

City of Hattiesburg, MS

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



Meeting Agenda - Final

Tuesday, May 8, 2018

5:00 PM

Council Chambers

City Council

I. Call to Order**II. Call to Prayer and Pledge of Allegiance****III. Agenda Order****IV. Approval of Minutes**

for the April 2, 3, 16 and 17, 2018, meetings of the City Council.

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

- VI.-1** [2018-409](#) Adopt an Ordinance for the petition filed by Utpal Patel, Owner to change the zoning classification for a certain property located at 208 North 38th Avenue (Parcel 2-028L-07-144.01, PPIN 41562, Ward 1) from Section 4.5.9, B-2 (Neighborhood Business) District to Section 4.5.10, B-3 (Community Business) District. Hattiesburg Planning Commission recommended to Deny on April 4, 2018.

Attachments: [April HPC Minutes](#)
[208 N 38th Ave - Staff Report](#)
[208 N 38th Ave Zoning Map](#)
[Ordinance - 208 N 38th Ave \(rezone\)](#)

- VI.-2** [2018-403](#) Adopt a Resolution declaring surplus certain equipment and vehicle and authorize the sale of said items at auction, and removal of said equipment and vehicle from the City's inventory of the Parks and Recreation Department, Cemetery Urban Forestry Division.

Attachments: [Parker- Memo](#)
[RES-Surplus Equipment and Vehicle, Parks and Rec](#)
[RES#2018-63, executed RES-Surplus Equipment and Vehicle, Parks and Rec](#)

- VI.-3** [2018-424](#) Adopt Resolution declaring one (1) 2005 Chevrolet Truck (1GCEC14T45Z307407) surplus; authorize sale of said vehicle at auction and removal of said vehicle from the inventory of Water and Sewer Department of the City of Hattiesburg.

Attachments: [RES-Surplus Truck, Water and Sewer](#)
[RES#2018-64, executed RES-Surplus Truck, Water and Sewer](#)

- VI.-4** [2018-423](#) Adopt a Resolution authorizing Requisition No. 19 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.
- Attachments:** [2016 Bond Resolution No. 19](#)
 [RES#2018-65, executed 2016 Bond Resolution No. 19](#)
- VI.-5** [2018-433](#) Authorize the Mayor to execute in quadruplicate an Interlocal Agreement with Forrest County, Mississippi to facilitate the construction of a pedestrian bridge over U.S. Highway 49 adjacent to Country Club Road in the City.
- Attachments:** [Country Club interlocal agreement](#)
 [executed Country Club interlocal agreement](#)
- VI.-6** [2018-432](#) Authorize the Mayor to execute in quadruplicate an Interlocal Agreement with Forrest County, Mississippi to facilitate the construction of a public sidewalk between J. Ed Turner Road and the Longleaf Trace in the City.
- Attachments:** [J Ed Turner interlocal agmt](#)
 [executed J Ed Turner interlocal agmt](#)
- VI.-7** [2018-430](#) Authorize Mayor to execute professional services agreement between City of Hattiesburg and Doleac Electric to provide generator maintenance on all city-owned generators at a cost of \$56,575 for annual maintenance and an additional fee of \$21,280 for semi-annual maintenance.
- Attachments:** [Generator Maintenance Agreement, Doleac Electric, 5-8-18](#)
 [executed Generator Maintenance Agreement, Doleac Electric, 5-8-18](#)
- VI.-8** [2018-404](#) Authorize the Mayor to execute an Authority to Cancel Resolution of Condemnation for property located at 1305 Rebecca Avenue; Authorize recording of same.
- Attachments:** [Admin Memo](#)
 [Authority to Cancel](#)
- VI.-9** [2018-405](#) Authorize Mayor to execute contract between City of Hattiesburg Parks and Recreation Department and Michelle Williams for the management operation of the City of Hattiesburg Summer Aquatic Program.
- Attachments:** [Pool Contract-Michelle Williams 5-8-18](#)
 [executed Pool Contract-Michelle Williams 5-8-18](#)

- VI.-10** [2018-436](#) Approve Construction Change Request No. 1 for the Highway 11 Medical Park Access Roadway Project (DIP-363) for an increase of \$3,448.50 to the contract; Authorize Mayor to execute duplicate copies of same.

Attachments: [104-16 Construction Change Request No 1](#)
[executed 104-16 Construction Change Request No 1](#)

- VI.-11** [2018-438](#) Declare and approve a sole source purchase covering rental of election equipment and related services for the upcoming municipal election for Special School Bond, as provided for in MS Code Section 31-7-13(m) (viii), based on information in the attached memorandum; authorize City Clerk to execute rental agreement with Election Systems and Software, Inc., in an amount not to exceed \$10,950.00.

Attachments: [ESS-811 City of Hattiesburg Election Support](#)
[Sole Source-Memo-Eaton](#)

- VI.-12** [2018-406](#) Ratify and confirm the Mayor's appointment of Jennifer D. Payne (W1) to the Hattiesburg Convention Commission Board for a two (2) - year term beginning May 8, 2018 and ending May 7, 2020.

Attachments: [Payne-Resume](#)
[Payne- Data Sheet](#)

- VI.-13** [2018-439](#) Designate Festival South's kick-off event, the Best of the Pine Belt awards gala June 2, 2018, at the Saenger Theater as a city-approved event for the purposes described in Ordinance Number 3148.

Attachments: [Email - David Gustafson, Best of the Pine Belt Awards Gala](#)
[ORD 3148 - Possession and Consumption of Beer and Light Wine](#)

- VI.-14** [2018-440](#) Adopt a Resolution endorsing the bond referendum scheduled for May 22, 2018 and encouraging all citizens of Hattiesburg Public School district to vote in favor of the bond.

Attachments: [Council Resolution-School Bond](#)
[RES#2018-66, executed Council Resolution-School Bond](#)

VII. ROUTINE AGENDA

- VII.-1** [2018-422](#) Acknowledge receipt of Privilege Tax License Report for March 2018.

Attachments: [Memo-Privilege License Report for March 2018](#)
[Privilege License Report-March 1-31-2018](#)

- VII.-2** [2018-431](#) Acknowledge Proofs of Publication for the month of March 2018.

Attachments: [Memo-Proof of Publication March 2018 Report](#)
[PUBLICATIONS FOR MARCH 2018](#)
[CLARION LEDGER PUBLICATION FOR 032018](#)

- VII.-3** [2018-427](#) Acknowledge receipt of executed Warranty Deed from Stan Black for a portion of Lamar County Tax Parcel No. 051D-02-001.003 PPIN 35075 for the J. Ed Turner Drive Multi-Use Path Corridor Project.

Attachments: [Stan Black - PPIN 35075 - Signed Warranty Deed](#)

- VII.-4** [2018-426](#) Acknowledge receipt of a Permanent Utility Easement from Jeanette H. Salter for a portion of Forrest County Tax Parcel No. 2-038D-16-100.00 PPIN 14107; Authorize City Clerk to record with Forrest County.

Attachments: [Utility Easement - Salter](#)

- VII.-5** [2018-407](#) Acknowledge receipt of a Permanent Easement from Eldridge and Rosetta Johnson, crossing a part of Lot 10, Block 2 of the E. P. Cassidy Subdivision, further identified as Forrest County Tax Parcel No. 2-038D-16-099.00, for the purpose of maintenance, stabilization and erosion control of an existing ditch; Authorize City Clerk to record easement with Forrest County.

Attachments: [509 Timothy Lane - Johnson](#)

- VII.-6** [2018-425](#) Acknowledge receipt of Permanent Utility Easement and Temporary Construction Easement from Madison Place Homeowner's Association, Inc. for a portion of Lamar County Tax Parcel No. 051G-01-292.000; Temporary Construction Easement is for the COMSWIP Sewer Project Phase V; Authorize City Clerk to record permanent utility easement with Lamar County.

Attachments: [Signed Perm Easement.Madison Place Homeowner Assn](#)

- VII.-7** [2018-429](#) Acknowledge receipt of bid from DPC Enterprises for Term Bid Item #11; reject bid due to technicalities and procurement laws and authorize re-advertisement for bids.

Attachments: [DPC Bid to reject](#)
[Item #11 - Notice to Bidders Revised](#)
[Item #11 - Specifications Revised](#)
[executed Item #11 - Notice to Bidders Revised](#)

- VII.-8** [2018-419](#) Acknowledge bids received on March 8, 2018 for Computers and Cradle Points for Hattiesburg Police Department vehicles and accept bid from Pinnacle Network in the amount of \$66,933.70 as the best bid received.

Attachments: [Memo from Chief](#)
 [Howard-Bid](#)
 [Pinnacle Network01-Bid](#)
 [Pinnacle Network02-Bid](#)
 [Pinnacle Network03-Bid](#)
 [Pinnacle Network04-Bid](#)
 [Pinnacle Network05-Bid](#)

- VII.-9** [2018-428](#) Acknowledge no bids were received on March 15, 2018 for Term Bid Items #13-Sodium Fluoride & Lime and # 28- replacement parts for aerators at the north and south lagoons for the Water and Sewer Department of the City of Hattiesburg; Authorize re-advertisement for bids.

Attachments: [Item #13 - Notice to Bidders Revised](#)
 [Item #13 - Specifications Revised](#)
 [Item # 28 - Notice to Bidders Revised](#)
 [Item # 28 - Specifications Revised](#)
 [executed Item #13 & Item #28- Notice to Bidders Revised](#)

- VII.-10** [2018-437](#) Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #21 (Sand, Gravel, and Fill Dirt) for the City of Hattiesburg Public Works Department.

Attachments: [Item #21 - Notice to Bidders](#)
 [Item #21 - Specifications](#)
 [executed Item #21 - Notice to Bidders](#)

- VII.-11** [2018-434](#) Approve Plans and Specifications for the Bobby L. Chain Municipal Airport Taxiway A Extension Part 2 Project; Authorize publication of Advertisement for Bids for same.

Attachments: [Hattiesburg Taxiway A Extension Part 2 Plans - Revised](#)
 [Hattiesburg Taxiway A Extension Part 2 - Spec Book](#)
 [Advertisement for Bidders](#)
 [executed Advertisement for Bidders for the Bobby L. Chain Municipal Airport Ta](#)

- VII.-12** [2018-415](#) Approve the sale of grave spaces, per attached memos, receipts and deeds.

Attachments: [Memos \(05-08-18\)](#)
 [Receipts \(05-08-18\)](#)
 [Deeds\(05-08-18\)](#)
 [executed Deeds\(05-08-18\)](#)

- VII.-13** [2018-416](#) Approve claims docket for the period ending April 30, 2018.

Attachments: [DOCKET 18.04-30](#)



City of Hattiesburg, MS

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

Master

File Number: 2018-409

File ID: 2018-409

Type: Regular Agenda Item

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

Requester: Ginger Lowrey

File Created: 04/25/2018

Brief Title: Adopt an Ordinance to rezone 208 North 38th Avenue
in Ward 1 to B-3.

Final Action:

Minute Book Number:

Title: Adopt an Ordinance for the petition filed by Utpal Patel, Owner to change the zoning classification for a certain property located at 208 North 38th Avenue (Parcel 2-028L-07-144.01, PPIN 41562, Ward 1) from Section 4.5.9, B-2 (Neighborhood Business) District to Section 4.5.10, B-3 (Community Business) District. Hattiesburg Planning Commission recommended to Deny on April 4, 2018

Notes:

Agenda Date: 05/22/2018

Indexes:

Agenda Number: VI.-2

Sponsors:

Enactment Date: 05/22/2018

Attachments: April HPC Minutes, 208 N 38th Ave - Staff Report, 208 N 38th Ave Zoning Map, Ordinance - 208 N 38th Ave (rezone)

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date: 06/22/2018

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1		05/08/2018					
2		05/22/2018					

Text of Legislative File 2018-409

Title

Adopt an Ordinance for the petition filed by Utpal Patel, Owner to change the zoning classification for a certain property located at 208 North 38th Avenue (Parcel 2-028L-07-144.01, PPIN 41562, Ward 1) from Section 4.5.9, B-2 (Neighborhood Business) District to Section 4.5.10, B-3 (Community Business) District. Hattiesburg Planning Commission recommended to Deny on April 4, 2018

Summary

Adopt an Ordinance to rezone 208 North 38th Avenue in Ward 1 to B-3.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
April 4, 2018**

The Hattiesburg Planning Commission did meet in a regular session on April 4, 2018 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Dick Conville, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Dick Conville, Chairman
Amy Hinton, Vice-Chairman
Mark Miller
Kenneth Waites
Rebekah Ray
Judy Corts
Jessie Wilson

Commissioners Absent: James Hughes
Paul Sims
Sandra Thompson

Also Present: Ginger Maddox Lowrey, AICP, Planning Division Manager
Andrew Ellard, Director of Urban Development
Stephen Guthrie, Planner
Steve Mitchell, Building Official

Chairman Conville declared the meeting of the Hattiesburg Planning Commission open and in session at 1:07 P.M.

INVOCATION

Commissioner Conville held a moment of silence in honor of Dr. Martin Luther King Jr.

AGENDA REVIEW

There came the matter of the April 2018 Agenda. A request was made by Chairman Conville for a motion to approve the April 2018 Agenda. A motion was made to approve the April 2018 Agenda by Commissioner Wilson and seconded by Commissioner Hinton.

Commissioners voting aye: Dick Conville, Chairman
Amy Hinton, Vice-Chairman
Mark Miller
Kenneth Waites
Rebekah Ray
Judy Corts
Jessie Wilson

Commissioners voting nay: None

MINUTES REVIEW

There came the matter of the March 7, 2018, minutes. A request was made by Chairman Conville for a motion to approve the March 7, 2018, minutes. A motion was made by Commissioner Hinton to approve the minutes and seconded by Commissioner Ray.

Commissioners voting aye: Dick Conville, Chairman
Amy Hinton, Vice-Chairman
Mark Miller
Kenneth Waites
Rebekah Ray
Judy Corts
Jessie Wilson

Commissioners voting nay: None

REPORTS

BUILDING REPORT

There came the matter of the Building Inspection Report. Steve Mitchell provided a building report for March 2018.

PLANNING REPORT

There came the matter of the Planning Report by Ginger Maddox Lowrey, AICP, Planning Division Manager. On March 19, 2018 the City Council reviewed the following Hattiesburg Planning Commission recommendations and voted as follows: The City Council approved the rezoning of 221 Mobile St. (HPC approval upheld); The City Council approved the partial alley closure north of Tuscan Avenue, between Cherry Street and Cedar Street (HPC approval upheld); The City Council denied the rezoning of 1226 Ida Avenue. (HPC denial upheld); the Rezoning and Conditional Use request for a property on Jackson Road south of the Longleaf Trace remains tabled by the Planning Commission; the establishment of zoning for Mandalay Villas at Greystone Subdivision, denied by the HPC, has been appealed. The public hearing for that appeal has been set for April 16, 2018 at 4:00pm in City Hall before the City Council.

Mrs. Lowrey also informed the Commission of training opportunities for the Planning Commission, tentatively set for July.

CHAIRMAN’S REPORT

There came the matter of the Chairman’s Report. No report was submitted

PUBLIC HEARING – PLANNING COMMISSION

Chairman Conville declared the Public Hearing for the Planning Commission open at 1:12 P.M. and read the rules and procedures of the hearing.

There came the matter of Item A (Digital Billboard), filed by Clint Walker, Applicant, as required in the Land Development Code, Ord. No. 3209, to request a permit for a replacement “Digital Billboard” as provided in Section 10.13.6 and all applicable regulations for a certain property located at 6192 US Hwy 98 (Parcel 052R-10-015.000, PPIN 20599, Ward 3).

	Name	Address	City/State
<u>Presented by:</u>	Clint Walker	7092 Hwy 98	Hattiesburg, MS
	- Owner		

Will Simmons1724A 23rd AveMeridian, MS

- Attorney

Proponents:None

Opponents:None

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Miller made a motion to deny the request due to the fact that the structures required for removal had yet to be used for advertisement. The motion was seconded by Commissioner Ray.

Commissioners voting aye:None

Commissioners voting nay:Dick Conville, Chairman
Amy Hinton, Vice-Chairman
Mark Miller
Kenneth Waites
Rebekah Ray
Judy Corts
Jessie Wilson

The motion to deny failed.

Commissioner Hinton made a motion to approve the request. The motion was seconded by Commissioner Corts.

Commissioners voting aye:Dick Conville, Chairman
Amy Hinton, Vice-Chairman
Mark Miller
Kenneth Waites
Rebekah Ray
Judy Corts
Jessie Wilson

Commissioners voting nay:None

There came the matter of Item B (Rezoning), filed by Utpal Patel, Owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for a certain property located at 208 North 38th Avenue (Parcel 2-028L-07-144.01, PPIN 41562, Ward 1) from Section 4.5.9, B-2 (Neighborhood Business) District to Section 4.5.10, B-3 (Community Business) District.

Presented by:

NameAddressCity/State

S. Joel JohnsonP.O. Box 17738Hattiesburg, MS

- Attorney

Proponents:None

Opponents:None

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Miller made a motion to deny the request for rezoning because there is not a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is not a public need for the change in question, based on the Comprehensive Plan. The motion was seconded by Commissioner Wilson.

Commissioners voting aye: Dick Conville, Chairman
Amy Hinton, Vice-Chairman
Mark Miller
Kenneth Waites
Rebekah Ray
Judy Corts
Jessie Wilson

Commissioners voting nay: None

BUSINESS MEETING

There being no further business, the meeting was adjourned at 1:55 PM. Commissioner Hinton made a motion to adjourn the meeting. The motion was seconded at Commissioner Corts.

Dick Conville, Chairman

Ginger Maddox Lowrey, AICP, CFM, Planning Division Manager

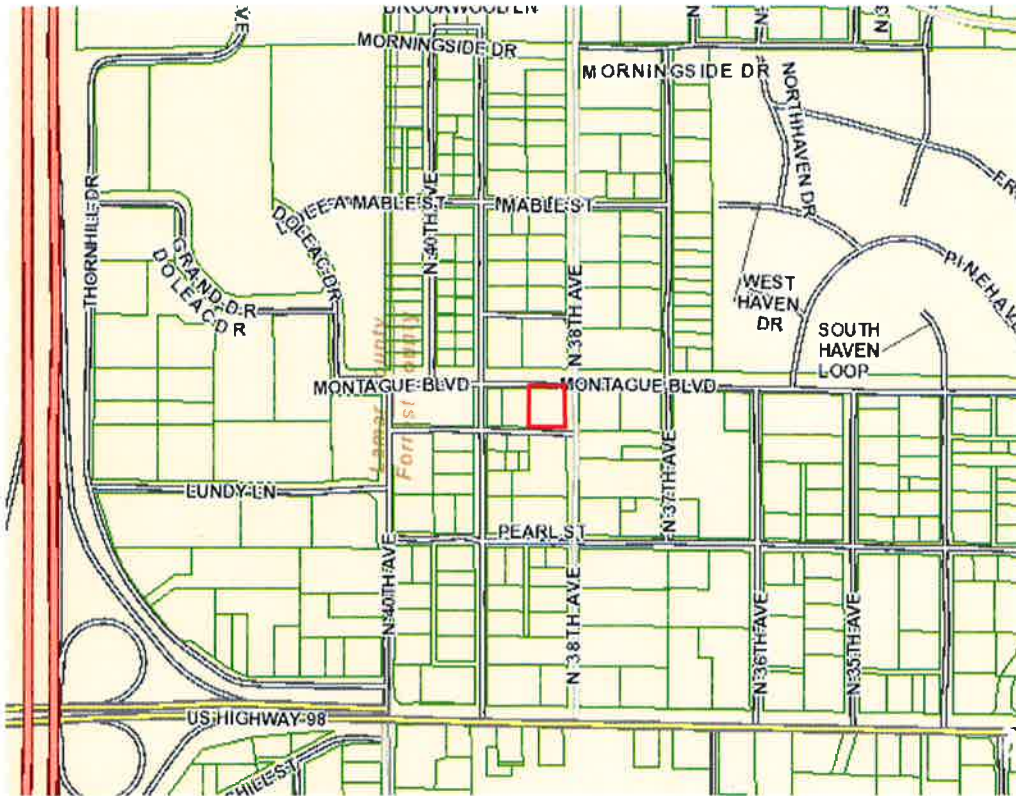
SUBJECT PARCEL: 208 North 38th Avenue

Utpal Patel, Owner

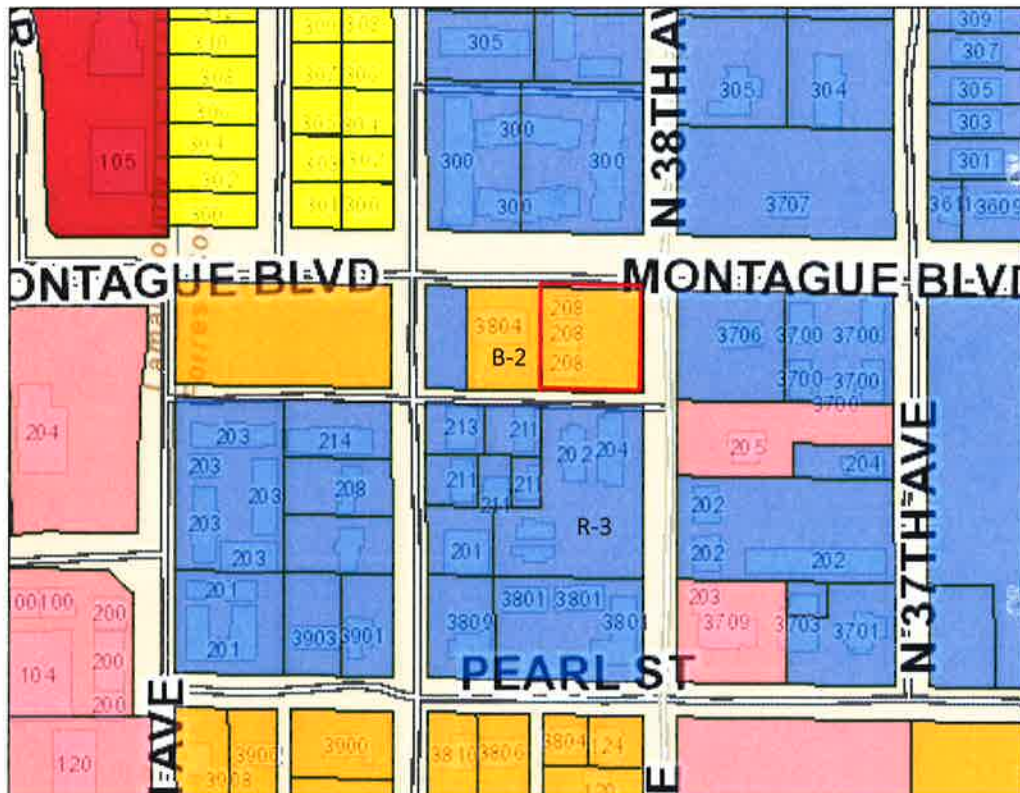
The applicant requests to change the zoning classification for a certain property located at 208 North 38th Avenue (Parcel 2-028L-07-144.01, PPIN 41562, Ward 1) from Section 4.5.9, B-2 (Neighborhood Business) District to Section 4.5.10, B-3 (Community Business) District.



Vicinity Map—Ward 1



Zoning—B-2



Site Aerial



SURROUNDING AREA

Northern Direction: R-3 (Multi-Family) Residential



Southern Direction: R-3 (Multi-Family) Residential



Eastern Direction: R-3 (Multi-Family) Residential



Western Direction: R-3 (Multi-Family) Commercial





**Planning Commission
Case Fact Sheet**

Property Owner: Utpal Patel

Address of Properties: 208 North 38th Avenue
Tax Parcels: 2-028L-07-144.01
PPIN: 41562
Ward: 1

Request: **Zoning Change**

Purpose of Request: To consider an application to change the zoning classification for a certain property located at 208 North 38th Avenue (Parcel 2-028L-07-144.01, PPIN 41562, Ward 1) from Section 4.5.9, B-2 (Neighborhood Business) District to Section 4.5.10, B-3 (Community Business) District.

Applicant Summary: See Attached

Applicable Regulations:

SECTION 4 **Zoning Districts Established**

4.5.9 B-2 Neighborhood Business District: The purpose of the B-2 District is to provide for retail and personal service uses in locations convenient to residential neighborhoods consistent with comprehensive planning policies. This district is consistent with the Neighborhood Business District in the Comprehensive Plan.

4.5.10 B-3 Community Business District: The purpose of the B-3 District is to provide for retail, personal service, and offices in locations with convenient access to the community consistent with comprehensive planning policies. This district is consistent with the Community Business District in the Comprehensive Plan.

Present Zoning: This parcel is currently zoned B-2 (Neighborhood Business)

Present Use: Convenience Store/Gas Station

**Surrounding Zoning
and Land Use:**

North: R-3 (Multi-Family) Residential
South: R-3 (Multi-Family) Residential
East: R-3 (Multi-Family) Residential
West: R-3 (Multi-Family) Residential / Fire Station

**Most Nearly
Bounded By (streets):**

This parcel is accessible from the East by North 38th Avenue and the North by Montague Boulevard. It is bounded on the West by North 39th Avenue and the South by Pearl Street.

**Letters or
Concerns stated:**

The Planning Division Office has not received any letters or other written communications relative to this case as of March 21, 2018

History / Background:

The site plan for this location was approved in 2013.
The site was constructed in 2014.

Basis for Approval:

1. There is a mistake in the original zoning.
2. The character of the neighborhood **(has / has not)** changed substantially so that rezoning is clearly justified and there **(is / is not)** a public need for the rezoning
3. Annexation

Rezoning Information (1 page)

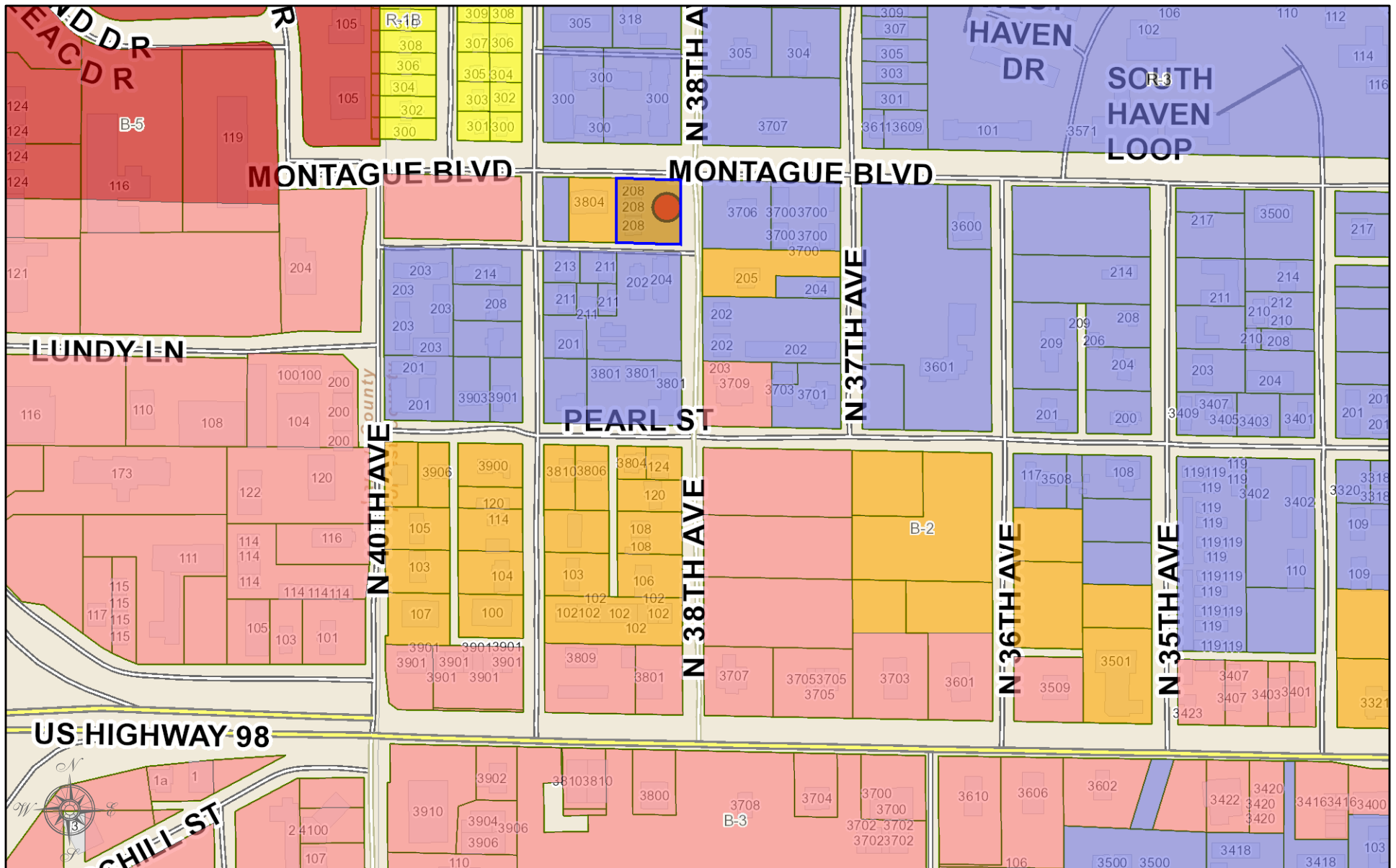
One of the following conditions must be met before a rezoning can be recommended. Check the condition(s) most applicable to your request and explain in writing.

- A. There is a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan.
- B. There is a mistake in the original zoning.
- C. Annexation

Detailed explanation of condition(s) most applicable to your request: (Please print or type.)

Manisha, Inc. owns the real property located at 208 N. 38th Avenue. Manisha, Inc. constructed a new, attractive building at this location at which it operates a convenience store and gas station. The building contains a separate commercial space that Manisha, Inc. intended to lease. Unfortunately, it has remained empty and un-leased since construction. The neighborhood has continued to prosper and there are numerous apartments, residences and other businesses in the neighborhood. The principal of Manisha, Inc. has formed a new LLC named Jay Hanuman, LLC for the purpose of operating a package liquor store in the empty commercial space adjoining the convenience store (which sells, among other things, beer and tobacco products). To do this will necessitate a zoning reclassification to B3, B4 or B5. If allowed, a new business will be opened, operated lawfully and will produce employment and tax revenue. An empty commercial is not good for anyone. The new store will be attractive and operated in a first class manner. It will benefit the neighborhood.

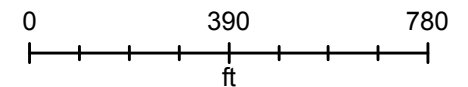
208 N 38th Ave. - Zoning - 4/30/2018



City of Hattiesburg, MS

DISCLAIMER: This map is ONLY FOR REFERENCE. There is NO WARRANTY of the accuracy of data. This information CANNOT be used as a substitute for legal, business, tax or other professional advice.

MAP DATE: April 30, 2018



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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____

**AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE
ZONING DISTRICT MAP FOR A CERTAIN PROPERTY
LOCATED AT 208 NORTH 38TH AVENUE
(PARCEL 2-028L-07-144.01, PPIN 41562, WARD 1)
FROM SECTION 4.5.9, B-2 (NEIGHBORHOOD BUSINESS) DISTRICT
TO SECTION 4.5.10, B-3 (COMMUNITY BUSINESS) DISTRICT.**

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 3209, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to DENY said change in zoning for the following reasons:

There is not a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is not a public need for the change in question, based on the comprehensive plan

Said properties are described as follows:

Lots 1, 2 and the East 40 feet of Lot 3, Block 20, of Pinecrest Second Survey, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; all together with all improvements thereon and appurtenances thereunto belonging.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Land Development Code Ordinance No. 3209, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form 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:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the _____ day of _____ A.D., 2018.

(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 _____ day of _____ A.D., 2018.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2018-403

File ID: 2018-403

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 04/19/2018

Brief Title: Resolution declaring equipment and vehicle as surplus;authorizing sale of said items.

Final Action: 05/08/2018

Minute Book Number: MB2018-116

Title:

Adopt a Resolution declaring surplus certain equipment and vehicle and authorize the sale of said items at auction, and removal of said equipment and vehicle from the City's inventory of the Parks and Recreation Department, Cemetery Urban Forestry Division.

Notes:

Agenda Date: 05/08/2018

Indexes:

Agenda Number: VI.-2

Sponsors:

Enactment Date:

Attachments: Parker- Memo, RES-Surplus Equipment and Vehicle, Parks and Rec, RES#2018-63, executed RES-Surplus Equipment and Vehicle, Parks and Rec

Enactment Number:

Contact:

Meeting Date: 05/08/2018

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/08/2018	Adopt				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Adopt a Resolution declaring surplus certain equipment and vehicle and authorize the sale of said items at auction, and removal of said equipment and vehicle from the City's inventory of the Parks and Recreation Department, Cemetery Urban Forestry Division.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2018-403

Title

Adopt a Resolution declaring surplus certain equipment and vehicle and authorize the sale of said items at auction, and removal of said equipment and vehicle from the City's inventory of the Parks and Recreation Department, Cemetery Urban Forestry Division.

Summary

Resolution declaring surplus of equipment and vehicle and authorizing sale of said items.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

To: Mayor and City Council

From: Andy Parker, General Manager of Cemeteries/Urban Forestry

Date: April 17, 2018

Subject: Unit # 11995, bucket truck, Unit # 13082, mower - surplus & auction

Unit # 11995, is a 2000 Chevy/Altec bucket truck which is 18 years old and in need of extensive repairs. The main issue is the aerial unit is old and in need of a complete overhaul. The company who does the testing and certification for the aerial unit, recommended a complete reconditioning of structural mounting, leveling system, hydraulics and safety equipment to make it safe to operate. A complete overhaul of the aerial unit would be somewhere from \$20,000 to 30,000. Mechanically, the truck still is functional but the transmission will need to be rebuilt or replaced. Estimate \$4,000 for transmission repairs. This is the older bucket truck that was used for back-up and emergency/storm situations. It has been parked since the last inspection, in early 2017.

Unit #13082, is a 2002 John Deere mower was used at the cemetery division. The mower is 16 years old and worn out. This model is obsolete and is hard to procure parts for repairs.

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines the following vehicle and equipment:

<u>Unit#</u>	<u>Make/Model</u>	<u>MFR Date</u>	<u>VIN</u>
11995	Chevy Bucket Truck	2000	1GBL7H1C2YJS11400

to be surplus and not necessary to the future operation of the City; and

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

WHEREAS, the governing authorities of the City of Hattiesburg desire to convey said vehicle and equipment (as listed above).

NOW, THEREFORE, BE IT RESOLVED that the Hattiesburg City Council does hereby declare surplus the following vehicle and equipment

<u>Unit#</u>	<u>Make/Model</u>	<u>MFR Date</u>	<u>VIN</u>
14691	Chevy Bucket Truck	2005	1GCEC14T45Z307407
13082	John Deere Mower	2002	

and authorize Mayor to convey said vehicle and equipment, to be sold at auction .

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, on this the 8th day of May , A.D., 2018.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, on this the 8th day of May, A.D., 2018.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines the following vehicle and equipment:

<u>Unit#</u>	<u>Make/Model</u>	<u>MFR Date</u>	<u>VIN</u>
11995	Chevy Bucket Truck	2000	1GBL7H1C2YJS11400

to be surplus and not necessary to the future operation of the City; and

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

WHEREAS, the governing authorities of the City of Hattiesburg desire to convey said vehicle and equipment (as listed above).

NOW, THEREFORE, BE IT RESOLVED that the Hattiesburg City Council does hereby declare surplus the following vehicle and equipment

<u>Unit#</u>	<u>Make/Model</u>	<u>MFR Date</u>	<u>VIN</u>
14691	Chevy Bucket Truck	2005	1GCEC14T45Z307407
13082	John Deere Mower	2002	

and authorize Mayor to convey said vehicle and equipment, to be sold at auction .

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

YEAS: George
Delgado
Carroll
Dryden
Brown

NAYS: None

The President thereby declared the motion carried and the Resolution adopted, on this the 8th day of May , A.D., 2018.

(S E A L)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, on this the 8th day of May, A.D., 2018.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2018-424

File ID: 2018-424

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 04/30/2018

Brief Title: Declaring Surplus a 2005 Chevrlter Truck and
authorizing sale of vehicle at auction.
Surplus

Final Action: 05/08/2018

Minute Book Number: MB2018-116

Title:

Adopt Resolution declaring one (1) 2005 Chevrolet Truck
(1GCEC14T45Z307407) surplus; authorize sale of said vehicle at auction
and removal of said vehicle from the inventory of Water and Sewer
Department of the City of Hattiesburg.

