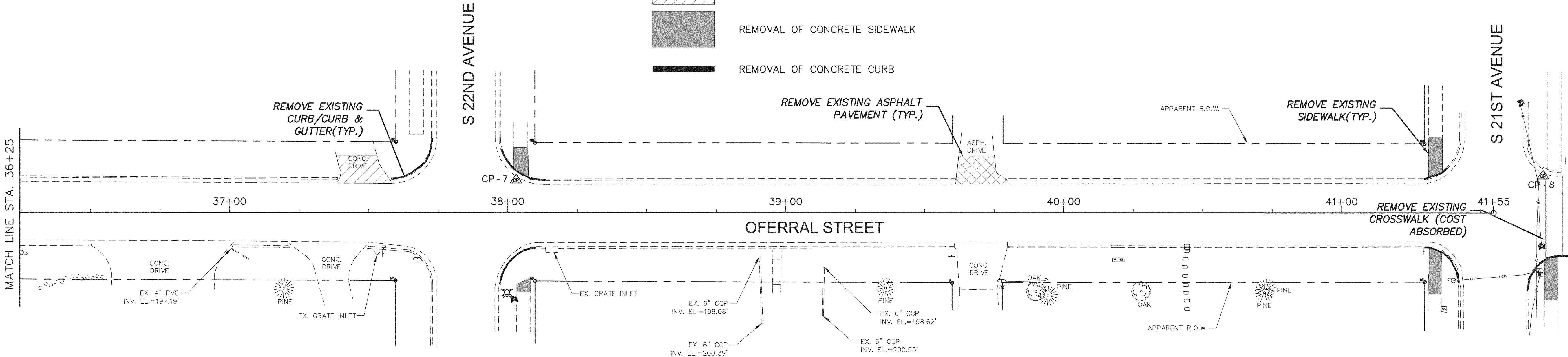
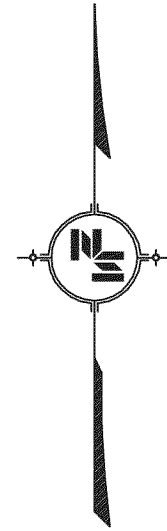
NAME	: CONTROL POINT #6
ELEV	: 200.29
NORTHING	: 663309.3772'
EASTING	: 830694.2823'
DESC	: NAIL



NAME	: CONTROL POINT #7
ELEV	: 196.47
NORTHING	: 663308.5422'
EASTING	: 831063.1814'
DESC	: NAIL

- REMOVAL OF ASPHALT PAVEMENT
- REMOVAL OF CONCRETE PAVEMENT AND DRIVEWAYS
- REMOVAL OF CONCRETE SIDEWALK
- REMOVAL OF CONCRETE CURB

NAME	: CONTROL POINT #8
ELEV	: 199.12
NORTHING	: 663310.0065'
EASTING	: 831432.5094'
DESC	: NAIL



NOTICE TO DRAWING HOLDER

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REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO: 8695.001	
				FILENAME: MASTER.DWG	
				SCALE: 1"=20'	
				SURVEYED BY: ANDREWS ENGINEERING	
				DSON: GPC	DATE: 06/2011
				DRWN: GPC	DATE: 06/2011
				CHKD:	DATE:
				QA/QC:	DATE:

SAFE ROUTES TO SCHOOL
WOODLEY SIDEWALK PROJECT
PROJECT NO. SRSP-0210-00(024) LPA/106139-401000

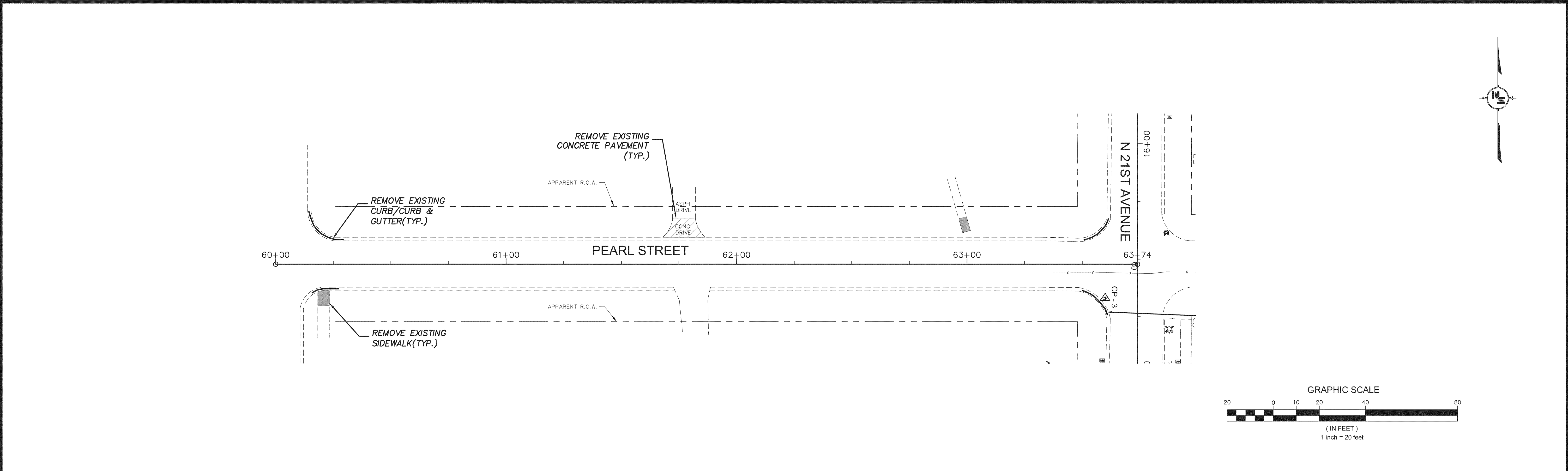
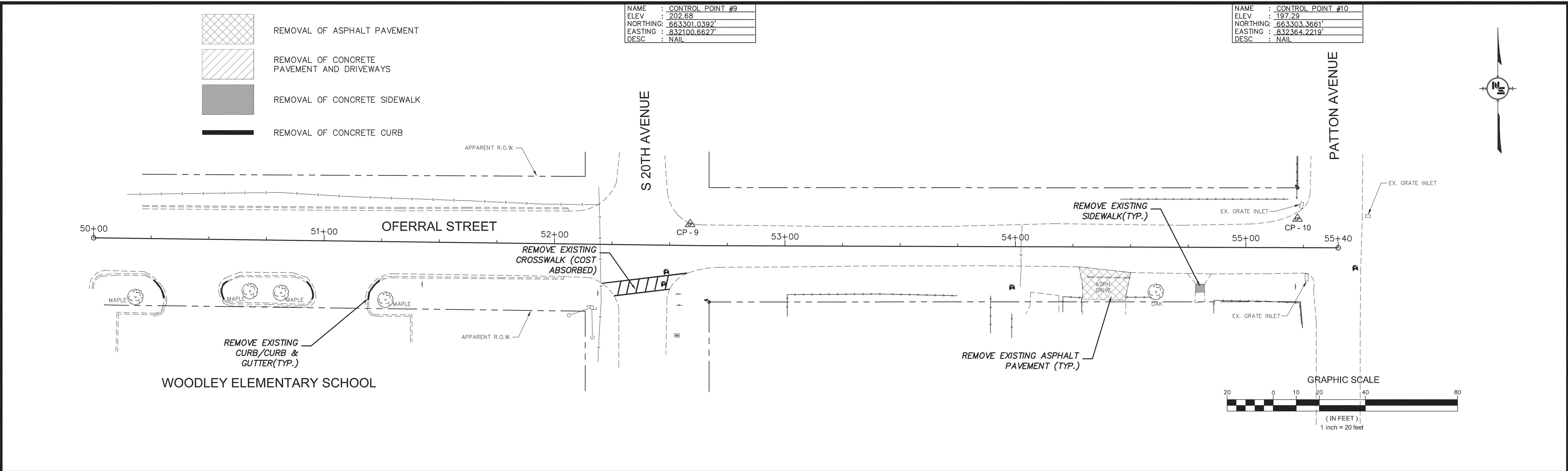
CITY OF HATTIESBURG
FORREST COUNTY, MS



EXISTING CONDITIONS AND DEMOLITION PLAN
OFERRAL STREET
STA. 33+50 TO STA. 41+55

WORKING NUMBER:
DEMO-3

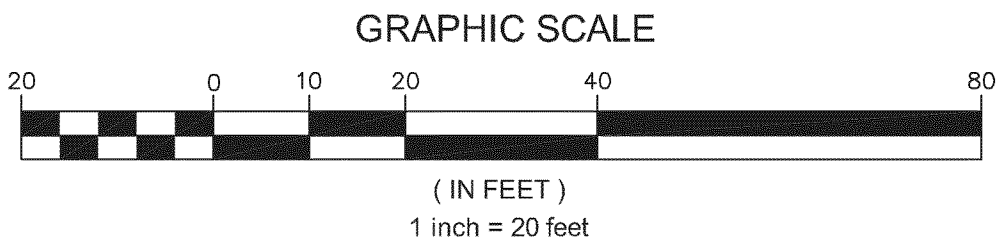
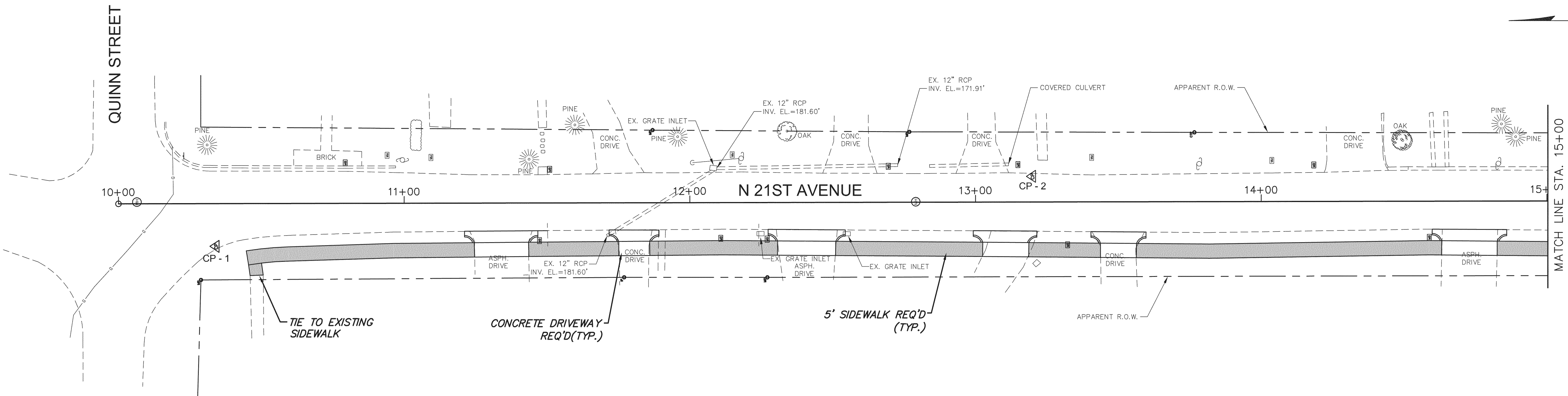
DRAWING NUMBER:
9



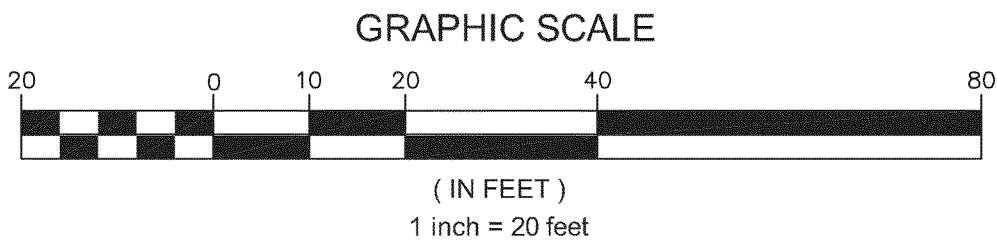
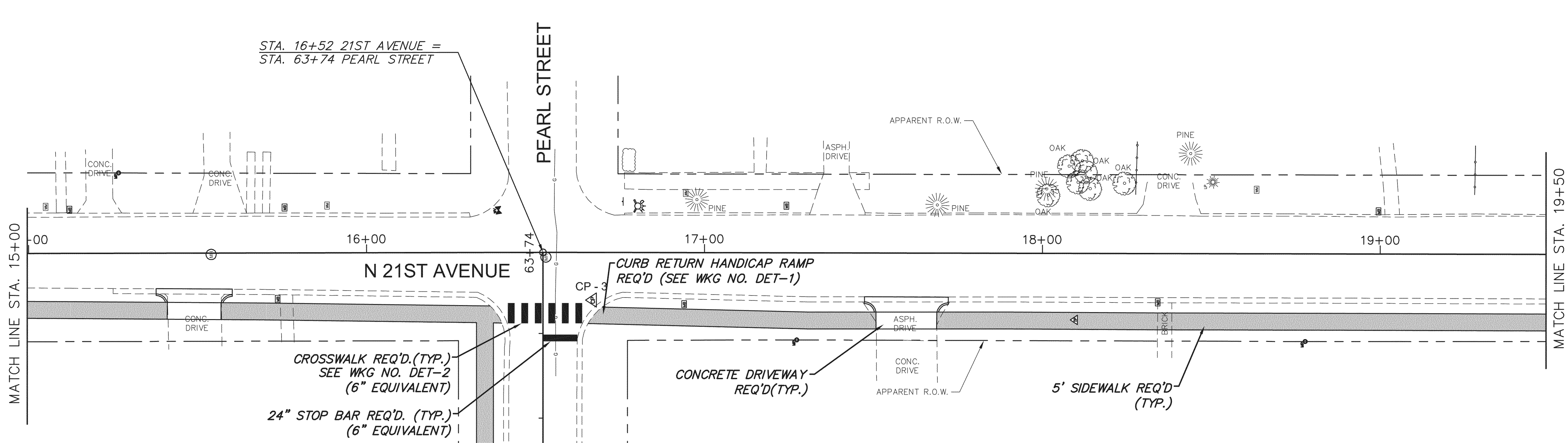
NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS				DRAWING INFORMATION		SAFE ROUTES TO SCHOOL WOODLEY SIDEWALK PROJECT PROJECT NO. SRSP-0210-00(024) LPA/106139-401000 CITY OF HATTIESBURG FORREST COUNTY, MS	NEEL-SCHAFFER <i>Solutions you can build upon</i>	EXISTING CONDITIONS AND DEMOLITION PLAN OFERRAL STREET STA. 50+00 TO STA. 55+40 PEARL STREET STA. 60+00 TO STA. 63+74			
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8695.001				WORKING NUMBER: DEMO-4	DRAWING NUMBER: 10		
					FILENAME: MASTER.DWG							
					SCALE: 1"=20'							
					SURVEYED BY: ANDREWS ENGINEERING							
					DSGN: GPC	DATE: 06/2011						
					DRWN: GPC	DATE: 06/2011						
					CHKD:	DATE:						
				QA/QC:	DATE:							

NAME	: CONTROL POINT #1
ELEV	: 180.77
NORTHING	: 665276.5853'
EASTING	: 831402.9004'
DESC	: NAIL

NAME	: CONTROL POINT #2
ELEV	: 182.77
NORTHING	: 664990.7568'
EASTING	: 831427.4351'
DESC	: NAIL

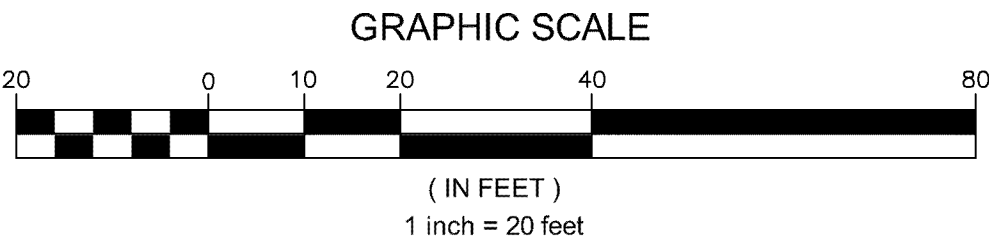
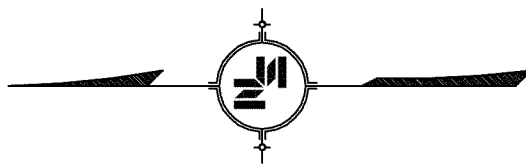
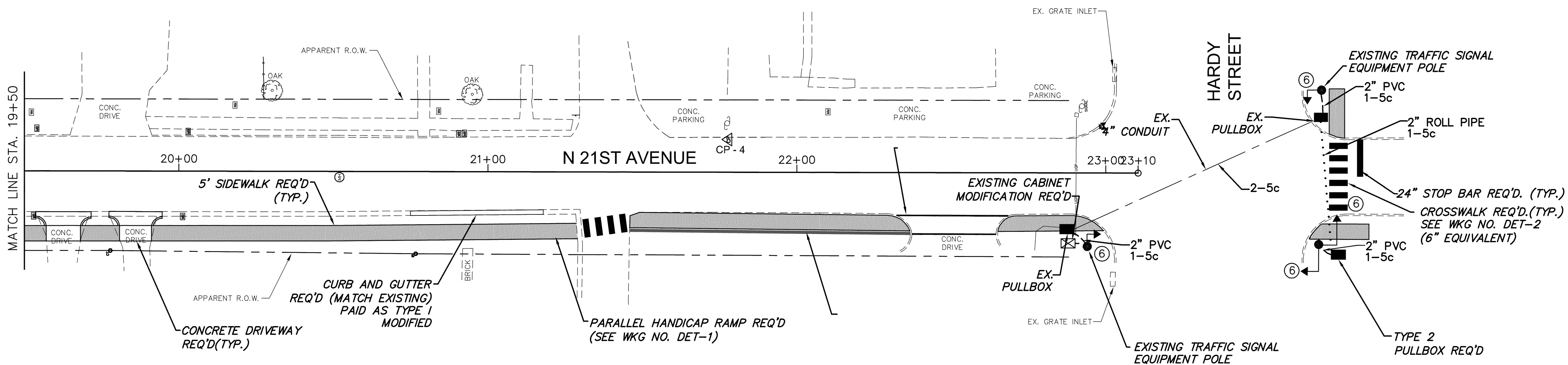


NAME	: CONTROL POINT #3
ELEV	: 195.58'
NORTHING	: 664643.7921'
EASTING	: 831405.0234'
DESC	: NAIL

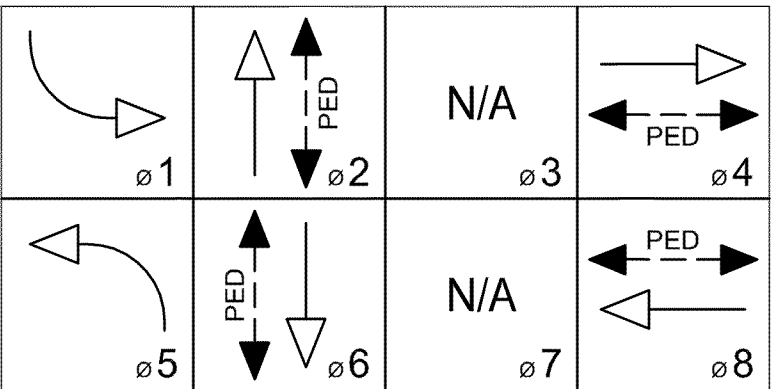


NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS				DRAWING INFORMATION		SAFE ROUTES TO SCHOOL WOODLEY SIDEWALK PROJECT PROJECT NO. SRSP-0210-00(024) LPA/106139-401000 CITY OF HATTIESBURG FORREST COUNTY, MS	 NEEL-SCHAFFER Solutions you can build upon	NORTH 21ST AVENUE	
	STA. 10+00 TO STA. 19+50									
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8695.001					
	FILENAME: MASTER.DWG									
	SCALE: 1"=20'									
	SURVEYED BY: ANDREWS ENGINEERING									
	DSGN: GPC DATE: 06/2011									
	DRWN: GPC DATE: 06/2011									
CHKD: DATE:										
QA/QC: DATE:										

NAME	: CONTROL POINT #4
ELEV	: 191.17
NORTHING	: 664132.8755'
EASTING	: 831428.6826'
DESC	: NAIL



SIGNAL PHASING

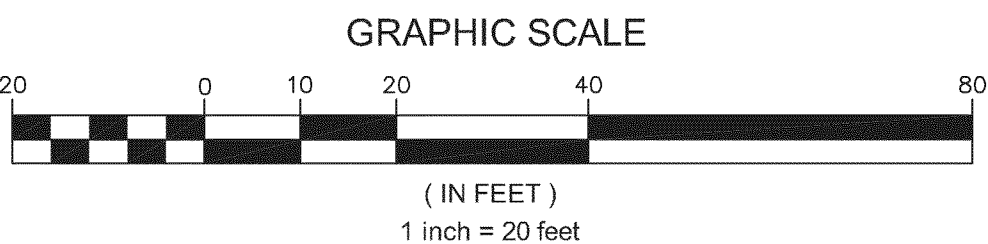
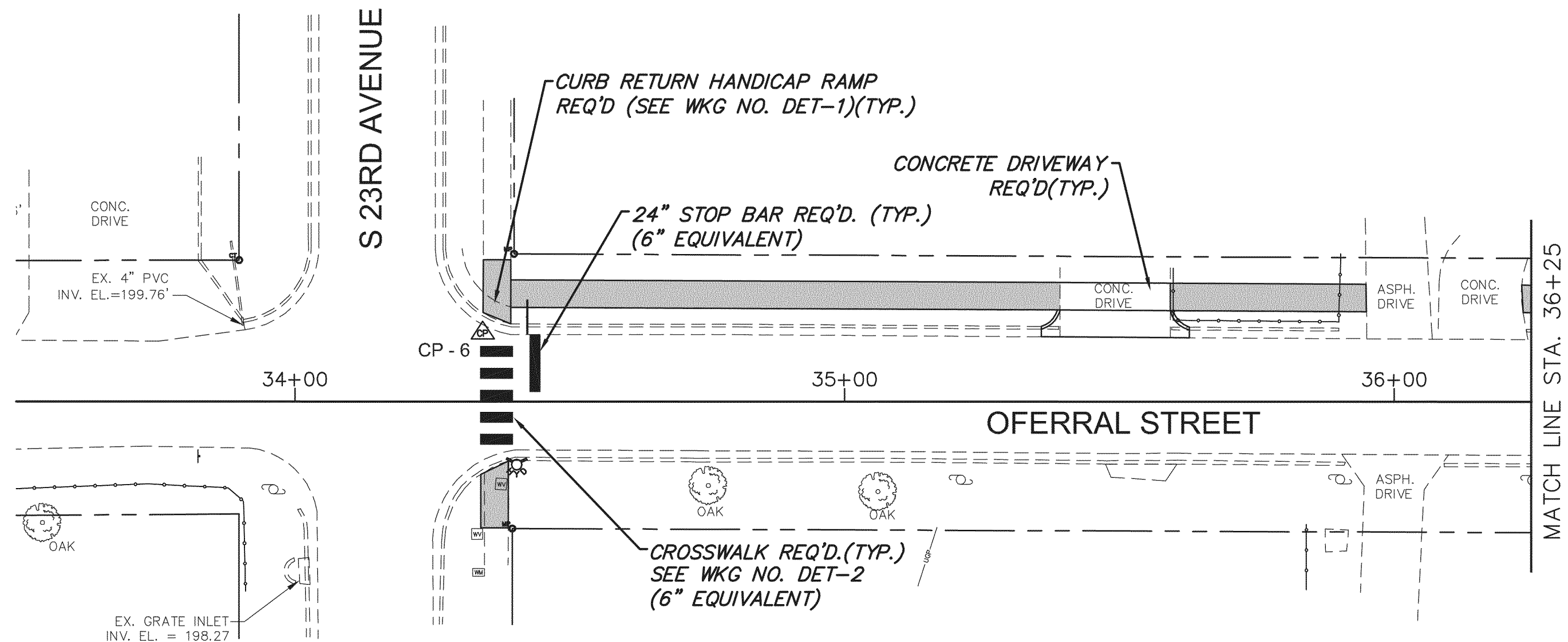


PEDESTRIAN SIGNAL NOTES:

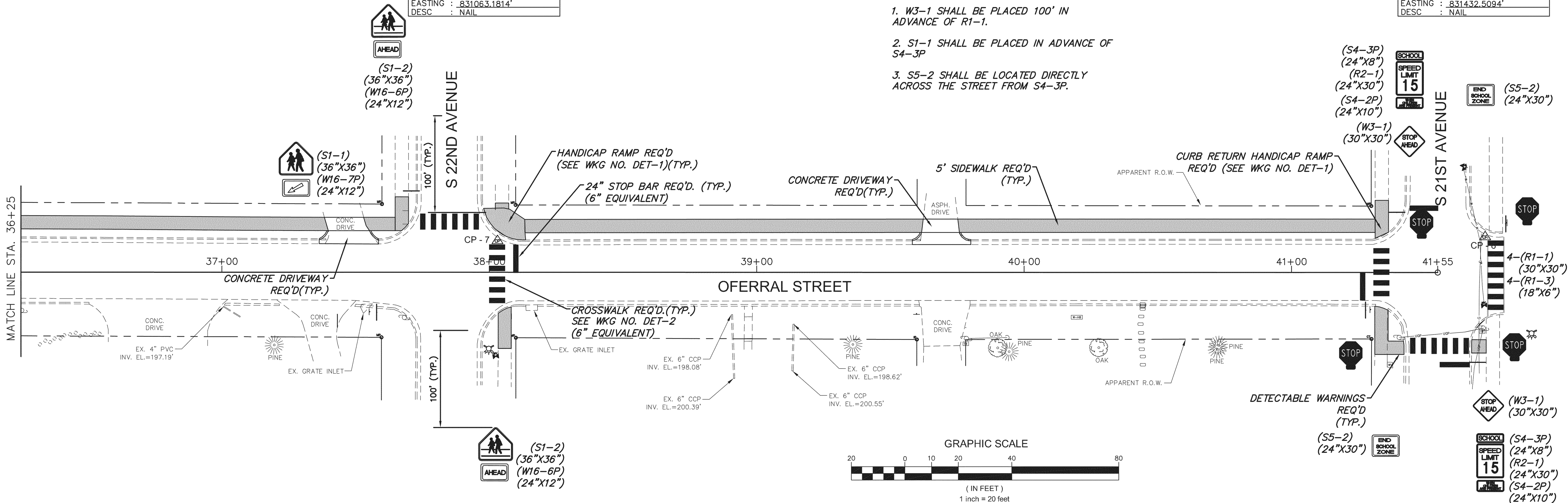
- CONTRACTOR SHALL PROVIDE ALL CONTROLLER MODIFICATIONS AS REQUIRED TO ACCOMMODATE PEDESTRIAN HEADS, PUSHBUTTONS, AND PHASING.
- ALL PEDESTRIAN SIGNAL HEADS SHALL BE YELLOW IN COLOR.
- ALL PEDESTRIAN SIGNAL HEADS SHALL BE L.E.D. TYPE.
- TYPE VI PEDESTAL POLES SHALL BE POWDER COATED, DARK BRONZE IN COLOR.
- TYPE 6 SIGNAL HEADS SHALL BE FURNISHED WITH R10-3e SIGN AND PEDESTRIAN PUSHBUTTON. TYPE 6 SIGNAL HEAD SYMBOLS/NUMBERS SHALL BE FULLY ILLUMINATED(NO OUTLINE SYMBOLS).
- CONTRACTOR SHALL ROUTE NEW WIRING WITHIN EXISTING SPARE CONDUIT WHERE POSSIBLE. IF SPACE IS LIMITED OR UNAVAILABLE, CONTRACTOR SHALL INSTALL NEW CONDUIT AND PROVIDE NEW CABINET/POLE ENTRANCES AS REQ'D. ALL NEW ENTRANCES SHALL BE REVIEWED AND APPROVED BY THE PROJECT ENGINEER PRIOR TO INSTALLATION, AND SHALL BE COST ABSORBED.
- SEE WKG. NO.'S TSD-1, TSD-3, TSD-5, AND TSD-6 FOR ADDITIONAL DETAILS.
- SEE WKG. NO. TCP-6 FOR TRAFFIC CONTROL DETAILS.
- REMOVAL OF THE EXISTING PEDESTRIAN SIGNAL LOCATED AT THE SOUTHEAST CORNER OF HARDY/21ST SHALL BE COST ABSORBED.

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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8695.001						
					FILENAME: MASTER.DWG						
					SCALE: 1"=20'						
					SURVEYED BY: ANDREWS ENGINEERING						
					DSGN: GPC			DATE: 06/2011			
					DRWN: GPC			DATE: 06/2011			
					CHKD:			DATE:			
					QA/QC:			DATE:			

NAME	: CONTROL POINT #6
ELEV	: 200.29
NORTHING	: 663309.3772'
EASTING	: 830694.2823'
DESC	: NAIL



NAME	: CONTROL POINT #7
ELEV	: 196.47
NORTHING	: 663308.5422'
EASTING	: 831063.1814'
DESC	: NAIL



NOTES:

1. W3-1 SHALL BE PLACED 100' IN ADVANCE OF R1-1.
2. S1-1 SHALL BE PLACED IN ADVANCE OF S4-3P
3. S5-2 SHALL BE LOCATED DIRECTLY ACROSS THE STREET FROM S4-3P.

NAME	: CONTROL POINT #8
ELEV	: 199.12
NORTHING	: 663310.0065'
EASTING	: 831432.5094'
DESC	: NAIL

NOTICE TO DRAWING HOLDER

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REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8695.001	
				FILENAME: MASTER.DWG	
				SCALE: 1"=20'	
				SURVEYED BY: ANDREWS ENGINEERING	
				DSGN: GPC	DATE: 06/2011
				DRWN: GPC	DATE: 06/2011
				CHKD:	DATE:
				QA/QC:	DATE:

SAFE ROUTES TO SCHOOL
WOODLEY SIDEWALK PROJECT
PROJECT NO. SRSP-0210-00(024) LPA/106139-401000

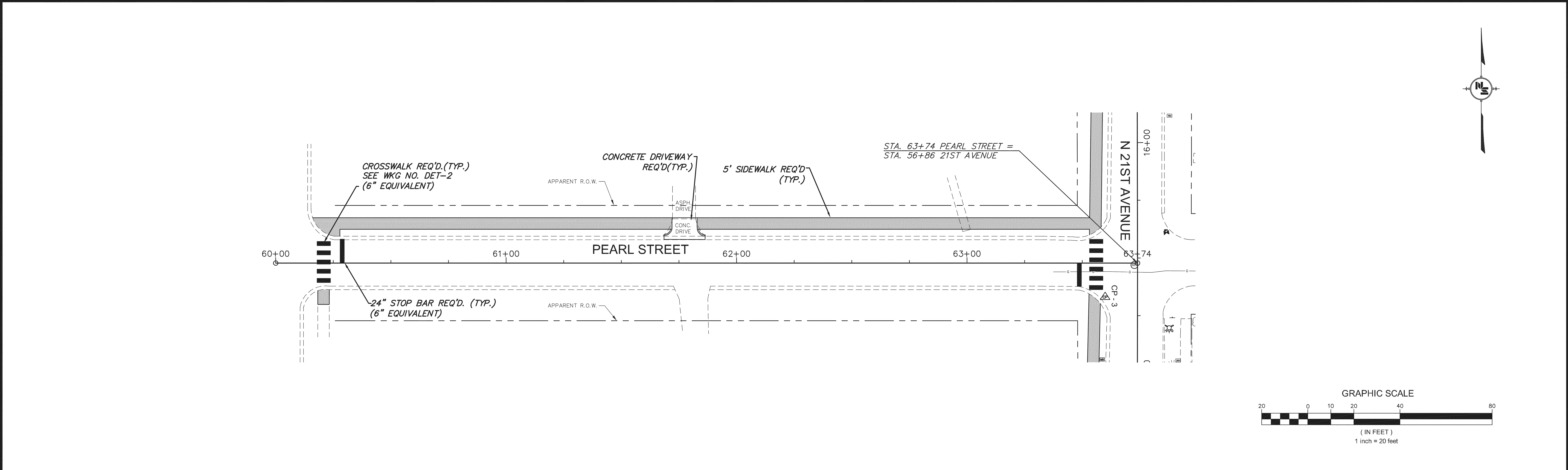
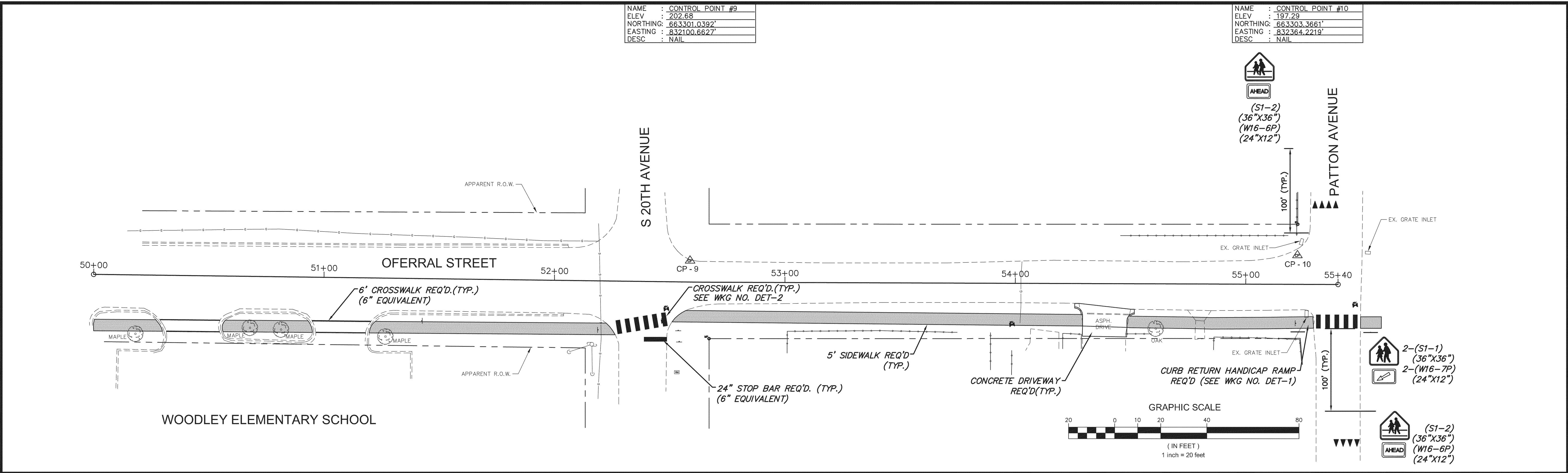
CITY OF HATTIESBURG
FORREST COUNTY, MS



OFERRAL STREET
STA. 33+50 TO STA. 41+55

WORKING NUMBER:
PLN-3

DRAWING NUMBER:
13



NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		SAFE ROUTES TO SCHOOL WOODLEY SIDEWALK PROJECT PROJECT NO. SRSP-0210-00(024) LPA/106139-401000 CITY OF HATTIESBURG FORREST COUNTY, MS		OFERRAL STREET STA. 50+00 TO STA. 55+40 PEARL STREET STA. 60+00 TO STA. 63+74	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8695.001				
					FILENAME: MASTER.DWG				
					SCALE: 1"=20'				
					SURVEYED BY: ANDREWS ENGINEERING				
					DSON: GPC	DATE: 06/2011		WORKING NUMBER:	DRAWING NUMBER:
					DRWN: GPC	DATE: 06/2011		PLN-4	14
					CHKD:	DATE:			
					QA/QC:	DATE:			

VEGETATION SCHEDULE						
EROSION CONTROL ITEMS		SEASONAL APPLICATIONS—DATES & RATES				REQUIREMENTS
		SPRING & SUMMER		FALL & WINTER		
PAY ITEM NO.	ITEMS	RATES	DATES	RATES	DATES	
212—B001	STANDARD GROUND PREPARATION	PER SQ.YD.	MARCH 1 TO SEPTEMBER 1	PER SQ.YD.	SEPTEMBER 1 TO MARCH 1	GROUND PREPARATION REQUIRED ON AREAS TO RECEIVE SOLID SODDING OR PLANTINGS, AS APPLICABLE.
907—213—A001	AGRICULTURAL LIMESTONE	3 TONS/ACRE	MARCH 1 TO SEPTEMBER 1	3 TONS/ACRE	SEPTEMBER 1 TO MARCH 1	LIMESTONE SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING.
213—B003	COMBINATION FERTILIZER (8—24—24)	1000 LBS./ACRE	MARCH 1 TO SEPTEMBER 1	1000 LBS./ACRE	SEPTEMBER 1 TO MARCH 1	FERTILIZER SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING.
216—B001	SOLID SODDING, CENTIPEDE	SQ.YD.	MARCH 1 TO DECEMBER 1	SQ.YD.	SEPTEMBER 1 TO MARCH 1	APPLY TO ALL DISTURBED AREAS
219—A001	WATERING	20 GALS/S.Y. (EST.)	MARCH 1 TO SEPTEMBER 1	20 GALS/S.Y. (EST.)	SEPTEMBER 1 TO MARCH 1	TO BE USED AS DIRECTED
220—A001	INSECT PEST CONTROL	PER ACRE	_____	PER ACRE	_____	SEE SECTION 220.

- ① ALL AREAS THAT HAVE BEEN VEGETATED, UNDER THIS CONTRACT FOR AT LEAST (60) SIXTY DAYS, SHALL RECEIVE ADDITIONAL APPLICATION(S) OF FERTILIZER(S) OF THE TYPE(S) AND RATE(S) OF APPLICATIONS AS DETERMINED BY SOIL TESTS OR AS DIRECTED DURING THE GROWING SEASONS THE CONTRACT IS IN FORCE. GROUND PREPARATION WILL NOT BE REQUIRED FOR THE ADDITIONAL APPLICATIONS. NO EXTRA PAYMENT WILL BE MADE FOR ALL FERTILIZERS ACCEPTABLY APPLIED AS AN ADDITIONAL APPLICATION(S).
- ② QUANTITY ESTIMATED ON THE BASIS 50% OF THE ACREAGE VEGETATED MAY REQUIRE TREATMENT.



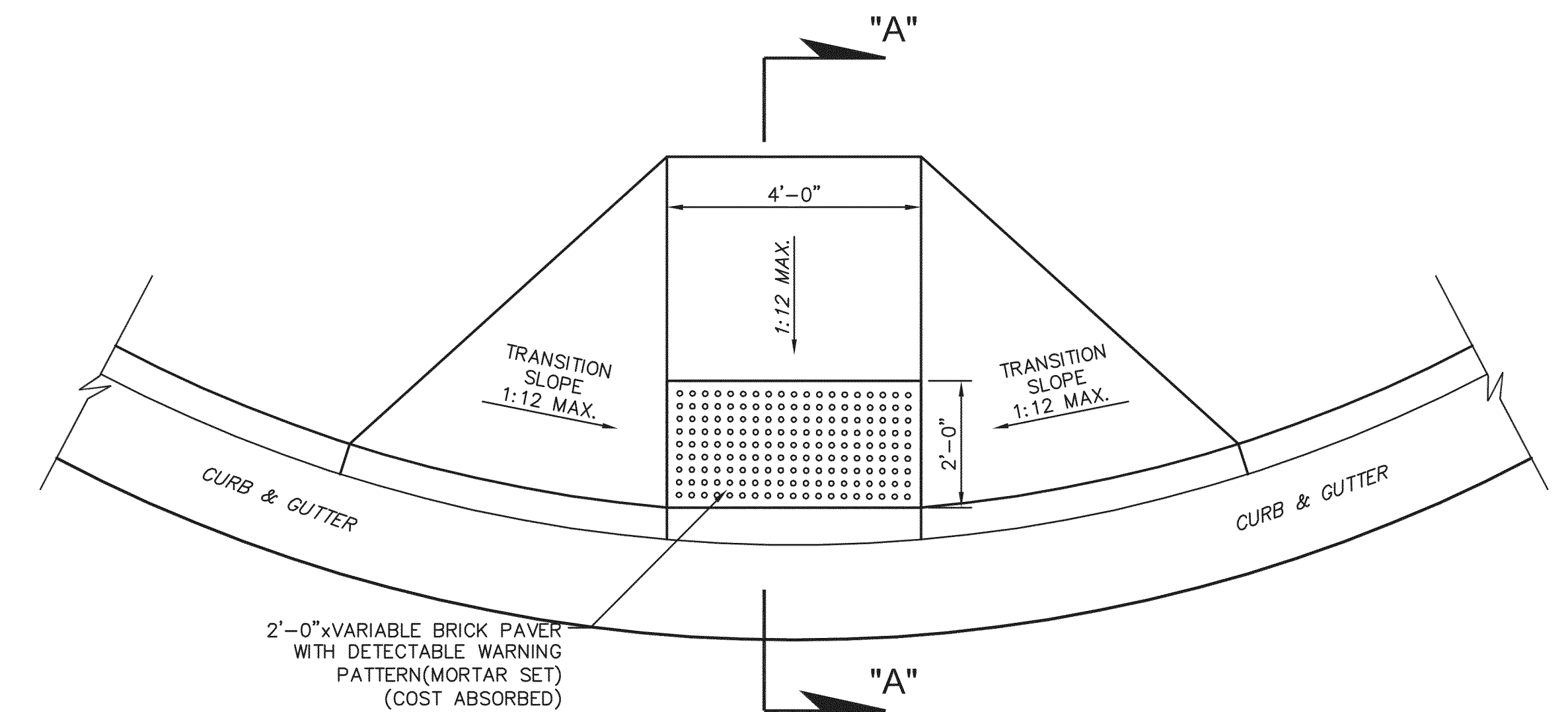
ALL SIDEWALK CURB RAMPS SHALL HAVE DETECTABLE WARNING SURFACES THAT EXTEND THE FULL WIDTH OF THE RAMP AND IN THE DIRECTION OF TRAVEL 2 FEET (24 INCHES).

CURB RAMP DETECTABLE WARNING DETAIL

N.T.S.

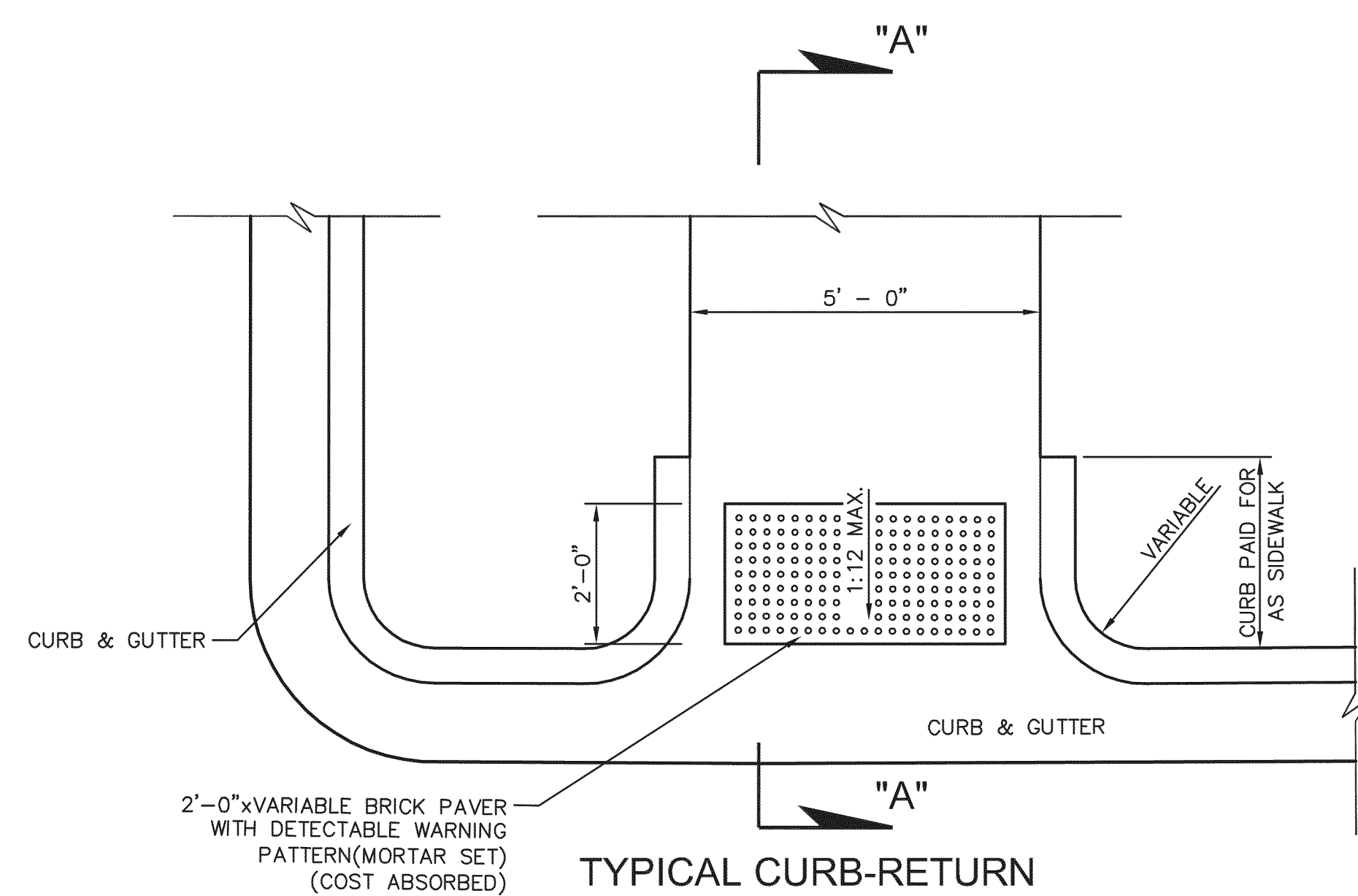


1. LOCATION AND TYPE OF CURB RAMP SHALL BE AS SHOWN ON THE PLANS OR AS DIRECTED.
2. THE CURB RAMP SHALL BE PAID AS SIDEWALK.
3. ALL RAMP SLOPES SHALL NOT BE STEEPER THAN 12:1
4. DETECTABLE WARNINGS ARE REQ'D AT ALL STREET CROSSINGS.
5. TRUNCATED DOMES SHALL BE ALIGNED ON A SQUARE GRID IN THE PREDOMINATE DIRECTION OF TRAVEL ON THE RAMP TO ALLOW WHEELS TO ROLL BETWEEN DOMES.



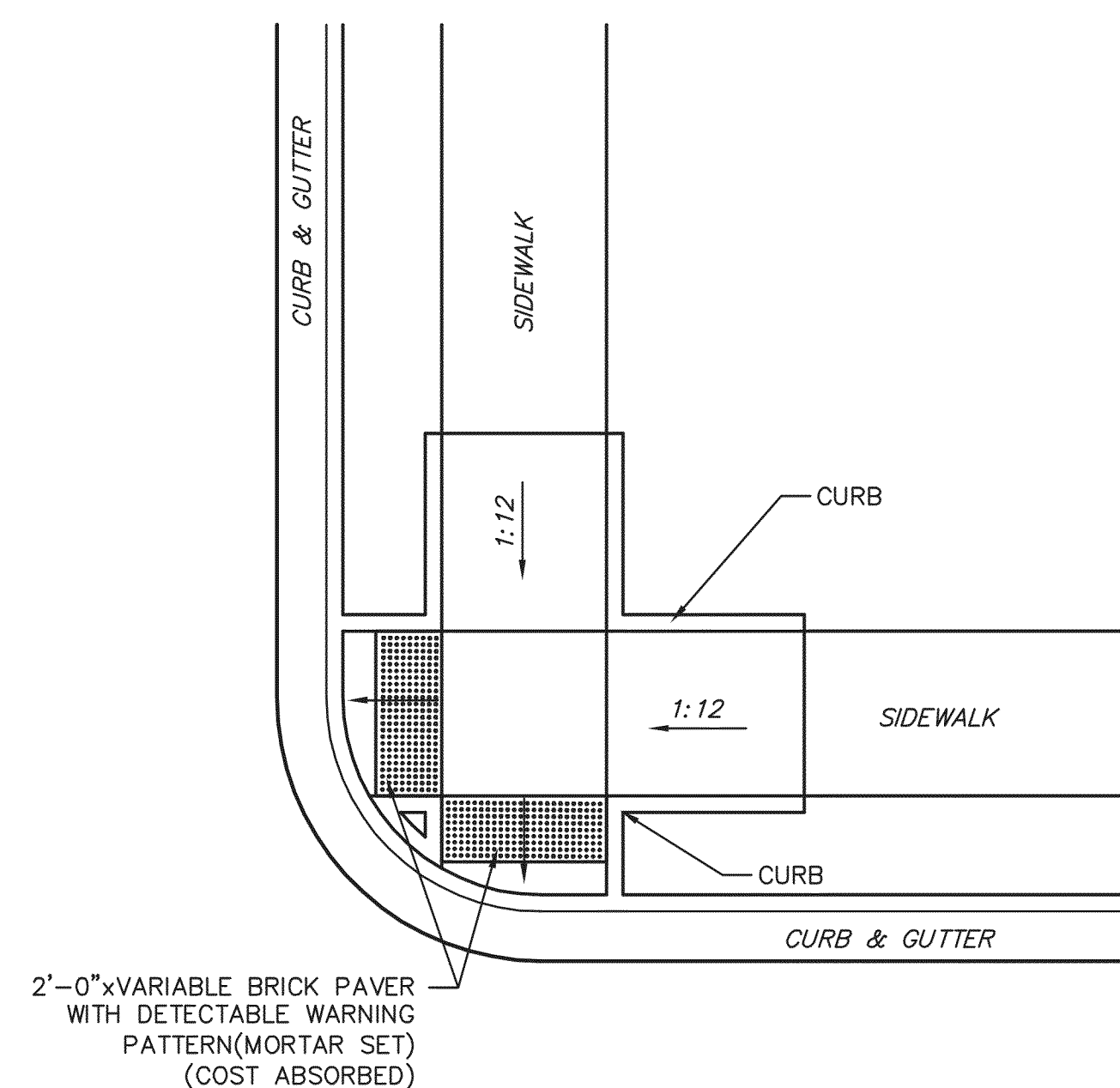
PERPENDICULAR HANDICAP RAMP DETAIL

NOT TO SCALE



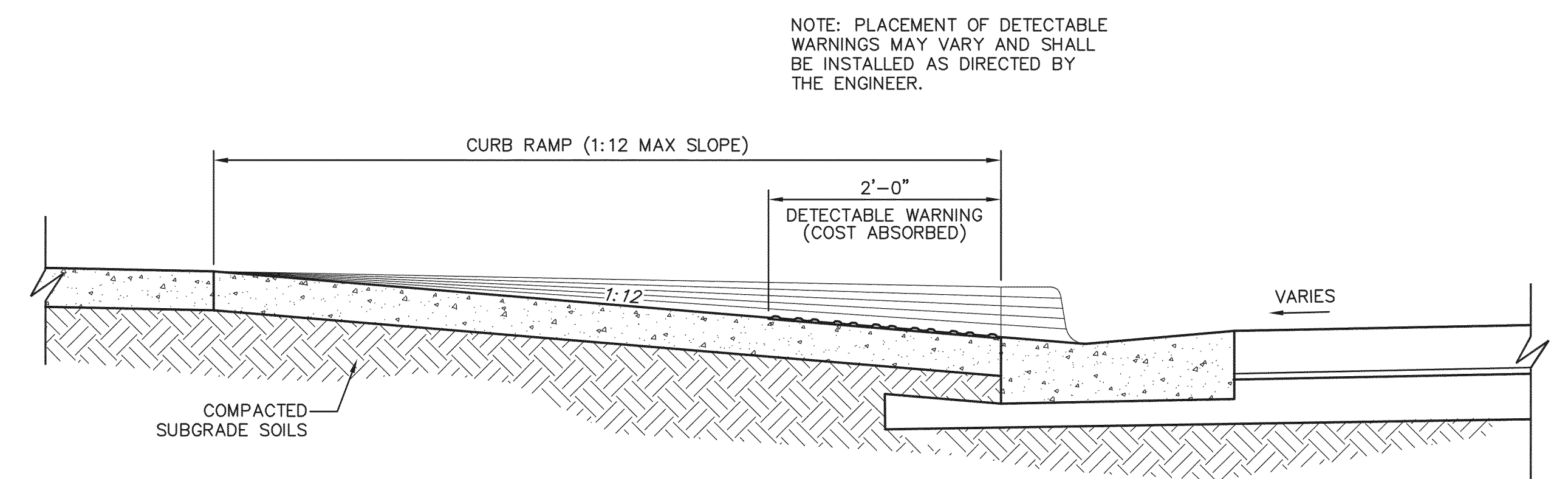
TYPICAL CURB-RETURN HANDICAP RAMP DETAIL

NOT TO SCALE



TYPICAL HANDICAP RAMP INSTALLATION

NOT TO SCALE



SECTION "A-A"

N.T.S.

<u>NOTICE TO DRAWING HOLDER</u> NEEL-SCHAFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS				DRAWING INFORMATION	
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					SCALE: NONE	
					SURVEYED BY: ANDREWS ENGINEERING	
					DSGN: GPC	DATE: 06/2011
					DRWN: GPC	DATE: 06/2011
					CHKD: DATE:	
					QA/QC: DATE:	

SAFE ROUTES TO SCHOOL
WOODLEY SIDEWALK PROJECT
PROJECT NO. SRSP-0210-00(024) LPA/106139-401000

CITY OF HATTIESBURG
FORREST COUNTY, MS



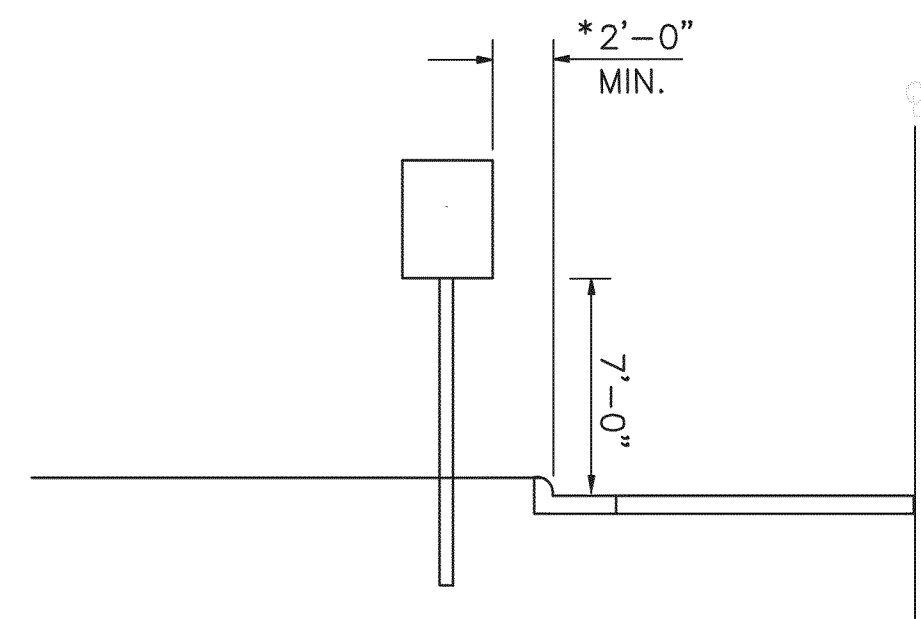
MISCELLANEOUS DETAILS

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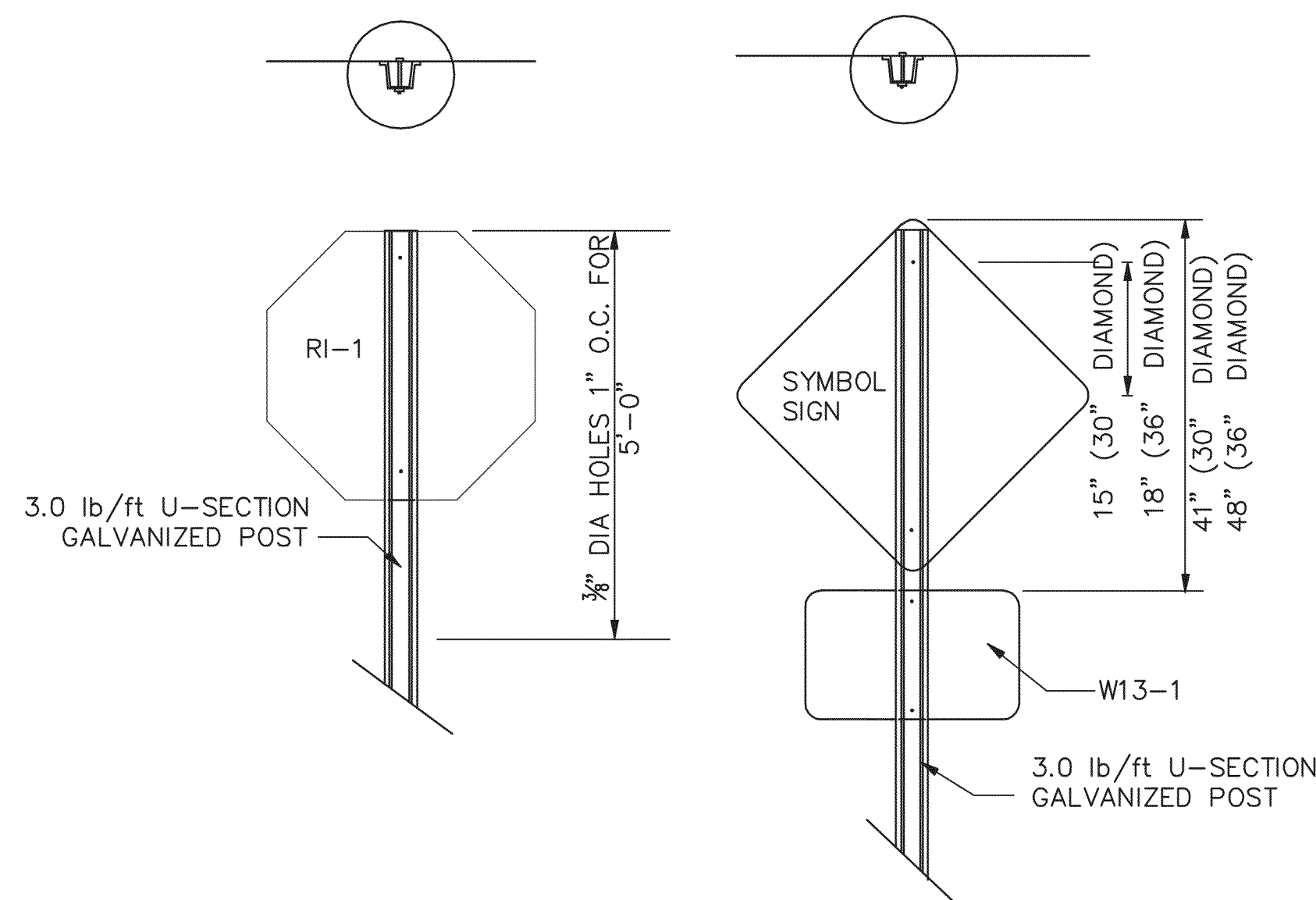
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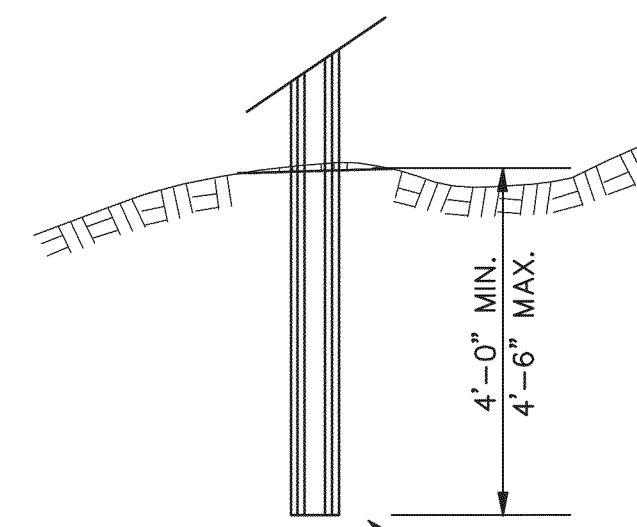
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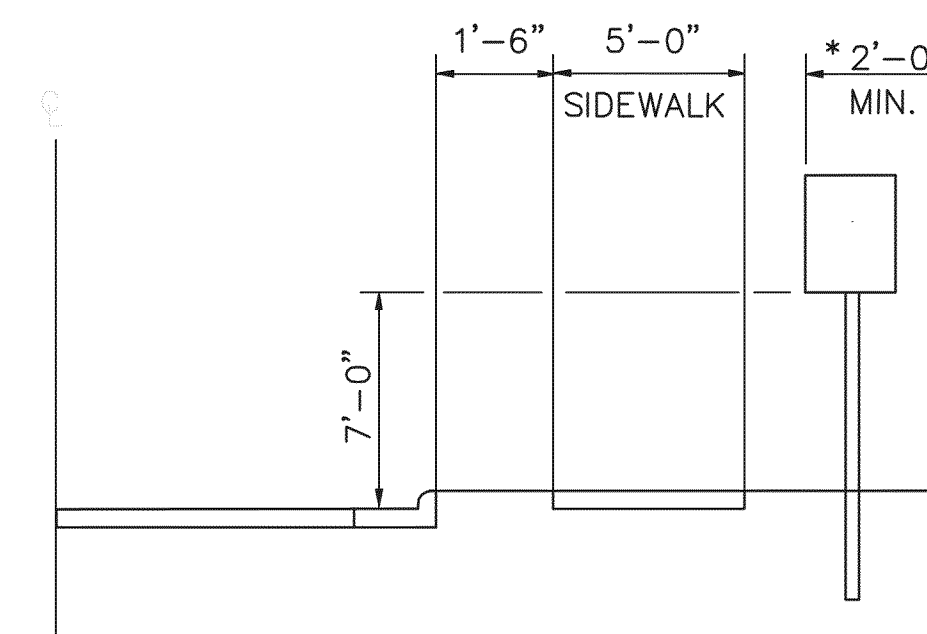
**TYPICAL INSTALLATION ALONG
ROADWAY WITH NO SIDEWALK**
NOT TO SCALE



**TYPICAL ASSEMBLY OF
"FLAT TOPPED" REGULATORY
OR WARNING SIGN MOUNTED ON
A SINGLE U-SECTION POST**

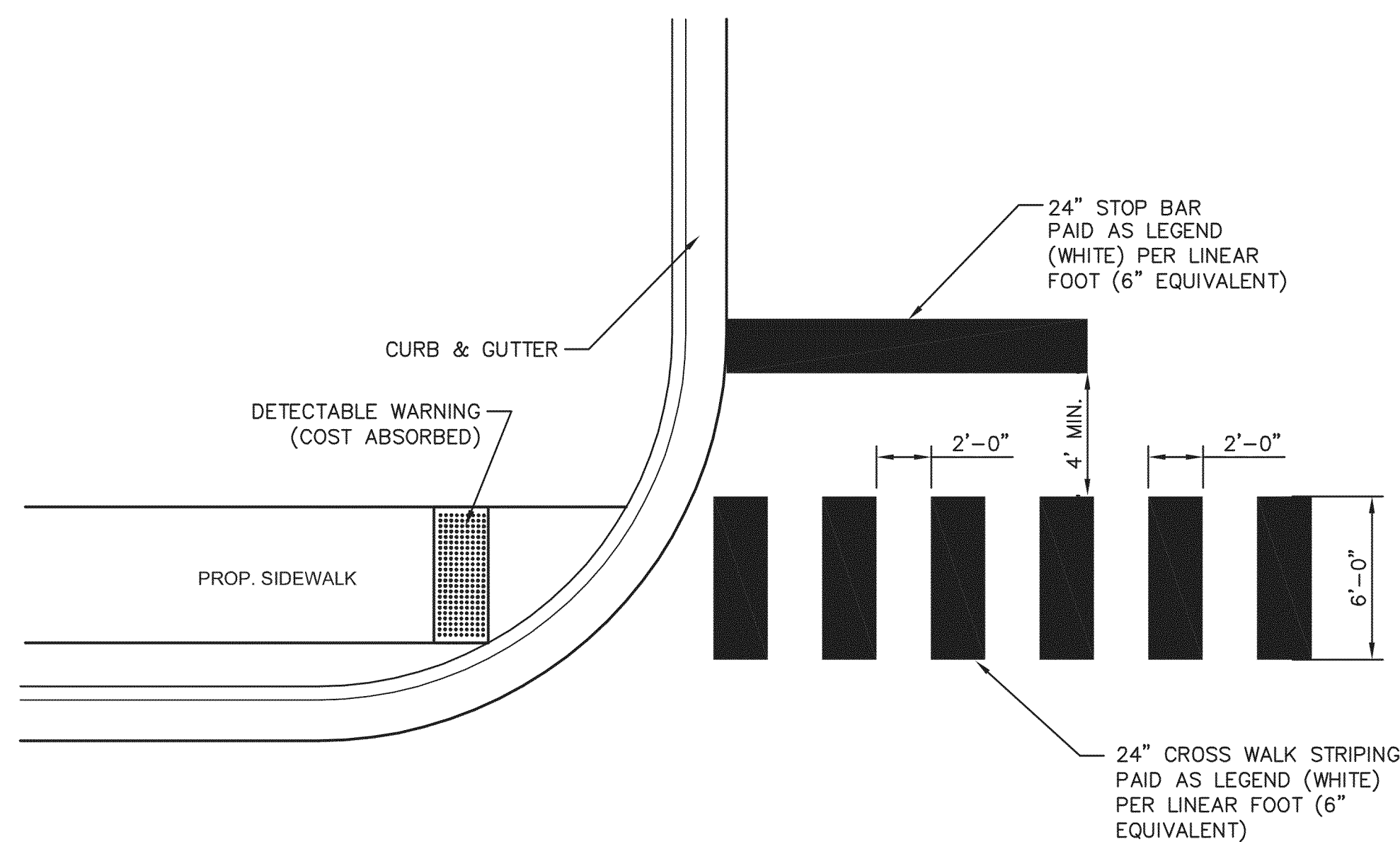


**FOOTING DETAIL FOR
U-SECTION POSTS**
NOT TO SCALE

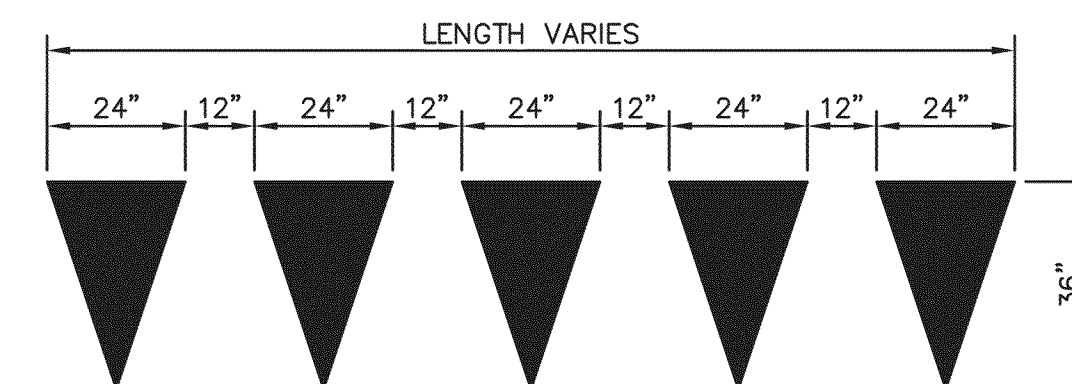


**TYPICAL INSTALLATION ALONG
ROADWAY WITH SIDEWALK**
NOT TO SCALE

NOTE: *THE 2'-0" MINIMUM OFFSET APPLIES ONLY TO STANDARD SIGNS MOUNTED ON U-SECTION POSTS. ALL STANDARD SIGNS MOUNTED ON PIPE WILL BE OFFSET A MINIMUM OF 4'-0".