Notes:

Agenda Date: 05/08/2018

Indexes:

Agenda Number: VI.-3

Sponsors:

Enactment Date:

Attachments: RES-Surplus Truck, Water and Sewer, RES#2018-64,
executed RES-Surplus Truck, Water and Sewer

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/08/2018	Adopt				Pass
	Action Text: Adopt						
		Yea: 5		Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown			

Text of Legislative File 2018-424

Title

Adopt Resolution declaring one (1) 2005 Chevrolet Truck (1GCEC14T45Z307407) surplus;
authorize sale of said vehicle at auction and removal of said vehicle from the inventory of Water

and Sewer Department of the City of Hattiesburg.

Summary

Adopt Resolution declaring 2005 Chevy Truck surplus and authorizing sale of vehicle at auction and removal from Water and Sewer Department inventory.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines the following vehicle(s)

<u>Unit#</u>	<u>Make/Model</u>	<u>MFR Date</u>	<u>VIN</u>
14691	Chevy Truck	2005	1GCEC14T45Z307407

to be surplus and not necessary to the future operation of the City; and

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

WHEREAS, the governing authorities of the City of Hattiesburg desire to convey said vehicle (as listed above).

NOW, THEREFORE, BE IT RESOLVED that the Hattiesburg City Council does hereby declare surplus the following vehicle and equipment

<u>Unit#</u>	<u>Make/Model</u>	<u>MFR Date</u>	<u>VIN</u>
14691	Chevy Truck	2005	1GCEC14T45Z307407

and authorize Mayor to convey said vehicle and equipment, to be sold at auction .

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, on this the 8th day of May , A.D., 2018.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, on this the 8th day of May, A.D., 2018.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines the following vehicle(s)

<u>Unit#</u>	<u>Make/Model</u>	<u>MFR Date</u>	<u>VIN</u>
14691	Chevy Truck	2005	1GCEC14T45Z307407

to be surplus and not necessary to the future operation of the City; and

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

WHEREAS, the governing authorities of the City of Hattiesburg desire to convey said vehicle (as listed above).

NOW, THEREFORE, BE IT RESOLVED that the Hattiesburg City Council does hereby declare surplus the following vehicle and equipment

<u>Unit#</u>	<u>Make/Model</u>	<u>MFR Date</u>	<u>VIN</u>
14691	Chevy Truck	2005	1GCEC14T45Z307407

and authorize Mayor to convey said vehicle and equipment, to be sold at auction .

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

YEAS: George
Delgado
Carroll
Dryden
Brown

NAYS: None

The President thereby declared the motion carried and the Resolution adopted, on this the 8th day of May , A.D., 2018.

(S E A L)

ATTEST:



CLERK OF COUNCIL

ADOPTED:



PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, on this the 8th day of May, A.D., 2018.

ATTEST:



CITY CLERK

APPROVED:



MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2018-423

File ID: 2018-423

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 04/30/2018

Brief Title: Adopt a Resolution authorizing Requisition No. 19 from the Project Fund Construction Account - 2016 Water/Sewer Bonds.

Final Action: 05/08/2018

Minute Book Number: MB2018-116-117

Title:

Adopt a Resolution authorizing Requisition No. 19 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Notes:

Agenda Date: 05/08/2018

Indexes:

Agenda Number: VI.-4

Sponsors:

Enactment Date:

Attachments: 2016 Bond Resolution No. 19, RES#2018-65, executed 2016 Bond Resolution No. 19

Enactment Number:

Contact:

Meeting Date: 05/08/2018

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	05/08/2018	Adopt				Pass
Action Text: A MOTION was made by Council Member Brown and seconded by Council Member George to Adopt a Resolution authorizing Requisition No. 19 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2018-423

Title

Adopt a Resolution authorizing Requisition No. 19 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Summary

Adopt a Resolution authorizing Requisition No. 19 from the Project Fund Construction Account - 2016 Water/Sewer Bonds.

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. **19** from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated August 18, 2016. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING REQUISITION NO. 19 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF AUGUST 18, 2016, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on August 18, 2016 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed \$25,000,000 (the “Loan”) pursuant to the terms and conditions of that certain loan agreement, dated as of August 18, 2016, by and between the Mississippi Development Bank and the City (the “Loan Agreement”).

Whereas, the City Council of the City now finds it necessary to approve Requisition No. **19** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$46,683.88** 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. **19** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Forty-Six Thousand Six Hundred Eighty-Three and 88/100 dollars (\$46,683.88)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Regions Bank, as Trustee to disburse funds of Requisition No.**19** in the total aggregate amount of **Forty-Six Thousand Six Hundred Eighty-Three and 88/100 dollars (\$46,683.88)** as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **8th day of May**, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **8th day of May**, 2018.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

RE: \$25,000,000.00 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Series 2016 Bonds") secured by \$25,000,000.00 Taxable Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated August 18, 2016 (the "Series 2016 Note").

**TO: Regions Bank
400 West Capitol, 7th Floor
Little Rock, AR 72201
ATTN: Corporate Trust Department**

REQUISITION NO.: 19

DATE OF REQUISITION: 5/8/2018

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Pittman Law Firm P O Drawer 17138 Hattiesburg, MS 39404-8138	093695.7220.54	\$ 1,878.66	921	Sewer Improvements Ph V Period: 2/01/18 - 03/31/18 MB 2017-27 SDW Project# 1273-S005
2	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.70	\$ 44,805.22	20197	Sewer Improvements Ph VIII - Camp St. Area Period: 03/01/18 - 04/30/28 MB 2011-4/89-110 SDW #1273-S010
			<u>\$ 46,683.88</u>		

V89717

PITTMAN LAW FIRM
 A PROFESSIONAL ASSOCIATION
 ATTORNEYS AT LAW
 POST OFFICE DRAWER 17138
 HATTIESBURG, MISSISSIPPI 39404-7138

TAX IDENTIFICATION
 NO. 47-1234614

Date: 04/03/2018

TELEPHONE
 601.264.3314

City of Hattiesburg
 Department of Public Services
 P.O. Box 1898
 Hattiesburg, MS 39403-1898
 Legal Service Rendered:

Invoice #: 921

Vendor No.

City of Hattiesburg - COMSWIP Sewer Project

Professional Services

Date	Details	Hours	Rate	Amount
02/21/2018	JHP Correspondence to Robert Schwartz on Gary Fordham	0.60	\$150.00	\$90.00
03/06/2018	JHP Correspondence to Property Owners on Site 5 as 2nd Contact	0.40	\$150.00	\$60.00
03/07/2018	JHP Meeting and telephone conference with Landowner on Site 4 & 5 and resend on one FMVO; Update email to Lamar Rutland and Randy Pope	2.80	\$150.00	\$420.00
03/08/2018	JHP Work on Summary Memo as to remaining Parcels, etc.	0.80	\$150.00	\$120.00
03/09/2018	JHP Emails to and from Lamar Rutland to schedule meeting	0.30	\$150.00	\$45.00
03/14/2018	JHP Telephone conference with Dr. Bevard about construction method, etc.	0.40	\$150.00	\$60.00
03/19/2018	JHP Prepare for meeting with Engineers	1.00	\$150.00	\$150.00
03/20/2018	JHP Meeting at Shows, Dearman & Waits with Engineers and Randy Pope; Email to and from Dr. Bevard; email to John Eye; work on different Parcels	2.80	\$150.00	\$420.00
03/21/2018	JHP Telephone conference with Scott Martin and email to Lamar & Kyle	0.60	\$150.00	\$90.00
03/22/2018	JHP Telephone call to Scott Martin on water tap question; email from Lamar Rutland; 2nd call from Scott Martin; email to Lamar with address, etc.	0.50	\$150.00	\$75.00
03/23/2018	JHP Redraft of Easement and Correspondence to Scott Martin	0.70	\$150.00	\$105.00

03/28/2018	JHP	Review of Engineers reports and email to Lamar and Kyle on Fordham-Thompson parcel	0.50	\$150.00	\$75.00
03/29/2018	JHP	1st draft of Correspondence to Robert Schwartz, Attorney for Fordham-Thompson; Final draft and response	0.80	\$150.00	\$120.00
For professional services rendered			12.20		\$1,830.00

Additional Charges

Date	Details	Quantity	Rate	Amount
02/06/2018	CMH Postage	1	\$1.21	\$1.21
02/13/2018	CMH Postage	1	\$3.10	\$3.10
02/27/2018	BAS Copies	10	\$0.25	\$2.50
02/27/2018	BAS Postage	1	\$9.04	\$9.04
02/28/2018	CMH Copies	10	\$0.25	\$2.50
02/28/2018	CMH Postage	1	\$7.62	\$7.62
03/06/2018	BAS Copies	20	\$0.25	\$5.00
03/06/2018	BAS Postage	1	\$0.94	\$0.94
03/07/2018	BAS Copies	12	\$0.25	\$3.00
03/07/2018	BAS Postage	1	\$7.62	\$7.62
03/23/2018	JHP Copies	14	\$0.25	\$3.50
03/23/2018	JHP Postage	1	\$2.63	\$2.63

Total additional charges	\$48.66
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Invoice Amount	\$1,878.66
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CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

April 9, 2018
Project No: 1273-S010
Invoice No: 20197

Project Manager John Weeks

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

Professional Services from March 1, 2018 to April 30, 2018

Phase	DD	Design Phase Services					
Construction Cost		3,721,611.76					
Fee Percentage		9.00					
Total Fee		334,945.06					
Billing Phase	Percent of Fee	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing	
Design Phase Services	100.00	334,945.06	100.00	334,945.06	290,139.84	44,805.22	
		Totals		334,945.06	290,139.84	44,805.22	
		Total Fee				44,805.22	
				Total this Phase		\$44,805.22	
				Total this Invoice		\$44,805.22	

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

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

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

CITY OF HATTIESBURG, MISSISSIPPI

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

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser

Authorized Officer

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. 19 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated August 18, 2016. After discussion of the subject, Council Member Brown 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. 19 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF AUGUST 18, 2016, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on August 18, 2016 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed \$25,000,000 (the "Loan") pursuant to the terms and conditions of that certain loan agreement, dated as of August 18, 2016, by and between the Mississippi Development Bank and the City (the "Loan Agreement").

Whereas, the City Council of the City now finds it necessary to approve Requisition No. 19 from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$46,683.88** 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. 19 from the Project Fund Construction Account under the Loan in the total aggregate amount of **Forty-Six Thousand Six Hundred Eighty-Three and 88/100 dollars (\$46,683.88)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Regions Bank, as Trustee to disburse funds of Requisition No. 19 in the total aggregate amount of **Forty-Six Thousand Six Hundred Eighty-Three and 88/100 dollars (\$46,683.88)** 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 Brown seconded by Council Member George, and was adopted by the following vote, to wit:

YEAS: George
Delgado
Carroll
Dryden
Brown

NAYS: None

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **8th day of May, 2018.**

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **8th day of May, 2018.**

ATTEST:

APPROVED:


CITY CLERK


MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

RE: \$25,000,000.00 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Series 2016 Bonds") secured by \$25,000,000.00 Taxable Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated August 18, 2016 (the "Series 2016 Note").

TO: Regions Bank
400 West Capitol, 7th Floor
Little Rock, AR 72201
ATTN: Corporate Trust Department

REQUISITION NO.: 19

DATE OF REQUISITION: 5/8/2018

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Pittman Law Firm P O Drawer 17138 Hattiesburg, MS 39404-8138	093695.7220.54	\$ 1,878.66	921	Sewer Improvements Ph V Period: 2/01/18 - 03/31/18 MB 2017-27 SDW Project# 1273-S005
2	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.70	\$ 44,805.22	20197	Sewer Improvements Ph VIII - Camp St. Area Period: 03/01/18 - 04/30/28 MB 2011-4/89-110 SDW #1273-S010

\$ 46,683.88

V89717

PITTMAN LAW FIRM
A PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW
POST OFFICE DRAWER 17138
HATTIESBURG, MISSISSIPPI 39404-7138

TAX IDENTIFICATION
NO. 47-1234614

Date: 04/03/2018

TELEPHONE
601.264.3314

City of Hattiesburg
Department of Public Services
P.O. Box 1898
Hattiesburg, MS 39403-1898
Legal Service Rendered:

Invoice #: 921

Vendor No.

City of Hattiesburg - COMSWIP Sewer Project

Professional Services

Date	Details	Hours	Rate	Amount
02/21/2018	JHP Correspondence to Robert Schwartz on Gary Fordham	0.60	\$150.00	\$90.00
03/06/2018	JHP Correspondence to Property Owners on Site 5 as 2nd Contact	0.40	\$150.00	\$60.00
03/07/2018	JHP Meeting and telephone conference with Landowner on Site 4 & 5 and resend on one FMVO; Update email to Lamar Rutland and Randy Pope	2.80	\$150.00	\$420.00
03/08/2018	JHP Work on Summary Memo as to remaining Parcels, etc.	0.80	\$150.00	\$120.00
03/09/2018	JHP Emails to and from Lamar Rutland to schedule meeting	0.30	\$150.00	\$45.00
03/14/2018	JHP Telephone conference with Dr. Bevard about construction method, etc.	0.40	\$150.00	\$60.00
03/19/2018	JHP Prepare for meeting with Engineers	1.00	\$150.00	\$150.00
03/20/2018	JHP Meeting at Shows, Dearman & Waits with Engineers and Randy Pope; Email to and from Dr. Bevard; email to John Eye; work on different Parcels	2.80	\$150.00	\$420.00
03/21/2018	JHP Telephone conference with Scott Martin and email to Lamar & Kyle	0.60	\$150.00	\$90.00
03/22/2018	JHP Telephone call to Scott Martin on water tap question; email from Lamar Rutland; 2nd call from Scott Martin; email to Lamar with address, etc.	0.50	\$150.00	\$75.00
03/23/2018	JHP Redraft of Easement and Correspondence to Scott Martin	0.70	\$150.00	\$105.00

Invoice # 921

093695.7220.54

MB 2017-27

03/28/2018	JHP	Review of Engineers reports and email to Lamar and Kyle on Fordham-Thompson parcel	0.50	\$150.00	\$75.00
03/29/2018	JHP	1st draft of Correspondence to Robert Schwartz, Attorney for Fordham-Thompson; Final draft and response	0.80	\$150.00	\$120.00

For professional services rendered	12.20	\$1,830.00
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Additional Charges

Date	Details	Quantity	Rate	Amount
02/06/2018	CMH Postage	1	\$1.21	\$1.21
02/13/2018	CMH Postage	1	\$3.10	\$3.10
02/27/2018	BAS Copies	10	\$0.25	\$2.50
02/27/2018	BAS Postage	1	\$9.04	\$9.04
02/28/2018	CMH Copies	10	\$0.25	\$2.50
02/28/2018	CMH Postage	1	\$7.62	\$7.62
03/06/2018	BAS Copies	20	\$0.25	\$5.00
03/06/2018	BAS Postage	1	\$0.94	\$0.94
03/07/2018	BAS Copies	12	\$0.25	\$3.00
03/07/2018	BAS Postage	1	\$7.62	\$7.62
03/23/2018	JHP Copies	14	\$0.25	\$3.50
03/23/2018	JHP Postage	1	\$2.63	\$2.63

Total additional charges	\$48.66
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Invoice Amount	\$1,878.66
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CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

April 9, 2018
Project No: 1273-S010
Invoice No: 20197

Project Manager John Weeks

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

Professional Services from March 1, 2018 to April 30, 2018

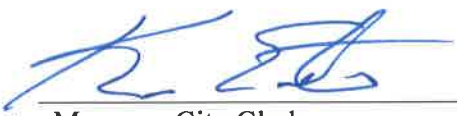
Phase	DD	Design Phase Services					
Construction Cost		3,721,611.76					
Fee Percentage		9.00					
Total Fee		334,945.06					
Billing Phase	Percent of Fee	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing	
Design Phase Services	100.00	334,945.06	100.00	334,945.06	290,139.84	44,805.22	
Totals				334,945.06	290,139.84	44,805.22	
		Total Fee			44,805.22		
				Total this Phase	\$44,805.22		
				Total this Invoice	\$44,805.22		

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

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

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

CITY OF HATTIESBURG, MISSISSIPPI

By: 

Title: Mayor or City Clerk
(Authorized City Representative)

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser

Authorized Officer



City of Hattiesburg, MS

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

Master

File Number: 2018-433

File ID: 2018-433

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 04/30/2018

Brief Title: Authorize the Mayor to enter into an Interlocal Agreement with Forrest County, Mississippi to facilitate the construction of a pedestrian bridge over U.S. Highway 49 adjacent to Country Club Road in the City.

Final Action: 05/08/2018

Minute Book Number: MB2018-117

Title:

Authorize the Mayor to execute in quadruplicate an Interlocal Agreement with Forrest County, Mississippi to facilitate the construction of a pedestrian bridge over U.S. Highway 49 adjacent to Country Club Road in the City.

Notes:

Agenda Date: 05/08/2018

Indexes:

Agenda Number: VI.-5

Sponsors:

Enactment Date:

Attachments: Country Club interlocal agreement, executed Country Club interlocal agreement

Enactment Number:

Contact:

Meeting Date: 05/08/2018

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	05/08/2018	Authorize				Pass
Action Text: A MOTION was made by Council Member Brown and seconded by Council Vice President Dryden to Authorize the Mayor to execute in quadruplicate an Interlocal Agreement with Forrest County, Mississippi to facilitate the construction of a pedestrian bridge over U.S. Highway 49 adjacent to Country Club Road in the City.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2018-433

Title

Authorize the Mayor to execute in quadruplicate an Interlocal Agreement with Forrest County, Mississippi to facilitate the construction of a pedestrian bridge over U.S. Highway 49 adjacent to Country Club Road in the City.

Summary

Authorize the Mayor to enter into an Interlocal Agreement with Forrest County, Mississippi to facilitate the construction of a pedestrian bridge over U.S. Highway 49 adjacent to Country Club Road in the City.

INTERLOCAL AGREEMENT REGARDING THE COUNTRY CLUB ROAD PEDESTRIAN BRIDGE PROJECT

This Interlocal Cooperation Agreement (Agreement) is made and entered into by and between the City of Hattiesburg, Mississippi, a municipal corporation organized and existing under the laws of the State of Mississippi (City), and Forrest County, Mississippi, a political subdivision of the State of Mississippi (County), pursuant to the Mississippi Interlocal Cooperation Act of 1974 as codified at Mississippi Code Sections 17-13-1, et seq.

SECTION 1. Duration. This Agreement shall become effective upon the approval of the City, the County, and the Mississippi Attorney General and shall terminate upon the completion of Surface Transportation Project STP-8760-00(004) LPA/107710-701000 (Project) as determined and certified by the County.

SECTION 2. Purpose. This Agreement is intended to facilitate the Project, which involves the construction of a pedestrian bridge over U.S. Highway 49 adjacent to Country Club Road in the City. Specifically, this Agreement grants the County the right to ingress, egress, and make improvements to certain right-of-way and other real property owned by the City for the duration of the Project, with all right and title in said improvements, including the duty of perpetual maintenance, to vest in the City upon completion of the Project.

SECTION 3. Organization and Authority. No separate legal or administrative entity is created pursuant to this Agreement. The City has the authority to own and maintain the improvements involved in the Project pursuant to the provisions of Mississippi Code Section 21-37-3. The County has the authority to construct such improvements pursuant to the provisions of Mississippi Code Section 65-7-85 as interpreted by the Mississippi Attorney General.

SECTION 4. Financing, staffing, supplying, and administration. The City shall reimburse the County for Fifty percent (50%) of all required matching funds for the Project as determined, certified, and invoiced by the County. The County shall remain solely responsible for all other costs associated with the Project and for staffing, supplying, and administering the Project through completion.

SECTION 5. Ownership. The City shall maintain all title and rights in the rights-of-way and other real property involved in the Project throughout its duration subject only to the temporary rights granted to the County above. The County shall maintain all title and rights in the materials and supplies involved in the Project until its completion as determined and certified by the County, at which time all title and rights in same shall vest in the City.

SECTION 6. Amendment. This Agreement may be amended only by written consent of both the City and the County and the approval of the Mississippi Attorney General.

WITNESS the duly authorized signatures of the officers of the City and County as of the dates indicated.

CITY OF HATTIESBURG

Toby Barker, Mayor
Date:

FORREST COUNTY

David Hogan, President
Date:

AS APPROVED BY:

Jim Hood, Attorney General
Date:

INTERLOCAL AGREEMENT REGARDING THE COUNTRY CLUB ROAD PEDESTRIAN BRIDGE PROJECT

This Interlocal Cooperation Agreement (Agreement) is made and entered into by and between the City of Hattiesburg, Mississippi, a municipal corporation organized and existing under the laws of the State of Mississippi (City), and Forrest County, Mississippi, a political subdivision of the State of Mississippi (County), pursuant to the Mississippi Interlocal Cooperation Act of 1974 as codified at Mississippi Code Sections 17-13-1, et seq.

SECTION 1. Duration. This Agreement shall become effective upon the approval of the City, the County, and the Mississippi Attorney General and shall terminate upon the completion of Surface Transportation Project STP-8760-00(004) LPA/107710-701000 (Project) as determined and certified by the County.

SECTION 2. Purpose. This Agreement is intended to facilitate the Project, which involves the construction of a pedestrian bridge over U.S. Highway 49 adjacent to Country Club Road in the City. Specifically, this Agreement grants the County the right to ingress, egress, and make improvements to certain right-of-way and other real property owned by the City for the duration of the Project, with all right and title in said improvements, including the duty of perpetual maintenance, to vest in the City upon completion of the Project.

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SECTION 5. Ownership. The City shall maintain all title and rights in the rights-of-way and other real property involved in the Project throughout its duration subject only to the temporary rights granted to the County above. The County shall maintain all title and rights in the materials and supplies involved in the Project until its completion as determined and certified by the County, at which time all title and rights in same shall vest in the City.

SECTION 6. Amendment. This Agreement may be amended only by written consent of both the City and the County and the approval of the Mississippi Attorney General.

WITNESS the duly authorized signatures of the officers of the City and County as of the dates indicated.

CITY OF HATTIESBURG



Toby Barker, Mayor

Date: 5-8-18

FORREST COUNTY

David Hogan, President
Date:

AS APPROVED BY:

Jim Hood, Attorney General
Date:



City of Hattiesburg, MS

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

Master

File Number: 2018-432

File ID: 2018-432

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 04/30/2018

Brief Title: Authorize the Mayor to enter into an Interlocal Agreement with Forrest County, Mississippi to facilitate the construction of a public sidewalk between J. Ed Turner Road and the Longleaf Trace in the City.

Final Action: 05/08/2018

Minute Book Number: MB2018-117

Title:

Authorize the Mayor to execute in quadruplicate an Interlocal Agreement with Forrest County, Mississippi to facilitate the construction of a public sidewalk between J. Ed Turner Road and the Longleaf Trace in the City.

Notes:

Agenda Date: 05/08/2018

Indexes:

Agenda Number: VI.-6

Sponsors:

Enactment Date:

Attachments: J Ed Turner interlocal agmt, executed J Ed Turner interlocal agmt

Enactment Number:

Contact:

Meeting Date: 05/08/2018

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	05/08/2018	Authorize				Pass
Action Text: A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Authorize the Mayor to execute in quadruplicate an Interlocal Agreement with Forrest County, Mississippi to facilitate the construction of a public sidewalk between J. Ed Turner Road and the Longleaf Trace in the City.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2018-432

Title

Authorize the Mayor to execute in quadruplicate an Interlocal Agreement with Forrest County, Mississippi to facilitate the construction of a public sidewalk between J. Ed Turner Road and the Longleaf Trace in the City.

Summary

Authorize the Mayor to enter into an Interlocal Agreement with Forrest County, Mississippi to facilitate the construction of a public sidewalk between J. Ed Turner Road and the Longleaf Trace in the City.

INTERLOCAL AGREEMENT REGARDING THE J. ED TURNER ROAD PEDESTRIAN PATH PROJECT

This Interlocal Cooperation Agreement (Agreement) is made and entered into by and between the City of Hattiesburg, Mississippi, a municipal corporation organized and existing under the laws of the State of Mississippi (City), and Forrest County, Mississippi, a political subdivision of the State of Mississippi (County), pursuant to the Mississippi Interlocal Cooperation Act of 1974 as codified at Mississippi Code Sections 17-13-1, et seq.

SECTION 1. Duration. This Agreement shall become effective upon the approval of the City, the County, and the Mississippi Attorney General and shall terminate upon the completion of Surface Transportation Project STP-8776-00(005) LPA/107039-701000 (Project) as determined and certified by the County.

SECTION 2. Purpose. This Agreement is intended to facilitate the Project, which involves the construction of a public sidewalk between J. Ed Turner Road and the Longleaf Trace in the City. Specifically, this Agreement grants the County the right to ingress, egress, and make improvements to certain right-of-way and other real property owned by the City for the duration of the Project, with all right and title in said improvements, including the duty of perpetual maintenance, to vest in the City upon completion of the Project.

SECTION 3. Organization and Authority. No separate legal or administrative entity is created pursuant to this Agreement. The City has the authority to own and maintain the improvements involved in the Project pursuant to the provisions of Mississippi Code Section 21-37-3. The County has the authority to construct such improvements pursuant to the provisions of Mississippi Code Section 65-7-85 as interpreted by the Mississippi Attorney General.

SECTION 4. Financing, staffing, supplying, and administration. The City shall bear the costs of engineering, right-of-way acquisition, and up-front costs as determined and certified by the Project engineer. The County shall remain solely responsible for staffing, supplying, and administering the Project through completion, including payment of all matching funds.

SECTION 5. Ownership. The City shall maintain all title and rights in the rights-of-way and other real property involved in the Project throughout its duration subject only to the temporary rights granted to the County above. The County shall maintain all title and rights in the materials and supplies involved in the Project until its completion as determined and certified by the County, at which time all title and rights in same shall vest in the City.

SECTION 6. Amendment. This Agreement may be amended only by written consent of both the City and the County and the approval of the Mississippi Attorney General.

WITNESS the duly authorized signatures of the officers of the City and County as of the dates indicated.

CITY OF HATTIESBURG

Toby Barker, Mayor
Date:

FORREST COUNTY

David Hogan, President
Date:

AS APPROVED BY:

Jim Hood, Attorney General
Date:

INTERLOCAL AGREEMENT REGARDING THE J. ED TURNER ROAD PEDESTRIAN PATH PROJECT

This Interlocal Cooperation Agreement (Agreement) is made and entered into by and between the City of Hattiesburg, Mississippi, a municipal corporation organized and existing under the laws of the State of Mississippi (City), and Forrest County, Mississippi, a political subdivision of the State of Mississippi (County), pursuant to the Mississippi Interlocal Cooperation Act of 1974 as codified at Mississippi Code Sections 17-13-1, et seq.

SECTION 1. Duration. This Agreement shall become effective upon the approval of the City, the County, and the Mississippi Attorney General and shall terminate upon the completion of Surface Transportation Project STP-8776-00(005) LPA/107039-701000 (Project) as determined and certified by the County.

SECTION 2. Purpose. This Agreement is intended to facilitate the Project, which involves the construction of a public sidewalk between J. Ed Turner Road and the Longleaf Trace in the City. Specifically, this Agreement grants the County the right to ingress, egress, and make improvements to certain right-of-way and other real property owned by the City for the duration of the Project, with all right and title in said improvements, including the duty of perpetual maintenance, to vest in the City upon completion of the Project.

SECTION 3. Organization and Authority. No separate legal or administrative entity is created pursuant to this Agreement. The City has the authority to own and maintain the improvements involved in the Project pursuant to the provisions of Mississippi Code Section 21-37-3. The County has the authority to construct such improvements pursuant to the provisions of Mississippi Code Section 65-7-85 as interpreted by the Mississippi Attorney General.

SECTION 4. Financing, staffing, supplying, and administration. The City shall bear the costs of engineering, right-of-way acquisition, and up-front costs as determined and certified by the Project engineer. The County shall remain solely responsible for staffing, supplying, and administering the Project through completion, including payment of all matching funds.

SECTION 5. Ownership. The City shall maintain all title and rights in the rights-of-way and other real property involved in the Project throughout its duration subject only to the temporary rights granted to the County above. The County shall maintain all title and rights in the materials and supplies involved in the Project until its completion as determined and certified by the County, at which time all title and rights in same shall vest in the City.

SECTION 6. Amendment. This Agreement may be amended only by written consent of both the City and the County and the approval of the Mississippi Attorney General.

WITNESS the duly authorized signatures of the officers of the City and County as of the dates indicated.

CITY OF HATTIESBURG



Toby Barker, Mayor

Date: 5-8-18

FORREST COUNTY

David Hogan, President

Date:

AS APPROVED BY:

Jim Hood, Attorney General

Date:



City of Hattiesburg, MS

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

Master

File Number: 2018-430

File ID: 2018-430

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Ann Jones

File Created: 04/30/2018

Brief Title: Generator Maintenance Professional Services Agreement

Final Action: 05/08/2018

Minute Book Number: MB2018-117

Title:

Authorize Mayor to execute professional services agreement between City of Hattiesburg and Doleac Electric to provide generator maintenance on all city-owned generators at a cost of \$56,575 for annual maintenance and an additional fee of \$21,280 for semi-annual maintenance.

Notes:

Agenda Date: 05/08/2018

Indexes:

Agenda Number: VI.-7

Sponsors:

Enactment Date:

Attachments: Generator Maintenance Agreement, Doleac Electric, 5-8-18, executed Generator Maintenance Agreement, Doleac Electric, 5-8-18

Enactment Number:

Contact:

Meeting Date: 05/08/2018

Drafter: Ann Jones

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/08/2018	Authorize				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Authorize Mayor to execute professional services agreement between City of Hattiesburg and Doleac Electric to provide generator maintenance on all city-owned generators at a cost of \$56,575 for annual maintenance and an additional fee of \$21,280 for semi-annual maintenance.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2018-430

Title

Authorize Mayor to execute professional services agreement between City of Hattiesburg and Doleac Electric to provide generator maintenance on all city-owned generators at a cost of \$56,575 for annual maintenance and an additional fee of \$21,280 for semi-annual maintenance.

Summary

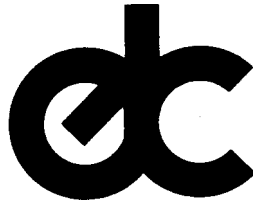
Authorize Mayor to execute Professional Services Agreement with Doleac Electric for generator maintenance on all city-owned generators.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



doleac electric company, inc.

April 16, 2018

City of Hattiesburg Mississippi
200 Forrest St.
Hattiesburg, MS

Attention: Ann Jones
Chief Administrative Officer

RE: City of Hattiesburg
Generator Maintenance

Doleac Electric Company, Inc. is pleased to offer the following proposal for the above listed project. Please note this work is to be performed on the 56 City owned Generators. Please see Attachment A for a list of City owned Generators that are included in this proposal.

Annual Generator Maintenance to include the following scope of work:

1. Acknowledgement of all unit information (i.e. KW size, model and serial numbers)
2. Lube, oil and filter change once per year
3. Fuel filter change once per year
4. Clean or replace air filters once per year
5. Coolant level check and top off once per year
6. Inspect belts once per year (note any wear with pricing to replace)
7. Inspect block heater for proper function
8. Inspect air intakes and exhaust (note any deficiencies)
9. Drain exhaust condensation if needed
10. Inspect muffler (note and deficiencies)
11. Check battery charger for proper output voltage (note deficiencies)
12. Inspect batteries and fluid level
13. Perform emergency system check with full load transfer. (Outage to be coordinated with building staff).
14. Check generator outputs (i.e. voltage, frequency adjust as needed)
15. Confirm transfer switch operations and accessories
16. Inspect and check alternator output
17. Inspect all gauges on the unit (note any deficiencies)
18. Test emergency shut down on unit
19. Check fuel levels at unit (note any lower fuel issues)
20. Visually inspect fuel lines
21. Provide a field report and report all deficiencies

Total Proposed Price for Annual Generator Maintenance: \$56,575.00

Additional Charge for Semi-annual (second trip) to include the following scope of work:

1. Return trip
2. Check fluid levels and top off if needed
3. Check unit manually start
4. Check output on unit (i.e. voltage, frequency adjust if needed)
5. Check battery charging system (note deficiencies)
6. Visually inspect transfer switch
7. Perform emergency system check with full load transfer. (Outage to be coordinated with building staff).

Page 2
City of Hattiesburg, MS
Generator Maintenance Proposal
April 16, 2018

8. Check alarm logs (note alarms)
9. Provide a field report of any deficiencies

Total Additional Fee for Semi -Annual Generator Maintenance: \$21,280.00

Please Note the Following Exclusions:

1. Making any repairs to units (field reports will show deficiencies and cost to repair).
2. More than one fluid and filter change per year, (unless semi-annual option is accepted).

Itemized / Unit Pricing for Service and Emergency Call Out Rates:

Service and emergency call outs for units shall be billed as listed below:

1. Normal operation hours call outs (7am-3:30pm) \$98.00 per hour 2 hour minimum.
2. After hours call outs and weekends \$147.00 per hour 2 hour minimum.
3. Disaster response to be a maximum of one hour.
4. Service Truck \$85 per day.

Payment and Terms:

1. Invoices for work performed will be submitted the end of the month following the work performed.
2. Payment terms will be N45 days following receipt of invoice.

Thank you for the opportunity to work with you on this project.

Submitted by:
DOLEAC ELECTRIC COMPANY, INC.
MISSISSIPPI CERTIFICATE OF RESPONSIBILITY NO. 3826

Doleac Electric, President

Mayor

Date

Encl: Attachment A

Page 3
City of Hattiesburg, MS
Attachment "A: Generator Listing
April 16, 2018

Generator	Location	Model	Serial No
Onan 200KW	USM Tank & Well Hillcrest	DSHAC-5767975	F060936065
Onan 200KW	USM Well 4th Street	DSHAC-5767973	F060936064
Onan 150KW	USM Stadium	DSHAA-5767988	F060936057
Onan 200KW	C.E. Roy Community Center	DSHAC-5767985	F060936053
Onan 200KW	Jackie Doyle Sherill	DHSAC-5767984	F060936052
Onan 125KW	Fire Station # 1	125REZG	2263543
Onan 35KW	Fire Station # 2	GGFD-5767985	F060936055
Onan 35KW	Fire Station # 3	GGFD-5768050	F060936408
Onan 42KW	Fire Station # 4	GGFE-5767987	F060936054
Onan 35KW	Fire Station # 5	GGFD-5768140	F060937217
Onan 70KW	Fire Station # 6	GGHH-5779575	K060990702
Onan 64KW	Fire Station # 7	N70FPG4	LM642121
Kohler 100KW	Fire Station # 8	100RZG	2008167
Onan 100KW	Fire Training Academy	GGHH-5872342	G070079011
Onan 150KW	Ben McNair Rec Center	05HA-5768197	F060936404
Onan 80KW	Jervis Mims Station	80DGDA	F060938751
Onan 80KW	Richburg Tank	80DGDA	F060939467
Onan 60kW	W.U. Bill Sigler Center	GGHE-5767958	F060936056
Onan 125KW	Industrial Tanke Booster Station	DGDK	F060939951
Onan 125KW	Green Hut Station	DGDK	F060939950
Onan 125KW	Turtle Creek Crossing Station	DGDK-5768277	F060939949
Onan 60kW	Water Billing Department	GGHE-5768147	F060983714
Onan 60kW	City Engineering Office	GGHE-5768146	F060938713
Onan 230kW	WP # 2 Wells #5	DGFS-5768668	F060943072
Onan 40kW	Mammoth Springs Station	DGBC-5768677	G060943077
Onan 40kW	Pine Tree Station	DGBC-5768676	G060943076
Onan 40kW	Turtle Creek Station	DGCA-5768675	G060943075
Onan 150kW	USA Yeast Station	DFGA	G060943073
Onan 150kW	City Hall	DFGA-5768674	G060943074
Onan 250kW	East Laurel Pumping Station	DODAA	H060956343
Onan 40kW	40KW Portable	DGBC-5768687	G060943082
Onan 60kW	60KW Portable	DGCB-5768579	G060943081
Kohler	Wesley Tank & Well	400REQZOD	2339547
Onan 1500KW	Water Plant # 1	DFLE-5769657	K060988691
Onan 750KW	Water Plant # 2	DFGA-5768636	J060984004
Talyor 200KW	HWY 98	TD200	25438
Talyor 200KW	Lincoln Road	D5200M2	20157
Kohler 125KW	South Lagoon Burkett	125ROZ71	277850
Kohler 20KW	Grounds Maintenance	20RQZ1	605955
Talyor 60KW	Construction	TG60	24630
Taylor 350KW	Public Works	TD350	22835
Taylor 80KW	Public Works- Portable	TD80C321P	23544
Taylor 80KW	Sanitation	80ROX1	600190
Taylor 125KW	Aiport Hanger # 3	TG125	22896
Cummins	SLS 63rd Street	DGHDB-1337370	I130564176
Onan/Cummins	SLS Railroad Ave	DGCA-5768681	G0G0943078
Cummins/Onan	SLS North Lagoon	DQDAA-5768838	H060956338
Kohler 250KW	Police Headquarters	250REQZV	GM24720- GA3/200B832
Cummins/Onan	PARA Adminstration	GGHE-5767958	F060936056
Cummins/Onan	WTP # 2 Office	DGCB-5768693	G060943079
Taylor 350KW	Maintenance Facility	TD350	22835
Taylor 500KW	YMCA	TD500	22835
Taylor 100KW	ZOO	TD100	22834
Generac	Highland Cemetary	QT03542ANAH	4874284
CAT 500KW	Train Depot		3851519
Taylor 150KW	Chain Airport		



doleac electric company, inc.

April 16, 2018

City of Hattiesburg Mississippi
200 Forrest St.
Hattiesburg, MS

Attention: Ann Jones
Chief Administrative Officer

RE: City of Hattiesburg
Generator Maintenance

Doleac Electric Company, Inc. is pleased to offer the following proposal for the above listed project. Please note this work is to be performed on the 56 City owned Generators. Please see Attachment A for a list of City owned Generators that are included in this proposal.

Annual Generator Maintenance to include the following scope of work:

1. Acknowledgement of all unit information (i.e. KW size, model and serial numbers)
2. Lube, oil and filter change once per year
3. Fuel filter change once per year
4. Clean or replace air filters once per year
5. Coolant level check and top off once per year
6. Inspect belts once per year (note any wear with pricing to replace)
7. Inspect block heater for proper function
8. Inspect air intakes and exhaust (note any deficiencies)
9. Drain exhaust condensation if needed
10. Inspect muffler (note and deficiencies)
11. Check battery charger for proper output voltage (note deficiencies)
12. Inspect batteries and fluid level
13. Perform emergency system check with full load transfer. (Outage to be coordinated with building staff).
14. Check generator outputs (i.e. voltage, frequency adjust as needed)
15. Confirm transfer switch operations and accessories
16. Inspect and check alternator output
17. Inspect all gauges on the unit (note any deficiencies)
18. Test emergency shut down on unit
19. Check fuel levels at unit (note any lower fuel issues)
20. Visually inspect fuel lines
21. Provide a field report and report all deficiencies

Total Proposed Price for Annual Generator Maintenance: \$56,575.00

Additional Charge for Semi-annual (second trip) to include the following scope of work:

1. Return trip
2. Check fluid levels and top off if needed
3. Check unit manually start
4. Check output on unit (i.e. voltage, frequency adjust if needed)
5. Check battery charging system (note deficiencies)
6. Visually inspect transfer switch
7. Perform emergency system check with full load transfer. (Outage to be coordinated with building staff).

Page 2
City of Hattiesburg, MS
Generator Maintenance Proposal
April 16, 2018

8. Check alarm logs (note alarms)
9. Provide a field report of any deficiencies

Total Additional Fee for Semi -Annual Generator Maintenance: \$21,280.00

Please Note the Following Exclusions:

1. Making any repairs to units (field reports will show deficiencies and cost to repair).
2. More than one fluid and filter change per year, (unless semi-annual option is accepted).

Itemized / Unit Pricing for Service and Emergency Call Out Rates:

Service and emergency call outs for units shall be billed as listed below:

1. Normal operation hours call outs (7am-3:30pm) \$98.00 per hour 2 hour minimum.
2. After hours call outs and weekends \$147.00 per hour 2 hour minimum.
3. Disaster response to be a maximum of one hour.
4. Service Truck \$85 per day.

Payment and Terms:

1. Invoices for work performed will be submitted the end of the month following the work performed.
2. Payment terms will be N45 days following receipt of invoice.

Thank you for the opportunity to work with you on this project.

Submitted by:
DOLEAC ELECTRIC COMPANY, INC.
MISSISSIPPI CERTIFICATE OF RESPONSIBILITY NO. 3826

Doleac Electric, President


Mayor

Encl: Attachment A

Page 3
City of Hattiesburg, MS
Attachment "A: Generator Listing
April 16, 2018

Generator	Location	Model	Serial No
Onan 200KW	USM Tank & Well Hillcrest	DSHAC-5767975	F060936065
Onan 200KW	USM Well 4th Street	DSHAC-5767973	F060936064
Onan 150KW	USM Stadium	DSHAA-5767988	F060936057
Onan 200KW	C.E. Roy Community Center	DSHAC-5767985	F060936053
Onan 200KW	Jackie Doyle Sherill	DHSAC-5767984	F060936052
Onan 125KW	Fire Station # 1	125REZG	2263543
Onan 35KW	Fire Station # 2	GGFD-5767985	F060936055
Onan 35KW	Fire Station # 3	GGFD-5768050	F060936408
Onan 42KW	Fire Station # 4	GGFE-5767987	F060936054
Onan 35KW	Fire Station # 5	GGFD-5768140	F060937217
Onan 70KW	Fire Station # 6	GGHH-5779575	K060990702
Onan 64KW	Fire Station # 7	N70FPG4	LM642121
Kohler 100KW	Fire Station # 8	100RZG	2008167
Onan 100KW	Fire Training Academy	GGHH-5872342	G070079011
Onan 150KW	Ben McNair Rec Center	05HA-5768197	F060936404
Onan 80KW	Jervis Mims Station	80DGDG	F060938751
Onan 80KW	Richburg Tank	80DGDG	F060939467
Onan 60kW	W.U. Bill Sigler Center	GGHE-5767958	F060936056
Onan 125kW	Industrial Tanke Booster Station	DGDK	F060939951
Onan 125kW	Green Hut Station	DGDK	F060939950
Onan 125kW	Turtle Creek Crossing Station	DGDK-5768277	F060939949
Onan 60kW	Water Billing Department	GGHE-5768147	F060983714
Onan 60kW	City Engineering Office	GGHE-5768146	F060938713
Onan 230kW	WP # 2 Wells #5	DGFS-5768668	F060943072
Onan 40kW	Mammoth Springs Station	DGBC-5768677	G060943077
Onan 40kW	Pine Tree Station	DGBC-5768676	G060943076
Onan 40kW	Turtle Creek Station	DGCA-5768675	G060943075
Onan 150kW	USA Yeast Station	DFGA	G060943073
Onan 150kW	City Hall	DFGA-5768674	G060943074
Onan 250kW	East Laurel Pumping Station	DODAA	H060956343
Onan 40kW	40KW Portable	DGBC-5768687	G060943082
Onan 60kW	60KW Portable	DGCB-5768579	G060943081
Kohler	Wesley Tank & Well	400REQZOD	2339547
Onan 1500KW	Water Plant # 1	DFLE-5769657	K060988691
Onan 750KW	Water Plant # 2	DFGA-5768636	J060984004
Taylor 200KW	HWY 98	TD200	25438
Taylor 200KW	Lincoln Road	DS200M2	20157
Kohler 125KW	South Lagoon Burkett	125ROZ71	277850
Kohler 20KW	Grounds Maintenance	20RQZ1	605955
Taylor 60KW	Construction	TG60	24630
Taylor 350KW	Public Works	TD350	22835
Taylor 80KW	Public Works- Portable	TD80C321P	23544
Taylor 80KW	Sanitation	80ROX1	600190
Taylor 125KW	Airport Hanger # 3	TG125	22896
Cummins	SLS 63rd Street	DGHDB-1337370	I130564176
Onan/Cummins	SLS Railroad Ave	DGCA-5768681	G060943078
Cummins/Onan	SLS North Lagoon	DQDAA-5768838	H060956338
Kohler 250KW	Police Headquarters	250REOZV	GM24720-GA3/200B832
Cummins/Onan	PARA Administration	GGHE-5767958	F060936056
Cummins/Onan	WTP # 2 Office	DGCB-5768693	G060943079
Taylor 350KW	Maintenance Facility	TD350	22835
Taylor 500KW	YMCA	TD500	22835
Taylor 100KW	ZOO	TD100	22834
Generac	Highland Cemetery	QT03542ANAH	4874284
CAT 500KW	Train Depot		3851519
Taylor 150KW	Chain Airport		



City of Hattiesburg, MS

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

Master

File Number: 2018-404

File ID: 2018-404

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 04/19/2018

Brief Title: Cancellation of Resolution of Condemnation for property located at 1305 Rebecca Avenue.

Final Action: 05/08/2018

Minute Book Number: MB2018-118

Title:

Authorize the Mayor to execute an Authority to Cancel Resolution of Condemnation for property located at 1305 Rebecca Avenue; Authorize recording of same.

Notes:

Agenda Date: 05/08/2018

Indexes:

Agenda Number: VI.-8

Sponsors:

Enactment Date:

Attachments: Admin Memo, Authority to Cancel

Enactment Number:

Contact:

Meeting Date: 05/08/2018

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/08/2018	Authorize				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member George to Authorize the Mayor to execute an Authority to Cancel Resolution of Condemnation for property located at 1305 Rebecca Avenue; Authorize recording of same.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2018-404

Title

Authorize the Mayor to execute an Authority to Cancel Resolution of Condemnation for property located at 1305 Rebecca Avenue; Authorize recording of same.

Summary

Cancellation of Resolution of Condemnation for property at 1305 Rebecca Avenue.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

TO: Mayor and City Council

FROM: Kermas Eaton, Director of Administration/ City Clerk

Date: April 12, 2018

RE: Cancellation of Resolution

Administration requests the Cancellation of Resolution of Condemnation of Unsafe and Dilapidated Property for the Following:

PARCEL NUMBER	ADDRESS	RESOLUTION DATE
243-0696-014-004.00	1305 Rebecca Avenue	February 6, 2018

This Resolution of Condemnation was recorded in error.

Prepared By:
Department of Administration
City Clerk
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601)545-4602

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

STATE OF MISSISSIPPI

COUNTY OF FORREST

AUTHORITY TO CANCEL

KNOW ALL MEN BY THESE PRESENTS: That the condemnation Resolution for the property located at Parcel Number: 243-0696-014-004.00 1305 Rebecca Avenue. And better described as Lot Three (3) in the Block Fourteen (14), of the Omega Subdivision, of the City of Hattiesburg, Forrest County, State of Mississippi, as per the map thereof on file in the Chancery Clerk's Office of Forrest County, Mississippi; owner(s) Ed Marsh and Lois Marsh, should now be cancelled as assessments against the property, and the Chancery Clerk of Forrest County, Mississippi is hereby authorized to cancel said Resolution located at Book 1274 Pages 147-148 and that this order be recorded in the records of said County as provided by law.

IN WITNESS WHEREOF, this instrument is executed on this 8th day of May, A.D., 2018.

(SEAL)

ATTEST:

CITY OF HATTIESBURG, MS

CITY CLERK

MAYOR

STATE OF MISSISSIPPI

COUNTY OF FORREST

PERSONALLY appeared before me, the undersigned authority in and for said County and State, the within named, Toby Barker and Kermas Eaton, who acknowledged that as Mayor and City Clerk, on behalf and by authority of the City of Hattiesburg, Mississippi a municipal corporation, they signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned, as the act and deed of said municipal corporation, after first being duly authorized by said municipal corporation so to do.

GIVEN under my hand and official seal of office on this the 8th day May, A.D., 2018

My Commission Expires:

NOTARY PUBLIC



City of Hattiesburg, MS

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

Master

File Number: 2018-405

File ID: 2018-405

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Ronnie Perkins

File Created: 04/19/2018

Brief Title: Authorize Mayor to execute contract for management operation of Summer Aquatic Program, Parks and Recreation Department.

Final Action: 05/08/2018

Minute Book Number: MB2018-118

Title:

Authorize Mayor to execute contract between City of Hattiesburg Parks and Recreation Department and Michelle Williams for the management operation of the City of Hattiesburg Summer Aquatic Program.

Notes:

Agenda Date: 05/08/2018

Indexes:

Agenda Number: VI.-9

Sponsors:

Enactment Date:

Attachments: Pool Contract-Michelle Williams 5-8-18, executed
Pool Contract-Michelle Williams 5-8-18

Enactment Number:

Contact:

Meeting Date: 05/08/2018

Drafter: Linda Montgomery

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/08/2018	Authorize				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Authorize Mayor to execute contract between City of Hattiesburg Parks and Recreation Department and Michelle Williams for the management operation of the City of Hattiesburg Summer Aquatic Program.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2018-405

Title

Authorize Mayor to execute contract between City of Hattiesburg Parks and Recreation Department and Michelle Williams for the management operation of the City of Hattiesburg Summer Aquatic Program.

Summary

Authorize Mayor to execute contract for management operation of Summer Aquatic Program, Parks and Recreation Department.

Expenditure Type

CITY OF HATTIESBURG
PARKS AND RECREATION DEPARTMENT
POOL MANAGEMENT AGREEMENT

THIS AGREEMENT made and entered into on this the 8th day of May, 2018, between the City of Hattiesburg, Mississippi, hereinafter referred to as "City" and Michelle Williams, hereinafter referred to as "Contractor".

WHEREAS, the City is the owner of three (3) swimming pool facilities located at Dahmer Park Pool, Ben McNair Recreation Center Pool, and Scott Jones Jr. Pool at C.E. Roy Community Center.

WHEREAS, the Contractor is willing to undertake the obligations herein set forth in order to provide Aquatic activities and services at said facilities.

NOW, THEREFORE, in consideration of the promises and of the covenants herein expressed, the City and Contractor mutually agree as follow:

SECTION I

GENERAL TERMS AND CONDITIONS

1.0 TERM OF AGREEMENT

1.1 The Agreement shall commence on or about May 1, 2018, and shall end July 31, 2018, unless terminated earlier under provisions herein.

2.0 TERMINATION AND CANCELLATION

2.1 The City may terminate this contract at any time by delivery of written notice stating the contract will terminate within thirty (30) days from date of the receipt of said notice.

2.2 The Contractor may terminate this contract at any time by delivery of written notice Stating the contract will terminate within thirty (30) days from date of receipt of said notice.

3.0 NEGOTIATIONS

3.1 The City reserves the right to negotiate all elements which comprise the Contractor's proposal to ensure the best possible consideration is afforded to all concerned

4.0 LEGAL RELATIONSHIPS

4.1 It is understood and hereby agreed by the parties the Contractor is and shall be an

Independent contractor and shall control all ways, means and details incident to the performance of him/herself and his/her agents and employees under this contract. Neither the Contractor nor his/her agents or employees shall be subject to the personnel policies of the City, nor participate in the benefits which accrue to City employees. Both parties agree to indemnify and hold harmless each other from any and all claims or losses which may result from any negligence or misconduct on the part of either party, agents, employees or representatives.

5.0 LAWS, STATUS AND OTHER GOVERNMENTAL PROVISIONS

- 5.1 The Contractor shall at all times observe and comply with all Federal and State Laws and City Ordinances and Regulation which affect the operation of Pool Facilities and will comply with all orders, laws, ordinances and regulations which may be enacted by a body having jurisdiction over such facilities.

6.0 EQUAL OPPORTUNITY

- 6.1 The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to that title, to the end, in accordance with Title VI of the Act and the regulations, no person in the United States shall, on the grounds of race, color, age, sex, disability or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination as a result of any use or activity at the stated premises.
- 6.2 In the event the Contractor does not comply with the non-discrimination clauses of the Agreement, the Agreement may be cancelled, terminated or suspended in whole or in part, and the Contractor may be barred from further contracts with the City of Hattiesburg, Mississippi.

SECTION II
SPECIFIC DUTIES

1.0 SPECIFIC DUTIES

- 1.1 Contractor shall organize and manage the City of Hattiesburg Summer Aquatics Program.
- 1.2 Contractor shall oversee hiring, training (certification), and supervision of all City of Hattiesburg pool staff including, but not limited to lifeguards, water safety instructors, head lifeguards and other pool related staff to assist it in the performance of this Agreement.
- 1.3 Contractor shall coordinate all lifeguard training and certification
- 1.4 Contractor shall coordinate all lifeguard manager training for head lifeguards
- 1.5 Contractor shall coordinate/provide weekly in-service training for staff
- 1.6 Contractor shall provide daily staff meetings with head lifeguards
- 1.7 Contractor shall provide lifeguard management
- 1.8 Contractor shall provide program management
- 1.8.1 Includes group swim scheduling and coordination.
- 1.8.2 Includes staff scheduling and work hour submission to City timekeeper.
- 1.8.3 Includes daily fee collection and submission to City Recreation Department.
- 1.8.4 Includes other duties or tasks necessary for a complete and professional management of the City of Hattiesburg Summer Aquatics Program.
- 1.8.5 Contractor shall coordinate with pool maintenance company to provide and schedule pool cleaning/maintenance.
- 1.9 Contractor shall provide swim lessons during group swims as available
- 1.10 Contractor shall provide water safety instructor training to City staff as available
- 1.11 Performance reports are to be provided by the Contractor to the City daily. Records to be kept:

- a. Daily pool group attendance, daily lesson participation, daily public swim attendance and names.
 - b. Fee collection data per pool
 - c. Daily water chemistry (hourly) data for chlorine and Ph.
- 1.12 The Contractor shall promptly inform the Director of Parks and Recreation of any and all damage or need for repair to any of the Pool Facilities.
- 1.14 The Contractor shall indemnify and hold harmless the City from all expenses, damages, attorneys' fees and other costs arising from any claim or suit in whole or in part from any claim or suit in whole or in part from any alleged failure or negligence of Contractor in operation of the City of Hattiesburg Summer Aquatics Program and/or any tort committed by Contractor and/or the Contractor's employee.

2.0 SUPPLY AND MAINTENANCE OF EQUIPMENT AND LIFEGUARD STAFF

- 2.1 The City shall supply and maintain all pool mechanical equipment located at the Pool facilities.
- 2.2 Equipment owned by the contractor will be maintained at its own expense.
- 2.3 The City shall supply pool chemicals.
- 2.4 The City shall provide vacuum equipment.
- 2.5 The Contractor shall notify the City's Director of Parks and Recreation when City – owned equipment is in need of maintenance. The City shall perform such maintenance at its own cost and expense.
- 2.6 The Contractor agrees to surrender City-owned equipment in good condition, normal wear and tear expected, at the termination of this Agreement or when the Contractor vacates the premises.

SECTION III

COMPENSATION

The City of Hattiesburg shall pay the Contractor a total of \$9,000.00 for the above-mentioned services.

IN WITNESS WHEREOF City and Contractor have executed this Agreement on the day and year first above written.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Mayor

CONTRACTOR

BY: _____

CITY OF HATTIESBURG
PARKS AND RECREATION DEPARTMENT
POOL MANAGEMENT AGREEMENT

THIS AGREEMENT made and entered into on this the 17th day of March, 2018, between the City of Hattiesburg, Mississippi, hereinafter referred to as "City" and Michelle Williams, hereinafter referred to as "Contractor".

WHEREAS, the City is the owner of three (3) swimming pool facilities located at Dahmer Park Pool, Ben McNair Recreation Center Pool, and Scott Jones Jr. Pool at C.E. Roy Community Center.

WHEREAS, the Contractor is willing to undertake the obligations herein set forth in order to provide Aquatic activities and services at said facilities.

NOW, THEREFORE, in consideration of the promises and of the covenants herein expressed, the City and Contractor mutually agree as follow:

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3.0 NEGOTIATIONS

- 3.1 The City reserves the right to negotiate all elements which comprise the Contractor's proposal to ensure the best possible consideration is afforded to all concerned

4.0 LEGAL RELATIONSHIPS

- 4.1 It is understood and hereby agreed by the parties the Contractor is and shall be an

Independent contractor and shall control all ways, means and details incident to the performance of him/herself and his/her agents and employees under this contract. Neither the Contractor nor his/her agents or employees shall be subject to the personnel policies of the City, nor participate in the benefits which accrue to City employees. Both parties agree to indemnify and hold harmless each other from any and all claims or losses which may result from any negligence or misconduct on the part of either party, agents, employees or representatives.

5.0 LAWS, STATUS AND OTHER GOVERNMENTAL PROVISIONS

- 5.1 The Contractor shall at all times observe and comply with all Federal and State Laws and City Ordinances and Regulation which affect the operation of Pool Facilities and will comply with all orders, laws, ordinances and regulations which may be enacted by a body having jurisdiction over such facilities.

6.0 EQUAL OPPORTUNITY

- 6.1 The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to that title, to the end, in accordance with Title VI of the Act and the regulations, no person in the United States shall, on the grounds of race, color, age, sex, disability or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination as a result of any use or activity at the stated premises.
- 6.2 In the event the Contractor does not comply with the non-discrimination clauses of the Agreement, the Agreement may be cancelled, terminated or suspended in whole or in part, and the Contractor may be barred from further contracts with the City of Hattiesburg, Mississippi.

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1.0 SPECIFIC DUTIES

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- 1.7 Contractor shall provide lifeguard management
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- 1.8.2 Includes staff scheduling and work hour submission to City timekeeper.
- 1.8.3 Includes daily fee collection and submission to City Recreation Department.
- 1.8.4 Includes other duties or tasks necessary for a complete and professional management of the City of Hattiesburg Summer Aquatics Program.
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- a. Daily pool group attendance, daily lesson participation, daily public swim attendance and names.
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 - c. Daily water chemistry (hourly) data for chlorine and Ph.
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- 1.14 The Contractor shall indemnify and hold harmless the City from all expenses, damages, attorneys' fees and other costs arising from any claim or suit in whole or in part from any claim or suit in whole or in part from any alleged failure or negligence of Contractor in operation of the City of Hattiesburg Summer Aquatics Program and/or any tart committed by Contractor and/or the Contractor's employee.

2.0 SUPPLY AND MAINTENANCE OF EQUIPMENT AND LIFEGUARD STAFF

- 2.1 The City shall supply and maintain all pool mechanical equipment located at the Pool facilities.
- 2.2 Equipment owned by the contractor will be maintained at its own expense.
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- 2.4 The City shall provide vacuum equipment.
- 2.5 The Contractor shall notify the City's Director of Parks and Recreation when City – owned equipment is in need of maintenance. The City shall perform such maintenance at its own cost and expense.
- 2.6 The Contractor agrees to surrender City-owned equipment in good condition, normal wear and tear expected, at the termination of this Agreement or when the Contractor vacates the premises.

SECTION III

COMPENSATION

The City of Hattiesburg shall pay the Contractor a total of \$9,000.00 for the above-mentioned services.

IN WITNESS WHEREOF City and Contractor have executed this Agreement on the day and year first above written.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

Mayor

CONTRACTOR

BY: _____



City of Hattiesburg, MS

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

Master

File Number: 2018-436

File ID: 2018-436

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 04/30/2018

Brief Title: Approve Construction Change Request No. 1 for the Highway 11 Medical Park Access Roadway Project (DIP-363); authorize Mayor to execute duplicate copies.

Final Action: 05/08/2018

Minute Book Number: MB2018-118

Title:

Approve Construction Change Request No. 1 for the Highway 11 Medical Park Access Roadway Project (DIP-363) for an increase of \$3,448.50 to the contract; Authorize Mayor to execute duplicate copies of same.

Notes:

Agenda Date: 05/08/2018

Indexes:

Agenda Number: VI.-10

Sponsors:

Enactment Date:

Attachments: 104-16 Construction Change Request No 1, executed
104-16 Construction Change Request No 1

Enactment Number:

Contact:

Meeting Date: 05/08/2018

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	05/08/2018	Approve and Authorize				Pass
Action Text: A MOTION was made by Council Member George and seconded by Council Member Brown to Approve Construction Change Request No. 1 for the Highway 11 Medical Park Access Roadway Project (DIP-363) for an increase of \$3,448.50 to the contract; Authorize Mayor to execute duplicate copies of same.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2018-436

Title

Approve Construction Change Request No. 1 for the Highway 11 Medical Park Access Roadway Project (DIP-363) for an increase of \$3,448.50 to the contract; Authorize Mayor to execute duplicate copies of same.

Summary

Approve Construction Change Request No. 1 for the Highway 11 Medical Park Access Roadway Project (DIP-363); authorize Mayor to execute duplicate copies.

Budget Information

072201.7230.07



April 10, 2018

SN: 104-16

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

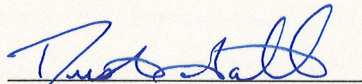
**RE: Highway 11 Medical Park Access Roadway
Mississippi Development Authority Grant (DIP-363)
City of Hattiesburg, Mississippi**

Dear Mr. Rutland:

Enclosed find Construction Change Request No. 1 for the above referenced project resulting in an increase to the project in the amount of \$3,448.50. This change request reflects soil cement stabilization of the existing roadway subgrade which is required due to field conditions. The Contractor (Warren Paving) has agreed to this change order and has executed the Construction Change Request No. 1 document included with this letter.

If you should have any questions, please give me a call at 601-583-2127.

Sincerely,

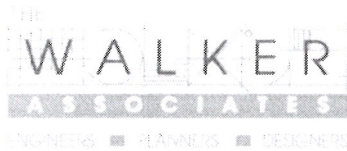

Dustin B. Gatlin, P.E.

Enclosure

cc: Jeremy Patterson, Project Manager
Warren Paving, Inc.

Michele Moore, CGW
Professional Grant Management Services, LLC

Alex Agnew, Chief Financial Officer
Hattiesburg Clinic, P.A.



THE WALKER ASSOCIATES, PLLC
ENGINEERS – PLANNERS - DESIGNERS
P.O. Box 16496, Hattiesburg, Mississippi 39404-6496
601-583-2127 Phone / 601-582-1300 Fax

CONSTRUCTION CHANGE REQUEST NO. 1

Project: Highway 11 Medical Park Access Roadway
Mississippi Development Authority Grant (DIP-363)

April 3, 2018
City of Hattiesburg, Forrest County, Mississippi

The following changes on the above project are recommended for the reasons stated in detail:

- 1) Pay Item No.S-203-E, BORROW EXCAVATION (CONTRACTOR FURNISHED LVM, CLASS 9-8), increased by 968 Cu. Yds. due to: field conditions during rough grading required additional borrow excavation above plan quantity and replacement of crushed stone with soil-cement stabilization requires an additional 4" of borrow excavation to maintain finish grade profile.
- 2) Pay Item No.S-211-C, TOPSOIL (CONTRACTOR FURNISHED) (FM), decreased by 230 Cu. Yds. due to: sufficient topsoil is on-site to provide topsoil for permanent erosion control.
- 3) Pay Item No.S-240-A, GEOGRID REINFORCEMENT, decreased by 309 Sq. Yds. due to: field conditions did not require plan quantity.
- 4) Pay Item No.S-304-D, CRUSHED STONE , decreased by 520 Tons due to: replacement of crushed stone base with soil-cement stabilization of subgrade.
- 5) Pay Item No.S-815-E, LOOSE RIPRAP, 200 LB, decreased by 20 Tons due to: sufficient riprap is on-site to provide permanent erosion control countermeasures.
- 6) Pay Item No.S-308-C, SOIL-CEMENT STABILIZATION (5% @ 10"), increased by 3490 Sq. Yds. due to: original plans did not require soil-cement stabilization -- field conditions necessitate chemical stabilization of the roadway subgrade to maintain project schedule.

PAY ITEM NO.	PAY ITEM DESCRIPTION	ORIGINAL QUANTITY	REVISED QUANTITY	UNIT	UNIT PRICE	ORIGINAL TOTAL	FINAL TOTAL
S-203-E	BORROW EXCAVATION (CONTRACTOR FURNISHED, LVM, CLASS 9-8)	1,160.0	2,128.0	Cu. Yds.	\$8.90	\$10,324.00	\$18,939.20
S-211-C	TOPSOIL (CONTRACTOR FURNISHED) (FM)	230.0	-	Cu. Yds.	\$23.20	\$5,336.00	\$0.00
S-240-A	GEOGRID REINFORCEMENT	1,500.0	1,191.0	Sq. Yds.	\$4.80	\$7,200.00	\$5,716.80
S-304-D	CRUSHED STONE	925.0	405.0	Tons	\$39.00	\$36,075.00	\$15,795.00
S-815-E	LOOSE RIPRAP, 200 LB	20.0	-	Tons	\$81.25	\$1,625.00	\$0.00
S-308-C	SOIL-CEMENT STABILIZATION (5% @ 10")	-	3,490.0	Sq. Yds.	\$6.75	\$0.00	\$23,557.50
TOTALS						\$60,560.00	\$64,008.50

ORIGINAL COST OF PAY ITEMS SHOWN ABOVE: \$60,560.00
REVISED COST OF ITEMS SHOWN ABOVE: \$64,008.50
INCREASE TO PROJECT: \$ 3,448.50

<table> <tr> <td>ORIGINAL CONTRACT PRICE</td> <td>(A)</td> <td>\$ 498,695.00</td> </tr> <tr> <td>Contingencies Per Estimate</td> <td>(B)</td> <td>\$ -</td> </tr> <tr> <td>TOTAL CONTRACT ITEMS (A-B)</td> <td>(C)</td> <td>\$ 498,695.00</td> </tr> <tr> <td>TOTAL (Previously Approved Change Requests)</td> <td>(D)</td> <td>\$ -</td> </tr> <tr> <td colspan="3" style="text-align: center;">() Plus () Minus</td> </tr> <tr> <td>NEW TOTAL- CONTRACT ITEMS (C+/-D)</td> <td>(E)</td> <td>\$ 498,695.00</td> </tr> <tr> <td>ESTIMATED AMOUNT - THIS REQUEST</td> <td>(F)</td> <td>\$ 3,448.50</td> </tr> <tr> <td colspan="3" style="text-align: center;">(+) Plus () Minus</td> </tr> <tr> <td>REVISED TOTAL - CONTRACT ITEMS (E+/-F)</td> <td>(G)</td> <td>\$ 502,143.50</td> </tr> <tr> <td>INDICATED UNDERRUN (A-G)</td> <td></td> <td>\$ -</td> </tr> <tr> <td>INDICATED OVERRUN (G-A)</td> <td></td> <td>\$ 3,448.50</td> </tr> </table>	ORIGINAL CONTRACT PRICE	(A)	\$ 498,695.00	Contingencies Per Estimate	(B)	\$ -	TOTAL CONTRACT ITEMS (A-B)	(C)	\$ 498,695.00	TOTAL (Previously Approved Change Requests)	(D)	\$ -	() Plus () Minus			NEW TOTAL- CONTRACT ITEMS (C+/-D)	(E)	\$ 498,695.00	ESTIMATED AMOUNT - THIS REQUEST	(F)	\$ 3,448.50	(+) Plus () Minus			REVISED TOTAL - CONTRACT ITEMS (E+/-F)	(G)	\$ 502,143.50	INDICATED UNDERRUN (A-G)		\$ -	INDICATED OVERRUN (G-A)		\$ 3,448.50	ENGINEER RECOMMENDATION: April 10, 2018 2018 <i>Justin Dalt</i>, Project Engineer _____ Engineer Representative Signature/Title CONTRACTOR APPROVAL: April 10, 2018 2018 <i>Kevin Hatten</i>, Project Manager _____ Contractor Representative Signature/Title OWNER APPROVAL: _____ Owner Representative/Title
ORIGINAL CONTRACT PRICE	(A)	\$ 498,695.00																																
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April 10, 2018

SN: 104-16

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

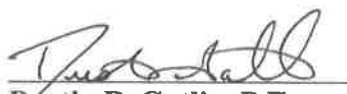
**RE: Highway 11 Medical Park Access Roadway
Mississippi Development Authority Grant (DIP-363)
City of Hattiesburg, Mississippi**

Dear Mr. Rutland:

Enclosed find Construction Change Request No. 1 for the above referenced project resulting in an increase to the project in the amount of **\$3,448.50**. This change request reflects soil cement stabilization of the existing roadway subgrade which is required due to field conditions. The Contractor (Warren Paving) has agreed to this change order and has executed the Construction Change Request No. 1 document included with this letter.

If you should have any questions, please give me a call at 601-583-2127.

Sincerely,


Dustin B. Gatlin, P.E.

Enclosure

cc: Jeremy Patterson, Project Manager
Warren Paving, Inc.

Michele Moore, CGW
Professional Grant Management Services, LLC

Alex Agnew, Chief Financial Officer
Hattiesburg Clinic, P.A.

CONSTRUCTION CHANGE REQUEST NO. 1

Project: Highway 11 Medical Park Access Roadway
 Mississippi Development Authority Grant (DIP-363)

April 3, 2018
 City of Hattiesburg, Forrest County, Mississippi

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ORIGINAL CONTRACT PRICE	(A)	\$ 498,695.00	ENGINEER RECOMMENDATION:
Contingencies Per Estimate	(B)	\$ -	April 10, 2018 2018
TOTAL CONTRACT ITEMS (A-B)	(C)	\$ 498,695.00	<i>David Hall</i> , Project Engineer
TOTAL (Previously Approved Change Requests)	(D)	\$ -	Engineer Representative Signature/Title
() Plus () Minus			
NEW TOTAL - CONTRACT ITEMS (C+/-D)	(E)	\$ 498,695.00	CONTRACTOR APPROVAL:
ESTIMATED AMOUNT - THIS REQUEST	(F)	\$ 3,448.50	April 10, 2018 2018
(+) Plus () Minus			<i>James Hall</i> , Project Manager
			Contractor Representative Signature/Title
REVISED TOTAL - CONTRACT ITEMS (E+/-F)	(G)	\$ 502,143.50	OWNER APPROVAL:
INDICATED UNDERRUN (A-G)		\$ -	5-15 2018
INDICATED OVERRUN (G-A)		\$ 3,448.50	<i>James Hall</i>
			Owner Representative/Title



City of Hattiesburg, MS

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

Master

File Number: 2018-438

File ID: 2018-438

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 05/01/2018

Brief Title: Declare and approve rental of election equipment for upcoming municipal election for Special School Bond as Sole source; authorize City Clerk to execute rental agreement.

Final Action: 05/08/2018

Minute Book Number: MB2018-118-119

Title:

Declare and approve a sole source purchase covering rental of election equipment and related services for the upcoming municipal election for Special School Bond, as provided for in MS Code Section 31-7-13(m) (viii), based on information in the attached memorandum; authorize City Clerk to execute rental agreement with Election Systems and Software, Inc., in an amount not to exceed \$10,950.00.

Notes:

Agenda Date: 05/08/2018

Indexes:

Agenda Number: VI.-11

Sponsors:

Enactment Date:

Attachments: ESS-811 City of Hattiesburg Election Support, Sole Source-Memo-Eaton

Enactment Number:

Contact:

Meeting Date: 05/08/2018

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/08/2018	Approve				Pass

Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Declare and approve a sole source purchase covering rental of election equipment and related services for the upcoming municipal election for Special School Bond, as provided for in MS Code Section 31-7-13(m) (viii), based on information in the attached memorandum; authorize City Clerk to execute rental agreement with Election Systems and Software, Inc., in an amount not to exceed \$10,950.00.

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

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

Nays: 0

Yea: 5 Council Member George
 Council Member Delgado
 Council President Carroll
 Council Vice President Dryden
 Council Member Brown

Text of Legislative File 2018-438

Title

Declare and approve a sole source purchase covering rental of election equipment and related services for the upcoming municipal election for Special School Bond, as provided for in MS Code Section 31-7-13(m) (viii), based on information in the attached memorandum; authorize City Clerk to execute rental agreement with Election Systems and Software, Inc., in an amount not to exceed \$10,950.00.

Summary

Declare and approve rental of election equipment for upcoming municipal election for Special School Bond as Sole source; authorize City Clerk to execute rental agreement.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



March 29th, 2018
Re: Municipal Election Support
Quote # - ESS-811

Kermas Eaton (City Clerk)
City of Hattiesburg
PO Box 1898, 39403
200 Forest Street
Hattiesburg, MS 39401
Phone: 601-545-4602
Fax: 601-584-4892
e-mail: keaton@hattiesburgms.com

Dear Mr. Eaton

ES&S is pleased to offer to you the following pricing for your 2018 Municipal Election Support.

May 22nd, 2018 Municipal Election Support

5 Days of Technician Support @ \$835/per day - \$4,175.00

Delivery and Rental of (15) TSX machines and peripherals - \$5,500.00

- **Includes Voter Access Cards, paper, Supervisor Cards, Administrator Cards, encoders, headphones, TSX cards, seals, etc....**

Database Coding Support - \$1,275.00

Total - \$10,950.00

Considerations that impact pricing:

1. Pricing is valid for 60 days.
2. Price includes all travel and expenses.
3. All Sales, Services and Licenses are subject and bound to the terms and conditions of ES&S.

Thank you again for the opportunity to quote your Municipal Election Support. We would ask that you please approve this proposal by signing and returning so that we can secure the necessary resources needed to support this service. Please feel free to call with any questions you might have pertaining to this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bill Lowe', is written over a horizontal line.