TYPICAL CROSSWALK STRIPING
NOT TO SCALE



YIELD LINE PAVEMENT MARKINGS SHALL BE PAID FOR AS LEGEND (WHITE) PER SQUARE FOOT

DETAIL - YIELD LINE PAVEMENT MARKING
NOT TO SCALE

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**SAFE ROUTES TO SCHOOL
WOODLEY SIDEWALK PROJECT**
PROJECT NO. SRSP-0210-00(024) LPA/106139-401000

CITY OF HATTIESBURG
FORREST COUNTY, MS



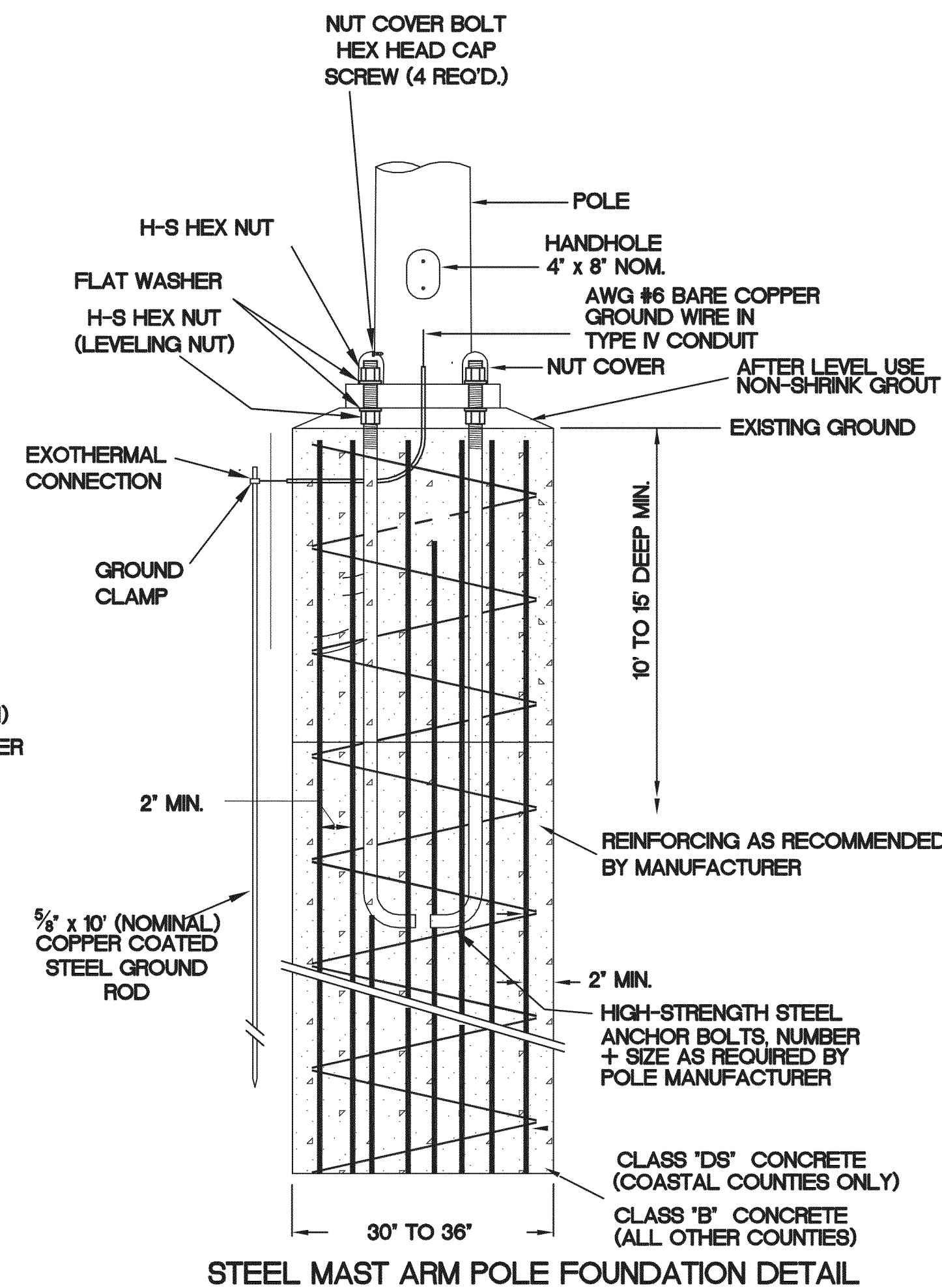
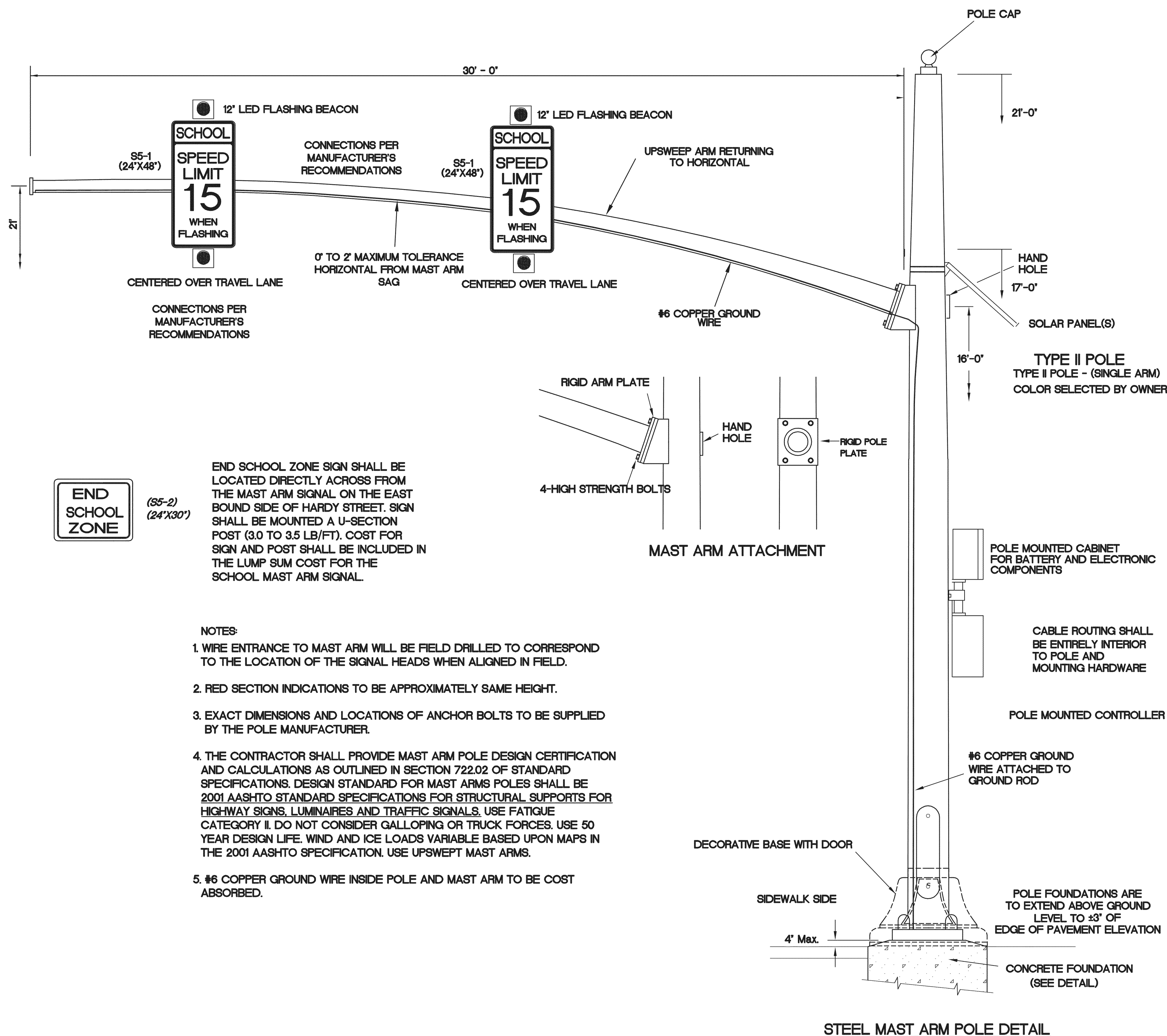
MISCELLANEOUS DETAILS

WORKING NUMBER:

DET-2

DRAWING NUMBER:

17



GENERAL FOUNDATION NOTES

- EXACT DIMENSIONS AND LOCATIONS OF ANCHOR BOLTS TO BE SUPPLIED BY THE MANUFACTURER. ANY FOUNDATIONS FAILING TO MEET MINIMUM DIMENSIONS WILL BE REJECTED.
- DRY SHAFT EXCAVATION MUST MEET REQUIREMENTS OF SECTION 803.03.2.3.2. IF GROUNDWATER OR HOLE INSTABILITY IS ENCOUNTERED, SLIP CASING AND 10' TREMIE SHALL BE REQUIRED.
- WIND LOAD DETERMINES SHAFT DIAMETER AND DEPTH:
 - ALL TYPE IV 30' POLE SHAFT - USE 36" DIAMETER, 15' DEPTH
 - COASTAL COUNTIES (140mph) - 36" DIAMETER, 15' DEPTH WITH SLIP CASING.
 - 100mph to 130mph - 36" DIAMETER, 15' DEPTH, SLIP CASING NOT REQUIRED
 - ALL OTHER COUNTIES (90mph) - SINGLE MAST ARM: 30' DIAMETER, 10' DEPTH
DOUBLE MAST ARM: 36" DIAMETER, 12' DEPTH
•SEE WIND LOAD MAP IN 2001 AASHTO GUIDELINES.

NOTES:

- SCHOOL MAST ARM SIGNAL ASSEMBLY SHALL BE MEASURED LUMP SUM AND SHALL INCLUDE FABRICATING, FURNISHING, AND INSTALLING THE SCHOOL MAST ARM ASSEMBLY COMPONENTS, FURNISHING AND INSTALLING ALL CONCRETE, REINFORCING, HARDWARE, CLIPS AND BRACKETS, POSTS, SIGNS, SOLAR PANELS, FLASHING BEACONS, WIRING, GROUND ROD, DECORATIVE BASE, CONTROL PANELS, BATTERIES, CABINET, EXCAVATION, SATISFACTORY DISPOSAL OF SURPLUS MATERIALS, END SCHOOL ZONE SIGN, U-SECTION POST, AND ALL EQUIPMENT, TOOLS, LABOR, AND INCIDENTALS TO COMPLETE THE WORK. ALSO INCLUDES THE REMOVAL OF THE EXISTING POLES, FOUNDATION, SPAN WIRE, SIGNS, WIRING, FLASHING BEACONS ALONG HARDY STREET EAST OF 21ST AVENUE.
- SCHOOL ZONE ASSEMBLY SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
- BATTERY SHALL BE GEL-CELL.
- SOLAR PANEL SHALL BE SIZED SO THAT THE SYSTEM CAN OPERATE FOR UP TO 4 HOURS A DAY AND SHALL BE A MINIMUM OF 40 W. THE PANEL SHALL BE VANDAL RESISTANT AND SHOULD BE ORIENTED AND INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS.
- PROGRAMMABLE TIME CLOCK-THE TIME SHALL PERMIT AUTOMATIC SIGNAL OPERATION FOR A MINIMUM OF 3 TIMES PER DAY AND FOR SELECTED DAYS OF THE WEEK. THE TIMER SHALL BE HOUSED WITHIN A LOCKABLE, WATERPROOF, CORROSION-RESISTANT ENCLOSURE.
- LED SIGNAL MODULES SHALL MEET THE REQUIREMENTS OF THE ITE MANUAL, CURRENT EDITION.
- ENCLOSURES CONTAINING EITHER THE POWER SUPPLY OR ELECTRONIC COMPONENTS OF THE SIGNAL MODULE SHALL BE MADE OF UL94V0 FLAME RETARDANT MATERIALS AND SHALL BE MOUNTED PER MANUFACTURER'S RECOMMENDATIONS.
- ALL MANUFACTURER'S STANDARD WARRANTIES OR GUARANTEES ON ALL ELECTRICAL AND MECHANICAL EQUIPMENT WHICH ARE PROVIDED AS CUSTOMARY TRADE PRACTICE SHALL BE DELIVERED TO THE ENGINEER AT THE FINAL INSPECTION. ALL WARRANTIES AND GUARANTEES SHALL BE MADE OUT TO THE CITY OF HATTIESBURG.
- SEE TCP-3 FOR TRAFFIC CONTROL DETAILS.
- SCHOOL MAST ARM SIGNAL ASSEMBLY SHALL MATCH THE ASSEMBLY ON HARDY STREET WEST OF 21ST AVENUE.

NOTICE TO DRAWING HOLDER

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SAFE ROUTES TO SCHOOL
WOODLEY SIDEWALK PROJECT
PROJECT NO. SRSP-0210-00(024) LPA/106139-401000

CITY OF HATTIESBURG
FORREST COUNTY, MS



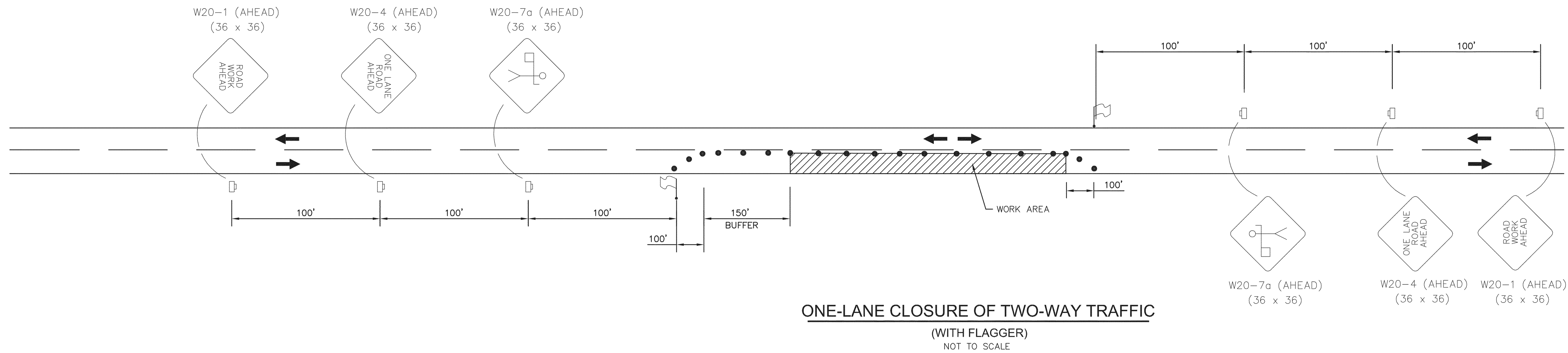
SCHOOL MAST ARM SIGNAL
ADDITIVE ALTERNATE NO. 1

WORKING NUMBER:

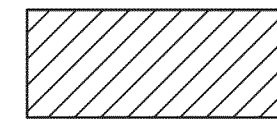
DET-3

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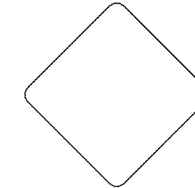
18



SYMBOLS



WORK AREA



TRAFFIC CONTROL SIGN



WORK ZONE SIGN



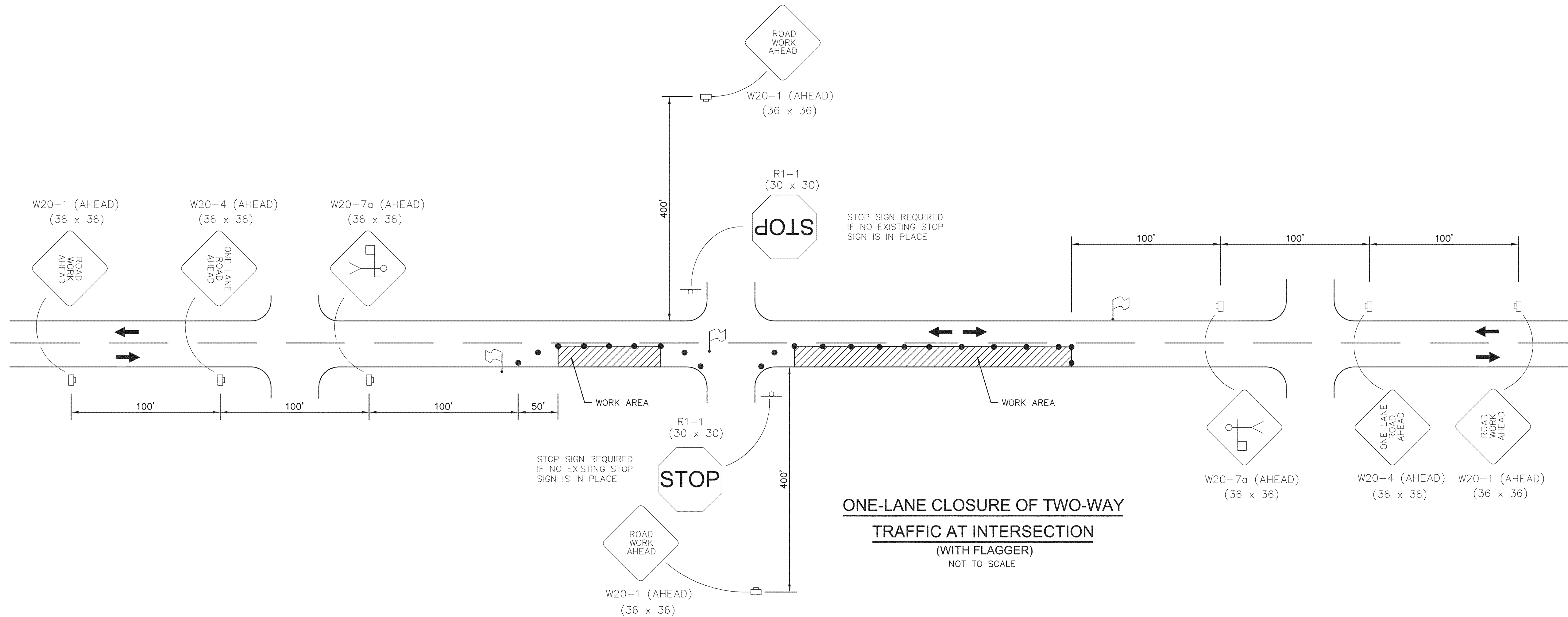
STOP SIGN



TRAFFIC CONE OR REFLECTIVE PLASTIC DRUM



LOCATION OF FLAGGER



GENERAL NOTES:

1. CONTRACTOR SHALL SET UP ALL TRAFFIC CONTROL DEVICES AND SIGNS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK.
2. WORK OPERATIONS SHALL BE CONFINED TO ONE TRAVEL LANE, LEAVING THE OPPOSING TRAVEL LANE OPEN TO TRAFFIC.
3. ALL VEHICLES, EQUIPMENT, WORKERS (EXCEPT FLAGGERS) AND THEIR ACTIVITIES ARE RESTRICTED AT ALL TIMES TO ONE SIDE OF THE ROADWAY.
4. FLAGGERS SHALL BE IN SIGHT OF EACH OTHER OR IN DIRECT COMMUNICATION AT ALL TIMES.
5. THE CONTRACTOR SHALL PROVIDE ACCESS (INGRESS AND EGRESS) TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR IS REQUIRED TO NOTIFY BUSINESSES AND HOMEOWNERS 48 HOURS IN ADVANCE OF ACCESS RESTRICTIONS.
6. CHANNELIZING DEVICES SHALL BE A MINIMUM HEIGHT OF 24".
7. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 36" X 36".
8. SPACING OF CHANNELIZING DEVICES ALONG LANE LINE AND WORK ZONE TO BE EQUAL TO THE POSTED SPEED (M.P.H.) X 1 IN FEET. (EXAMPLE 35 M.P.H. X 1 = 35')
9. WHEN THERE IS NO EXISTING HAZARD OR AT THE END OF THE WORK DAY, ALL SIGNS SHALL BE COVERED OR REMOVED AND ALL CHANNELIZING DEVICES SHALL BE MOVED TO THE SHOULDER EDGE.
10. WHEN THE WORK ZONE IS STATIONARY, THE W20-7a SIGN SHOULD BE PLACED 200 FEET IN ADVANCE OF THE FLAGGER AND SHOULD INDICATE 200' AS THE DISTANCE.
11. ARROWS DENOTE DIRECTION OF TRAFFIC ONLY AND DO NOT REFLECT PAVEMENT MARKINGS.
12. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT.
13. DISTANCES BETWEEN SIGNS ARE APPROXIMATE. SIGN SPACING SHOULD BE ADJUSTED FOR CURVES, HILLS, INTERSECTIONS, DRIVEWAYS, ETC., TO IMPROVE VISIBILITY.
14. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THROUGH AND LOCAL TRAFFIC IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).

NOTICE TO DRAWING HOLDER

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				SURVEYED BY: ANDREWS ENGINEERING	
				DSGN: GPC	DATE: 02/2012
				DRWN: GPC	DATE: 02/2012
				CHKD:	DATE:
				QA/QC:	DATE:

SAFE ROUTES TO SCHOOL
WOODLEY SIDEWALK PROJECT
PROJECT NO. SRSP-0210-00(024) LPA/106139-401000

CITY OF HATTIESBURG
FORREST COUNTY, MS



TRAFFIC CONTROL PLAN
ONE LANE CLOSURE

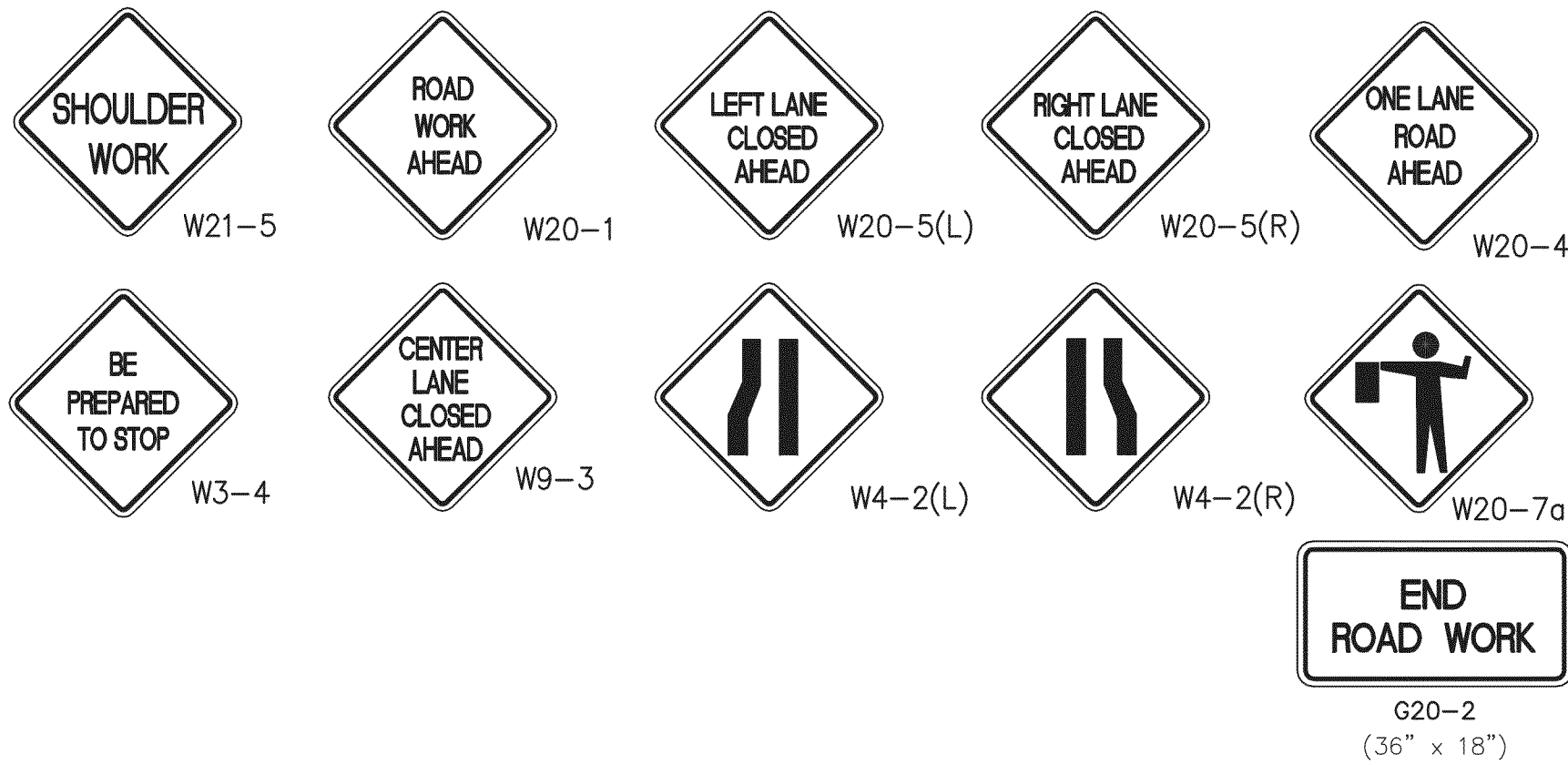
WORKING NUMBER:

TCP-2

DRAWING NUMBER:

20

SIGN LEGEND



GENERAL NOTES

- ADDITIONAL ADVANCE WARNING SIGNS MAY BE NECESSARY. ANY ADDITIONAL SIGNS WILL BE PAID FOR UNDER PAY ITEM 618-A001, MAINTENANCE OF TRAFFIC.
- POST MOUNTED SIGNS SHALL HAVE A 7' MINIMUM MOUNTING HEIGHT.
- PAYMENT FOR ALL SIGNS, CONES, DRUMS, CONCRETE BARRIERS, STEEL PLATES AND OTHER MATERIALS, BARRICADES, LABOR AND INCIDENTALS REQUIRED TO IMPLEMENT THE TRAFFIC CONTROL PLAN SHALL BE INCLUDED UNDER PAY ITEM 618-A001, MAINTENANCE OF TRAFFIC.
- APPROACH SIDE TRAFFIC CONTROL TO BE USED WHEN WORK OCCURS ON EITHER THE APPROACH SIDE OR THE FAR SIDE OF THE INTERSECTION. FAR SIDE TRAFFIC CONTROL IS NOT NEEDED WHEN WORK IS CONFINED TO THE APPROACH SIDE ONLY.
- FOR A DIVIDED HIGHWAY SITUATION, A SECOND SET OF ADVANCE WARNING SIGNS SHALL BE ERECTED IN MEDIAN AREA (8' MIN. MEDIAN WIDTH REQUIRED).

LEGEND

- DRUMS (30" MAXIMUM SPACING) - CONES SHALL BE NARROW PROFILE WITH A MINIMUM HEIGHT OF 28 INCHES AND A MINIMUM WEIGHT OF TEN (10) POUNDS. CONES USED IN SPEED ZONES EQUAL TO OR GREATER THAN 45 MPH SHALL BE NARROW PROFILE WITH A MINIMUM HEIGHT OF 28 INCHES AND A MINIMUM WEIGHT OF FIFTEEN (15) POUNDS. ALL CONES SHALL BE APPROVED BY THE ENGINEER PRIOR TO USE.

SIGNS - SEE SIGN LEGEND MIN. SIZE 36" x 36", BLACK ON ORANGE RETRO REFLECTIVE BACKGROUND

FLAGGER WITH PADDLE - 18" STOP/SLOW PADDLES ACCEPTED AS PROPER TRAFFIC CONTROL DEVICES SHALL BE USED. HANDHELD FLAGS SHALL NOT BE FOR FLAGGING OPERATION.

WORK AREA BUFFER AREA

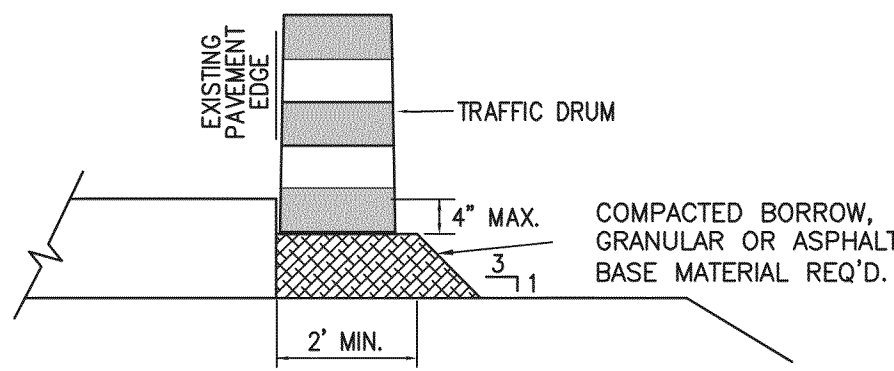
* CONSIDERED MINIMUM DISTANCE - LENGTH MAY HAVE TO BE INCREASED DUE TO LIMITED SIGHT DISTANCE OR INCLEMENT WEATHER.

SPEED LIMIT M.P.H.	BUFFER FEET	TAPER LENGTH (Feet) (Per 12' Lane Shift)
20	115	80
25	155	125
30	200	180
35	250	245
40	305	320
45	360	540
50	425	600
55	495	660
60	570	720
65	645	780
70	730	

SPEED LIMIT M.P.H.	BUFFER FEET	TAPER LENGTH (Feet) (DOUBLE LENGTH TAPER)
20	115	160
25	155	250
30	200	360
35	250	490
40	305	640
45	360	1080
50	425	1200
55	495	1320
60	570	1440
65	645	1560
70	730	1680

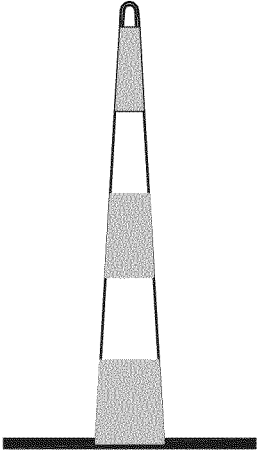
ROAD TYPE	DISTANCE BETWEEN SIGNS		
	A	B	C
URBAN (LOW SPEED)	100 FT.	100 FT.	100 FT.
URBAN (HIGH SPEED)	350 FT.	350 FT.	350 FT.
RURAL	500 FT.	500 FT.	500 FT.
EXPRESSWAY/FREEWAY	1,000 FT.	1,500 FT.	2,640 FT.

ALL SIGN SPACING FOR THIS PROJECT SHALL BE BASED ON URBAN (LOW SPEED)



DRUM PLACEMENT ON LOW SHOULDERS OR WIDENING

CONTRACTOR SHALL PLACE PLASTIC DRUMS ADJACENT TO ROADWAY IN AREAS WHERE THE WIDENING HAS NOT BEEN CONSTRUCTED TO WITHIN TWO INCHES OF EXISTING PAVEMENT ELEVATIONS. DRUMS REQUIRED WHERE WORK ZONE INCLUDES UNDERCUT SHOULDER AND REMOVAL OF CURB & GUTTER. DRUMS TO BE PLACED AS SHOWN IN DETAILS, LEFT FOR NIGHT OPERATION OR SUSPENSIONS OF WORK. COST TO BE ABSORBED (PAY ITEM 618-A001).



TRAFFIC CONE

CONES SHALL BE NARROW PROFILE WITH A MINIMUM HEIGHT OF 28 INCHES AND A MINIMUM WEIGHT OF TEN (10) POUNDS. CONES USED IN SPEED ZONES EQUAL TO OR GREATER THAN 45 MPH SHALL BE NARROW PROFILE WITH A MINIMUM HEIGHT OF 28 INCHES AND A MINIMUM WEIGHT OF FIFTEEN (15) POUNDS. ALL CONES SHALL BE APPROVED BY THE ENGINEER PRIOR TO USE.

NOTE:

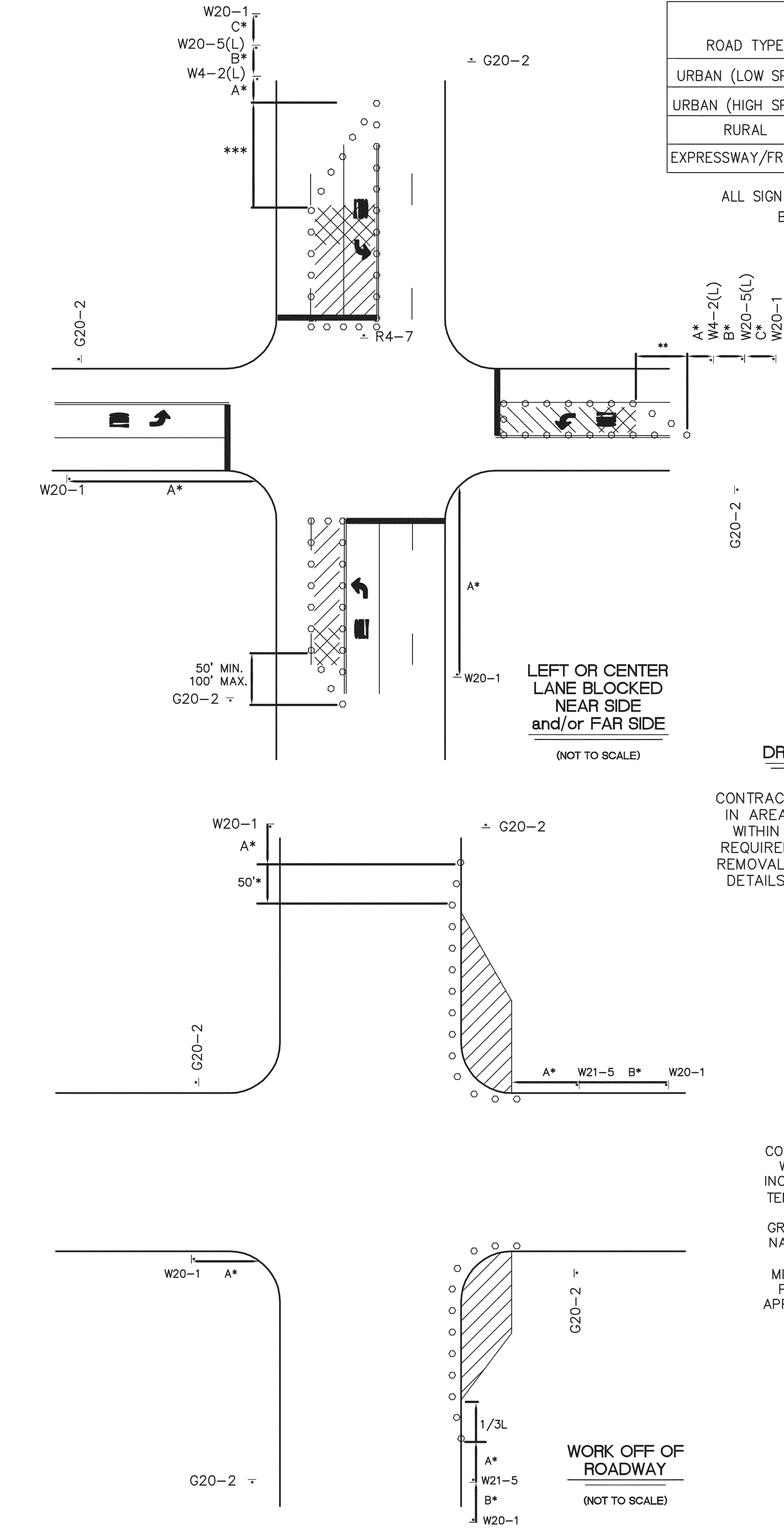
- L = LANE WIDTH
- CONTRACTOR SHALL MAINTAIN MINIMUM OF 10' LANE WIDTH WHILE PERFORMING WORK OFF THE ROADWAY.

WORK OFF OF ROADWAY

(NOT TO SCALE)

ONE LANE OPERATION

(NOT TO SCALE)



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SAFE ROUTES TO SCHOOL
WOODLEY SIDEWALK PROJECT
PROJECT NO. SRSP-0210-00(024) LPA/106139-401000

CITY OF HATTIESBURG
FORREST COUNTY, MS

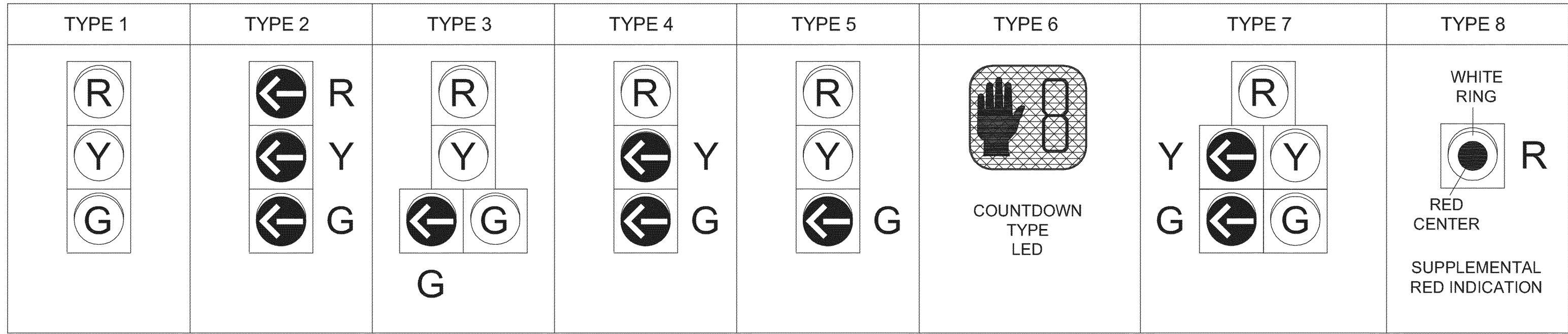


TRAFFIC CONTROL PLAN
SCHOOL MAST ARM SIGNAL

WORKING NUMBER:
TCP-3

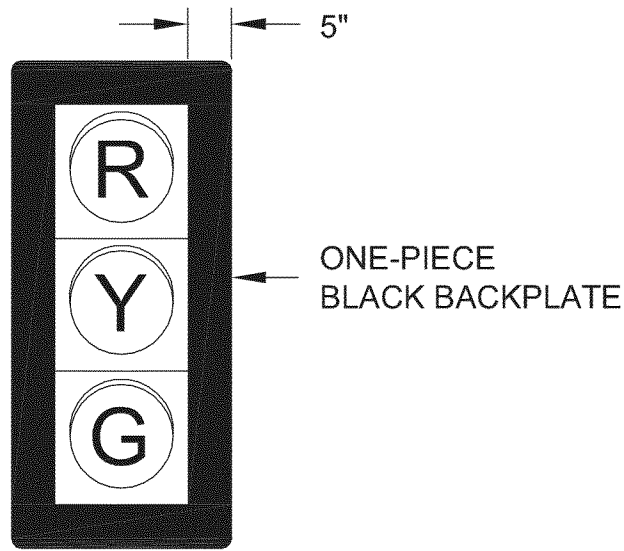
DRAWING NUMBER:
21

DETAIL OF TYPICAL TRAFFIC SIGNAL HEADS



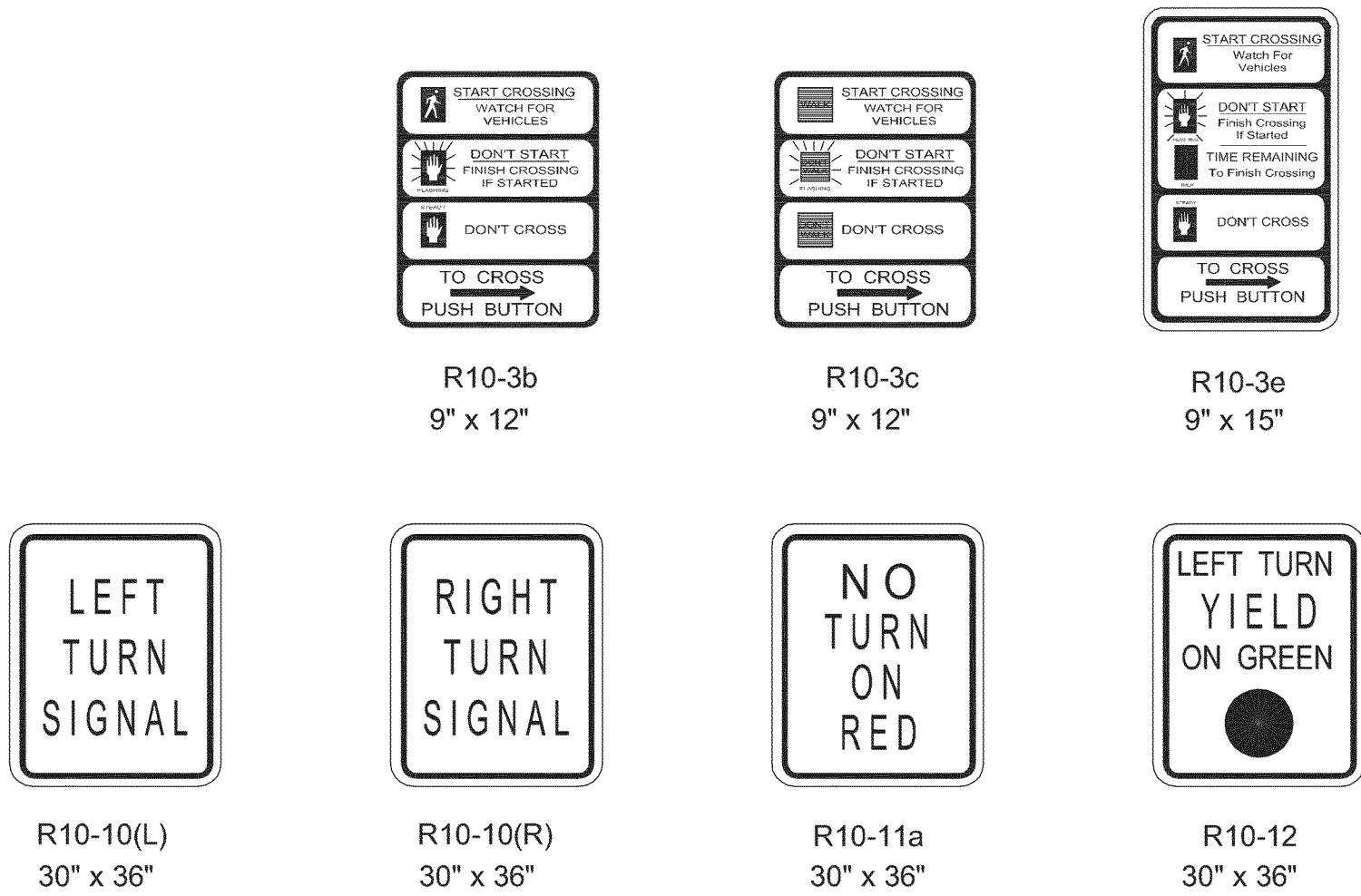
- NOTES:
1. ALL SIGNAL HEADS SHALL BE BLACK IN COLOR UNLESS OTHERWISE NOTED ON THE PLANS.
 2. ALL SIGNAL HEADS SHALL BE L.E.D. LENSES UNLESS OTHERWISE NOTED ON THE PLANS. TYPE "A" SIGNAL HEAD IS TO BE OPTICALLY PROGRAMMED.
 3. LETTER "R" ON HEAD TYPES MEANS RIGHT TURN ARROW(S).
 4. TYPE 6 SIGNAL HEAD SHALL BE FURNISHED WITH R10-3e SIGN & PEDESTRIAN PUSHBUTTON. TYPE 6 SIGNAL HEAD SYMBOLS/NUMBERS SHALL BE FULLY ILLUMANATED (NO OUTLINE SYMBOLS ALLOWED).
 5. TYPE 7 SIGNAL HEAD SHALL BE FURNISHED WITH R10-12 SIGN WHEN INDICATED ON PLANS.
 6. FOR SPAN WIRE INSTALLATION, THE HOUSING FOR THE RED INDICATION OF A TYPE 7 HEAD, SHALL BE ALUMINUM.

DETAIL OF TRAFFIC SIGNAL WITH BACKPLATE



- NOTE:
- TYPE 1, 2, 3, 4, 5, & 7 SIGNAL HEADS SHALL INCLUDE BACKPLATES UNLESS OTHERWISE NOTED ON TRAFFIC SIGNAL INSTALLATION SHEETS.

DETAIL OF TYPICAL TRAFFIC SIGNAL SIGNS



SIGNAL PLAN LEGEND

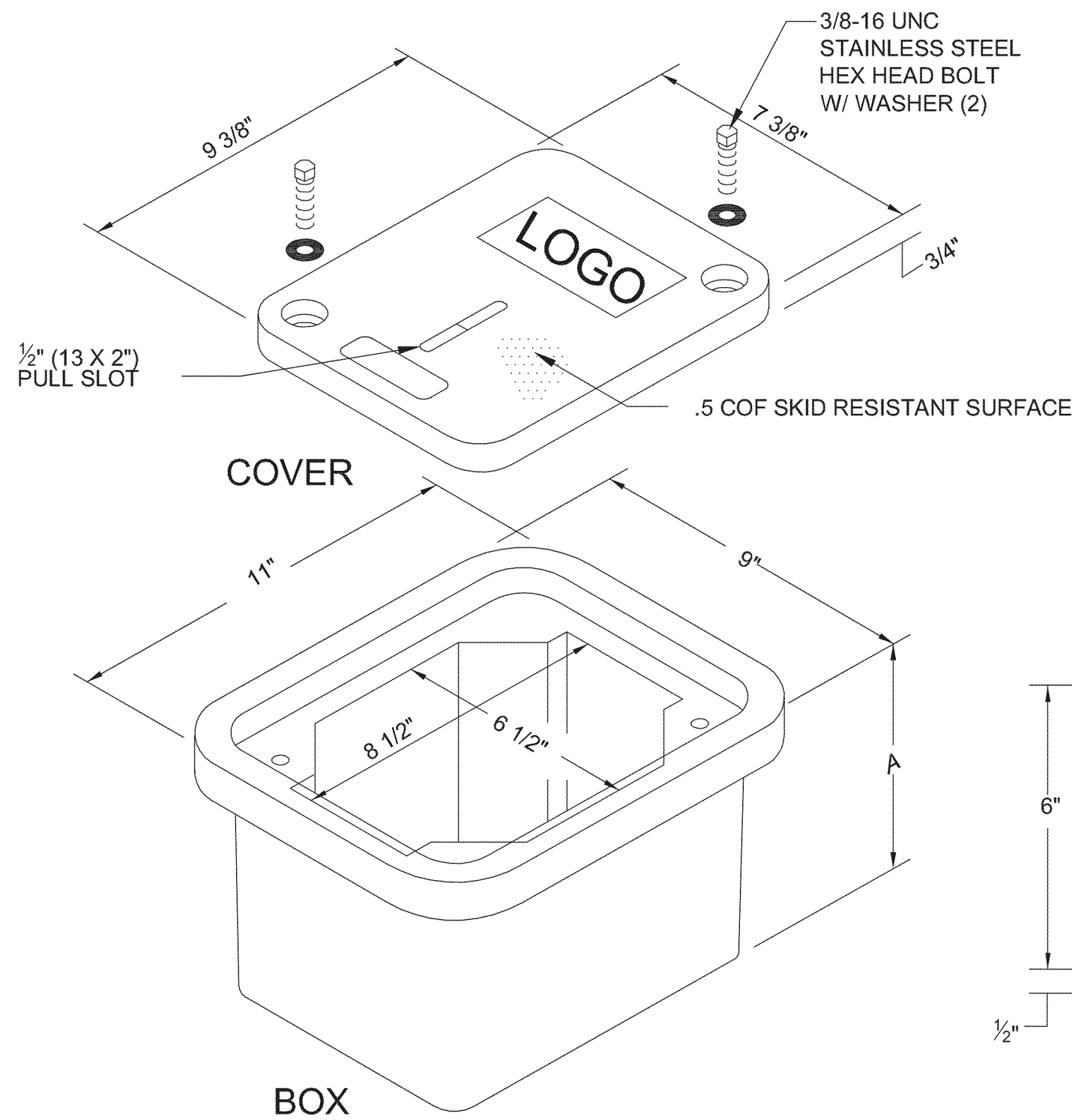
- SIGNAL HEAD REQUIRED / TYPE SIGN
- VEHICLE LOOP DETECTOR
- QUADRAPOLE VEHICLE LOOP DETECTOR
- VEHICLE LOOP DETECTOR NUMBER
- BASE MOUNTED CABINET FOR SIGNAL CONTROLLER
- POLE MOUNTED CABINET FOR SIGNAL CONTROLLER
- EXISTING POLE
- POLE REQUIRED
- NEW PEDESTAL POLE
- EXISTING PULLBOX
- PULLBOX REQUIRED (TYPE 1)
- PULLBOX REQUIRED (TYPE 2)
- EXISTING SIGNAL HEAD
- MAST ARM POLE REQUIRED
- MICROWAVE
- CAMERA
- OPTICAL DETECTOR UNIT
- CONDUIT
- ROLL PIPE
- LUMINAIRE
- RADIO INTERCONNECT ANTENNA
- P.B. PUSH BUTTON
- S.C. SHIELDED CABLE
- POW. POWER CABLE
- LUM. LUMINAIRE POWER CABLE
- ODC. OPTICAL DETECTOR CABLE
- 4c. NUMBER OF CONDUCTORS
- I.C. INTERCONNECT CABLE

- NOTES:
1. ALUMINUM SIGN BLANKS ARE TO BE ALLOY 5052-H38 AND 0.08" (NOMINAL) THICK.
 2. THE SIGNS SHALL BE SUPPLIED WITH MOUNTING BRACKETS AS REQUIRED.
 3. NUMBER 12 PLATED JACK CHAINS SHALL BE ATTACHED TO THE BOTTOM OF ALL SPAN WIRE MOUNTED SIGNS.
 4. CHAINS SHALL BE ATTACHED TO SIGN AND TETHER USING "S" HOOKS.
 5. THE SIZE OF THE SIGN BLANK, LEGEND, BORDER AND THE COLOR OF THE BACKGROUND AND LEGEND IS TO CONFORM TO THE M.U.T.C.D.
 6. THE BACKGROUND SHALL BE REFLECTORIZED USING TYPE IX SHEETING.

GENERAL NOTES

1. INTERCONNECT CABLE SHALL BE EITHER IMSA 40-2-1991 OR IMSA 40-4-1991 SIGNAL CABLE, STRANDED, AWG NUMBER AND NUMBER OF CONDUCTORS AS SHOWN ON PLANS.
2. SIGNAL SUPPLY CABLE SHALL BE IMSA 20-1-1991 SIGNAL CABLE, STRANDED, AWG NUMBER AND NUMBER OF CONDUCTORS AS SHOWN ON PLANS.
3. POWER SUPPLY CABLE SHALL BE THHN CABLE, STRANDED, AWG NUMBER AND NUMBER OF CONDUCTORS AS SHOWN ON PLANS.
4. DETECTOR SHIELDED CABLE SHALL BE IMSA 50-2-1991 SIGNAL CABLE, AWG #14 STRANDED COPPER CONDUCTORS, UNLESS OTHERWISE NOTED ON THE PLANS, FROM PULLBOX TO CONTROLLER.
5. POLES, SIGNAL HEADS, EQUIPMENT BOXES, PULLBOXES AND CONDUIT MAY BE VARIED SLIGHTLY TO FIT FIELD CONDITIONS AS DIRECTED BY THE ENGINEER. HOWEVER, SIGNAL HEAD OR POLE LOCATIONS SHALL BE WITHIN REQUIREMENTS OUTLINED IN THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND HIGHWAY DESIGN AND OPERATIONAL PRACTICES RELATED TO HIGHWAY SAFETY.
6. POLES AND FOUNDATIONS OF EXISTING SIGNAL INSTALLATIONS SHALL BE CUT OFF 6" BELOW GROUND OR REMOVED AND AREA RESTORED TO MATCH ADJACENT SURFACE AS DIRECTED BY THE ENGINEER.
7. LOOP AMPLIFIERS SHALL BE REQUIRED AS SHOWN ON PLANS WHERE TWO OR MORE LOOPS ARE CONNECTED TO THE SAME CHANNEL, THEY SHALL BE WIRED IN SERIES.
8. THE CONTRACTOR SHALL PROVIDE MAST ARM POLE DESIGN CERTIFICATION AND CALCULATIONS AS OUTLINED IN SECTION 722.02 OF STANDARD SPECIFICATIONS. DESIGN STANDARD FOR MAST ARMS POLES SHALL BE 2001 AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS. USE FATIGUE CATEGORY II. DO NOT CONSIDER GALLOPING OR TRUCK FORCES. USE 50 YEAR DESIGN LIFE. WIND AND ICE LOADS VARIABLE BASED UPON MAPS IN THE 2001 AASHTO SPECIFICATION. USE UPSWEPT MAST ARMS.
9. DETERMINATION OF REQUIRED SIZES, LENGTHS AND GAUGES OF TYPE I, II, III AND IV STEEL POLES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR IN ACCORDANCE WITH THE PLANS AND SECTION 722.02 OF THE STANDARD SPECIFICATIONS, UNLESS OTHERWISE SPECIFIED IN PLANS OR SPECIFICATIONS.
10. THE TOP OF THE STRAIN POLE FOUNDATION SHALL BE 6" ABOVE THE GROUND. THE CONTRACTOR SHALL PROVIDE POLES OF SUFFICIENT LENGTH PLUS 2 FEET TO PROVIDE REQUIRED VERTICAL CLEARANCE OF THE TRAFFIC SIGNAL HEADS WITHOUT EXTENDING THE FOUNDATION ABOVE THE GROUND LINE OF THE POINT WHERE THE POLE IS LOCATED, EVEN THOUGH THIS MAY BE BELOW THE FINISHED GRADE OF THE ROADWAY.
11. ALL STRAIN POLES AT AN INTERSECTION SHALL BE THE SAME DIAMETER AND UTILIZE THE SAME BOLT CIRCLE SPACING.
12. POLE AND BASE MOUNTED CABINET - GRADES SHALL BE ESTABLISHED TO $\pm 3"$ AS DIRECTED BY THE ENGINEER.
13. TRAFFIC SIGNAL CABINETS AND CONTROLLERS SHALL BE WIRED TO PROVIDE FOR ALL PHASES INCLUDING FUTURE PHASES IN ACCORDANCE WITH THE PHASE SEQUENCE DIAGRAM.
14. ALL EXISTING TRAFFIC SIGNAL EQUIPMENT SHALL BE REMOVED AND SALVAGED BY THE CONTRACTOR WITH THE COST TO BE ABSORBED. THE EXISTING POLES, CABINETS, CONTROLLERS, TRAFFIC SIGNAL HEADS, AND OTHER ITEMS AS NOTED ON PLANS ARE TO BE STOCKPILED AS DIRECTED BY THE ENGINEER FOR PICKUP BY STATE FORCES OR AS NOTED ON PLANS. ALL OTHER SIGNAL EQUIPMENT SHALL BECOME THE PROPERTY OF THE CONTRACTOR.
15. THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE ELECTRICAL SERVICE FROM THE POWER COMPANY SERVICE POINT TO THE TRAFFIC SIGNAL CONTROLLER. FOR SPAN WIRE INSTALLATION, POWER SHALL RUN FROM THE POWER COMPANY SERVICE POINT AERIAL TO THE SIGNAL POLE NEAREST THE CONTROLLER. THE SERVICE SHALL THEN RUN TO THE CONTROLLER AS SHOWN ON THE PLANS. FOR MAST ARM INSTALLATION, POWER SHALL RUN FROM THE POWER COMPANY SERVICE POINT UNDERGROUND DIRECTLY TO CONTROLLER AS SHOWN ON THE PLANS. THE CONTRACTOR SHALL MAKE APPLICATION WITH THE POWER COMPANY IN ADVANCE OF NEEDING THE SERVICE. INSTALLATION OF NEW SERVICE POLE (IF NEEDED) IS THE RESPONSIBILITY OF THE CONTRACTOR AND IS COST ABSORBED.
16. IF IT IS NECESSARY TO RUN ELECTRIC SERVICE CABLE FROM ONE POLE TO ANOTHER, THE SERVICE CABLE SHALL BE LASHED TO A SEPARATE MESSENGER CABLE LOCATED 1 FOOT MIN. ABOVE THE SIGNAL CABLE.
17. VEHICLE LOOP ASSEMBLIES SHALL BE INSTALLED IN THE TOP LAYER OF BINDER OR EXISTING SURFACE BEFORE THE FINAL SURFACE COURSE IS APPLIED.
18. PEDESTRIAN PUSHBUTTONS AND SIGNS TO BE INCLUDED IN PAY ITEM FOR TYPE 6 HEADS AT NO ADDITIONAL COST. WHERE PUSHBUTTONS AND SIGNS ARE SHOWN ON PLANS WITHOUT A TYPE 6 HEAD, THEY SHALL BE INSTALLED WITH NO ADDITIONAL PAYMENT (ABSORBED ITEM). SIDE OF POLE LOCATIONS OF PUSHBUTTONS MAY BE FIELD ADJUSTED.
19. FIELD DRILL AND TAP EXISTING POLES WHERE PEDESTRIAN SIGNALS AND PUSHBUTTONS ARE REQUIRED ON PLANS. (ABSORBED ITEM).
20. REFER TO WORKING NUMBER TSD-5 "CONDUIT ENTRANCE DETAIL" WHEN NEW CONDUIT(S) ARE REQUIRED AT EXISTING SIGNAL POLES OR CONTROLLERS.
21. MESSENGER CABLE AND OTHER SUPPORTING DEVICES WHERE REQUIRED SHALL BE ABSORBED IN THE PAY ITEMS FOR ELECTRIC CABLE.
22. FOR PROTECTED/PERMITTED LEFT TURN PHASING, TYPE 7 OR 7A TRAFFIC SIGNAL HEADS (FIVE SECTION HEADS) SHALL OPERATE SUCH THAT THE CIRCULAR INDICATIONS DISPLAYED WILL BE IDENTICAL AND SIMULTANEOUS TO THE CIRCULAR INDICATIONS FOR THE ADJACENT THROUGH MOVEMENT SIGNAL HEADS; i.e. A CIRCULAR RED AND EITHER A GREEN ARROW OR YELLOW ARROW MAY BE DISPLAYED SIMULTANEOUSLY IN THE SAME FIVE SECTION HEAD.
23. CONTRACTOR RESPONSIBLE FOR PROVIDING TEMPORARY SIGNALS IF NECESSARY IS TO ACCOMMODATE ROADWAY CONSTRUCTION AND WILL BE ABSORBED UNDER PAY ITEM 618-A, MAINTENANCE OF TRAFFIC.
24. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING FINAL INSPECTION MEETING WITH DISTRICT OFFICE, PROJECT OFFICE AND TRAFFIC ENGINEERING FOR SIGNAL PORTION OF THE PROJECT.
25. THERE SHALL BE A 30 DAY BURN IN PERIOD FROM THE TIME THE SIGNAL IS OPERATIONAL AS OUTLINED IN SECTION 634.03.3 OF THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2004 EDITION.

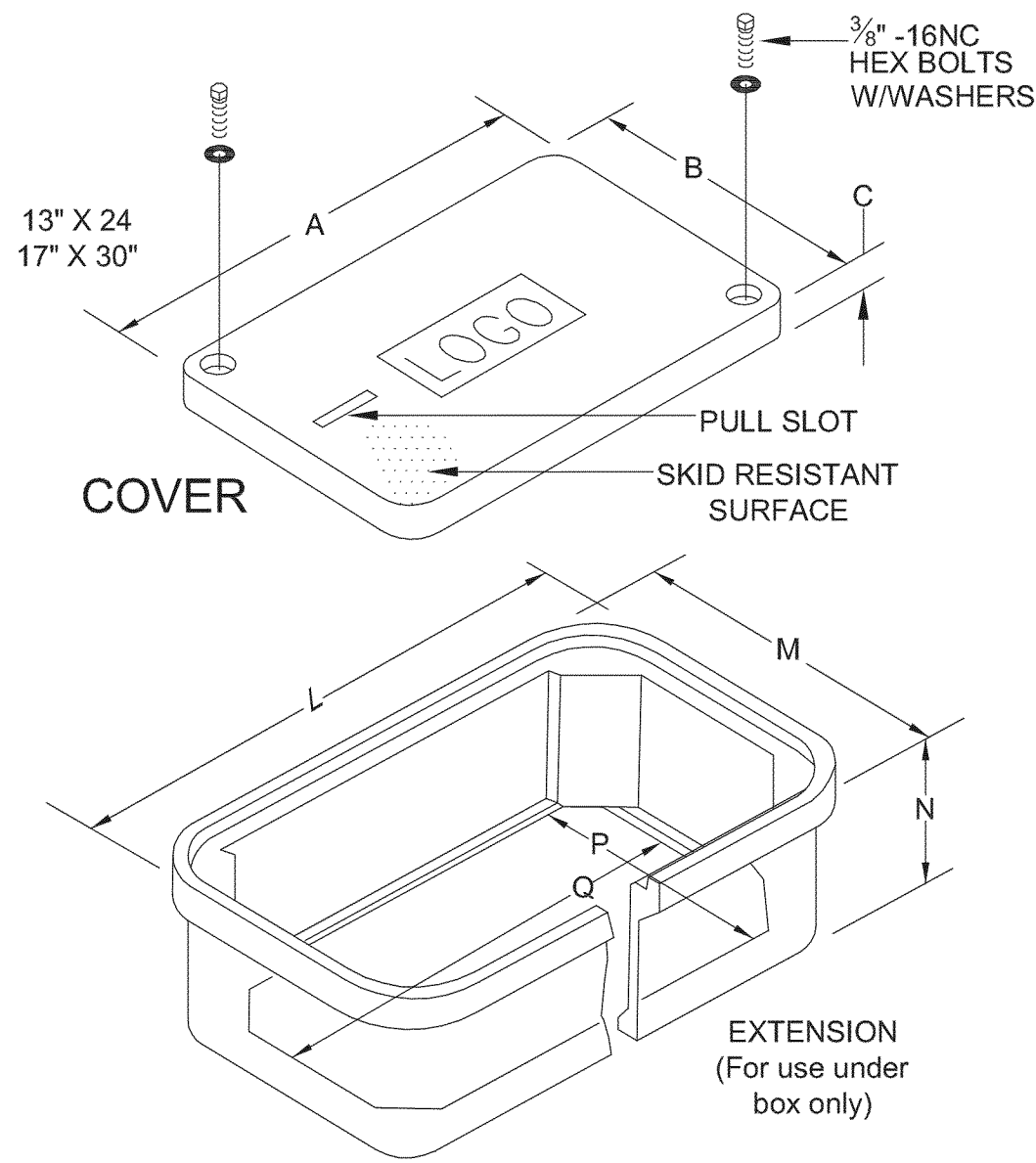
NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREBY CERTIFIES THAT THIS DRAWING WAS PREPARED AND FURNISHED TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE USER'S SOLE RISK AND THE USER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS				DRAWING INFORMATION		SAFE ROUTES TO SCHOOL WOODLEY SIDEWALK PROJECT PROJECT NO. SRSP-0210-00(024) LPA/106139-401000 CITY OF HATTIESBURG FORREST COUNTY, MS		 NEEL-SCHAFFER Solutions you can build upon	DETAIL OF TRAFFIC SIGNAL HEADS, TRAFFIC SIGNAL SIGNS, AND GENERAL NOTES	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO: 5695.001					WORKING NUMBER:	DRAWING NUMBER:
					FILENAME: TSD-1.DWG					TSD-1	22
					SCALE: NOT TO SCALE						
					DRAWN BY: ANDREWS ENGINEERING						
					DESIGN: GPS	DATE: 02/2012					
					DRAWN: GPS	DATE: 02/2012					
					CHECK:	DATE:					
					QA/QC:	DATE:					



TYPE 1 PULLBOX
NOT TO SCALE

Covers (blank unless logo is specified)			
DESCRIPTION	WEIGHT #	DESIGN/TEST LOAD #	ANSI TIER
W/2 Bolts	4	8,000 / 12,000	8
Gasketed w/4 Bolts	4	8,000 / 12,000	8

Gasketed covers must be used with a gasketed box. Gaskets reduce the inflow of fluids but do not make the enclosure water tight.



TYPE 2 or 3 PULLBOX
NOT TO SCALE

Boxes (Stackable with self-aligning, replaceable EZ-Nut)				
DESCRIPTION	WEIGHT #	DIMENSION A	DESIGN/TEST LOAD #	ANSI TIER
Open Bottom	12	6 3/4"	15,000 / 22,500	15
Open Bottom w/Gasket	12	6 3/4"	15,000 / 22,500	15
Solid Bottom	14.5	7 1/4"	15,000 / 22,500	15
Solid Bottom w/Gasket	14.5	7 1/4"	15,000 / 22,500	15

Dimensions & weights in parentheses are metric equivalent.

Covers (blank unless logo is specified)				
DESCRIPTION	DIMENSION (IN.)			WT. LBS.
	A	B	C	
Locking	23-1/4	13-3/4	2	32
Cover	30-1/2	17-1/2	2	47
Non-Locking	23-1/4	13-3/4	2	33
Cover	30-1/2	17-1/2	2	48
Steel Locking	23-1/4	13-3/4	2	65
Cover	30-1/2	17-1/2	2	90
Heavy Duty	23-1/4	13-3/4	2	50
Locking Cover	30-1/2	17-1/2	2	74

Boxes (Stackable)		DIMENSION (IN.)						
DESCRIPTION		D	E	F	G	H	J	K
		WT. LBS.						
Standard Box	25	15-1/2	12	9-3/4	19-1/4	1-1/2	10	53
	25	15-1/2	18	9-3/4	19-1/4	1-1/4	16	62
	32-1/2	19-1/4	12	13-1/2	26-1/2	1-1/4	10	82
	32-1/2	19-1/4	18	13-1/2	26-1/2	1-1/4	16	94
Box w/ Mouseholes	32-1/4	19-1/4	22	13-1/2	26-1/2	1-1/4	20	106
	25	15-1/2	12	9-3/4	19-1/4	1-1/4	10	49
	25	15-1/2	18	9-3/4	19-1/4	1-1/4	16	61
	32-1/4	19-1/4	12	13-1/2	26-1/2	1-1/4	10	80
Box w/ Solid Base	32-1/4	19-1/4	18	13-1/2	26-1/2	1-1/4	16	80
	32-1/4	19-1/4	22	13-1/2	26-1/2	1-1/4	20	104
	25	15-1/2	18-1/2	N/A	N/A	N/A	16	73
	32-1/4	19-1/4	18-1/2	N/A	N/A	N/A	16	106

*Not to be used for extensions

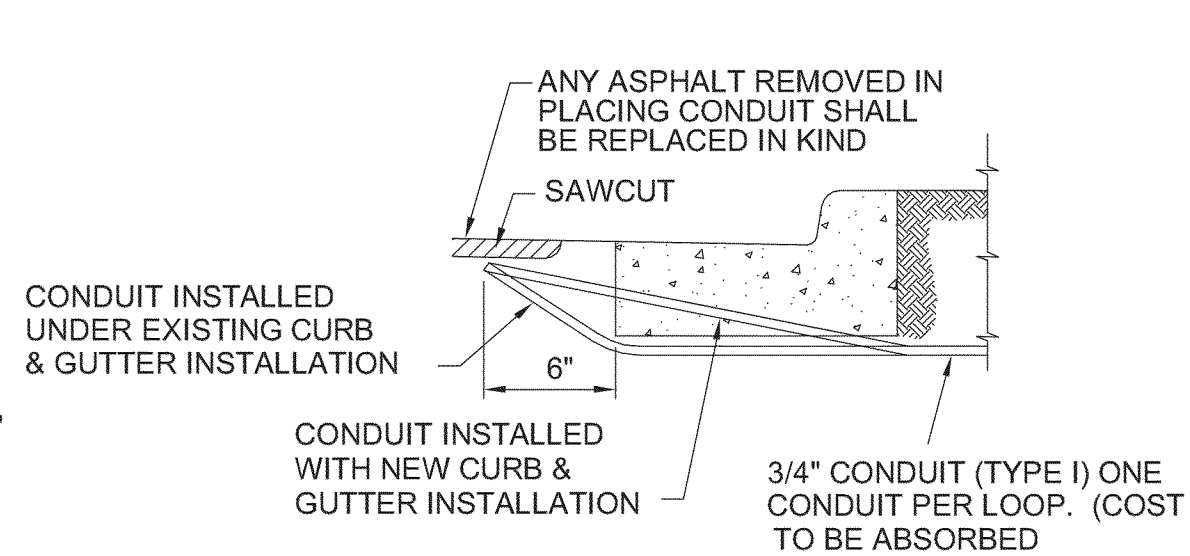
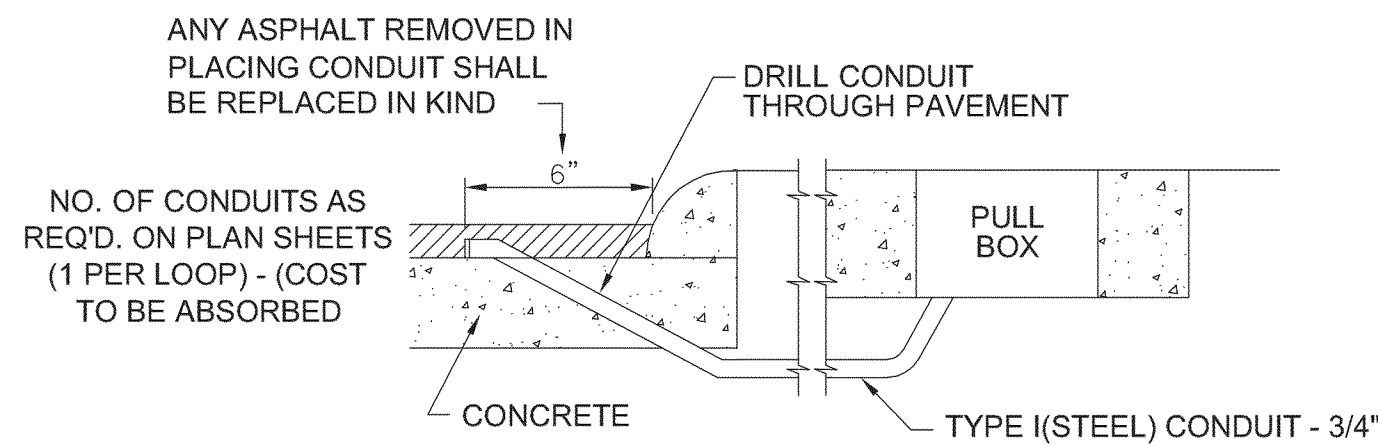
Extensions (For use under box only)		DIMENSION (IN.)						
DESCRIPTION		L	M	N	P	Q	R	S
		WT. LBS.						
Extension (One Per Box)	23-3/4	14-1/4	8-3/4	10-1/4	19-3/4	8	1	25
	30-7/8	17-7/8	8-3/4	13-7/8	26-7/8	8	1	47
Extension w/ Solid Base	23-3/4	14-1/4	9-1/4	N/A	N/A	8	N/A	35
	30-7/8	17-7/8	9-1/4	N/A	N/A	8	N/A	65

Underground enclosures shall be Composites. Enclosures and covers shall be concrete gray color and rated for no less than 8,000 lbs. over a 10" X 10" area and be designed and tested to temperatures of -50 F. Material compressive strength shall be no less than 11,000 psi. Covers shall have a minimum coefficient of friction of .5. Boxes shall be stackable for extra depth.

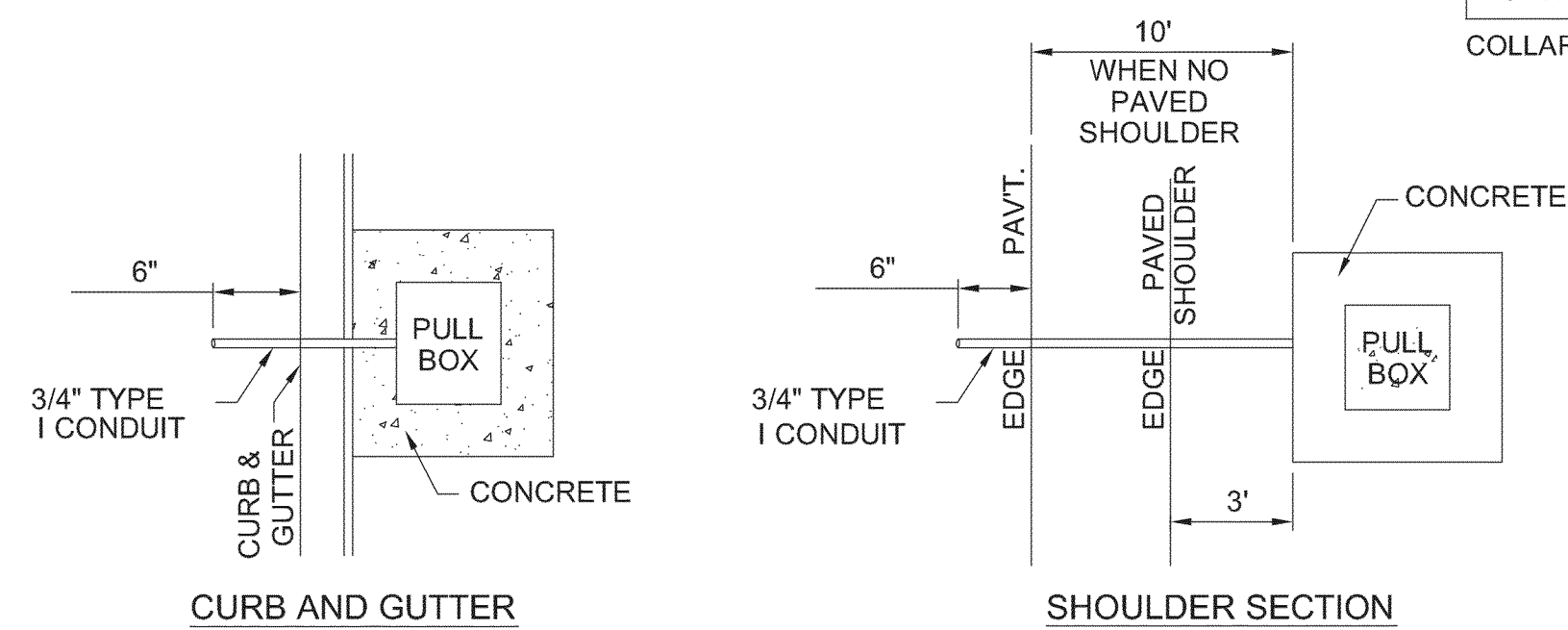
NOMINAL PULLBOX SIZES

TYPE 1	TYPE 2	TYPE 3
9" x 11" x 6 3/4"	15" x 25" x 18"	19" x 32" x 24"

COLLARS AND GRAVEL UNDER PULLBOX REQUIRED FOR ALL TYPES OF PULLBOXES



CONDUIT TRENCHING DETAIL
NOT TO SCALE



PULL BOX LOCATION DETAIL
NOT TO SCALE

NOTICE TO DRAWING HOLDER

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REVISIONS				DRAWING INFORMATION	
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				FILENAME: TSD-3.DWG	
				SCALE: NOT TO SCALE	
				SURVEYED BY: ANDREWS ENGINEERING	
				DSGN: GPC	DATE: 02/2012
				DRWN: GPC	DATE: 02/2012
				CHKD:	DATE:
				QA/QC:	DATE:

SAFE ROUTES TO SCHOOL
WOODLEY SIDEWALK PROJECT
PROJECT NO. SRSP-0210-00(024) LPA/106139-401000

CITY OF HATTIESBURG
FORREST COUNTY, MS



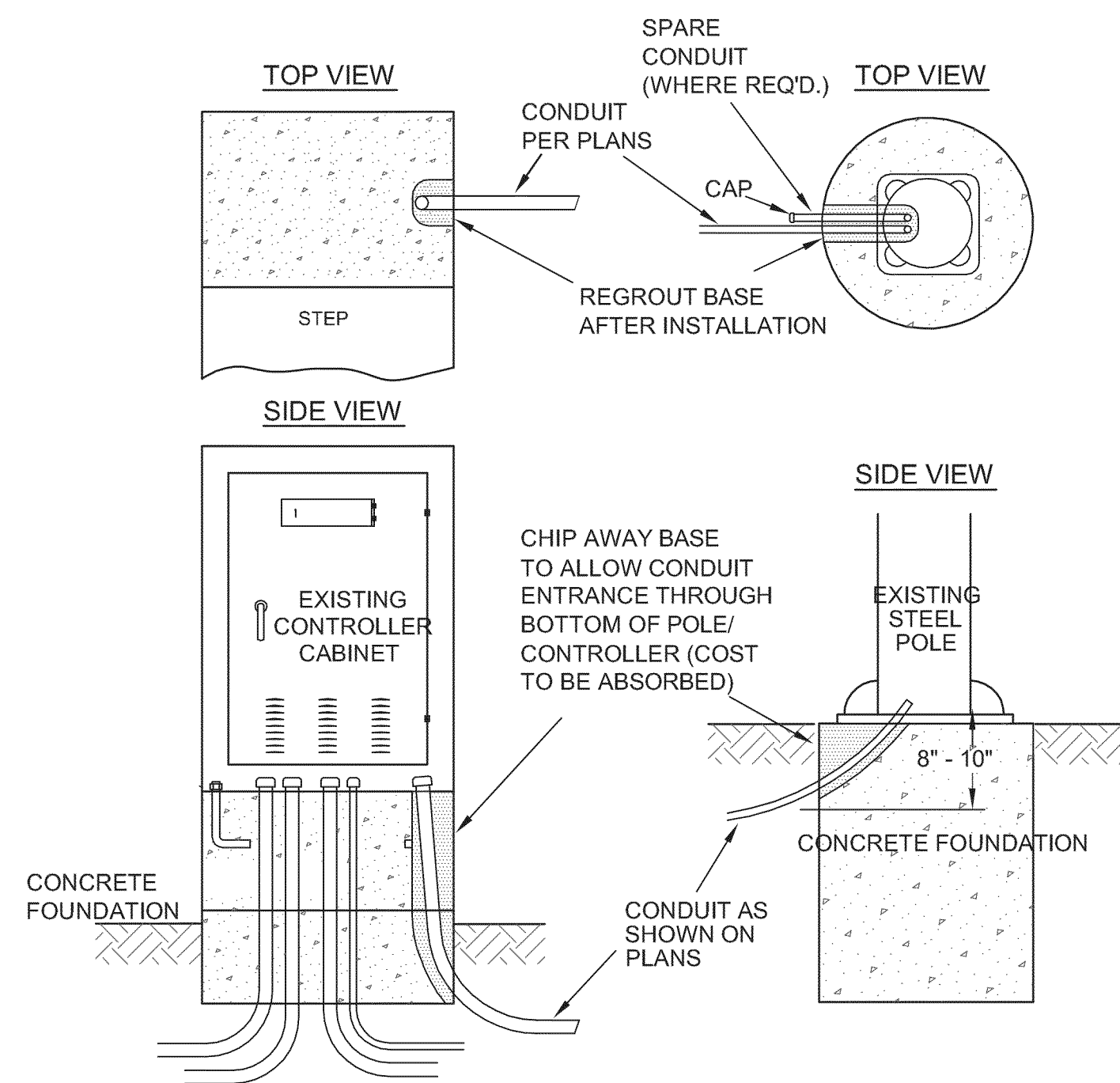
PULLBOX AND CONDUIT
TRENCHING DETAILS FOR
TRAFFIC SIGNAL INSTALLATION

WORKING NUMBER:

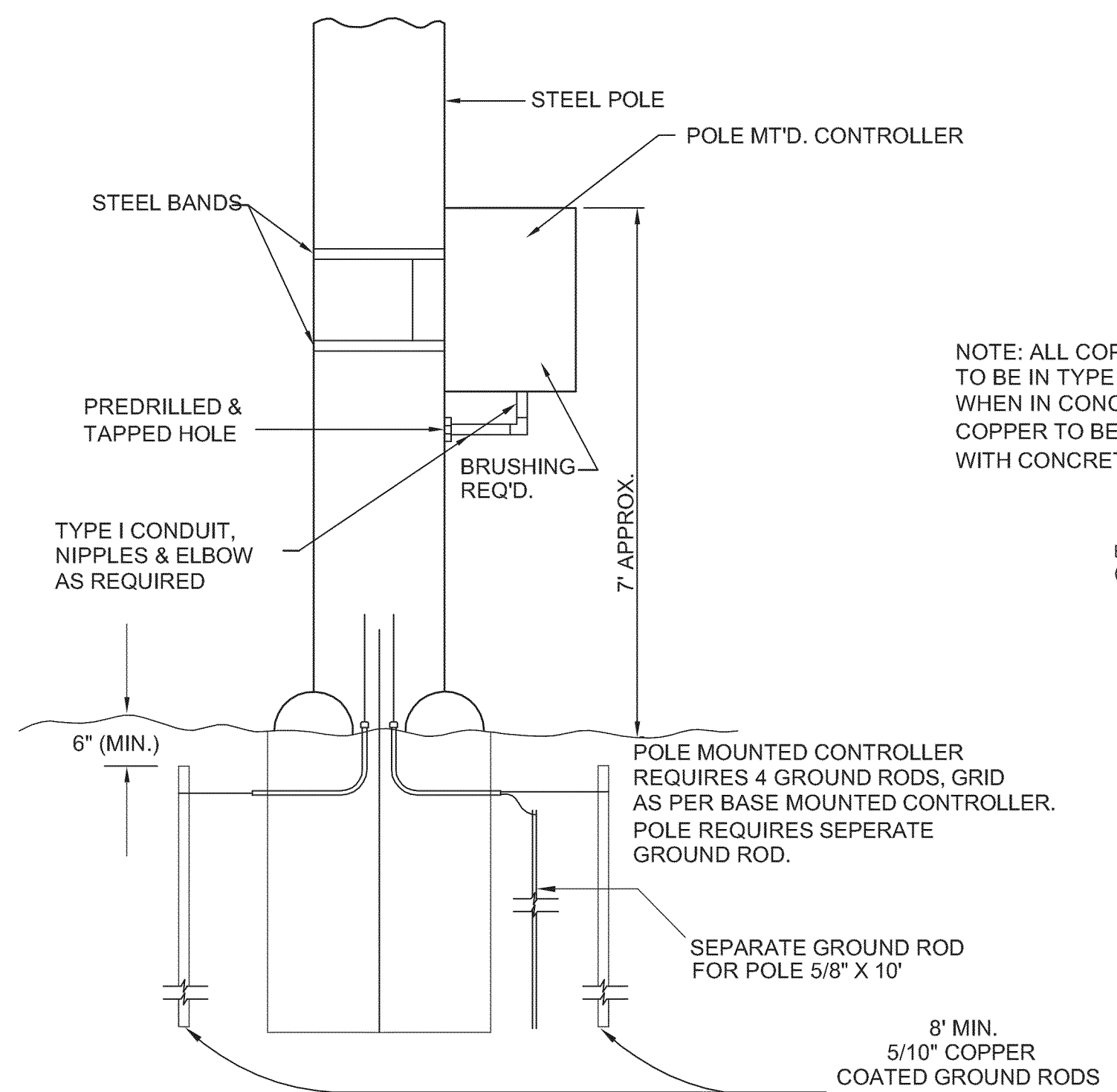
TSD-3

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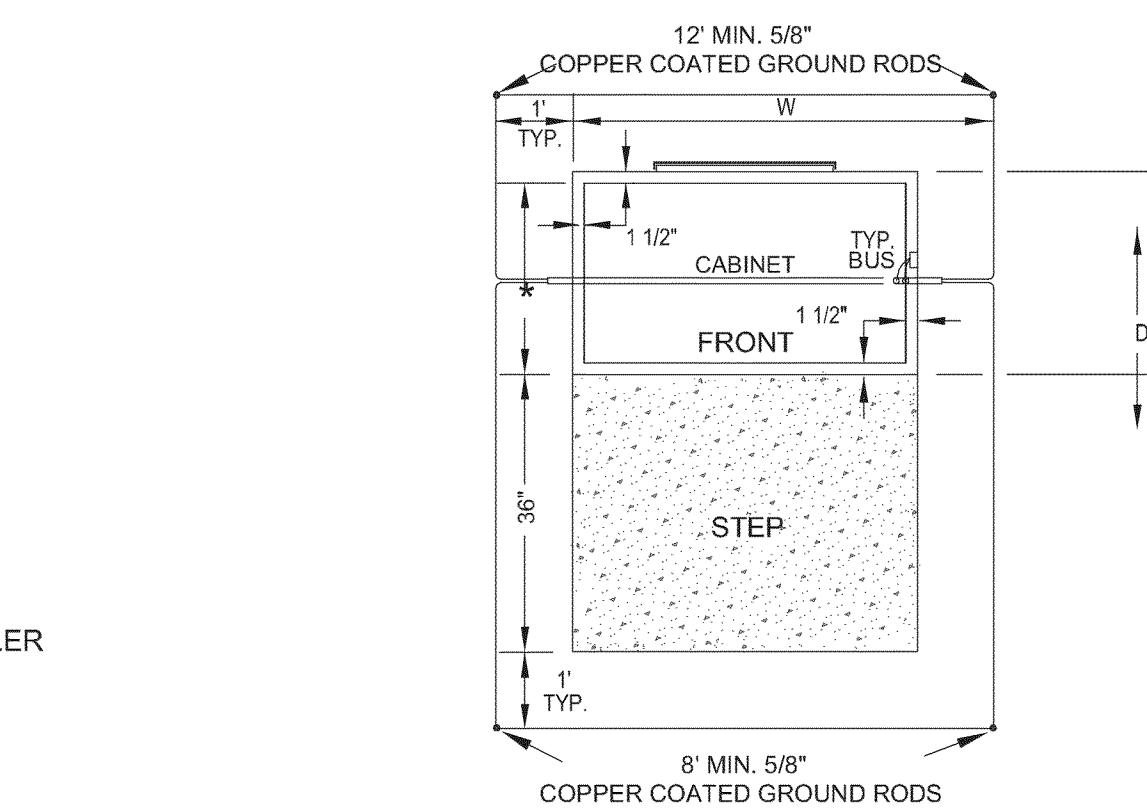
23



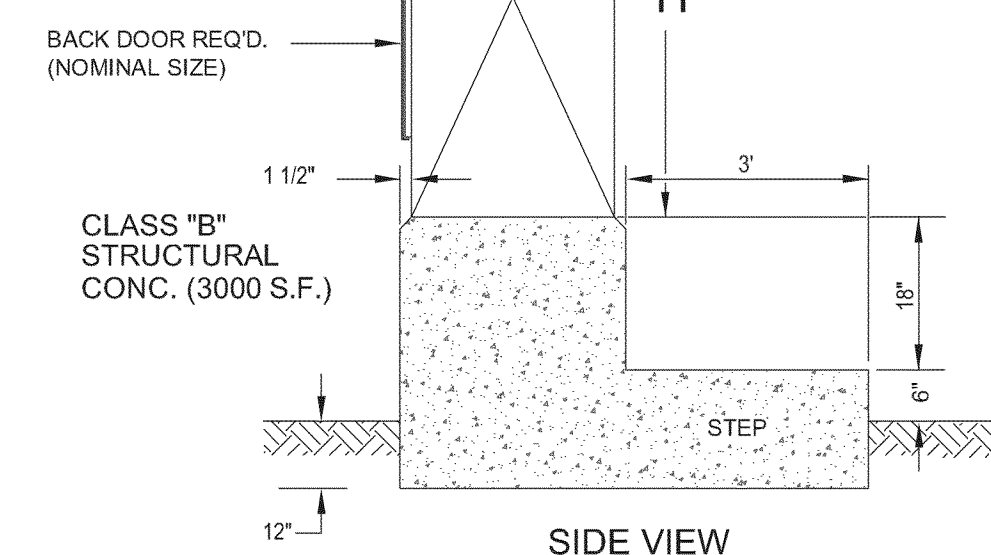
CONDUIT ENTRANCE DETAIL
(EXISTING CABINET OR POLE)



TYPICAL DETAIL FOR POLE MOUNTED CONTROLLER
NOT TO SCALE

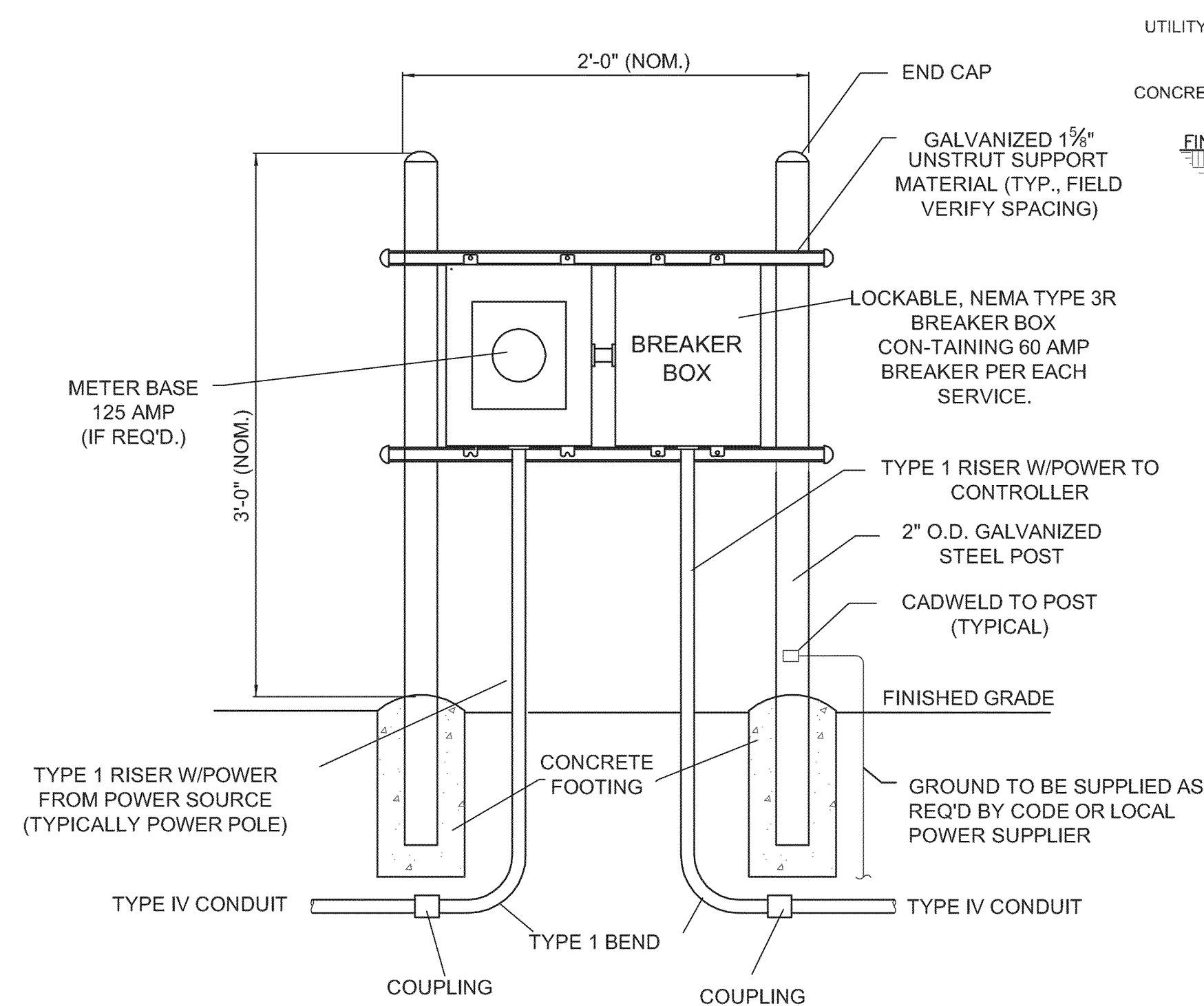


NOTE: ALL COPPER FOR GROUND TO BE IN TYPE IV CONDUIT WHEN IN CONCRETE. NO BARE COPPER TO BE IN CONTACT WITH CONCRETE.



NOTE: THE BASE MOUNTED CABINET IS TO BE SITUATED IN THE OPTIMUM POSITION FOR VIEWING THE CONTROLLER OPERATION AND THE ON STREET SIGNAL DISPLAYS SIMULTANEOUSLY. THIS POSITION IS TO BE DETERMINED IN THE FIELD BY THE ENGINEER.

TYPICAL DETAIL OF BASE FOR CONTROLLER
EQUIPMENT CABINET
NOT TO SCALE



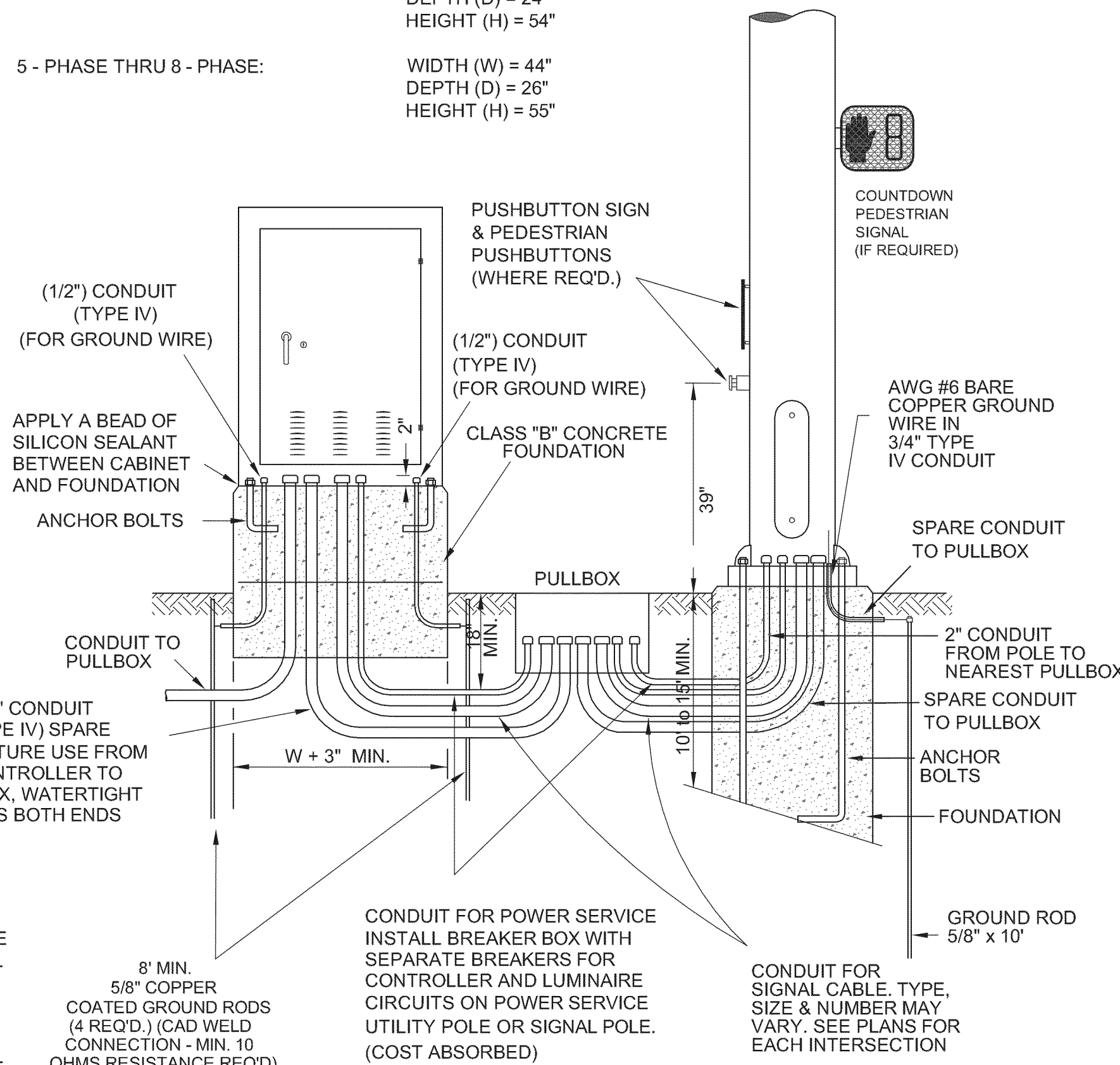
POWER SERVICE PANEL

DIMENSIONS OF BASE MOUNTED CONTROLLER
EQUIP. CABINETS (MIN.)
UP TO AND INCLUDING 4 - PHASE:

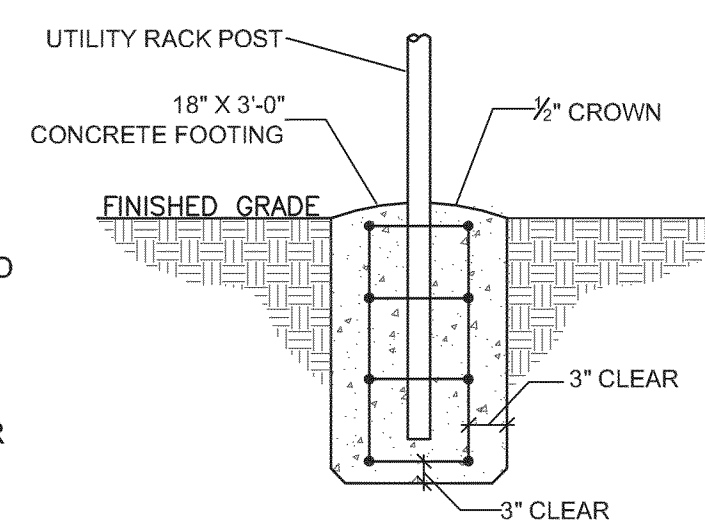
WIDTH (W) = 38"
DEPTH (D) = 24"
HEIGHT (H) = 54"

5 - PHASE THRU 8 - PHASE:

WIDTH (W) = 44"
DEPTH (D) = 26"
HEIGHT (H) = 55"



FRONT VIEW



PANEL FOOTING

NOTE:
REINFORCED WITH 6 X 6 X
6 GA WELDED WIRE
FABRIC, MAINTAIN 3"
CLEAR CONCRETE COVER
AROUND REINFORCING
AND EMBEDDED ITEMS.

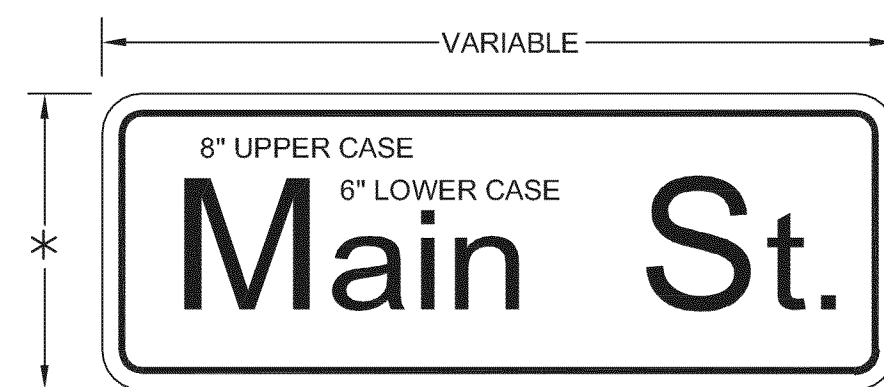
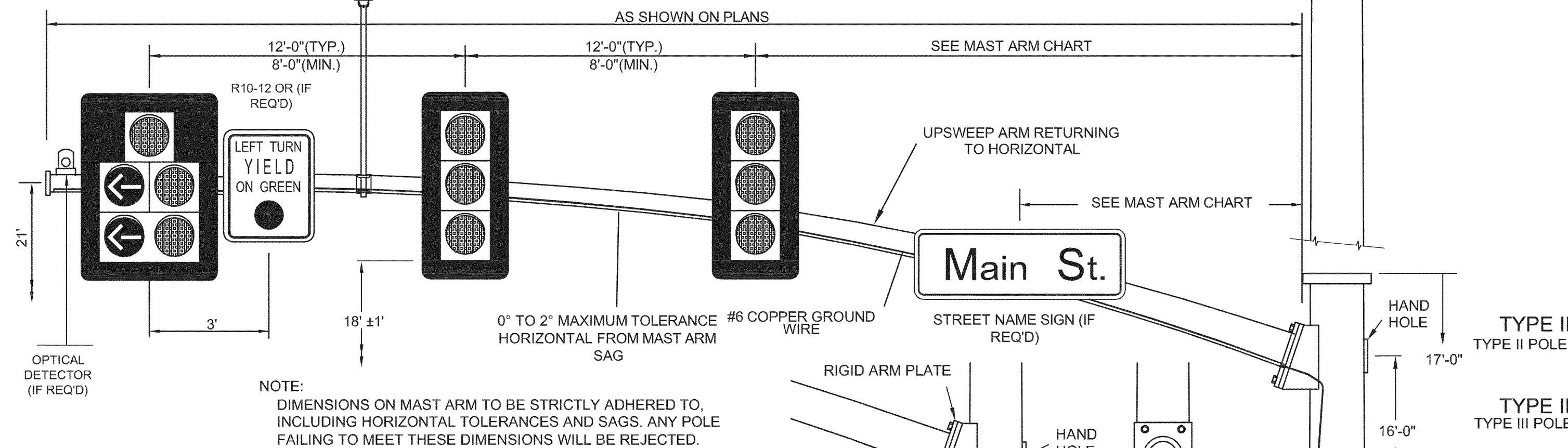
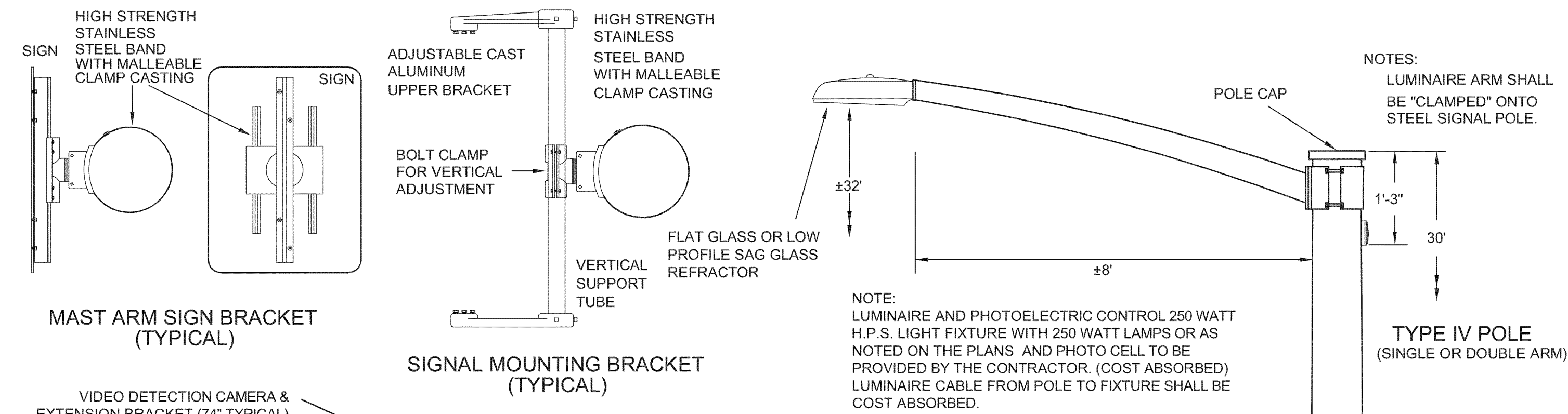
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REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	PROJECT NO.	PROJECT NAME

SAFE ROUTES TO SCHOOL
WOODLEY SIDEWALK PROJECT
PROJECT NO. SRSP-0210-00(024) LPA/106139-401000
CITY OF HATTIESBURG
FORREST COUNTY, MS

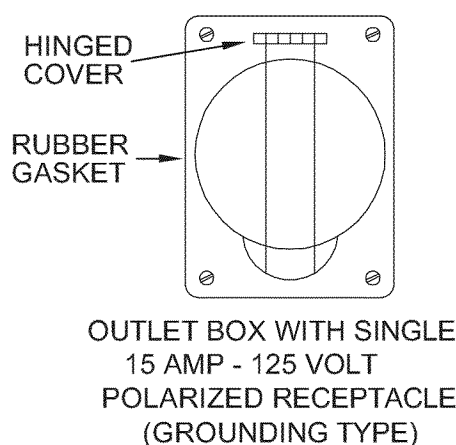
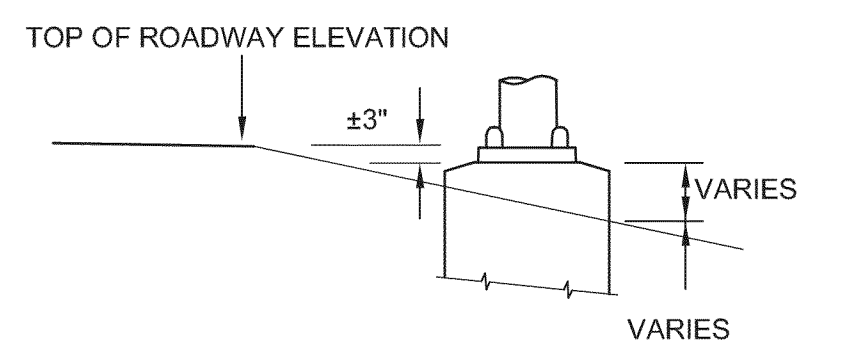


TYPICAL DETAILS OF
CONTROLLER CABINETS
MOUNTINGS, TYPE 1 POLE
ATTACHEMENTS, AND
MISCELLANEOUS DETAILS
WORKING NUMBER: TSD-5
DRAWING NUMBER: 24



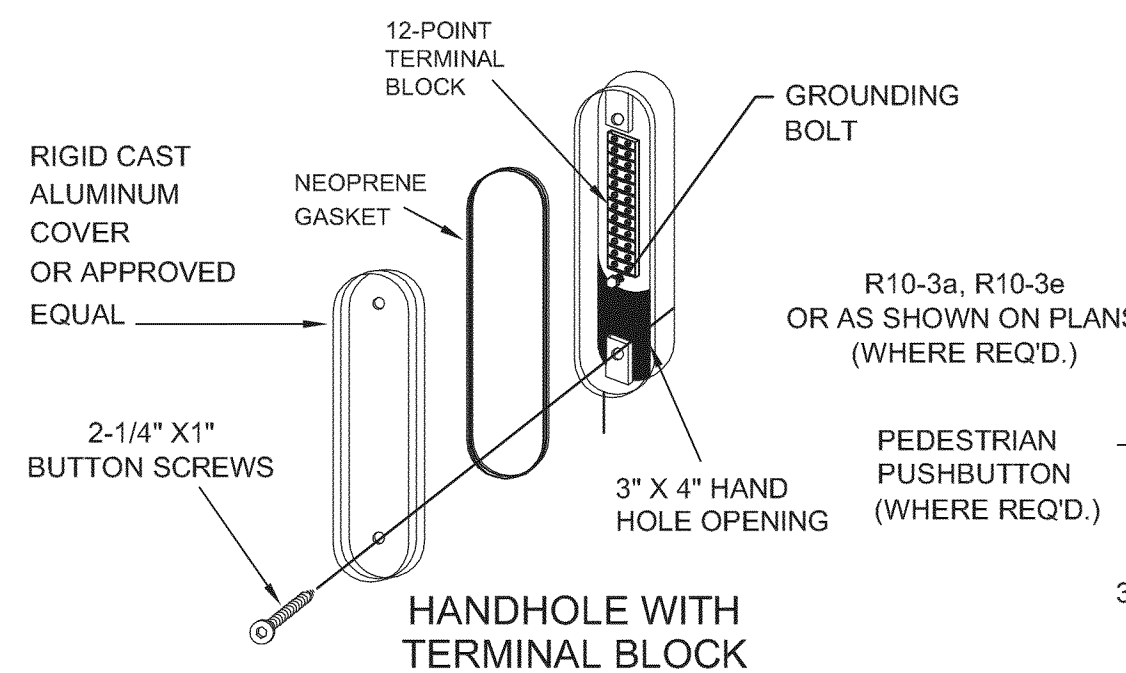
STREET NAME SIGNS (TYPICAL) (IF REQUIRED)

* HEIGHT = 1'-6" FOR SINGLE NAME, 2'-0" FOR 2 NAMES
THICKNESS = 0.1" WHITE TYPE IX SHEETING ON GREEN TYPE III SHEETING
8" UPPER CASE, 6" LOWER CASE LETTERS; SERIES "C"
STREET NAME SIGNS REQUIRE A MINIMUM OF 2 MOUNTING BRACKETS (30" MAXIMUM SPACING BETWEEN BRACKETS) (COST ABSORBED)



OUTLET

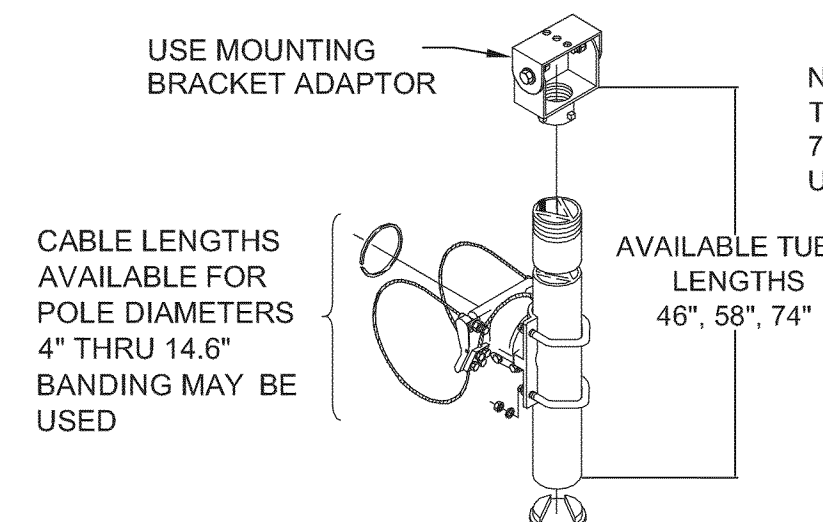
VIDEO CAMERA MOUNTING NOTE:
TYPICAL BEST ALIGNMENT FOR SIGNAL MAST ARM INSTALLATION IS LINING UP THE CAMERA IN LINE WITH THE LANE LINE BETWEEN THE LEFT TURN AND THROUGH LANES FOR 3 LANE APPROACH OR CENTERING TOTAL APPROACH LANES FOR NON 3 LANE APPROACH LANES.



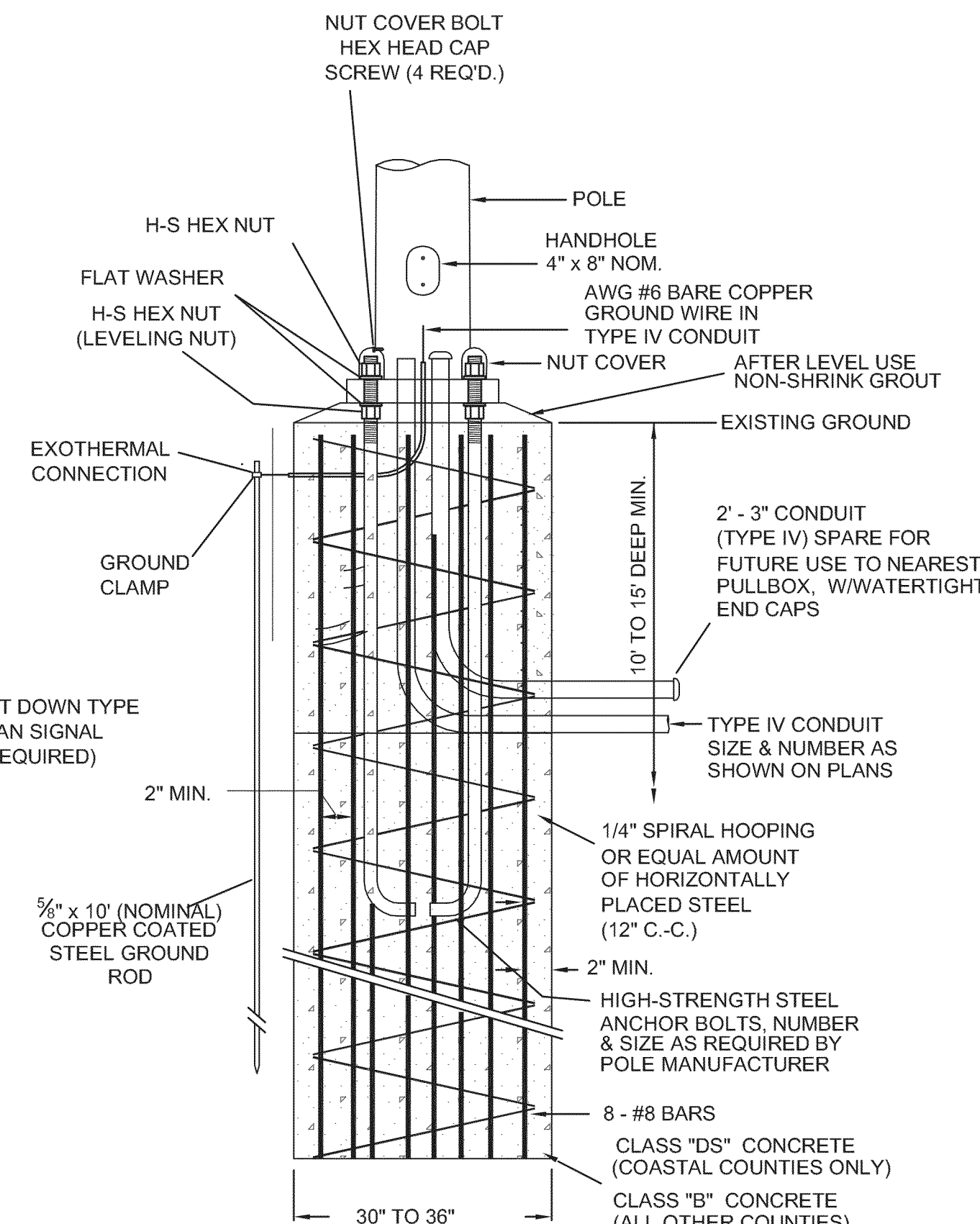
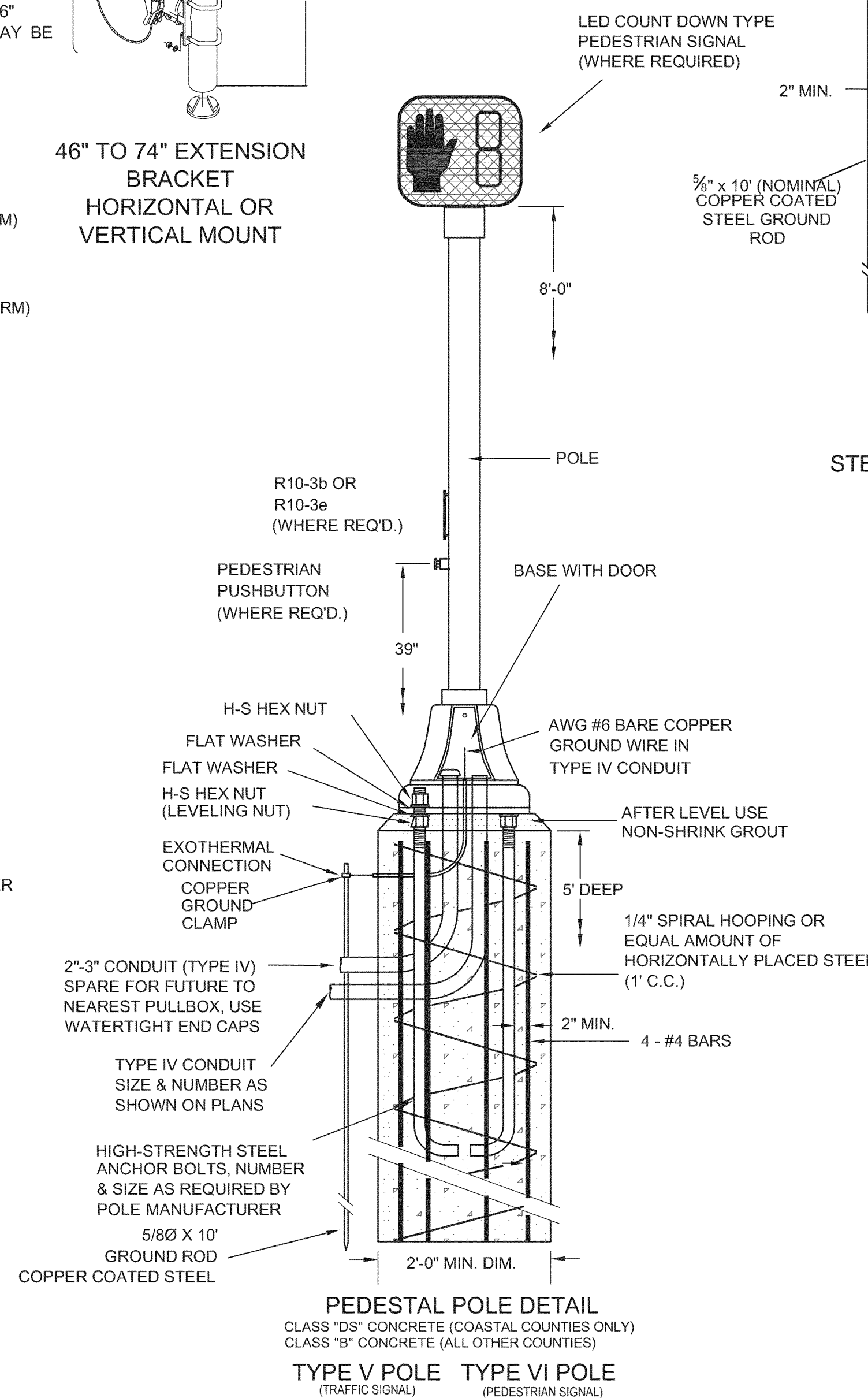
INSTALL QUICK DISCONNECT 5 AMP FUSE AND LUMINAIRE CABLE FROM POLE BASE TO LUMINAIRE (COST ABSORBED).