Bill Lowe
Election Systems & Software
Account Manager - State of Mississippi
5738 Hwy 80 West Suite C
Jackson, MS 39209
Phone – 601-922-2476
Cell – 601-497-4769
Fax – 601-922-8475

Election Official Approval



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

TO: Mayor and City Council Members

From: Kermas Eaton, Director of Administration/ City Clerk

Date: April 30, 2018

RE: Sole Source request for rental of election equipment/

To facilitate a timely and accurate processing of ballots cast in the upcoming municipal election for Special School Bond election, I wish to request approval of a Sole Source Declaration covering rental of equipment and related services. Provisions covering this purchase are provided for in Section 31-7-13(m) (viii) of the Mississippi Code of 1972.

The ballot used by the City is an optical scan ballot supplied by Election Systems & Software (ES&S). Ballots are purchased under the provisions of Section 31-7-13(m) (xvi) of the Mississippi Code of 1972. The optical scan ballot supplied by this company cannot be used on any other system except an ES&S model scanner.

Enclosed is a rental agreement with ES&S for the rental of a scanner and related equipment and services in the amount not to exceed \$10,950.00. The price includes a technician on site at City Hall for testing and operation of the equipment.

Please let me know if further information is needed.

Sincerely,

Kermas Eaton
City Clerk



City of Hattiesburg, MS

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

Master

File Number: 2018-406

File ID: 2018-406

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 04/23/2018

Brief Title: Appointment of Jennnifer D. Payne to the Convention Commission.

Final Action: 05/08/2018

Minute Book Number: MB2018-119

Title:

Ratify and confirm the Mayor's appointment of Jennifer D. Payne (W1) to the Hattiesburg Convention Commission Board for a two (2) - year term beginning May 8, 2018 and ending May 7, 2020.

Notes:

Agenda Date:

Indexes:

Agenda Number: VI.-12

Sponsors:

Enactment Date:

Attachments: Payne-Resume, Payne- Data Sheet

Enactment Number:

Contact:

Meeting Date: 05/08/2018

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/08/2018	Ratify and Confirm				Pass
Action Text: A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Ratify and confirm the Mayor's appointment of Jennifer D. Payne (W1) to the Hattiesburg Convention Commission Board for a two (2) - year term beginning May 8, 2018 and ending May 7, 2020.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2018-406

Title

Ratify and confirm the Mayor's appointment of Jennifer D. Payne (W1) to the Hattiesburg Convention Commission Board for a two (2) - year term beginning May 8, 2018 and ending May 7, 2020.

Summary

Appointment of Jennifer D. Payne to the Hattiesburg Convention Commission Board for a two (2) - year term beginning May 8, 2018 and ending May 7, 2020.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Jennifer D. Payne

11 Spyglass Hill, Hattiesburg, MS 39402 | 601.214.0653 | jpayne@camellia.com

Education

BACHELOR OF ARTS | 2004 | THE UNIVERSITY OF SOUTHERN MISSISSIPPI

Speech Communication

MASTER OF SCIENCES | 2007 | FLORIDA STATE UNIVERSITY

Higher Education Administration

Experience

BUSINESS OWNER | THE CAMELLIA HOUSE

OCTOBER 2013 - PRESENT

- Own and operate a five bedroom guest house and event venue located in Hattiesburg, MS. Responsible for property upkeep and maintenance, marketing of the venue, budgeting and financial management of the business, and working with clients to schedule, plan and execute various special events.

SPECIAL PROJECTS COORDINATOR | THE UNIVERSITY OF SOUTHERN MISSISSIPPI

JANUARY 2014 - JUNE 2015

- Worked alongside The University of Southern Mississippi Communications team to successfully plan, market and execute high profile university events and ceremonies. Also coordinated with the University President's Office to establish a basic protocol standard for all university personnel to follow when planning events.

ASSOCIATE DIRECTOR FOR EXTERNAL AFFAIRS | THE UNIVERSITY OF SOUTHERN MISSISSIPPI ALUMNI ASSOCIATION

JANUARY 2011- JANUARY 2014

- Primary responsibilities included membership recruitment, alumni tracking and evaluation and managing the Association's development efforts. Additionally oversaw the Association's field operations and programming initiatives, managed the organization's affinity partner relationships and other revenue generating programs, and served as the Association's representative on various university and community boards.

CENTENNIAL CELEBRATION COORDINATOR | THE UNIVERSITY OF SOUTHERN MISSISSIPPI

JUNE 2007 - DECEMBER 2010

- Planned, coordinated and executed all celebratory programming associated with the 100th anniversary of The University of Southern Mississippi. Oversaw and maintained the university budget appropriated for the celebration, supervised and led the 50 member volunteer steering committee, and oversaw the communication plan to disperse information to all university constituents regarding celebration events. Additional duties included working with University Press of Mississippi on the creation of the Centennial history text "Treasured Past, Golden Future" and designing and maintaining the interactive Centennial website.

Community Engagement

- CAMELLIA MINISTRIES | 2007 - PRESENT
- ROTARY CLUB OF HATTIESBURG | 2008 - PRESENT
- JUNIOR AUXILIARY OF HATTIESBURG | 2011 - 2017
- PARTNERS FOR THE ARTS | 2014 - 2017

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Hattiesburg Convention Center

TERM OF OFFICE: 2 years PERIOD: 8/18/12 - 8/17/14

REPLACES: Lewis Myrick

TERM EXPIRED: _____ OR RESIGNED: _____ DECEASED _____

DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL'S BOND? YES X NO _____

NAME OF PROPOSED APPOINTEE: Jennifer D. Payne

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

ADDRESS: 11 Spyglass Hill

HOME PHONE NUMBER: _____ WARD: 1 PLACE OF

EMPLOYMENT: _____

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO.: _____ POSITION: _____

PERSON CONTACTED BY: Mayor Barker DATE: _____

TO BE CONTACTED BY: _____ DATE CONTACTED: _____

AGREED TO SERVE: X DECLINED: _____



City of Hattiesburg, MS

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

Master

File Number: 2018-439

File ID: 2018-439

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 05/03/2018

Brief Title: Designate Festival South's Best of the Pine Belt awards gala June 2, 2018, as a city-approved event for the purposes described in Ordinance Number 3148.

Final Action: 05/08/2018

Minute Book Number: MB2018-119

Title:

Designate Festival South's kick-off event, the Best of the Pine Belt awards gala June 2, 2018, at the Saenger Theater as a city-approved event for the purposes described in Ordinance Number 3148.

Notes:

Agenda Date: 05/08/2018

Indexes:

Agenda Number: VI.-13

Sponsors:

Enactment Date:

Attachments: Email - David Gustafson, Best of the Pine Belt Awards Gala, ORD 3148 - Possession and Consumption of Beer and Light Wine

Enactment Number:

Contact:

Meeting Date: 05/08/2018

Drafter: Lisa Luu

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/08/2018	Designate				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member Delgado to Designate Festival South's kick-off event, the Best of the Pine Belt awards gala June 2, 2018, at the Saenger Theater as a city-approved event for the purposes described in Ordinance Number 3148.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2018-439

Title

Designate Festival South's kick-off event, the Best of the Pine Belt awards gala June 2, 2018, at the Saenger Theater as a city-approved event for the purposes described in Ordinance Number 3148.

Summary

Designate Festival South's Best of the Pine Belt awards gala June 2, 2018, as a city-approved event for the purposes described in Ordinance Number 3148.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Best of the Pine Belt

David Gustafson [david@hubcityspokes.com]

Sent: Thursday, May 03, 2018 1:21 PM

To: Bernardo, Debbie

Hi Debbie.

Hope all is well. It's that time of the year again. Could you please put this request on the council agenda for the first meeting in May?

I'm emailing today to formally request the city council authorize our Festival South kickoff event – the “Best of the Pine Belt” awards gala on Saturday, June 2 at the Saenger Theater as an **official city-sanctioned event**. It's going to be a fun evening as we spotlight some of Hattiesburg's best and brightest as an official kickoff to our two-week FestivalSouth event.

As part of our event, we would like to request closure of Forrest Street between W. Front St. and W. Pine St. from the hours of 1 p.m. to 9 p.m. with the understanding that we would keep the southbound lane of traffic open until 5 p.m. to accommodate travel/parking for City Hall.

We've been working with the folks at the Saenger to coordinate the event, which will include them setting up a bar outside in the street to service patrons during our pre-event street party that begins at 6 p.m. Once the inside event begins at 7:30 p.m., the bar will be shut down and the street cleared for thru traffic. We expect it be a very calm event without much alcohol consumption.

Please let me know what else I might need to do to make this request.

Thanks much...

David R. Gustafson, Editor/Publisher
HubCitySPOKES: A Publishing Company

The Hattiesburg Post | The Lamar Times | The Petal News
Signature Magazine | PineBeltSPORTS | Here's Hattiesburg

103 N. 40th Ave., Hattiesburg, MS 39401
(601) 268-2331 office (601) 268-2965 fax
HubCitySPOKES.com | SignatureMagazine.ms

ORDINANCE NUMBER 3148
OF THE
CITY OF HATTIESBURG, MISSISSIPPI

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

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

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

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

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

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

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

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

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

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

YEAS: Bradley
Delgado
Dryden
Naylor

NAYS: None ABSENT: Carroll

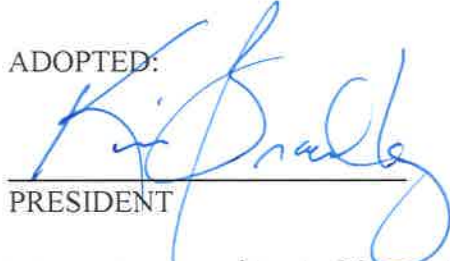
THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 16th day of December A.D., 2014.

(S E A L)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

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

ATTEST:

APPROVED:

DEPUTY CITY CLERK

MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2018-440

File ID: 2018-440

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 05/07/2018

Brief Title: Adopting Resolution of support for the Hattiesburg
Public School bond referendum.

Final Action: 05/08/2018

Minute Book Number: MB2018-119

Title:

Adopt a Resolution endorsing the bond referendum scheduled for May 22, 2018 and encouraging all citizens of Hattiesburg Public School district to vote in favor of the bond.

Notes:

Agenda Date: 05/08/2018

Indexes:

Agenda Number: VI.-14

Sponsors:

Enactment Date:

Attachments: Council Resolution-School Bond, RES#2018-66,
executed Council Resolution-School Bond

Enactment Number:

Contact:

Meeting Date: 05/08/2018

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	05/07/2018					
1	City Council	05/08/2018	Adopt				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to Adopt a Resolution endorsing the bond referendum scheduled for May 22, 2018 and encouraging all citizens of Hattiesburg Public School district to vote in favor of the bond.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2018-440

Title

Adopt a Resolution endorsing the bond referendum scheduled for May 22, 2018 and encouraging all citizens of Hattiesburg Public School district to vote in favor of the bond.

Summary

Adopting Resolution of support for the Hattiesburg Public School bond referendum.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION

Endorsing the passage of the bond referendum scheduled for May 22, 2018 and encouraging all citizens of the Hattiesburg Public School District to vote in favor of the bond.

WHEREAS, public education is at the heart of democracy and is essential to the flourishing of its citizens; and

WHEREAS, an educated population is a key to economic development and prosperity, and the City of Hattiesburg is fortunate indeed to have within its borders a strong public school system; and

WHEREAS, as any homeowner or business owner knows, it is necessary to expend money to maintain and improve the homes and business we own or they will deteriorate, and in the case of school facilities, it is no different; and

WHEREAS, a number of the facilities in the Hattiesburg Public Schools are in need of significant investment, and additional facilities for the education of the children who attend the Hattiesburg Public Schools are also needed; and

WHEREAS, many capital improvements are needed to ensure a safe, secure and 21st century learning environment for the next generation of Hattiesburg leaders; and

WHEREAS, voters residing within the boundaries of the Hattiesburg Public School District will have the opportunity to invest in the future of the City of Hattiesburg by their vote in the bond issue referendum scheduled for May 22, 2018; and

WHEREAS, a vote in favor of the renewal of bonds that were originally issued in 2002, would not require any additional taxes to be paid by District residents, but would simply keep current millage rates the same.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hattiesburg, Mississippi, that the Council endorses the passage of the bond renewal referendum scheduled for May 22, 2018, and encourages the citizens of the Hattiesburg Public School District to vote in favor of the bond renewal.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 8th day of May, 2018.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 8th day of May, 2018.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

THIS the _____ day of _____, A.D., 2018.

RESOLUTION

Endorsing the passage of the bond referendum scheduled for May 22, 2018 and encouraging all citizens of the Hattiesburg Public School District to vote in favor of the bond.

WHEREAS, public education is at the heart of democracy and is essential to the flourishing of its citizens; and

WHEREAS, an educated population is a key to economic development and prosperity, and the City of Hattiesburg is fortunate indeed to have within its borders a strong public school system; and

WHEREAS, as any homeowner or business owner knows, it is necessary to expend money to maintain and improve the homes and business we own or they will deteriorate, and in the case of school facilities, it is no different; and

WHEREAS, a number of the facilities in the Hattiesburg Public Schools are in need of significant investment, and additional facilities for the education of the children who attend the Hattiesburg Public Schools are also needed; and

WHEREAS, many capital improvements are needed to ensure a safe, secure and 21st century learning environment for the next generation of Hattiesburg leaders; and

WHEREAS, voters residing within the boundaries of the Hattiesburg Public School District will have the opportunity to invest in the future of the City of Hattiesburg by their vote in the bond issue referendum scheduled for May 22, 2018; and

WHEREAS, a vote in favor of the renewal of bonds that were originally issued in 2002, would not require any additional taxes to be paid by District residents, but would simply keep current millage rates the same.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hattiesburg, Mississippi, that the Council endorses the passage of the bond renewal referendum scheduled for May 22, 2018, and encourages the citizens of the Hattiesburg Public School District to vote in favor of the bond renewal.

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

YEAS:	George Delgado Carroll Dryden Brown	NAYS:	None
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The President thereby declared the motion carried and the Resolution adopted, this the 8th day of May, 2018.

(SEAL)

ATTEST:



CLERK OF COUNCIL

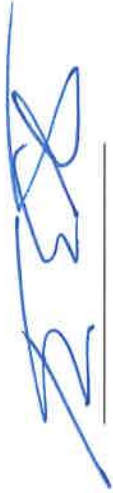
ADOPTED:



PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 8th day of May, 2018.

ATTEST:



CITY CLERK

APPROVED:



MAYOR

THIS the 8th day of May, A.D., 2018.



City of Hattiesburg, MS

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

Master

File Number: 2018-422

File ID: 2018-422

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Darnelle Larremore

File Created: 04/30/2018

Brief Title: Acknowledge Receipt of Privilege Tax License Report
for March 2018

Final Action:

Minute Book Number: MB2018-120

Title:

Acknowledge receipt of Privilege Tax License Report for March 2018.

..Summary

Acknowledge receipt of Privilege Tax License Report for March 2018.

Notes:

Agenda Date: 05/08/2018

Indexes:

Agenda Number: VII.-1

Sponsors:

Enactment Date:

Attachments: Memo-Privilege License Report for March 1 2018,
Privilege License Report-March 1-31-2018

Enactment Number:

Contact:

Meeting Date:

Drafter: Darnelle Larremore

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/08/2018					

Text of Legislative File 2018-422

Title

Acknowledge receipt of Privilege Tax License Report for March 2018.

..Summary

Acknowledge receipt of Privilege Tax License Report for March 2018.

Summary

Acknowledge receipt of Privilege Tax License Report for March 2018.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

April 27, 2018

To: Mayor and City Council
From: Darnelle Larremore, Division Manager
City Clerk's Division
Date: April 27, 2018
Subject: Privilege Tax License Reports

Attached are copies of the monthly Privilege License Reports for January and February of 2018. A summary has been provided below for easier viewing.

March	New Licenses	58	\$2,086.42
	Renewed Licenses	144	\$9,613.00
	Penalties		<u>\$ 138.27</u>
	Grand Total		\$12,739.69

Respectfully submitted

Darnelle Larremore
Division Manager
City Clerk/Tax Division

PRIVILEGE LICENSE MONTHLY REPORT

03/01/2018 TO 03/31/2018

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-01-18-012268	\$175.00		PARISH TRACTOR COMPANY, LLC 7061 HWY 49 HATTIESBURG MS
LIC-01-18-012284	\$55.00		FRONT PORCH BARBECUE & SEAFOOD 1 MAY POP AV HATTIESBURG MS 39402
LIC-01-18-012301	\$58.00		SIMEDD EQUIPMENT, LLC 7336 HWY 49 HATTIESBURG MS 39401
LIC-01-18-012306	\$121.00		KENAN TRANSPORT LLC 1002 BOUIE ST HATTIESBURG MS 39401
LIC-01-18-012331	\$30.00		GREATER SOUTHEAST CONSTRUCTION LLC 20 BELLEGRASS BLVD HATTIESBURG MS 39402
LIC-01-18-012367	\$45.00		SECOND CHANCE THRIFT SHOP 111 BROADWAY DR HATTIESBURG MS 39401
LIC-01-18-012372	\$45.00		PACE AUTO SALES 6812 HWY 98 WEST HATTIESBURG MS 39402
LIC-02-16-006359	\$55.00		WILL'S WAY LLC 22 MILLBRANCH RD STE 1200 HATTIESBURG MS 39402
LIC-02-18-012380	\$45.00		CAR ZONE 510 BROADWAY DR HATTIESBURG MS 39401
LIC-02-18-012479	\$55.00		TED HARDEN OD, PLLC 110 LONGWOOD TER HATTIESBURG MS 39402
LIC-02-18-012495	\$45.00		HEALING TOUCH DAY SPA 6059 HWY 98 W STE A-4 HATTIESBURG MS 39402
LIC-02-18-012504	\$30.00		PERFORMANCE CONTRACTING, INC. 1877 VANDERHORN ST MEMPHIS TN 66219
LIC-02-18-012531	\$55.00		CONEY ISLAND CAFE 400 MAIN ST HATTIESBURG MS 39401
LIC-03-18-012535	\$45.00		BA FINANCIAL COACHING, LLC 525 MAIN ST STE D HATTIESBURG MS 39401
LIC-03-18-012538	\$45.00		DREAM HOUSE LLC 1520 ADELINE ST HATTIESBURG MS 39401
LIC-03-18-012551	\$20.00		ROSIE'S ICE CREAM 223 LYNNWOOD CIR HATTIESBURG MS 39402

LIC-03-18-012555	\$45.00	ANJAH AND ASSOCIATE TAX PO BOX 130 COLUMBIA MS 39429
LIC-03-18-012557	\$0.00	TCM SERVICES, LLC 1307 ADELINE ST HATTIESBURG MS 39401
LIC-03-18-012594	\$20.00	TC WOOD WORK 211 S 16TH AV HATTIESBURG MS 39401
LIC-03-18-012609	\$250.00	MISSISSIPPI DELTA SHOWS, LLC 7197 US HWY 11 LUMBERTON MS 39455
LIC-03-18-012623	\$0.00	NIECY'S CREATION'S 45 PALMER CIR HATTIESBURG MS 39401
LIC-03-18-012625		ST. THOMAS AQUINAS CATHOLIC CHURCH 3117 W 4TH ST HATTIESBURG MS 39401
LIC-03-18-012627		TOWER LOAN OF SOUTH HATTIESBURG 6333 HWY 49 STE 30 HATTIESBURG MS
LIC-03-18-012630	\$55.00	HATTIESBURG CLINIC PA -COORDINATED CARE CLINIC 415 S 28TH AV HATTIESBURG MS 394017283
LIC-03-18-012639		SUMMIT FINANCIAL SERVICES, CORP 5064 HARDY ST STE 60 HATTIESBURG MS 39402
LIC-03-18-012640	\$45.00	Texas Pit Master BBQ 3955 VETERANS MEMORIAL BLVD HATTIESBURG MS 39402
LIC-03-18-012661	\$20.00	D'NIYLAH NICOLA GIFTS 557 WILLIAM CAREY PKWY HATTIESBURG MS 39401
LIC-03-18-012702	\$20.00	DAY WALKING 409 N 39TH AV HATTIESBURG MS 39401
LIC-03-18-012730	\$20.00	SWINERTON BUILDERS 260 TOWNSEND ST SAN FRANCISCO CA 94107
LIC-08-17-010758	\$45.00	THERAHS CHILD CARE 216 S 21ST AV HATTIESBURG MS 39401
LIC-08-17-010954	\$45.00	IN AND OUT WIRELESS OF JK 6333 HWY 49 HATTIESBURG MS 39402
LIC-09-17-011351	\$45.00	ART OF LIVING LLC 607 CORINNE ST STE C-3 HATTIESBURG MS 39401
LIC-09-17-011424	\$45.00	WILLIAM COUCH ATTORNEY P.O. BOX 471 LUMBERTON MS 39455
LIC-10-17-011584		1ST FRANKLIN FINANCIAL CORPORATION 6335 US HWY 49 STE 20 HATTIESBURG MS 39401
LIC-10-17-011599		THE GALEY AGENCY 106 MADISON PLZ SUITE B HATTIESBURG MS 39402

LIC-10-17-011615		EAGLE FINANCIAL INC. 5914 HWY 49 SUITE 20 HATTIESBURG MS 39401
LIC-10-17-011616		THOMAS MCCAFFREY AGENCY 1950 LINCOLN RD STE 100 HATTIESBURG MS 39402
LIC-10-17-011617		PINE BELT INSURANCE 1950 LINCOLN RD STE 20 HATTIESBURG MS 39402
LIC-10-17-011618	\$0.00	STATE FARM INSURANCE COMPANY 2017 HARDY ST HATTIESBURG MS 39401
LIC-10-17-011620		NEW JERUSALEM CHURCH 3000 LARAMIE CIR HATTIESBURG MS 39402
LIC-10-17-011634		NEW FELLOWSHIP CHURCH 1309 N 31ST AV HATTIESBURG MS 39401
LIC-10-17-011635		THE HOLY TEMPLE OF RESTORATION & REVIVAL 112 N TIPTON ST HATTIESBURG MS 39401
LIC-10-17-011639	\$67.00	HATTIESBURG CLINIC, P.A./PRINT CENTER 5912 HWY 49 STE C-10P HATTIESBURG MS 39401
LIC-10-17-011640	\$10.00	HATTIESBURG CLINIC, P.A./PRINT CENTER 5912 HWY 49 STE C-10P HATTIESBURG MS 39401
LIC-10-17-011655		UNITY BAPTIST CHURCH 2410 ALICE DR HATTIESBURG MS 39402
LIC-10-17-011658		HOLY ROSARY PARISH CENTER 902 DABBS ST HATTIESBURG MS 39401
LIC-10-17-011718	\$45.00	HERBALIFE 712 JAMES ST HATTIESBURG MS 39401
LIC-10-17-011775	\$45.00	I CREATE 3108 FERNWAY DR HATTIESBURG MS 39401
LIC-10-17-011778	\$45.00	DR TAX SERVICES 3108 FERNWAY DR HATTIESBURG MS 39401
LIC-11-17-011890	\$12.50	SUPERMARKET LATINO LLC 806 JAMES ST HATTIESBURG MS 39401
LIC-11-17-011891	\$41.67	SUPERMARKET LATINO LLC 806 JAMES ST HATTIESBURG MS 39401
LIC-11-17-011892	\$55.00	WATKINS & EAGER PLLC PO BOX 16567 HATTIESBURG MS 39404
LIC-12-17-012056	\$15.00	KATIE EXPRESS FOOD MART, LLC 306 KATIE AV HATTIESBURG MS 39401
LIC-12-17-012057	\$36.25	KATIE EXPRESS FOOD MART, LLC 306 KATIE AV HATTIESBURG MS 39401

LIC-12-17-012065	\$45.00	PIGMENTS 163 TURTLE CREEK DR HATTIESBURG MS 39402
LIC-12-17-012075	\$45.00	FIRST COMMUNITY MORTGAGE, INC 5296 OLD HWY 11 STE 3 HATTIESBURG MS 39402
LIC-12-17-012107		MIRACLE TEMPLE HOLINESS CHURCH 103 TATUM RD HATTIESBURG MS 39401
LIC-12-17-012164	\$45.00	RED ROOF INN 6508 HWY 49 HATTIESBURG MS 39401
58	\$2,086.42	

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-03-18-012540	\$30.00		GARDNER LAW FIRM HATTIESBURG P.C. 709 HARDY STREET HATTIESBURG MS 39401
LIC-03-18-012541	\$990.00		TOP MUSIC COMPANY 3656 GOVERNMENT BLVD MOBILE AL 36693-
LIC-03-18-012542	\$108.00		TOP MUSIC COMPANY 3656 GOVERNMENT BLVD MOBILE AL 36693-
LIC-03-18-012543	\$30.00		BAKER DISTRIBUTING CO #920 1519 N MAIN STREET HATTIESBURG MS 39401
LIC-03-18-012545	\$150.00	\$16.50	CHANNEL CONTROL MERCHANTS, LLC 48 RAWL SPRINGS LOOP RD BLDG A,B,C,D HATTIESBURG MS 39402
LIC-03-18-012546	\$20.00		AZTEC MOTORS 1502 N MAIN STREET HATTIESBURG MS 39401-
LIC-03-18-012547	\$20.00		TAMMY'S HOUSE OF BEAUTY PHASE II 600 KATIE AV HATTIESBURG MS
LIC-03-18-012548	\$20.00		TAMMY'S HOUSE OF BEAUTY 515 KATIE AV HATTIESBURG MS
LIC-03-18-012549	\$20.00	\$2.20	JORDAN, TOM H., CPA 608 W PINE STREET HATTIESBURG MS 39401
LIC-03-18-012550	\$20.00		HERSKOVITS PLLC 124 WALNUT ST STE 6 HATTIESBURG MS 39401
LIC-03-18-012552	\$150.00		PETRO AUTOMOTIVE GROUP, INC. 6248 HIGHWAY 98 W HATTIESBURG MS 39402-
LIC-03-18-012553	\$20.00		BUMPTE 103 S 14TH AV HATTIESBURG MS 39401-
LIC-03-18-012556	\$30.00	\$3.60	AISSA HAIR BRAIDING 6111 HIGHWAY 49 STE 19 & 20 HATTIESBURG MS 39401-
LIC-03-18-012558	\$20.00		ABBAY SALON & SPA 246 MORRELL CIRCLE HATTIESBURG MS 39402-

LIC-03-18-012559	\$20.00	\$2.40	BLACKWELL PLUMBING P.O. BOX S 16295 AVENUE HATTIESBURG MS 394040000
LIC-03-18-012560	\$20.00		LIBERTY MAIL CENTER 5266 OLD HWY 11 50 HATTIESBURG MS 39402
LIC-03-18-012561	\$20.00		HERNANDEZ TIRE SHOP # 2 1523 BROADWAY DRIVE HATTIESBURG MS 39402
LIC-03-18-012562	\$30.00		THE KOERBER COMPANY, P.A. P.O. BOX 18170 HATTIESBURG MS 394040000
LIC-03-18-012564	\$20.00		HATTIE'S DRAWERS 2006 ADELINE STREET HATTIESBURG MS 39401-
LIC-03-18-012565	\$20.00		HATTIESBURG TRUCK PARTS 5484 HIGHWAY 42 HATTIESBURG MS 39401-
LIC-03-18-012566	\$20.00		DIFFERENT DRUMMER PUBLISHING LLC 3904 HARDY STREET HATTIESBURG MS 39402-
LIC-03-18-012567	\$20.00		SINCLAIR LUNDY C.P.A. 3802 W 4TH STREET B HATTIESBURG MS 394010000
LIC-03-18-012568	\$20.00		CARTER LAW OFFICE 404 HEMPHILL STREET HATTIESBURG MS 39401
LIC-03-18-012569	\$20.00		UNITED FENCE COMPANY 255 MCLEOD STREET HATTIESBURG MS 39401
LIC-03-18-012570	\$20.00		WILL'S GUN AND AMMO 39A KING RD HATTIESBURG MS 39402
LIC-03-18-012571	\$100.00		WILL'S GUN AND AMMO 39A KING RD HATTIESBURG MS 39401
LIC-03-18-012572	\$20.00		VAPORIZED 112 CAMBROOKE HATTIESBURG MS 39402
LIC-03-18-012573	\$20.00		BENNY PLUMBING & REPAIR 2508 OLD RICHTON ROAD PETAL MS 394650000
LIC-03-18-012575	\$30.00		BAKER PETROLITE 16 OFFICE PARK DRIVE 16 HATTIESBURG MS 394020000
LIC-03-18-012576	\$20.00		LETT CHIROPRACTIC CENTER 1509 HARDY STREET HATTIESBURG MS 394010000
LIC-03-18-012577	\$20.00		WEST FAMILY REALTY LLC P.O. BOX 611 STREET HATTIESBURG MS 39403-
LIC-03-18-012578	\$20.00		MARKETPLACE ANTIQUES 5360 HIGHWAY 49 S HATTIESBURG MS 39401-
LIC-03-18-012579	\$30.00		TOWN & COUNTRY ANIMAL HOSPITAL, LLC 12 GRAVEL PIT ROAD HATTIESBURG MS 39402-

LIC-03-18-012580	\$20.00		LIL' CAR WASH, INC PO BOX 1509 PURVIS MS 39475-
LIC-03-18-012581	\$20.00	\$2.60	THERAPEUTIC SOLUTIONS 604 ADELINE STREET STE A HATTIESBURG MS 39401-
LIC-03-18-012582	\$250.00		B & B DISTRIBUTING 1504 COUNTRY CLUB ROAD HATTIESBURG MS 39401-
LIC-03-18-012583	\$25.00		A TO Z MOBILE HOME SERVICE 7408 HIGHWAY 49 N HATTIESBURG MS 39401-
LIC-03-18-012584	\$20.00	\$2.20	THYSSENKRUPP ELEVATOR CORPORATION 114 TOWNPARK DRIVE 300 KENNESAW GA 301440000
LIC-03-18-012585	\$30.00		CRAFT AUTO SALES 911 E HARDY STREET HATTIESBURG MS 39401
LIC-03-18-012586	\$20.00	\$2.20	PURPLE DRAGON MARTIAL ARTS USA 104 S 37TH AV STE 10 HATTIESBURG MS
LIC-03-18-012587	\$30.00		SMITH'S INC. OF DOTHAN 488 ROSS CLARK CIRCLE NE DOTHAN AL 36302-
LIC-03-18-012588	\$20.00		TOUCHSTONE ELECTRIC COMPANY 15 WALLACE LANE PURVIS MS 39475-
LIC-03-18-012589	\$200.00		STUART C. IRBY CO. PO BOX 1819 JACKSON MS 392151819
LIC-03-18-012590	\$20.00	\$2.60	AMERICAN PRINTING 6186 HWY 49 HATTIESBURG MS 39401-
LIC-03-18-012595	\$20.00	\$2.20	DELK'S TIRE SALES & SERVICE 906 BOUIE ST HATTIESBURG MS 39401
LIC-03-18-012596	\$30.00		ROBERTS & ASSOCIATES 307 W PINE STREET HATTIESBURG MS 39401-
LIC-03-18-012597	\$20.00		WISE CARTER CHILD & CARAWAY P. O. BOX 651 JACKSON MS 392050000
LIC-03-18-012598	\$20.00		CANTEBURY APARTMENT, LLC 1500 ROEBUCK DR MERIDIAN MS 39301
LIC-03-18-012599	\$30.00		WINDSOR VILLAGE APARTMENTS, LP 49 CYPRESS LAKE TRAIL PETAL MS 39465
LIC-03-18-012600	\$20.00		HERITAGE VISION CENTER, INC. 6096 HIGHWAY 98 1 HATTIESBURG MS 394020000
LIC-03-18-012601	\$33.00		TEXTBOOK BROKERS OF MISSISSIPPI INC 2902 HARDY STREET STE 120 HATTIESBURG MS 39401-
LIC-03-18-012602	\$75.00	\$8.25	HIBBETT SPORTS #440 5912 HIGHWAY 49 A2 HATTIESBURG MS

LIC-03-18-012603	\$20.00		GEORGE MOORE PLUMBING 30 COURTNEY RD PETAL MS 39465-
LIC-03-18-012604	\$20.00	\$2.20	NORRIS, LARRY 101 FERGUSON STREET HATTIESBURG MS 39401
LIC-03-18-012605	\$20.00		CALYPSO JO'S HAIR & TAN LLC 5295 OLD HIGHWAY 11 STE 5 HATTIESBURG MS 39402
LIC-03-18-012606	\$51.00		MISSISSIPPI MATERIALS CO. 1920 BYRON STREET HATTIESBURG MS 39401
LIC-03-18-012607	\$80.00		J P M OF MISSISSIPPI, INC. 116 WL RUNNELS INDUSTRIAL DRIVE HATTIESBURG MS 39401
LIC-03-18-012608	\$20.00		ALLENS TROPHIES, INC. 220 MOBILE STREET HATTIESBURG MS 39401
LIC-03-18-012610	\$30.00		LIL' TEKNON LEARNING CENTER 125 W 8TH STREET HATTIESBURG MS 39401-
LIC-03-18-012612	\$30.00	\$3.60	HANCOCK BANK 228 ST. CHARLES AV STE 333 NEW ORLEANS LA 701300000
LIC-03-18-012613	\$51.00	\$6.12	HANCOCK BANK PO BOX 4019 GULFPORT MS 395020000
LIC-03-18-012614	\$30.00	\$3.60	HANCOCK BANK 228 ST. CHARLES AV SUITE 333 NEW ORLEANS LA 70130
LIC-03-18-012619	\$20.00		SPEEDY PRINTING/SIGN 1002 HARDY STREET HATTIESBURG MS 39401
LIC-03-18-012620	\$380.00		BUCK'S BARGAIN CENTER 6888 HIGHWAY 49 N HATTIESBURG MS 39402
LIC-03-18-012621	\$30.00		BURNS COOLEY DENNIS, INC. 1402 CORINNE STREET HATTIESBURG MS 39401
LIC-03-18-012624	\$20.00	\$30.80	SCHOOL & CARNIVAL SUPPLIES, INC. 5583 HIGHWAY 42 HATTIESBURG MS
LIC-03-18-012626	\$20.00	\$2.20	ANOINTED HANDS SERVICES LLC 400 JACKSON STREET HATTIESBURG MS 39401
LIC-03-18-012628	\$20.00		SMITH FARM 211 PROSPECT RD RICHTON MS 39476-
LIC-03-18-012631	\$20.00	\$3.00	MOORES LOCK & KEY LLC 408 NORTH STREET HATTIESBURG MS 39401
LIC-03-18-012632	\$10.00		JOHN'S CAR CARE 1209 HARDY ST HATTIESBURG MS 39401
LIC-03-18-012633	\$20.00	\$3.20	TRIANGLE WEST SEAFOOD 6409A HWY 98 W HATTIESBURG MS 39402-

LIC-03-18-012634	\$20.00		DOLEAC PROPERTY MAINTENANCE SERVICE LLC 2000 BYRON ST HATTIESBURG MS 39402
LIC-03-18-012635	\$20.00		KITTY'S HAIR DESIGN 4356 LINCOLN ROAD 10 HATTIESBURG MS 394020000
LIC-03-18-012636	\$20.00	\$2.20	EDWARDS MOBILE HOME PARK 1006 EDWARDS ST HATTIESBURG MS 39401
LIC-03-18-012642	\$20.00		EASTSIDE BARBER SHOP 204 EASTSIDE AVENUE HATTIESBURG MS 394010000
LIC-03-18-012644	\$20.00		HEAVENLY ANGELS CARE GIVING SERVICES 607 DUKE AV HATTIESBURG MS 39401
LIC-03-18-012645	\$20.00		TWICE THE ICE 5360 N US HWY 49 SOUTH AV HATTIESBURG MS 39402-
LIC-03-18-012646	\$30.00		RAIN FOREST X-PRESS OF H'BURG 1915 ARCADIA STREET HATTIESBURG MS 39401-
LIC-03-18-012647	\$20.00		GARNER PROPERTIES LLC 4358 LINCOLN ROAD 10 HATTIESBURG MS 39402-
LIC-03-18-012648	\$30.00		MONTAGUE, PITTMAN & VARNADO,P.A. 525 MAIN STREET HATTIESBURG MS 39401
LIC-03-18-012649	\$20.00		MERLE NORMAN HATTIESBURG 163 TURTLE CREEK DR HATTIESBURG MS 39402
LIC-03-18-012650	\$20.00		ART'S ARMORY 5266 OLD HWY 11 50 HATTIESBURG MS 39402
LIC-03-18-012651	\$96.00		HATTIESBURG CLINIC P.A. -CONNECTIONS 415 S 28TH AV HATTIESBURG MS 394010000
LIC-03-18-012652	\$66.00		HATTIESBURG CLINIC P.A.-SLEEP CENTER MED 415 S 28TH AVENUE HATTIESBURG MS 394010000
LIC-03-18-012653	\$20.00		NORTHCROSS RESTORATION CO., INC 6099 MORIAH ROAD STE 7-A MEMPHIS TN 38115-
LIC-03-18-012655	\$30.00		ROSELAND PARK CEMETARY & BEVERLY MEMORIAL COMPANY 1202 W 7TH STREET HATTIESBURG MS 39401
LIC-03-18-012656	\$20.00		H M P DESIGN 100 W PINE ST HATTIESBURG MS 39401
LIC-03-18-012658	\$33.00		HOT TOPIC #657 1000 TURTLE CREEK DRIVE 350 HATTIESBURG MS 39402
LIC-03-18-012659	\$20.00		KELLY SERVICES, INC PO BOX 331179 DETROIT MI 482660093
LIC-03-18-012662	\$75.00		STAR SERVICE INC OF JACKSON 328 E HON RD JACKSON MS 39212

LIC-03-18-012663	\$50.00		FAMILY DOLLAR STORES, INC # 30318 2526 LINCOLN ROAD HATTIESBURG MS 39401-
LIC-03-18-012664	\$30.00		BRISTER-STEPHENS, INC.45 SOLAR COURT MANDEVILLE,LA 70471 PO BOX 8985 COURT MANDEVILLE LA 70470-0000
LIC-03-18-012666	\$20.00		HATTIESBURG BUILDING CONTRACTORS LLC 5290 OLD HIGHWAY 11 HATTIESBURG MS 39401-
LIC-03-18-012668	\$20.00		HATTIESBURG BUILDING CONTRACTORS LLC 5290 OLD HIGHWAY 11 HATTIESBURG MS 39401-
LIC-03-18-012669	\$20.00		HATTIESBURG BUILDING CONTRACTORS LLC 5290 OLD HIGHWAY 11 HATTIESBURG MS 39401-
LIC-03-18-012671	\$20.00	\$2.20	GREAT VALUE STORAGE 2033 OAK GROVE RD HATTIESBURG MS 39402
LIC-03-18-012672	\$20.00	\$2.20	ALLBRITTON CHAIN SAW SUPPLY CO. 1601 BROADWAY DRIVE HATTIESBURG MS 39402
LIC-03-18-012677	\$20.00		PIERCE PLUMBING INC. 1518 N MAIN STREET HATTIESBURG MS 39401-
LIC-03-18-012678	\$30.00		PIERCE PLUMBING INC. 1518 N MAIN STREET HATTIESBURG MS 39401-
LIC-03-18-012679	\$20.00		PIERCE PLUMBING INC. 1518 MAIN ST HATTIESBURG MS
LIC-03-18-012681			N.E.E.D.S. II 166 OLD AIRPORT ROAD HATTIESBURG MS 39401-
LIC-03-18-012682	\$30.00		AMERICAN AIR SPECIALIST OF MS PO BOX 162 HATTIESBURG MS 39402
LIC-03-18-012683	\$30.00		H & C PLUMBING 308 OLD HIGHWAY 24 SUMRALL MS 39482
LIC-03-18-012684	\$20.00		LAMAR PROPERTY & REALTY, INC 130 SHELBY SPEIGHTS DRIVE PURVIS MS 39475-
LIC-03-18-012685	\$20.00		MONDEGREEN GAMES LLC 2903 WILLIAMSBURG ROAD HATTIESBURG MS 39402-
LIC-03-18-012686	\$20.00		BATTERIES PLUS BULBS 3203 HARDY STREET SUITE A HATTIESBURG MS 39402-
LIC-03-18-012687	\$20.00	\$2.40	RATLIFF PROPERTY MANAGEMENT 3200 FERNWAY DR HATTIESBURG MS 39401
LIC-03-18-012688	\$20.00	\$2.20	SOUTHERN Q-TEEZ 1000 TURTLE CREEK DRIVE HATTIESBURG MS 39403
LIC-03-18-012689	\$20.00		THE CUT BY HAIR CREATIONS 1601 ADELINE STREET HATTIESBURG MS 39401-

LIC-03-18-012690	\$20.00		FAST REFUNDS INC. 1319 HARDY STREET HATTIESBURG MS 394010000
LIC-03-18-012691	\$20.00		TIGER ROCK MARTIAL ARTS 28 MARKET COURT 40 HATTIESBURG MS 39402
LIC-03-18-012692	\$80.00		BIO SOIL ENHANCERS INC 1161 JAMES STREET HATTIESBURG MS 39401-
LIC-03-18-012693	\$20.00		PINEBELT HEATING & AIR CONDITIONING 692 BONHOMIE ROAD HATTIESBURG MS 39401-
LIC-03-18-012694	\$20.00		ADAMO ENTERPRISES/EAST HARDY TIRE 1718 E HARDY STREET HATTIESBURG MS 39401-
LIC-03-18-012697	\$20.00		FAMILY CHOICE FINANCIAL 6785 BOBCAT WAY STE 200 DUBLIN OH 43016
LIC-03-18-012700	\$20.00		L & L LAUNDRY 302 KATIE AVENUE HATTIESBURG MS 394010000
LIC-03-18-012701	\$45.00		WELLS FARGO CLEARING SERVICES, LLC 1 N JEFFERSON H0005-034 ST LOUIS MO 63103
LIC-03-18-012705	\$20.00		GREENHOUSE YOGA 208 S 25TH AVENUE HATTIESBURG MS 39401-
LIC-03-18-012706	\$20.00		PHILLIPS MONUMENT, LLC 5400 HWY 42 BYPASS HATTIESBURG MS 39401
LIC-03-18-012707	\$20.00	\$3.20	KING'S REPAIR SERVICE 4050 HWY 11 HATTIESBURG MS 39401
LIC-03-18-012708	\$20.00	\$2.60	SHEAR ENVY 4002 S OFERRAL STREET HATTIESBURG MS 39402-
LIC-03-18-012709	\$20.00		AAA HOMES OF MS, LLC PO BOX 307 HATTIESBURG MS 39403
LIC-03-18-012710	\$20.00		ENVI BOUTIQUE 560 WEATHERSBY ROAD STE 190 HATTIESBURG MS 39402-
LIC-03-18-012711	\$30.00		SMOOTHIE KING 3705 HARDY ST STE 30 HATTIESBURG MS 39402-
LIC-03-18-012712	\$20.00	\$2.80	GOT U FADED 104 E SCOоба ST HATTIESBURG MS 39401
LIC-03-18-012714	\$30.00		DUKES & DUKES LAW OFFICE 226 W PINE ST HATTIESBURG MS 39401
LIC-03-18-012715	\$440.00		ZALE JEWELRY #1776 1000 TURTLE CREEK DRIVE 340 HATTIESBURG MS 39402
LIC-03-18-012716	\$440.00		AGRI-AFC 203 WISTERIA DRIVE HATTIESBURG MS 39401-

LIC-03-18-012719	\$20.00		ONE STOP TIRE SHOP 1813 EDWARDS STREET STE 10 HATTIESBURG MS 39401-
LIC-03-18-012720	\$380.00		KAY JEWELERS #677 1000 TURTLE CREEK DRIVE 440 HATTIESBURG MS 39402
LIC-03-18-012721	\$93.00		HATTIESBURG LIFEWAY #9414 1 LIFEWAY PLAZA NASHVILLE TN 372340132
LIC-03-18-012722	\$30.00	\$3.60	ZACHARY & LEGGETT PLLC 211 S 29TH AVENUE HATTIESBURG MS 39401
LIC-03-18-012723	\$36.00	\$5.40	ADVANCED COLLISON OF HATTIESBURG 6368 HIGHWAY 98 W HATTIESBURG MS 39401
LIC-03-18-012724	\$20.00		BAINTER ELECTRIC/JAMES R. BANTER 1706 LOUISE STREET HATTIESBURG MS 39401
LIC-03-18-012725	\$80.00		JOHNSON CONTROLS INC. 77 ACADEMY DRIVE HATTIESBURG MS 39401-
LIC-03-18-012726	\$20.00		AWAKENINGS, P.A. 43 LAKE FORGETFUL HATTIESBURG MS 394020000
LIC-03-18-012727	\$30.00		POWER PLUS, INC. 50 OFFICE PARK DRIVE HATTIESBURG MS 39402
LIC-03-18-012731	\$150.00		FERGUSON ENTERPRISES INC. 5115 HIGHWAY 42 HATTIESBURG MS 39401
LIC-03-18-012732	\$20.00		MILDRED MADDOX REAL ESTATE 3018 W 7TH STREET HATTIESBURG MS 39401-
LIC-03-18-012733	\$40.00		FASTENAL COMPANY PO BOX 1206 WINONA MN 559870000
LIC-03-18-012734	\$3,210.00		ENTERPRISE RENT A CAR 410 BROADWAY DRIVE HATTIESBURG MS 39401-
LIC-03-18-012736	\$30.00		CITIZENS NATIONAL BANK 5917 U S HWY 49 HATTIESBURG MS 39402
LIC-03-18-012737	\$78.00		AMEDISYS HOME HEALTH OF HATTIESBURG 3854 AMERICAN WAY STE A BATON ROUGE LA 708166038
LIC-03-18-012738	\$20.00		ALWEST ADVERTISING CO. 8875 HIDDEN RIVER PKWY 300 TAMPA FL 33637
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144	\$10,525.00	\$128.27	

Total Collection for March

New Licenses	\$2,086.42
Renewed Licenses	\$10,525.00
Penalties	\$128.27
Grand Total	\$12,739.69



City of Hattiesburg, MS

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

Master

File Number: 2018-431

File ID: 2018-431

Type: Regular Agenda Item

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

Requester: Cecilia Jones

File Created: 04/30/2018

Brief Title: Acknowledge Proof of Publication for March 2018

Final Action:

Minute Book Number: MB2018-120

Title:

Acknowledge Proofs of Publication for the month of March 2018.

Notes:

Agenda Date: 05/08/2018

Indexes:

Agenda Number: VII.-2

Sponsors:

Enactment Date:

Attachments: Memo-Proof of Publication March 2018 Report,
PUBLICATIONS FOR MARCH 2018, CLARION
LEDGER PUBLICATION FOR 032018

Enactment Number:

Contact:

Meeting Date: 05/08/2018

Drafter: Cecilia Jones

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	05/08/2018					

Text of Legislative File 2018-431

Title

Acknowledge Proofs of Publication for the month of March 2018.

Summary

Acknowledge Proofs of Publication for the month of March 2018.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

To: Mayor and City Council

From: Cecilia Jones
City Clerk's Division

Date: April 30, 2018

Subject: Proof of Publication Report

Attached are copies of Proofs of Publication for March 2018.

Respectfully submitted

Cecilia A. Jones
City Clerk/Tax Division

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned, Brittany Purvis,
Legal Advertising Clerk, for The LAMAR TIMES, The PETAL NEWS,
and The HATTIESBURG POST weekly newspapers published in
Lamar County and Forrest County, Mississippi respectively, who,
being duly sworn, says that the notice, a true copy of which is
hereto annexed, appeared in the issues of said newspapers as fol-
lows:

Total # of Words: 324 Published 1 times

Date 1st Published: 03.29.18 Amt: 38.88

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 38.88

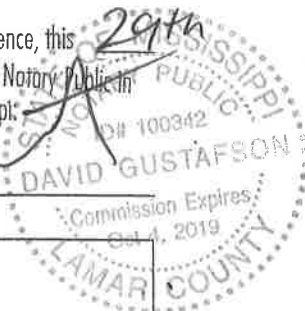
Proof of Publication Fee: 3.00

TOTAL: 41.88

(signed) [Signature]
The LAMAR TIMES • The PETAL NEWS • The HATTIESBURG POST

Sworn to and subscribed before me in my Presence, this 29th
day of March, 2018, a Notary Public in
and for the County of Lamar State of Mississippi:

(signed) [Signature]



FOR OFFICE USE ONLY:

- ☐ Em P: 03.23.18
- ☐ App: 03.23.18
- ☐ File Title: _____
- ☐ Invoice #: 81498
- ☐ Inv. Crt/Mld: 03.30.18
- ☐ Pymt Rec.d: _____
- ☐ POP sent: 03.30.18

NOTICE OF HEARING

BEFORE THE CITY COUNCIL OF
THE CITY OF HATTIESBURG, MISSIS-
SIPPI TO CONDEMN DILAPIDATED
BUILDING (S) AND/OR TO CLEAR ALL
CODE VIOLATIONS

TO: Anita Faye Mack 701 EuFala
Ave. HATTIESBURG, MS 39401; On
Point LLC, address unknown and all un-
known persons claiming any right, title or
interest in or to the hereinafter described
property.

PLEASE TAKE NOTICE PURSUANT
TO §21-19-11 of the Mississippi Code of
1972, as annotated and amended, the
City Council of the City of Hattiesburg will
hold a public hearing at 4:00p.m. On April
16, 2018 in the Council room of the City
Hall, Hattiesburg, MS to determine
whether or not the hereinafter-described
property is in such a state of uncleani-
ness to be a menace to the public health
and safety of the community. You have a
right to file an answer and to appear at
said hearing in person or otherwise and
to offer your defense, if any. If, at such

hearing, the City Council shall adjudicate
the property in its then condition to be a
menace to the health and safety of the
community, the City of Hattiesburg shall,
if the owner will not do so himself, pro-
ceed to have the land cleared pursuant
to the aforesaid statute. The City of Hat-
tiesburg may then adjudicate the costs
plus penalty of cleaning said property
and the costs may become assessment
against the property, which shall be a lien
against said property all as provided by
statute, to wit:

PARCEL: 2-038A-15-161, 701 Eu-
Fala Ave. HATTIESBURG, MS 39401
and better described as Lot Eight (8) in
Block Three (3) of the H. I. Ferguson
Subdivision of Block Ten (10) of the
James E. Arledge Survey or Addition to
the City of Hattiesburg, Mississippi as
per map or plat thereof on file in the Of-
fice of the Chancery Clerk of Forrest
County, Mississippi; together with all im-
provements and appurtenances there
unto belonging.

Published in The Hattiesburg Post
on March 29, 2018.

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned, Brittany Purvis,
Legal Advertising Clerk, for The LAMAR TIMES, The PETAL NEWS,
and The HATTIESBURG POST weekly newspapers published in
Lamar County and Forrest County, Mississippi respectively, who,
being duly sworn, says that the notice, a true copy of which is
hereto annexed, appeared in the issues of said newspapers as fol-
lows:

Total # of Words: 272 Published 1 times

Date 1st Published: 03.29.18 Amt: 32.64

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 32.64

Proof of Publication Fee: 3.00

TOTAL: 35.64

(signed) [Signature]
The LAMAR TIMES • The PETAL NEWS • The HATTIESBURG POST

Sworn to and subscribed before me in my Presence, this 29th
day of April, 2018, a Notary Public in
and for the County of Lamar, State of Mississippi.

(signed) [Signature]



FOR OFFICE USE ONLY:

- ☐ Em P: 03.23.18
- ☐ App: 03.23.18
- ☐ File Title: _____
- ☐ Invoice #: 81498
- ☐ Inv. Crt/Mld: 03.30.18
- ☐ Pymt Rec.d: _____
- ☐ POP sent: 03.30.18

NOTICE OF HEARING

BEFORE THE CITY COUNCIL OF
THE CITY OF HATTIESBURG, MISSIS-
SIPPI TO CLEAR ALL CODE VIOLA-
TIONS

TO: Paul and Alison William, 300 S
21st Ave. HATTIESBURG, MS 39401
and all unknown persons claiming any
right, title or interest in or to the here-
inafter described property.

PLEASE TAKE NOTICE PURSUANT
TO §21-19-11 of the Mississippi Code of
1972, as annotated and amended, the
City Council of the City of Hattiesburg will
hold a public hearing at 4:00p.m. On April
16, 2018 in the Council room of the City
Hall, Hattiesburg, MS to determine
whether or not the hereinafter-described
property is in such a state of uncleanli-
ness to be a menace to the public health
and safety of the community. You have a
right to file an answer and to appear at
said hearing in person or otherwise and
to offer your defense, if any. If, at such
hearing, the City Council shall adjudicate
the property in its then condition to be a
menace to the health and safety of the
community, the City of Hattiesburg shall,
if the owner will not do so himself, pro-
ceed to have the land cleared pursuant
to the aforesaid statute. The City of Hat-
tiesburg may then adjudicate the costs
plus penalty of cleaning said property
and the costs may become assessment
against the property, which shall be a lien
against said property all as provided by
statute, to wit:

PARCEL: 2-028P-08-087, Corner of
Camp and S 20th Ave. HATTIESBURG,
MS 39401 and better described as Lot 1-
7, Block 4 Hattiesburg Heights 3rd Sur-
vey, and Forrest County, MS.

Published in The Hattiesburg Post
on March 29, 2018.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned, Brittany Purvis,
Legal Advertising Clerk, for The LAMAR TIMES, The PETAL NEWS,
and The HATTIESBURG POST weekly newspapers published in
Lamar County and Forrest County, Mississippi respectively, who,
being duly sworn, says that the notice, a true copy of which is
hereto annexed, appeared in the issues of said newspapers as fol-
lows:

(signed) _____
The LAMAR TIMES • The PETAL NEWS • The HATTIESBURG POST

Sworn to and subscribed before me in my Presence, this
day of March, 2018, a Notary Public in
and for the County of Lamar, State of Mississippi.

(signed) _____

Published in The Hattiesburg Post
on March 29, 2018.

☐ Em P: 03.23.18

☐ App: 03.23.18

☐ File Title _____

☐ Invoice #: 81498

☐ Inv. Crt/Mld: 03.30.18

☐ Pyrnt Rec.d: _____

☐ POP sent: 03.30.18

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned, Brittany Purvis,
Legal Advertising Clerk, for The LAMAR TIMES, The PETAL NEWS,
and The HATTIESBURG POST weekly newspapers published in
Lamar County and Forrest County, Mississippi respectively, who,
being duly sworn, says that the notice, a true copy of which is
hereto annexed, appeared in the issues of said newspapers as fol-
lows:

Total # of Words: 362 Published 1 times

Date 1st Published: 03.29.18 Amt: 43.44

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 43.44

Proof of Publication Fee: 3.00

TOTAL: 46.44

(signed) [Signature]
The LAMAR TIMES • The PETAL NEWS • The HATTIESBURG POST

Sworn to and subscribed before me in my Presence, this
day of March 2018, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) [Signature]

NOTICE OF HEARING

BEFORE THE CITY COUNCIL OF
THE CITY OF HATTIESBURG, MISSIS-
SIPPI TO CONDEMN DILAPIDATED
BUILDING (S) AND/OR TO CLEAR ALL
CODE VIOLATIONS

TO: Phillip Landrum 213, W. 7th St.
HATTIESBURG, MS 39401; Dennett
Hills INC., address unknown; Merritt
INC., address unknown and all unknown
persons claiming any right, title or inter-
est in or to the hereinafter described
property.

PLEASE TAKE NOTICE PURSUANT
TO §21-19-11 of the Mississippi Code of
1972, as annotated and amended, the
City Council of the City of Hattiesburg will
hold a public hearing at 4:00p.m. On April
16, 2018 in the Council room of the City
Hall, Hattiesburg, MS to determine
whether or not the hereinafter-described
property is in such a state of uncleanli-
ness to be a menace to the public health
and safety of the community. You have a
right to file an answer and to appear at
said hearing in person or otherwise and
to offer your defense, if any. If, at such
hearing, the City Council shall adjudicate
the property in its then condition to be a
menace to the health and safety of the
community, the City of Hattiesburg shall,
if the owner will not do so himself, pro-
ceed to have the land cleared pursuant
to the aforesaid statute. The City of Hat-
tiesburg may then adjudicate the costs
plus penalty of cleaning said property
and the costs may become assessment
against the property, which shall be a lien
against said property all as provided by
statute, to wit:

PARCEL: 2-029F-04-111, 213 W. 7th
ST. HATTIESBURG, MS 39401 Part of
Lot 3 in Block 1 of the Love and St. John
Subdivision of Lot 7 Block 171 of the Crit-
tenden Survey of the City of Hattiesburg,
and described as follows, to-wit:

Begin at the West corner of the inter-
section of Phillips Street with West 7th
Street and run 100 feet West along 7th
Street to a Point of Beginning; thence run
at right angles South 187.5 feet parallel
to Phillips Street, thence run West 57
feet, thence North 187.5 feet; thence run
57 feet East along West 7th Street to the
Point of Beginning.

Published in The Hattiesburg Post
on March 29, 2018.

FOR OFFICE USE ONLY:

- ☐ Em P: 03.23.18
- ☐ App: 03.23.18
- ☐ File Title: _____
- ☐ Invoice #: 81498
- ☐ Inv. Crt/Mld: 03.30.18
- ☐ Pymt Rec.d: _____
- ☐ POP sent: 03.30.18

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned, Brittany Purvis,
Legal Advertising Clerk, for The LAMAR TIMES, The PETAL NEWS,
and The HATTIESBURG POST weekly newspapers published in
Lamar County and Forrest County, Mississippi respectively, who,
being duly sworn, says that the notice, a true copy of which is
hereto annexed, appeared in the issues of said newspapers as fol-
lows:

Total # of Words: 298 Published 1 times

Date 1st Published: 03.29.18 Amt: 35.76

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

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Subtotal Printer's Fee: 35.76

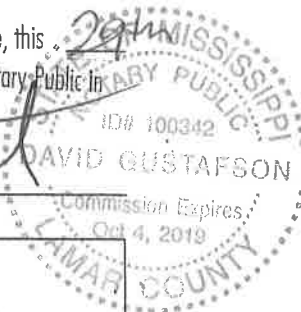
Proof of Publication Fee: 3.00

TOTAL: 38.76

(signed) [Signature]
The LAMAR TIMES • The PETAL NEWS • The HATTIESBURG POST

Sworn to and subscribed before me in my Presence, this 29th day of March, 2018, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) [Signature]



FOR OFFICE USE ONLY:

- ☐ Em P: 03.23.18
- ☐ App: 03.23.18
- ☐ File Title: _____
- ☐ Invoice #: 81498
- ☐ Inv. Crt/Mld: 03.30.18
- ☐ Pymt Rec.d: _____
- ☐ POP sent: 03.30.18

NOTICE OF HEARING

BEFORE THE CITY COUNCIL OF
THE CITY OF HATTIESBURG, MISSIS-
SIPPI TO CONDEMN DILAPIDATED
BUILDING (S) AND/OR TO CLEAR ALL
CODE VIOLATIONS

TO: Ed Marsh and Lois Marsh 1305
Rebecca Ave. HATTIESBURG, MS
39401 and all unknown persons claiming
any right, title or interest in or to the here-
inafter described property.

PLEASE TAKE NOTICE PURSUANT
TO §21-19-11 of the Mississippi Code of
1972, as annotated and amended, the
City Council of the City of Hattiesburg will
hold a public hearing at 4:00p.m. On April
16, 2018 in the Council room of the City
Hall, Hattiesburg, MS to determine
whether or not the hereinafter-described
property is in such a state of uncleanli-
ness to be a menace to the public health
and safety of the community. You have a
right to file an answer and to appear at
said hearing in person or otherwise and
to offer your defense, if any. If, at such
hearing, the City Council shall adjudicate
the property in its then condition to be a
menace to the health and safety of the
community, the City of Hattiesburg shall,
if the owner will not do so himself, pro-
ceed to have the land cleared pursuant
to the aforesaid statute. The City of Hat-
tiesburg may then adjudicate the costs
plus penalty of cleaning said property
and the costs may become assessment
against the property, which shall be a lien
against said property all as provided by
statute, to wit:

PARCEL: 2-030M-11-220, 1305 Re-
becca Ave. HATTIESBURG, MS 39401
and better described as Lot Three (3),
Block Fourteen (14), of the OMEGA
SUBDIVISION of the City of Hattiesburg,
Forrest County, Mississippi as per map
or plat thereof on file in the Office of the
Chancery Clerk of Forrest County, Mis-
sissippi.

Published in The Hattiesburg Post
on March 29, 2018.

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned, Brittany Purvis,
Legal Advertising Clerk, for The LAMAR TIMES, The PETAL NEWS,
and The HATTIESBURG POST weekly newspapers published in
Lamar County and Forrest County, Mississippi respectively, who,
being duly sworn, says that the notice, a true copy of which is
hereto annexed, appeared in the issues of said newspapers as fol-
lows:

Total # of Words: 300 Published 1 times

Date 1st Published: 03.29.18 Amt: 36.00

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 36.00

Proof of Publication Fee: 3.00

TOTAL: 39.00

(signed) [Signature]
The LAMAR TIMES • The PETAL NEWS • The HATTIESBURG POST

Sworn to and subscribed before me in my Presence, this
day of March, 2018, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) [Signature]

FOR OFFICE USE ONLY:

- ☐ Em P: 03.23.18
- ☐ App: 03.23.18
- ☐ File Title: _____
- ☐ Invoice #: 81498
- ☐ Inv. Crt/MLd: 03.30.18
- ☐ Pymt Rec.d: _____
- ☐ POP sent: 03.30.18

PUBLIC HEARING

NOTICE is hereby given that a peti-
tion has been filed Jeff Sims and Ashley
Robinson, Owners, to establish the zon-
ing classification for certain properties lo-
cated in the Mandalay Villas at
Greystone subdivision at the intersection

of J. Ed Turner Drive and Topanga Trail
(052B-03-004.046; 31719, 052B-03-
004.047; 31720, 052B-03-004.048;
31721, 052B-03-004.049; 31722, 052B-
03-004.050; 31723, 052B-03-004.051;
31724, 052B-03-004.052; 31725, 052B-
03-004.053; 31726, 052B-03-004.054;
31727, 052B-03-004.055; 31728, 052B-
03-004.056; 31729, 052B-03-004.057;
31730, 052B-03-004.058; 31731, 052B-
03-004.059; 31732, 052B-03-004.060;
31733, 052B-03-004.061; 31734, 052B-
03-004.062; 31735, 052B-03-004.063;
31736, 052B-03-004.064; 31737, 052B-
03-004.066; 31739, 052B-03-004.067;
31740, 052B-03-004.068; 31741, 052B-
03-004.069; 31742, 052B-03-004.070;
31743, 052B-03-004.071; 31744, 052B-
03-004.072; 31745, 052B-03-004.073;
31746, 052B-03-004.074; 31747, 052B-
03-004.076; 31749, 052B-03-004.077;
31750, 052B-03-004.078; 31751, 052B-
03-004.079; 31752, 052B-03-004.080;
31753, 052B-03-004.082; 31755, 052B-
03-004.083; 31756, 052B-03-004.084;
31757, 052B-03-004.085; 31758, 052B-
03-004.086; 31759, 052B-03-004.087;
31760, 052B-03-004.088; 31761, 052B-
03-004.089; 31762, 052B-03-004.090;
31763, 052B-03-004.091; 31764, 052B-
03-004.092; 31765, 052B-03-004.093;
31766, 052B-03-004.094; 31767, 052B-
03-004.095; 31768, 052B-03-004.096;
31769, 052B-03-004.097; 31770, 052B-
03-004.075; 31748, 052B-03-004.065;
31738 Ward 1) as Section 4.5.4, R-1B
(Single-Family Residential) District.

After hearing, the Hattiesburg Plan-
ning Commission recommended that the
petition be Denied, and Jeff Sims and
Ashley Robinson, being aggrieved with
the recommendation, filed a request for
hearing before the Mayor and City Coun-
cil of the City of Hattiesburg, as provided
by law.

NOW, THEREFORE, NOTICE IS
GIVEN that a public hearing in relation to
the petition as hereinabove set forth will
be held at 4:00 p.m., Monday, April 16,
2018, in the City Hall Building, Second
Floor, City Council Room, 200 Forrest
Street, Hattiesburg, Mississippi, at which
time and at which said hearing all parties
of interest and citizens shall have an op-
portunity to be heard.

WITNESS my signature and the offi-
cial seal of said City on this, the 23rd day
of March, 2018.

CITY OF HATTIESBURG, MISSIS-
SIPPI

BY: (S) Kermas Eaton
CITY CLERK
(SEAL)

Published in The Hattiesburg Post
on March 29th, 2018.

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned, Brittany Purvis,
Legal Advertising Clerk, for The LAMAR TIMES, The PETAL NEWS,
and The HATTIESBURG POST weekly newspapers published in
Lamar County and Forrest County, Mississippi respectively, who,
being duly sworn, says that the notice, a true copy of which is
hereto annexed, appeared in the issues of said newspapers as fol-
lows:

Total # of Words: 780 Published 1 times

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Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 93.60

Proof of Publication Fee: 3.00

TOTAL: 96.60

(signed) [Signature]
The LAMAR TIMES • The PETAL NEWS • The HATTIESBURG POST

Sworn to and subscribed before me in my Presence, this 22nd
day of March, 2018, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) [Signature]

FOR OFFICE USE ONLY:

- ☐ Em P: 03.19.18
- ☐ App: 03.19.18
- ☐ File Title: _____
- ☐ Invoice #: 81447
- ☐ Inv. Crt/Mld: 03.22.18
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Clint Walker, Applicant, as required in the Land Development Code, Ord. No. 3209, to request a permit for a replacement "Digital Billboard" as provided in Section 10.13.6 and all applicable regulations for a certain property located at 6192 US Hwy 98 (Parcel 052R-10-015.000, PPIN 20599, Ward 3). Said property being more particularly described as follows, to-wit:

Commence at a 4"x4" concrete monument at the SW corner of the SW 1/4 of the SE 1/4 of Section 10, Township 4 North, Range 14 West, Lamar County, Mississippi and run North 00 Degrees 03 minutes 33 seconds West for 255.79 feet to a 4"x4" concrete monument, thence run North 00 degrees 05 minutes 52 seconds West for 376.71 feet, thence run North 89 degrees 02 minutes 48 seconds East for 40 feet to a P.K. Nail in a brick column, thence run North 00 degrees 05 minutes 58 seconds West for 130 feet to a 3/4" iron pipe and the South Right-of-Way line of Highway 98 thence run North 80 degrees 15 minutes 9 seconds East along said Right-of-Way line of 120 feet to a 1/2" rebar; thence run South 06 degrees 45 minutes and 52 seconds East

for 140 feet to a 1/2" rebar, thence run South 85 degrees 12 minutes 09 seconds West for 135 feet back to the point of beginning, said parcel of land is part of the SW 1/4 of the SE 1/4 of Section 10, Township 4 North, Range 14 West, Lamar County, Mississippi and contains 0.393 acres M/L.

And also the following described property:

A part of the SW 1/4 of the SE 1/4 of Section 10, Township 4 North, Range 14 West, Lamar County, Mississippi, more particularly described as follows: commence at a found concrete monument at the SE Corner of the SW 1/4 of the SE 1/4 of Section 10, Township 4 North, Range 14 West, Lamar County, Mississippi and run North 00 degrees 01 minute 52 seconds West for 255.60 feet, thence run North 376.71 feet, thence run North 00 degrees 05 minutes 58 seconds West for 146.72 feet to the point of beginning, thence continue North 00 degrees 05 minutes 58 seconds West for 30 feet, thence run North 85 degrees 12 minutes 09 seconds East for 135 feet thence South 06 degrees 36 minutes 29 seconds West for 139.81 feet back to the point of beginning the above described property lies entirely within and is a part of the SW 1/4 of the SE 1/4 of Section 10, Township 4 North, Range 14 West, Lamar County, Mississippi and contains 0.12 acres, more or less, together with all improvements thereunto and appurtenances thereunto belonging.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, April 4, 2018 in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 16th day of March, 2018.

CITY OF HATTIESBURG, MISSISSIPPI

BY: (S) Kermas Eaton
CITY CLERK
(SEAL)

Published in The Hattiesburg Post
on March 22, 2018.

Hattiesburg Publishing, Inc.

703 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned, Brittany Purvis,
Legal Advertising Clerk, for The LAMAR TIMES, The PETAL NEWS,
and The HATTIESBURG POST weekly newspapers published in
Lamar County and Forrest County, Mississippi respectively, who,
being duly sworn, says that the notice, a true copy of which is
hereto annexed, appeared in the issues of said newspapers as fol-
lows:

Total # of Words: 259 Published 2 times

Date 1st Published: 3.15.18 Amt: 31.08

Date 2nd Published: 3.22.18 Amt: 25.90

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 56.90

Proof of Publication Fee: 3.00

TOTAL: 59.90

(signed)

The LAMAR TIMES • The PETAL NEWS • The HATTIESBURG POST

Sworn to and subscribed before me in my Presence, this 22nd
day of March, 2018, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed)

FOR OFFICE USE ONLY:

☐ Em P: 03.09.18

☐ App: 03.12.18

☐ File Title: _____

☐ Invoice #: 81442

☐ Inv. Cr/Mld: 03.22.18

☐ Pymt Rec.d: _____

☐ POP sent: _____

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 a.m., Thursday, April 5, 2018, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following supplies, to-wit:

Farebox Management System Request For Proposals

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi, 39403, (601) 545-4552, which may be obtained upon request.

SEALED BIDS:

Sealed bids must be received in a sealed envelope which is marked in the lower left-hand corner with the word BID and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

ELECTRONIC BIDS / REVERSE AUCTIONS:

Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids and /or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 6th day of March, 2018.

CITY OF HATTIESBURG, MISSISSIPPI

(S) CITY CLERK

(SEAL)

Published in The Hattiesburg Post on March 15th and March 22th, 2018.

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned, Brittany Purvis,
Legal Advertising Clerk, for The LAMAR TIMES, The PETAL NEWS,
and The HATTIESBURG POST weekly newspapers published in
Lamar County and Forrest County, Mississippi respectively, who,
being duly sworn, says that the notice, a true copy of which is
hereto annexed, appeared in the issues of said newspapers as fol-
lows:

Total # of Words: 262 Published 2 times

Date 1st Published: 02.22.18 Amt: 31.44

Date 2nd Published: 03.01.18 Amt: 26.20

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 57.64

Proof of Publication Fee: 3.00

TOTAL: 60.64

(signed) _____
The LAMAR TIMES • The PETAL NEWS • The HATTIESBURG POST

Sworn to and subscribed before me in my Presence, this 1st
day of March, 2018, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) _____
DAVID GUSTAFSON
Commission Expires Oct 4, 2019

FOR OFFICE USE ONLY:

- ☐ Em P: 02.21.18
- ☐ App: 02.21.18
- ☐ File Title: _____
- ☐ Invoice #: 81300
- ☐ Inv. Cr/Mld: 03.01.18
- ☐ Pymt Rec.d: _____
- ☐ POP sent: 03.06.18

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, March 15, 2018, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following supplies, to-wit:

ITEM #2: REPAIR AND REHABILITATION OF CITY STREETS

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi, 39403, (601) 545-4552, which may be obtained upon request.

SEALED BIDS:

Sealed bids must be received in a sealed envelope which is marked in the lower left-hand corner with the word BID and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

ELECTRONIC BIDS / REVERSE AUCTIONS:

Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids and /or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 20th day of February, 2018.
CITY OF HATTIESBURG, MISSISSIPPI

(S) CITY CLERK
(SEAL)

Published in The Hattiesburg Post
February 22nd and March 1st, 2018.

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned, Brittany Purvis,
Legal Advertising Clerk, for The LAMAR TIMES, The PETAL NEWS,
and The HATTIESBURG POST weekly newspapers published in
Lamar County and Forrest County, Mississippi respectively, who,
being duly sworn, says that the notice, a true copy of which is
hereto annexed, appeared in the issues of said newspapers as fol-
lows:

Total # of Words: 263 Published 2 times

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Date 2nd Published: 03.01.18 Amt: 26.30

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 57.86

Proof of Publication Fee: 3.00

TOTAL: 60.86

(signed) [Signature]
The LAMAR TIMES • The PETAL NEWS • The HATTIESBURG POST

Sworn to and subscribed before me in my Presence, this 15th
day of March, 2018, a Notary Public in
and for the County of Lamar, State of Mississippi

(signed) [Signature]

FOR OFFICE USE ONLY:

- ☐ Em P: 02.21.18
- ☐ App: 02.21.18
- ☐ File Title: _____
- ☐ Invoice #: 81300
- ☐ Inv. Crt/Mld: 03.01.18
- ☐ Pymt Rec.d: _____
- ☐ POP sent: 03.06.18

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, March 15, 2018, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following supplies, to-wit:

ITEM #2A: PAVING ALTERNATIVES FOR THE CITY OF HATTIESBURG

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi.

39403, (601) 545-4552, which may be obtained upon request.

SEALED BIDS:

Sealed bids must be received in a sealed envelope which is marked in the lower left-hand corner with the word BID and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

ELECTRONIC BIDS / REVERSE AUCTIONS:

Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids and /or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 20th day of February, 2018.