STEEL MAST ARM POLE DETAIL

- NOTES:
1. WIRE ENTRANCE TO MAST ARM WILL BE FIELD DRILLED TO CORRESPOND TO THE LOCATION OF THE SIGNAL HEADS WHEN ALIGNED IN FIELD.
 2. RED SECTION INDICATIONS TO BE APPROXIMATELY SAME HEIGHT.
 3. EXACT DIMENSIONS AND LOCATIONS OF ANCHOR BOLTS TO BE SUPPLIED BY THE POLE MANUFACTURER.
 4. THE CONTRACTOR SHALL PROVIDE MAST ARM POLE DESIGN CERTIFICATION AND CALCULATIONS AS OUTLINED IN SECTION 722.02 OF STANDARD SPECIFICATIONS. DESIGN STANDARD FOR MAST ARMS POLES SHALL BE 2001 AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS. USE FATIGUE CATEGORY II. DO NOT CONSIDER GALLOPING OR TRUCK FORCES. USE 50 YEAR DESIGN LIFE. WIND AND ICE LOADS VARIABLE BASED UPON MAPS IN THE 2001 AASHTO SPECIFICATION. USE UPSWEPT MAST ARMS.
 5. #6 COPPER GROUND WIRE INSIDE POLE AND MAST ARM TO BE COST ABSORBED.



46" TO 74" EXTENSION BRACKET HORIZONTAL OR VERTICAL MOUNT



STEEL MAST ARM POLE FOUNDATION DETAIL

GENERAL FOUNDATION NOTES

1. EXACT DIMENSIONS AND LOCATIONS OF ANCHOR BOLTS TO BE SUPPLIED BY THE MANUFACTURER. ANY FOUNDATIONS FAILING TO MEET MINIMUM DIMENSIONS WILL BE REJECTED.
2. DRY SHAFT EXCAVATION MUST MEET REQUIREMENTS OF SECTION 803.03.2.3.2. IF GROUNDWATER OR HOLE INSTABILITY IS ENCOUNTERED, SLIP CASING AND 10' TREMIE SHALL BE REQUIRED.
3. WIND LOAD DETERMINES SHAFT DIAMETER AND DEPTH:
 - ALL TYPE IV 30" POLE SHAFT - USE 36" DIAMETER, 15' DEPTH
 - COASTAL COUNTIES (140mph) - 36" DIAMETER, 15' DEPTH WITH SLIP CASING.
 - 100mph to 130mph - 36" DIAMETER, 15' DEPTH, SLIP CASING NOT REQUIRED
 - ALL OTHER COUNTIES (90mph) - SINGLE MAST ARM: 30" DIAMETER, 10' DEPTH DOUBLE MAST ARM: 36" DIAMETER, 12' DEPTH *SEE WIND LOAD MAP IN 2001 AASHTO GUIDELINES.

NOTICE TO DRAWING HOLDER

NEEL-SCHAFER, INC., HERINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.	8695.001
				FILENAME:	TSD-5.DWG
				SCALE:	NOT TO SCALE
				SURVEYED BY:	ANDREWS ENGINEERING
				DSON:	GPC DATE: 02/2012
				DRWN:	GPC DATE: 02/2012
				CHKD:	DATE:
				QA/QC:	DATE:

SAFE ROUTES TO SCHOOL
WOODLEY SIDEWALK PROJECT
PROJECT NO. SRSP-0210-00(024) LPA/106139-401000

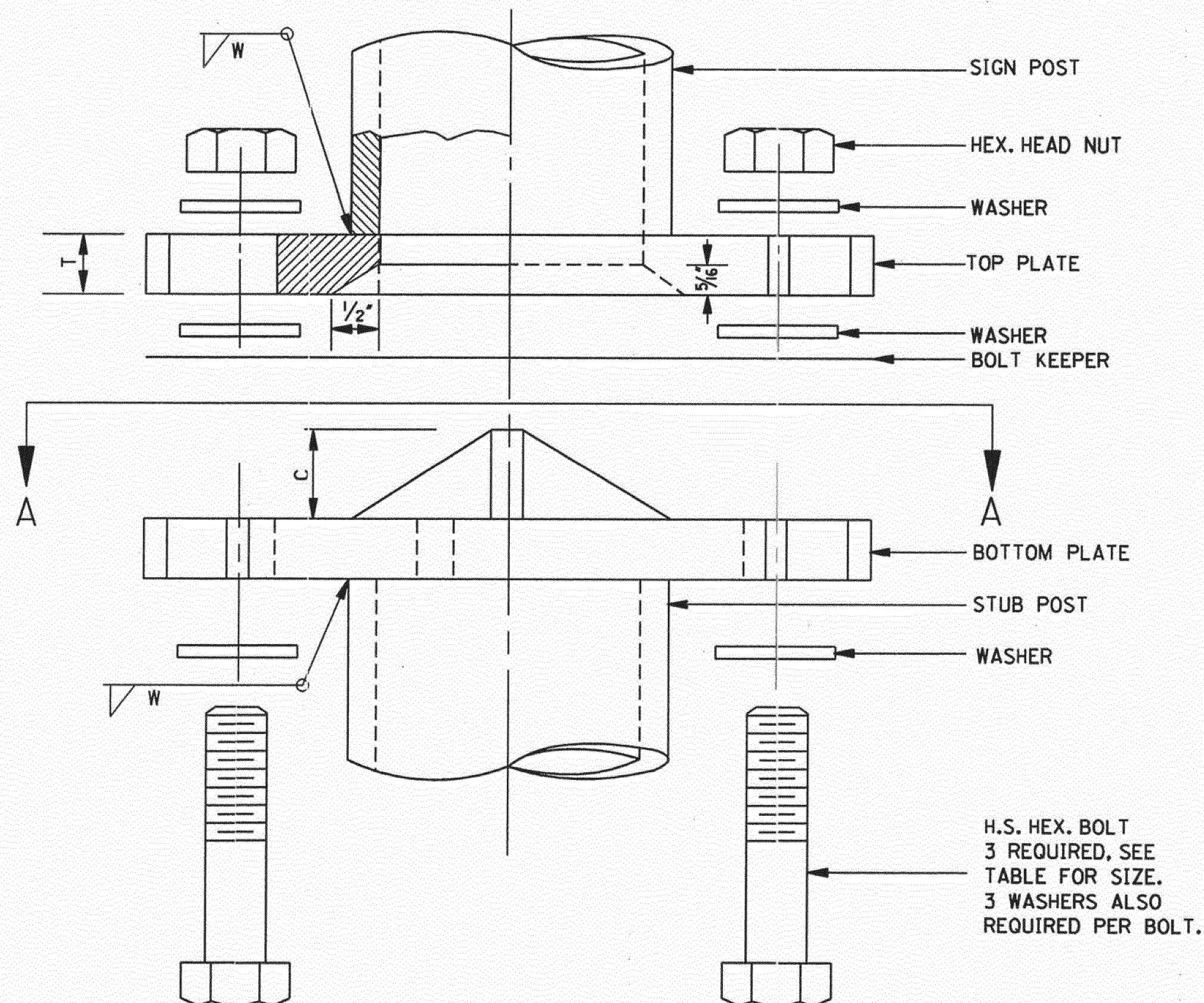
CITY OF HATTIESBURG
FORREST COUNTY, MS



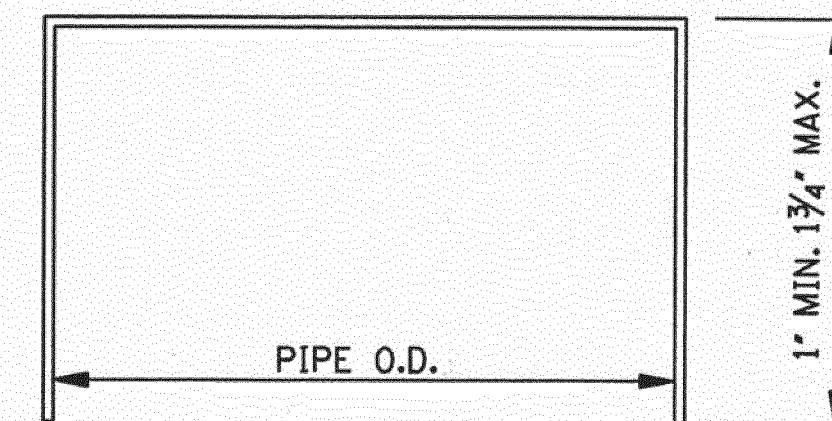
MAST ARM AND PEDESTAL POLE
DETAILS FOR TRAFFIC SIGNAL
INSTALLATION

WORKING NUMBER:
TSD-6

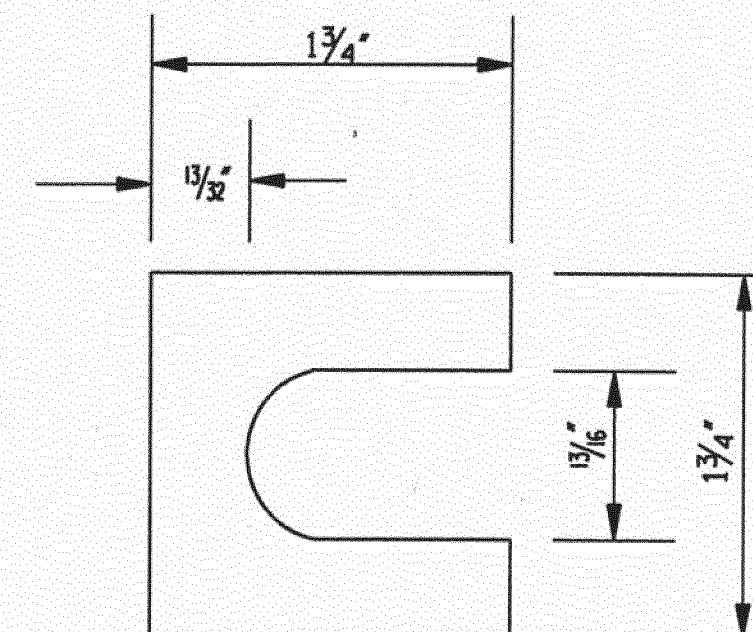
DRAWING NUMBER:
25



MULTI-DIRECTIONAL SIGN POST & STUB POST

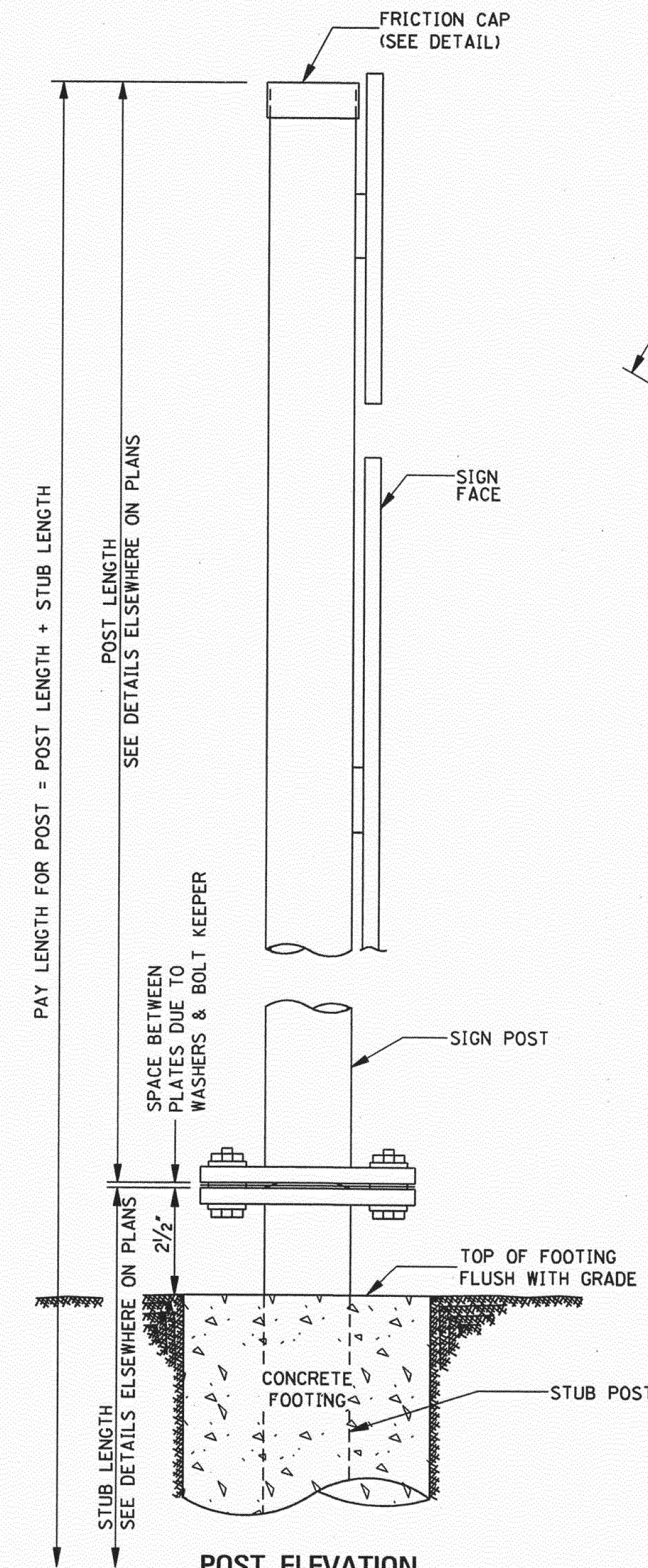


FRICTION CAP DETAIL
NOTE: SEE NOTE 3

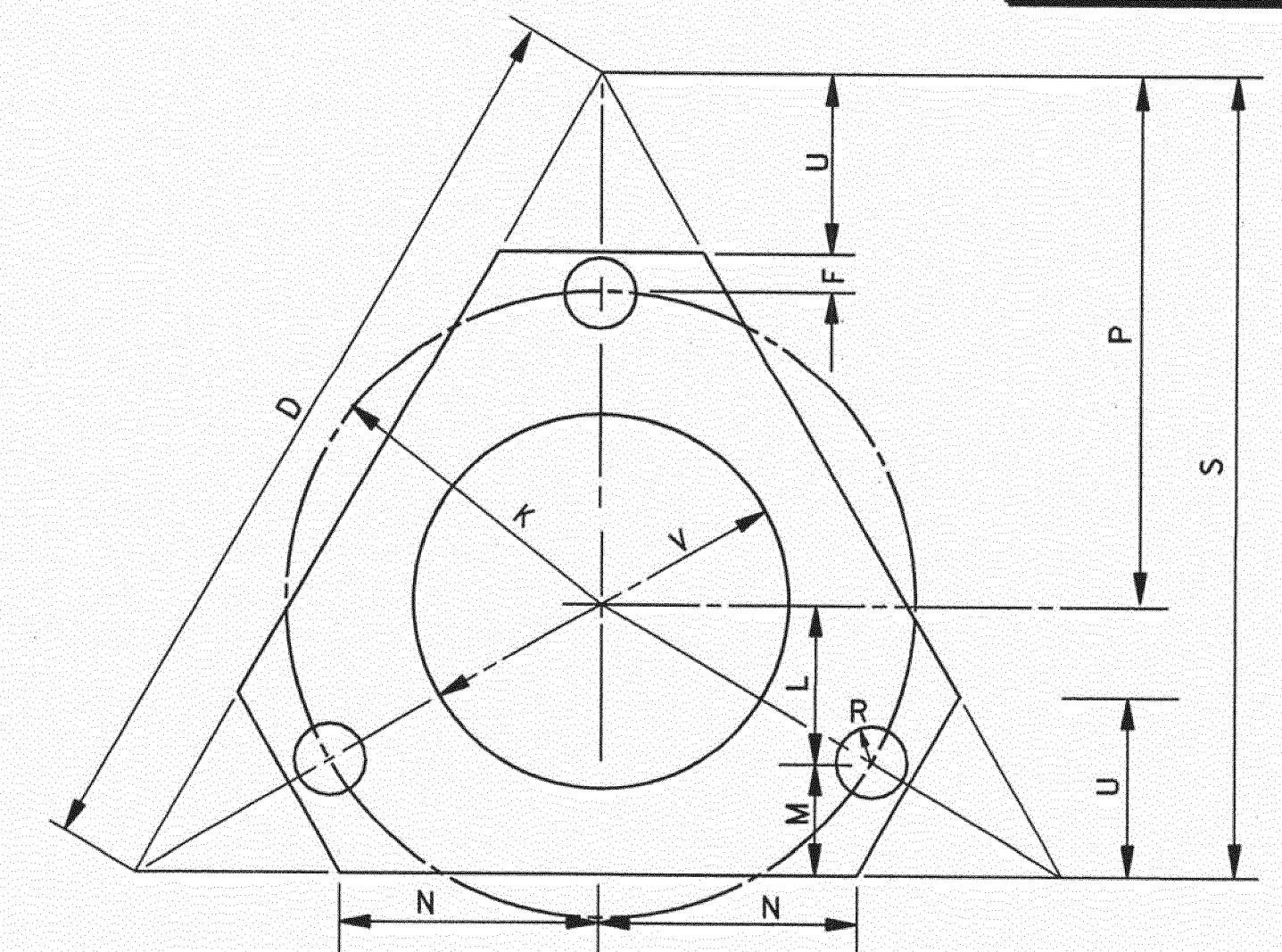


SHIM DETAIL

NOTE: FURNISH 2-0.012" ± THICK AND 2-0.032" ± THICK SHIMS PER POST. SHIMS SHALL BE FABRICATED FROM BRASS SHIM STOCK OR STRIP CONFORMING TO ASTM B 36.



POST ELEVATION

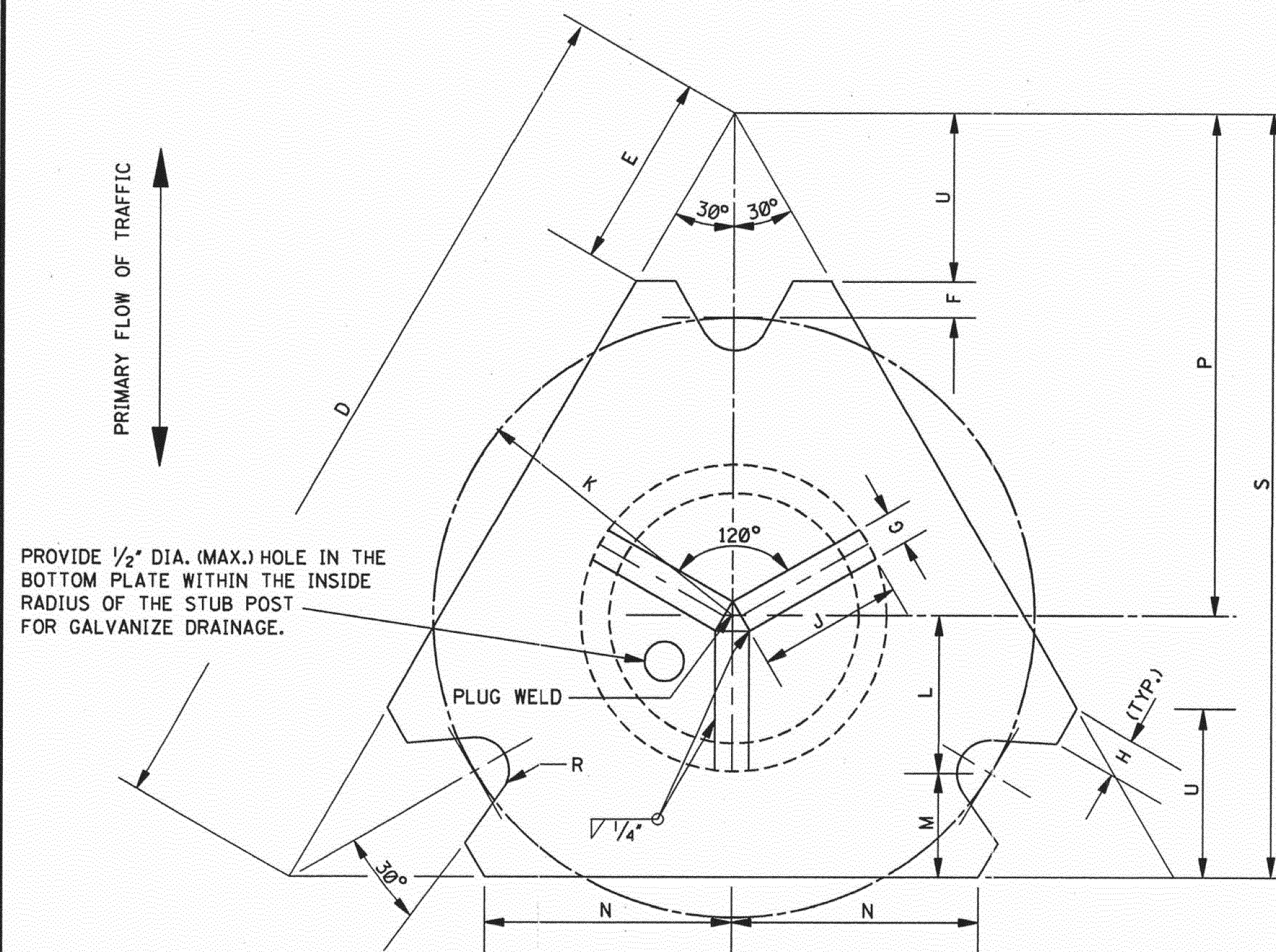


BOLT KEEPER PLATE DETAIL

NOTE: TO BE FABRICATED FROM 28 GAGE THICK GALVANIZED STEEL. TO BE INSTALLED AS SHOWN IN DETAIL AT UPPER LEFT.

GENERAL NOTES: (SEE SN-6 FOR ADDITIONAL GENERAL NOTES)

1. THE TOP PLATE OF THE TRIANGULAR SLIP BASE SHALL HAVE THE SAME EXTERIOR DIMENSIONS AS THE BOTTOM PLATE. THE LIFTING CONE SHALL BE WELDED TO THE BOTTOM PLATE ONLY. A HOLE EQUAL TO THE INSIDE DIAMETER OF THE SIGN POST SHALL BE CUT THROUGH THE CENTER OF THE TOP PLATE WITH THE HOLE EDGE BEVELED AS DETAILED. TOP & BOTTOM PLATES SHALL BE SYMMETRICAL FOR THE PURPOSE OF ASSEMBLY IN ANY POSITION.
2. BASE CONNECTION ASSEMBLY AS FOLLOWS:
 - A. ASSEMBLE POST TO STUB WITH 3 BOLTS AND WITH 3 FLAT WASHERS PER BOLT.
 - B. SHIM AS REQUIRED TO PLUMB POST.
 - C. TIGHTEN ALL BOLTS THE MAXIMUM POSSIBLE WITH A 12" TO 15" WRENCH TO BED WASHERS, KEEPER PLATE, SHIMS AND TO CLEAN THREADS.
 - D. LOOSEN EACH BOLT IN TURN & RETIGHTEN IN A SYSTEMATIC ORDER TO PRESCRIBED TORQUE. (SEE BASE CONNECTION DATA TABLE).
 - E. BURR THREADS AT JUNCTION WITH NUT WITH A CENTER PUNCH TO PREVENT NUT FROM LOOSENING.
3. FRICTION CAPS TO BE MANUFACTURED FROM HOT ROLLED OR COLD ROLLED STEEL SHEETS. FOR ALL PIPE SIZES, MINIMUM THICKNESS SHALL BE 20 GAGE SHEET METAL. RIM EDGES SHALL BE REASONABLY STRAIGHT AND SMOOTH. CAPS SHALL BE SIZED AND FORMED IN SUCH A MANNER AS TO PROVIDE A DRIVE-ON FRICTION FIT AND HAVE NO TENDENCY TO ROCK WHEN SEATED ON PIPE. THE DEPTH SHALL BE SUFFICIENT TO GIVE POSITIVE PROTECTION AGAINST ENTRANCE OF RAINWATER. THEY SHALL BE FREE OF SHARP CREASES OR INDENTATIONS AND SHOW NO SIGNS OF METAL FRACTURE. ALL CAPS TO BE SAME IN SHAPE AND GENERAL APPEARANCE AS APPROVED BY THE ENGINEER.
4. STUB PROJECTION SHOULD BE MEASURED OVER A 5'-0" CHORD AS PER AASHTO SPECIFICATIONS, LATEST EDITIONS. SEE SHEET SN-6A FOR DIAGRAM.



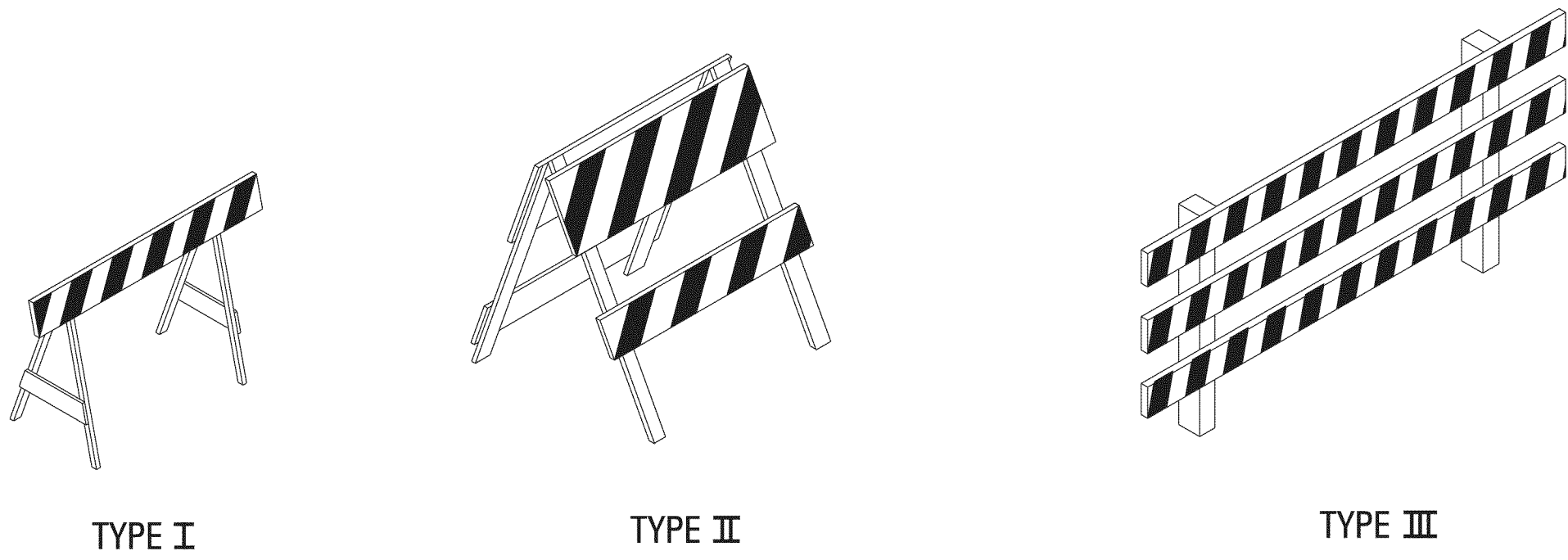
SECTION A-A

NOTE: SEE DATA TABLE FOR DIMENSIONS

[illegible]

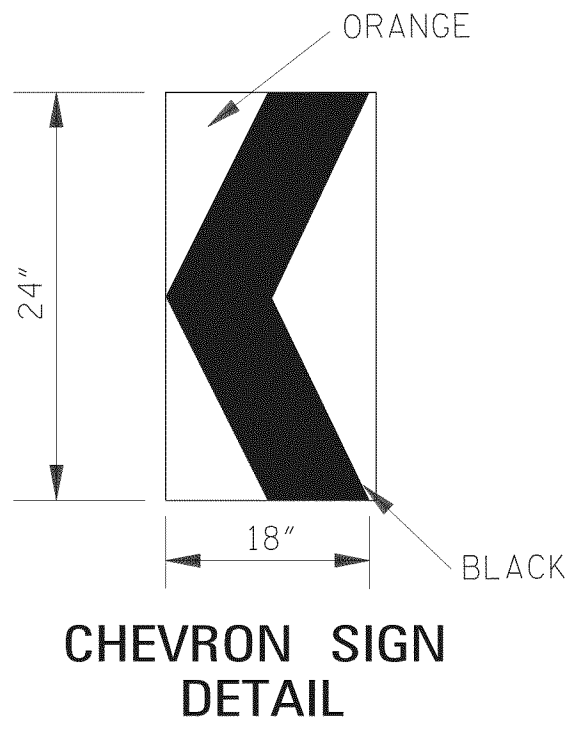
* NOTE: APPROXIMATE DIMENSIONS

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN			
				REVISION	BREAKAWAY SIGN SUPPORTS		WORKING NUMBER SN-6B	
				DATE			ISSUE DATE: OCTOBER 1, 1998	SHEET NUMBER 231



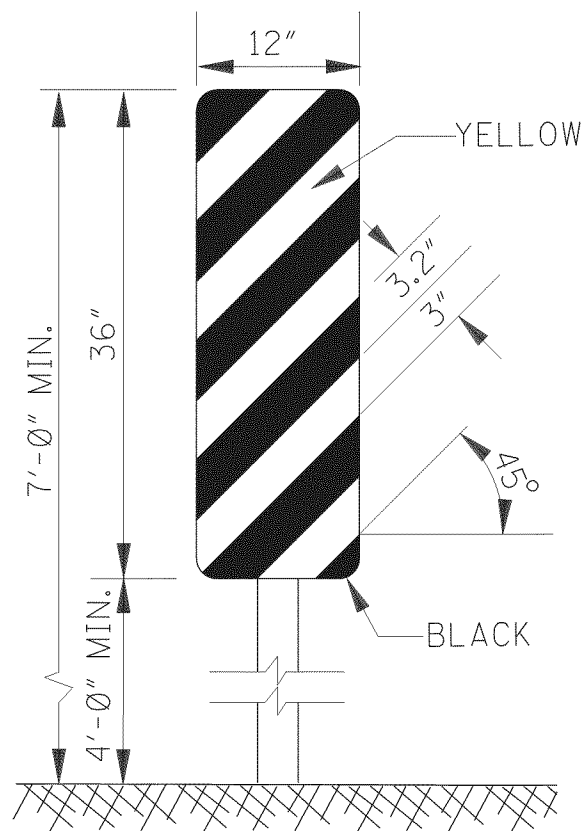
STANDARD BARRICADES

1. A TYPE I BARRICADE CONSISTS OF ONE (1) HORIZONTAL RAIL SUPPORTED BY A DEMOUNTABLE FRAME OR A LIGHT "A" FRAME. A TYPE I BARRICADE NORMALLY WOULD BE USED ON CONVENTIONAL ROADS OR URBAN STREETS AND ARTERIALS.
2. A TYPE II BARRICADE CONSISTS OF TWO (2) HORIZONTAL RAILS ON A LIGHT "A" FRAME. TYPE II BARRICADES ARE INTENDED FOR USE ON EXPRESSWAYS AND FREEWAYS AND OTHER HIGH-SPEED ROADWAYS.
3. TYPE I AND TYPE II BARRICADES ARE INTENDED FOR USE WHERE THE HAZARD IS RELATIVELY SMALL AS, FOR EXAMPLE, ON CITY STREETS, OR FOR THE MORE OR LESS CONTINUOUS DELIMITING OF A RESTRICTED ROADWAY, OR FOR TEMPORARY DAYTIME USE.
4. A TYPE III BARRICADE CONSISTS OF THREE (3) HORIZONTAL RAILS SUPPORTED BY FIXED POSTS, A RIGID SKID, A HEAVY DEMOUNTABLE FRAME OR A HEAVY, HINGED "A" FRAME.
5. TYPE III BARRICADES ARE INTENDED FOR USE ON CONSTRUCTION AND MAINTENANCE PROJECTS AS WING BARRICADES AND AT ROAD CLOSURES, WHERE THEY MUST REMAIN IN PLACE FOR EXTENDED PERIODS.
6. THE MARKING FOR BARRICADE RAILS SHALL BE ORANGE AND WHITE (SLOPING DOWNWARD AT AN ANGLE OF 45° IN THE DIRECTION TRAFFIC IS TO PASS).
7. DO NOT PLACE SANDBAGS OR OTHER DEVICES TO PROVIDE MASS ON THE BOTTOM RAIL THAT WILL BLOCK VIEW OR RAIL FACE.
8. FOR ADDITIONAL INFORMATION OR DETAILS, SEE MUTCD, LATEST EDITION.



1. A CHEVRON SIGN CONSISTS OF A BLACK CHEVRON TYPE MARKING ON AN ORANGE BACKGROUND AND SHALL POINT IN THE DIRECTION OF TRAFFIC FLOW.
2. THE CHEVRON SIGN SHALL BE MOUNTED ON FIXED POST OR RIGID SKID.
3. CHEVRON SIGNS MAY BE USED TO SUPPLEMENT OTHER STANDARD DEVICES WHERE ONE OR MORE LANES ARE CLOSED FOR CONSTRUCTION OR MAINTENANCE. THEY SHALL BE PLACED APPROXIMATELY 2'-0" BEHIND THE LANE TRANSITION STRIPE.

1. TYPE 3 OBJECT MARKERS SHALL BE USED AT ALL EXPOSED BRIDGE ABUTMENTS AND AT OTHER LOCATIONS AS DEEMED NECESSARY BY THE ENGINEER.
2. THE OM-3R IS SHOWN. THE OM-3L IS SIMILAR EXCEPT THE STRIPES SLOPE DOWNWARD FROM THE UPPER LEFT SIDE TO THE LOWER RIGHT SIDE AND SHALL BE PLACED ON THE LEFT SIDE OF THE OBJECT.
3. THE INSIDE EDGE OF THE MARKER SHALL BE IN LINE WITH THE INNER EDGE OF THE OBSTRUCTION.



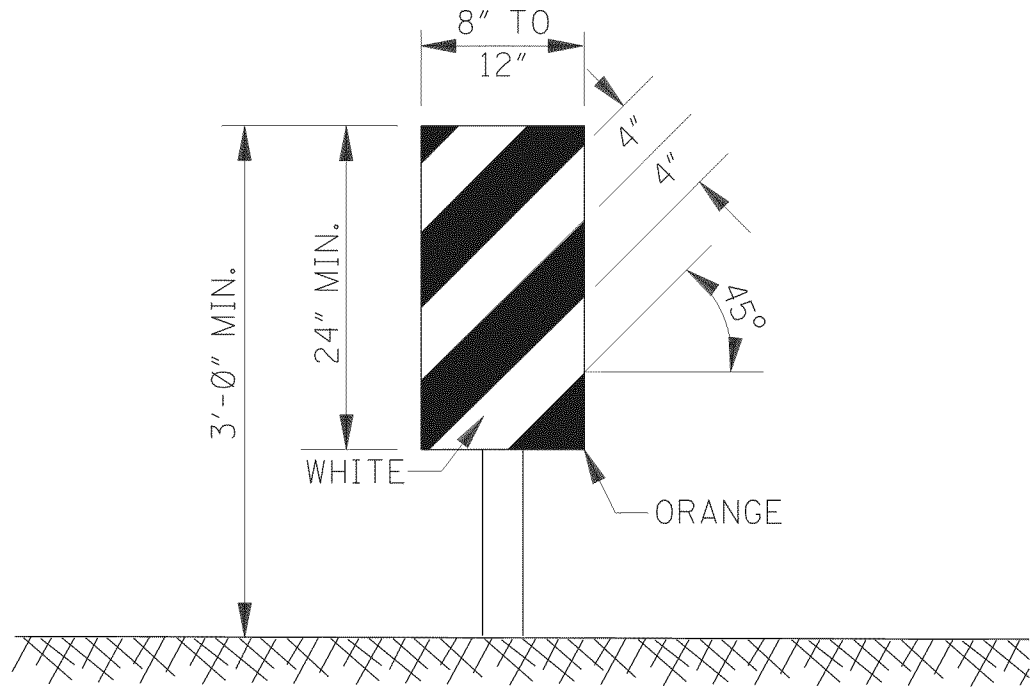
TYPE 3 OBJECT MARKER
(OM-3R)

BARRICADE CHARACTERISTICS

	I	II	III
WIDTH OF RAIL **	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.
LENGTH OF RAIL **	24" MIN.	24" MIN.	48" MIN.
WIDTH OF STRIPE *	6"	6"	6"
HEIGHT	36" MIN.	36" MIN.	60" MIN.
NUMBER OF REFLECTORIZED RAIL FACES	2 (ONE EACH DIRECTION)	4 (TWO EACH DIRECTION)	3 IF FACING TRAFFIC IN ONE DIRECTION 6 IF FACING TRAFFIC IN TWO DIRECTIONS
TYPE OF FRAME	LIGHT	LIGHT "A" FRAME	POST OR SKID

* 1. FOR RAILS LESS THAN 36" LONG, 4" WIDE STRIPES MAY BE USED.

** 2. BARRICADES INTENDED FOR USE ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH SPEED ROADWAYS, SHALL HAVE A MINIMUM OF 270 in² OF REFLECTIVE AREA FACING TRAFFIC.

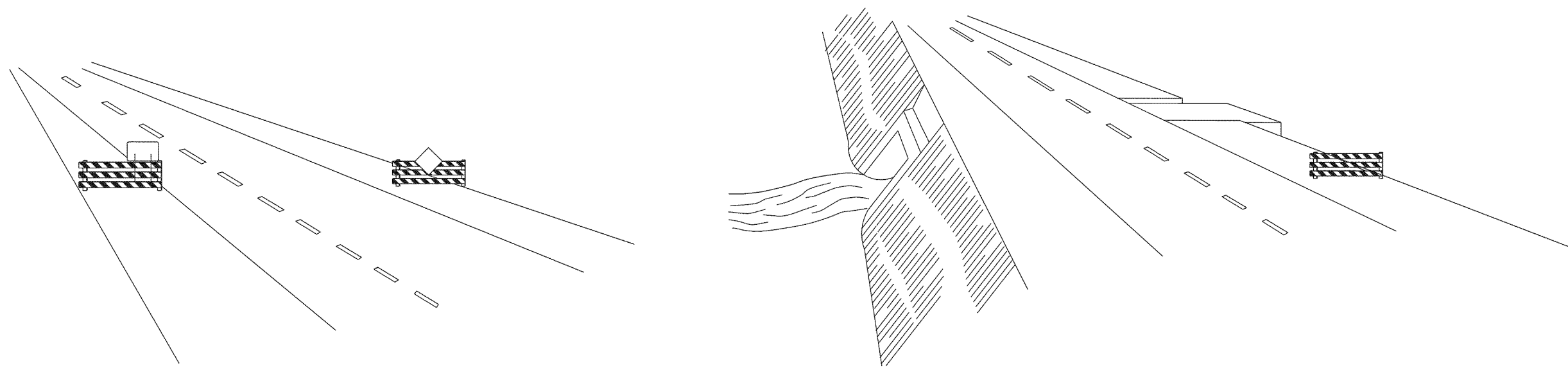


VERTICAL PANEL

1. VERTICAL PANELS CONSIST OF AT LEAST ONE PANEL 8" TO 12" IN WIDTH AND A MINIMUM OF 24" IN HEIGHT.
2. THE DIAGONAL STRIPES SHALL SLOPE DOWNWARD IN THE DIRECTION THAT TRAFFIC IS TO PASS THE PANEL. THE PANELS SHALL BE MOUNTED WITH THE TOP A MINIMUM OF 36" ABOVE THE ROADWAY ON A SINGLE LIGHTMASS POST.
3. VERTICAL PANELS USED ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH-SPEED ROADWAYS SHALL HAVE A MINIMUM OF 270 in² OF RETROREFLECTIVE AREA FACING TRAFFIC.
4. FOR TWO-WAY TRAFFIC OPERATIONS, BACK-TO-BACK PANELS SHALL BE USED.

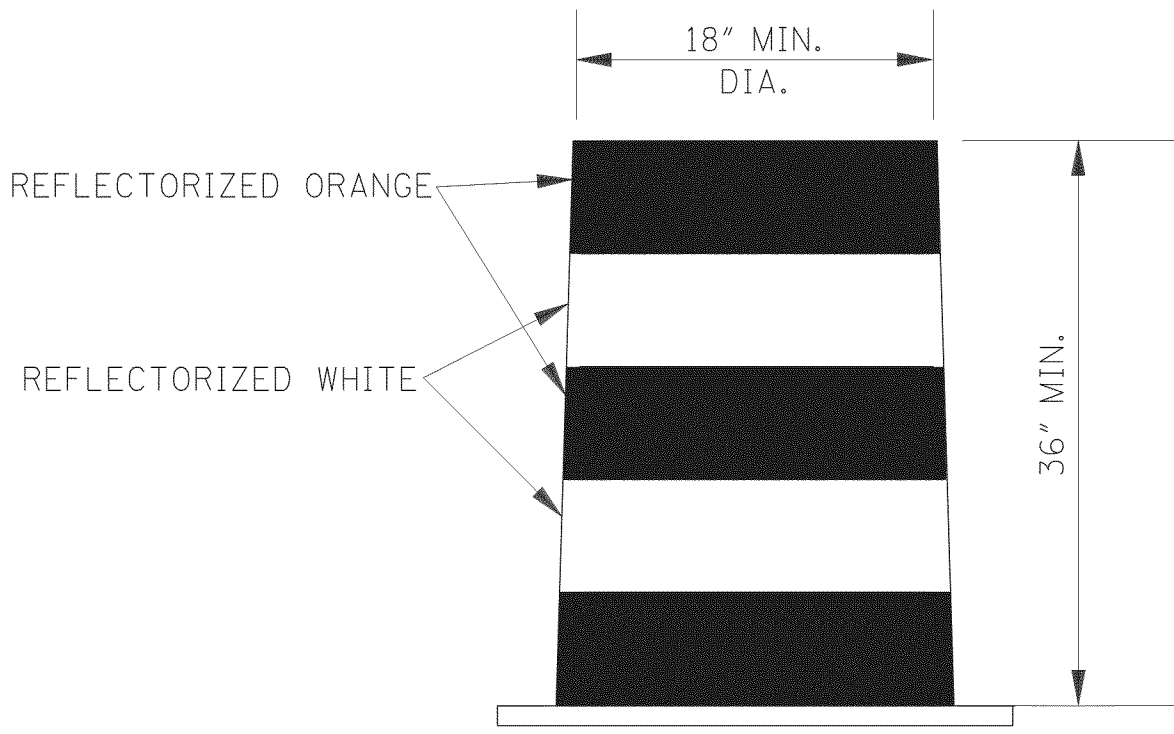
GENERAL NOTES:

1. MARKINGS ON ALL DEVICES SHOWN ON THIS SHEET SHALL BE HIGH INTENSITY REFLECTIVE SHEETING.
2. THE TRAFFIC CONTROL PLAN WILL LIST THE VARIOUS TRAFFIC CONTROL DEVICES REQUIRED FOR EACH PROJECT.



WING BARRICADES

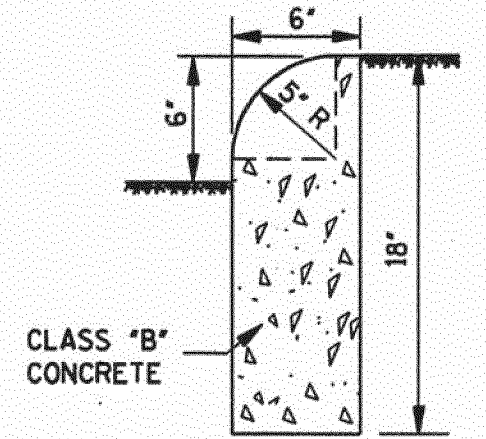
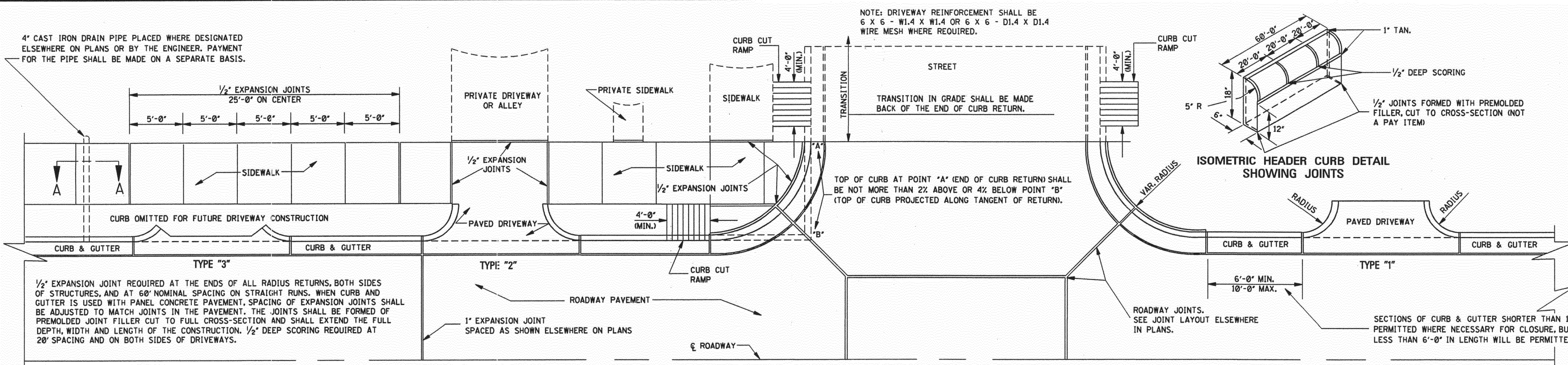
1. WING BARRICADES ARE TYPE III BARRICADES ERECTED ON THE SHOULDER ON ONE OR BOTH SIDES OF THE PAVEMENT TO GIVE THE SENSATION OF A NARROWING OR RESTRICTED ROADWAY. WING BARRICADES MAY BE USED AS A MOUNTING FOR THE ADVANCE WARNING SIGNS OR FLASHERS.
2. WING BARRICADES SHOULD BE USED:
A. IN ADVANCE OF A CONSTRUCTION PROJECT EVEN WHEN NO PART OF THE ROADWAY IS ACTUALLY CLOSED.
B. IN ADVANCE OF ALL BRIDGE OR CULVERT WIDENING OPERATIONS.



PLASTIC DRUM STRIPING DETAIL

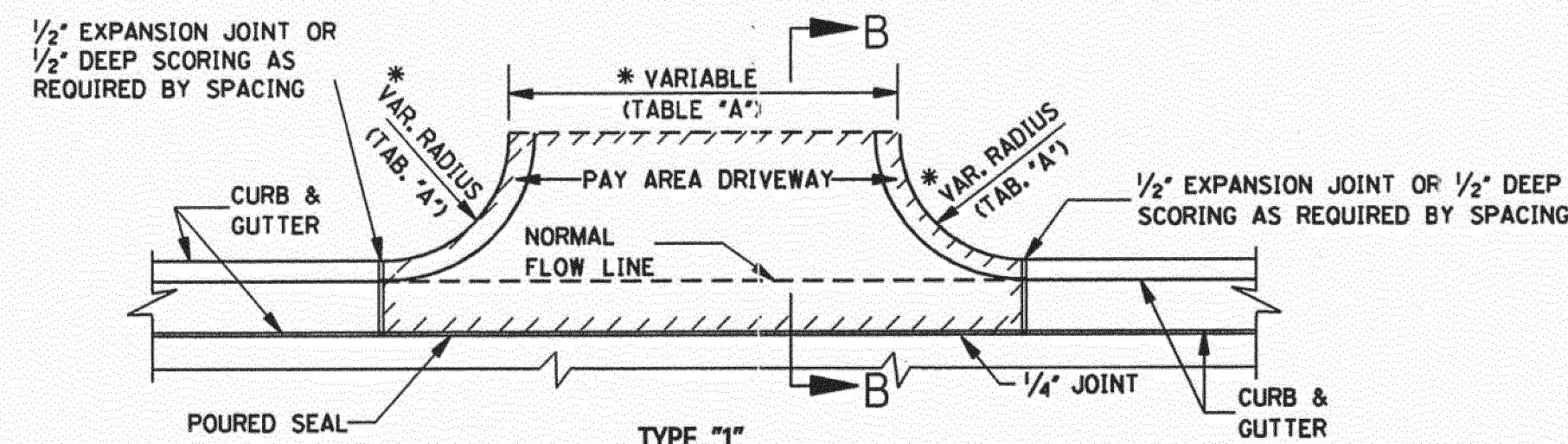
1. PLASTIC DRUMS SHALL BE ON END AND USED AS AN EXPEDIENT METHOD FOR TRAFFIC CHANNELIZATION. THE COLOR AND MARKING OF DRUMS SHALL BE CONSISTENT WITH MARKING STANDARDS FOR BARRICADE. THE PREDOMINANT COLOR ON DRUMS SHALL BE ORANGE WITH FOUR (4) REFLECTORIZED, HORIZONTAL, CIRCUMFERENTIAL STRIPES (2 ORANGE & 2 WHITE) 6" WIDE.
2. DRUMS SHOULD NEVER BE PLACED IN THE ROADWAY WITHOUT WARNING SIGNS.
3. WHERE PRACTICAL PLASTIC DRUMS SHALL BE PLACED NO CLOSER THAN 3'-0" FROM THE EDGE OF TRAVELED LANE.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION			
				REVISION	HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS			
				DATE	FILENAME: SDTCP-10_06012012.DGN			
				DESIGN TEAM	CHECKED	DATE	6/1/2012	
				WORKING NUMBER SDTCP-10				
				SHEET NUMBER				



DETAIL OF HEADER CURB
CONTRACTION JOINTS REQUIRED AT 20' O.C.
EXPANSION JOINTS REQUIRED AT 60' O.C.
UNLESS OTHERWISE DIRECTED BY ENGINEER.

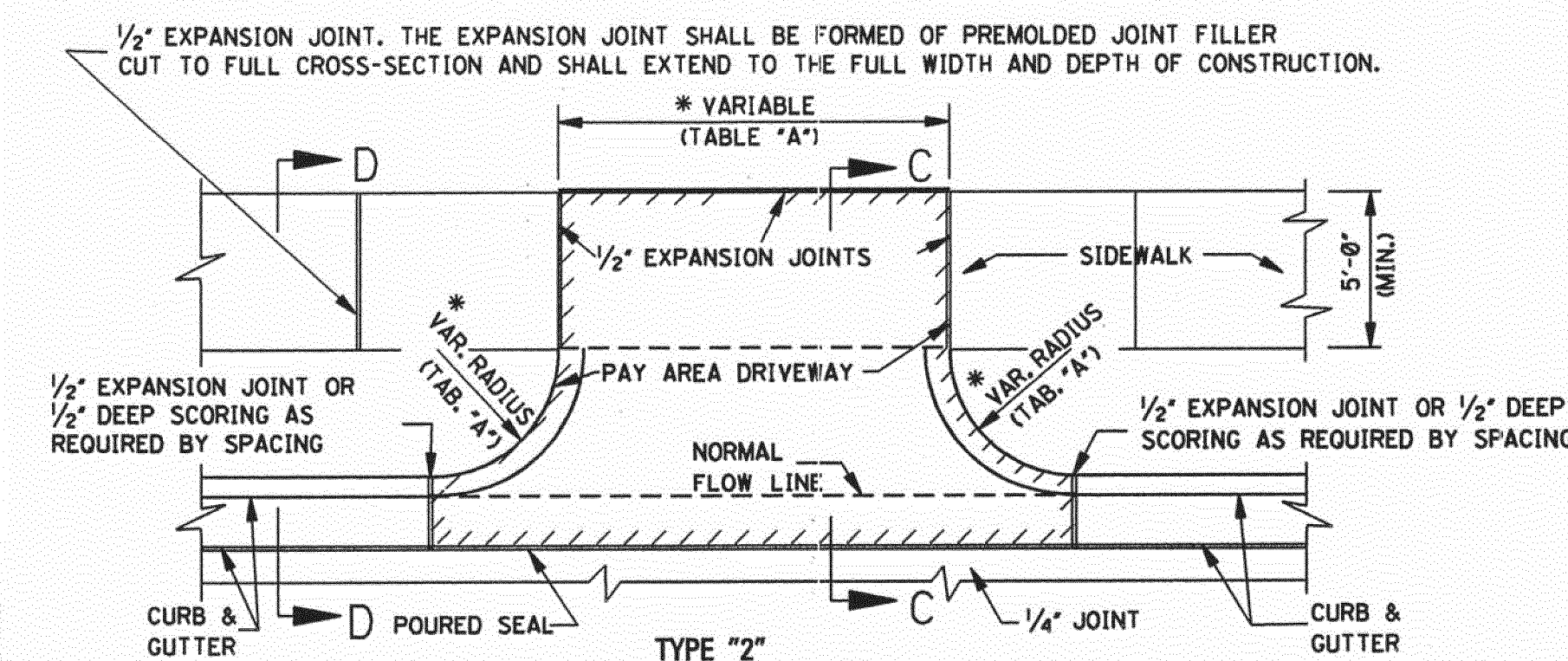
PLAN SHOWING ARRANGEMENT OF CURB & GUTTER, DRIVEWAYS AND SIDEWALK



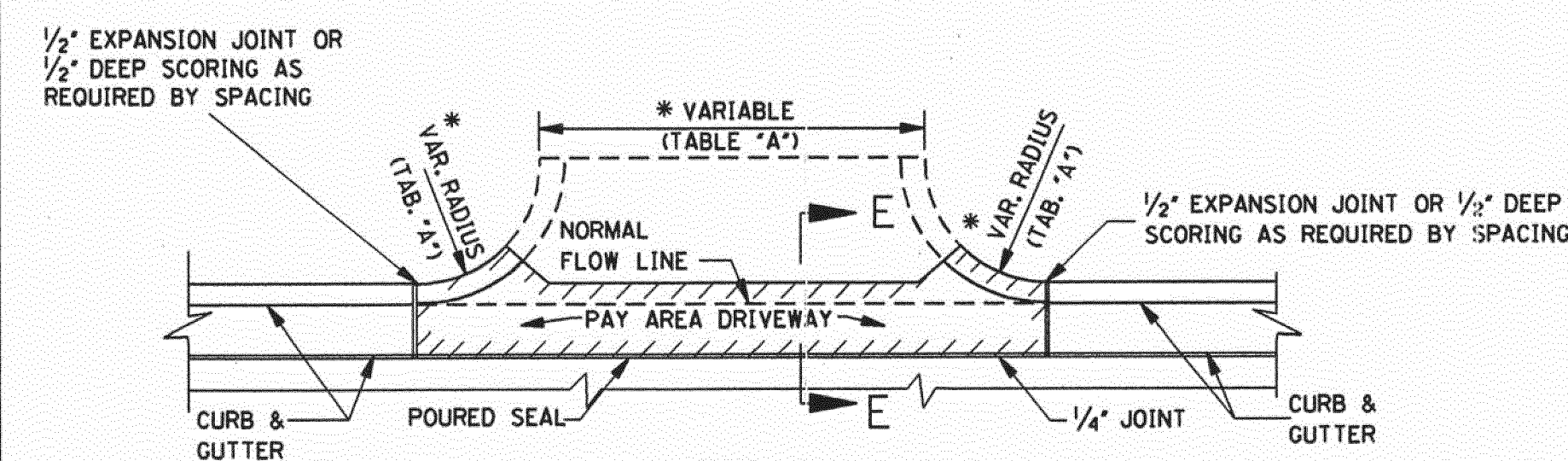
PLAN OF CONCRETE DRIVEWAY

11.058 yd² FOR DRIVEWAY 16'-0" IN WIDTH.
0.574 yd² FOR EACH ADDED OR SUBTRACTED
FOOT OF WIDTH.
NOTE: THIS DRIVEWAY AREA EXAMPLE IS
COMPUTED ON THE BASIS OF 3'-0" RADIUS.
PAYMENT FOR CURB RADIUS SHALL BE
INCLUDED IN COMPENSATION FOR DRIVEWAY.

*TABLE "A"		
DRIVEWAY TYPE	DRIVEWAY WIDTH (ft)	CURB RETURN RADIUS (ft)
RESIDENTIAL	16'	3' - 10'
COMMERCIAL/ INDUSTRIAL	30' - 50'	5' - 30'

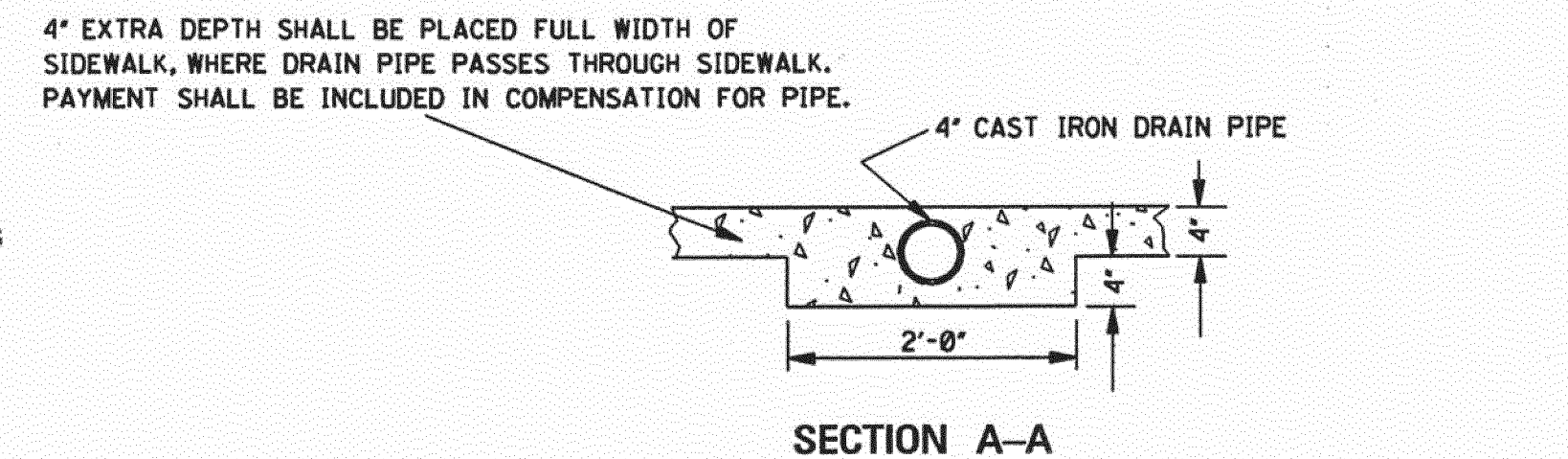


PLAN OF CONCRETE DRIVEWAY ACROSS SIDEWALK AREA

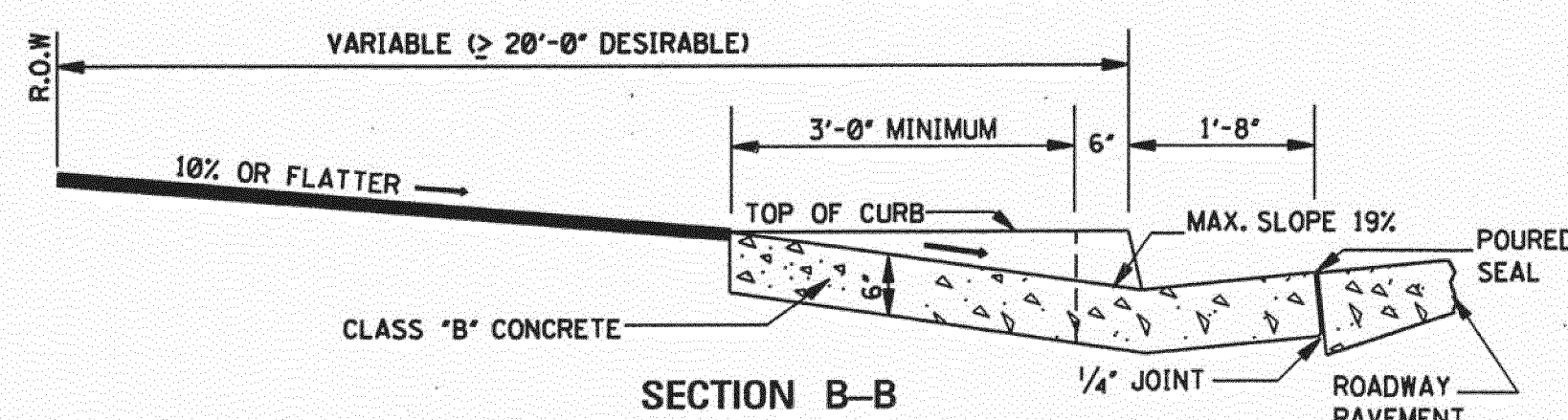


PLAN-CURB OMITTED FOR FUTURE DRIVEWAY CONSTRUCTION

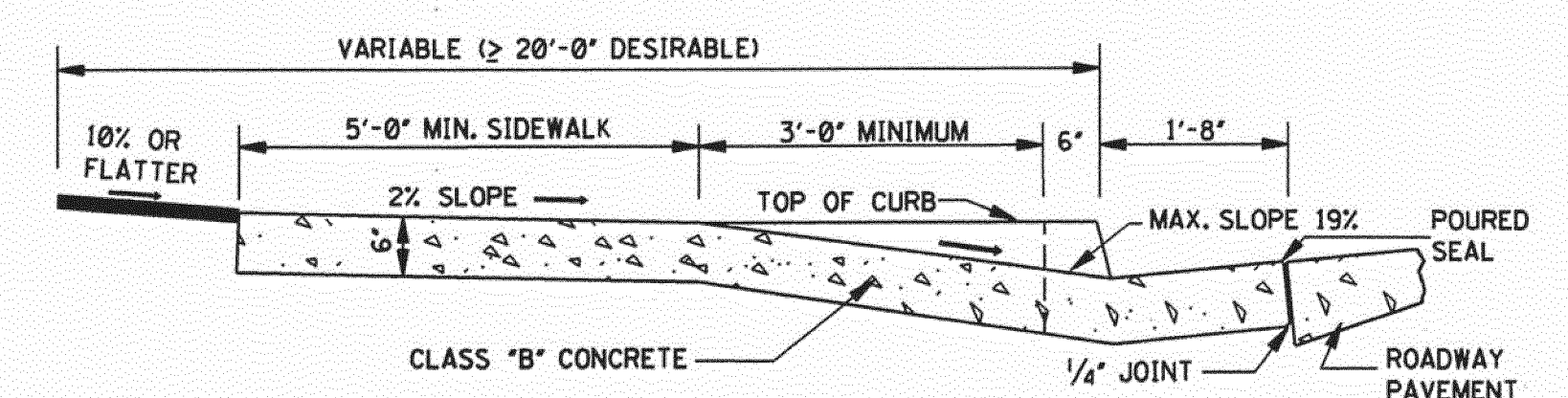
NOTE: THIS TYPE CONSTRUCTION SHALL BE USED WHERE DESIGNATED ELSEWHERE ON PLANS OR BY THE ENGINEER.



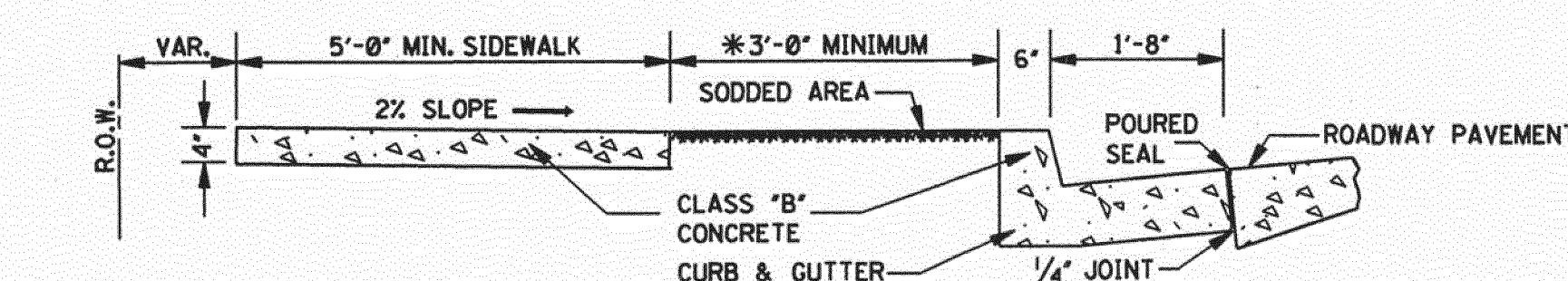
SECTION A-A



SECTION B-B

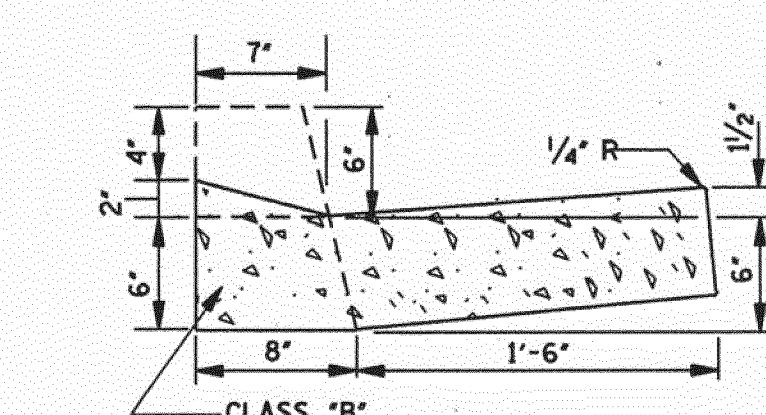


SECTION C-C

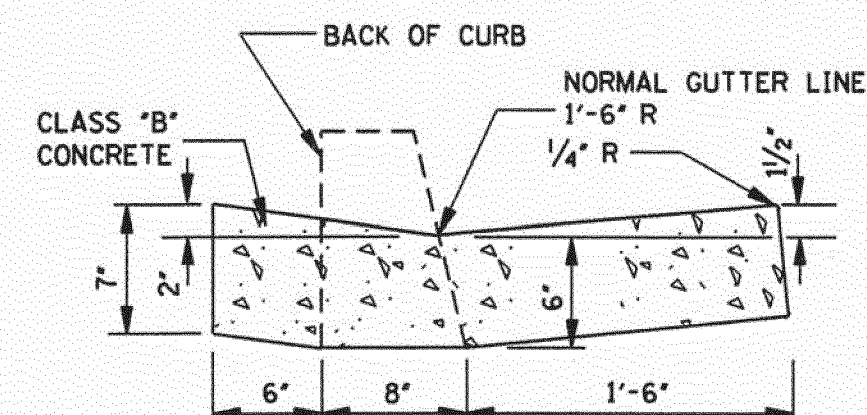


SECTION D-D

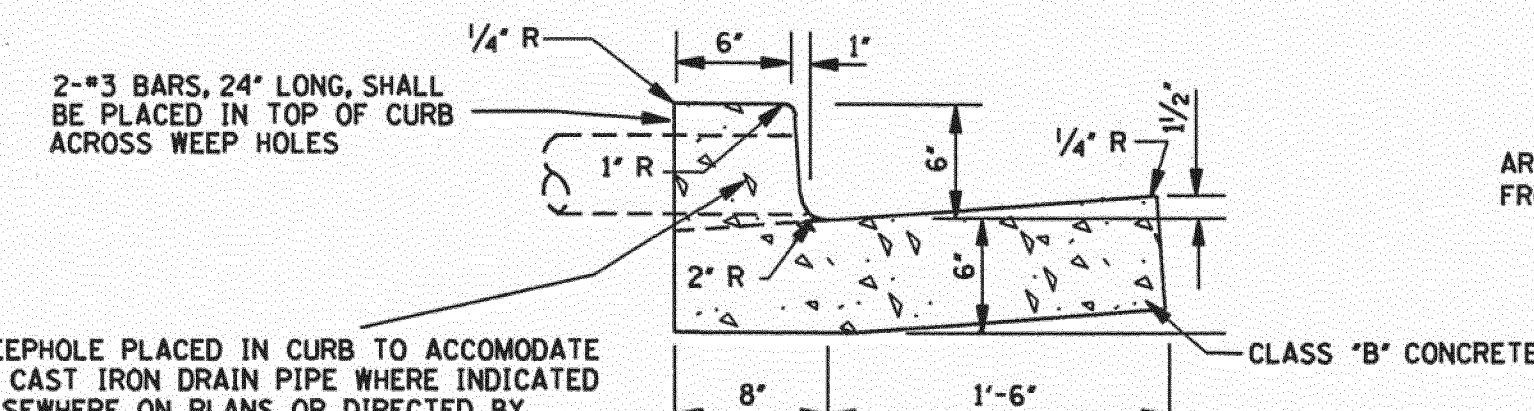
*NOTE: THE 3'-0" BUFFER SHOWN IS FOR A
BUFFER ZONE. BUFFER ZONE IS NOT REQUIRED
UNLESS INDICATED ELSEWHERE ON PLANS.



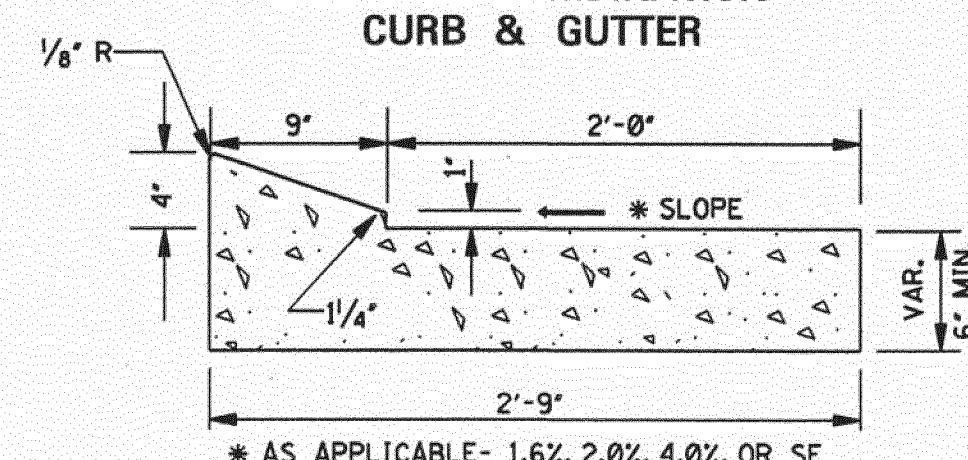
SECTION E-E



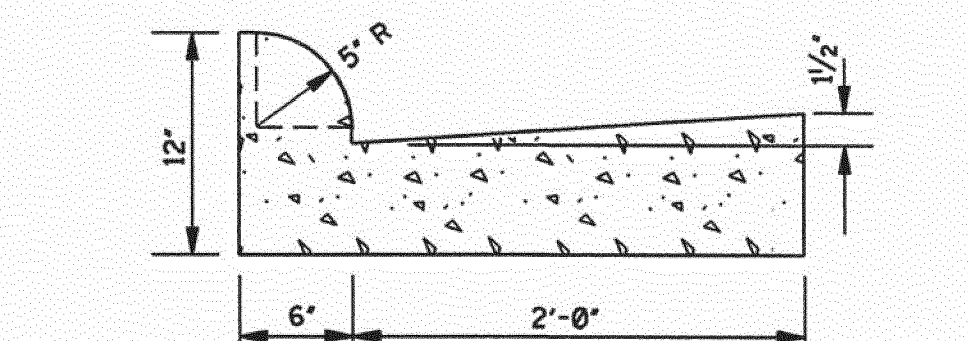
DETAIL OF VALLEY GUTTER



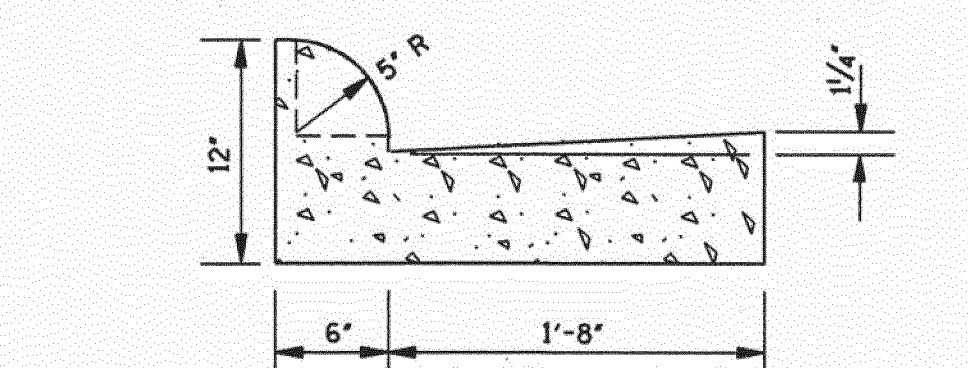
TYPE "1"
DETAIL OF COMBINATION
CURB & GUTTER



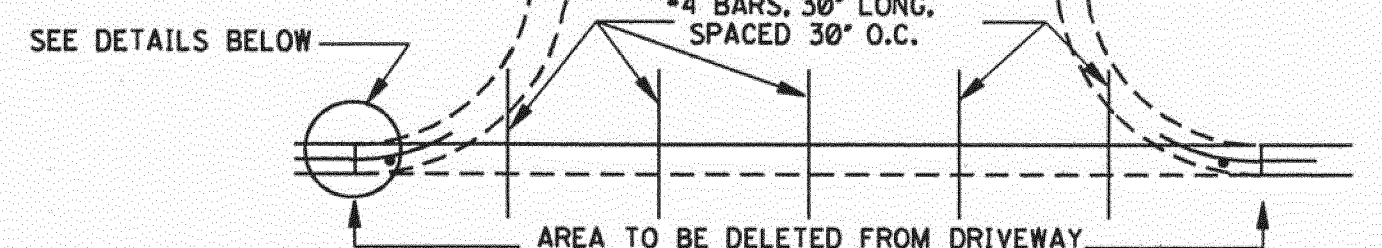
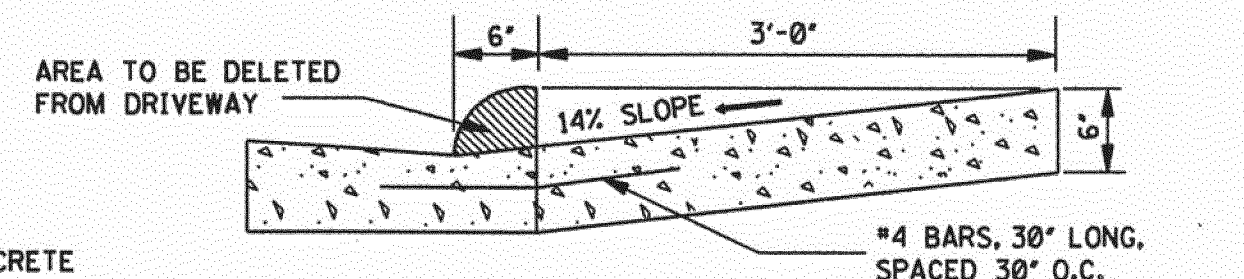
TYPE "2"
DETAIL OF COMBINATION
CURB & GUTTER



TYPE "3A"
DETAIL OF COMBINATION
CURB & GUTTER



TYPE "3B"
DETAIL OF COMBINATION
CURB & GUTTER

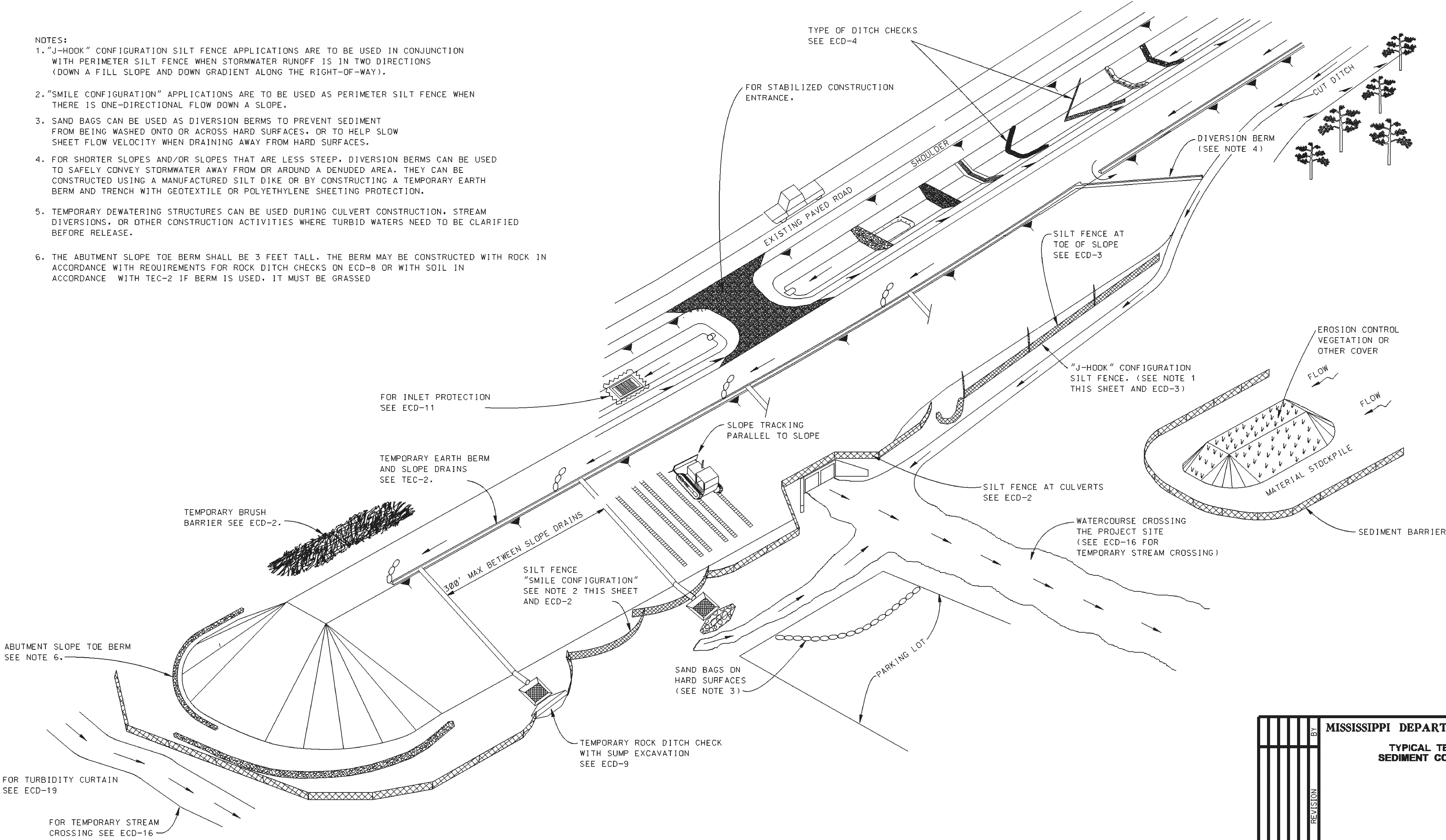


PERMISSIBLE DRIVEWAY CONSTRUCTION METHOD
FOR SLIP-FORM PLACEMENT OF CURB & GUTTER

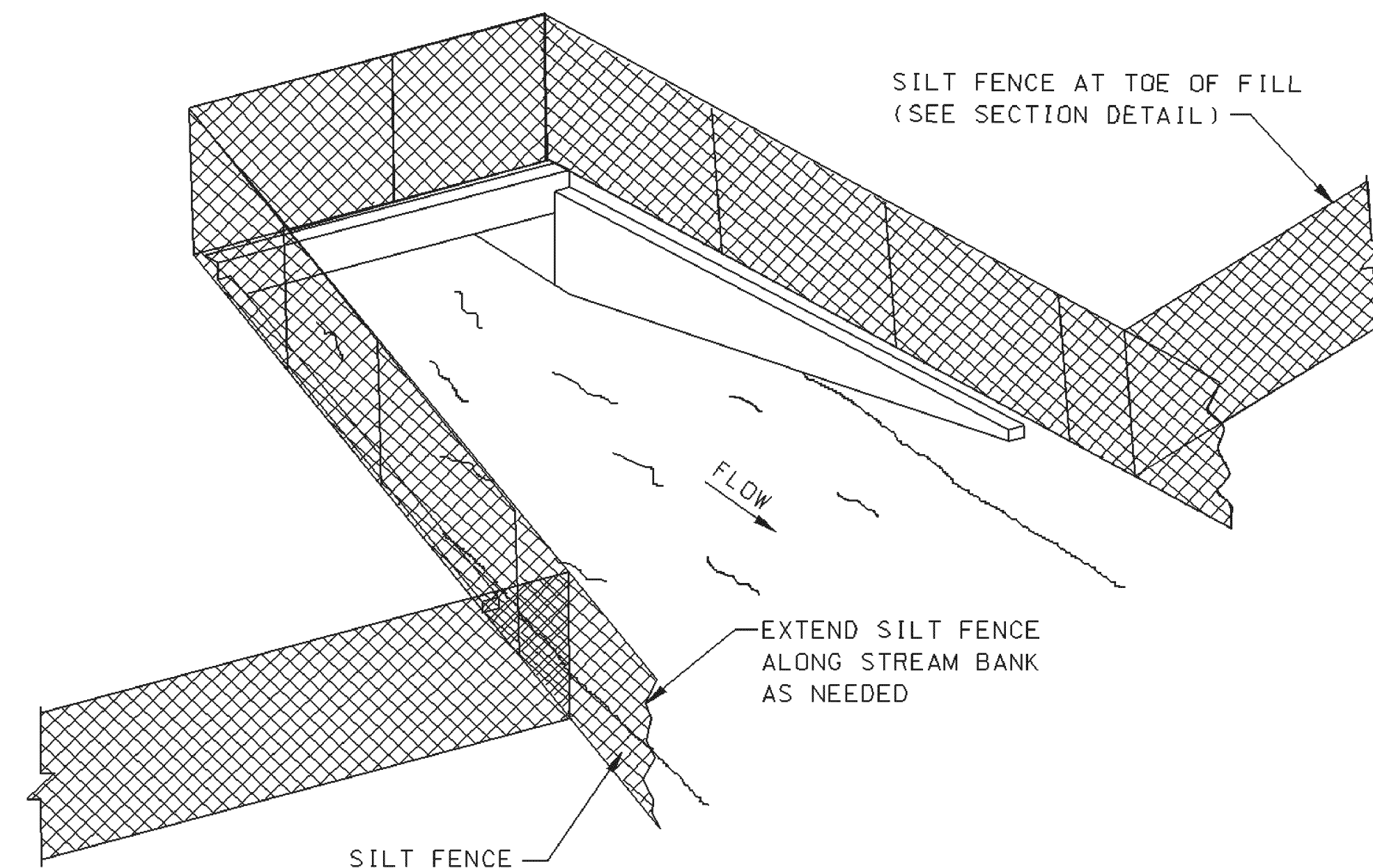
- GENERAL NOTES:**
1. THE STANDARD SPECIFICATIONS ADOPTED BY THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION SHALL, UNLESS OTHERWISE SPECIFIED HEREIN, APPLY TO ALL ITEMS INCLUDED ON THIS DRAWING.
 2. TRAVERSE CONTRACTION JOINTS ARE REQUIRED AT 20' ON CENTER FOR ALL CONCRETE DRIVEWAYS THAT EXTEND PAST THE END OF THE CURB RETURN. A 1/2" WIDE EXPANSION JOINT IS REQUIRED AT THE END OF THE CURB RETURN AND AT 60' ON CENTER THROUGHOUT THE LENGTH OF THE DRIVEWAY. A LONGITUDINAL CONTRACTION JOINT IS REQUIRED FOR ALL DRIVEWAYS EXCEEDING 20' IN WIDTH.
 3. SEE SHEET CCR-1 FOR DETAILS OF CURB-CUT RAMPS.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
DRIVEWAYS, CURB & GUTTER & SIDEWALK	
WORKING NUMBER SD-1	SHEET NUMBER 287
ISSUE DATE: OCTOBER 1, 1998	

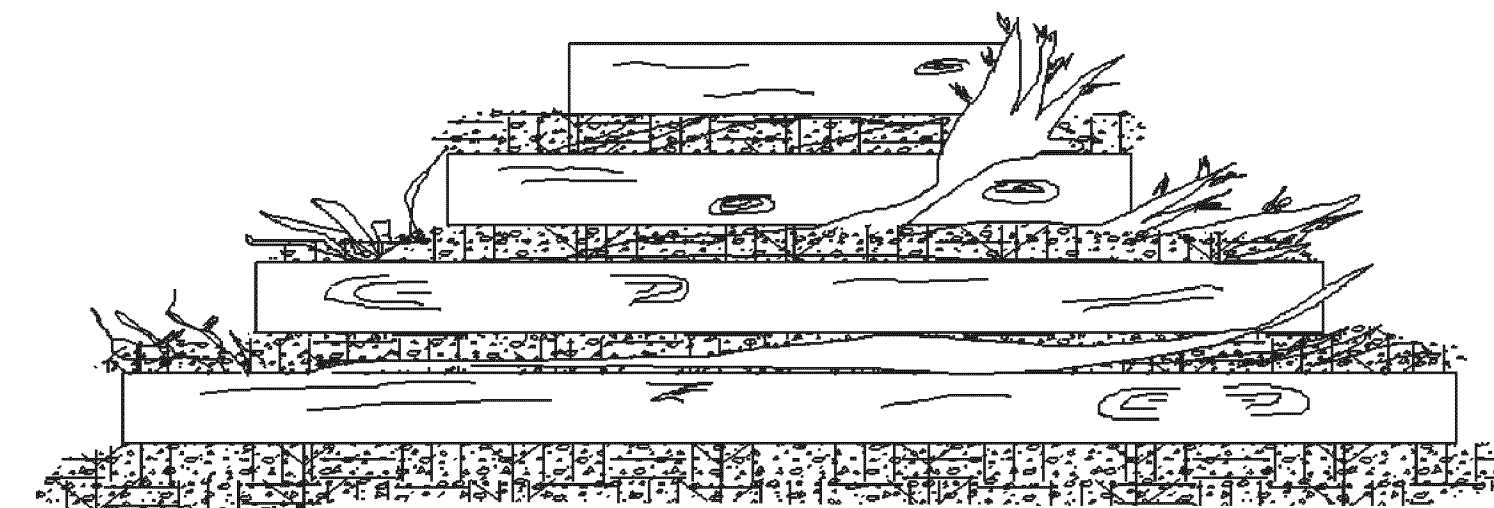
- NOTES:
1. "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS ARE TO BE USED IN CONJUNCTION WITH PERIMETER SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS (DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY).
 2. "SMILE CONFIGURATION" APPLICATIONS ARE TO BE USED AS PERIMETER SILT FENCE WHEN THERE IS ONE-DIRECTIONAL FLOW DOWN A SLOPE.
 3. SAND BAGS CAN BE USED AS DIVERSION BERMS TO PREVENT SEDIMENT FROM BEING WASHED ONTO OR ACROSS HARD SURFACES, OR TO HELP SLOW SHEET FLOW VELOCITY WHEN DRAINING AWAY FROM HARD SURFACES.
 4. FOR SHORTER SLOPES AND/OR SLOPES THAT ARE LESS STEEP, DIVERSION BERMS CAN BE USED TO SAFELY CONVEY STORMWATER AWAY FROM OR AROUND A DENUDED AREA. THEY CAN BE CONSTRUCTED USING A MANUFACTURED SILT DIKE OR BY CONSTRUCTING A TEMPORARY EARTH BERM AND TRENCH WITH GEOTEXTILE OR POLYETHYLENE SHEETING PROTECTION.
 5. TEMPORARY DEWATERING STRUCTURES CAN BE USED DURING CULVERT CONSTRUCTION, STREAM DIVERSIONS, OR OTHER CONSTRUCTION ACTIVITIES WHERE TURBID WATERS NEED TO BE CLARIFIED BEFORE RELEASE.
 6. THE ABUTMENT SLOPE TOE BERM SHALL BE 3 FEET TALL. THE BERM MAY BE CONSTRUCTED WITH ROCK IN ACCORDANCE WITH REQUIREMENTS FOR ROCK DITCH CHECKS ON ECD-8 OR WITH SOIL IN ACCORDANCE WITH TEC-2 IF BERM IS USED, IT MUST BE GRASSED



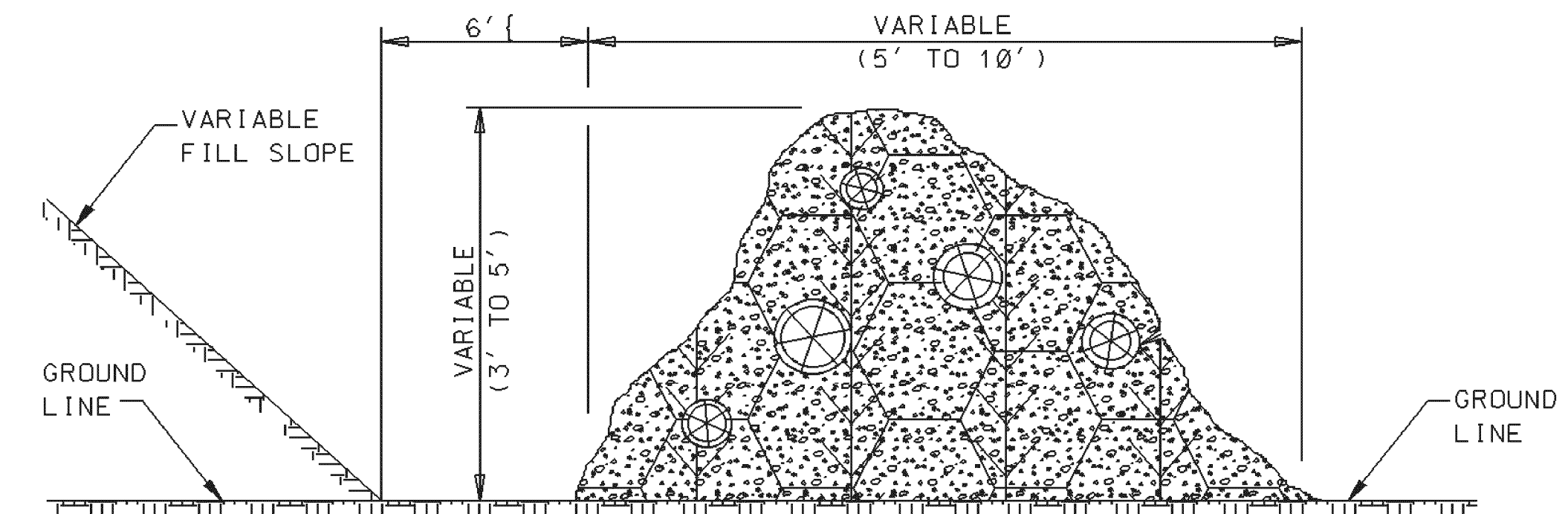
MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
TYPICAL TEMPORARY EROSION/ SEDIMENT CONTROL APPLICATIONS	
BY	WORKING NUMBER
REVISION	ECD-1
DATE	FILENAME: EROSION CONTROL\ECD-1.DGN
DESIGN TEAM	CHECKED
	DATE



SEDIMENT BARRIER AT CROSS DRAIN



FRONT ELEVATION

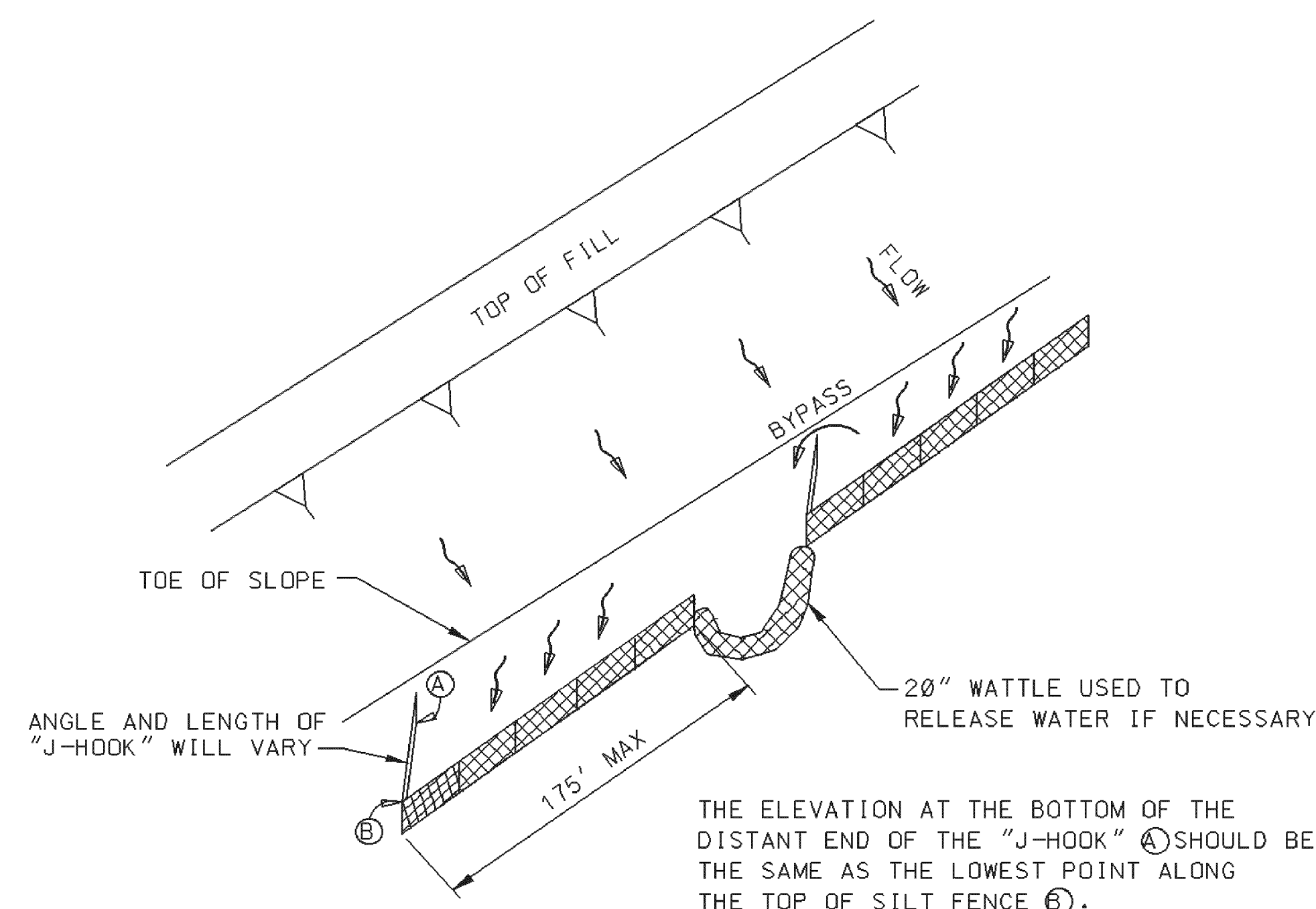


SIDE ELEVATION

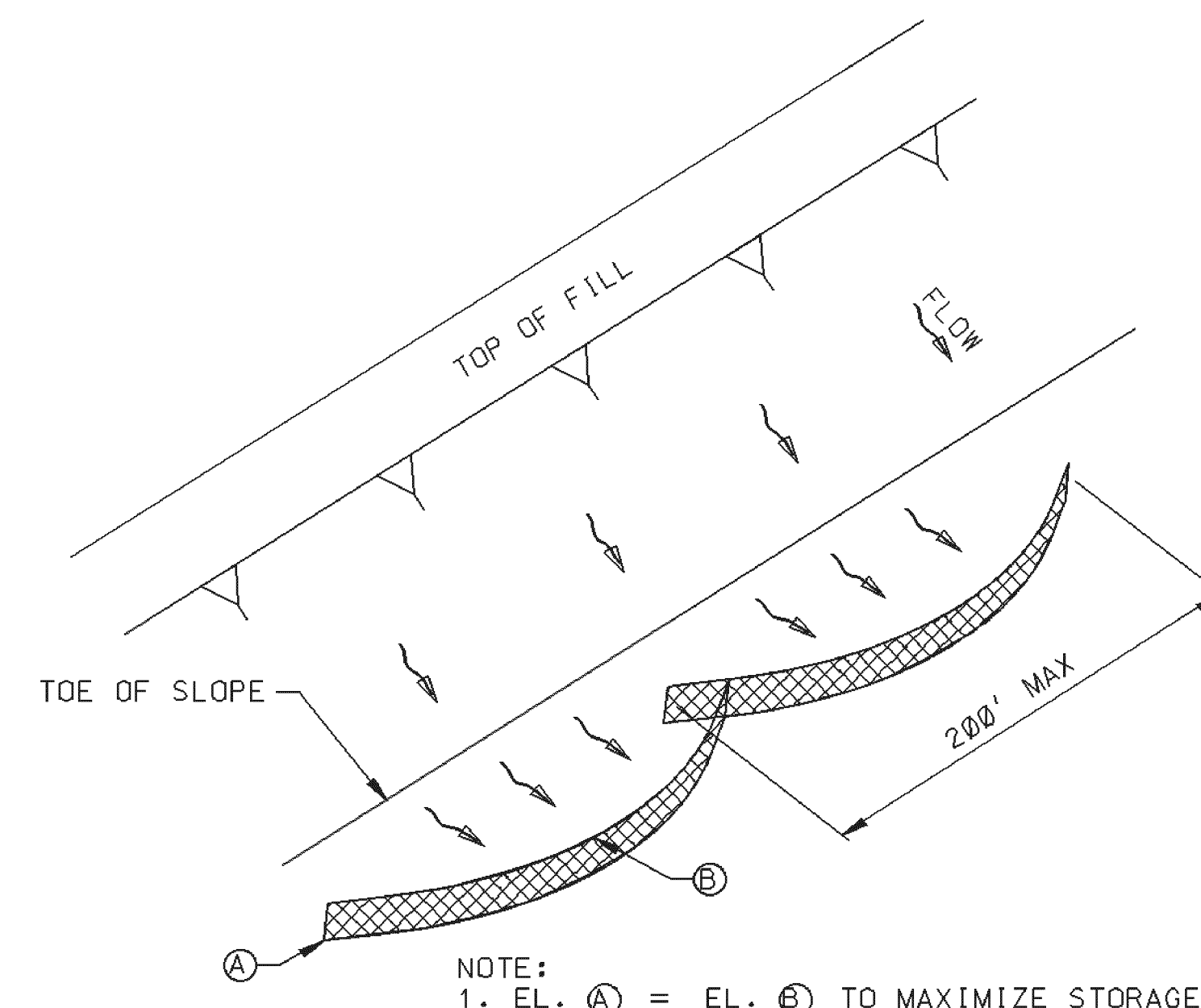
TEMPORARY BRUSH BARRIER

NOTES:

1. BRUSH BARRIER MAY BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
2. PLACE BRUSH, LOG AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TOP TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED OR PERMITTED BY THE ENGINEER.
3. TO ALLOW WATER TO SEEP THROUGH BRUSH BARRIER, INTERMINGLE THE BRUSH, LOG AND TREE LAPS SO AS NOT TO FORM A SOLID DAM.
4. THE BRUSH BARRIER MAY BE CHOKED WITH FILTER FABRIC.
5. TEMPORARY BRUSH BARRIER WILL NOT BE MEASURED FOR SEPERATE PAYMENT



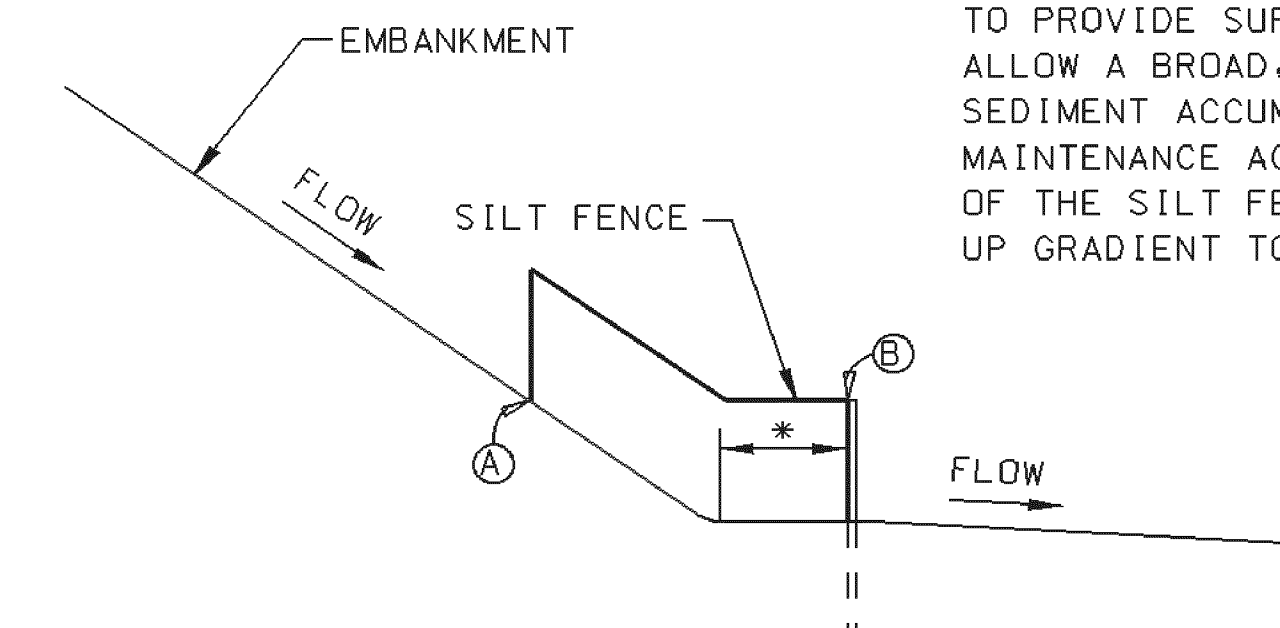
"J-HOOK" SILT FENCE APPLICATION



"SMILE-CONFIGURATION" SILT FENCE APPLICATION

NOTE:

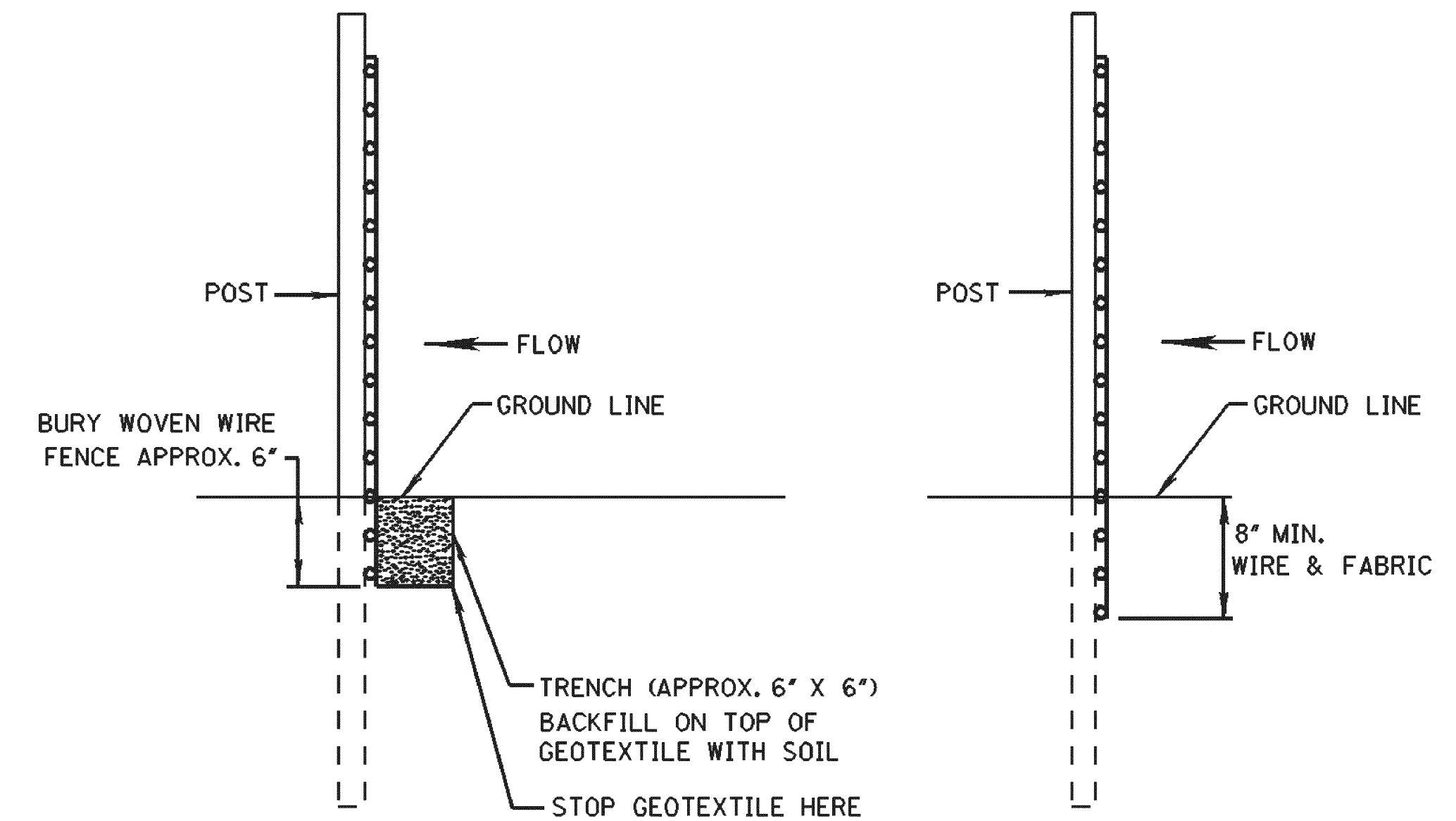
1. ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON ECD-3



SILT FENCE SECTION AT TOE OF FILL

- * SILT FENCE SHOULD BE LOCATED AWAY FROM THE TOE OF THE SLOPE TO PROVIDE SUFFICIENT SPACE TO ALLOW A BROAD, FLAT AREA FOR SEDIMENT ACCUMULATION AND MAINTENANCE ACTIVITIES. THE ENDS OF THE SILT FENCE SHOULD BE TURNED UP GRADIENT TO MAXIMIZE STORAGE.

BY		MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
REVISION		DETAILS OF SEDIMENT BARRIER APPLICATIONS	
DATE	DESIGN TEAM	FILENAME: EROSION CONTROL\ECD-2.DGN	WORKING NUMBER ECD-2
	CHECKED	DATE	SHEET NUMBER



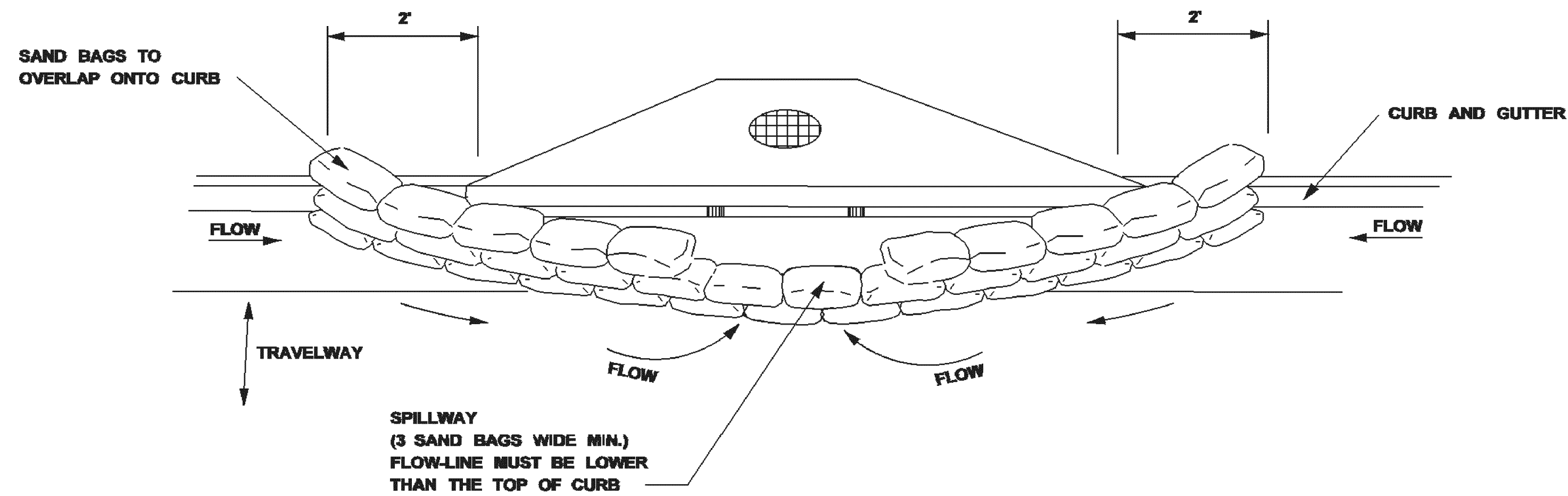
METHOD II

MECHANICAL INSTALLATION

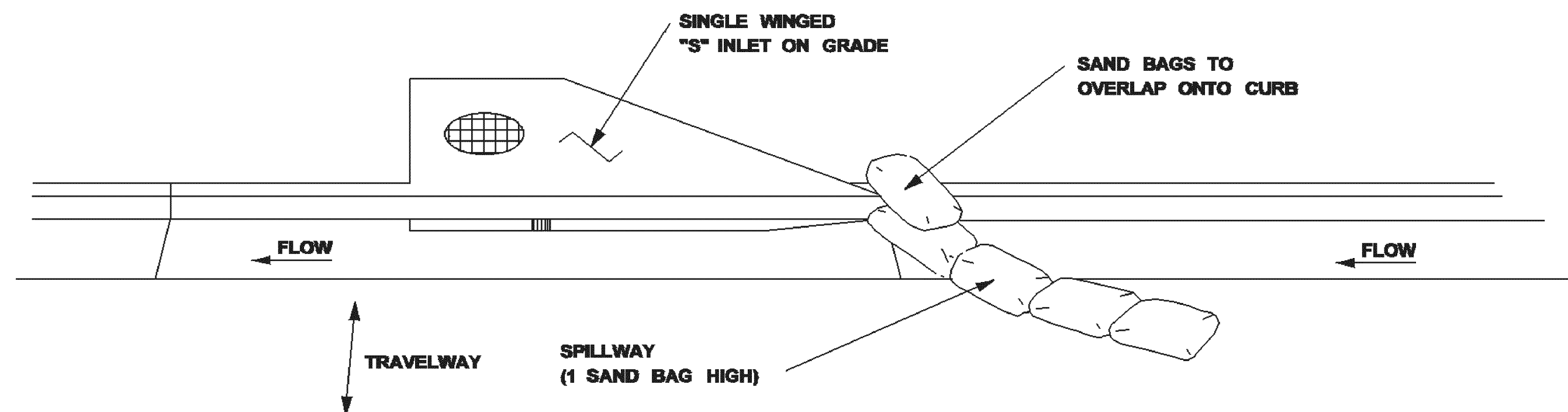
PLAN VIEW

REQUIRED LAPPING

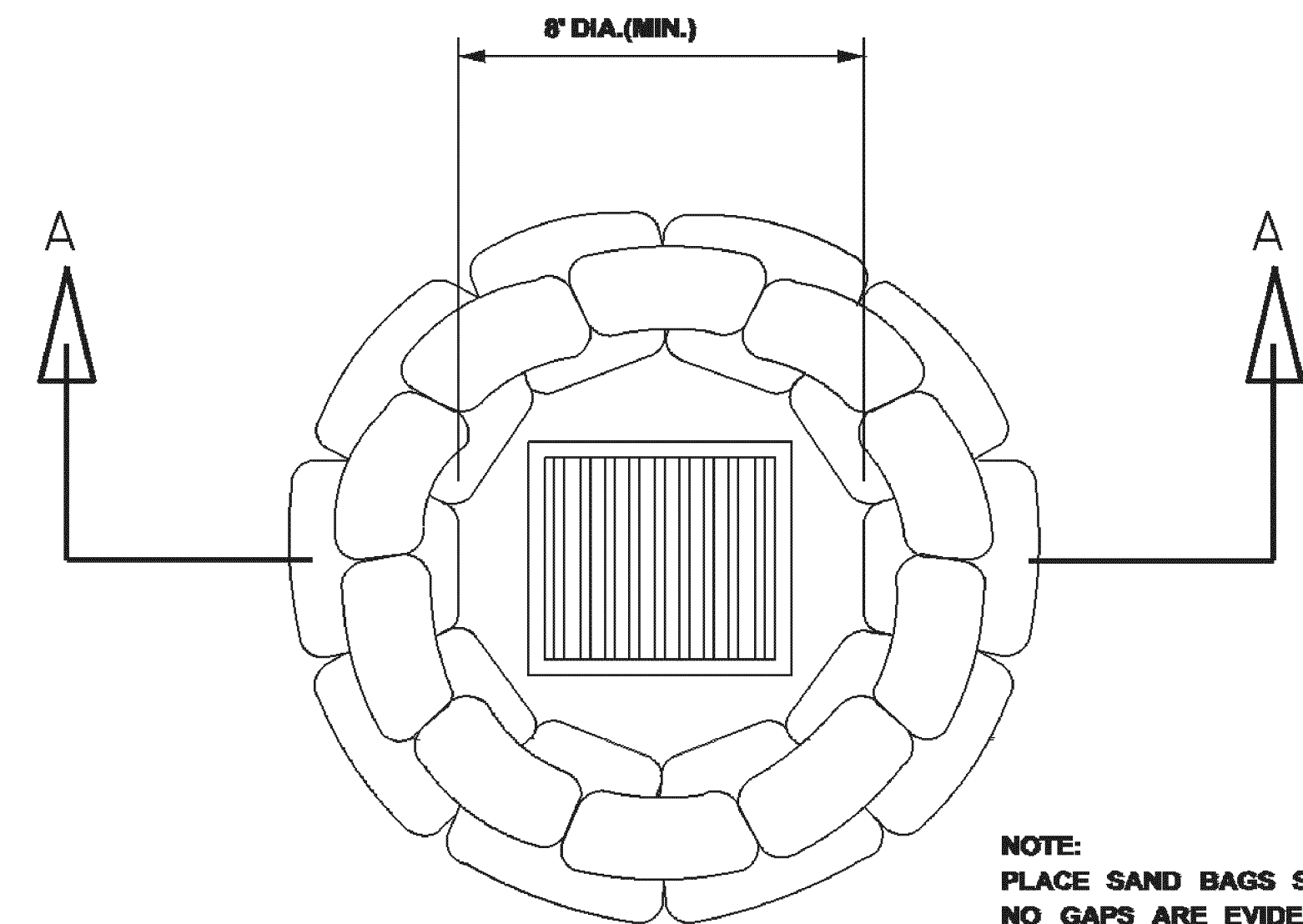




TYPICAL (SAND BAG) PROTECTION FOR INLET IN SAG

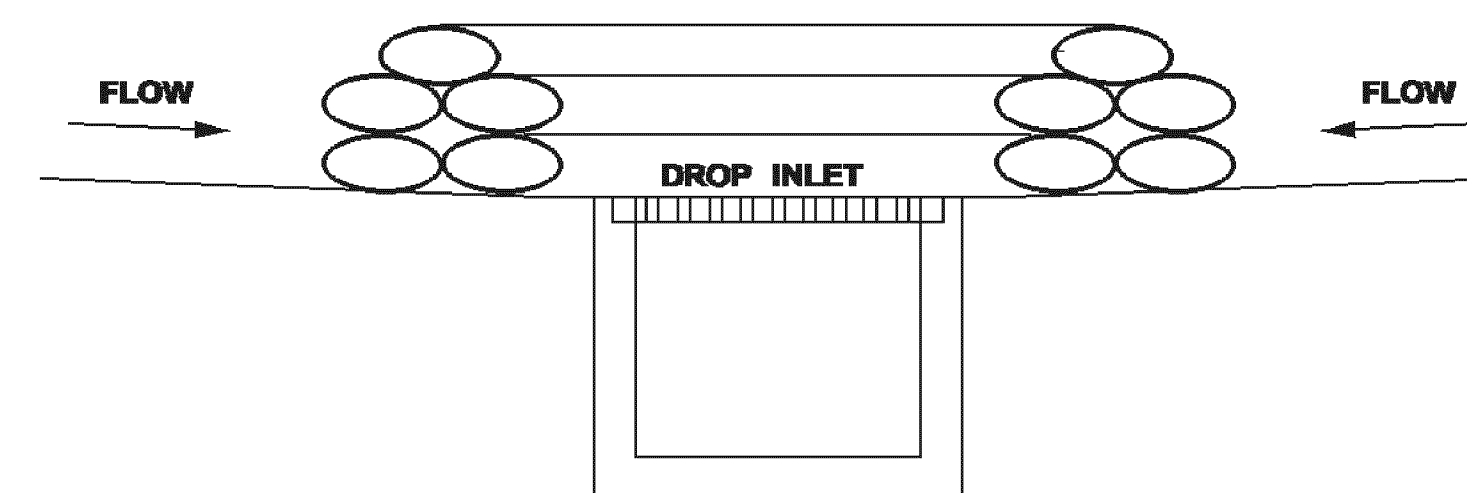


TYPICAL (SAND BAG) PROTECTION FOR INLET ON GRADE



DROP INLET
PLAN VIEW

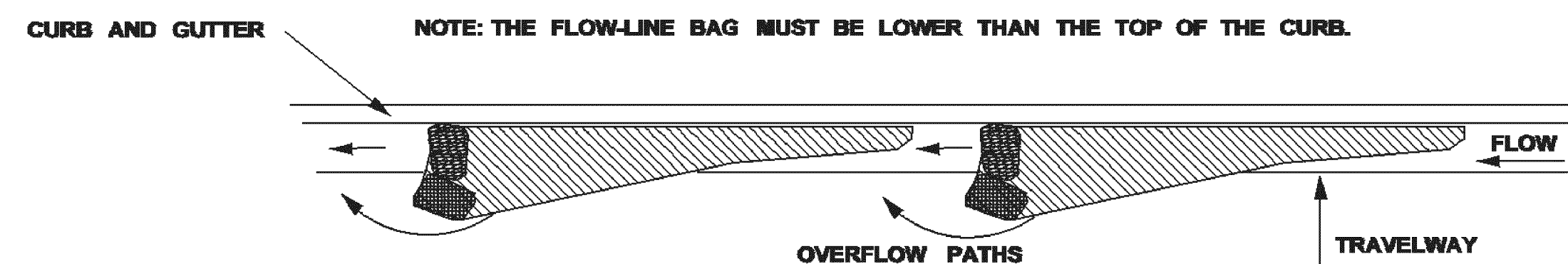
NOTE:
PLACE SAND BAGS SO THAT
NO GAPS ARE EVIDENT.
3 BAGS HIGH AND STAGGERED.
(80 BAGS MIN.)