CITY OF HATTIESBURG, MISSISSIPPI
(S) CITY CLERK
(SEAL)

Published in The Hattiesburg Post
February 22nd and March 1st, 2018.

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

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Personally appeared before me, the undersigned, Brittany Purvis,
Legal Advertising Clerk, for The LAMAR TIMES, The PETAL NEWS,
and The HATTIESBURG POST weekly newspapers published in
Lamar County and Forrest County, Mississippi respectively, who,
being duly sworn, says that the notice, a true copy of which is
hereto annexed, appeared in the issues of said newspapers as fol-
lows:

Total # of Words: 265 Published 2 times

Date 1st Published: 02.22.18 Amt: 31.80

Date 2nd Published: 03.01.18 Amt: 26.50

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 58.30

Proof of Publication Fee: 3.00

TOTAL: 61.30

(signed) [Signature]
The LAMAR TIMES • The PETAL NEWS • The HATTIESBURG POST

Sworn to and subscribed before me in my Presence, this 1st
day of March, 2018, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) [Signature]
NOTARY PUBLIC
DAVID GUSTAFSON
Commission Expires
Oct 4, 2019
LAMAR COUNTY

FOR OFFICE USE ONLY:

- ☐ Em P: 02.21.18
- ☐ App: 02-21-18
- ☐ File Title: _____
- ☐ Invoice #: 81300
- ☐ Inv. Crt/Mld: 03.01.18
- ☐ Pymt Rec.d: _____
- ☐ POP sent: 03.06.18

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, March 15, 2018, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following supplies, to-wit:

ITEM #13: SODIUM FLUORASILICATE AND SODIUM FLUORIDE FOR THE HATTIESBURG WATER DEPARTMENT

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi, 39403, (601) 545-4552, which may be obtained upon request.

SEALED BIDS:

Sealed bids must be received in a sealed envelope which is marked in the lower left-hand corner with the word BID and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

ELECTRONIC BIDS / REVERSE AUCTIONS:

Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids and /or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 20th day of February, 2018.

CITY OF HATTIESBURG, MISSISSIPPI
CITY CLERK
(SEAL)

Published in The Hattiesburg Post
February 22nd and March 1st, 2018.

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned, Brittany Purvis,
Legal Advertising Clerk, for The LAMAR TIMES, The PETAL NEWS,
and The HATTIESBURG POST weekly newspapers published in
Lamar County and Forrest County, Mississippi respectively, who,
being duly sworn, says that the notice, a true copy of which is
hereto annexed, appeared in the issues of said newspapers as fol-
lows:

Total # of Words: 268 Published _____ times
Date 1st Published: 02-22-18 Amt: 32.16
Date 2nd Published: 03-01-18 Amt: 26.80
Date 3rd Published: _____ Amt: _____
Date 4th Published: _____ Amt: _____
Date 5th Published: _____ Amt: _____
Subtotal Printer's Fee: 58.96
Proof of Publication Fee: 3.00
TOTAL: 61.96

(signed) [Signature]
The LAMAR TIMES • The PETAL NEWS • The HATTIESBURG POST

Sworn to and subscribed before me in my Presence, this 1st
day of March, 2018, a Notary Public in
and for the County of Lamar, State of Mississippi.

(signed) [Signature]
Notary Public
Commission Expires Oct 4, 2019
DAVID GUSTAFSON
LAMAR COUNTY

FOR OFFICE USE ONLY:

- ☐ Em P: 02-21-18
- ☐ App: 02-21-18
- ☐ File Title _____
- ☐ Invoice #: 81300
- ☐ Inv. Cr/Mld: 03-01-18
- ☐ Pymt Rec.d: _____
- ☐ POP sent: 03-06-18

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, March 15, 2018, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following supplies, to-wit:

ITEM #28: REPLACEMENT PARTS FOR AERATORS AT THE LAGOONS FOR THE HATTIESBURG WATER DE-

PARTMENT

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi, 39403, (601) 545-4552, which may be obtained upon request.

SEALED BIDS:

Sealed bids must be received in a sealed envelope which is marked in the lower left-hand corner with the word BID and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

ELECTRONIC BIDS / REVERSE AUCTIONS:

Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 20th day of February, 2018.

CITY OF HATTIESBURG, MISSISSIPPI
(S) CITY CLERK
(SEAL)

Published in The Hattiesburg Post
February 22nd and March 1st, 2018.

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned, Brittany Purvis,
Legal Advertising Clerk, for The LAMAR TIMES, The PETAL NEWS,
and The HATTIESBURG POST weekly newspapers published in
Lamar County and Forrest County, Mississippi respectively, who,
being duly sworn, says that the notice, a true copy of which is
hereto annexed, appeared in the issues of said newspapers as fol-
lows:

Total # of Words: 272 Published 2 times

Date 1st Published: 02.22.18 Amt: 32.64

Date 2nd Published: 03.01.18 Amt: 27.20

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 59.84

Proof of Publication Fee: 3.00

TOTAL: 62.84

(signed) _____

The LAMAR TIMES • The PETAL NEWS • The HATTIESBURG POST

Sworn to and subscribed before me in my Presence, this 1st

day of March, 2018, a Notary Public in
and for the County of Lamar, State of Mississippi.

(signed) _____

FOR OFFICE USE ONLY:

- ☐ Em P: 02.21.18
- ☐ App: 02.21.18
- ☐ File Title: _____
- ☐ Invoice #: 81300
- ☐ Inv. Crt/Mld: 03.01.18
- ☐ Pyrm Rec.d: _____
- ☐ POP sent: 03.06.18

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, March 15, 2018, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following supplies, to-wit:

ITEM #11: CHLORINE GAS IN 150 LB AND ONE TON CONTAINERS FOR THE CITY OF HATTIESBURG WATER DEPARTMENT

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi, 39403, (601) 545-4552, which may be obtained upon request.

SEALED BIDS:

Sealed bids must be received in a sealed envelope which is marked in the lower left-hand corner with the word BID and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

ELECTRONIC BIDS / REVERSE AUCTIONS:

Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids and /or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 20th day of February, 2018.

CITY OF HATTIESBURG, MISSISSIPPI
(S) CITY CLERK
(SEAL)

Published in The Hattiesburg Post
February 22nd and March 1st, 2018.

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned, Brittany Purvis,
Legal Advertising Clerk, for The LAMAR TIMES, The PETAL NEWS,
and The HATTIESBURG POST weekly newspapers published in
Lamar County and Forrest County, Mississippi respectively, who,
being duly sworn, says that the notice, a true copy of which is
hereto annexed, appeared in the issues of said newspapers as fol-
lows:

Total # of Words: 280 Published 2 times

Date 1st Published: 02.22.18 Amt: 33.60

Date 2nd Published: 03.01.18 Amt: 28.00

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: _____

Proof of Publication Fee: 3.00

TOTAL: 64.60

(signed) [Signature]
The LAMAR TIMES • The PETAL NEWS • The HATTIESBURG POST

Sworn to and subscribed before me in my Presence, this March day of 2018, a Notary Public in
and for the County of Lamar, State of Mississippi

(signed) [Signature]

FOR OFFICE USE ONLY:

- ☐ Em P: 02.21.18
- ☐ App: 02.21.18
- ☐ File Title: _____
- ☐ Invoice #: 81300
- ☐ Inv. Crt/Mld: 03.01.18
- ☐ Pyrnt Rec.d: _____
- ☐ POP sent: 03.06.18

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, March 15, 2018, in the City Clerk's Office in the City

Hall of said City for furnishing the City's requirements for the following supplies, to-wit:

ITEM #20: FURNISH LABOR, EQUIPMENT AND MATERIAL FOR REPAIR, REPLACEMENT OR INSTALLATION OF DUCTILE IRON OR PVC WATER LINES AND FITTINGS FOR THE HATTIESBURG WATER DEPARTMENT

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi, 39403, (601) 545-4552, which may be obtained upon request.

SEALED BIDS:

Sealed bids must be received in a sealed envelope which is marked in the lower left-hand corner with the word BID and the NAME OF ITEM or _____ bid is being made and the DATE _____ OPENING.

ELECTRONIC BIDS / REVERSE AUCTIONS:

Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids and for reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 20th day of February, 2018.

CITY OF HATTIESBURG, MISSISSIPPI
(S) CITY CLERK
(SEAL)

Published in The Hattiesburg Post
February 22nd and March 1st, 2018.

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned, Brittany Purvis,
Legal Advertising Clerk, for The LAMAR TIMES, The PETAL NEWS,
and The HATTIESBURG POST weekly newspapers published in
Lamar County and Forrest County, Mississippi respectively, who,
being duly sworn, says that the notice, a true copy of which is
hereto annexed, appeared in the issues of said newspapers as fol-
lows:

Total # of Words: 265 Published 2 times

Date 1st Published: 02.22.18 Amt: 31.80

Date 2nd Published: 03.01.18 Amt: 26.50

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 58.30

Proof of Publication Fee: 3.00

TOTAL: 61.30

(signed) [Signature]
The LAMAR TIMES • The PETAL NEWS • The HATTIESBURG POST

Sworn to and subscribed before me in my Presence, this 1st
day of March, 2018, a Notary Public in
and for the County of Lamar, State of Mississippi:
(signed) [Signature]



FOR OFFICE USE ONLY:

- ☐ Em P: 02.21.18
- ☐ App: 02.21.18
- ☐ File Title: _____
- ☐ Invoice #: 81300
- ☐ Inv. Crt/Mld: 03.01.18
- ☐ Pyrnt Rec.d: _____
- ☐ POP sent: 03.06.18

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, March 15, 2018, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following supplies, to-wit:

ITEM #26: SANITARY SEWER LINE AND STORM SEWER REPAIR OR REPLACEMENT

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi, 39403; (601) 545-4552, which may be obtained upon request.

SEALED BIDS:

Sealed bids must be received in a sealed envelope which is marked in the lower left-hand corner with the word BID and the NAME OF ITEM on which bid is made and the DATE OF BIDDING.

ELECTRONIC BIDS / REVERSE AUCTIONS:

Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 20th day of February, 2018.

CITY OF HATTIESBURG, MISSISSIPPI

(S) CITY CLERK
(SEAL)

Published in The Hattiesburg Post
February 22nd and March 1st, 2018.

**AFFIDAVIT OF PUBLICATION
THE CLARION-LEDGER**

TO: THE CITY OF HATTIESBURG
200 FORREST ST
HATTIESBURG, MS 39401
Acct# TCL-C19347

Ad Number: 0002783442

**THE STATE OF MISSISSIPPI
HINDS COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Alicia Collins, an authorized clerk of The Clarion-Ledger, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

Was published in said newspaper in the issue(s) of:

03/15/18, 03/22/18

Size: 213 words / 2 col. x 35 lines

Published: 2 time(s)

Now due on said account is \$103.80

Signed Alicia Collins
Authorized Clerk of The Clarion-Ledger

SWORN to and subscribed before me on 03/22/2018.

Frances L. Mack
Notary Public
Frances Mack

Notary Public State of Mississippi at Large.

(SEAL)



NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 a.m., Thursday, April 5, 2018, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following supplies, to-wit:

Farebox Management System Request For Proposals

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi, 39403, (601) 545-4552, which may be obtained upon request.

SEALED BIDS:

Sealed bids must be received in a sealed envelope which is marked in the lower left-hand corner with the word BID and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

ELECTRONIC BIDS / REVERSE AUCTIONS:

Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids and /or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 6th day of March, 2018.

CITY OF HATTIESBURG, MISSISSIPPI
CITY CLERK

(SEAL)
3/15/18 3/22/18

0002783442-01



City of Hattiesburg, MS

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

Master

File Number: 2018-427

File ID: 2018-427

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 04/30/2018

Brief Title: Acknowledge receipt of executed Warranty Deed from Stan Black for a portion of Lamar County Tax Parcel No. 051D-02-001.003 PPIN 35075 for the J. Ed Turner Drive Multi-Use Path Corridor Project.

Final Action:

Minute Book Number: MB2018-120

Title:

Acknowledge receipt of executed Warranty Deed from Stan Black for a portion of Lamar County Tax Parcel No. 051D-02-001.003 PPIN 35075 for the J. Ed Turner Drive Multi-Use Path Corridor Project.

Notes:

Agenda Date: 05/08/2018

Indexes:

Agenda Number: VII.-3

Sponsors:

Enactment Date:

Attachments: Stan Black - PPIN 35075 - Signed Warranty Deed

Enactment Number:

Contact:

Meeting Date: 05/08/2018

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	05/08/2018					

Text of Legislative File 2018-427

Title

Acknowledge receipt of executed Warranty Deed from Stan Black for a portion of Lamar County Tax Parcel No. 051D-02-001.003 PPIN 35075 for the J. Ed Turner Drive Multi-Use Path Corridor Project.

Summary

Acknowledge receipt of executed Warranty Deed from Stan Black for a portion of Lamar County Tax Parcel No. 051D-02-001.003 PPIN 35075 for the J. Ed Turner Drive Multi-Use Path

Corridor Project.

.

Prepared by and Return to:

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

Grantee Address:

City of Hattiesburg
Dept. of Engineering
P. O. Box 1898
Hattiesburg, MS 39403-1898
Phone: (601) 545-4540
Account No.

Grantor Address:

Stan Black
P.O. Box 1936
Madison, MS 39130
Phone: (601) 853-4242

WARRANTY DEED

**STATE OF MISSISSIPPI
COUNTY OF LAMAR**

INDEXING INSTRUCTIONS:

NE ¼ of the NW ¼ and in the NW ¼ of the NW ¼ of Section 2, Township 4 North, Range 14 West, Lamar County, Mississippi

FOR AND IN CONSIDERATION of Twenty Three Thousand Five Hundred and 00/100 Dollars (\$23,500.00) the receipt and sufficiency of which is hereby irrevocably acknowledged, I, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation, all of my right, title and interest in and to the following described land:

Initial SB

**Project Parcel No. PPIN 35075
County Tax Parcel No. 051D-02-001-003**

Project No. Sidewalk-J Ed Turner Drive

A part of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 2, Township 4 North Range 14 West, in the City of Hattiesburg, County of Lamar, State of Mississippi, and being more particularly described as Commencing at a Concrete Monument representing the Northeast Corner of said Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, thence run N89°46'13"W along the North Line of said Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ for 1,262.56 feet to a $\frac{1}{2}$ Inch Rebar representing the Northeast Corner of a Parcel of Property described in Land Deed Book 22F, Page 484 as per Record thereof on file in the Office of the Chancery Clerk of said Lamar County and the Point of Beginning; thence run S00°19'27"W for 1,353.51 feet to a $\frac{1}{2}$ Inch Rebar representing a Point on the Northern Right of Way Line of the Longleaf Trace, a paved public recreational trail, and the Southeast Corner of said Parcel of Property, thence run N75°52'39"W along said Northern Right of Way Line for 66.22 feet to a $\frac{1}{2}$ Inch Rebar representing its Intersection with the West Line of said Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, thence run N00°36'38"E along said West Line for 1,337.61 feet to a $\frac{1}{2}$ Inch Rebar representing the Northwest Corner of said Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, thence run S89°48'26"E along said North Line of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ for 57.62 feet to the Point of Beginning, comprising 1.88 Acres (82,056 Square Feet), more or less.

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

This conveyance and the warranty thereof is subject to that certain Valve Site Agreement with Dixie Pipeline Company dated March 22, 1993, and recorded in Book 10N at Page 123.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the Grantor herein, his heirs, assigns, or legal representatives, for or on account of the construction of the proposed project, change of grade, water damage, and/or any other damage, right or claim whatsoever. The Grantor has been fully informed of his right to receive just compensation. The Grantor further hereby waives the formal appraisal of the property being conveyed herein.

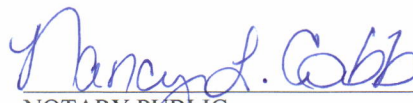
It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind.

WITNESS THE SIGNATURE of the Grantor on this, the 27th day of MARCH, A.D., 2018.


Stan Black

STATE OF MISSISSIPPI
COUNTY MADISON

27th PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this day of MARCH, 2018, within my jurisdiction, the within named **Stan Black**, who acknowledged that he executed the above and foregoing instrument.


NOTARY PUBLIC

My Commission Expires: August 21, 2020

Initial SB

Project Parcel No. PPIN 35075
County Tax Parcel No. 051D-02-001-003

Project No. Sidewalk-J Ed Turner Drive





City of Hattiesburg, MS

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

Master

File Number: 2018-426

File ID: 2018-426

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 04/30/2018

Brief Title: Acknowledge receipt of a Permanent Utility Easement from Jeanette H. Salter for a portion of Forrest County Tax Parcel No. 2-038D-16-100.00 PPIN 14107; Authorize City Clerk to record with Forrest County.

Final Action:

Minute Book Number: MB2018-120

Title:

Acknowledge receipt of a Permanent Utility Easement from Jeanette H. Salter for a portion of Forrest County Tax Parcel No. 2-038D-16-100.00 PPIN 14107; Authorize City Clerk to record with Forrest County.

Notes:

Agenda Date: 05/08/2018

Indexes:

Agenda Number: VII.-4

Sponsors:

Enactment Date:

Attachments: Utility Easement - Salter

Enactment Number:

Contact:

Meeting Date: 05/08/2018

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	05/08/2018					

Text of Legislative File 2018-426

Title

Acknowledge receipt of a Permanent Utility Easement from Jeanette H. Salter for a portion of Forrest County Tax Parcel No. 2-038D-16-100.00 PPIN 14107; Authorize City Clerk to record with Forrest County.

Summary

Acknowledge receipt of a Permanent Utility Easement from Jeanette H. Salter for a portion of Forrest County Tax Parcel No. 2-038D-16-100.00 PPIN 14107; Authorize City Clerk to record

with Forrest County.

Grantee, prepared by and return to:	Grantor Address:
City of Hattiesburg	Jeanette H. Salter
Department of Engineering	511 Timothy Lane 157 Ollic Williams Rd.
P. O. Box 1898	Hattiesburg, MS 39401 Hattiesburg, Ms 39401
Hattiesburg, MS 39403-1898	
Phone: (601) 545-4540	Phone: (601) 582-0324
Account No.	Business No.: (601)

PERMANENT EASEMENT

INDEXING INSTRUCTIONS:

A part of Lot 9, Block 2
of the E. P. Cassidy Survey
City of Hattiesburg
NW ¼ of NW ¼
Section 16, T-4-N, R-13-W
Forrest County, Mississippi

Forrest County
Tax Parcel No.: 2-038D-16-100.00 PPIN 14107

STATE OF MISSISSIPPI
COUNTY OF FORREST

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, including the benefits to be derived herefrom, the receipt and sufficiency of which is hereby acknowledged, I/we, the undersigned (the "Grantor"), hereby grant, bargain, sell, and convey unto the City of Hattiesburg, Mississippi, a municipal corporation, a **Permanent Easement** over, across and upon a parcel of real property, for maintenance, stabilization and erosion control of a portion of an existing ditch (the "Easement Area") situated and located in the City of Hattiesburg, County of Forrest, State of Mississippi, more particularly and certainly described as follows:

Commence at the Northwestern corner of Lot 9, Block 2 of the E. P. Cassidy Subdivision in the City of Hattiesburg, located in the NW 1/4 of the NW 1/4 of Section 16, T-4-N, R-13-W, Forrest County, MS; and thence run Southwesterly along the Western line of said Lot 9 for 66 feet to and for the Point-of-Beginning, thence continue Southwesterly along the Western line of said Lot 9 for 50 feet to the Southwestern corner of said Lot 9, and thence run Southeasterly along the Southern line of said Lot 9 for 69.73 feet to the Southeastern corner of said Lot 9, Thence run Northeasterly along the Eastern line of said Lot 9 for 50 feet, thence run Northwesterly for 69.73 feet back to the Point-of-Beginning. The above herein described Permanent Easement contains 0.08 acres, more or less.

The Grantee herein is given full rights to do whatever may be reasonably necessary and proper for the enjoyment of the easement granted herein, including the right of ingress and egress and the right to clear said Easement Area of selected vegetation such as shrubs, trees, and other vegetation, change of grade, installation and/or removal of pavements and any other structure named herein or otherwise as may be necessary to maintain a said Easement Area. The Grantee will restore any damage to the Easement Area or Grantors' adjacent property caused by this action or Grantee's use of the Easement Area.

This permanent easement shall run with the land.

It is understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed easement, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument is non-transferable and constitutes the entire agreement between the grantors and the grantee, there being no oral agreements or representations of any kind.

WITNESS OUR SIGNATURE on this the 23 day of April, 2018.

Signature: Jeanette H. Salter

Date: April 23, 2018

Print Name: Jeanette H. Salter



STATE OF MISSISSIPPI

COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this 23 day of April, 2018, within my jurisdiction, the within named jeanette H. Salter, who acknowledged that he executed the above and foregoing instrument. named name: Jeanette H. Varhan

Raven M. Seals (Notary Public)

My commission expires: 06/18/2021

Seal





City of Hattiesburg, MS

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

Master

File Number: 2018-407

File ID: 2018-407

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 04/25/2018

Brief Title: Acknowledge receipt of a permanent easement from Eldridge and Rosetta Johnson in the E.P. Cassidy Subdivision; authorize City Clerk to record said easement.

Final Action:

Minute Book Number: MB2018-120

Title:

Acknowledge receipt of a Permanent Easement from Eldridge and Rosetta Johnson, crossing a part of Lot 10, Block 2 of the E. P. Cassidy Subdivision, further identified as Forrest County Tax Parcel No. 2-038D-16-099.00, for the purpose of maintenance, stabilization and erosion control of an existing ditch; Authorize City Clerk to record easement with Forrest County.

Notes:

Agenda Date: 05/08/2018

Indexes:

Agenda Number: VII.-5

Sponsors:

Enactment Date:

Attachments: 509 Timothy Lane - Johnson

Enactment Number:

Contact:

Meeting Date: 05/08/2018

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	05/08/2018					

Text of Legislative File 2018-407

Title

Acknowledge receipt of a Permanent Easement from Eldridge and Rosetta Johnson, crossing a part of Lot 10, Block 2 of the E. P. Cassidy Subdivision, further identified as Forrest County Tax Parcel No. 2-038D-16-099.00, for the purpose of maintenance, stabilization and erosion control of an existing ditch; Authorize City Clerk to record easement with Forrest County.

Summary

Acknowledge receipt of a permanent easement from Eldridge and Rosetta Johnson in the E.P. Cassidy Subdivision; authorize City Clerk to record said easement.

Grantee, prepared by and return to:	Grantor Address:
City of Hattiesburg	Eldridge and Rosetta Johnson
Department of Engineering	509 Timothy Lane
P. O. Box 1898	Hattiesburg, MS 39401
Hattiesburg, MS 39403-1898	
Phone: (601) 545-4540	Phone: (601)
Account No.	Business No.: (601)

PERMANENT EASEMENT

INDEXING INSTRUCTIONS:

**A part of Lot 10, Block 2
of the E. P. Cassidy Subdivision
City of Hattiesburg
NW ¼ of NW ¼
of Section 16, T-4-N, R-13-W
Forrest County, Mississippi**

Forrest County
Tax Parcel No.: 2-038D-16-099.00 PPIN 4108

THE STATE OF MISSISSIPPI
COUNTY OF FORREST

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, including the benefits to be derived herefrom, the receipt and sufficiency of which is hereby acknowledged, I/we, the undersigned (the "Grantor"), hereby grant, bargain, sell, and convey unto the City of Hattiesburg, Mississippi, a municipal corporation, a **Permanent Easement** over, across and upon a parcel of real property, for maintenance, stabilization and erosion control of a portion of an existing ditch (the "Easement Area") situated and located in the City of Hattiesburg, County of Forrest, State of Mississippi, more particularly and certainly described as follows:

Commence at the Northwestern corner of Lot 10, Block 2 of the E. P. Cassidy Subdivision in the City of Hattiesburg, located in the NW 1/4 of the NW 1/4 of Section 16, T-4-N, R-13-W, Forrest County, MS; and thence run Southwesterly along the Western line of said Lot 10 for 75 feet to and for the Point-of-Beginning, thence continue Southwesterly along the Western line of said Lot 10 for 50 feet to the Southwestern corner of said Lot 10, and thence run Southeasterly along the Southern line of said Lot 10 for 69.73 feet to the Southeastern corner of said Lot 10, Thence run Northeasterly along the Eastern line of said Lot 10 for 50 feet, thence run Northwesterly for 69.73 feet back to the Point-of-Beginning. The above herein described Permanent Easement contains 0.08 acres, more or less.

The Grantee herein is given full rights to do whatever may be reasonably necessary and proper for the enjoyment of the easement granted herein, including the right of ingress and egress and the right to clear said Easement Area of selected vegetation such as shrubs, trees, and other vegetation, change of grade, installation and/or removal of pavements and any other structure named herein or otherwise as may be necessary to maintain a said Easement Area. The Grantee will restore any damage to the Easement Area or Grantors' adjacent property caused by this action or Grantee's use of the Easement Area.

This permanent easement shall run with the land.

It is understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed easement, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument is non-transferable and constitutes the entire agreement between the grantors and the grantee, there being no oral agreements or representations of any kind.

WITNESS OUR SIGNATURE on this the 23rd day of April, 2018.

Signature: Eldridge Johnson

Date: 4/23/18

Print Name: Eldridge Johnson



Sandra Knue

Signature: Rosetta Johnson

Date: 4/23/18

Print Name: Rosetta Johnson

This permanent easement shall run with the land.

It is understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed easement, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument is non-transferable and constitutes the entire agreement between the grantors and the grantee, there being no oral agreements or representations of any kind.

WITNESS OUR SIGNATURE on this the 23rd day of April, 2018.

Signature:

Elbridge Sothwell

Date:

4/23/18

Print Name:

Elbridge Sothwell

Signature:

Rosetta Johnson

Date:

4/23/18

Print Name:

Rosetta Johnson

STATE OF MISSISSIPPI

COUNTY OF

Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this 23rd day of April, 2018, within my jurisdiction, the within named Eldridge Johnson, and Roseetta Johnson who acknowledged that they executed the above and foregoing instrument.

Sandra Knue

(Notary Public)

My commission expires:

9/23/20





City of Hattiesburg, MS

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

Master

File Number: 2018-425

File ID: 2018-425

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 04/30/2018

Brief Title: Acknowledge receipt of Permanent Utility Easement and Temporary Construction Easement from Madison Place Homeowner's Association, Inc. for a portion of Lamar County Tax Parcel No. 051G-01-292.000; authorize City Clerk to record same with Lamar County.

Final Action:

Minute Book Number: MB2018-120-121

Title:

Acknowledge receipt of Permanent Utility Easement and Temporary Construction Easement from Madison Place Homeowner's Association, Inc. for a portion of Lamar County Tax Parcel No. 051G-01-292.000; Temporary Construction Easement is for the COMSWIP Sewer Project Phase V; Authorize City Clerk to record permanent utility easement with Lamar County.

Notes:

Agenda Date: 05/08/2018

Indexes:

Agenda Number: VII.-6

Sponsors:

Enactment Date:

Attachments: Signed Perm Easement.Madison Place Homeowner Assn

Enactment Number:

Contact:

Meeting Date: 05/08/2018

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	05/08/2018					

Text of Legislative File 2018-425

Title

Acknowledge receipt of Permanent Utility Easement and Temporary Construction Easement from Madison Place Homeowner's Association, Inc. for a portion of Lamar County Tax Parcel No. 051G-01-292.000; Temporary Construction Easement is for the COMSWIP Sewer Project

Phase V; Authorize City Clerk to record permanent utility easement with Lamar County.

Summary

Acknowledge receipt of Permanent Utility Easement and Temporary Construction Easement from Madison Place Homeowner's Association, Inc. for a portion of Lamar County Tax Parcel No. 051G-01-292.000; authorize City Clerk to record same with Lamar County.

Grantee, prepared by and return to:	Grantor Address:
City of Hattiesburg	Madison Place Homeowner's Ass'n, Inc.
Department of Public Services	314 Whitehaven
P. O. Box 1898	Hattiesburg, MS 39402
Hattiesburg, MS 39403-1898	
Phone: (601) 545-4540	Phone:
Account No.	Business No.

**PERMANENT EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT**

INDEXING INSTRUCTIONS: PART OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 14 WEST, COUNTY OF LAMAR, STATE OF MISSISSIPPI.

RECEIVED

Shows, Dearman and Waits, Inc.
Consulting Engineers
Project No.: COMSWIP Sewer Project Phase V
County Tax Parcel No.: 051G-01-292.000

THE STATE OF MISSISSIPPI

COUNTY OF LAMAR

CITY OF HATTIESBURG

For and in consideration of **THREE HUNDRED AND NO/100 DOLLARS (\$300.00)**, and other good and valuable considerations, including the benefits to be derived herefrom, the receipt and sufficiency of which is hereby acknowledged, I/we, the undersigned, hereby grant, bargain, sell, and convey a Permanent Easement and a Temporary Construction Easement unto the City of Hattiesburg, Mississippi, a municipal corporation, through, over, on and across the following described real property located in the City of Hattiesburg, County of Lamar, State of Mississippi:

PERMANENT EASEMENT:

A 20.00 foot wide Utility Easement being described as being a part of the Southwest ¼ of the Southwest ¼ of Section 1, Township 4 North, Range 14 West, County of Lamar, State of Mississippi and being more particularly described as Commencing at a 1½ inch Round Iron Pin representing the Southwest Corner of Westover Fourth Addition Subdivision as per Map or Plat thereof on file in the Office of the Chancery Clerk of said Lamar County, thence run N00°17'32"E along the West Line of said Subdivision of for 332.15 feet to a Point in a Tributary of Mixon's Creek and the Point of Beginning (Witness Corner: from said Point of Beginning continue N00°17'32"E for 10.00 feet to a ½ Inch Rebar); thence run S83°16'23"W along said Tributary for 20.15 feet (Witness Corner: from said Point run N00°17'32"E for 10.00 feet to a ½ Inch Rebar), thence run N00°17'32"E and parallel to said West Subdivision Line for 100.85 feet to a ½ Inch Rebar, thence run N89°26'26"E for 20.00 feet to a ½ Inch Rebar representing a Point on said West Subdivision Line, thence run S00°17'32"W along said West Subdivision Line for 98.69 feet to the Point of Beginning, comprising **0.05 Acres (1,995 Square Feet)**, more or less.

See Exhibit "A"

AND TEMPORARY CONSTRUCTION EASEMENT:

A 10.00 foot wide Temporary Construction Easement being described as being a part of the Southwest ¼ of the Southwest ¼ of Section 1, Township 4 North, Range 14 West, County of Lamar, State of Mississippi and being more particularly described as Commencing at a 1½ Inch Round Iron Pin representing the Southwest Corner of Westover Fourth Addition Subdivision as per Map or Plat thereof on file in the Office of the Chancery Clerk of said Lamar County, thence run N00°17'32"E along the West Line of said Subdivision of for 332.15 feet to a Point in a Tributary of Mixon's Creek (Witness Corner: from said Point of Commencement run N00°17'32"E for 342.15 feet to a ½ Inch Rebar), thence run S83°16'23"W along said Tributary for 20.15 feet to the Point of Beginning (Witness Corner: from said Point of Beginning run N00°17'32"E for 10.00 feet to a ½ Inch Rebar); thence continue S83°16'23"W along said Tributary for 10.08 feet (Witness Corner: from said Point in Mixon's Creek Tributary run N00°17'32"E for 10.00 feet to a ½ Inch Rebar), thence run N00°17'32"E and parallel to said West Subdivision Line for 67.20 feet (Witness Corner: from said Point in Mixon's Creek Tributary run N00°17'32"E for 42.20 feet to a ½ Inch Rebar), thence run S89°42'28"E for 10.00 feet to a ½ Inch Rebar, thence run S00°17'32"W and parallel to said West Subdivision Line for 65.97 feet to the Point of Beginning, comprising **0.02 Acres (666 Square Feet)**, more or less.

See Exhibit "A".

Grantee herein is given full rights to do whatever may be necessary and proper for the enjoyment of the rights granted herein, including the right of ingress and egress and the right to clear said easement of selected vegetation such as shrubs, trees, and other vegetation, change of grade, installation and/or removal of pavements and any other structure named herein or otherwise as may be necessary. Grantee will restore any damage caused by this action.

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

This conveyance is made subject to any outstanding oil, gas or mineral leases and/or royalty transfers or prior reservations.

The conveyance shall be subject to any and all easements and right-of-ways of record.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed sewage project, change of grade, water damage, and/or any other damage, right or claim whatsoever.

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

Witness my signature, this the 16th day of April, 2018.

Madison Place Homeowner's Association, Inc.

By: Linda Valentine

Its: President

STATE OF MISSISSIPPI

COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said County and State, on this 16th day of April, 2018, within my jurisdiction, the within named Linda Valentine, who is the President of **Madison Place Homeowner's Association, Inc.**, and acknowledged before me that he/she signed, executed and delivered the above and foregoing instrument on the day and year therein as his/her own free and voluntary act and deed.



Alexandra D. Johnson
NOTARY PUBLIC

LEGEND

APR - AS PER RECORD
APS - AS PER SURVEY
BK - BOOK
PG - PAGE
NC - NO CORNER SET
SIP - SET 1/2" REBAR
SF - SQUARE FEET

AUGUST 08, 2016

SCALE: 1" = 50'

JUDGED TO BE A CLASS 'C' SURVEY
SURVEYED TO CLASS 'B'

BEARINGS ARE BASED ON THE RECORD
BEARING OF EAST PROPERTY LINE OF
THE ADJACENT PARCEL DESCRIBED IN
LAMAR COUNTY LAND RECORDS BK
20W, PG 382.

REFERENCE MATERIALS

LAMAR COUNTY TAX MAP

WESTOVER 4TH ADDITION SUBDIVISION PLAT
BK 1 PG 143 03-06-1972

WESTOVER WEST SUBDIVISION PLAT
BK 1 PG 149 07-25-1973

SUBSTITUTED TRUSTEE'S DEED
BK 20W PG 382 12-10-2009

QUIT CLAIM DEEDS
BK 21I PG 89 08-24-2010
BK 21I PG 289 09-01-2010

WARRANTY DEED
BK 20G PG 509 11-06-2008

① UTILITY EASEMENT

±0.05 ACRES
(±1,995 SF)

② TEMPORARY CONSTRUCTION EASEMENT

±0.02 ACRES
(±666 SF)

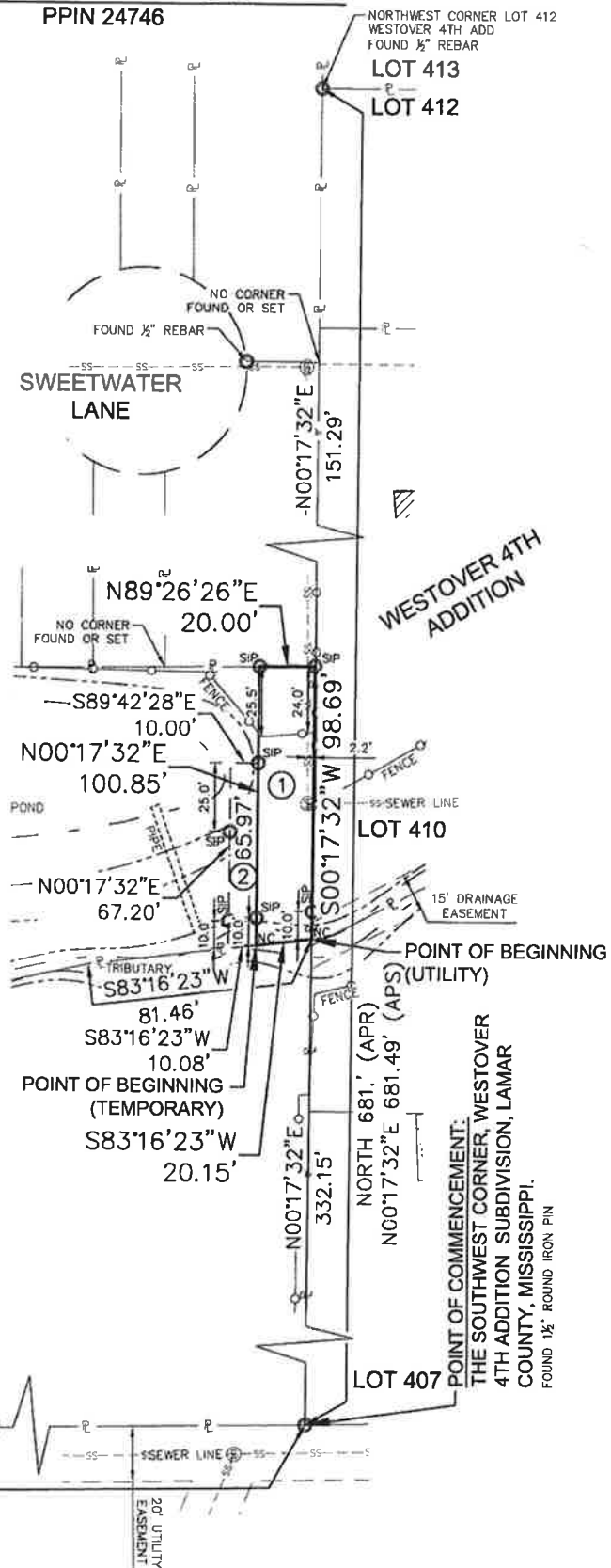
SOUTHWEST 1/4 OF THE
SOUTHWEST 1/4
SECTION 1, T-4-N, R-14-W

SOUTHEAST CORNER WESTOVER WEST SUBDIVISION
SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 4
NORTH, RANGE 14 WEST, FORREST COUNTY, MISSISSIPPI
FOUND 3/4" ROUND IRON PIN

S89°24'29"W 321.78 (APR) &
S89°26'36"W 322.80 (APR)
S89°17'07"W 644.54' (APS)

COUNTY TAX PARCEL No. 051G-01-292.000

PPIN 24746



State of Mississippi
County of Lamar

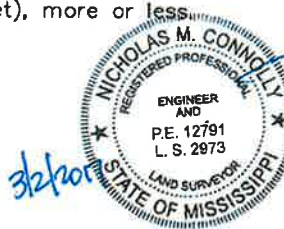
This is Certify that I have made a survey of the following described parcels.

Utility Easement

A 20.00 foot wide Utility Easement being described as being a part of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 1, Township 4 North, Range 14 West, County of Lamar, State of Mississippi and being more particularly described as Commencing at a $\frac{1}{2}$ Inch Round Iron Pin representing the Southwest Corner of Westover Fourth Addition Subdivision as per Map or Plat thereof on file in the Office of the Chancery Clerk of said Lamar County, thence run N00°17'32"E along the West Line of said Subdivision of for 332.15 feet to a Point in a Tributary of Mixon's Creek and the Point of Beginning (Witness Corner: from said Point of Beginning continue N00°17'32"E for 10.00 feet to a $\frac{1}{2}$ Inch Rebar); thence run S83°16'23"W along said Tributary for 20.15 feet (Witness Corner: from said Point run N00°17'32"E for 10.00 feet to a $\frac{1}{2}$ Inch Rebar), thence run N00°17'32"E and parallel to said West Subdivision Line for 100.85 feet to a $\frac{1}{2}$ Inch Rebar, thence run N89°26'26"E for 20.00 feet to a $\frac{1}{2}$ Inch Rebar representing a Point on said West Subdivision Line, thence run S00°17'32"W along said West Subdivision Line for 98.69 feet to the Point of Beginning, comprising 0.05 Acres (1,995 Square Feet), more or less.

Temporary Construction Easement

A 10.00 foot wide Temporary Construction Easement being described as being a part of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 1, Township 4 North, Range 14 West, County of Lamar, State of Mississippi and being more particularly described as Commencing at a $\frac{1}{2}$ Inch Round Iron Pin representing the Southwest Corner of Westover Fourth Addition Subdivision as per Map or Plat thereof on file in the Office of the Chancery Clerk of said Lamar County, thence run N00°17'32"E along the West Line of said Subdivision of for 332.15 feet to a Point in a Tributary of Mixon's Creek (Witness Corner: from said Point of Commencement run N00°17'32"E for 342.15 feet to a $\frac{1}{2}$ Inch Rebar), thence run S83°16'23"W along said Tributary for 20.15 feet to the Point of Beginning (Witness Corner: from said Point of Beginning run N00°17'32"E for 10.00 feet to a $\frac{1}{2}$ Inch Rebar); thence continue S83°16'23"W along said Tributary for 10.08 feet (Witness Corner: from said Point in Mixon's Creek Tributary run N00°17'32"E for 10.00 feet to a $\frac{1}{2}$ Inch Rebar), thence run N00°17'32"E and parallel to said West Subdivision Line for 67.20 feet (Witness Corner: from said Point in Mixon's Creek Tributary run N00°17'32"E for 42.20 feet to a $\frac{1}{2}$ Inch Rebar), thence run S89°42'28"E for 10.00 feet to a $\frac{1}{2}$ Inch Rebar, thence run S00°17'32"W and parallel to said West Subdivision Line for 65.97 feet to the Point of Beginning, comprising 0.02 Acres (666 Square Feet), more or less.



Nicholas M. Connolly, PE, PLS
Civil Engineer No. 12791
Land Surveyor No. 2973

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. MADISON PLACE HOMEOWNER'S ASSN., INC.		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 314 Whitehaven	Requester's name and address (optional)	
6 City, state, and ZIP code HATTIESBURG, MS 39402		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
64	-	09	11	1	26				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



City of Hattiesburg, MS

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

Master

File Number: 2018-429

File ID: 2018-429

Type: Regular Agenda Item

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

Requester: LaTasha McDaniel

File Created: 04/30/2018

Brief Title: Acknowledge and reject DPC bid; Authorize re-advertisement

Final Action:

Minute Book Number: MB2018-120-121

Title:

Acknowledge receipt of bid from DPC Enterprises for Term Bid Item #11; reject bid due to technicalities and procurement laws and authorize re-advertisement for bids.

Notes:

Agenda Date: 05/08/2018

Indexes:

Agenda Number: VII.-7

Sponsors:

Enactment Date:

Attachments: DPC Bid to reject, Item #11 - Notice to Bidders
Revised, Item #11 - Specifications Revised, executed
Item #11 - Notice to Bidders Revised

Enactment Number:

Contact:

Meeting Date: 05/08/2018

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	05/08/2018					

Text of Legislative File 2018-429

Title

Acknowledge receipt of bid from DPC Enterprises for Term Bid Item #11; reject bid due to technicalities and procurement laws and authorize re-advertisement for bids.

Summary

Acknowledge and reject DPC bid for Term Bid Item #11; Authorize re-advertisement for bids.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Hattiesburg Post: May 17, 2018 and May 24, 2018



DPC ENTERPRISES, L.P.

P.O. Box 11447
Chickasaw, Alabama 36671-0447
1 (866) 344-2781
Fax (251) 457-1334

March 15, 2018

Ms. LaTasha McDaniel
Division Manager – Purchasing
200 Forrest Street
Hattiesburg, Ms. 39403

Ms. McDaniel;

The Liquid Chlorine provided by our Mobile, Alabama facility meets American Water Works Association standard AWWA B301-99 and National Sanitation Foundation standard NSF/ANSI Standard 60 for Drinking Water Treatment Chemicals. Product specifications for Chlorine provided by our Mobile, Alabama facility provided upon request.

If you have any questions regarding this matter, or if additional information is needed, please call me at (866) 344-2781 or (251) 422-2737. Thank you for this and future opportunities.

Sincerely,

A handwritten signature in dark ink, appearing to read 'John Skipper', written over a horizontal line.

John Skipper
Regional Sales Manager
DPC Enterprises, L.P.
jskipper@dxgroup.com



Safety Data Sheet

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product identifier: **CHLORINE, LIQUID**

Synonyms: Chlorine, Chlorine - liquefied gas, Chlorine gas, Chlorine (Liquid or Gas)

Intended use: Water chlorination, water treatment chemicals, chemical synthesis. This material is a registered pesticide.

Uses Advised Against: None identified. This is a pesticide product, do not use in a pesticide application that is not included on the label.

Company Identification:

DPC Industries, Inc.
DPC Enterprises, LP
DXI Industries, Inc.
DX Terminals
PO Box 24600
Houston, TX 77229-4600

Emergency:

CHEMTREC (USA)

24 hour Emergency Telephone No.

(800) 424-9300

(281) 457-4888

www.dxgroup.com

2. Hazard identification of the product

Physical hazards	Gases under pressure Oxidizing gases	Liquefied gas Category 1
Health hazards	Acute toxicity, inhalation Skin corrosion/irritation Serious eye damage/eye irritation Specific target organ toxicity, single exposure Specific target organ toxicity, repeated	Category 2 Category 1 Category 1 Category 3 Category 1(Lung) exposure
Environmental hazards	Very hazardous to the aquatic environment, acute hazard	Category 1

Label elements

Using the Toxicity Data listed in section 11 and 12 the product is labeled as follows:



Signal Word	Danger
Hazard Statements	May cause or intensify fire; oxidizer. Contains gas under pressure; may explode if heated. Fatal if inhaled. Causes skin irritation. Causes serious eye irritation. May cause respiratory irritation. Very toxic to aquatic life with long lasting effects. Harmful in contact with skin. Causes severe skin burns and eye damage. Causes serious eye damage. Very toxic to aquatic life. Toxic to aquatic life with long lasting effects. May be corrosive to metals
Precautionary Statements	
Prevention	Keep / Store away from combustible materials. Keep reduction valves free from grease and oil. Do not breathe mist / vapors / spray. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area. Avoid release to the environment. Wear protective gloves / eye protection / face protection. Wear respiratory protection.
Response	IF ON SKIN: Wash with plenty of soap and water. Take off contaminated clothing and wash before reuse. IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor / physician if you feel unwell. IF IN EYES: Rinse continuously with water for several minutes. Remove contact lenses if present and easy to do - continue rinsing. Immediately call a POISON CENTER or doctor / physician. If eye irritation persists: Get medical advice / attention. IN CASE OF FIRE: Stop leak if safe to do so.
Storage	Store in a well-ventilated place. Keep container tightly closed. Store locked up.
Disposal	Dispose of contents / container in accordance with local / national regulations.

Safety Data Sheet

3. Composition/information on ingredients

Synonyms: Chlorine, Chlorine – liquefied gas, Chlorine gas, Chlorine (Liquid or Gas)

Substance classified with a health or environmental hazard. Substance with a workplace exposure limit.

Ingredient	CAS Number	Percent (%)
Chlorine	7782-50-5	99.5-100

4. First Aid Measures

General	Ensure that medical personnel are aware of the material(s) involved and take precautions to protect themselves.
Inhalation	Move victim to fresh air. Apply artificial respiration if victim is not breathing. Do not use mouth-to-mouth method if victim ingested or inhaled the substance; induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. Administer oxygen if breathing is difficult. GET IMMEDIATE MEDICAL ATTENTION
Eyes	Flush immediately with clean fresh water for at least 10 minutes, holding the eyelids apart. Remove contact lenses, if present, and safe to do so. Continue rinsing. GET IMMEDIATE MEDICAL ATTENTION.
Skin	In case of contact with substance, immediately flush skin with running water for at least 20 minutes. Exposure to liquid may cause frostbite burns. Remove contaminated clothing, jewelry and shoes. Wash skin with soap and water. Thoroughly clean and dry contaminated clothing and shoes before reuse. GET IMMEDIATE MEDICAL ATTENTION
Ingestion	If accidentally swallowed obtain IMMEDIATE MEDICAL ATTENTION. Keep at rest. Do NOT induce vomiting. Ingestion not considered a likely route of exposure.
Most important symptoms and effects, both acute and delayed	
Overview	Contact with this material will cause burns to the skin, eyes and mucous membranes. Unconsciousness. Cough, shortness of breath, headache, nausea, vomiting. May cause lung damage.
Indication of immediate medical attention and special treatment needed	For liquid contact, treat the affected person for frostbite if necessary. If the product is ingested, probable mucosal damage may contraindicate the use of gastric lavage. Treat the affected person appropriately. Provide general supportive measures and treat symptomatically. Symptoms may be delayed.

5. Fire-fighting measures

Recommended Extinguishing media	Use fire-extinguishing media appropriate for surrounding materials.
Unsuitable extinguishing media	Direct water spray. Direct water spray jet.
Special hazards arising from the substance or mixture	May cause fire or explosion; strong oxidizer. Contents under pressure. Pressurized container may explode when exposed to heat or flame. Contact with reactive metals e.g., aluminum, zinc and tin may result in the generation of flammable hydrogen gas. Water used for fire extinguishing, which has been in contact with the product, may be corrosive. Water spray on active leak may promote accelerated corrosion of container and accelerate rate of leakage.
Advice for fire-fighters	Wear full protective clothing, including helmet, self-contained positive pressure or pressure demand breathing apparatus, protective clothing and face mask. Additional protective clothing must be worn to prevent personal contact with this material. Those items include but are not limited to: boots gloves, hard hat, splash-proof goggles, full face shield and impervious clothing, i.e. chemically impermeable suit. Compatible materials for response to this material are neoprene and butyl rubber. In case of fire and/or explosion do not breathe fumes. Remove pressurized gas cylinders from the immediate vicinity. Cylinders can burst violently when heated, due to excess pressure build-up. Cool containers / tanks with water spray. Evacuate area and fight fire remotely due to the risk of explosion. ERG Guide No. 124

Safety Data Sheet

6. Accidental Release Measures

Personal precautions, protective equipment and emergency procedures	Immediately evacuate personnel to safe areas. Many gases are heavier than air and will spread along ground and collect in low or confined areas (sewers, basements, tanks). Keep people away from and upwind of spill/leak. Keep out of low areas. Keep unnecessary personnel away. Ventilate closed spaces before entering them. Wear appropriate protective equipment and clothing during clean-up. Local authorities should be advised if significant spillages cannot be contained. For response to Chlorine gas it is recommended to use as a minimum level "B" protection that is compatible to Chlorine. For Liquid spills it is recommended to utilize as a minimum enhanced level "B" (Enhanced Level "B" is the addition of a splash hood). Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Responders can reference Chlorine Institute pamphlet #65 on PPE.
Environmental precautions	Avoid discharge into drains, water courses or onto the ground. Contact local authorities in case of spillage to drain/aquatic environment.
Methods and material for containment and cleaning up	Extinguish all flames in the vicinity. Keep combustibles (wood, paper, oil, etc.) away from spilled material. Ventilate well, stop flow of gas or liquid if possible. If possible, turn leaking containers so that gas escapes rather than liquid. Dike far ahead of spill for later disposal. Isolate area until gas has dispersed. Neutralize spilled material with crushed limestone, soda ash or lime. Collect spillage.

7. Handling and storage

Precautions for safe handling	Avoid heat, sparks, open flames and other ignition sources. Keep away from clothing and other combustible materials. Use only chlorine-compatible lubricants. Do not use greases and oils. Do not breathe gas. Do not get in eyes, on skin, on clothing. Use in a sealed system and/or a well-ventilated area. Wear appropriate personal protective equipment. Observe good industrial hygiene practices. Avoid release to the environment.
Conditions for safe storage, including any incompatibilities	Contents under pressure. Keep away from heat, sparks and open flame. Secure cylinders in an upright position at all times, close all valves when not in use. Store in a well-ventilated place. Store away from incompatible materials. Store at temperatures not exceeding 131 °F (55°C) For the above specified temperature the system pressure is 225 psig.

8. Exposure controls and personal protection

Exposure Control Parameters

CAS No.	Material	Source	Type	Value
7782-50-5	Chlorine	OSHA Table Z-1 Limits	Ceiling	3 mg/m3
		US ACGIH Threshold limit values	STEL	1 ppm
		US ACGIH Threshold limit values	TWA	0.5 ppm

Engineering Controls	Should be handled in closed systems, if possible. Where reasonably practicable this should be achieved by the use of local exhaust ventilation and good general extraction. If these are not sufficient to maintain concentrations of particulates and any vapor below occupational exposure limits suitable respiratory protection must be worn. Observe Occupational Exposure Limits and minimize the risk of inhalation. Eye wash facilities and emergency shower must be available when handling this product.
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Individual protection measures, such as personal protective equipment

Respiratory	Use NIOSH/MSHA approved respirator, following manufacturer's recommendations when concentrations exceed permissible exposure limits.
Eyes	Wear face shield with safety glasses with side shields and/or safety goggles.
Skin	Chemical resistant clothing such as coveralls/apron boots should be worn. Chemical Impervious gloves.
Other Work Practices	Use good personal hygiene practices. Wash hands before eating, drinking, smoking or using toilet. Promptly remove soiled clothing and wash thoroughly before reuse.

Safety Data Sheet

9. Physical and chemical properties

Appearance:	Amber Color Liquid, Greenish-Yellow Gas
Odor:	Pungent Irritating Odor
Odor threshold:	.31 ppm air 1.7
pH:	Not Applicable
Melting point / freezing point:	-150 °F (-101 °C)
Initial boiling point and boiling range:	-29.3 °F (-34 °C)
Flash Point:	Not Applicable
Evaporation rate (Ether = 1):	Not Available
Flammability (solid, gas):	Not Applicable
Upper/lower flammability or explosive limits:	Lower Explosive Limit: Not Applicable Upper Explosive Limit: Not Applicable
Vapor pressure (mmHg):	4800 mmHg (@25 °C)
Vapor Density:	2.49
Specific Gravity:	1.4
Solubility in Water:	Negligible
Partition coefficient n-octanol/water (Log Kow):	Not Measured
Auto-ignition temperature (°C):	Not Measured
Decomposition temperature:	Not Measured
Viscosity (cSt):	Not Measured
VOC %:	Not Measured
Other information:	No other relevant Information.

10. Stability and reactivity

Reactivity:	Oxidizer.
Chemical stability:	Stable under normal circumstances.
Possibility of hazardous reactions:	Dry material is highly reactive with titanium and tin. Reacts with most metals at high temperatures or in the presence of moisture. Avoid contact with water. Reacts with water to form corrosive acidic solution (hydrochloric acid) May react explosively with organic matter.
Conditions to avoid:	No data available
Incompatible materials:	Avoid contact with reducing agents, organics and alkalis. Keep away from materials such as acetylene, turpentine & other hydrocarbons, ammonia, hydrogen, ether, metals, sulfur, & aluminum.
Hazardous decomposition products:	Hydrogen chloride and hypochlorous acid.

11. Toxicological information

Acute toxicity

Ingredient	Results	Species	Dose	Exposure
Chlorine - (7782-50-5)	LC50 Inhalation Gas.	Rat	147 ppm	4 hours
	LC50 Inhalation	Rat	293 ppm	1 hour

Item	Hazard
Acute Toxicity:	0.2 - 0.4 ppm odor detection (some tolerance develops) 1 - 3 ppm mild mucous membrane irritation (can be tolerated ~ 1 hour) 5 - 15 ppm moderate irritation of upper respiratory tract 30 ppm immediate chest pain, vomiting, dyspnea, cough 40 - 60 ppm toxic pneumonitis and pulmonary edema 430 ppm lethal over 30 minutes 1000 ppm fatal within a few minutes It's action in the respiratory tract is due to its strong oxidizing capability; it forms both hypochlorous acid and hydrochloric acid on contact with moist mucous membranes. Symptoms of pulmonary congestion and edema may develop after a latency period of several hours following severe acute exposure to chlorine.

Safety Data Sheet

11. Toxicological information

Acute toxicity (Cont.)

POTENTIAL HEALTH EFFECTS:

Information on likely routes of exposure	
Eye contact:	Causes serious eye damage. Liquid exposure may cause frostbite.
Skin contact:	Causes skin burns. Liquid exposure may cause frostbite.
Inhalation:	May cause irritation (possibly severe), chemical burns, and pulmonary edema. Significant exposures may be fatal.
Ingestion:	Causes digestive tract burns.
Signs and symptoms of exposure:	Contact with this material will cause burns to the skin, eyes and mucous membranes. Cough, shortness of breath, headache, nausea, vomiting. May cause lung damage. Unconsciousness.
Information on toxicological effects	
Acute toxicity:	Fatal if inhaled. Irritation Threshold: approximately 0.5 ppm Immediately Dangerous to Life or Health: 10.0 ppm.
Carcinogenicity:	Not considered to be a carcinogen by IARC, ACGIH, NTP or OSHA.
Reproductive Toxicity:	No data available.
Specific target organ systemic toxicity (single exposure):	Not available.
Specific target organ systemic Toxicity (repeated exposure):	Causes damage to organs (lungs) through prolonged or repeated exposure.
Aspiration hazard:	Due to the physical form of the product it is not an aspiration hazard.

12. Ecological information

Toxicity

Very toxic to aquatic life. Toxic to aquatic life with long lasting effects.

Aquatic Ecotoxicity

Ingredient	96 hr LC50 fish, mg/l	48 hr EC50 crustacea, mg/l	ErC50 algae, mg/l
Chlorine - (7782-50-5)	14.00, Oncorhynchus mykiss	0.11, Daphnia pulex	0.76 (96 hr), Algae

Persistence and degradability:	This material is an element and not subject to biodegradation.
Bioaccumulative potential:	Will not bioaccumulate.
Mobility in soil:	No data available.
Results of PBT and vPvB assessment:	This product contains no PBT/vPvB chemicals.
Other adverse effects:	No other effects are expected.

13. Disposal considerations

Waste treatment methods:	Do not allow into drains or water courses. Wastes and emptied containers should be disposed of in accordance with regulations made under the Control of Pollution Act and the Environmental Protection Act. Using information provided in this data sheet, advice should be obtained from the Waste Regulation Authority, whether the special waste regulations apply.
Waste from material:	Use or process if possible. Chlorine may be absorbed into an alkaline solution such as caustic soda, soda ash or hydrated lime. Dispose in accordance with all applicable regulations.
Container Management:	Return empty chlorine cylinders, tankcars and cargo tanks containing residual gas and/or liquid to supplier in compliance with applicable DOT regulations. See product label for container disposal information.

Safety Data Sheet

14. Transport Information

UN number:	UN1017
UN proper shipping name:	Chlorine
Transport hazard class(es)	
DOT (Domestic Surface Transportation)	
DOT Proper Shipping Name:	Chlorine
DOT Hazard Class	2.3, (5.1, 8)
DOT Label:	2.3, 5.1, 8
UN / NA Number:	UN1017
DOT Packing Group:	Not Applicable
CERCLA/DOT RQ:	10 lbs.
Environmental hazards:	IMDG Marine Pollutant: Yes (Chlorine)
Special precautions for user:	Not Applicable

15. Regulatory Information

Regulatory Overview:		The regulatory data in Section 15 is not intended to be all-inclusive, only selected regulations are represented. All ingredients of this product are listed on the TSCA (Toxic Substance Control Act) Inventory.				
WHMIS Classification:		A - Compressed Gas C - Oxidizing Material D1A - Poisonous and Infectious Material; Materials causing immediate and serious toxic effects - Very toxic material E - Corrosive material				
OSHA REGULATORY STATUS:		This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200)				
US EPA Tier II Hazards:		Fire:	No	Immediate (Acute):	Yes	
		Sudden Release of Pressure:	Yes	Delayed (Chronic):	Yes	
		Reactive:	Yes			
SARA 302 Extremely Hazardous Substance / RQs (lbs.) :		Yes (10-lbs)				
SARA 311/312 Chemicals and RQs (lbs.) (>0.1%) :		Yes				
SARA 313 (TRI)		Yes				
OSHA PSM (29 cfr 1910.119):		Yes (2500-lbs)				
TSCA:		Chlorine				
State Regulations:	N.J. RTK Substances (>1%)	Listed	Penn RTK Substances (>1%)	Listed	California Prop 65	Not Listed

16. Other information

EPA Registration Number: 813-10

NSF Maximum Use Level (STD 60): Check BOL for facility Data. (30 mg/L)

Revision Information: This is the first revision of this SDS format, changes from previous revision not applicable.

The information and recommendations contained herein are based upon data believed to be correct. However, no guarantee or warranty of any kind, expressed or implied, is made with respect to the information contained herein. We accept no responsibility and disclaim all liability for any harmful effects which may be caused by exposure to our products. Customers/users of this product must comply with all applicable health and safety laws, regulations, and orders.

THE USER IS CAUTIONED TO PERFORM HIS OWN HAZARD EVALUATION AND TO RELY ON HIS OWN DETERMINATIONS.



DPC ENTERPRISES, L.P.
P.O. BOX 11447
CHICKSAW, AL 36671

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39403

BID

Item #11 Chlorine Gas in 150 LB.
AND 1 Ton Containers

Hattiesburg Water Department
Submitted By 10:00 A.M. Thursday March 15, 2018

FILED

MAR 15 2018

BY C. Curran CITY CLERK

DEPUTY CLERK

9:26 am

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, March 15, 2018, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following supplies, to-wit:

**ITEM #11: CHLORINE GAS IN 150 LB AND ONE TON CONTAINERS FOR
THE CITY OF HATTIESBURG WATER DEPARTMENT**

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi, 39403, (601) 545-4552, which may be obtained upon request.

SEALED BIDS:

Sealed bids must be received in a sealed envelope which is marked in the lower left-hand corner with the word ABID@ and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

ELECTRONIC BIDS / REVERSE AUCTIONS:

Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids and /or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 20th day of February, 2018.

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

(S E A L)

Publish 2/22/2018 & 3/1/2018

SPECIFICATIONS FOR ITEM # 11: CHLORINE GAS IN 150 LB AND ONE TON CONTAINERS FOR THE CITY OF HATTIESBURG WATER DEPARTMENT

Bidder shall bid on furnishing Chlorine Gas, which meets or exceeds the following specifications, to-wit:

100% active Chlorine Gas suitable for water purification, in 150 pound and one (1) ton containers.

Price shall include delivery by truck equipped with loading and unloading mechanism to handle containers at point of delivery. No overhead lifting facilities available at point of delivery.

Must meet all requirements of AWWA Standard #B301-81.

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants located in the United States. Written Certification shall be provided upon request of Hattiesburg Water Department Officials.

PAYMENT TERMS: Remittance within forty-five (45) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on April 1, 2018, and ending March 31, 2020, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: Within twenty-four (24) hours after issuance of purchase order, F.O.B. Hattiesburg, Mississippi, as indicated on Purchase Order, freight prepaid to all the following locations located within the city limits of Hattiesburg, Mississippi:

Richburg Tank	2221 S 40 th Avenue
Methodist Tank	450 Weathersby Road
4 th Street Well	3320 W 4 th Street
USM Tank and Well	2811 W 4 th Street
North Lagoon	3401 Lakeview Road
South Lagoon	1903 E Hardy Street
Turner Road Wells and Tank	135 J. Ed Turner Drive
Booster Station @ Industrial Tank	Tatum Blvd.
Lake Estates	1101 Lake Estates Drive
(two wells and tank)	Booster Station Lincoln Rd

NOTE: DELIVERY OF CHLORINE GAS CYLINDERS BY REAR TANDEM AXLE VEHICLE IS NOT POSSIBLE DUE TO RESTRICTED ACCESS. DELIVERY SHALL BE ACOMPLISHED BY SINGLE AXLE VEHICLE TO THE ABOVE LOCATIONS.

The City of Hattiesburg shall not be responsible for any bid sent via U.S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

SEALED BIDS must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

**BID
ITEM #11 CHLORINE GAS IN 150 LB AND 1 TON CONTAINERS
HATTIESBURG WATER DEPARTMENT
SUBMITTED BY 10:00 A.M. THURSDAY MARCH 15, 2018**

ELECTRONIC BIDS / REVERSE AUCTIONS:

Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids and /or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

The lowest and best bid received will be accepted, subject to the provisions of Section 21-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State Law; but the Council reserves the right to reject any and all bids received and to waive informalities.

Approved on this, the 20th day of February, 2018.

City of Hattiesburg, Mississippi

By: _____
CITY CLERK

SPECIFICATIONS APPROVED BY:

DIRECTOR, WATER DEPARTMENT

ITEM# 11 CHLORINE GAS IN 150 LB AND ONE TON CONTAINERS FOR THE HATTIESBURG
WATER DEPARTMENT

ITEM	UNIT	PRICE
CHLORINE-150 LB. CONTAINERS (PRICE PER 150 POUND CONTAINER)	Each	\$ 91.40
CHLORINE-1 TON CONTAINERS (PRICE PER 1 TON CONTAINER)	each	\$ 457.00

DPE Enterprises

NAME OF COMPANY

P.O. Box 11447

STREET ADDRESS OR POST OFFICE BOX

Chickasaw, AL. 36671

CITY, STATE, ZIP CODE

(866)344-2781 (257)457-1334

PHONE NUMBER

FAX NUMBER

3-15-18

DATE OF BID

Jeff Skinner - Regional Sales mgr.

SIGNATURE OF OFFICIAL COMPANY REPRESENTATIVE

NOTICE TO BIDDERS

ITEM #11:

CHLORINE GAS AND SULFUR DIOXIDE FOR THE CITY OF HATTIESBURG WATER DEPARTMENT

Notice is hereby given that the Mayor and Council of the City of Hattiesburg will receive bids in the following manner:

Un-priced bid proposals will be accepted until 10:00 a.m. on Thursday, June 7, 2018, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401.

Specifications and procedures can be obtained upon request at the Office of the City Clerk or can be downloaded from Central Bidding at www.centralbidding.com. All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary, and agrees to notify all having requested bid packets.

Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

Qualified bidders will be invited to participate in a reverse auction, which will take place on June 21, 2018, at 10:00 a.m.

The City reserves the right to extend the auction time or date if necessary to complete the pre-qualification process.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable state law; but the City reserves the right to reject and all bids and to waive formalities.

Published by Order of the Council on this, the 8th day of May, 2018.

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

Published:

Hattiesburg Post: May 17, 2018 & May 24, 2018

**SPECIFICATIONS FOR ITEM # 11: CHLORINE GAS AND SULFUR DIOXIDE FOR
THE CITY OF HATTIESBURG WATER DEPARTMENT**

Bidder shall bid on furnishing Chlorine Gas, which meets or exceeds the following specifications, to-wit:

100% active Chlorine Gas suitable for water purification, in 150-pound and one (1) ton containers.

Sulfur Dioxide suitable for water dichlorination in one (1) ton containers.

Price shall include delivery by truck equipped with loading and unloading mechanism to handle containers at point of delivery. No overhead lifting facilities available at point of delivery.

Must meet all requirements of AWWA Standard #B301-81.

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants located in the United States. Written Certification shall be provided upon request of Hattiesburg Water Department Officials.

PAYMENT TERMS: Remittance within forty-five (45) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on July 1, 2018, and ending March 31, 2020, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: Within twenty-four (24) hours after issuance of purchase order, F.O.B. Hattiesburg, Mississippi, as indicated on Purchase Order, freight prepaid to all the following locations located within the city limits of Hattiesburg, Mississippi:

Methodist Tank	450 Weathersby Road
4 th Street Well	3320 W 4 th Street
USM Tank and Well	2811 W 4 th Street
North Lagoon	3401 Lakeview Road
South Lagoon	1903 E Hardy Street
FGH Tank and Well	6051 US Hwy 49 South
Water Plant 1	5010 Old Hwy 42
Water Plant 2	900 James Street

NOTE: DELIVERY OF CHLORINE GAS CYLINDERS BY REAR TANDEM AXLE VEHICLE IS NOT POSSIBLE DUE TO RESTRICTED ACCESS. DELIVERY SHALL BE ACOMPLISHED BY SINGLE AXLE VEHICLE TO THE ABOVE LOCATIONS.

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Approved on this, the 8th day of May, 2018.

City of Hattiesburg, Mississippi

By: _____
CITY CLERK

SPECIFICATIONS APPROVED BY:



WATER DEPARTMENT

ITEM #11
**CHLORINE GAS AND SULFUR DIOXIDE FOR
THE CITY OF HATTIESBURG WATER DEPARTMENT**

ITEM	UNIT	PRICE
CHLORINE-150 LB. CONTAINERS		
CHLORINE-1 TON CONTAINERS		
SULFUR DIOXIDE- 1 TON CONTAINERS		
TOTAL BID PRICE		\$

Name of Company

Street / P.O. Address

City / State / Zip Code

Phone / Fax Numbers

Date of Bid

Official's Name and Title

Official's Signature

NOTICE TO BIDDERS

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Approved on this, the 8th day of May, 2018.

City of Hattiesburg, Mississippi

By:


CITY CLERK

SPECIFICATIONS APPROVED BY:


WATER DEPARTMENT

ITEM #11
**CHLORINE GAS AND SULFUR DIOXIDE FOR
THE CITY OF HATTIESBURG WATER DEPARTMENT**

ITEM	UNIT	PRICE
CHLORINE-150 LB. CONTAINERS		
CHLORINE-1 TON CONTAINERS		
SULFUR DIOXIDE- 1 TON CONTAINERS		
TOTAL BID PRICE		\$

Name of Company

Street / P.O. Address

City / State / Zip Code

Phone / Fax Numbers

Date of Bid

Official's Name and Title

Official's Signature



DPC ENTERPRISES, L.P.

P.O. Box 11447
Chickasaw, Alabama 36671-0447
1 (866) 344-2781
Fax (251) 457-1334

March 15, 2018

Ms. LaTasha McDaniel
Division Manager – Purchasing
200 Forrest Street
Hattiesburg, Ms. 39403

Ms. McDaniel;

The Liquid Chlorine provided by our Mobile, Alabama facility meets American Water Works Association standard AWWA B301-99 and National Sanitation Foundation standard NSF/ANSI Standard 60 for Drinking Water Treatment Chemicals. Product specifications for Chlorine provided by our Mobile, Alabama facility provided upon request.

If you have any questions regarding this matter, or if additional information is needed, please call me at (866) 344-2781 or (251) 422-2737. Thank you for this and future opportunities.

Sincerely,

John Skipper
Regional Sales Manager
DPC Enterprises, L.P.
jskipper@dxgroup.com

Safety Data Sheet

3. Composition/information on ingredients

Synonyms: Chlorine, Chlorine – liquefied gas, Chlorine gas, Chlorine (Liquid or Gas)

Substance classified with a health or environmental hazard. Substance with a workplace exposure limit.

Ingredient	CAS Number	Percent (%)
Chlorine	7782-50-5	99.5-100

4. First Aid Measures

General	Ensure that medical personnel are aware of the material(s) involved and take precautions to protect themselves.
Inhalation	Move victim to fresh air. Apply artificial respiration if victim is not breathing. Do not use mouth-to-mouth method if victim ingested or inhaled the substance; induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. Administer oxygen if breathing is difficult. GET IMMEDIATE MEDICAL ATTENTION
Eyes	Flush immediately with clean fresh water for at least 10 minutes, holding the eyelids apart. Remove contact lenses, if present, and safe to do so. Continue rinsing. GET IMMEDIATE MEDICAL ATTENTION.
Skin	In case of contact with substance, immediately flush skin with running water for at least 20 minutes. Exposure to liquid may cause frostbite burns. Remove contaminated clothing, jewelry and shoes. Wash skin with soap and water. Thoroughly clean and dry contaminated clothing and shoes before reuse. GET IMMEDIATE MEDICAL ATTENTION
Ingestion	If accidentally swallowed obtain IMMEDIATE MEDICAL ATTENTION. Keep at rest. Do NOT induce vomiting. Ingestion not considered a likely route of exposure.
Most important symptoms and effects, both acute and delayed	
Overview	Contact with this material will cause burns to the skin, eyes and mucous membranes. Unconsciousness. Cough, shortness of breath, headache, nausea, vomiting. May cause lung damage.
Indication of immediate medical attention and special treatment needed	For liquid contact, treat the affected person for frostbite if necessary. If the product is ingested, probable mucosal damage may contraindicate the use of gastric lavage. Treat the affected person appropriately. Provide general supportive measures and treat symptomatically. Symptoms may be delayed.

5. Fire-fighting measures

Recommended Extinguishing media	Use fire-extinguishing media appropriate for surrounding materials.
Unsuitable extinguishing media	Direct water spray. Direct water spray jet.
Special hazards arising from the substance or mixture	May cause fire or explosion; strong oxidizer. Contents under pressure. Pressurized container may explode when exposed to heat or flame. Contact with reactive metals e.g., aluminum, zinc and tin may result in the generation of flammable hydrogen gas. Water used for fire extinguishing, which has been in contact with the product, may be corrosive. Water spray on active leak may promote accelerated corrosion of container and accelerate rate of leakage.
Advice for fire-fighters	Wear full protective clothing, including helmet, self-contained positive pressure or pressure demand breathing apparatus, protective clothing and face mask. Additional protective clothing must be worn to prevent personal contact with this material. Those items include but are not limited to: boots gloves, hard hat, splash-proof goggles, full face shield and impervious clothing, i.e. chemically impermeable suit. Compatible materials for response to this material are neoprene and butyl rubber. In case of fire and/or explosion do not breathe fumes. Remove pressurized gas cylinders from the immediate vicinity. Cylinders can burst violently when heated, due to excess pressure build-up. Cool containers / tanks with water spray. Evacuate area and fight fire remotely due to the risk of explosion. ERG Guide No. 124

Safety Data Sheet

9. Physical and chemical properties

Appearance:	Amber Color Liquid, Greenish-Yellow Gas
Odor:	Pungent Irritating Odor
Odor threshold:	.31 ppm air 1.7
pH:	Not Applicable
Melting point / freezing point:	-150 °F (-101 °C)
Initial boiling point and boiling range:	-29.3 °F (-34 °C)
Flash Point:	Not Applicable
Evaporation rate (Ether = 1):	Not Available
Flammability (solid, gas):	Not Applicable
Upper/lower flammability or explosive limits:	Lower Explosive Limit: Not Applicable Upper Explosive Limit: Not Applicable
Vapor pressure (mmHg):	4800 mmHg (@25 °C)
Vapor Density:	2.49
Specific Gravity:	1.4
Solubility in Water:	Negligible
Partition coefficient n-octanol/water (Log Kow):	Not Measured
Auto-ignition temperature (°C):	Not Measured
Decomposition temperature:	Not Measured
Viscosity (cSt):	Not Measured
VOC %:	Not Measured
Other information:	No other relevant information.