SECTION A-A
SAND BAG BARRIER

CURB INLET PROTECTION NOTES:

1. THIS CURB INLET PROTECTION METHOD CAN BE USED DURING ANY STAGE OF BASE AND PAVEMENT CONSTRUCTION.
2. BAG HEIGHT AND NUMBER OF BAGS SHOULD BE BASED ON CURB HEIGHT AND USE OF TRAVELWAY.
3. SEDIMENT SHOULD BE CONTROLLED PRIOR TO ENTERING GUTTER. GUTTER CHECKS AND INLET PROTECTION ARE FOR SECONDARY CONTROL.
4. REMOVE ACCUMULATED SEDIMENT AFTER EVERY RAINFALL SWEEP SEDIMENT FROM HARD SURFACES AND DISPOSE OF APPROPRIATELY AWAY FROM INLETS AND/OR WATER BODIES.
5. IF DENUDED AREAS EXIST BEHIND THE INLET, A SEDIMENT BARRIER SHOULD BE INSTALLED AROUND IT'S PERIMETER TO CONTROL SEDIMENT.



CURB AND GUTTER SEDIMENT
CONTAINMENT SYSTEM

MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
INLET PROTECTION DETAILS OF SAND BAG	
WORKING NUMBER ECD-14	SHEET NUMBER
FILENAME: EROSION CONTROL/ECD-14.DGN	DATE
DESIGN TEAM	CHECKED DATE

SECTION 901 - ADVERTISEMENT FOR BIDS

**CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI**

NOTICE TO CONTRACTORS

**SAFE ROUTES TO SCHOOL
WOODLEY SIDEWALK PROJECT – FEDERAL-AID PROJECT NO.
SRSP 0210-00(024) LPA/106139-401000**

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, located at 200 Forrest Street, Hattiesburg, Mississippi 39401, until **10:00 a.m. local time, on Thursday, March 27, 2014** for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. All bids so received will be publicly opened and read aloud.

Work consists of constructing a 5' wide concrete sidewalk along 21st Avenue from Hardy Street to Quinn Street, along O'Ferral Street from 23rd Avenue to 21st Avenue, along Pearl Street from 21st Avenue to 22nd Avenue, and along O'Ferral Street from Woodley Elementary School to Patton Avenue.

The contract time is 60 consecutive calendar days.

The above general outline of features of the work does not in any way limit the responsibility of the contractor to perform all work and furnish all plant, labor, equipment and materials required by the specifications and the drawings referred to therein.

Plans, contract documents and special provisions and proposal forms are on file for public inspection in the office of the City of Hattiesburg, City Clerk's Office located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and in the office of Neel-Schaffer, Inc., Post Office Box 1487, Hattiesburg, MS 39403-1487 (704 Hardy Street, Telephone No. 601-545-1565). One copy of the contract documents and special provisions together with the contract plans may be procured from Neel-Schaffer, Inc. upon payment of \$100.00, none of which is refundable.

The attention of bidders is directed to the Special Provisions governing selection and employment of labor.

Minimum wage rates for Federal-Aid projects have been predetermined by the Secretary of Labor and are subject to Public Law 87-581 Work Hours Act of 1962, as set forth in the Special Provisions. Minimum wage rates for all other projects have been predetermined and set forth in advertised specifications.

The City of Hattiesburg hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The award of this contract will be contingent upon the Contractor satisfying the DBE/WBE requirements.

The *2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction*, adopted by the Mississippi Department of Transportation, as referred to herein, may be purchased from the Mississippi Department of Transportation.

Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the total bid price, payable to the City of Hattiesburg as bid security. Bidders shall also submit a current financial statement, if requested by the City. The successful bidder will be required to furnish a performance and payment bond in the amount of 100 percent of the contract amount. Both bonds shall be signed or countersigned by a Mississippi Resident Agent.

The proposal and contract documents in its entirety shall be submitted in a sealed envelope and deposited with the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi prior to the hour and date above designated.

The City of Hattiesburg reserves the right to reject any or all proposals, to waive technicalities or irregularities, or to advertise for new proposals, and the decision of the City of Hattiesburg to reject any bid or proposal shall not be cause for any liability or damages against the City of Hattiesburg, any officers or employees.

The bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 60 consecutive calendar days. The bidder must also agree to pay as liquidated damages the sum specified in the Standard Specifications per day for each calendar day after the 60 calendar days that work is not completed.

Work to be performed shall be in accordance with the "Mississippi State Highway Standard Specifications for Road and Bridge Construction, 2004", together with all amendments and/or special provisions and/or addenda to the standards duly approved and adopted, unless otherwise noted in these specifications.

The attention of Bidders is directed to the provisions of Subsection 102.07 pertaining to irregular proposals and rejection of bids.

City Clerk
City of Hattiesburg, Mississippi

Dates of Publication:

February 21, 2014

February 28, 2014

SECTION 901 - ADVERTISEMENT FOR BIDS

**CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI**

NOTICE TO CONTRACTORS

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WOODLEY SIDEWALK PROJECT – FEDERAL-AID PROJECT NO.
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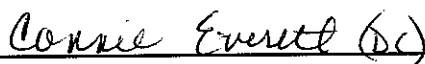
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City Clerk
City of Hattiesburg, Mississippi

Dates of Publication:

February 21, 2014

February 28, 2014



City of Hattiesburg, MS

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

Master

File Number: 2014-0914

File ID: 2014-0914

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/07/2014

Brief Title: Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 14 for the USA Yeast Wastewater Treatment Project.

Final Action: 02/18/2014

Minute Book Number: MB2014-50-51

Title:

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 14 for the USA Yeast Wastewater Treatment Project (CDBG #R-103-205-03-KED) in the amount of \$36,824.40.

Notes:

Sponsors:

Enactment Date:

Attachments: Request for Cash No 14, executed Request for Cash No 14

Enactment Number:

Contact:

Meeting Date: 02/18/2014

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	02/18/2014	Authorize				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 14 for the USA Yeast Wastewater Treatment Project (CDBG #R-103-205-03-KED) in the amount of \$36,824.40.							
Council member Carroll asked if this is a payment on the digester; Ms. Everett responded in the affirmative.							
Council President Bradley asked if May is still the date for hooking it up; Shea McNease responded in the affirmative and said the ribbon cutting is scheduled for November.							
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

TEL-No Vote: 0

Text of Legislative File 2014-0914

Title

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 14 for the USA Yeast Wastewater Treatment Project (CDBG #R-103-205-03-KED) in the amount of \$36,824.40.

Summary

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 14 for the USA Yeast Wastewater Treatment Project.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMO



DATE: January 27, 2014
TO: Honorable Johnny L. DuPree
City of Hattiesburg
FROM: Ann Frazier
Jimmy G. Gouras Urban Planning
RE: City of Hattiesburg
CDBG Project #R-103-205-03-KED
Wastewater Treatment/USA Yeast
Request for Cash and Summary Support Sheet

Enclosed please find the following invoices for the above referenced project:

1. Jimmy Gouras
Invoice number 9629 in the amount of \$5,583.33
For Administration expense
2. HRG
Invoice number 11003-01-13 in the amount of \$31,241.07
For Architect/Engineering expense

Also enclosed is "Request for Cash and Summary Support Sheet No. 14" in the amount of \$36,824.40 for payment of the above invoices.

Please have the above invoice and Request for Cash and the supporting documentation placed on your next agenda for approval. After its approval, the appropriate official should sign the "Request for Cash and Cash Summary Support Sheet No. 14" and return it along with the supporting documentation for processing to our office at the following address:

Debra Tompkins
Jimmy Gouras Urban Planning
3530 Manor Drive Suite 4
Vicksburg, MS 39180

If you have any questions, please do not hesitate to call me or Debra Tompkins at (601)638-7121.

REMINDER

From the date of deposit into your account you have only three (3) working days to distribute funds to avoid penalties from MDA.

**Mississippi Development Authority
REQUEST FOR CASH**

Section A: General Information			Bank Information			Section B: Project Information		
Applicant Name: City of Hattiesburg	Electronic Transfer	06530027	Grant No.	Contract No.	Request No.			
Mailing Address: P.O. Box 1898	Bank Account	4800186627	R-103-06	R-103-205-03-KED	14			
Street Address	Bank Name:	Trustmark National Bank	FOR MDA USE ONLY					
City, State ZIP: Hattiesburg, MS 39403-1898	Address	P.O. Box 1071						
Telephone No.: 601-554-1014	City, State ZIP	Hattiesburg, MS 39403-1071	Vendor No.					
Fax Number	Telephone No.	601-469-3663						
Email Address	Services Rendered		IDIS Voucher Number					
	From	To						
	September 1, 2013	October 31, 2013	Approval for Payment					

Section C: Request Per Activity				
Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance
1 Administration	\$ 90,000.00	\$ 40,916.65	\$ 5,583.33	\$ 43,500.02
2 Application Preparation	\$ 10,000.00	\$ 10,000.00		\$ -
3 Architect/Engineering	\$ 351,000.00	\$ 121,419.64	\$ 31,241.07	\$ 198,339.29
4 Evaporator Module Equipment	\$ 4,549,000.00	\$ 3,639,744.00		\$ 909,256.00
5				\$ -
6				\$ -
7				\$ -
8				\$ -
9				\$ -
10				\$ -
11				\$ -
Total:	\$ 5,000,000.00	\$ 3,812,080.29	\$ 36,824.40	\$ 1,151,095.31

I Herby Certify That (a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.

I Herby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time lister above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.

Signature of Authorized Official _____ Johnny DuPree, Mayor Typed Name and Title of Authorized Official	Date Signed _____ Debra Tompkins Prepared By 601-638-7121 Preparer's Telephone No.
---	--

1/27/2014
 Date Prepared

**Mississippi Development Authority
Cash Summary Support Sheet**

Page 1 of 2

Applicant : City of Hattiesburg Request No: 14 Grant Number: R-103-06
 Period Cost - Beginning September 1, 2013 Ending Date: October 31, 2013 Contract Number: R-103-205-03-KED

1. Activity: <u>Administration</u>				
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share
A. <u>Administration</u>	<u>Jimmy Gouras</u>	<u>9629</u>	<u>\$5,583.33</u>	<u>\$5,583.33</u>
B. _____	_____	_____	_____	<u>\$0.00</u>
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____
Subtotal:			<u>\$5,583.33</u>	<u>\$5,583.33</u>

2. Activity: <u>Architect/Engineering</u>				
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share
A. <u>Architect/Engineering</u>	<u>HRG</u>	<u>11003-01-13</u>	<u>\$31,241.07</u>	<u>\$31,241.07</u>
B. <u>Architect/Engineering</u>	_____	_____	_____	<u>\$0.00</u>
C. <u>Architect/Engineering</u>	_____	_____	_____	<u>\$0.00</u>
D. _____	_____	_____	_____	_____
Subtotal:			<u>\$31,241.07</u>	<u>\$31,241.07</u>

3. Activity: <u>Evaporator Module Equipment</u>				
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share
A. <u>Evaporator Module Equipment</u>	_____	_____	_____	<u>\$0.00</u>
B. <u>Evaporator Module Equipment</u>	_____	_____	_____	_____
C. <u>Evaporator Module Equipment</u>	_____	_____	_____	_____
D. <u>Evaporator Module Equipment</u>	_____	_____	_____	_____
Subtotal:			<u>\$ -</u>	<u>\$ -</u>

Applicant : City of Hattiesburg

Cash Summary Support Sheet

Request No:

14

Grant Number:

R-103-06

Page 2 of 2

Contract Number:

R-103-205-03-KED

4. Activity:

Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.					\$0.00
B.					
C.					
D.					
Subtotal:			\$0.00	\$0.00	\$0.00

5. Activity:

Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.					\$0.00
B.					\$0.00
C.					
D.					
Subtotal:			\$0.00	\$0.00	\$0.00

6. Activity:

Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.					\$0.00
B.					
C.					
D.					
Subtotal:			\$0.00	\$0.00	\$0.00

Cumulative Match Expended To Date:

\$1,990,176.00

GRAND TOTAL:

\$36,824.40 \$ - \$ 36,824.40

Cumulative Federal Expended To Date:

\$3,848,904.69

I hereby Certify That: a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; b) the amount requested will be expended for allowable costs/expenditures under the terms of the contract agreement or grant; c) the amount requested herein does not exceed the total funds obligated by contract; and d) the funds are requested for only immediate disbursements.

I hereby Certify that the goods sold and/or services rendered have been delivered and/or performed in good order and are in compliance with all statutory requirements and regulations.

Johnny DuPree, Mayor

Typed Name and Title of Authorized Official

Signature of Authorized Official

Mississippi Development Authority Consolidated Support Sheet

Applicant: City of Hattiesburg
Request for Cash Number: 14

Contract Number: R-103-205-03-KED
Total Amount Requested: \$ 36,824.40

Line Items	Amount Budgeted	Amount Requested to Date	Amount of This Request	Balance
Administration Engineering	\$ 90,000.00	\$ 40,916.65	\$ 5,583.33	\$ 43,500.02
Specific Line Items as Listed in the Budget:				
Application Preparation	\$ 10,000.00	\$ 10,000.00		-
Architect/Engineering	\$ 351,000.00	\$ 121,419.64	\$ 31,241.07	\$ 198,339.29
Evaporator module Equipment	\$ 4,549,000.00	\$ 3,639,744.00	\$ -	\$ 909,256.00
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
Total Budget	\$ 5,000,000.00	\$ 3,812,080.29	\$ 36,824.40	\$ 1,151,095.31

Total Funds Request to Date:

Amount of Other Funds Expended to Date:

CDBG Project Balance

Period of Projected Cash Needs - Beginning: September 1, 2013

Thru

October 31, 2013

\$	3,848,904.69
\$	\$1,990,176.00
\$	1,151,095.31

TODAY'S DATE		1/27/2014
CONTRACT BEGIN DATE		2/17/2012
(FROM CONTRACT)		
CONTRACT END DATE		6/30/2015
(FROM CONTRACT)		
CONTRACT EXTENSION (MONTHS)		
(ENTER # OF MONTHS OR %)		
FINAL CONTRACT COMPLETION DATE		6/30/2015
CONTRACT DURATION (MONTHS)		40.00
% OF CONTRACT PERIOD ELAPSED		55.36%
% OF CONTRACT PERIOD REMAINING		44.64%
TOTAL CONTRACT BUDGET		\$ 5,000,000.00
TOTAL AMOUNT SPENT TO DATE		\$ 3,848,904.69
% TOTAL CONTRACT BUDGET SPENT		76.98%
% CONTRACT BUDGET REMAINING		23.02%
CONSTRUCTION BUDGET AMOUNT		\$ 4,549,000.00
TOTAL CONSTRUCTION DOLLARS SPENT TO		\$ 3,639,744.00
% CONSTRUCTION BUDGET SPENT		80.01%
Enter number from Cash Request		
Enter number from Cash Request		



STATEMENT FOR SERVICES RENDERED

CITY OF HATTIESBURG

KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT

ECONOMIC DEVELOPMENT

PROJECT NO. R-103-205-03-KED

WASTEWATER TREATMENT/USA YEAST

November 30, 2013

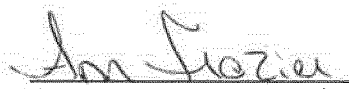
INVOICE #9629

Monthly Administrative Services Rendered Pertaining Project #R-103-205-03-KED.

Services rendered include overall coordination of project activities; Attending MDA/HUD monitoring visits, meetings, etc.; Maintaining financial records; Preparing the necessary documentation to request funds from MDA; and Providing all other services considered normal administrative services within the course of this Agreement

TOTAL DUE

\$ 5,583.33


Ann Frazier

OT



OR 151307

Page 1 of 2

December 18, 2013

Project No: HR.11003.001

Invoice No: 011003-01-13

City of Hattiesburg
Attn: Director of Engineering
PO Box 1898
Hattiesburg, MS 39403-1898

Project HR.11003.001 USA Yeast Pretreatment Facility

Professional Services from September 1, 2013 to October 31, 2013**Fee**

Total Fee	\$350,000.00	Total Earned	\$152,660.71
Percent Complete	43.62	Previous Fee Billing	\$121,419.64
		Current Fee Billing	\$31,241.07

Total Fee \$31,241.07**Total this Task Order \$31,241.07****The following items of work were completed:**

1. Coordination with City, MDA & Contractor
2. Site Inspection

Certification

I, the undersigned, do hereby certify that the above invoice reflects a true and accurate accounting of the records of HRG, LLC and that the amount has not been paid or previously invoiced.

By: Michael W. YoungTitle: Vice President

Federal Tax ID 45-2475863

(Please remit payment to: P. O. Box 22625, Jackson, MS 39225-2625) ✓

015695. 7220.51

MTB 2012-1/118-119

contract

ENTERED



December 18, 2013
 Project No: HR.11003.001
 Invoice No: 011003-01-13

City of Hattiesburg
 Attn: Director of Engineering
 PO Box 1898
 Hattiesburg, MS 39403-1898

Project HR.11003.001 USA Yeast Pretreatment Facility

Professional Services from September 1, 2013 to October 31, 2013

Labor for Neel-Schaffer, Inc.

Jennifer Nobles – Admin Svc Manager	1.5 hours @ \$63.80	\$95.70
Charles Pittman – Project Engineer	84.5 hours @ \$144.30	\$12,193.35
Michelle Gill – Engineer Intern II	32.5 hours @ \$77.14	\$2,507.05
Nathan Husman – Engineer Manager	8.5 hours @ \$158.92	\$1,350.82
Total N-S labor		\$16,146.92

Labor for SD&W, Inc.

Kyle Wallace – Project Engineer	31.5 hours @ \$139.43	\$4,392.05
Shea McNease – Project Engineer	30.0 hours @ \$139.43	\$4,182.90
Gerald McLendon – Inspector / Inspector	11.0 hours @ \$46.40	\$510.40
Michael Phillips – Inspector / Inspector	35.0 hours @ \$58.00	\$2,030.00
William Triangle – Inspector / Inspector	49.0 hours @ \$81.20	\$3,978.80
Total SD&W, Inc. labor		\$31,241.07

Total this Invoice \$31,241.07

Billing Limits	Current	Prior	To-Date
Total Billings	\$31,241.07	\$121,419.64	\$152,660.71
Contract Amount			\$350,000.00
Fee Remaining			\$197,339.29

Federal Tax ID 45-2475863

(Please remit payment to: P. O. Box 22625, Jackson, MS 39225-2625)



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1888
Hattiesburg, MS 39401

Master

File Number: 2012-0711

File ID: 2012-0711

Type: Regular Agenda Item

Status: ATS Review

Version: 1

Reference:

In Control: City Council

File Created: 04/10/2012

Brief Title: Professional Services Agreement with Hattiesburg Resource Group (HRG) for the USA Yeast Company, LLC wastewater treatment equipment installation.

Final Action:

Title:

Accept Agreement for Professional Services between the City of Hattiesburg and Hattiesburg Resource Group, LLC to provide engineering services for the project related to the installation of wastewater treatment equipment at USA Yeast Company, LLC, and authorize Mayor to execute four (4) copies of said agreement.

Notes:

Sponsors:

Enactment Date:

Attachments: HRG Prof Svcs Agreement

Enactment Number:

Contact:

Meeting Date: 04/17/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
---------------	--------------	-------	---------	----------	-----------	-----------------	---------

Text of Legislative File 2012-0711

Title

Accept Agreement for Professional Services between the City of Hattiesburg and Hattiesburg Resource Group, LLC to provide engineering services for the project related to the installation of wastewater treatment equipment at USA Yeast Company, LLC, and authorize Mayor to execute four (4) copies of said agreement.

Summary

Accept Agreement for Professional Services between the City of Hattiesburg and Hattiesburg Resource Group, LLC to provide engineering services for the project related to the installation of wastewater treatment equipment at USA Yeast Company, LLC, and authorize Mayor to execute four (4) copies of said agreement.

Handwritten signature and initials: NCA-2nd

Budget Information

Expenditure Type

Regular Budget Item

Purchasing Item

Regular Purchase

Publication Information

USA *Veast***Check Number 235493****Front Image**

THIS CHECK IS VOID WITHOUT A PURPLE & BLUE BORDER AND BACKGROUND PLUS A MICRANT & FINGERPRINT WATERMARK ON THE BACK. HOLD AT ANGLE TO VIEW

STATE OF MISSISSIPPI, CITY OF HATTIESBURG		88-127/842	NO. 00235493
(MAYOR-COUNCIL)		BANCOMPSOUTH	
PO BOX 1898		HATTIESBURG, MISSISSIPPI	
HATTIESBURG, MS 39403			



91150	DATE 12/31/13	AMOUNT \$****31,241.07
-------	------------------	---------------------------

PAY THIRTY ONE THOUSAND TWO HUNDRED FORTY ONE AND 07/100 *****

TO	HRG								
THE	PO BOX 22625								
ORDER	JACKSON MS 39225-2625								
OF									

Johnny L. Dufree
 MAYOR

Connie Everts
 CITY CLERK

⑈00235493⑈ ⑆084206278⑆72606610⑈

Back Image

20140110124310508348 04 1338

Regions Bank >062000019<

 20140110124310508348 04 1338
 Regions Bank >062000019<

RECEIVED
 JAN 17 2014
 BY:

Back

RECEIVED
 JAN 17 2014
 BY:

BY:

STATE OF MISSISSIPPI, CITY OF HATTIESBURG
(MAYOR-COUNCIL)
PO BOX 1898
HATTIESBURG, MS 39403

Stub 1 of 1
Check Date: 12/31/13

NO. 00235493

INVOICE NO.	DATE	PURCHASE ORDER	FUND	CLAIM NO.	AMOUNT PAID
011003-01-13	12/18/13	00139067	00075	13000034	31,241.07
					31,241.07

91150 HRG (HATTIESBURG RESOURCE

THIS CHECK IS VOID WITHOUT A PURPLE & BLUE BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

STATE OF MISSISSIPPI, CITY OF HATTIESBURG

(MAYOR-COUNCIL)
PO BOX 1898
HATTIESBURG, MS 39403



85-127/842

BANCORPSOUTH
HATTIESBURG, MISSISSIPPI

NO. 00235493

91150 DATE 12/31/13 AMOUNT \$*****31,241.07

PAY THIRTY ONE THOUSAND TWO HUNDRED FORTY ONE AND 07/100 *****

TO HRG
THE PO BOX 22625
ORDER JACKSON MS 39225-2625
OF

Johnny L. DeLoe MAYOR
Corrie Everett CITY CLERK

⑈00235493⑈ ⑆084201278⑆72106610⑈

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASER ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

VENDOR MAILING:
HRG
PO BOX 22625
JACKSON MS 39225-2625

WAITTS, SHARON
MINUTE BOOK # 2012-1/118-119
STATE CONTRACT# 00091150
VENDOR # 00091150

SHIP TO:
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

Page 1
Date 12/20/13
PO No. 139067
Req No. 151807

PROJECT LINE: USA YEAST PRETREATMENT FACILITY

Account #

Description

QTY

UM

UNIT COST

TOTAL COST

075695.7220.51

PROFESSIONAL SVCS

1.00

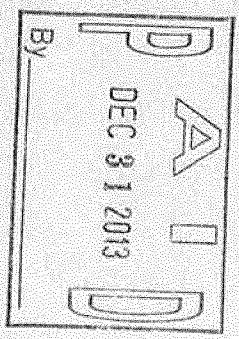
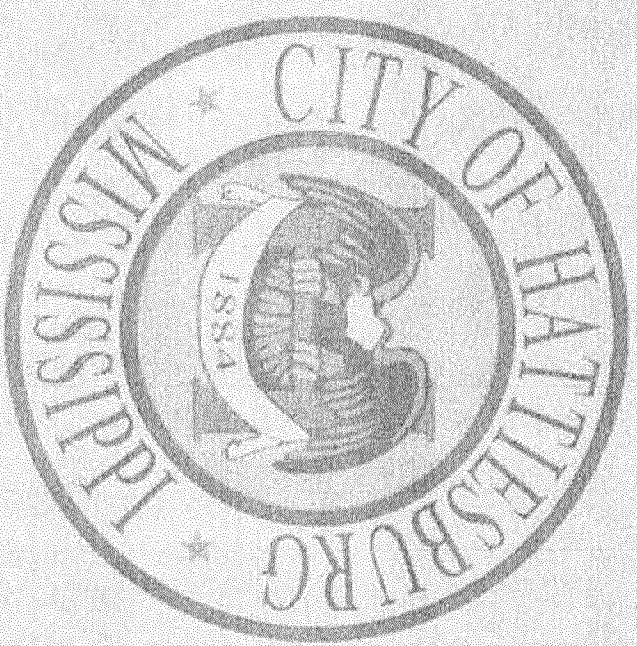
EA

31,241.0700

31,241.07

12/18/13
Project: USA Yeast Pretreatment Facility
Period: 9/1/13 - 10/31/13
Invoice: 011003-01-13
Contract Attached

PROCESSING CODE: RIP
SEND METHOD 0



TOTAL CONTRACT AMOUNT NOT TO EXCEED

31,241.07

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.

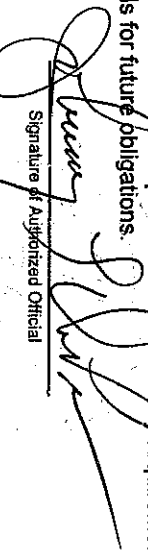
**Mississippi Development Authority
REQUEST FOR CASH**

Section A: General Information		Bank Information		Section B: Project Information		
Applicant Name: City of Hattiesburg	Electronic Transfer	Grant No.	Contract No.	Request No.		
Mailing Address: P.O. Box 1898	Bank Account: 4800186627	R-103-06	R-103-206-03-KED	14		
Street Address	Bank Name: Trustmark National Bank	FOR MDA USE ONLY				
City, State Zip: Hattiesburg, MS 39403-1898	Address: P.O. Box 1071	Vendor No.				
Telephone No. 601-554-1014	City, State Zip: Hattiesburg, MS 39403-1071	IDIS Voucher Number				
Fax Number	Telephone No. 601-489-3663					
Email Address	From: September 1, 2013	Approval for Payment				
	Services Rendered: Thru					
	To: October 31, 2013					

Section C: Request Per Activity	Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance	Activity Numbers
1	Administration	\$ 90,000.00	\$ 40,916.65	\$ 5,583.33	\$ 43,500.02	
2	Application Preparation	\$ 10,000.00	\$ 10,000.00		\$ -	
3	Architect/Engineering	\$ 351,000.00	\$ 121,419.64	\$ 31,241.07	\$ 198,339.29	
4	Evaporator Module Equipment	\$ 4,549,000.00	\$ 3,639,744.00		\$ 909,256.00	
5					\$ -	
6					\$ -	
7					\$ -	
8					\$ -	
9					\$ -	
10					\$ -	
11					\$ -	
Total:		\$ 5,000,000.00	\$ 3,812,080.29	\$ 36,824.40	\$ 1,151,095.31	

I Herby Certify That (a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.

I Herby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time lister above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.


 Signature of Authorized Official
 Johnny DuPre, Mayor
 Typed Name and Title of Authorized Official

2-18-14
Date Signed

Debra Tompkins
 Prepared By
 601-638-7121
 Date Prepared 1/27/2014
 Prepared's Telephone No.

**Mississippi Development Authority
Cash Summary Support Sheet**

Page 1 of 2

Applicant : City of Hattiesburg Request No: 14 Grant Number: R-103-06
 Period Cost - Beginning September 1, 2013 Ending Date: October 31, 2013 Contract Number: R-103-205-03-KEID

1. Activity: Administration		Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Administration	Jimmy Gouras	9629	\$5,583.33		\$5,583.33
B.						\$0.00
C.						
D.						
			Subtotal:	\$5,583.33	\$ -	\$5,583.33

2. Activity: Architect/Engineering		Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Architect/Engineering	HRG	11003-01-13	\$31,241.07		\$31,241.07
B.	Architect/Engineering					\$0.00
C.	Architect/Engineering					\$0.00
D.						
			Subtotal:	\$31,241.07	\$ -	\$31,241.07

3. Activity: Evaporator Module Equipment		Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Evaporator Module Equipment					\$0.00
B.	Evaporator Module Equipment					
C.	Evaporator Module Equipment					
D.	Evaporator Module Equipment					
			Subtotal:	\$ -	\$ -	\$ -

Applicant: City of Hattiesburg

Cash Summary Support Sheet

Request No: _____

14

Grant Number: _____

Contract Number: _____

R-103-06

R-103-205-03-KED

Page 2 of 2

4. Activity:	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.						\$0.00
B.						
C.						
D.						
			Subtotal:	\$0.00	\$0.00	\$0.00

5. Activity:	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.						\$0.00
B.						\$0.00
C.						
D.						
			Subtotal:	\$0.00	\$0.00	\$0.00

6. Activity:	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.						\$0.00
B.						
C.						
D.						
			Subtotal:	\$0.00	\$0.00	\$0.00
			Cumulative Match Expended To Date:	\$1,990,176.00	GRAND TOTAL:	\$36,824.40
			Cumulative Federal Expended To Date:	\$3,848,904.69		

I hereby Certify That: a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; b) the amount requested will be expended for allowable costs/expenditures under the terms of the contract agreement or grant; c) the amount requested herein does not exceed the total funds obligated by contract; and d) the funds are requested for only immediate disbursements.

I hereby Certify that the goods sold and/or services rendered have been delivered and/or performed in good order and are in compliance with all statutory requirements and regulations.

Johnny DuPree, Mayor
Typed Name and Title of Authorized Official
Signature of Authorized Official

Contract Number: R-103-205-03-KED
Total Amount Requested: \$ 36,824.40

Total Funds Request to Date:	\$	3,848,904.69
Amount of Other Funds Expended to Date:		\$1,990,176.00
CDBG Project Balance	\$	1,151,095.31
Period of Projected Cash Needs - Beginning:	September 1, 2013	Thru
		October 31, 2013



STATEMENT FOR SERVICES RENDERED

CITY OF HATTIESBURG

KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT

ECONOMIC DEVELOPMENT

PROJECT NO. R-103-205-03-KED

WASTEWATER TREATMENT/USA YEAST

November 30, 2013

INVOICE #9629

Monthly Administrative Services Rendered Pertaining Project #R-103-205-03-KED.

Services rendered include overall coordination of project activities; Attending MDA/HUD monitoring visits, meetings, etc.; Maintaining financial records; Preparing the necessary documentation to request funds from MDA; and Providing all other services considered normal administrative services within the course of this Agreement

TOTAL DUE

\$ 5,583.33


Ann Frazier 67



OR 157307

Page 1 of 2

December 18, 2013

Project No: HR.11003.001

Invoice No: 011003-01-13

City of Hattiesburg
Attn: Director of Engineering
PO Box 1898
Hattiesburg, MS 39403-1898

Project HR.11003.001 USA Yeast Pretreatment Facility

Professional Services from September 1, 2013 to October 31, 2013**Fee**

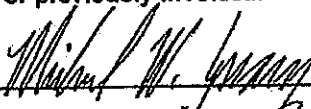
Total Fee	\$350,000.00	Total Earned	\$152,660.71
Percent Complete	43.62	Previous Fee Billing	\$121,419.64
		Current Fee Billing	\$31,241.07

Total Fee \$31,241.07**Total this Task Order \$31,241.07****The following items of work were completed:**

1. Coordination with City, MDA & Contractor
2. Site Inspection

Certification

I, the undersigned, do hereby certify that the above invoice reflects a true and accurate accounting of the records of HRG, LLC and that the amount has not been paid or previously invoiced.

By: 
Title: Vice President

Federal Tax ID 45-2475863

(Please remit payment to: P. O. Box 22625, Jackson, MS 39225-2625) ✓

015695. 7220.51

MTB 2012-1/118-119

contract

ENTERED



December 18, 2013
 Project No: HR.11003.001
 Invoice No: 011003-01-13

City of Hattiesburg
 Attn: Director of Engineering
 PO Box 1898
 Hattiesburg, MS 39403-1898

Project HR.11003.001 USA Yeast Pretreatment Facility

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Contract Amount			\$350,000.00
Fee Remaining			\$197,339.29

Federal Tax ID 45-2475863
 (Please remit payment to: P. O. Box 22625, Jackson, MS 39225-2625)

MB2012-1/118-119



City of Hattiesburg, MS

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

Master

File Number: 2012-0711

File ID: 2012-0711

Type: Regular Agenda Item

Status: ATS Review

Version: 1

Reference:

In Control: City Council

File Created: 04/10/2012

Brief Title: Professional Services Agreement with Hattiesburg Resource Group (HRG) for the USA Yeast Company, LLC wastewater treatment equipment installation.

Final Action:

Title:

Accept Agreement for Professional Services between the City of Hattiesburg and Hattiesburg Resource Group, LLC to provide engineering services for the project related to the installation of wastewater treatment equipment at USA Yeast Company, LLC, and authorize Mayor to execute four (4) copies of said agreement.

Notes:

Sponsors:

Enactment Date:

Attachments: HRG Prof Svcs Agreement

Enactment Number:

Contact:

Meeting Date: 04/17/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 2012-0711

Title

Accept Agreement for Professional Services between the City of Hattiesburg and Hattiesburg Resource Group, LLC to provide engineering services for the project related to the installation of wastewater treatment equipment at USA Yeast Company, LLC, and authorize Mayor to execute four (4) copies of said agreement.

Summary

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N. A. - 2nd
John

Budget Information

Expenditure Type
Regular Budget Item

Purchasing Item
Regular Purchase

Publication Information

USA *West***Check Number 235493****Front Image**

THIS CHECK IS VOID WITHOUT A PURPLE & BLUE BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

STATE OF MISSISSIPPI, CITY OF HATTIESBURG		30-117942	NO. 00235493
(MAYOR-COUNCIL)		BANK OF SOUTH	
PO BOX 1898		HATTIESBURG, MISSISSIPPI	
HATTIESBURG, MS 39403			



91150	DATE 12/31/13	AMOUNT \$*****31,241.07
-------	------------------	----------------------------

PAY THIRTY ONE THOUSAND TWO HUNDRED FORTY ONE AND 07/100 *****

TO THE ORDER OF	HRG PO BOX 22625 JACKSON MS 39225-2625	<i>Johnny L. Butler</i> MAYOR	<i>Connie Butler</i> CITY CLERK
--------------------------	--	----------------------------------	------------------------------------

⑈00235493⑈ ⑆084201278⑆72106610⑈

Back Image

20140110124310508348 04 1338

Regions Bank >062000019<

20140110124310508348 04 1338
Regions Bank >062000019<

RECEIVED
0198180461
1/14/2014
for deposit only

[Back](#)**RECEIVED**
JAN 17 2014

BY: _____

STATE OF MISSISSIPPI, CITY OF HATTIESBURG
(MAYOR-COUNCIL)
PO BOX 1898
HATTIESBURG, MS 39403

Stub 1 of 1
Check Date: 12/31/13

NO. 00235493

INVOICE NO.	DATE	PURCHASE ORDER	FUND	CLAIM NO.	AMOUNT PAID
011003-01-13	12/18/13	00139067	00075	13000034	31,241.07 ----- 31,241.07

91150 HRG (HATTIESBURG RESOURCE

THIS CHECK IS VOID WITHOUT A PURPLE & BLUE BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

STATE OF MISSISSIPPI, CITY OF HATTIESBURG

(MAYOR-COUNCIL)
PO BOX 1898
HATTIESBURG, MS 39403



85-127/842

BANCORPSOUTH
HATTIESBURG, MISSISSIPPI

NO. 00235493

91150 DATE 12/31/13 AMOUNT \$****31,241.07

PAY THIRTY ONE THOUSAND TWO HUNDRED FORTY ONE AND 07/100 *****

TO HRG
THE PO BOX 22625
ORDER JACKSON MS 39225-2625
OF

Johnny L. DeFoe MAYOR
Corrie Everett CITY CLERK

⑈00235493⑈ ⑆084201278⑆72106610⑈

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 3898
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 12/20/13
PO No. 139067
Reg No. 151207

VENDOR MAILING:
HRG
PO BOX 22625
JACKSON MS 39225-2625

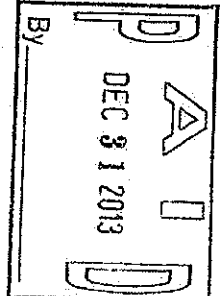
WATTS, SHARON
MINUTE BOOK # 2012-1/118-119
STATE CONTRACT# 00091150
VENDOR # -
(601) 5454640

SHIP TO:
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROJECT LINE: USA YEAST PRETREATMENT FACILITY

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
075695.7220.51	PROFESSIONAL SVCS Project: USA Yeast Pretreatment Facility Period: 9/1/13 - 10/31/13 Invoice: 011003-01-13 Contract Attached	1.00	EA	31,241.0700	31,241.07

PROCESSING CODE: RIP
SEND METHOD 0 ()



TOTAL CONTRACT AMOUNT NOT TO EXCEED

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

31,241.07



City of Hattiesburg, MS

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

Master

File Number: 2014-0902

File ID: 2014-0902

Type: Regular Agenda Item

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

File Created: 02/04/2014

Brief Title: Authorize the Mayor to execute revisions made to the 2013 Title VI Program (nunc pro tunc)

Final Action: 02/18/2014

Minute Book Number: MB2014-51

Title: Authorize the Mayor to execute revisions made to the 2013 Title VI Program approved by Council on November 19, 2013 (minute book 2013-0734) to include a revised Limited English Proficiency Plan (LEP) as instructed by the Federal Transit Administration (FTA). (HCT Civil Rights) (nunc pro tunc)

Notes:

Sponsors:

Enactment Date:

Attachments: Title VI Plan 2013 Revised 1

Enactment Number:

Contact: Christine Brown

Meeting Date:

Drafter: KaTonya Darby

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	02/18/2014	Authorize				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Authorize the Mayor to execute revisions made to the 2013 Title VI Program approved by Council on November 19, 2013 (minute book 2013-0734) to include a revised Limited English Proficiency Plan (LEP) as instructed by the Federal Transit Administration (FTA). (HCT Civil Rights) (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							
TEL-No Vote: 0							

Text of Legislative File 2014-0902

Title

Authorize the Mayor to execute revisions made to the 2013 Title VI Program approved by Council on November 19, 2013 (minute book 2013-0734) to include a revised Limited English Proficiency Plan (LEP) as instructed by the Federal Transit Administration (FTA). (HCT Civil Rights) (nunc pro tunc)

Summary

Title VI 2013 Plan Program - Revised



The City of Hattiesburg, Mississippi Title VI Program

Version 1.0
Nov 2013

Mayor

Johnny L. DuPree, Ph.D.

Hattiesburg City Council

Kim Bradley, Ward 1

Deborah Denard Delgado, Ward 2

Carter Carroll, Ward 3

Mary Dryden, Ward 4

Henry Naylor, Ward 5



TABLE OF CONTENTS

<i>Title VI Plan Policy Statement</i>	4
<i>Mayor's Statement on Limited English Proficiency</i>	5
<i>Authorities</i>	5
<i>Title VI Delegation Chart</i>	6
<i>Organization and Staffing - General</i>	6
<i>General Responsibilities</i>	6
<i>General Title VI Program Responsibilities</i>	6
<i>Responsibilities of the Title VI Liaison</i>	7
<i>Responsibilities of Title VI Coordinators</i>	7
<i>Program Administration - General</i>	9
<i>A. Complaints</i>	9
<i>B. Data Collection</i>	9
<i>C. Title VI Program Reviews</i>	9
<i>D. Operational Guidelines/Program Directives</i>	9
<i>E. Training Program</i>	9
<i>F. Title VI Plan Update</i>	10
<i>G. Public Dissemination</i>	10
<i>I. Post-grant Reviews</i>	10
<i>J. Elimination of Discrimination</i>	10
<i>K. Remedial Action</i>	10
<i>L. Procedures Manual</i>	11
<i>Title VI-Special Program Areas</i>	11
<i>Title VI Responsibilities for Special Emphasis Program Areas</i>	12
<i>Planning</i>	12
<i>Environmental Justice</i>	13
<i>Right of Way</i>	14
<i>Construction/Maintenance</i>	16

Design.....	17
Education and Training	19
Consultant Services.....	20

Attachments

Addendum 1 - CITY OF HATTIESBURG, MISSISSIPPI.....	21
Addendum 2 - Nondiscrimination Complaint Procedures for Federally Assisted Programs or Activities	23
Addendum 3 — City of Hattiesburg -- Title VI Notice to Public.....	24
Appendix 1 - Contractor Title VI Requirement	25
Appendix 2 - Granting Clause and Habendum Clause	27
Appendix 3 - Deeds, License, Leases and Permit Clause	28
Limited English Proficiency Plan.....	29
Title VI Public Comment Form.....	40
Title VI Compliant Form	41



CITY OF HATTIESBURG, MISSISSIPPI

TITLE VI PLAN

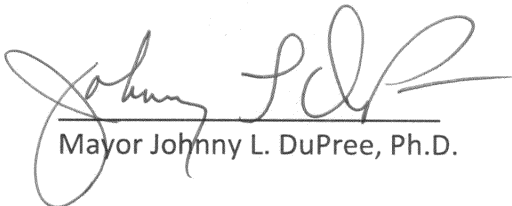
Over the past decade, a renewed emphasis on Title VI issues and environmental justice has become a more integral part of the transportation planning and programming process throughout the United States, particularly in urban regions. This renewed commitment to Title VI has, and continues to be, reflected in the City of Hattiesburg's work program, publications, communications, and public involvement efforts. This document establishes a framework for efforts that will be taken at the City of Hattiesburg to ensure compliance with Title VI and related statutes regarding nondiscrimination and environmental justice.

Title VI Plan Policy Statement

The City of Hattiesburg (City) assures that no person shall on the grounds of race, color, sex, age, disability or national origin, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City further assures every effort will be made to ensure nondiscrimination in all of its programs activities, whether those programs and activities are federally funded or not.

In the event that the city distributes federal aid funds to another entity, the City will include Title VI language in all written agreements and will monitor for compliance.

The Department of Federal and State Programs is responsible for initiating and monitoring Title VI activities, preparing required reports and other City responsibilities as required by 23 Code of Federal Regulation (CFR) 200 and 49 Code of Federal Regulation 21.


Mayor Johnny L. DuPree, Ph.D.

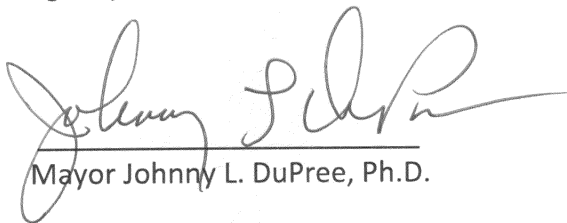
1/27/14
Date

Mayor's Statement on Limited English Proficiency

The City of Hattiesburg welcomes diversity and has taken steps to insure that those who come to our City can participate in and enjoy to the fullest all our great City has to offer.

The City of Hattiesburg is proud of our efforts to insure that inclusiveness and fairness are a part of all of our activities. It is our intention to be proactive in extending our services and programs to all who wish to participate, including our Limited English Proficiency (LEP) residents. The City's Department of Federal and State Programs leads the way in celebrating our differences and drawing strength from our similarities.

The Policy Statement that precedes this page shows our commitment to Title VI and our fairness in contracting. By signing below, I am reaffirming the City's efforts to reach out to the LEP community and insure that they are a part of the City's democratic processes. This is a step I gladly take, as inclusiveness and fairness are an integral part of this City.



Mayor Johnny L. DuPree, Ph.D.

1/27/14
Date

Authorities

Title VI of the 1964 Civil Rights Act provides that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance (please refer to 23 CFR 200.9 and 49 CFR 21).

Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors, whether such programs and activities are federally assisted or not (Public Law 100259 [2.557] March 22, 1988).

Additional Authorities and Citations Include:

Title VI of the Civil Rights Act of 1964, 42 United States Code 2000d to 2000-4; 42 United States Code 4601 to 4655; 23 United States Code 109(h); 23 United States Code 324; Department of Transportation Order 1050.2; Executive Order 12250; Executive Order 12898; 29 Code of Federal Regulations 50.3.

Title VI Delegation Chart

CITY OF HATTIESBURG, MISSISSIPPI

Johnny L. DuPree, Ph.D.
Mayor
601-545-4501

City Attorney
Charles E. Lawrence, Esq.
Attorney
601-545-4501

Title VI Liaison Officer
Director
Department of Federal and State Programs
601-545-4590

Organization and Staffing - General

The Mayor of the City of Hattiesburg is responsible for ensuring the implementation of the City's Title VI program. The Director of the Federal and State Programs, on behalf of the Mayor, is responsible for the overall management of the Title VI programs, and serves as the Title VI Liaison Officer. The day-to-day administration of the program lies with the Title VI Coordinator, as assigned, (hereafter referred to as "Coordinator") under the direct supervision of the Director of the Federal and State Programs.

General Responsibilities

General Title VI Program Responsibilities

Following are general Title VI responsibilities of the agency. The Title VI Liaison is responsible for ensuring these elements of the plan are appropriately implemented and maintained;

- 1. Data collection**
- 2. Annual Title VI Report**
- 3. Title VI complaint procedures**
- 4. Annual review of Title VI program**
- 5. Dissemination of Information**
- 6. Resolution of Complaints**

Responsibilities of the Title VI Liaison

The Title VI Liaison is responsible in implementing, monitoring, and reporting on the City's compliance with Title VI regulations. In support of this, the Title VI Liaison will:

- Identify, investigate, and eliminate discrimination when found to exist.
- Process Title VI complaints received by the City.
- Meet with Coordinators quarterly to monitor and discuss progress, implementation, and compliance issues.
- Periodically review the agency's Title VI program to assess if administrative procedures are effective, staffing is appropriate, and adequate resources are available to ensure compliance.
- Work with Coordinators to develop and submit the Annual Title VI Report to MDOT, FHWA, and FTA by the end of October each year.
- If a sub recipient is found to not be compliance with Title VI, work with the Consultant Contracts Liaison and sub recipient to resolve the deficiency status and write a remedial action if necessary.
- Review important Title VI-related issues with the City Attorney, as needed.
- Assess communications and public involvement strategies to ensure adequate participation of impacted Title VI protected groups and address additional language needs when needed.

Responsibilities of Title VI Coordinators

Title VI Coordinators, under supervision of the Title VI Liaison, are responsible for day-to-day administration of the Title VI program, including implementation of the plan and Title VI compliance, program monitoring, reporting, and education within the assigned program area, as described in the "Program Area Responsibilities" section of this document. In addition, each Coordinator is responsible for drafting text for their section of the Annual Title VI Report, and maintaining the data and documentation necessary for that report. This includes reviewing guidelines and procedures for the assigned Title VI Program Area, and incorporating Title VI-related language and provisions into agency documents, as appropriate.

Title VI Coordinator Responsibilities

The Title VI Coordinator is charged with the responsibility for implementing, monitoring, and ensuring the City's compliance with Title VI regulations. Title VI responsibilities are as follows:

1. Process the disposition of Title VI complaints received by the City.
2. Collect statistical data (race, color, sex, age, disability or national origin) of participants in and beneficiaries of state highway programs, e.g. relocates, affected citizens, and impacted communities.
3. Conduct annual Title VI reviews of special emphasis program areas (right of way, planning, design, etc.) to determine the effectiveness of program activities at all levels.
4. Conduct Title VI reviews of construction contractors, consultant contractors, suppliers, and other recipients of federal-aid highway fund contracts administered through the City.
5. Review City program directives in coordination with Title VI Liaisons for special emphasis program areas. Where applicable, include Title VI language and related requirements.
6. Conduct training programs on Title VI and other related statutes for City employees and recipients of federal highway funds.
7. Prepare a yearly report of Title VI accomplishments and goals, as required.
8. Develop Title VI information for dissemination to the general public and, where appropriate, in languages other than English.
9. Conduct post-grant approval reviews of City programs and applicants (e.g. highway location, design and relocation, and persons seeking contracts with the City), for compliance with Title VI requirements.
10. Identify and eliminate discrimination.
11. Establish procedures for promptly resolving deficiency status and reducing to writing the remedial action agreed to be necessary, all within a period not to exceed 90 days.

Program Administration - General

As Title VI Liaison Officer, the Director of the Department of Federal and State Programs shall be responsible for coordinating the overall administration of the Title VI program, plan, and assurances (see Addendum 1).

A. Complaints

If any individual believes that s/he or any other program beneficiaries have been subjected to unequal treatment or discrimination in their receipt of benefits and/or services, or on the grounds of race, color, national origin, sex disability or age, s/he may exercise their right to file a complaint with the City. Every effort will be made to resolve complaints informally at the City and contractor level.

B. Data Collection

Statistical data on race, color, national origin and sex of participants in, and beneficiaries of federally funded program, (e.g., relocates, impacted citizens, and affected communities), will be gathered and maintained by the Title VI Coordinator. Each of the Title VI special emphasis program areas will maintain data to be incorporated in the Title VI Annual Update. The data gathering process will be reviewed regularly to ensure sufficiency of the data in meeting the requirements of the Title VI program administration.

C. Title VI Program Reviews

The City's Title VI Program reviews will be overseen by the Title VI Liaison to assess the office's administrative procedures, staffing, and resources available for Title VI compliance. All special emphasis programs will be reviewed with the Title VI designees annually to assure their effectiveness in compliance with Title VI provisions. This is in addition to the day to day monitoring. Title VI Coordinator and program representatives will coordinate efforts to ensure that the requirements of Title VI are met throughout the entire contracting process. The Title VI Coordinator will conduct reviews of contractors, subcontractors, consultants, suppliers and all other sub recipients of city's federal funds to ensure compliance with Title VI provisions.

D. Operational Guidelines/Program Directives

All operational guidelines to regions, contractors, sub recipients, and special emphasis program areas will be reviewed annually to include Title VI language and provisions and related requirements, where applicable.

E. Training Program

Title VI training will be made available at least annually to employees, contractors, sub recipients, and special emphasis program area liaisons. The training will provide comprehensive

information on Title VI provisions, application to program operations, and identification of Title VI issues and resolution of complaints. A summary of the training conducted will be reported in the annual update.

F. Title VI Plan Update

A Title VI Plan Update will be submitted to MDOT or FTA by October 1 of each year. The update will report on accomplishments and changes to the program occurring during the preceding year, and will also include goals and objectives for the upcoming year.

G. Public Dissemination

The Title VI Liaison will disseminate Title VI Program information to City employees, sub recipients, contractors, and beneficiaries as well as the general public. Public dissemination will include the posting of public statements, inclusion of Title VI language in contracts, and publishing annually the Title VI Policy Statement in newspapers having a general circulation in the vicinity of proposed projects and announcements of hearings and meetings in minority publications (see Addendum 3).

I. Post-grant Reviews

Review post-grant approval procedures (e.g. highway location design, relocation and individuals seeking contracts, etc.) to ensure compliance with Title VI requirements.

J. Elimination of Discrimination

Implement procedures to identify and eliminate discrimination when found to exist, related to Minority/Women/Disadvantaged Business Enterprises (DBE) contractors, public involvement, and property acquisition.

K. Remedial Action

The City will actively pursue the prevention of Title VI deficiencies and violations and will take the necessary steps to ensure compliance with all program administrative requirements. When irregularities occur in the administration of the program's operation, corrective action will be taken to resolve Title VI issues, and reducing to writing a remedial action agreed upon to be necessary, all within a period not to exceed 90 days.

1) Sub recipients placed in a deficiency status will be given a reasonable time, (not to exceed 90 days after receipt of the deficiency letter), to voluntarily correct deficiencies.

2) The City will seek the cooperation of the sub recipient in correcting deficiencies found during the review. The City will also provide the technical assistance and guidance needed to aid the sub recipient to comply voluntarily.

- 3) When a sub recipient fails or refuses to voluntarily comply with requirements within the time frame allotted, the City will submit to MDOT Civil Rights Office or the FHWA two copies of the case file and a recommendation that the sub recipient be found in noncompliance.
- 4) A follow-up review will be conducted within 180 days of the initial review to ensure that the sub recipient has complied with the Title VI Program requirements in correcting deficiencies previously identified.

L. Procedures Manual

Administration of the Title VI Program will be incorporated in a Procedures Manual that will be updated regularly to incorporate changes and additional responsibilities.

Title VI-Special Program Areas

Each of the special emphasis program areas listed below shall have designated a Title VI Coordinator. The Coordinator(s) shall be responsible for ensuring compliance, program monitoring, reporting, and education within their respective programs.

1. City of Hattiesburg Department of Engineering and the Mississippi Department of Transportation (MDOT)
 - a) Planning
 - b) Environmental Activities
 - c) Right of Way
 - d) Construction and Maintenance
 - e) Design Management
2. Department of Administration, Purchasing/Accounting Division (City of Hattiesburg)
 - a) Disadvantaged Business Enterprise Compliance on Construction and Consulting Contracts
 - b) Consultant Services
3. Department of Federal and State Programs (City of Hattiesburg)
 - a) Title VI Implementation and Compliance

The special program areas will meet regularly with all the Title VI liaisons to discuss issues regarding program implementation and compliance monitoring within the City.

Title VI Responsibilities for Special Emphasis Program Areas

Planning

A. Department of Federal and State Programs – City of Hattiesburg and the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization

HPFL-MPO has the responsibility to develop long- and short-range plans to provide efficient transportation services to the citizens of the City of Hattiesburg and Hattiesburg Urbanized Area.

B. Operational Guidelines

Hattiesburg Municipal Code

Executive Order 12898 on Environmental Justice

Executive Order 13166 on Providing Meaningful Access to Individuals Who Are Limited English Proficient to Federally Assisted and Federally Conducted Programs and Activities

Metropolitan Planning Organization Procedures Manual
23 CFR 450
RCW 47.06 Statewide Transportation Planning
RCW 47.80 Regional Transportation Planning Organization

C. Planning Process

The City annually updates and coordinates the City's future transportation improvement plans and programs. A comprehensive transportation planning process is used which incorporates input from the public in coordination with the various jurisdictions affected. Planning includes the monitoring and collection of data.

D. Title VI Responsibilities

Ensure that all aspects of the planning process operation comply with Title VI.

Ensure that various social, economic, and ethnic interest groups are represented in the planning process by disseminating program information to minority media and ethnic/gender related organizations and participating in roundtable meetings in predominantly minority communities.

Assist the Title VI Coordinator in gathering and organizing the Planning special program emphasis area section of the Annual Title VI Update Report.

Review the department work program and other directives to ensure compliance with Title VI program requirements.

Visit public meetings to verify the level of participation of Title VI protected group members when offered in predominantly ethnic minority communities.

Ensure that Limited English Proficiency (LEP) individuals who will be affected by planned projects receive meaningful access into the public awareness/involvement process. Meaningful access means that the affected parties will receive the necessary communicative assistance required to allow them to participate in governmental services/activities.

Environmental Justice

A. Mississippi Department of Transportation (MDOT)

MDOT assist in integrating environmental considerations and regulatory requirements into the City's transportation program, provide technical expertise for project analyses, develop environmental policies, procedures, manuals, and training and work with regulatory agencies to streamline the environmental permit process.

MDOT use a systematic process to study and evaluate all necessary environmental aspects of a proposed project, including its social and economic impacts. Depending on the scope, complexity, and impacts of the project, a National Environmental Policy Act (NEPA) Categorical Exclusion (CE), NEPA Environmental Assessment (EA), State Environmental Policy Act (SEPA) checklist, SEPA Determination of Non-significance (DNS), or NEPA and/or SEPA Environmental Impact Statement are completed. MDOT also develop agreements, guidance documents, and training programs with the regulatory and resource agencies.

B. Operational Guidelines

Executive Order 12898 on Environmental Justice

Executive Order 13166 on Providing Meaningful Access to Individuals Who Are Limited English Proficient to Federally Assisted and Federally Conducted Programs and Activities

National Environmental Policy Act (NEPA), Title 23 CFR 771,

Title 49 CFR 622, 635, 640, 712, 771

All regulations are administered by the Federal Highway Administration.

MDOT Project Development Manual

C. Title VI Responsibilities

- Monitor compliance with Title VI requirements in all aspects of the environmental process.
- Conduct meetings to review the project impact.
- Disseminate to the public their rights to call or write the department to view plans and discuss environmental problems.
- Coordinate the gathering of environmental information for the Annual Title VI Update Report, including awards to DBE firms.
- Notify affected protected group residents of public meetings or hearings regarding a proposed project, and make meetings and hearings accessible.
- Develop mechanisms to identify the population affected by a project.
- Ensure that Limited English Proficiency (LEP) individuals who will be affected by locating and citing actions receive meaningful access into the public awareness/involvement process. Meaningful access means that the affected parties will receive the necessary communicative assistance required to allow them to participate in governmental services/activities.
- Ensure public participation in the location selection process.
- Ensure Title VI/Environmental Justice compliance in all Environmental Impact Statements.

Right of Way

A. City of Hattiesburg (COH) and Mississippi Department of Transportation

The COH will manage and coordinate the appraisal and acquisition of real property for transportation needs, the management of excess properties, and relocation assistance services.

B. Operational Guidelines

Executive Order 13166 on Providing Meaningful Access to Individuals Who Are Limited English Proficient to Federally Assisted and Federally Conducted Programs and Activities.

Local Agencies Guideline Manual

Right of Way Manual

ROW Standard Operating Procedures

ROW Manual

23 CFR 130

49 CFR 24

Miss. Code Ann. Title 65

C. Acquisition Process

The property acquisition process follows the ROW Standard Operating Procedures and all applicable laws and regulations, including Title VI. The right of way acquisition process entails appraisal of property, negotiation of terms and conditions for acquisition, and assistance in the relocation of displaced individuals, business, farm operations, and nonprofit organizations, as well as property management.

D. Title VI Responsibilities

- Ensure participation by Minority/Women Disadvantaged Business Enterprises as identified by the MDOT DBE Office in consulting contracts. The contracts are typically appraisal contracts but can cover all services of real estate including negotiation, relocation, and property management.
- Ensure participation by minority/women disadvantaged business appraisers by reviewing updates to DBE directories identifying fee appraiser organizations.
- Apprise affected property owners, tenants, and others involved of their rights and options regarding negotiation, relocation, condemnation and other aspects of the acquisition process.
- Ensure that Limited English Proficiency (LEP) individuals who will be affected by right of way activities/decisions receive meaningful access into the public awareness/involvement process. Meaningful access means that the affected parties will receive the necessary communicative assistance required to allow them to participate in governmental services/activities.
- Conduct annual implementation reviews of Title VI provisions within the entire real estate acquisition process.
- Incorporate Title VI language and assurance statements in all surveys of property owners and tenants after the conclusion of all business.

- Ensure that appraised values and communications associated with the appraisal and negotiation operations result in equitable treatment.
- Ensure comparable replacement dwellings are available and assistance is given to all displaced persons and entities by the property acquisition process.
- Coordinate the preparation of deeds, permits and leases to ensure the inclusion of the appropriate Title VI clauses.
- Gather the statistical data required for completion of the Annual Title VI Update Report, including awards to minority and female appraisers.

Construction/Maintenance

A. The City of Hattiesburg (COH)—Department of Engineering

COH is responsible for the administration of new federally funded construction. This department is responsible for the preservation and upkeep of the local transportation system throughout the City.

B. Operational Guidelines

Local Agencies Guideline Manual

MDOT Project Development Manual

Construction Manual

Maintenance's Standard Operating Procedures

Standard Specifications for Road and Bridge Construction

23 CFR Part 200

49 CFR Part 21

C. Construction and Maintenance Process

COH is responsible for developing an efficient program for federally-funded projects and road maintenance by utilizing the resources of people, equipment, and materials in the most economic way. The COH set policy and provide guidance and oversight for the administration of transportation construction projects by the City.

D. Title VI Responsibilities

- Monitor all maintenance operations to ensure nondiscrimination.
- Review activities and programs to assure that maintenance and construction efforts and resources are applied uniformly and fairly.
- Review all projects for application of DBE program requirements.
- Include DBE general special provisions in projects with assigned goals.
- Include Title VI language in contract advertisements and award letters to encourage the utilization of DBE firms. Award construction contracts on the basis of the lowest responsive bidder including DBE requirements.
- Ensure thorough reviews that prime contractors with DBE requirements award have previously committed work to proper DBEs, and that DBEs actually performed a commercially useful function on the contracts.
- Consult DBE firms to identify possible barriers to their participation in contracts. Use this information to eliminate such barriers.
- Provide supportive services to DBEs.
- Include Title VI language in every contract to ensure nondiscrimination in contract awards due to race or gender.
- Coordinate the gathering of maintenance and construction information regarding DBE participation for the Title VI Annual Update Report.

Design

A. The City of Hattiesburg Department of Public Services/Engineering and Mississippi Department of Transportation

These departments perform studies to assess various environmental factors, including social and economic elements, as they relate to project development.

B. Operational Guidelines

MDOT Project Development Manual

Executive Order 12898 on Environmental Justice

AASHTO Design Manual

23 CFR 771

Executive Order 12898 on Environmental Justice

Standard Operating Procedures

C. Design Process

Economic, social, topographic, and environmental impact of a proposed project are key factors weighed in the location consideration. Federal, state, local, and departmental policies and procedures require that public hearings and/or informational meetings be held to give all citizens an opportunity to obtain information and express their opinions on proposed project locations. Special efforts shall be made to inform members of minority communities of public hearings and other public involvement activities. These efforts include public notices in minority newspapers and selection of accessible location and time for public hearings.

D. Title VI Responsibilities

- Ensure that all aspects of the location selection process comply with the Title VI requirements.
- Consult and seek input from affected populations.
- Develop mechanisms to identify affected populations.
- Ensure public participation in the selection process.
- Provide notice of public hearings and meetings in minority newspapers and newsletters.
- Maintain required Title VI compliance documentation and statistical data.
- Monitor program components for compliance with the Title VI requirements.
- Review activities associated with public hearings to enhance the participation of targeted communities.
- Develop and update operational manuals and directives to ensure the inclusion of Title VI language and provisions.
- Gather program area data to be included in the Title VI Annual Update Report.

Education and Training

A. Minorities, women, veterans, individuals with a disability, and other individuals protected by Title VI and federal and state anti-discrimination laws are provided with equal opportunity and fair treatment in all employment-related decisions, including opportunities for education and training.

B. Operational Guidelines:

- Employee Handbook
- Affirmative Action Plan

C. Employees Encouraged to Participate in Training

All employees are encouraged to participate in professional development and training. All materials received by the agency on training and education opportunities are made available to all employees, which includes all information on federally funded training, such as courses provided by the National Highway Institute (NHI) and the National Transit Institute (NTI).

D. Title VI Responsibilities

Evaluating and monitoring compliance with Title VI requirements in all aspects of the education and training program.

Provide information on training opportunities open to City staff and sub recipients, including information on training provided by NHI and NTI.

- Assist in the distribution of information on training programs regarding Title VI and related statutes.

- Ensure equal access to, and participation in, applicable NHI and NTI courses for qualified employees.

- Track participation in Title VI, NHI, and NTI courses.

- Establish, maintain, and update a Title VI Procedures Manual containing all day-to-day administration of the Title VI Program.

Consultant Services

A. Department of Administration Purchasing Division – City of Hattiesburg

The DOA Purchasing Division is responsible for setting policy and establishing procedures for consultant selection, negotiation, and administration of consultant contracts for the City.

B. Operational Guidelines

Mississippi Municipal Code

Consultant Services Procedures Manual)

Standard Operating Procedures

23 CFR 172

48CFR 31

23 CFR 172

C. Consultant Selection Process

Each City department may contract directly for consultant services. The departments are required to follow the guidelines produced by the Purchasing Division. Upon the initial request of a consultant contractor's services, the Purchasing Division is available to assist the department's project manager with negotiation and administration of the contract.

D. Title VI Responsibilities

- Monitor DBE program requirements.
- Ensure that all federally funded consultant contracts administered by the City have the appropriate Title VI provisions included.
- Review directives and procedures to ensure Title VI compliance.
- Maintain necessary data and documentation required for completion of the department's Title VI Update Annual Report.

Addendum I - CITY OF HATTIESBURG, MISSISSIPPI

Title VI Assurances

The City of Hattiesburg (hereinafter referred to as the "Recipient"), HEREBY AGREES THAT as a condition to receiving any federal financial assistance from the U.S. Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d-42 USC 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This Assurance is required by Subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances to its Federal Aid Highway Program.

1. That the Recipient agrees that each "program" and each "facility" as defined in Subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the Federal Aid Highway Program, and in adapted form in all proposals for negotiated agreements:

The City of Hattiesburg in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d-d4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such

Act, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

3. That the Recipient shall insert the clauses of Appendix 1 of this Assurance in every contract subject to the Act and the Regulations.
4. That the Recipient shall insert the clauses of Appendix 2 of this Assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives federal financial assistance in the form, or for the acquisition of real property, or an interest in real property, the Assurance shall extend rights to space on, over or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix 3 of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered

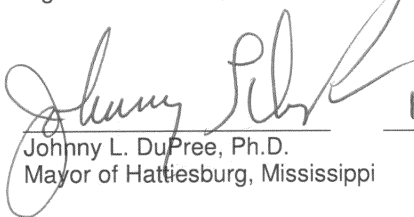
into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under the Federal Aid Highway Program.

8. That this Assurance obligates the Recipient for the period during which federal financial assistance is extended to the program, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the Assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.

9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation, or the official to whom s/he delegates specific authority to give reasonable guarantee that it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial endorsement with regard to any matter arising under the Act, the Regulations, and this Assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation under the Federal Aid Highway Program and is binding on it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person or persons whose signatures appear below are authorized to sign the Assurance on behalf of the Recipient.


Johnny L. DuPree, Ph.D.
Mayor of Hattiesburg, Mississippi

1/27/14
Date

Addendum 2 - Nondiscrimination Complaint Procedures for Federally Assisted Programs or Activities

These procedures cover all complaints filed under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Civil Rights Restoration Act of 1987, and the Americans with Disabilities Act of 1990, relating to any program or activity administered by the City as to sub recipients, consultants, and contractors.

Intimidation or retaliation of any kind is prohibited by law.

The procedures do not deny the right of the complainant to file formal complaints with other state or federal agencies or to seek private counsel for complaints alleging discrimination.

Every effort will be made to obtain early resolution of complaints at the lowest level possible. The option of informal mediation meeting(s) between the affected parties and the Title VI Coordinator may be utilized for resolution.

Procedure

1. Any individual, group of individuals or entity believing they have been subjected to discrimination may file a written complaint with the City. A formal complaint must be filed within 180 days of the alleged occurrence.
2. Upon receipt of the complaint, the Title VI Liaison will determine its jurisdiction, acceptability, need for additional information, and investigative merit of the complaint. Once the Title VI Coordinator decides the course of action for the complaint, the complainant and the respondent will be notified in writing of such determination within five working days of receipt of complaint.
3. The Title VI Liaison will provide the respondent with the opportunity to respond in writing to the allegations made by the complainant. The respondent will have 10 working days from receipt of notification to furnish a response to the allegations.
4. If the complaint is against one of City's sub recipients of federal funds, the City will have 15 working days from receipt of the complaint to advise MDOT as to the status of the investigation.
5. Within 60 working days of the receipt of the complaint, the investigator will prepare a written report for the Title VI Liaison. The report shall include a narrative description of the incident, identification of persons interviewed, findings, and recommendations for disposition.
6. The investigative report and findings of the complaint will be sent to City Attorney for review.
7. The recommendation shall be reviewed by the Title VI Liaison. The Title VI Liaison will then discuss the report with the Department of Administration Director.
8. Once the City completes its investigative report and finding, the complainant and respondent shall receive a copy of the investigative report and will be notified of their appeal rights.
9. Out briefings will be scheduled with each party within 15 days of their receipt of the investigative report.
10. A copy of the complaint and the City's investigation report will be issued to MDOT within 60 days of the receipt of the complaint.
11. After receiving MDOT's comments, out briefings will be scheduled with all relevant parties to the complaint.
12. If the complainant is not satisfied with the results of the investigation of the alleged discriminatory practice(s), s/he shall be advised of her/his rights to appeal the City's decision to MDOT and USDOT. The complainant has 180 days

after the City's final resolution to appeal to MDOT and USDOT. Unless new facts not previously considered come to light, reconsideration (appeal) by the City is not being available.

Addendum 3 — City of Hattiesburg -- Title VI Notice to Public

The City hereby gives public notice that it is the policy of the department to ensure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 Executive Order 12898 on Environmental Justice, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, sex, or national origin be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the City receives federal financial assistance.

Any person who believes he or she has been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with the City. Any such complaint must be in writing and filed with the City's Title VI Coordinator within one hundred eighty (180) days following the date of the alleged discriminatory occurrence. Title VI Discrimination Complaint Forms may be obtained from City of Hattiesburg at no cost to the complainant by calling 601-545-1006.

Appendix 1 - Contractor Title VI Requirement

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 grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement 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 Subcontractors, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations 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, sex, 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 City, Washington State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions.

Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the City, the Washington State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it, the Washington State Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the contractor under the contract until the contractor complies, and/or;
2. 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 procurement 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 subcontractor or procurement as the City of Hattiesburg, Mississippi Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City enter into such litigation to protect its interests and, in addition, the contractor may request MDOT or the United States to enter into such litigation to protect the interests of the United States.

Appendix 3 - Deeds, License, Leases and Permit Clause

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the City of Hattiesburg pursuant to the provisions of Assurance 7.

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose for which a City of Hattiesburg program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation — Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the City shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.



LEP Plan

*City of Hattiesburg Limited English Proficiency Plan
Title VI of the Civil Rights Act of 1964*

Department of Federal and State Programs

In partnership with the
Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization
Mississippi Department of Transportation

January 2014

TABLE OF CONTENTS

INTRODUCTION	31
ELEMENTS OF AN EFFECTIVE LEP POLICY	32
METHODOLOGY FOR ASSESSING NEEDS AND REASONABLE STEPS FOR AN EFFECTIVE LEP POLICY	32
THE FOUR-FACTOR ANALYSIS	33
SAFE HARBOR STIPULATION	35
PROVIDING NOTICE TO LEP PERSONS	36
OPTIONS AND PROPOSED ACTIONS	36
LEP PLAN ACCESS	39

INTRODUCTION

On August 11, 2000, President William J. Clinton signed an executive order, Executive Order 13166: Improving Access to Service for Persons with Limited English Proficiency, to clarify Title VI of the Civil Rights Act of 1964. It had as its purpose, to ensure accessibility to programs and services to otherwise eligible persons who are not proficient in the English language.

This executive order stated that individuals who do not speak English well and who have a limited ability to read, write and speak, or understand English are entitled to language assistance under Title VI of the Civil Rights Act of 1964 with respect to a particular type of service, benefit, or encounter. These individuals are referred to as being limited in their ability to speak, read, write, or understand English, hence the designation, "LEP," or Limited English Proficient. The Executive Order states that:

"Each federal agency shall prepare a plan to improve access to its federally conducted programs and activities by eligible LEP persons. Each plan shall be consistent with the standards set forth in the LEP Guidance, and shall include the steps the agency will take to ensure that eligible LEP persons can meaningfully access the agency's programs and activities."

Not only do all federal agencies have to develop LEP plans as a condition of receiving federal financial assistance, recipients have to comply with Title VI and LEP guidelines of the federal agency from which funds are provided as well.

Federal financial assistance includes grants, training, use of equipment, donations of surplus property, and other assistance. Recipients of federal funds range from state and local agencies, to nonprofits and organizations. Title VI covers a recipient's entire program or activity. This means all parts of a recipient's operations are covered, even if only one part of a recipient's organization receives the federal assistance. Simply put, any organization that receives federal financial assistance is required to follow this Executive Order.

The City of Hattiesburg receives funds from the US Department of Transportation via the Federal Highway Administration and Federal Transit Administration.

The U.S. Department of Transportation published *Policy Guidance Concerning Recipients responsibilities to Limited English Proficient Person* in the December 14th, 2005 Federal Register.

The Guidance implies that the City of Hattiesburg is an organization that must follow this guidance:

This guidance applies to all DOT funding recipients, which include state departments of transportation, state motor vehicle administrations, airport operators, metropolitan planning

organizations, and regional, state, and local transit operators, among many others. Coverage extends to a recipient's entire program or activity, i.e., to all parts of a recipient's operations. This is true even if only one part of the recipient receives the Federal assistance.

Elements of an Effective LEP Policy

The US Department of Justice, Civil Rights Division has developed a set of elements that may be helpful in designing and LEP policy or plan. These elements include:

1. Identifying LEP persons who need language assistance
2. Identifying ways in which language assistance will be provided
3. Training Staff
4. Providing notice to LEP persons
5. The recommended method of evaluating accessibility to available transportation services is the Four-Factor Analysis identified by the US DOT.

These recommended plan elements have been incorporated into this plan.

Methodology for Assessing Needs and Reasonable Steps for an Effective LEP Policy

The DOT guidance outlines four factors recipients should apply to the various kinds of contacts they have with the public to assess language needs and decide what reasonable steps they should take to ensure meaningful access for LEP persons:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee.
2. The frequency with which LEP individuals come in contact with the program.
3. The nature and importance of the program, activity, or service provided by the recipient to the LEP Community.
4. The resources available to the City of Hattiesburg.

The greater the number or proportion of eligible LEP persons; the greater the frequency with which they have contact with a program, activity, or service and the greater the importance of that program, activity, or service, the more likely enhanced language services will be needed. The intent of DOT's guidance is to suggest a balance that ensures meaningful access by LEP persons to critical services while not imposing undue burdens on small organizations and local governments.

The DOT guidance is modeled after the Department of Justice's guidance and requires recipients and sub recipients to take steps to ensure meaningful access their programs and

activities to LEP persons. More information for recipients and sub recipients can be found at <http://www.lep.gov>.

The Four-Factor Analysis

This plan uses the recommended four-factor analysis of an individualized assessment considering the four factors outlined above. Each of the following factors is examined to determine the level and extent of language assistance measures required to sufficiently ensure meaningful access to City of Hattiesburg's services and activities that may affect their quality of life. Recommendations are then based on the results of the analysis.

Factor 1: The Proportion, Numbers and Distribution of LEP Persons

The Census Bureau has a range of four classifications of how well people speak English. The classifications are 'very well', 'not well', 'well', and 'not at all'. For our planning purposes, we are considering people that speak English less than 'very well' as Limited English Proficient persons. As seen in Table #1 (below), the U.S. Census American Community Survey Selected Population Tables (2012 American Fact Finder 2) Data for City of Hattiesburg shows that 2,257 (5.4%) individuals speak a language other than English; of those individuals, 910 (2.2%) individuals have identified themselves as speaking English less than 'very well.' Data for West Hattiesburg shows that 188 (3.1%) individuals speak a language other than English; of those individuals, 74 (1.2%) have identified themselves as speaking English less than 'very well'.

Table 1

City of Hattiesburg

LANGUAGE SPOKEN AT HOME	# Individuals	Percent
Population 5 years and over	42,154	42,154
English only	39,897	94.60%
Language other than English	2,257	5.40%
Speak English less than "very well"	1,046	2.50%
Spanish	1,482	3.50%
Speak English less than "very well"	910	2.20%
Other Indo-European languages	393	0.90%
Speak English less than "very well"	72	0.20%
Asian and Pacific Islander languages	331	0.80%
Speak English less than "very well"	42	0.10%
Other languages	51	0.10%
Speak English less than "very well"	22	0.10%

West Hattiesburg

LANGUAGE SPOKEN AT HOME	# Individuals	Percent
Population 5 years and over	6,037	6,037
English only	5,849	96.90%
Language other than English	188	3.10%
Speak English less than "very well"	123	2.00%
Spanish	79	1.30%
Speak English less than "very well"	74	1.20%
Other Indo-European languages	43	0.70%
Speak English less than "very well"	0	0.00%
Asian and Pacific Islander languages	66	1.10%
Speak English less than "very well"	49	0.80%
Other languages	0	0.00%
Speak English less than "very well"	0	0.00%

Factor 2: Frequency of Contact with LEP Individuals

With the City of Hattiesburg's LEP population less than 5%, the frequency of contact is definitely at a minimum. Because the City of Hattiesburg does not have large population LEP services are provided on minimal level and as needed basis due to the unpredictable and infrequent request for services. The City reaches out to the LEP population by providing information in English and Spanish in public areas, such as transit and public facilities.

The City of Hattiesburg identifies safety as its most critical service to provide the LEP population. With limited resources available and a population base of less than 1% for those who speak English less than "very well", the city utilizes resources in the community such as the two major universities, to provide translation services. The city has partnered with additional agencies such as the Mississippi Department of Transportation, to assist with providing materials and information to disseminate during major incidents or activities.

Factor 3: The Nature and Importance of the Program, Activity, or Service to LEP

The City of Hattiesburg being a small urban area in the area of finances, the city utilizes outside resources and organizations to assist in providing information for the LEP population. The City plans utilization of additional resources such the internet, television, radio and Spanish speaking church congregations to disseminate pertinent information. In addition, the city's Department of Human Resources and Hattiesburg Police Department and Department of Federal and State Programs have listing of employees who are able to assist with translation and interpretation services.

Factor 4: The Resources Available to the City of Hattiesburg and Overall Cost

U.S. Department of Transportation Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons published in the Federal Register: December 14, 2005 (Volume 70, Number 239) states:

"A recipient's level of resources and the costs imposed may have an impact on the nature of the steps it should take in providing meaningful access for LEP persons. Smaller recipients with more limited budgets are not expected to provide the same level of language services as larger recipients with larger budgets. In addition, "reasonable steps" may cease to be reasonable where the costs imposed substantially exceed the benefits. Recipients should carefully explore the most cost-effective means of delivering competent and accurate language services before limiting services due to resource concerns. "

Based on this guidance, we have reviewed our resources and deemed that given the low concentration of LEP individuals in our city, upon request we will translate our vital documents into the language requested to ensure accessibility. Although there will not be a fixed amount allocated from our yearly budget for the translation of documents, the cost associated with the necessary translation of document in order to comply with LEP requirements will be allocated on an as-needed basis.

The City of Hattiesburg will, on a continuing basis, identify documents that are routinely provided to the citizens of Hattiesburg that will be translated into languages other than English as well as ensure meaningful access to all programs, activities and/or benefits for LEP persons.

Safe Harbor Stipulation

Federal law provides a "Safe Harbor" situation so that recipients can ensure with greater certainty that they comply with their obligation to provide written translations in languages other than English. A "safe harbor" means that if a recipient provides written translation in certain circumstances, such action will be considered strong evidence of compliance with the recipient's written-translation obligations under Title VI.

The failure to provide written translations under the circumstances does not mean there is noncompliance, but rather provides a guide for recipients that would like greater certainty of compliance than can be provided by a fact-intensive, four factor analysis. For example, even if a safe harbor is not used, if written translation of a certain document(s) would be so burdensome as to defeat the legitimate objectives of its program, it is not necessary.

Other ways of providing meaningful access, such as effective oral interpretation of certain vital documents, might be acceptable under such circumstances. Strong evidence of compliance with the recipient's written translation obligations under "safe harbor" includes providing written translations of vital documents for each eligible LEP language group that constitutes 5% or 1,000, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally.

This "Safe Harbor" provision applies to the translation of written documents only. It does not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable. Given the low concentration of LEP individuals (as seen in Table #1) we have deemed that the City of Hattiesburg will provide written translations of all vital documents upon request. Vital

documents will include, but not be limited to: the complaint form, complaint procedures, and all public meeting notices.

Providing Notice to LEP Persons

U.S. DOT LEP guidance says:

Once an agency has decided, based on the four factors, that it will provide language service, it is important that the recipient notify LEP persons of services available free of charge. Recipients should provide this notice in languages LEP persons would understand. The guidance provides several examples of notification including:

LEP Page 8

1. Signage in languages that an LEP would understand when free language assistance is available with advance notice.
2. Stating in outreach documents that free language services are available from the agency.
3. Working with community-based organization and other stakeholders to inform LEP individuals of the recipient's services, including the availability of language assistance services. Statements in languages that an LEP individual would understand will be placed in public information and public notices that persons requiring language assistance or special accommodations will be provided the requested assistance at no cost, with reasonable advance notice to the City of Hattiesburg.

Options and Proposed Actions

Options:

Federal fund recipients have two (2) main ways to provide language services: oral interpretation either in person or via telephone interpretation service and written translation. The correct mix should be based on what is both necessary and reasonable in light of the four-factor analysis.

City of Hattiesburg is defining an interpreter as a person who translates spoken language orally, as opposed to a translator, who translates written language and a translator as a person who transfers the meaning of written text from one language into another. The person who translates orally is not a translator, but an interpreter.

Considering the relatively small scale of the City of Hattiesburg, the small concentration of LEP individuals in the service area, and the City's financial resources; it necessary to limit language aid to the most basic and cost-effective services. Other than the previously mentioned vital documents, if there is additional language assistance measures required for LEP individuals, the City shall proceed with oral interpretation options to meet all requests for those language groups to ensure equal access while also complying with LEP regulations.

What the City of Hattiesburg will do? What actions will the City of Hattiesburg take?

- With advance notice of seven calendar days, the City will provide interpreter services at public meetings, including language translation and signage for the hearing impaired.

- The City will utilize the *Translators Resource List* as provided by the LEP Liaison of the City of Hattiesburg for translation services and verbal interpretation.
- Ensure placement of statements in notices and publications in languages other than English that interpreter services are available for public meetings.
- The Census Bureau "I-speak" Language Identification Card will be distributed to all employees that may potentially encounter LEP individuals.
- Once the LEP individual's language has been identified, an agency from the Translator's Resource List will be contacted to provide interpretation services.

LEP Page 9

- Publications of the city's complaint form available at public meetings.

LEP Services

The LEP Liaison will identify and maintain an inventory of Language Assistance Services (LAS) providers available to all City personnel.

- Contract language service providers (LSP). All LAS will be made available to LEP persons at the expense of the City, where the circumstances indicate the provision of LEP services is appropriate and required.

Training

The City of Hattiesburg departments and sub-recipients should know their obligations to provide meaningful access to information and services for LEP persons, and all persons in public contact positions should be properly trained. An effective training objective would likely include training to ensure that:

- City departments/division and sub-recipients know about LEP policies and procedures.
- City departments/division and sub-recipients who have contact with the public (or those in a recipient's custody) are trained to utilize interpreter services effectively.
- City departments/divisions and sub-recipients shall include this training as part of the orientation provided for new employees.

Management staff, even if they do not interact regularly with LEP persons, should be fully aware of and understand the plan so they can reinforce its importance and ensure its implementation by staff. Training will be arranged by the Department of Federal and State Programs

The LEP Liaison and management will, on a continuing basis, identify vital documents that are routinely provided to stakeholders that will be translated into languages other than English. The translation of vital documents into languages other than English is particularly important where a significant number or percentage of the customers served and/or eligible to be served have limited English proficiency. Whether or not a document is vital depends on how significant the impact on the health, safety, legal rights, or livelihood of an LEP person may be. Written documents include electronic documents and web-sites. Vital documents may include materials such as:

- Emergency transportation information;
- Notices of public hearings and proposed transportation plans;
- Community education materials;
- Notices notifying LEP persons of language assistance at no cost to the LEP person;
- Markings, signs and packaging for hazardous materials and substances;
- Signs in waiting rooms, reception areas, and other initial points of entry;
- Instructions on how to participate in a recipient's program.

LEP Page 10

The LEP Liaison will coordinate with the LSP to have identified documents translated accordingly. Translated documents will be made available as requested.

COMPLAINT PROCEDURE

- a. Any LEP individual has a Right to File a Complaint against the city where he or she believes that the city did not provide necessary LEP services as appropriate. These complaints include those available under Title VI of the Civil rights Act of 1964.
- b. All complaints, alleging a violation under Title VI will be referred to the Title VI Coordinator or the City Attorney.
- c. The Title VI Coordinator and the City Attorney will take appropriate steps to resolve all complaints in accordance with the agency's discrimination complaint procedures.
- d. The Title VI Coordinator will maintain a database tracking requests for all complaints and their resolution. The database will include the following items:
 1. Source of complaint
 2. LEP request including relevant contact information
 3. Nature of complaint request
 4. Date complaint/request received
 5. Date complaint/request resolved
 6. Manner of resolution
 7. Comments
- e. Fact-finding procedures by Title VI Coordinator and City Attorney will follow the investigation protocol in the Title VI Plan.
- f. Mediation and Hearings

- g. Interpreters will be made available to hearing participants upon request or where CRD staff identifies a need for an interpreter.

OFFICE ENCOUNTER

1. Provide an I-speak language identification card to determine the language spoken of the LEP individual.
2. Once the foreign language is determined, provide information to Title VI coordinator who will contact an interpreter from the *Translators Resource List*.

LEP Page 11

3. If the need is for a document to be translated, the Title VI Coordinator will have the document translated and provided to the requestor as soon as possible.

ROAD ENCOUNTER

1. Road crew employee will immediately contact the Title VI Coordinator for assistance, and provide an I-speak language identification card to the LEP individual to determine the language spoken of the individual.
2. Once the foreign language is determined, provide information to Title VI Coordinator who will contact an interpreter from the *Translators Resource List* to provide telephonic interpretation.
3. If the need is for a document to be translated, the Title VI Coordinator will have the document translated and provided to the requestor as soon as possible.

IN WRITING

1. Once a letter has been received it will be immediately forwarded to the Title VI Coordinator.
2. The Title VI Coordinator will contact a translator from the *Translators Resource List* to determine the specifics of the letter request information.
3. The Title VI Coordinator will work with the selected agency to provide the requested service to the individual in a timely manner.

OVER THE PHONE

1. If someone calls into our office speaking another language every attempt will be made to keep that individual on the line until an interpreter can be conference into the line and if possible determine the language spoken of the caller.
2. Once the language spoken by the caller has been identified we will proceed with providing the requested assistance to the LEP individual.

LEP Plan Access

A copy of the LEP plan document can be requested at the City of Hattiesburg Department of Federal and State Programs, HPFL-MPO Division. The City of Hattiesburg will also post the LEP

Plan on a bulletin board at the Hattiesburg's City Hall and make the plan available on the City of Hattiesburg website www.hattiesburgms.com.

Any person or agency may also request a copy by contacting:

HPFL-MPO Division Manager
City of Hattiesburg
Federal and State Program
P.O. Box 1898
Hattiesburg, MS 39403-1898
601-545-6259
601-545-6327 fax

41



Title VI Complaint Form
Forma Compatible Con Título 6

Section 1: Sección 1			
Name Nombre:			
Address: Dirección:			
Telephone: <u>El Teléfono</u> (Home): Domicilio		Telephone: <u>el Teléfono</u> (Work): Empleo	
Electronic Mail Address: Dirección de correo electrónico			
Accessible Format Requirements? Requisitos de formato accesible	Large Print Letra grande		Audio Tape Cinta de audio
	Other otro(a)		Other otro(a)
Section 2: Sección 2:			
Are you filing this complaint on your own behalf? ¿Usted está presentando esta queja en su nombre?		* Yes	No
*If you answered "yes" to this question, go to Section 3 Si usted contestó "sí" a esta pregunta, vaya a la Sección			
IF not, please supply the name and relationship of the person for whom you are complaining: Si no, por favor suministre el nombre y la relación de la persona para quien se queja:			
Name Nombre:		Relationship <u>La Relación</u>	
Please explain why you have filed for a third party: Explique por qué ha presentado por un tercero:			
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party. Por favor confirme que ha obtenido el permiso de la parte agraviada si radicara en nombre de un tercero.		* Yes	No
Section 3 Sección 3			
I believe the discrimination I experience was based on (check all that apply): Yo creo que la discriminación que experimento se basó en (marque todas las que apliquen):			
☐ Race Raza	☐ Color Color	☐ National Origin origen nacional	
Date Of Alleged Discrimination (Month, Day, Year): Fecha de la supuesta discriminación (mes, día, año)			
Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all person(s) who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form. Explicar lo más claramente posible lo que ocurrió y por qué usted cree que son objeto de discriminación. Describir todos(s) persona(s) que han participado. Incluir el nombre y la información de contacto de la(s) persona(s) que discrimina contra usted (si se conoce) así como los nombres y la información de contacto de los testigos. Si se necesita más espacio, utilice la parte de atrás de este formulario.			

Section 4 Sección 4:**Have you previously filed a Title VI complaint with this agency?***¿Ha archivado antes un Título VI queja con esta agencia?***Yes****No****Section 5 Sección 5:****Have you filed this complaint with any other Federal, State or local agency, or with any Federal or State Court?** *¿Ha presentado esta queja con cualquier otra Ley Federal, Estatal o local, o con cualquier Tribunal Federal o Estatal?*☐ Yes ☐ No**If yes, check all that apply:** *Si la respuesta es sí, marque todo lo que aplique*☐ **Federal Agency:** *Agencia Federal* _____☐ **Federal Court:** *Tribunal Federal* _____☐ **State Court:** *Tribunal del Estado* _____☐ **State Agency:** *Agencia Estatal* _____☐ **Local Agency:** *Agencia Local* _____**Please provide information about a contact person at the agency/court where the complaint was filed.**
*Sirvanse proporcionar información sobre una persona de contacto en la Agencia/corte donde se presentó la queja.***Name:** *Nombre:* _____**Title:** *El Título* _____**Agency:** *La Agencia* _____**Address:** *La Dirección* _____**Telephone:** *El Teléfono* _____**Section 6 Sección 6:****Name of Agency complaint is Against :** *Nombre de denuncia de la agencia es contra:* _____**Contact person:** *Persona de contacto* _____**Title:** *El Título* _____**Telephone:** *El Teléfono* _____**Signature:** _____ **Date:** _____*La Firma**La Fecha***Please submit this form in person at the address below, or mail this form to:****City of Hattiesburg, Title VI Coordinator****Federal and State Programs****P.O. Box 1898****Hattiesburg, MS 39403-1898**



City of Hattiesburg, MS

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

Master

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Brief Title: Revised 2014 DBE

Final Action: 02/18/2014

Minute Book Number: MB2014-51

Title: Authorize the Mayor to execute and Acknowledge submission of the Revised Disadvantage Business Enterprise (DBE) program goals for FY 2014/2015 in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26 for the City of Hattiesburg as part of Federal Transit Administration Grant (FTA) regulations. This submission is required pursuant to Section 1101(b) of the Transportation Equity Act for the 21st Century and 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs." (DBE 2014)

Notes: Need the Mayors signature on page 2 and need two original signatures.

Sponsors:

Enactment Date:

Attachments: 2014 DBE Revised, executed 2014 DBE Revised

Enactment Number:

Contact: Christine Brown

Meeting Date:

Drafter: KaTonya Darby

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	02/18/2014	Approve				Pass
Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Naylor to Authorize the Mayor to execute and Acknowledge submission of the Revised Disadvantage Business Enterprise (DBE) program goals for FY 2014/2015 in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26 for the City of Hattiesburg as part of Federal Transit Administration Grant (FTA) regulations. This submission is required pursuant to Section 1101(b) of the Transportation Equity Act for the 21st Century and 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs." (DBE 2014)							
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

TEL-No Vote: 0

Text of Legislative File 2014-0913

Title

Authorize the Mayor to execute and Acknowledge submission of the Revised Disadvantage Business Enterprise (DBE) program goals for FY 2014/2015 in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26 for the City of Hattiesburg as part of Federal Transit Administration Grant (FTA) regulations. This submission is required pursuant to Section 1101(b) of the Transportation Equity Act for the 21st Century and 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs." (DBE 2014)

Summary

Revised Disadvantage Business Enterprise 2014 (DBE)

Budget Information

Expenditure Type

Purchasing Item

Publication Information



City of Hattiesburg

Disadvantage Business Enterprise Program

Department of Federal and State Programs

P.O. Box 1898

Hattiesburg, Mississippi 39403-1898

www.hattiesburgms.com

January 2014

The City of Hattiesburg has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The City of Hattiesburg has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the City of Hattiesburg has signed an assurance that it will comply with 49 CFR Part 26.

Table of Contents

Objectives/Policy Statement	Page 2
A. General Requirements	Page 3
B. Administrative Requirements	Page 5
C. Goals, Good Faith Efforts and Counting	Page 8
D. Certification Standards	Page 11
E. Certification Procedures	Page 12
F. Compliance and Enforcement	Page 13
 Attachments	 Page 14
Attachment 1 Organizational Chart	
Attachment 2 DBE Directory	
Attachment 3 Monitoring and Enforcement Mechanisms	
Attachment 4 Overall Goal Calculation	
Attachment 5 Breakout of Estimated Race-Neutral & Race-Conscious Participation	
Attachment 6 Form 1 & 2 for Demonstration of Good Faith Efforts	
Attachment 7 Certification Application Forms	
Attachment 8 Unified Certification Program	
Attachment 9 Procedures for Removal of DBE's Eligibility	
Attachment 10 Regulations: 49 CFR Part 26	
Attachment 11 DBE Definitions	



**DEPARTMENT OF FEDERAL AND STATE PROGRAMS
HUB CITY TRANSIT DIVISION**

**DBE PROGRAM
POLICY STATEMENT**

Section 26.1, 26.23 Objectives/Policy Statements

The City of Hattiesburg has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The City of Hattiesburg [Recipient] has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the City of Hattiesburg has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the City of Hattiesburg to ensure that DBEs are defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT – assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

The Director of the Department of Federal and State Programs has been delegated as the DBE Liaison Officer. In that capacity, the Director is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the City of Hattiesburg in its financial assistance agreements with the Department of Transportation.

The City of Hattiesburg has disseminated this policy statement to the City Council and all of the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts. The DBE Policy Statement is posted on the City of Hattiesburg website and has been mailed to certified DBE business organizations located within the Hattiesburg Urbanized Area and the surrounding counties of Forrest, Lamar, Jones, Marion and Perry.

Mayor, City of Hattiesburg

Date

Attest:

City Clerk, Hattiesburg, Mississippi

(S E A L)

A. GENERAL REQUIREMENTS

Section 26.1 Objectives

The objectives are found in the policy statement on the first page of this program.

Section 26.3 Applicability

The City of Hattiesburg is the recipient of federal-aid highway funds authorized under Titles I and V of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA), Pub. L. 102-240, 105 Stat. 1914, Titles I, III, and V of the Transportation Equity Act for the 21st Century (TEA-21, Pub. L. 105-178, 112 Stat. 107.

The City of Hattiesburg is the recipient of federal transit funds authorized by Titles I, III, V, and VI of ISTEA, Pub. L. 102-240 or by Federal transit laws in Title 49, U.S. Code, or Titles I, II, and V of the TEA-21, Pub. L. 105-178.

Section 26.5 Definitions

The City of Hattiesburg will adopt, as a part of this document the definitions contained in 49 CFR § 26.5 for this program (see “Definitions of Terms” section of this document).

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Section 26.7 Non-discrimination Requirements

The City of Hattiesburg will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the City of Hattiesburg will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11 Record Keeping Requirements

Reporting to DOT: 26.11(b)

City of Hattiesburg shall report DBE participation to DOT as follows:

City of Hattiesburg shall report DBE participation on a semi-annual basis, using DOT Form 4630. These reports shall reflect payments actually made to DBE’s on DOT-assisted contracts.

Bidders List: 26.11(c)

City of Hattiesburg will create a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts. The purpose of this requirement is to allow use of the

bidder's list approach to calculating overall goals. The bidder list will include the name, address, DBE non-DBE status, age, and annual gross receipts of firms.

The City of Hattiesburg shall collect this information in the following ways:

1. All contracts shall require prime bidders to report the names/addresses, and other pertinent information of all firms that gave quotes to them for any subcontracted work.
2. Require all prime bidders to request that firms quoting on subcontracts to report information on their firm directly to the City of Hattiesburg.
3. Any other method deemed to be sound and accurate at the time of the bid.

Section 26.13 Federal Financial Assistance Agreement

City of Hattiesburg has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

Assurance: 26.13(a)

City of Hattiesburg shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26.

City of Hattiesburg shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The City of Hattiesburg's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the City of Hattiesburg of its failure to carry out its approved program, the Department may impose sanction as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

This language (verbatim) will appear in financial assistance agreements with sub recipients.

Contract Assurance: 26.13b

City of Hattiesburg will ensure that the following clause is placed in every DOT-assisted contract and subcontract:

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

This language (verbatim) will appear in financial assistance agreements with sub recipients.

SUBPART B - ADMINISTRATIVE REQUIREMENTS

Section 26.21 DBE Program Updates

Since the City of Hattiesburg has received a grant of \$250,000 or more in FTA planning, capital, and/or operating assistance in a federal fiscal year the City of Hattiesburg will continue to carry out this program until all funds from DOT financial assistance have been expended. The City of Hattiesburg will provide to DOT updates representing significant changes in the program.

Section 26.23 Policy Statement

The Policy Statement is elaborated on the first page of this program.

Section 26.25 DBE Liaison Officer (DBELO)

The City of Hattiesburg has designated the following individual as the DBE Liaison Officer:

*Director
Federal and State Programs
The City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898
(Phone) 601-545-4590 (Fax) 601-545-6327
(Email) mpo@hattiesburgms.com*

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the City of Hattiesburg complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the City of Hattiesburg's Office of the Mayor concerning DBE program matters. An organization chart displaying the DBELO's position in the organization is found in **Attachment #1** to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The DBELO has a staff of three (3) to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals attainment and identifies ways to improve progress.
6. Analyzes the City of Hattiesburg's progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the governing body on DBE matters and achievement.
9. Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.

10. Plans and participates in DBE training seminars.
11. Certifies DBEs according to the criteria set by DOT and acts as liaison to the Uniform Certification Process in the State of Mississippi.
12. Provides outreach to DBEs and community organizations to advise them of opportunities.
13. Maintains the City of Hattiesburg's updated directory on certified DBEs.

Section 26.27 DBE Financial Institutions

It is the policy of the City of Hattiesburg's to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contract to make use of these institutions. The City of Hattiesburg's has made phone calls to all financial institutions within the City of Hattiesburg's in an effort to identify and use such institutions.

Information on the availability of such institutions can be obtained from the DBE Liaison Officer.

Section 26.29 Prompt Payment Mechanisms

The City of Hattiesburg will include the following clause in each DOT-assisted prime contract:

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the City of Hattiesburg.

The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Hattiesburg. This clause applies to both DBE and non-DBE subcontracts.

Section 26.31 Directory

The City of Hattiesburg participates in the State of Mississippi's Disadvantaged Business Enterprises Unified Certification Program. Under this program, the Mississippi Department of Transportation (MDOT) maintains a directory identifying all firms eligible to participate as DBEs. The directory lists the firm's name, address, phone number, date of the most recent certification, and the type of work the firm has been certified to perform as a DBE. MDOT revises the Directory annually. The City of Hattiesburg makes the Directory available as follows:

1. A link on the City of Hattiesburg website under the Department of Federal and State Program Metropolitan Planning Organization.
2. A copy is kept in the Office of the Department of Federal and State Programs office located at 200 Forrest Street, Hattiesburg, MS 39401 and the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization, 308 Newman Street, Hattiesburg, MS 39401 at all times.

The Directory may be found in **Attachment #2** of this program document.

Section 26.33 Over Concentration

The City of Hattiesburg has not identified that over concentration exists in the types of work that DBEs perform.

Section 26.35 Business Development Programs

The City of Hattiesburg has not established a business development program. We will re-evaluate the need for such a program every two years.

Section 26.37 Monitoring and Enforcement Mechanisms

The City of Hattiesburg shall take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. The City of Hattiesburg shall bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109.
2. The City of Hattiesburg shall consider similar action under our own legal authorities, including responsibility determinations in future contracts. **Attachment #3** lists the regulation, provisions, and contract remedies available to The City of Hattiesburg in the events of non-compliance with the DBE regulation by a participant in our procurement activities.
3. The City of Hattiesburg shall monitor, enforce, and verify that work committed to DBEs at contract award is actually performed by the DBEs.
4. The City of Hattiesburg shall keep a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

Section 26.39 Small Business Provision

The City of Hattiesburg is available to provide quality technical assistance, resources, guidance, and any other information in regards to the Small Business Development Program.

SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

The City of Hattiesburg does not use quotas in any way in the administration of this DBE program.

Section 26.45 Overall Goals

A description of the methodology to calculate the overall goal and the goal calculations can be found in ***Attachment #4*** to this program. This section of the program will be updated annually.

In accordance with Section 26.45(f) The City of Hattiesburg shall submit its overall goal to DOT on August 1 of each year. Before establishing the overall goal each year, The City of Hattiesburg shall consult with the minority, women and general contractor groups as well as other community organizations in an effort to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the City of Hattiesburg efforts to establish a level playing field for the participation of DBEs.

Following this consultation, the City of Hattiesburg will publish a notice in the newspaper of largest circulation in the City of Hattiesburg (The Hattiesburg American and the Clarion Ledger) and on its website of the proposed overall goals, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at its principal office for 30 days following the date of the notice, and inform the public that the City of Hattiesburg and DOT will accept comments on the goals for 45 days from the date of the notice. Normally, this notice will be issued by June 1 of each year. The notice will include addresses to which comments may be sent and addresses (including offices and websites) where the proposal may be reviewed. The City of Hattiesburg's overall goal submission to DOT will include a summary of information and comments received during this public participation process and our responses.

The City of Hattiesburg will begin using its overall goal on November 1 of each year, unless it has received other instructions from DOT. If the city establishes a goal on a project basis, we will begin using our goal by the time of the first solicitation for a DOT-assisted contract for the project.

Section 26.49 Transit Vehicle Manufacturers Goals

The City of Hattiesburg will require each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, to certify that it has complied with the requirements of this section. Alternatively, the City of Hattiesburg may, at its discretion and with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of the transit vehicle manufacturer complying with this element of the program.

Section 26.51 Meeting Overall Goals/Contract Goals

Breakout of Estimated Race-Neutral & Race-Conscious Participation

The breakout of estimated race-neutral and race-conscious participation can be found in **Attachment #5** to this program. This section of the program will be updated when the goal calculation is updated.

Contract Goals

The City of Hattiesburg shall use contract goals to meet any portion of the overall goal that City of Hattiesburg does not project being able to meet using race-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of City of Hattiesburg's overall goal that is not projected to be met through the use of race-neutral means. City of Hattiesburg shall establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. City of Hattiesburg need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work.) We will express our contract goals as a percentage of the total amount of a DOT-assisted contract.

Section 26.53 Good Faith Efforts Procedures

Demonstration of good faith efforts (26.53(a) & (c) the obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in **Appendix A to Part 26**. The Transit Administrator is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsible.

The City of Hattiesburg shall ensure that all information is complete and accurate and adequately documents the bidder/offer's good faith efforts before it commits to the performance of the contract by the bidder/offeror. Information to be submitted (26.53(b))

The City of Hattiesburg treats bidder/offers' compliance with good faith efforts' requirements as a matter of responsibility.

Each solicitation for which a contract goal has been established shall require the bidders/offerors to submit the following information:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractors commitment and
6. If the contract goal is not met, evidence of good faith efforts.

Administrative reconsideration (26.53(d))

Within 10 days of being informed by the City of Hattiesburg that it is not responsible because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the City of Hattiesburg:

*Director
Federal and State Programs
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898
(Phone) 601-545-4590
(Fax) 601-545-6327
(Email) mpo@hattiesburgms.com*

The Director of Federal and State Programs will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts. As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with the Director of Federal and State Programs to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The Director of Federal and State Programs shall send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts when a DBE is replaced on a contract (26.53(f))

The City of Hattiesburg shall require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. The City of Hattiesburg shall require the prime contractor to notify the DBE Liaison Officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation. In this situation, the city will require the prime contractor to obtain its prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

If the contractor fails or refuses to comply in the time specified, the City of Hattiesburg shall issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the City of Hattiesburg may proceed with a breach of contract action pursuant to the terms of the contract and the laws of the State of Mississippi.

Sample Bid Specification:

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the City of Hattiesburg to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offers, including those who qualify as a DBE. A DBE contract goal of 1% percent has been established for this contract. The bidder/offers shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offers will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offers' commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (5) if the contract goal is not met, evidence of good faith efforts. This prime Contractor obligation can be met by completing Form 1 and Form 2 as found in **Attachment #6**.

Section 26.55 Counting DBE Participation

The City of Hattiesburg shall count DBE participation toward overall and contract goals as provided in 49 CFR 26.55.

SUBPART D – CERTIFICATION STANDARDS

Section 26.61 – 26.73 Certification Process

The City of Hattiesburg shall use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. The City shall make certification decisions based on the facts as a whole. For information about the certification process or to apply for certification, firms should contact:

*HPFL-MPO Division Manager
Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization
P.O. Box 1898
Hattiesburg, MS 39403-1898
(Phone) 601-545-6259 (Fax) 601-545-6327
(Email) mpo@hattiesburgms.com*

The City of Hattiesburg certification application forms and documentation requirements are found in **Attachment #7** to this program.

SUBPART E – CERTIFICATION PROCEDURES

Section 26.81 Unified Certification Programs

The City of Hattiesburg is a member of a Unified Certification Program (UCP) administered by the Mississippi Department of Transportation (MDOT). The UCP will meet all of the requirements of this section. This UCP can be found at **Attachment #8**.

Section 26.83 Procedures for Certification Decisions

Re-certifications 26.83(a) & (c) the City of Hattiesburg was not required to have a DBE program under former part 23 and therefore is not required to participate in any re-certifications. For firms that the City has certified or reviewed and found eligible under part 26, we will again review their eligibility every three (3) years. These reviews will include the following components:

1. Completion of new application, including Financial Statement(s)
2. Review of application and components “No Change” Affidavits and Notices of Change (26.83(j)) the City shall require all DBEs to inform it, in a written affidavit, of any change in its circumstances affecting its ability to meet size, disadvantaged status, ownership or control criteria of 49 CFR Part 26 or of any material changes in the information provided with the city’s application for certification.

The City shall also require all owners of all DBEs the City has certified to submit, on the anniversary date of their certification, a “no change” affidavit meeting the requirements of 26.83(j). The test of this affidavit is the following:

I swear (or affirm) that there have been no changes in the circumstances of [name of DBE firm] affecting its ability to meet the size, disadvantaged status, ownership, or control requirements of 49 CFR part 26. There have been no material changes in the information provided with [name of DBE]’s application for certification, except for any changes about which you have provided written notice to the City under 26.83(j). [Name of firm] meets Small Business Administration (SBA) criteria for being a small business concern and its average annual gross receipts (as defined by SBA rules) over the firm’s previous three fiscal years do not exceed \$16.6 million. The City shall require DBEs to submit with this affidavit documentation of the firm’s size and gross receipts. The City shall notify all currently certified DBE firms of these obligations by mail on an annual basis. This notification will inform DBEs that to submit the “no change” affidavit, their owners must swear or affirm that they meet all regulatory requirements of part 26, including personal net worth. Likewise, if a firm’s owner knows or should know that he or she, or the firm, fails to meet a part 26 eligibility requirement (e.g. personal net worth), the obligation to submit a notice of change applies.

Section 26.85 Denials of Initial Requests for Certification

If the City of Hattiesburg denies a firm’s application or decertifies it, it may not reapply until 12 months have passed from the date of the denial.

Section 26.87 Removal of a DBE’s Eligibility

In the event that the City of Hattiesburg proposes to remove a DBE’s certification, it will follow procedures consistent with 26.87. **Attachment #9** to this program sets forth these procedures in detail. To ensure separation of functions in a de-certification, the City has determined that the Director of Federal and State Programs will serve as the decision-maker in de-certification proceedings. The City has established an administrative “firewall” to ensure that the Director of Federal and State Programs will not have participated in any way in the de-certification proceeding against the firm (including in the decision to initiate such a proceeding).

Section 26.89 Certification Appeals

Any firm or complainant may appeal the City of Hattiesburg decisions in certification matters to DOT. Such appeals may be sent to:

Department of Transportation
Office of Civil Rights Certification Appeals Branch
400 7th Street, SW
Room 2104
Washington, D.C. 20590

The City shall promptly implement any DOT certification appeal decisions affecting the eligibility of DBEs for our DOT-assisted contracting (e.g., certify a firm if DOT has determined that our denial of its application was erroneous).

SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.109 Information, Confidentiality, Cooperation

The City of Hattiesburg shall safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law.

Notwithstanding any contrary provisions of state or local law, the City of Hattiesburg shall not release personal financial information submitted in response to the personal net worth requirement to a third party (other than DOT) without the written consent of the submitter.

Monitoring Payments to DBEs

The City of Hattiesburg shall require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records shall be made available

for inspection upon request by any authorized representative of the City or DOT. This reporting requirement also extends to any certified DBE subcontractor. The City shall perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

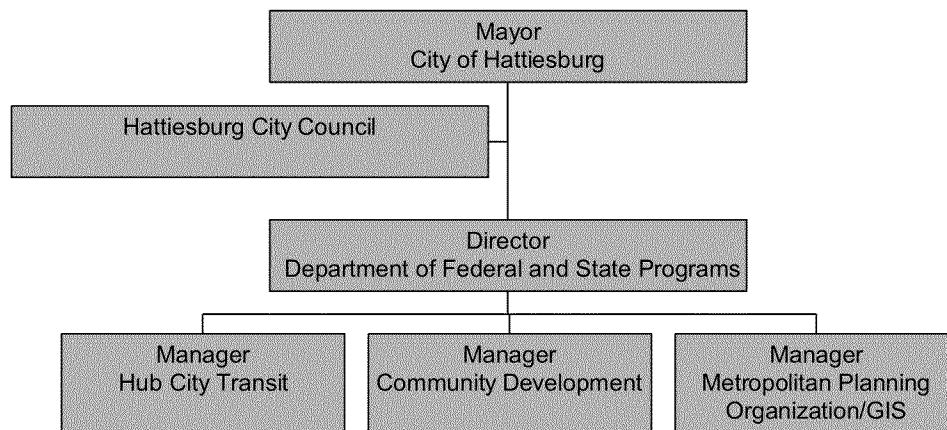
ATTACHMENTS

- Attachment 1 Organizational Chart
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- Attachment 4 Overall Goal Calculation
- Attachment 5 Breakout of Estimated Race-Neutral & Race-Conscious Participation
- Attachment 6 Form 1 & 2 for Demonstration of Good Faith Efforts
- Attachment 7 Certification Application Forms
- Attachment 8 Unified Certification Program
- Attachment 9 Procedures for Removal of DBE's Eligibility
- Attachment 10 Regulations: 49 CFR part 26
- Attachment 11 DBE Definitions

ATTACHMENT (1)

Department of Federal and State Programs Organizational Chart

City of Hattiesburg Department of Federal and State Programs



ATTACHMENT (2)

DBE DIRECTORY

http://mdot.ms.gov/bidsystem_data/bidderspdf/DBE%20Listing.pdf

The City of Hattiesburg maintains a directory identifying all firms eligible to participate as DBEs. The directory lists the firm's name, address, phone number, date of most recent certification, and the type of work the firm has been certified to perform as DBE. We will use the Directory of the State of Mississippi Department of Transportation List of Certified DBE Contractors. The Directory will be made available at the City of Hattiesburg City Clerk's Desk.

ATTACHMENT (3)

Monitoring and Enforcement Mechanisms

In addition, the federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE program, including, but not limited to, the following:

1. Suspension or debarment proceedings pursuant to 49 CFR part 26
2. Enforcement action pursuant to 49 CFR part 31
3. Prosecution pursuant to 18 USC 1001.

We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109. We also will consider similar action under our own legal authorities, including responsibilities determinations in future contracts.

ATTACHMENT (4)

Section 26.45: Overall Goal Calculation

Amount of Goal

1. The City of Hattiesburg's overall goal for the following time period 2014-2015 is the following: 1% of the Federal financial assistance we will expend in DOT-assisted contracts.

Methodology used to Calculate Overall Goal

The methodology used to calculate the relative availability of DBE's is a percentage figure calculated by dividing the number of representing available DBE's by a number of businesses representing all firms.

The data source to determine the base figure for relative DBE's was calculated as follows:

Ready, Willing and Able DBE's	128		
Base Figure =	-----	-----	= 1.7%
	All firms ready, willing and able	2230	

The data source or demonstrated evidence used to derive the numerator was the Mississippi Contract Procurement Center located in Biloxi, Mississippi for Small Businesses and the Mississippi Department of Transportation Web Page Site for Disadvantage Business Enterprise (DBE's).

The data source or demonstrated evidence used to derive the denominator was the U.S. Census Bureau County Business Pattern for Forrest County, Mississippi. The City established its goals based on a methodology that takes into account several factors contained in 49 CFR 26.45. These factors include: use of other DBE directories, Census Bureau data, use of alternative methods, adjusting for demonstrated evidence of local market conditions. Data to support this methodology was obtained from available DBE directories.

When we divided the numerator by the denominator we arrived at the base figure for our overall goal and that number was 1.0%. After calculating a base figure of the relative availability of DBE's evidence was examined to determine what adjustment was needed to the base figure in order to arrive at the overall goal. In order to reflect as accurately as possible the DBE participation, we have no adjustments to our base figure of 1.0%.

The reason we chose not to adjust our figure using this data was that it reflected the number of qualified/certified businesses that met the standards of DBE certification. The "relative availability" of DBE's in Hattiesburg contracting areas is estimated at 1.0%. This figure was derived by comparing the number of certified DBE's in Standard Industrial Classification (SIC) Codes with the total number of small businesses in the SIC code

that are thought to be ready, willing and able to bid on contracts and subcontracts. Some SIC codes do little transit work. In doing so, the City has determined because of the limited number of DBE firms, it is necessary for the City not to adjust the base figure.

Attachment 5

BREAKOUT OF ESTIMATED RACE-NEUTRAL AND RACE-CONSCIOUS PARTICIPATION

The City of Hattiesburg will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating DBE participation. The City of Hattiesburg will attempt to use the following race neutral means to increase DBE participation:

1. Arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE's and other small businesses;
2. Providing technical assistance and other services;
3. Carrying out information and communications programs on contracting procedures and specific contract opportunities;

We estimate that, in meeting our overall goal of 2.0%, we obtain 1.0% from race-neutral and 1.0% through race-conscious measures. The City of Hattiesburg has DBE history for its transit services. Therefore, the City will establish contract goals to meet any portion of its overall goal that it does not project being able to meet using race-neutral means.

The following is a summary of the basis of our estimated breakout of race-neutral and race-conscious including the use of outside directories, census data and other related facts to determine relative availability.

MEANS TO MEET OVERALL GOALS

The City of Hattiesburg will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating DBE participation.

The City of Hattiesburg will attempt to use the following race-neutral means to increase DBE participation:

Arrange solicitations, times for presentation of bids, quantities, specifications and delivery schedules in ways that facilitate DBE's and other small business participation.

- Provide technical assistance and other services;
- Provide services to help DBE's and other small businesses improve long-term development, increase opportunities to participate in a variety of kind of work;
- Carrying out information and communications programs on contracting procedures and specific contract opportunities;
- The City of Hattiesburg established a contract goal to meet any portion of its overall goal does not project being able to meet using race-neutral means.

We estimate that, in meeting our overall goal of 2.0%, we will obtain 1.0% from race neutral and 1.0% through race conscious measures. Because of the lack of DBE firms and because of the procurement requirements germane to the City of Hattiesburg, the City of Hattiesburg will ensure that the DBE program continues to be tailored to overcome the effects of discrimination.

The following is a summary of the basis of our estimated breakout of race-neutral and race-conscious DBE participation:

The City of Hattiesburg will establish goals to determine race-neutral and race-conscious including the use of outside directories, census data and other related facts to determine relative availability.

The City of Hattiesburg will make an effort to collect data as a result of this program, will review performance data including race-neutral and race-conscious means and their effectiveness, and will participate in outreach meetings with both DBE's and non DBE's willing to participated in transit programs.

Attachment 6

Form 1 for Demonstration of Good Faith Efforts

[Forms 1 and 2 should be provided as part of the solicitation documents.]

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of _____ % DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of _____ %) is committed to a minimum of _____ % DBE utilization on this contract a submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No. _____

By _____
(Signature)

Title

Attachment 6

Forms 2 for Demonstration of Good Faith Efforts

FORM 2: LETTER OF INTENT

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above.
The estimated dollar value of this work is \$ _____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By _____
(Signature)

(Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

Attachment 7

Certification Application Forms

This application can be obtained from the Mississippi Department of Transportation Website.

http://www.gomdot.com/Divisions/CivilRights/Resources/Forms/pdf/UCP_Application.pdf

Attachment 8

Unified Certification Program

<http://sp.gomdot.com/Civil%20Rights/Documents/Unified%20Certification/UCPPProgramfinal.pdf>

Attachment 9

Procedures for Removal of DBE's Eligibility

The procedure for removal of DBE's Eligibility can be obtained from the Mississippi Department of Transportation website listed below:

<http://www.gomdot.com/Divisions/CivilRights/Resources/Programs/DBE/pdf/>

Any person may file a written complaint alleging that a currently certified firm is ineligible. The complaint must specify the reasons why the firm is ineligible. The complaint will be investigated by the certifying agency. The records on the firm will be reviewed along with any information or supporting documentation provided by the complainant. The confidentiality of the complainant's identity will be protected as provided in paragraph 26.109(b). Additional information may be requested from the firm to properly investigate the complaint.

If there is a reasonable cause to believe the firm is ineligible, the reviewing agency must provide written notice to the firm setting forth the reasons for the recommendation to find the firm ineligible. All statements of reasons for findings on the issue of reasonable cause must specifically reference the evidence in the record on which each reason is based.

If, based on notification by the firm of a change in its circumstances or other information that comes to the certifying agency's attention, it is determined that there is reasonable cause to believe that a currently certified firm is ineligible, written notice must be provided to the firm that the agency proposes to find the firm ineligible setting forth the reasons for the determination.

When the firm is notified there is reasonable cause to remove its eligibility, the firm must be given the opportunity for an informal hearing. The firm must follow the Appeal Process as outlined in the next section of this document.

Appeal Process

A DBE whose eligibility is removed by a recipient may make a written request to appeal that decision within 30 days of the letter of removal. Upon receipt of the request for an appeal, the denying agency

must contact MDOT to schedule a hearing. In order to maintain consistency, MDOT will be responsible for scheduling the hearings and for all administrative costs associated with holding the hearing. The removing agency will be responsible for providing legal representation, expert witness testimony and the production of records at its own costs. Full cooperation with the hearing officer is also required.

At the conclusion of the hearing, an official transcript will be provided to the parties. The hearing officer will render a decision within seven (7) days. The recommendation will be forwarded to the parties. Either party may file written objections within ten (10) days of receipt of the hearing officer's report. A copy must be provided to the opposing party by certified mail. The opposing party may submit a written response to objections within seven (7) days. The denying agency may refer the matter back to the hearing officer for consideration of the objections and responses. The hearing officer shall consider these objections and submit a supplementary report and recommendation to the denying agency within five (5) days after such referral. The denying agency will render a decision within fourteen (14) days after the expiration of the time for submissions from the opposing party and the hearing officer.

The opposing party may appeal an adverse determination by the denying agency as provided under CFR part 26, subpart E pursuant to 49 CFR Section 26.89 to the United States Department of Transportation. A letter must be sent to the Department within 90 days of the date of the denying agency's final decision, containing information and arguments concerning why the denying agency's decision should be reversed. The firm which is removed from certification will not be eligible to reapply to be certified for a minimum of 12 months from the date it was removed.

Attachment 10

Regulations: 49 CFR Part 26

The regulations may be reviewed on the Mississippi Department of Transportation Website listed below:

<http://www.gomdot.com/Divisions/CivilRights/Resources/Programs/DBE/pdf/>

Attachment 11

Definitions of Terms

49 CFR §26.5.

Affirmative Action means taking specific steps to eliminate discrimination and its effects, to ensure nondiscriminatory results and practices in the future, and to involve disadvantaged business enterprises fully in contracts and programs funded by the Department.

Alaska Native means a citizen of the United States who is a person of one-fourth degree or more Alaskan Indian (including Tsimshian Indians not enrolled in the Metlaktia Indian Community), Eskimo, or Aleut blood, or a combination of those bloodlines. The term includes, in the absence of proof of a minimum blood quantum, any citizen whom a Native village or Native group regards as an Alaska Native if their father or mother is regarded as an Alaska Native.

Alaska Native Corporation (ANC) means any Regional Corporation, Village Corporation, Urban Corporation or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.)

Applicant means one who submits an application, request, or plan to be approved by a Department official or by a primary recipient as a condition to eligibility for DOT financial assistance.

Application means such an application, request or plan.

Compliance means that a recipient has correctly implemented the requirements of this part.

Contract means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them.

Contractor means one who participates, through a contract or subcontract (at any tier), in a DOT-assisted highway, transit, or airport program.

Department or DOT means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).

Disadvantaged business enterprise or DBE means a for-profit small business concern –
(1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

DOT-assisted contract means any contract between a recipient and a contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees, except a contract solely for the purchase of land.

Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

Immediate family member means father, mother, husband, wife, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, mother-in-law, or father-in-law.

Indian tribe means any Indian tribe, band, nation, or other organized group or community of Indians, including any ANC, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians, or is recognized as such by the State in which the tribe, band, nation, group, or community resides. See definition of “tribally-owned concern” in this section.

Joint venture means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

Native Hawaiian means any individual whose ancestors were natives, prior to 1778, of the area, which now comprises the State of Hawaii.

Native Hawaiian Organization means any community service organization serving Native Hawaiians in the State of Hawaii, which is a not-for-profit organization, chartered by the State of Hawaii, is controlled by Native Hawaiians, and whose business activities will principally benefit such Native Hawaiians.

Noncompliance means that a recipient has not correctly implemented the requirements of this part.

Operating Administration or OA means any of the following parts of DOT: the Federal Aviation Administration (FAA), Federal Highway Administration (FHWA), and Federal Transit Administration (FTA). The “Administrator” of an operating administration includes his or her designees.

Personal net worth means the net value of the assets of an individual remaining after total liabilities are deducted. An individual’s personal net worth does not include: The individual’s ownership interest in an applicant or participating DBE firm; or the individual’s equity in his or her primary place of residence. An individual’s personal net worth includes only his or her own share of assets held jointly or as community property with the individual’s spouse.

Primary industry classification means the four digit Standard Industrial Classification (SIC) code designation, which best describes the primary business of a firm. The SIC code designations are described in the Standard Industry Classification Manual. As the North American Industrial Classification System (NAICS) replaces the SIC system, references to SIC codes and the SIC Manual are deemed to refer to the NAICS manual and applicable codes. The SIC Manual and the NAICS Manual are available through the National Technical Information Service (NTIS) of the U.S. Department of Commerce (Springfield, VA, 22261). NTIS also makes materials available through its web site (www.ntis.gov/naics).

Primary recipient means a recipient that receives DOT financial assistance and passes some or all of it on to another recipient.

Principal place of business means the business location where the individuals who manage the firm’s day-to-day operations spend most working hours and where top management’s business records are kept. If the offices from which management is directed and where business records are kept are in different locations, the recipient will determine the principal place of business for DBE program purposes.

Program means any undertaking on a recipient’s part to use DOT financial assistance, authorized by the laws to which this part applies.

Race-conscious measure or program is one that is focused specifically on assisting only DBEs, including women-owned DBEs.

Race-neutral measure or program is one that is, or can be, used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

Recipient is any entity, public or private, to which DOT financial assistance is extended, whether directly or through another recipient, through the programs of the FAA, FHWA, or FTA, or who has applied for such assistance.

Secretary means the Secretary of Transportation or his/her designee.

Set-aside means a contracting practice restricting eligibility for the competitive award of a contract solely to DBE firms.

Small Business Administration or SBA means the United States Small Business Administration.

Small business concern means, with respect to firms seeking to participate as DBEs in DOT assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).

Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is –

(1) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

1. “Black Americans,” which includes persons having origins in any of the Black racial groups of Africa;
2. “Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
3. “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
4. “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
5. “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
6. Women;
7. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

Tribally owned concerns means any concern at least 51 percent owned by an Indian tribe as defined in this section.

You refers to a recipient, unless a statement in the text of this part or the context requires otherwise (i.e. “You must do XYZ” means that recipients must do XYZ).

Public Participation

The City of Hattiesburg published our goal information in these publications:

The Hattiesburg American & the Clarion Ledger (date)

The City of Hattiesburg website (www.hattiesburgms.com)

The City of Hattiesburg held a public hearing on _____ @ _____ pm in _____ of the building of the Hattiesburg Intermodal Facility, 308 Newman Street, Hattiesburg, MS 39401. Attached are the documents that were available for distribution to attendees. Unfortunately, there were no attendees, as noted on attached sign in sheet.

The City of Hattiesburg received comments from these individuals or organizations:

No Comments

Summaries of these comments are as follows:

No Comments

The City of Hattiesburg responses to these comments are:

No Comments



City of Hattiesburg

Disadvantage Business Enterprise Program

Department of Federal and State Programs

P.O. Box 1898

Hattiesburg, Mississippi 39403-1898

www.hattiesburgms.com

January 2014

The City of Hattiesburg has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The City of Hattiesburg has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the City of Hattiesburg has signed an assurance that it will comply with 49 CFR Part 26.

Table of Contents

Objectives/Policy Statement	Page 2
A. General Requirements	Page 3
B. Administrative Requirements	Page 5
C. Goals, Good Faith Efforts and Counting	Page 8
D. Certification Standards	Page 11
E. Certification Procedures	Page 12
F. Compliance and Enforcement	Page 13
Attachments	Page 14
Attachment 1 Organizational Chart	
Attachment 2 DBE Directory	
Attachment 3 Monitoring and Enforcement Mechanisms	
Attachment 4 Overall Goal Calculation	
Attachment 5 Breakout of Estimated Race-Neutral & Race-Conscious Participation	
Attachment 6 Form 1 & 2 for Demonstration of Good Faith Efforts	
Attachment 7 Certification Application Forms	
Attachment 8 Unified Certification Program	
Attachment 9 Procedures for Removal of DBE's Eligibility	
Attachment 10 Regulations: 49 CFR Part 26	
Attachment 11 DBE Definitions	



**DEPARTMENT OF FEDERAL AND STATE PROGRAMS
HUB CITY TRANSIT DIVISION**

**DBE PROGRAM
POLICY STATEMENT**

Section 26.1, 26.23 Objectives/Policy Statements

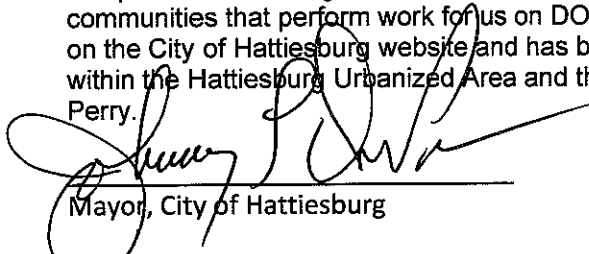
The City of Hattiesburg has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The City of Hattiesburg [Recipient] has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the City of Hattiesburg has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the City of Hattiesburg to ensure that DBEs are defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT – assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

The Director of the Department of Federal and State Programs has been delegated as the DBE Liaison Officer. In that capacity, the Director is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the City of Hattiesburg in its financial assistance agreements with the Department of Transportation.

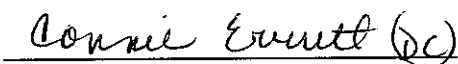
The City of Hattiesburg has disseminated this policy statement to the City Council and all of the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts. The DBE Policy Statement is posted on the City of Hattiesburg website and has been mailed to certified DBE business organizations located within the Hattiesburg Urbanized Area and the surrounding counties of Forrest, Lamar, Jones, Marion and Perry.


Mayor, City of Hattiesburg

2-18-14

Date

Attest:


City Clerk, Hattiesburg, Mississippi

(SEAL)

A. GENERAL REQUIREMENTS

Section 26.1 Objectives

The objectives are found in the policy statement on the first page of this program.

Section 26.3 Applicability

The City of Hattiesburg is the recipient of federal-aid highway funds authorized under Titles I and V of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA), Pub. L. 102-240, 105 Stat. 1914, Titles I, III, and V of the Transportation Equity Act for the 21st Century (TEA-21, Pub. L. 105-178, 112 Stat. 107.

The City of Hattiesburg is the recipient of federal transit funds authorized by Titles I, III, V, and VI of ISTEA, Pub. L. 102-240 or by Federal transit laws in Title 49, U.S. Code, or Titles I, II, and V of the Teas-21, Pub. L. 105-178.

Section 26.5 Definitions

The City of Hattiesburg will adopt, as a part of this document the definitions contained in 49 CFR § 26.5 for this program (see "Definitions of Terms" section of this document).

Section 26.7 Non-discrimination Requirements

The City of Hattiesburg will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the City of Hattiesburg will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11 Record Keeping Requirements

Reporting to DOT: 26.11(b)

City of Hattiesburg shall report DBE participation to DOT as follows:

City of Hattiesburg shall report DBE participation on a semi-annual basis, using DOT Form 4630. These reports shall reflect payments actually made to DBE's on DOT-assisted contracts.

Bidders List: 26.11(c)

City of Hattiesburg will create a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts. The purpose of this requirement is to allow use of the

bidder's list approach to calculating overall goals. The bidder list will include the name, address, DBE non-DBE status, age, and annual gross receipts of firms.

The City of Hattiesburg shall collect this information in the following ways:

1. All contracts shall require prime bidders to report the names/addresses, and other pertinent information of all firms that gave quotes to them for any subcontracted work.
2. Require all prime bidders to request that firms quoting on subcontracts to report information on their firm directly to the City of Hattiesburg.
3. Any other method deemed to be sound and accurate at the time of the bid.

Section 26.13 Federal Financial Assistance Agreement

City of Hattiesburg has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

Assurance: 26.13(a)

City of Hattiesburg shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26.

City of Hattiesburg shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The City of Hattiesburg's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the City of Hattiesburg of its failure to carry out its approved program, the Department may impose sanction as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

This language (verbatim) will appear in financial assistance agreements with sub recipients.

Contract Assurance: 26.13b

City of Hattiesburg will ensure that the following clause is placed in every DOT-assisted contract and subcontract:

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

This language (verbatim) will appear in financial assistance agreements with sub recipients.

SUBPART B - ADMINISTRATIVE REQUIREMENTS

Section 26.21 DBE Program Updates

Since the City of Hattiesburg has received a grant of \$250,000 or more in FTA planning, capital, and/or operating assistance in a federal fiscal year the City of Hattiesburg will continue to carry out this program until all funds from DOT financial assistance have been expended. The City of Hattiesburg will provide to DOT updates representing significant changes in the program.

Section 26.23 Policy Statement

The Policy Statement is elaborated on the first page of this program.

Section 26.25 DBE Liaison Officer (DBELO)

The City of Hattiesburg has designated the following individual as the DBE Liaison Officer:

*Director
Federal and State Programs
The City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898
(Phone) 601-545-4590 (Fax) 601-545-6327
(Email) mpo@hattiesburgms.com*

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the City of Hattiesburg complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the City of Hattiesburg's Office of the Mayor concerning DBE program matters. An organization chart displaying the DBELO's position in the organization is found in **Attachment #1** to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The DBELO has a staff of three (3) to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals attainment and identifies ways to improve progress.
6. Analyzes the City of Hattiesburg's progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the governing body on DBE matters and achievement.
9. Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.

10. Plans and participates in DBE training seminars.
11. Certifies DBEs according to the criteria set by DOT and acts as liaison to the Uniform Certification Process in the State of Mississippi.
12. Provides outreach to DBEs and community organizations to advise them of opportunities.
13. Maintains the City of Hattiesburg's updated directory on certified DBEs.

Section 26.27 DBE Financial Institutions

It is the policy of the City of Hattiesburg's to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contract to make use of these institutions. The City of Hattiesburg's has made phone calls to all financial institutions within the City of Hattiesburg's in an effort to identify and use such institutions.

Information on the availability of such institutions can be obtained from the DBE Liaison Officer.

Section 26.29 Prompt Payment Mechanisms

The City of Hattiesburg will include the following clause in each DOT-assisted prime contract:

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the City of Hattiesburg.

The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Hattiesburg. This clause applies to both DBE and non-DBE subcontracts.

Section 26.31 Directory

The City of Hattiesburg participates in the State of Mississippi's Disadvantaged Business Enterprises Unified Certification Program. Under this program, the Mississippi Department of Transportation (MDOT) maintains a directory identifying all firms eligible to participate as DBEs. The directory lists the firm's name, address, phone number, date of the most recent certification, and the type of work the firm has been certified to perform as a DBE. MDOT revises the Directory annually. The City of Hattiesburg makes the Directory available as follows:

1. A link on the City of Hattiesburg website under the Department of Federal and State Program Metropolitan Planning Organization.
2. A copy is kept in the Office of the Department of Federal and State Programs office located at 200 Forrest Street, Hattiesburg, MS 39401 and the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization, 308 Newman Street, Hattiesburg, MS 39401 at all times.

The Directory may be found in **Attachment #2** of this program document.

Section 26.33 Over Concentration

The City of Hattiesburg has not identified that over concentration exists in the types of work that DBEs perform.

Section 26.35 Business Development Programs

The City of Hattiesburg has not established a business development program. We will re-evaluate the need for such a program every two years.

Section 26.37 Monitoring and Enforcement Mechanisms

The City of Hattiesburg shall take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. The City of Hattiesburg shall bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109.
2. The City of Hattiesburg shall consider similar action under our own legal authorities, including responsibility determinations in future contracts. **Attachment #3** lists the regulation, provisions, and contract remedies available to The City of Hattiesburg in the events of non-compliance with the DBE regulation by a participant in our procurement activities.
3. The City of Hattiesburg shall monitor, enforce, and verify that work committed to DBEs at contract award is actually performed by the DBEs.
4. The City of Hattiesburg shall keep a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

Section 26.39 Small Business Provision

The City of Hattiesburg is available to provide quality technical assistance, resources, guidance, and any other information in regards to the Small Business Development Program.

SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

The City of Hattiesburg does not use quotas in any way in the administration of this DBE program.

Section 26.45 Overall Goals

A description of the methodology to calculate the overall goal and the goal calculations can be found in **Attachment #4** to this program. This section of the program will be updated annually.

In accordance with Section 26.45(f) The City of Hattiesburg shall submit its overall goal to DOT on August 1 of each year. Before establishing the overall goal each year, The City of Hattiesburg shall consult with the minority, women and general contractor groups as well as other community organizations in an effort to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the City of Hattiesburg efforts to establish a level playing field for the participation of DBEs.

Following this consultation, the City of Hattiesburg will publish a notice in the newspaper of largest circulation in the City of Hattiesburg (The Hattiesburg American and the Clarion Ledger) and on its website of the proposed overall goals, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at its principal office for 30 days following the date of the notice, and inform the public that the City of Hattiesburg and DOT will accept comments on the goals for 45 days from the date of the notice. Normally, this notice will be issued by June 1 of each year. The notice will include addresses to which comments may be sent and addresses (including offices and websites) where the proposal may be reviewed. The City of Hattiesburg's overall goal submission to DOT will include a summary of information and comments received during this public participation process and our responses.

The City of Hattiesburg will begin using its overall goal on November 1 of each year, unless it has received other instructions from DOT. If the city establishes a goal on a project basis, we will begin using our goal by the time of the first solicitation for a DOT-assisted contract for the project.

Section 26.49 Transit Vehicle Manufacturers Goals

The City of Hattiesburg will require each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, to certify that it has complied with the requirements of this section. Alternatively, the City of Hattiesburg may, at its discretion and with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of the transit vehicle manufacturer complying with this element of the program.

Section 26.51 Meeting Overall Goals/Contract Goals

Breakout of Estimated Race-Neutral & Race-Conscious Participation

The breakout of estimated race-neutral and race-conscious participation can be found in **Attachment #5** to this program. This section of the program will be updated when the goal calculation is updated.

Contract Goals

The City of Hattiesburg shall use contract goals to meet any portion of the overall goal that City of Hattiesburg does not project being able to meet using race-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of City of Hattiesburg's overall goal that is not projected to be met through the use of race-neutral means. City of Hattiesburg shall establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. City of Hattiesburg need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work.) We will express our contract goals as a percentage of the total amount of a DOT-assisted contract.

Section 26.53 Good Faith Efforts Procedures

Demonstration of good faith efforts (26.53(a) & (c) the obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in **Appendix A to Part 26**. The Transit Administrator is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsible.

The City of Hattiesburg shall ensure that all information is complete and accurate and adequately documents the bidder/offer's good faith efforts before it commits to the performance of the contract by the bidder/offeror. Information to be submitted (26.53(b))

The City of Hattiesburg treats bidder/offers' compliance with good faith efforts' requirements as a matter of responsibility.

Each solicitation for which a contract goal has been established shall require the bidders/offerors to submit the following information:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractors commitment and
6. If the contract goal is not met, evidence of good faith efforts.

Administrative reconsideration (26.53(d))

Within 10 days of being informed by the City of Hattiesburg that it is not responsible because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the City of Hattiesburg:

*Director
Federal and State Programs
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898
(Phone) 601-545-4590
(Fax) 601-545-6327
(Email) mpo@hattiesburgms.com*

The Director of Federal and State Programs will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts. As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with the Director of Federal and State Programs to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The Director of Federal and State Programs shall send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts when a DBE is replaced on a contract (26.53(f))

The City of Hattiesburg shall require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. The City of Hattiesburg shall require the prime contractor to notify the DBE Liaison Officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation. In this situation, the city will require the prime contractor to obtain its prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

If the contractor fails or refuses to comply in the time specified, the City of Hattiesburg shall issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the City of Hattiesburg may proceed with a breach of contract action pursuant to the terms of the contract and the laws of the State of Mississippi.

Sample Bid Specification:

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the City of Hattiesburg to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of 1% percent has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (5) if the contract goal is not met, evidence of good faith efforts. This prime Contractor obligation can be met by completing Form 1 and Form 2 as found in **Attachment #6**.

Section 26.55 Counting DBE Participation

The City of Hattiesburg shall count DBE participation toward overall and contract goals as provided in 49 CFR 26.55.

SUBPART D – CERTIFICATION STANDARDS

Section 26.61 – 26.73 Certification Process

The City of Hattiesburg shall use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. The City shall make certification decisions based on the facts as a whole. For information about the certification process or to apply for certification, firms should contact:

*HPFL-MPO Division Manager
Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization
P.O. Box 1898
Hattiesburg, MS 39403-1898
(Phone) 601-545-6259 (Fax) 601-545-6327
(Email) mpo@hattiesburgms.com*

The City of Hattiesburg certification application forms and documentation requirements are found in **Attachment #7** to this program.

SUBPART E – CERTIFICATION PROCEDURES

Section 26.81 Unified Certification Programs

The City of Hattiesburg is a member of a Unified Certification Program (UCP) administered by the Mississippi Department of Transportation (MDOT). The UCP will meet all of the requirements of this section. This UCP can be found at **Attachment #8**.

Section 26.83 Procedures for Certification Decisions

Re-certifications 26.83(a) & (c) the City of Hattiesburg was not required to have a DBE program under former part 23 and therefore is not required to participate in any re-certifications. For firms that the City has certified or reviewed and found eligible under part 26, we will again review their eligibility every three (3) years. These reviews will include the following components:

1. Completion of new application, including Financial Statement(s)
2. Review of application and components “No Change” Affidavits and Notices of Change (26.83(j)) the City shall require all DBEs to inform it, in a written affidavit, of any change in its circumstances affecting its ability to meet size, disadvantaged status, ownership or control criteria of 49 CFR Part 26 or of any material changes in the information provided with the city’s application for certification.

The City shall also require all owners of all DBEs the City has certified to submit, on the anniversary date of their certification, a “no change” affidavit meeting the requirements of 26.83(j). The test of this affidavit is the following:

I swear (or affirm) that there have been no changes in the circumstances of [name of DBE firm] affecting its ability to meet the size, disadvantaged status, ownership, or control requirements of 49 CFR part 26. There have been no material changes in the information provided with [name of DBE]’s application for certification, except for any changes about which you have provided written notice to the City under 26.83(j). [Name of firm] meets Small Business Administration (SBA) criteria for being a small business concern and its average annual gross receipts (as defined by SBA rules) over the firm’s previous three fiscal years do not exceed \$16.6 million. The City shall require DBEs to submit with this affidavit documentation of the firm’s size and gross receipts. The City shall notify all currently certified DBE firms of these obligations by mail on an annual basis. This notification will inform DBEs that to submit the “no change” affidavit, their owners must swear or affirm that they meet all regulatory requirements of part 26, including personal net worth. Likewise, if a firm’s owner knows or should know that he or she, or the firm, fails to meet a part 26 eligibility requirement (e.g. personal net worth), the obligation to submit a notice of change applies.

Section 26.85 Denials of Initial Requests for Certification

If the City of Hattiesburg denies a firm's application or decertifies it, it may not reapply until 12 months have passed from the date of the denial.

Section 26.87 Removal of a DBE's Eligibility

In the event that the City of Hattiesburg proposes to remove a DBE's certification, it will follow procedures consistent with 26.87. **Attachment #9** to this program sets forth these procedures in detail. To ensure separation of functions in a de-certification, the City has determined that the Director of Federal and State Programs will serve as the decision-maker in de-certification proceedings. The City has established an administrative "firewall" to ensure that the Director of Federal and State Programs will not have participated in any way in the de-certification proceeding against the firm (including in the decision to initiate such a proceeding).

Section 26.89 Certification Appeals

Any firm or complainant may appeal the City of Hattiesburg decisions in certification matters to DOT. Such appeals may be sent to:

Department of Transportation
Office of Civil Rights Certification Appeals Branch
400 7th Street, SW
Room 2104
Washington, D.C. 20590

The City shall promptly implement any DOT certification appeal decisions affecting the eligibility of DBEs for our DOT-assisted contracting (e.g., certify a firm if DOT has determined that our denial of its application was erroneous).

SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.109 Information, Confidentiality, Cooperation

The City of Hattiesburg shall safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law.

Notwithstanding any contrary provisions of state or local law, the City of Hattiesburg shall not release personal financial information submitted in response to the personal net worth requirement to a third party (other than DOT) without the written consent of the submitter.

Monitoring Payments to DBEs

The City of Hattiesburg shall require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records shall be made available

for inspection upon request by any authorized representative of the City or DOT. This reporting requirement also extends to any certified DBE subcontractor. The City shall perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

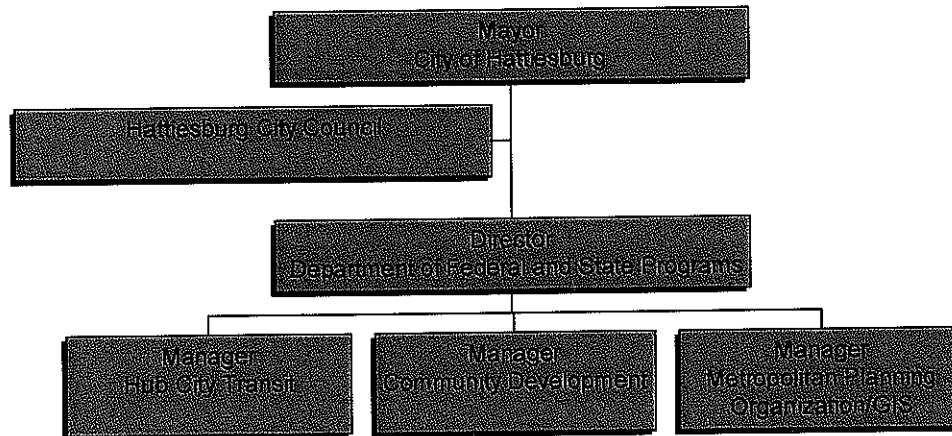
ATTACHMENTS

- Attachment 1 Organizational Chart
- Attachment 2 DBE Directory
- Attachment 3 Monitoring and Enforcement Mechanisms
- Attachment 4 Overall Goal Calculation
- Attachment 5 Breakout of Estimated Race-Neutral & Race-Conscious Participation
- Attachment 6 Form 1 & 2 for Demonstration of Good Faith Efforts
- Attachment 7 Certification Application Forms
- Attachment 8 Unified Certification Program
- Attachment 9 Procedures for Removal of DBE's Eligibility
- Attachment 10 Regulations: 49 CFR part 26
- Attachment 11 DBE Definitions

ATTACHMENT (1)

Department of Federal and State Programs Organizational Chart

City of Hattiesburg Department of Federal and State Programs



ATTACHMENT (2)

DBE DIRECTORY

http://mdot.ms.gov/bidsystem_data/bidderspdf/DBE%20Listing.pdf

The City of Hattiesburg maintains a directory identifying all firms eligible to participate as DBEs. The directory lists the firm's name, address, phone number, date of most recent certification, and the type of work the firm has been certified to perform as DBE. We will use the Directory of the State of Mississippi Department of Transportation List of Certified DBE Contractors. The Directory will be made available at the City of Hattiesburg City Clerk's Desk.

ATTACHMENT (3)

Monitoring and Enforcement Mechanisms

In addition, the federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE program, including, but not limited to, the following:

1. Suspension or debarment proceedings pursuant to 49 CFR part 26
2. Enforcement action pursuant to 49 CFR part 31
3. Prosecution pursuant to 18 USC 1001.

We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109. We also will consider similar action under our own legal authorities, including responsibilities determinations in future contracts.

ATTACHMENT (4)

Section 26.45: Overall Goal Calculation

Amount of Goal

1. The City of Hattiesburg's overall goal for the following time period 2014-2015 is the following: 1% of the Federal financial assistance we will expend in DOT-assisted contracts.

Methodology used to Calculate Overall Goal

The methodology used to calculate the relative availability of DBE's is a percentage figure calculated by dividing the number of representing available DBE's by a number of businesses representing all firms.

The data source to determine the base figure for relative DBE's was calculated as follows:

Ready, Willing and Able DBE's	128		
Base Figure =	-----	-----	= 1.7%
	All firms ready, willing and able	2230	

The data source or demonstrated evidence used to derive the numerator was the Mississippi Contract Procurement Center located in Biloxi, Mississippi for Small Businesses and the Mississippi Department of Transportation Web Page Site for Disadvantage Business Enterprise (DBE's).

The data source or demonstrated evidence used to derive the denominator was the U.S. Census Bureau County Business Pattern for Forrest County, Mississippi. The City established its goals based on a methodology that takes into account several factors contained in 49 CFR 26.45. These factors include: use of other DBE directories, Census Bureau data, use of alternative methods, adjusting for demonstrated evidence of local market conditions. Data to support this methodology was obtained from available DBE directories.

When we divided the numerator by the denominator we arrived at the base figure for our overall goal and that number was 1.0%. After calculating a base figure of the relative availability of DBE's evidence was examined to determine what adjustment was needed to the base figure in order to arrive at the overall goal. In order to reflect as accurately as possible the DBE participation, we have no adjustments to our base figure of 1.0%.

The reason we chose not to adjust our figure using this data was that it reflected the number of qualified/certified businesses that met the standards of DBE certification. The "relative availability" of DBE's in Hattiesburg contracting areas is estimated at 1.0%. This figure was derived by comparing the number of certified DBE's in Standard Industrial Classification (SIC) Codes with the total number of small businesses in the SIC code

that are thought to be ready, willing and able to bid on contracts and subcontracts. Some SIC codes do little transit work. In doing so, the City has determined because of the limited number of DBE firms, it is necessary for the City not to adjust the base figure.

Attachment 5

BREAKOUT OF ESTIMATED RACE-NEUTRAL AND RACE-CONSCIOUS PARTICIPATION

The City of Hattiesburg will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating DBE participation. The City of Hattiesburg will attempt to use the following race neutral means to increase DBE participation:

1. Arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE's and other small businesses;
2. Providing technical assistance and other services;
3. Carrying out information and communications programs on contracting procedures and specific contract opportunities;

We estimate that, in meeting our overall goal of 2.0%, we obtain 1.0% from race-neutral and 1.0% through race-conscious measures. The City of Hattiesburg has DBE history for its transit services. Therefore, the City will establish contract goals to meet any portion of its overall goal that it does not project being able to meet using race-neutral means.

The following is a summary of the basis of our estimated breakout of race-neutral and race-conscious including the use of outside directories, census data and other related facts to determine relative availability.

MEANS TO MEET OVERALL GOALS

The City of Hattiesburg will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating DBE participation.

The City of Hattiesburg will attempt to use the following race-neutral means to increase DBE participation:

Arrange solicitations, times for presentation of bids, quantities, specifications and delivery schedules in ways that facilitate DBE's and other small business participation.

- Provide technical assistance and other services;
- Provide services to help DBE's and other small businesses improve long-term development, increase opportunities to participate in a variety of kind of work;
- Carrying out information and communications programs on contracting procedures and specific contract opportunities;
- The City of Hattiesburg established a contract goal to meet any portion of its overall goal does not project being able to meet using race-neutral means.

We estimate that, in meeting our overall goal of 2.0%, we will obtain 1.0% from race neutral and 1.0% through race conscious measures. Because of the lack of DBE firms and because of the procurement requirements germane to the City of Hattiesburg, the City of Hattiesburg will ensure that the DBE program continues to be tailored to overcome the effects of discrimination.

The following is a summary of the basis of our estimated breakout of race-neutral and race-conscious DBE participation:

The City of Hattiesburg will establish goals to determine race-neutral and race-conscious including the use of outside directories, census data and other related facts to determine relative availability.

The City of Hattiesburg will make an effort to collect data as a result of this program, will review performance data including race-neutral and race-conscious means and their effectiveness, and will participate in outreach meetings with both DBE's and non DBE's willing to participated in transit programs.

Attachment 6

Form 1 for Demonstration of Good Faith Efforts

[Forms 1 and 2 should be provided as part of the solicitation documents.]

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of _____ % DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of _____ %) is committed to a minimum of _____ % DBE utilization on this contract a submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No. _____

By _____
(Signature)

Title

Attachment 6

Forms 2 for Demonstration of Good Faith Efforts

FORM 2: LETTER OF INTENT

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above.
The estimated dollar value of this work is \$ _____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By _____
(Signature)

(Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

Attachment 7

Certification Application Forms

This application can be obtained from the Mississippi Department of Transportation Website.

http://www.gomdot.com/Divisions/CivilRights/Resources/Forms/pdf/UCP_Application.pdf

Attachment 8

Unified Certification Program

<http://sp.gomdot.com/Civil%20Rights/Documents/Unified%20Certification/UCPPProgramfinal.pdf>

Attachment 9

Procedures for Removal of DBE's Eligibility

The procedure for removal of DBE's Eligibility can be obtained from the Mississippi Department of Transportation website listed below:

<http://www.gomdot.com/Divisions/CivilRights/Resources/Programs/DBE/pdf/>

Any person may file a written complaint alleging that a currently certified firm is ineligible. The complaint must specify the reasons why the firm is ineligible. The complaint will be investigated by the certifying agency. The records on the firm will be reviewed along with any information or supporting documentation provided by the complainant. The confidentiality of the complainant's identity will be protected as provided in paragraph 26.109(b). Additional information may be requested from the firm to properly investigate the complaint.

If there is a reasonable cause to believe the firm is ineligible, the reviewing agency must provide written notice to the firm setting forth the reasons for the recommendation to find the firm ineligible. All statements of reasons for findings on the issue of reasonable cause must specifically reference the evidence in the record on which each reason is based.

If, based on notification by the firm of a change in its circumstances or other information that comes to the certifying agency's attention, it is determined that there is reasonable cause to believe that a currently certified firm is ineligible, written notice must be provided to the firm that the agency proposes to find the firm ineligible setting forth the reasons for the determination.

When the firm is notified there is reasonable cause to remove its eligibility, the firm must be given the opportunity for an informal hearing. The firm must follow the Appeal Process as outlined in the next section of this document.

Appeal Process

A DBE whose eligibility is removed by a recipient may make a written request to appeal that decision within 30 days of the letter of removal. Upon receipt of the request for an appeal, the denying agency

must contact MDOT to schedule a hearing. In order to maintain consistency, MDOT will be responsible for scheduling the hearings and for all administrative costs associated with holding the hearing. The removing agency will be responsible for providing legal representation, expert witness testimony and the production of records at its own costs. Full cooperation with the hearing officer is also required.

At the conclusion of the hearing, an official transcript will be provided to the parties. The hearing officer will render a decision within seven (7) days. The recommendation will be forwarded to the parties. Either party may file written objections within ten (10) days of receipt of the hearing officer's report. A copy must be provided to the opposing party by certified mail. The opposing party may submit a written response to objections within seven (7) days. The denying agency may refer the matter back to the hearing officer for consideration of the objections and responses. The hearing officer shall consider these objections and submit a supplementary report and recommendation to the denying agency within five (5) days after such referral. The denying agency will render a decision within fourteen (14) days after the expiration of the time for submissions from the opposing party and the hearing officer.

The opposing party may appeal an adverse determination by the denying agency as provided under CFR part 26, subpart E pursuant to 49 CFR Section 26.89 to the United States Department of Transportation. A letter must be sent to the Department within 90 days of the date of the denying agency's final decision, containing information and arguments concerning why the denying agency's decision should be reversed. The firm which is removed from certification will not be eligible to reapply to be certified for a minimum of 12 months from the date it was removed.

Attachment 10

Regulations: 49 CFR Part 26

The regulations may be reviewed on the Mississippi Department of Transportation Website listed below:

<http://www.gomdot.com/Divisions/CivilRights/Resources/Programs/DBE/pdf/>

Attachment 11

Definitions of Terms

49 CFR §26.5.

Affirmative Action means taking specific steps to eliminate discrimination and its effects, to ensure nondiscriminatory results and practices in the future, and to involve disadvantaged business enterprises fully in contracts and programs funded by the Department.

Alaska Native means a citizen of the United States who is a person of one-fourth degree or more Alaskan Indian (including Tsimshian Indians not enrolled in the Metlaktia Indian Community), Eskimo, or Aleut blood, or a combination of those bloodlines. The term includes, in the absence of proof of a minimum blood quantum, any citizen whom a Native village or Native group regards as an Alaska Native if their father or mother is regarded as an Alaska Native.

Alaska Native Corporation (ANC) means any Regional Corporation, Village Corporation, Urban Corporation or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.)

Applicant means one who submits an application, request, or plan to be approved by a Department official or by a primary recipient as a condition to eligibility for DOT financial assistance.

Application means such an application, request or plan.

Compliance means that a recipient has correctly implemented the requirements of this part.

Contract means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them.

Contractor means one who participates, through a contract or subcontract (at any tier), in a DOT-assisted highway, transit, or airport program.

Department or DOT means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).

Disadvantaged business enterprise or DBE means a for-profit small business concern –

(1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and

(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

DOT-assisted contract means any contract between a recipient and a contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees, except a contract solely for the purchase of land.

Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

Immediate family member means father, mother, husband, wife, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, mother-in-law, or father-in-law.

Indian tribe means any Indian tribe, band, nation, or other organized group or community of Indians, including any ANC, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians, or is recognized as such by the State in which the tribe, band, nation, group, or community resides. See definition of “tribally-owned concern” in this section.

Joint venture means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

Native Hawaiian means any individual whose ancestors were natives, prior to 1778, of the area, which now comprises the State of Hawaii.

Native Hawaiian Organization means any community service organization serving Native Hawaiians in the State of Hawaii, which is a not-for-profit organization, chartered by the State of Hawaii, is controlled by Native Hawaiians, and whose business activities will principally benefit such Native Hawaiians.

Noncompliance means that a recipient has not correctly implemented the requirements of this part.

Operating Administration or OA means any of the following parts of DOT: the Federal Aviation Administration (FAA), Federal Highway Administration (FHWA), and Federal Transit Administration (FTA). The “Administrator” of an operating administration includes his or her designees.

Personal net worth means the net value of the assets of an individual remaining after total liabilities are deducted. An individual’s personal net worth does not include: The individual’s ownership interest in an applicant or participating DBE firm; or the individual’s equity in his or her primary place of residence. An individual’s personal net worth includes only his or her own share of assets held jointly or as community property with the individual’s spouse.

Primary industry classification means the four digit Standard Industrial Classification (SIC) code designation, which best describes the primary business of a firm. The SIC code designations are described in the Standard Industry Classification Manual. As the North American Industrial Classification System (NAICS) replaces the SIC system, references to SIC codes and the SIC Manual are deemed to refer to the NAICS manual and applicable codes. The SIC Manual and the NAICS Manual are available through the National Technical Information Service (NTIS) of the U.S. Department of Commerce (Springfield, VA, 22261). NTIS also makes materials available through its web site (www.ntis.gov/naics).

Primary recipient means a recipient that receives DOT financial assistance and passes some or all of it on to another recipient.

Principal place of business means the business location where the individuals who manage the firm’s day-to-day operations spend most working hours and where top management’s business records are kept. If the offices from which management is directed and where business records are kept are in different locations, the recipient will determine the principal place of business for DBE program purposes.

Program means any undertaking on a recipient’s part to use DOT financial assistance, authorized by the laws to which this part applies.

Race-conscious measure or program is one that is focused specifically on assisting only DBEs, including women-owned DBEs.

Race-neutral measure or program is one that is, or can be, used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

Recipient is any entity, public or private, to which DOT financial assistance is extended, whether directly or through another recipient, through the programs of the FAA, FHWA, or FTA, or who has applied for such assistance.

Secretary means the Secretary of Transportation or his/her designee.

Set-aside means a contracting practice restricting eligibility for the competitive award of a contract solely to DBE firms.

Small Business Administration or SBA means the United States Small Business Administration.

Small business concern means, with respect to firms seeking to participate as DBEs in DOT assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).

Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is –

(1) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

1. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
2. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
3. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
4. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
5. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
6. Women;
7. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

Tribally owned concerns means any concern at least 51 percent owned by an Indian tribe as defined in this section.

You refers to a recipient, unless a statement in the text of this part or the context requires otherwise (i.e. "You must do XYZ" means that recipients must do XYZ).

Public Participation

The City of Hattiesburg published our goal information in these publications:

The Hattiesburg American & the Clarion Ledger (date)

The City of Hattiesburg website (www.hattiesburgms.com)

The City of Hattiesburg held a public hearing on _____ @ _____ pm in _____ of the building of the Hattiesburg Intermodal Facility, 308 Newman Street, Hattiesburg, MS 39401. Attached are the documents that were available for distribution to attendees. Unfortunately, there were no attendees, as noted on attached sign in sheet.

The City of Hattiesburg received comments from these individuals or organizations:

No Comments

Summaries of these comments are as follows:

No Comments

The City of Hattiesburg responses to these comments are:

No Comments



City of Hattiesburg, MS

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

Master

File Number: 2014-0925

File ID: 2014-0925

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 02/11/2014

Brief Title: Approve and declare the purchase of ten (10) Digital In-Car Video Systems for the Hattiesburg Police Department from WatchGuard Video as a sole source purchase at a total cost of \$52,200.00

Final Action: 02/18/2014

Minute Book Number: MB2014-52

Title:

Approve and declare the purchase of ten (10) Digital In-Car Video Systems for the Hattiesburg Police Department from WatchGuard Video as a sole source purchase at a total cost of \$52,200.00 as provided for in Section 31-7-13 (viii) of the Mississippi Code of 1972, based on information in the attached letter.

Notes:

Sponsors:

Enactment Date:

Attachments: 02-18-Watchguard Sole Source

Enactment Number:

Contact:

Meeting Date: 02/18/2014

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/18/2014	Approve				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Naylor to Approve and declare the purchase of ten (10) Digital In-Car Video Systems for the Hattiesburg Police Department from WatchGuard Video as a sole source purchase at a total cost of \$52,200.00 as provided for in Section 31-7-13 (viii) of the Mississippi Code of 1972, based on information in the attached letter.

Council member Dryden asked if [the city] has the money [for this purchase]; Council President Bradley replied in the affirmative. He said the money is in the budget and that [the city] bought 10 cars and these are the accessories.

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

TEL-No Vote: 0

Text of Legislative File 2014-0925

Title

Approve and declare the purchase of ten (10) Digital In-Car Video Systems for the Hattiesburg Police Department from WatchGuard Video as a sole source purchase at a total cost of \$52,200.00 as provided for in Section 31-7-13 (viii) of the Mississippi Code of 1972, based on information in the attached letter.

Summary

Approve and declare the purchase of ten (10) Digital In-Car Video Systems for the Hattiesburg Police Department from WatchGuard Video as a sole source purchase at a total cost of \$52,200.00



10th of February, 2014

Prospective WatchGuard Video Customer

Reference: WatchGuard Video Sole Source Letter

To whom it may concern:

WatchGuard Video is the exclusive and sole manufacturer of the DV-1 Digital In-Car Video System, the 4RE Digital In-Car Video System, the High Fidelity Wireless Microphone System, and the CopVu wearable camera system. With the exception of three agreements, these products are represented and sold only by WatchGuard Video Regional Sales Managers selling factory direct in protected sales territories. The three exceptions to this are agreements allowing three resellers to distribute WatchGuard products on a General Services Administration Contract (GSA), a State of Pennsylvania Contract, and a State of Louisiana Contract.

Additionally, several important and unique features are available only with these products;

DV-1 and 4RE Unique Features

- Record-After-The-Fact provides the ability to retrieve video not previously recorded as an event for up to 60 hours of ignition time for retrieval and downloading.
- Through the automatic media overflow function, a DVD (DV-1) or Removable USB Drive (4RE) can be full and the hard drive buffer stores all video until a new DVD or USB Drive is placed in the system. At that time all of the recorded events are captured without 1 second of loss.

DV-1

- The system records digital video onto rewritable DVD-Video discs that play in consumer DVD players, allowing for the actual evidence recorded in the car to be the exact evidence presented in court. The system records pre and post event as part of the same Title and not separated. The DVD burning process happens in real-time, and while in motion.
- Supervisors can recover up to 6 of the previous DVDs recorded in the event a DVD is damaged. The system creates a mirror image of the original.
- The DVD recorder is isolated from shock and vibration using a silicone-oil dampened suspension system.
- The complete system is offered in a 1-Piece overhead mounted version that mounts conveniently using an overhead mounting bracket.



4RE

- 4RE is the only high-definition digital in-car video system available today, in addition to the following unique features:
 - Patented multiple resolution encoding allows the front camera to record in two different IACP compliant resolutions simultaneously, allowing the most critical events to be saved in 720P high-definition and the routine events to be saved in 480P (864x480) resolution.

High Fidelity Wireless Microphone

- The Hi-Fi microphone has near CD quality high fidelity sound, a line of sight range of one to two miles, and superior building penetration capabilities.
- Using patent pending intelligent standby and a lithium polymer battery gives the microphone its extraordinary battery life of up to 24 hours of talk time, and up to 30 days of standby time.

CopVu

- The only wearable camera system that utilizes the secure file transfer and storage software, CommandVu, ensuring file integrity, centralized and secure access to video files, and the ability for Administrators to carefully assign, protect, and manage all CopVu video evidence.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "J. Stuczynski".

Jason Stuczynski
Vice President of Sales
WatchGuard Video

415 Century Parkway
Allen, TX 75013
(800) 605-6734
www.watchguardvideo.com



Agency Name:	Hattiesburg PD, MS
Contact Person:	Angie Sanford
Address:	February 7, 2014
Date:	February 7, 2014

4RE Price Estimate

Provided By:

TOTAL PROJECT ESTIMATED AT

\$52,200.00

4RE Base System and Options

		Quantity
4RE-200-GPS-ZOM	4RE In-Car Camera System. Includes GPS, High definition Zoom (720P) forward facing camera, Infrared color cabin camera, DVR, integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, cabin microphone, 900 MHz Hi Fidelity wireless microphone, hardware & cabling, 1 yr. warranty. Includes Evidence Library Express software.	10
4RE ELITE	Upgrade to 4RE Elite. Adds support for up to 6 cameras.	0
MOBILE APP	4RE Mobile App. Laptop interface software.	0

MSRP	Direct	Extended
\$ 5,675.00	\$ 4,995.00	\$ 49,950.00
\$ 300.00	\$ 275.00	\$ -
\$ 85.00	\$ 50.00	\$ -

Wireless Video Transfer and Networking Options

		Quantity
4RE-WRL-KIT-05G	4RE In-Car 802.11n Wireless Kit, 5GHz (2.4GHz is available)	10
HDW-ETH-SWT-001	4RE, Power Over Ethernet / Gigabit 4-port Switch	0

MSRP	Direct	Extended
\$ 345.00	\$ 200.00	\$ 2,000.00
\$ 180.00	\$ 150.00	\$ -

Camera Configuration Options

		Quantity
CAM-BST-102-NEW	Infrared Color Cabin Camera, Additional (requires 4RE Elite)	0
WGA00485	Auxiliary Camera	0

MSRP	Direct	Extended
\$ 220.00	\$ 195.00	\$ -
\$ 220.00	\$ 195.00	\$ -

Microphone Options

		Quantity
DUAL MIC UPGRADE	Dual Wireless Mics. Includes second wireless microphone kit.	0
DESKTOP CHARGER	Desktop Charging unit for Wireless Transmitter	0
TRANSMITTER	Wireless Transmitter (additional / replacement)	0

MSRP	Direct	Extended
\$ 875.00	\$ 785.00	\$ -
\$ 110.00	\$ 99.00	\$ -
\$ 385.00	\$ 345.00	\$ -

In-Car Hardware Warranties 1st year is included with a new 4RE purchase.

		Quantity
WAR-4RE-CAR-2ND	Warranty, 4RE, In-Car, 2nd Year (Months 13-24)	0
WAR-4RE-CAR-3RD	Warranty, 4RE, In-Car, 3rd Year (Months 25-36)	0
WAR-4RE-CAR-4TH	Warranty, 4RE, In-Car, 4th Year (Months 37-48)	0
WAR-4RE-CAR-5TH	Warranty, 4RE, In-Car, 5th Year (Months 49-60)	0

MSRP	Direct	Extended
\$ 155.00	\$ 100.00	\$ -
\$ 255.00	\$ 200.00	\$ -
\$ 380.00	\$ 325.00	\$ -
\$ 505.00	\$ 450.00	\$ -

Software Protection Plan Create, amend or extend a Software Protection Plan

		Quantity
SFW-MNT-ELB-2YR	Software Protection, Evidence Library, 2nd Year (per 4RE)	0
SFW-MNT-ELB-3YR	Software Protection, Evidence Library, 3rd Year (per 4RE)	0
SFW-MNT-ELB-4YR	Software Protection, Evidence Library, 4th Year (per 4RE)	0
SFW-MNT-ELB-5YR	Software Protection, Evidence Library, 5th Year (per 4RE)	0
5 Year HW/SW Warranty Discount	Discount for purchase of 5 year hardware and software warranty at time of 4RE purchase.	0

MSRP	Direct	Extended
\$ 110.00	\$ 95.00	\$ -
\$ 110.00	\$ 95.00	\$ -
\$ 110.00	\$ 95.00	\$ -
\$ 110.00	\$ 95.00	\$ -
\$ -	\$ -	\$ -

Watch Commander Live Video Streaming Application

		Quantity
SFW-WCM-KIT-100	Watch Commander Live Video Streaming Application	0
SFW-WCM-LIC-FEE	Watch Commander Annual License Fee, 1st Year (Months 1-12)	0
SFW-WCM-LIC-FEE	Watch Commander Annual License Fee, 2nd Year (Months 13-24)	0
SFW-WCM-LIC-FEE	Watch Commander Annual License Fee, 3rd Year (Months 25-36)	0
SFW-WCM-LIC-FEE	Watch Commander Annual License Fee, 4th Year (Months 37-48)	0
SFW-WCM-LIC-FEE	Watch Commander Annual License Fee, 5th Year (Months 49-60)	0

MSRP	Direct	Extended
\$ 2,900.00	\$ 2,500.00	\$ -
\$ 275.00	\$ 250.00	\$ -
\$ 275.00	\$ 250.00	\$ -
\$ 275.00	\$ 250.00	\$ -
\$ 275.00	\$ 250.00	\$ -
\$ 275.00	\$ 250.00	\$ -

Miscellaneous Options and Accessories

		Quantity
RADAR CABLE	Radar Interface Cable (Stalker, Decatur Genesis I and II Select, Kustom Eagle or Raptor, MPH Bee 3)	0
Trade-In	Trade-In Credit, if applicable	0
CUSTOM 1	Used for additional items, offers or discounts	0

MSRP	Direct	Extended
\$ 85.00	\$ 75.00	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -

Total In-Car Hardware \$ **51,950.00**

415 Century Parkway
Allen, TX 75013
(800) 605-6734
www.watchguardvideo.com



Agency Name: **Hattiesburg PD, MS**
Contact Person: **Angle Sanford**
Address: **February 7, 2014**
Date: **February 7, 2014**

4RE Price Estimate

Provided By:

TOTAL PROJECT ESTIMATED AT
\$52,200.00

Evidence Library Server and Client Software

		Quantity
KEY-ELB-SRV-300	Evidence Library 3 Server Software	0
SFW-ELB-CLI-300	Included Remote Client License Key, Evidence Library 3	0
SFW-ELB-CLI-301	Additional Remote Client License Key, Evidence Library 3	0
SFW-SQL-CAL-R25	Additional Software CALs, SQL Server 2008 R2, 5 CAL Pack	0
SFW-SQL-CAL-R21	Additional Software CAL, SQL Server 2008 R2, 1 CAL Pack	0

MSRP	Direct	Extended
\$ -	\$ 1,950.00	\$ -
\$ 85.00	\$ -	\$ -
\$ 85.00	\$ 75.00	\$ -
\$ 460.00	\$ 410.00	\$ -
\$ 100.00	\$ 90.00	\$ -

Server Hardware and Software

		Quantity
HDW-4RE-SRV-001	Tower Server, Intel i7 3.40 GHz, 8GB RAM, 4x2TB SATA 7,200 RPM drives, 5TB usable video storage, Windows 7 Pro 64-bit, SQL Server 2008 R2 (1CAL), 3-Year full service (on-site or reimbursed) warranty. Small agency. 1-5 concurrent cars. 5TB usable video storage. <i>This server includes tower, keyboard, monitor with built in speakers and mouse.</i>	0

MSRP	Direct	Extended
\$ 3,880.00	\$ 3,490.00	\$ -

Video Storage Drives will be added to server and/or JBOD

		Quantity
HDW-4RE-HDD-4TB	4TB Hard Drives, Server Class, 7,200 rpm, 64MB Cache	0
HDW-4RE-JBD-000	Optional JBOD Enclosure	0
HDW-4RE-RBT-000	Optional DVD Robot	0

MSRP	Direct	Extended
\$ 555.00	\$ 490.00	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -

Wireless Access Points

		Quantity
WAP-BLD-245-001	Wi-Fi Access Point, 802.11n, 2.4/5GHz, Digital Steering	0
WAP-KIT-05G-001	WiFi Access Point Kit, 802.11n, 5GHz, Omni-Directional	0
WAP-BLD-05G-001	Wi-Fi Access Point, 802.11n, 5GHz, Sector Antenna	0

MSRP	Direct	Extended
\$ 3,270.00	\$ 2,955.00	\$ -
\$ 455.00	\$ 405.00	\$ -
\$ 285.00	\$ 250.00	\$ -

Total IT Hardware and Software \$ -

WatchGuard Video Technical Services

		Quantity
SVC-4RE-INS-100	4RE System Installation, In-Car (Per Unit Charge)	0
SVC-VID-REM-100	Video System Removal (Per Unit Charge)	0
SVC-4RE-ONS-400	4RE System Setup, Configuration, Testing and Training (Quantity represents number of sites)	0
SVC-WGV-ONS-300	Access Point installations including cable runs (Work may be performed by a sub-contractor)	0

MSRP	Direct	Extended
Quote	Quote	\$ -
Quote	Quote	\$ -
Quote	Quote	\$ -
\$ 1,100.00	\$ 1,000.00	\$ -

Total Technical Services \$ -

Manual Adjustments

Description:		\$ -
Notes:	Applicable taxes may apply and are not necessarily accounted for on this estimate. Contact WatchGuard Video for a revised estimate. ESTIMATE VALID FOR 30 DAYS	Subtotal: \$ 51,950.00 UPS Ground Shipping: \$ 250.00 Taxes: 0.0% \$ - ESTIMATE TOTAL: \$ 52,200.00

Financing

Estimate Only Call for Detailed Quote	● You take ownership immediately. Fully paid off at end of term ● For a detailed quote, call WatchGuard to determine final project price, approximate date of first payment, desired financing term, and basic agency information	Monthly	\$ 1,664	\$ 1,345	\$ 1,179
		Quarterly	\$ 4,974	\$ 4,020	\$ 3,525
		Semi-Annual	\$ 9,892	\$ 7,995	\$ 7,011
		Annual	\$ 19,570	\$ 15,818	\$ 13,871
		Within Texas			

Within Texas

415 Century Parkway
Allen, TX 75013
(800) 605-6734
www.watchguardvideo.com



4RE Price Estimate

Provided By:

TOTAL PROJECT ESTIMATED AT

\$52,200.00

Agency Name:
Contact Person:
Address:
Address:
Date:

Hattiesburg PD, MS
Angle Sanford
February 7, 2014

February 7, 2014

Note:

This is only an estimate for 4RE related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.



City of Hattiesburg, MS

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

Master

File Number: 2014-0926

File ID: 2014-0926

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 02/11/2014

Brief Title: Approve and declare the purchase of ten (10) Stalker DSR Radar Units for the Hattiesburg Police Department from Applied Concepts, Inc. as a sole source purchase at a total cost of \$24,795.00

Final Action: 02/18/2014

Minute Book Number: MB2014-52

Title:

Approve and declare the purchase of ten (10) Stalker DSR Radar Units for the Hattiesburg Police Department from Applied Concepts, Inc. as a sole source purchase at a total cost of \$24,795.00 as provided for in Section 31-7-13 (viii) of the Mississippi Code of 1972, based on the information in the attached memorandum and letter.

Notes:

Sponsors:

Enactment Date:

Attachments: 02-18-Applied Concepts Stalker Sole Source

Enactment Number:

Contact:

Meeting Date: 02/18/2014

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/18/2014	Approve				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve and declare the purchase of ten (10) Stalker DSR Radar Units for the Hattiesburg Police Department from Applied Concepts, Inc. as a sole source purchase at a total cost of \$24,795.00 as provided for in Section 31-7-13 (viii) of the Mississippi Code of 1972, based on the information in the attached memorandum and letter.							
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

TEL-No Vote: 0

Text of Legislative File 2014-0926

Title

Approve and declare the purchase of ten (10) Stalker DSR Radar Units for the Hattiesburg Police Department from Applied Concepts, Inc. as a sole source purchase at a total cost of \$24,795.00 as provided for in Section 31-7-13 (viii) of the Mississippi Code of 1972, based on the information in the attached memorandum and letter.

Summary

Approve and declare the purchase of ten (10) Stalker DSR Radar Units for the Hattiesburg Police Department from Applied Concepts, Inc. as a sole source purchase at a total cost of \$24,795.00



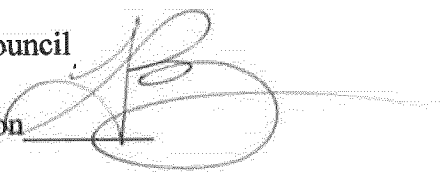
THE CITY OF HATTIESBURG

One of America's Great Small Cities!

Frazier Bolton, Chief of Police

MEMORANDUM

To: Mayor and City Council

From: Chief Frazier Bolton 

Date: January 30, 2014

Re: Sole Source Purchase – Stalker DSR Radar Unit

This memo is to request approval of a sole source purchase from Applied Concepts, Inc. for ten (10) Stalker DSR Radar Units in the amount of \$24,795.00. Attached is a letter from Applied Concepts, Inc. declaring that this unit can only be purchased directly from them.

Thank you for your consideration, if you require further assistance, you may contact me at (601)545-4900.

FB/tl

Enclosure



THE CITY OF HATTIESBURG

One of America's Great Small Cities!

Frazier Bolton, Chief of Police

MEMORANDUM

To: Mayor Johnny L. DuPree and City Council

From: Frazier Bolton, Chief of Police

Date: February 12, 2013

Re: **Sole Source Purchase -- Stalker DSR Radar Unit**

This memo is to request approval of a sole source purchase from Applied Concepts, Inc. for ten (10) Stalker DSR Radar Units in the amount of \$24,795.00. Attached is a letter from Applied Concepts, Inc. declaring that this unit can only be purchased directly from them.

Thank you for your consideration, if you require further assistance, you may contact me at (601)545-4900.

FB/tcl

Enclosures

STALKER

ISO 9001:2008 Certified Company

The World Leader in Radar and Lidar Technology

Sole Source for STALKER DSR Radar System

To Whom It May Concern:

This is to confirm and verify that Applied Concepts, Inc., 2609 Technology Drive, Plano, TX 75074-7467 is the sole source manufacturer of the **STALKER DSR** Radar System. There is no other radar being manufactured that meets the specifications of the **STALKER DSR** Radar System.

The **STALKER DSR** Radar System can only be purchased directly from Applied Concepts, Inc. or through one of our Regional Sales Managers.

Respectfully Submitted,

Jack Beck

Jack Beck
Sales Administration Manager



applied concepts, Inc.

2609 Technology Drive • Plano • TX • 75074-7467 • Phone 972-398-3780 • Fax 972-398-3781 • 1-800-STALKER
006-0404-00 Rev B

12/11/2009



applied concepts, inc.

2609 Technology Dr.
Plano, TX 75074
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Presented by Donna Russell Ext: 103

Quotation

Page 1 of 1

Date: 01/27/14

Acct Rep: Debbie Aull
214-551-5538

Quote #: 103159

Effective From: 01/27/14

Valid Through: 04/27/14

Bill To:

City of Hattiesburg
PO Box 1898
Hattiesburg, MS 39403-1898

106949

ATTN:
Accounts Payable

Ship To:

Hattiesburg Police Dept
1 Government Plaza
2nd Floor
Hattiesburg, MS 39401-4080

ATTN:
Supply Johnny Adamo
601-545-4506

Line	Qty	Part Number	Description	Price	Ext Price
1	10	200-0809-05	DSR Counting Unit	\$2,462.00	\$24,620.00
2	10	200-0803-80	DSR Display, Lumex, High Temp		\$0.00
3	20	200-0326-30	DSR KA Antenna		\$0.00
4	10	200-0921-00	DSR Ergonomic Remote Control w/Screw Latch		\$0.00
5	10	200-0769-00	25 MPH KA Tuning Fork		\$0.00
6	10	200-0770-00	40 MPH KA Tuning Fork		\$0.00
7	10	200-0345-00	Counting Unit/Display Short Dash Mount		\$0.00
8	10	200-0502-00	Antenna Swivel Mount W/Glass Adhesive		\$0.00
9	10	200-0245-00	Antenna Tall Deck Mount		\$0.00
10	10	200-0648-00	Display Sun Shield		\$0.00
11	20	155-2055-16	Antenna Cable, 16 Ft		\$0.00
12	20	155-2211-00	Remote Display Interconnect Cable		\$0.00
13	10	155-2283-70	CAN/VSS Cable, Automatic Car Power Detection		\$0.00
14	10	200-0821-00	DSR Manual Kit		\$0.00
15	10	200-0324-00	Shipping Container		\$0.00
16	10	060-1000-36	36 Month Warranty		\$0.00

Pmnt Terms: Net 30 days

**Lead Time is 21 business days
after receipt of order.**

Product	24,620.00	Sub-Total:	24,620.00
Discount 0.00%	0.00	Sales Tax 0.00%	0.00
Trade-in:		Shipping & Handling:	175.00
		Total:	24,795.00



City of Hattiesburg, MS

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

Master

File Number: 2014-0903

File ID: 2014-0903

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 02/05/2014

Brief Title: Appointment

Final Action:

Minute Book Number: MB2014-52

Title:

Ratify and confirm the Mayor's appointment of Ginger Maddox,(W3) to the Rails to Trails Commission for a (4) four year term beginning 2/18/2014 and ending 2/17/2018.

Notes:

Sponsors:

Enactment Date:

Attachments: Ginger Maddox Data Sheet

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:
1	City Council	02/18/2014	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 Ginger Maddox,(W3) to the Rails to Trails Commission for a (4) four year term beginning 2/18/2014 and ending 2/17/2018.							
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							
TEL-No Vote: 0							

Text of Legislative File 2014-0903

Title

Ratify and confirm the Mayor's appointment of Ginger Maddox,(W3) to the Rails to Trails Commission for a (4) four year term beginning 2/18/2014 and ending 2/17/2018.

Summary

Appointment of Ginger Maddox to the Rails to Trails Commission.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Rails to Trails Commission

TERM OF OFFICE: 4 years PERIOD: 2/18/14-2/17/18

REPLACES: Appointment

TERM EXPIRED: _____ OR RESIGNED: _____ Letter attached _____

DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL'S BOND? YES ____ NO X

NAME OF PROPOSED APPOINTEE: Ginger Maddox

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

ADDRESS: _____

HOME PHONE NUMBER: _____ WARD: 4

PLACE OF EMPLOYMENT: City of Hattiesburg

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO.: 601-554-1031 POSITION: Planner

—

PERSON CONTACTED BY: Mayor DATE: _____

TO BE CONTACTED BY: _____ DATE CONTACTED: _____

AGREED TO SERVE: X DECLINED: _____



City of Hattiesburg, MS

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

Master

File Number: 2014-0921

File ID: 2014-0921

Type: Regular Agenda Item

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

File Created: 02/10/2014

Brief Title: EnerGov Yearly Maintenance

Final Action:

Minute Book Number: MB2014-53

Title:

[Authorize Mayor to Execute 2014 Yearly Maintenance Agreement between the City of Hattiesburg and Tyler Technologies for EnerGov Software.

Notes:

Sponsors:

Enactment Date:

Attachments: Tylertech2014.pdf

Enactment Number:

Contact:

Meeting Date: 02/18/2014

Drafter: Angie Sanford

Effective Date: 01/01/2014

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	02/18/2014					

Text of Legislative File 2014-0921

Title

[Authorize Mayor to Execute 2014 Yearly Maintenance Agreement between the City of Hattiesburg and Tyler Technologies for EnerGov Software.

Summary

Maintenance for Land Code Inspections, Building Permits, and Priviledge Licenses

Budget Information

001091.6365 \$9703.20

Expenditure Type

Regular Budget Item