10. Stability and reactivity

Reactivity:	Oxidizer.
Chemical stability:	Stable under normal circumstances.
Possibility of hazardous reactions:	Dry material is highly reactive with titanium and tin. Reacts with most metals at high temperatures or in the presence of moisture. Avoid contact with water. Reacts with water to form corrosive acidic solution (hydrochloric acid) May react explosively with organic matter.
Conditions to avoid:	No data available
Incompatible materials:	Avoid contact with reducing agents, organics and alkalis. Keep away from materials such as acetylene, turpentine & other hydrocarbons, ammonia, hydrogen, ether, metals, sulfur, & aluminum.
Hazardous decomposition products:	Hydrogen chloride and hypochlorous acid.

11. Toxicological information

Acute toxicity

Ingredient	Results	Species	Dose	Exposure
Chlorine - (7782-50-5)	LC50 Inhalation Gas.	Rat	147 ppm	4 hours
	LC50 Inhalation	Rat	293 ppm	1 hour

Item	Hazard
Acute Toxicity:	0.2 - 0.4 ppm odor detection (some tolerance develops) 1 - 3 ppm mild mucous membrane irritation (can be tolerated ~ 1 hour) 5 - 15 ppm moderate irritation of upper respiratory tract 30 ppm immediate chest pain, vomiting, dyspnea, cough 40 - 60 ppm toxic pneumonitis and pulmonary edema 430 ppm lethal over 30 minutes 1000 ppm fatal within a few minutes It's action in the respiratory tract is due to its strong oxidizing capability; it forms both hypochlorous acid and hypochloric acid on contact with moist mucous membranes. Symptoms of pulmonary congestion and edema may develop after a latency period of several hours following severe acute exposure to chlorine.

Safety Data Sheet

14. Transport Information

UN number:	UN1017
UN proper shipping name:	Chlorine
Transport hazard class(es)	
DOT (Domestic Surface Transportation)	
DOT Proper Shipping Name:	Chlorine
DOT Hazard Class	2.3, (5.1, 8)
DOT Label:	2.3, 5.1, 8
UN / NA Number:	UN1017
DOT Packing Group:	Not Applicable
CERCLA/DOT RQ:	10 lbs.
Environmental hazards:	IMDG Marine Pollutant: Yes (Chlorine)
Special precautions for user:	Not Applicable

15. Regulatory Information

Regulatory Overview:		The regulatory data in Section 15 is not intended to be all-inclusive, only selected regulations are represented. All ingredients of this product are listed on the TSCA (Toxic Substance Control Act) Inventory.				
WHMIS Classification:		A - Compressed Gas C - Oxidizing Material D1A - Poisonous and Infectious Material; Materials causing immediate and serious toxic effects - Very toxic material E - Corrosive material				
OSHA REGULATORY STATUS:		This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200)				
US EPA Tier II Hazards:		Fire:	No	Immediate (Acute):	Yes	
		Sudden Release of Pressure:	Yes	Delayed (Chronic):	Yes	
		Reactive:	Yes			
SARA 302 Extremely Hazardous Substance / RQs (lbs.) :		Yes (10-lbs)				
SARA 311/312 Chemicals and RQs (lbs.) (>0.1%) :		Yes				
SARA 313 (TRI)		Yes				
OSHA PSM (29 cfr 1910.119):		Yes (2500-lbs)				
TSCA:		Chlorine				
State Regulations:	N.J. RTK Substances (>1%)	Listed	Penn RTK Substances (>1%)	Listed	California Prop 65	Not Listed

16. Other information

EPA Registration Number: 813-10

NSF Maximum Use Level (STD 60): Check BOL for facility Data. (30 mg/L)

Revision Information: This is the first revision of this SDS format, changes from previous revision not applicable.

The information and recommendations contained herein are based upon data believed to be correct. However, no guarantee or warranty of any kind, expressed or implied, is made with respect to the information contained herein. We accept no responsibility and disclaim all liability for any harmful effects which may be caused by exposure to our products. Customers/users of this product must comply with all applicable health and safety laws, regulations, and orders.

THE USER IS CAUTIONED TO PERFORM HIS OWN HAZARD EVALUATION AND TO RELY ON HIS OWN DETERMINATIONS.

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, March 15, 2018, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following supplies, to-wit:

**ITEM #11: CHLORINE GAS IN 150 LB AND ONE TON CONTAINERS FOR
THE CITY OF HATTIESBURG WATER DEPARTMENT**

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi, 39403, (601) 545-4552, which may be obtained upon request.

SEALED BIDS:

Sealed bids must be received in a sealed envelope which is marked in the lower left-hand corner with the word ABID@ and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

ELECTRONIC BIDS / REVERSE AUCTIONS:

Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids and /or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 20th day of February, 2018.

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

(SEAL)

Publish 2/22/2018 & 3/1/2018

NOTE: DELIVERY OF CHLORINE GAS CYLINDERS BY REAR TANDEM AXLE VEHICLE IS NOT POSSIBLE DUE TO RESTRICTED ACCESS. DELIVERY SHALL BE ACOMPLISHED BY SINGLE AXLE VEHICLE TO THE ABOVE LOCATIONS.

The City of Hattiesburg shall not be responsible for any bid sent via U.S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

SEALED BIDS must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

**BID
ITEM #11 CHLORINE GAS IN 150 LB AND 1 TON CONTAINERS
HATTIESBURG WATER DEPARTMENT
SUBMITTED BY 10:00 A.M. THURSDAY MARCH 15, 2018**

ELECTRONIC BIDS / REVERSE AUCTIONS:

Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids and /or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

The lowest and best bid received will be accepted, subject to the provisions of Section 21-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State Law; but the Council reserves the right to reject any and all bids received and to waive informalities.

Approved on this, the 20th day of February, 2018.

City of Hattiesburg, Mississippi

By: _____
CITY CLERK

SPECIFICATIONS APPROVED BY:

DIRECTOR, WATER DEPARTMENT



City of Hattiesburg, MS

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

Master

File Number: 2018-419

File ID: 2018-419

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 04/27/2018

Brief Title: Accepting bid of Pinnacle Network for Computers and Cradle Points.

Final Action:

Minute Book Number: MB2018-121

Title:

Acknowledge bids received on March 8, 2018 for Computers and Cradle Points for Hattiesburg Police Department vehicles and accept bid from Pinnacle Network in the amount of \$66,933.70 as the best bid received.

Notes:

Agenda Date: 05/08/2018

Indexes:

Agenda Number: VII.-8

Sponsors:

Enactment Date:

Attachments: Memo from Chief, Howard-Bid, Pinnacle Network01-Bid, Pinnacle Network02-Bid, Pinnacle Network03-Bid, Pinnacle Network04-Bid, Pinnacle Network05-Bid

Enactment Number:

Contact:

Meeting Date: 05/08/2018

Drafter: Shannon Weaver-Harris

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/08/2018					

Text of Legislative File 2018-419

Title

Acknowledge bids received on March 8, 2018 for Computers and Cradle Points for Hattiesburg Police Department vehicles and accept bid from Pinnacle Network in the amount of \$66,933.70 as the best bid received.

Summary

Aknowledge receipt of bids for Computers and Cradle Points for HPD and accept bid from

Pinnacle Network as the best bid received.

Budget Information

Expenditure Type

Purchasing Item

Sealed Bid

Publication Information

Central Bidding(centrалаuctionhouse.com)
Hattiesburg Post
02/15/2018 to 02/22/2018



THE CITY OF HATTIESBURG

One of America's Great Small Cities!

To: Mayor and Council

From: Chief Anthony Parker

Date: April 27, 2018

Ref: Computer and Cradle Points

This memo is to request that the sealed bid submitted for the Hattiesburg Police Department (Computers and Cradle Points) be accepted. Several bids were submitted ranging from \$57,331.00 to \$111,460.00. However, after further review the selected bid from Pinnacle Network in the amount of \$66,933.00; meets the specifications for the requirements.

Please let me know if any additional information is needed.

Sincerely,

Anthony Parker

AP/srh

Phone: 1.888.912.3151
Fax: 1.601.399.5077
Online: www.howardcomputers.com



Howard Computers
P.O. Box 1588
Laurel, MS 39441

Online Quotation

Quote No: AH3 839138.00
Customer Name: Angie Sanford
Company Name: Hattiesburg Police Department
Quote Name: Cradlepoint

Quote Date: February 22, 2018
Phone Number: 6015454565
Fax Number:

Item 1

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	Cradlepoint 5-In-1 - Antenna - navigation, cellular, Wi-Fi, WiMAX - 2.3 dBi (for 698 - 960 MHz), 5 dBi (for 1.7 - 2.7 GHz), 2 dBi (for 2.3 - 2.7 GHz), 2 dBi (for 4.9 - 6 GHz) - outdoor MPN: 170654-001	120	\$355.00	\$42,600.00
2:	Cradlepoint COR IBR900LP6 - Wireless router - WWAN - GigE - 802.11a/b/g/n/ac - Dual Band MPN: IBR900LP6-NA-NPS	30	\$773.00	\$23,190.00
3:	Cradlepoint NetCloud Manager PRIME - Subscription license (3 years) + 3 Years CradleCare - hosted - for CAT2 Products MPN: ECM-PRM-CC3YR	30	\$287.00	\$8,610.00
4:	Cradlepoint - Power adapter - car - for COR IBR800, IBR850 MPN: 170635-000	30	\$22.00	\$660.00
5:	Xplore Rugged Tablet, F5m, 10.4inch, Intel Core i5, Win7 (64Bit), 128GB SSD, 4GB, View Anywhere Display, WLAN, Discreet GPS, Front/Rear Camera, Integrated CAC, 1D/2D Barcode Scanner, US Power, IP54, 3 Yr Std Warranty MPN: 200567	10	\$3,195.00	\$31,950.00
6:	Xplore C5/F5-Series Locking Mobile Dock w/o Power by RAM Mounts MPN: 300027	10	\$310.00	\$3,100.00
7:	Xplore 12V Auto/Air AC & DC Adapter w/ US Power by Lind MPN: 450048	10	\$135.00	\$1,350.00

Sub-Total: \$111,460.00

Parts & Accessories Shipping: Included

Taxes: Tax Exempt

Total for Item 1: \$111,460.00

This quote will expire March 24, 2018.

To expedite your order, please include your quote number with your Purchase Order.

Total for all pre-configured items

Sub-Total: \$111,460.00

Parts & Accessories Shipping: Included

Taxes: Tax Exempt

Total: \$111,460.00

Notes:



**PINNACLE
NETWORK**

73888 Tallassee Hwy, Wetumpka, AL 36092
t. 888-928-4111 f. 334-472-2030

QUOTE

Number PNXQ7616-02

Date Mar 6, 2018

Sold To

Hattiesburg Police Department
Branden McLemore
300 Klondyke St.
Hattiesburg, MS 39401

Ship To

Hattiesburg Police Department
Branden McLemore
300 Klondyke St.
Hattiesburg, MS 39401

Your Sales Rep



Harry Toothaker
334 332-5020

harry.toothaker@pinnaclenetworx.com

Phone 601-544-7900
Fax

Phone 601-544-7900
Fax

10.1-inch display
(120) 5-in-1 antennas

Terms

P.O. Number

Ship Via

Qty	Description	Unit Price	Ext. Price
10	PANASONIC : Cust Spec Micro Technologies, Win7 (Win10 Pro COA), vPro, i5-6300U 2.40GHz, 10.1in WUXGA 10-pt Gloved Multi Touch+Digitizer, 256GB SSD, 8GB, Intel WIFI a/b/g/n/ac, TPM1.2, BT, Dual Pass (Ch1:WLAN/Ch2:GPS), Webcam, 8MP Cam, GPS, Toughbook Preferred	\$2,696.49	\$26,964.90
10	PANASONIC : Havis Bundled Kit includes Havis Toughbook Certified Vehicle Docking Station (No Pass-Through) for the Panasonic Toughpad FZ-G1 Tablet and Lind Power Supply. Packaged as a single product, greatly simplifying installation	\$542.78	\$5,427.80
10	PANASONIC : Lind 120 Watt 12-32 Volt Input Car Charger	\$110.05	\$1,100.50
10	PANASONIC : Panasonic Strap & Corner Guard Bundle for the FZ-G1. Bundles Includes 1 rotating hand strap and 4 tall corner guards	\$77.55	\$775.50
30	CRADLEPOINT INC : Rugged, compact router for enterprise and vehicles with LTE Advanced (Cat 6) modem and WIFI for all North America carriers	\$708.81	\$21,264.30
120	CRADLEPOINT INC : Low profile 5-in-1 MIMO LTE, MIMO WIFI (2.4/5Ghz), & GPS screw mount antenna with 5M cables	\$316.88	\$38,025.60

SubTotal \$93,558.60

Shipping \$260.00

Total **\$93,818.60**



**PINNACLE
NETWORK**

73888 Tallassee Hwy, Wetumpka, AL 36092
t. 888-928-4111 f. 334-472-2030

QUOTE

Number PNXQ7616

Date Mar 6, 2018

Sold To

Hattiesburg Police Department
Branden McLemore
300 Klondyke St.
Hattiesburg, MS 39401

Ship To

Hattiesburg Police Department
Branden McLemore
300 Klondyke St.
Hattiesburg, MS 39401

Your Sales Rep



Harry Toothaker
334 332-5020

harry.toothaker@pinnacletnetworx.com

Phone 601-544-7900
Fax

Phone 601-544-7900
Fax

12-inch display
(120) 5-In-1 antennas

Terms

P.O. Number

Ship Via

Qty	Description	Unit Price	Ext. Price
10	Panasonic Toughbook Win10 Pro, Intel Core i7-7600U 2.80GHz, vPro, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, 512GB SSD, Intel WiFi a/b/g/n/ac, TPM 2.0, Bluetooth, Dual Pass (Upper:WWAN/Lower:WWAN-GPS), Hello Webcam, 8MP Cam, Insertable Smartcard, Black Cabinet, Toughbook Preferred,	\$2,854.75	\$28,547.50
10	PANASONIC : Havis tablet vehicle dock (no pass) for the Panasonic CF-33 tablet only.USB 2.0 (4),USB 3.0 (2),Serial,Ethernet (2),Docking Connector,Power,Release Lever,Lock (Keyed alike). Not compatible with tablets that have both Batteries and Rotating Hand Strap.	\$558.38	\$5,583.80
10	PANASONIC : Lind 120 Watt 12-32 Volt Input Car Charger	\$110.05	\$1,100.50
10	PANASONIC : Rotating Hand Strap for CF-33.Not compatible with 33 Vehicle Tablet Dock when using CF-33 with both Long Life Battery and Rotating Hand Strap.Includes stylus pen holder and kickstand	\$73.12	\$731.20
30	CRADLEPOINT INC : Rugged, compact router for enterprise and vehicles with LTE Advanced (Cat 6) modem and WiFi for all North America carriers	\$708.81	\$21,264.30
120	CRADLEPOINT INC : Low profile 5-in-1 MIMO LTE, MIMO WiFi (2.4/5Ghz), & GPS screw mount antenna with 5M cables	\$316.88	\$38,025.60

SubTotal \$95,252.90

Shipping \$260.00

Total **\$95,512.90**



73888 Tallassee Hwy, Wetumpka, AL 36092
t. 888-928-4111 f. 334-472-2030

QUOTE

Number PNXQ7627

Date Mar 7, 2018

Sold To

Hattiesburg Police Department
Branden McLemore
300 Klondyke St.
Hattiesburg, MS 39401

Ship To

Hattiesburg Police Department
Branden McLemore
300 Klondyke St.
Hattiesburg, MS 39401

Your Sales Rep



Harry Toothaker
334 332-5020

harry.toothaker@pinnacle-networkx.com

Phone 601-544-7900
Fax

Phone 601-544-7900
Fax

12-Inch display
In-car antennas

Terms

P.O. Number

Ship Via

Qty	Description	Unit Price	Ext. Price
10	Panasonic Toughbook Win10 Pro, Intel Core i7-7600U 2.80GHz, vPro, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, 512GB SSD, Intel WiFi a/b/g/n/ac, TPM 2.0, Bluetooth, Dual Pass (Upper:WWAN/Lower:WWAN-GPS), Hello Webcam, 8MP Cam, Insertable Smartcard, Black Cabinet, Toughbook Preferred,	\$2,854.75	\$28,547.50
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10	PANASONIC : Lind 120 Watt 12-32 Volt Input Car Charger	\$110.05	\$1,100.50
10	PANASONIC : Rotating Hand Strap for CF-33.Not compatible with 33 Vehicle Tablet Dock when using CF-33 with both Long Life Battery and Rotating Hand Strap.Includes stylus pen holder and kickstand	\$73.12	\$731.20
30	CRADLEPOINT INC : Rugged, compact router for enterprise and vehicles with LTE Advanced (Cat 6) modem and WiFi for all North America carriers	\$708.81	\$21,264.30
60	CRADLEPOINT INC :170649-000 Black, universal 3G/4G/LTE 2dBi/3dBi antenna with SMA connector for all AER, ARC, COR and MC400 products (1x)	\$13.32	\$799.20
60	CRADLEPOINT 170628-000 Dual-band 2.4/5.0 GHz external WIFI antenna for AER 2100, MBR1400, IBR1100 (single antenna)	\$13.32	\$799.20

SubTotal \$58,825.70

Shipping \$200.00

Total \$59,025.70



/3888 Tallassee Hwy, Wetumpka, AL 36092
t. 888-928-4111 f. 334-472-2030

QUOTE

Number PNQ7616-01

Date Mar 6, 2018

Sold To

Hattiesburg Police Department
Branden McLemore
300 Klondyke St.
Hattiesburg, MS 39401

Ship To

Hattiesburg Police Department
Branden McLemore
300 Klondyke St.
Hattiesburg, MS 39401

Your Sales Rep



Harry Toothaker
334 332-5020

harry.toothaker@pinnacle-networkx.com

Phone 601-544-7900
Fax

Phone 601-544-7900
Fax

12-inch display
(30) 5-in-1 antennas

Terms

P.O. Number

Ship Via

Qty	Description	Unit Price	Ext. Price
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10	PANASONIC : Rotating Hand Strap for CF-33.Not compatible with 33 Vehicle Tablet Dock when using CF-33 with both Long Life Battery and Rotating Hand Strap.Includes stylus pen holder and kickstand	\$73.12	\$731.20
30	CRADLEPOINT INC : Rugged, compact router for enterprise and vehicles with LTE Advanced (Cat 6) modem and WIFI for all North America carriers	\$708.81	\$21,264.30
30	CRADLEPOINT INC : Low profile 5-in-1 MIMO LTE, MIMO WIFI (2.4/5Ghz), & GPS screw mount antenna with 5M cables	\$316.88	\$9,506.40
SubTotal			\$66,733.70
Shipping			\$200.00
Total			\$66,933.70

Approved 4/23/18
Atty. Gen.



**PINNACLE
NETWORK**

73888 Tallassee Hwy, Wetumpka, AL 36092
t. 888-928-4111 f. 334-472-2030

QUOTE

Number PNXQ7628

Date Mar 7, 2018

Sold To

Hattiesburg Police Department
Branden McLemore
300 Klondyke St.
Hattiesburg, MS 39401

Ship To

Hattiesburg Police Department
Branden McLemore
300 Klondyke St.
Hattiesburg, MS 39401

Your Sales Rep



Harry Toothaker
334 332-5020

harry.toothaker@pinnacle-network.com

Phone 601-544-7900
Fax

Phone 601-544-7900
Fax

10.1 Inch display
In-car antenna

Terms

P.O. Number

Ship Via

Qty	Description	Unit Price	Ext. Price
10	PANASONIC : Cust Spec Micro Technologies, Win7 (Win10 Pro COA), vPro, i5-6300U 2.40GHz, 10.1in WUXGA 10-pt Gloved Multi Touch+Digitizer, 256GB SSD, 8GB, Intel WiFi a/b/g/n/ac, TPM1.2, BT, Dual Pass (Ch1:WLAN/Ch2:GPS), Webcam, 8MP Cam, GPS, Toughbook Preferred	\$2,696.49	\$26,964.90
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60	CRADLEPOINT 170628-000 Dual-band 2.4/5.0 GHz external WiFi antenna for AER 2100, MBR1400, IBR1100 (single antenna)	\$13.32	\$799.20

SubTotal \$57,131.40

Shipping \$200.00

Total \$57,331.40



City of Hattiesburg, MS

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

Master

File Number: 2018-428

File ID: 2018-428

Type: Regular Agenda Item

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

Requester: LaTasha McDaniel

File Created: 04/30/2018

Brief Title: Acknowledge no bids were received March 15, 2018, for Term Bid Items #13 and #28 and authorize re-advertisement for bids.

Final Action:

Minute Book Number: MB2018-121

Title:

Acknowledge no bids were received on March 15, 2018 for Term Bid Items #13-Sodium Fluoride & Lime and # 28- replacement parts for aerators at the north and south lagoons for the Water and Sewer Department of the City of Hattiesburg; Authorize re-advertisement for bids.

Notes:

Agenda Date: 05/08/2018

Indexes:

Agenda Number: VII.-9

Sponsors:

Enactment Date:

Attachments: Item #13 - Notice to Bidders Revised, Item #13 - Specifications Revised, Item # 28 - Notice to Bidders Revised, Item # 28 - Specifications Revised, executed Item #13 & Item #28- Notice to Bidders Revised

Enactment Number:

Contact:

Meeting Date: 05/08/2018

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	05/08/2018					

Text of Legislative File 2018-428

Title

Acknowledge no bids were received on March 15, 2018 for Term Bid Items #13-Sodium Fluoride & Lime and # 28- replacement parts for aerators at the north and south lagoons for the Water and Sewer Department of the City of Hattiesburg; Authorize re-advertisement for bids.

Summary

Acknowledge no bids were received March 15, 2018, for Term Bid Items #13 and #28 and authorize re-advertisement for bids.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Hattiesburg Post: May 17, 2018 & May 24, 2018

NOTICE TO BIDDERS

ITEM #13:

SODIUM FLUORASILICATE, SODIUM FLUORIDE, AND LIME FOR THE HATTIESBURG WATER DEPARTMENT

Notice is hereby given that the Mayor and Council of the City of Hattiesburg will receive bids in the following manner:

Un-priced bid proposals will be accepted until 10:00 a.m. on Thursday, June 7, 2018, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401.

Specifications and procedures can be obtained upon request at the Office of the City Clerk or can be downloaded from Central Bidding at www.centralbidding.com. All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary, and agrees to notify all having requested bid packets.

Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

Qualified bidders will be invited to participate in a reverse auction, which will take place on June 21, 2018, at 10:00 a.m.

The City reserves the right to extend the auction time or date if necessary to complete the pre-qualification process.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable state law; but the City reserves the right to reject and all bids and to waive formalities.

Published by Order of the Council on this, the 8th day of May, 2018.

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

Published:

Hattiesburg Post: May 17, 2018 & May 24, 2018

**SPECIFICATIONS FOR ITEM #13:
SODIUM FLUORASILICATE, SODIUM FLUORIDE, AND LIME
FOR THE HATTIESBURG WATER DEPARTMENT**

Bidder shall bid on furnishing Sodium Fluorosilicate and Sodium Fluoride, which meet or exceed the following specifications, to-wit:

- **Sodium Fluorosilicate**, Na_2SiF_6 powder form, white in color
- **Sodium Fluoride**, NaF granular form, white in color
- **BOTH** must meet current AWWA B701-84 specifications: In fifty (50) pound bags
- **Lime**

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants located in the United States. Written certification shall be provided upon request of Hattiesburg Water Department Officials.

Delivery shall be accomplished using a flatbed trailer to accommodate use of a ground level forklift for unloading pallets.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be **FIRM** for a period beginning on July 1, 2018, and ending March 31, 2020, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, **within five (5) working days from issuance of purchase order**, within the hours of 7:00 A.M. and 2:00 P.M., freight prepaid.

The City of Hattiesburg shall not be responsible for any bid sent via U.S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 8th day of May, 2018.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

SPECIFICATIONS APPROVED BY:


WATER DEPARTMENT

ITEM #13
SODIUM FLUORASILICATE, SODIUM FLUORIDE, AND LIME FOR
THE HATTIESBURG WATER DEPARTMENT

ITEM	UNIT BID PRICE
SODIUM FLUORASILICATE 50 LB. BAGS	
SODIUM FLUORIDE 50 LB. BAGS	
LIME 50 LB. BAGS	
TOTAL BID PRICE	

Name of Company

Street / P.O. Address

City / State / Zip Code

Phone / Fax Numbers

Date of Bid

Official's Name and Title

Official's Signature

NOTICE TO BIDDERS

ITEM #28:

REPLACEMENT PARTS FOR AERATORS AT THE LAGOONS FOR THE HATTIESBURG WATER DEPARTMENT

Notice is hereby given that the Mayor and Council of the City of Hattiesburg will receive bids in the following manner:

Un-priced bid proposals will be accepted until 10:00 a.m. on Thursday, June 7, 2018, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401.

Specifications and procedures can be obtained upon request at the Office of the City Clerk or can be downloaded from Central Bidding at www.centralbidding.com. All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary, and agrees to notify all having requested bid packets.

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Qualified bidders will be invited to participate in a reverse auction, which will take place on June 21, 2018, at 10:00 a.m.

The City reserves the right to extend the auction time or date if necessary to complete the pre-qualification process.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable state law; but the City reserves the right to reject and all bids and to waive formalities.

Published by Order of the Council on this, the 8th day of May, 2018.

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

Published:

Hattiesburg Post: May 17, 2018 & May 24, 2018

**SPECIFICATIONS FOR ITEM #28:
REPLACEMENT PARTS FOR AERATORS AT THE LAGOONS FOR THE HATTIESBURG WATER
DEPARTMENT**

Bidder shall bid on furnishing Replacement Parts for Aerators at the North and South Lagoons for the Hattiesburg Water Department, which meet or exceed the following specifications, to-wit:

15 H.P. Motors:

1800 RPM
208-230/460 volts 60 Hz
Motor Frame 254 T
Service Factor 1.25
U.S. Motors Catalog number U15P2D or equivalent

10 H.P. Motors

1800 RPM
208-330/460 volts 60 Hz
Motor frame 215 T
Service Factor 1.25
U.S. Motors catalog number U10P2D or equivalent

Belts

RBX048-2 or equivalent
RBX042-2 or equivalent
RBX040-2 or equivalent

Sheave and bushings

2B8.6 SK QD Sheave
2B4.6 SK QD Sheave
1-5/16 inch SK QD Bushing
1-5/8 inch SK QD Bushing

Gear Boxes

Sumitomo 215G Gear reducer 14:1 ratio or equivalent with taper grip bushing

Bolt-on Bulkhead with four bolt hole pattern or equivalent parts included in the assembly are

2-15/16" x 9" long shaft
3-7/16" plastic bearing
2 15/16" x 3 7/16" Bronze Bushing
3 7/16" Lock Collar

Pontoons

22" x 8' Aluminum floats with foam part number WAF2208F or equivalent
25" x 8' Aluminum floats with foam part number WAF2508F or equivalent
27" x 8' Aluminum floats with foam part number WAF2708F or equivalent

The City will accept the lowest and best bid for all replacement parts for the aerator. Replacement parts will be evaluated on conformance with specifications, quality, and reliability of the vendor, and will be awarded on a part by part basis.

It is not our intention to restrict or inhibit any vendor from bidding other manufacturers and/or parts than those listed in these specifications; however, the parts requested must be compatible with the existing equipment.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on July 1, 2018 and ending March 31, 2020, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, within fourteen (14) working days from issuance of purchase order, freight prepaid.

The City of Hattiesburg shall not be responsible for any bid sent via U.S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and bids received and to waive informalities.

APPROVED on this, the 8th day of May, 2018.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

CITY CLERK

SPECIFICATIONS APPROVED BY:



WATER DEPARTMENT

ITEM #28
REPLACEMENT PARTS FOR AERATORS AT THE LAGOONS FOR THE HATTIESBURG WATER DEPARTMENT

ITEM	MANUFACTURER/MODEL #	UNIT BID PRICE
15 H.P. Motors		
10 H.P. Motors		
RBX048-2 Belt (or equivalent)		
RBX042-2 Belt (or equivalent)		
RBX040-2 Belt (or equivalent)		
2B8.6 SK QD Sheave		
2B4.6 SK QD Sheave		
1-5/16" SK QD Bushing		
1-5/8" SK QD Bushing		
Sumitomo 215G Gear Reducer 14:1 ratio (or equivalent)		
2-15/16" x 9" long shaft		
3-7/16" plastic bearing		

2 15/16" x 3 7/16" Bronze Bushing		
3 7/16" Lock Collar		
22" x 8' Aluminum floats		
25" x 8' Aluminum floats		
27" x 8' Aluminum floats		
TOTAL BID PRICE		

Name of Company

Street / P.O. Address

City / State / Zip Code

Phone / Fax Numbers

Date of Bid

Official's Name and Title

Official's Signature

NOTICE TO BIDDERS

ITEM #13:

SODIUM FLUORASILICATE, SODIUM FLUORIDE, AND LIME FOR THE HATTIESBURG WATER DEPARTMENT

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Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

Qualified bidders will be invited to participate in a reverse auction, which will take place on June 21, 2018, at 10:00 a.m.

The City reserves the right to extend the auction time or date if necessary to complete the pre-qualification process.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable state law; but the City reserves the right to reject and all bids and to waive formalities.

Published by Order of the Council on this, the 8th day of May, 2018.

CITY OF HATTIESBURG, MISSISSIPPI



CITY CLERK

Published:

Hattiesburg Post: May 17, 2018 & May 24, 2018

**SPECIFICATIONS FOR ITEM #13:
SODIUM FLUORASILICATE, SODIUM FLUORIDE, AND LIME
FOR THE HATTIESBURG WATER DEPARTMENT**

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- **Sodium Fluoride**, NaF granular form, white in color
- **BOTH** must meet current AWWA B701-84 specifications: In fifty (50) pound bags
- **Lime**

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants located in the United States. Written certification shall be provided upon request of Hattiesburg Water Department Officials.

Delivery shall be accomplished using a flatbed trailer to accommodate use of a ground level forklift for unloading pallets.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on July 1, 2018, and ending March 31, 2020, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, **within five (5) working days from issuance of purchase order**, within the hours of 7:00 A.M. and 2:00 P.M., freight prepaid.

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APPROVED on this, the 8th day of May, 2018.

CITY OF HATTIESBURG, MISSISSIPPI

BY: 
CITY CLERK

SPECIFICATIONS APPROVED BY:


WATER DEPARTMENT

ITEM #13
SODIUM FLUORASILICATE, SODIUM FLUORIDE, AND LIME FOR
THE HATTIESBURG WATER DEPARTMENT

ITEM	UNIT BID PRICE
SODIUM FLUORASILICATE 50 LB. BAGS	
SODIUM FLUORIDE 50 LB. BAGS	
LIME 50 LB. BAGS	
TOTAL BID PRICE	

Name of Company

Street / P.O. Address

City / State / Zip Code

Phone / Fax Numbers

Date of Bid

Official's Name and Title

Official's Signature

NOTICE TO BIDDERS

ITEM #28:

REPLACEMENT PARTS FOR AERATORS AT THE LAGOONS FOR THE HATTIESBURG WATER DEPARTMENT

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Published by Order of the Council on this, the 8th day of May, 2018.

CITY OF HATTIESBURG, MISSISSIPPI



CITY CLERK

Published:

Hattiesburg Post: May 17, 2018 & May 24, 2018

**SPECIFICATIONS FOR ITEM #28:
REPLACEMENT PARTS FOR AERATORS AT THE LAGOONS FOR THE HATTIESBURG WATER
DEPARTMENT**

Bidder shall bid on furnishing Replacement Parts for Aerators at the North and South Lagoons for the Hattiesburg Water Department, which meet or exceed the following specifications, to-wit:

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1800 RPM
208-230/460 volts 60 Hz
Motor Frame 254 T
Service Factor 1.25
U.S. Motors Catalog number U15P2D or equivalent

10 H.P. Motors

1800 RPM
208-330/460 volts 60 Hz
Motor frame 215 T
Service Factor 1.25
U.S. Motors catalog number U10P2D or equivalent

Belts

RBX048-2 or equivalent
RBX042-2 or equivalent
RBX040-2 or equivalent

Sheave and bushings

2B8.6 SK QD Sheave
2B4.6 SK QD Sheave
1-5/16 inch SK QD Bushing
1-5/8 inch SK QD Bushing

Gear Boxes

Sumitomo 215G Gear reducer 14:1 ratio or equivalent with taper grip bushing

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3-7/16" plastic bearing
2 15/16" x 3 7/16" Bronze Bushing
3 7/16" Lock Collar

Pontoons

22" x 8' Aluminum floats with foam part number WAF2208F or equivalent
25" x 8' Aluminum floats with foam part number WAF2508F or equivalent
27" x 8' Aluminum floats with foam part number WAF2708F or equivalent

The City will accept the lowest and best bid for all replacement parts for the aerator. Replacement parts will be evaluated on conformance with specifications, quality, and reliability of the vendor, and will be awarded on a part by part basis.

It is not our intention to restrict or inhibit any vendor from bidding other manufacturers and/or parts than those listed in these specifications; however, the parts requested must be compatible with the existing equipment.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on July 1, 2018 and ending March 31, 2020, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, **within fourteen (14) working days from issuance of purchase order**, freight prepaid.

The City of Hattiesburg shall not be responsible for any bid sent via U.S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and bids received and to waive informalities.

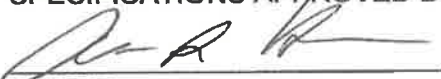
APPROVED on this, the 8th day of May, 2018.

CITY OF HATTIESBURG, MISSISSIPPI

BY: 

CITY CLERK

SPECIFICATIONS APPROVED BY:


WATER DEPARTMENT

ITEM #28
REPLACEMENT PARTS FOR AERATORS AT THE LAGOONS FOR THE HATTIESBURG WATER DEPARTMENT

ITEM	MANUFACTURER/MODEL #	UNIT BID PRICE
15 H.P. Motors		
10 H.P. Motors		
RBX048-2 Belt (or equivalent)		
RBX042-2 Belt (or equivalent)		
RBX040-2 Belt (or equivalent)		
2B8.6 SK QD Sheave		
2B4.6 SK QD Sheave		
1-5/16" SK QD Bushing		
1-5/8" SK QD Bushing		
Sumitomo 215G Gear Reducer 14:1 ratio (or equivalent)		
2-15/16" x 9" long shaft		
3-7/16" plastic bearing		

2 15/16" x 3 7/16" Bronze Bushing		
3 7/16" Lock Collar		
22" x 8' Aluminum floats		
25" x 8' Aluminum floats		
27" x 8' Aluminum floats		
TOTAL BID PRICE		

Name of Company

Street / P.O. Address

City / State / Zip Code

Phone / Fax Numbers

Date of Bid

Official's Name and Title

Official's Signature



City of Hattiesburg, MS

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

Master

File Number: 2018-437

File ID: 2018-437

Type: Regular Agenda Item

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

Requester: LaTasha McDaniel

File Created: 05/01/2018

Brief Title: Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #21 for the Public Works Department.

Final Action:

Minute Book Number: MB2018-121

Title:

Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #21 (Sand, Gravel, and Fill Dirt) for the City of Hattiesburg Public Works Department.

Notes:

Agenda Date: 05/08/2018

Indexes:

Agenda Number: VII.-10

Sponsors:

Enactment Date:

Attachments: Item #21 - Notice to Bidders, Item #21 - Specifications, executed Item #21 - Notice to Bidders

Enactment Number:

Contact:

Meeting Date: 05/08/2018

Drafter: LaTasha McDaniel

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	05/08/2018					

Text of Legislative File 2018-437

Title

Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #21 (Sand, Gravel, and Fill Dirt) for the City of Hattiesburg Public Works Department.

Summary

Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #21 for the Public Works Department.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Hattiesburg Post: May 17, 2018 and May 24, 2018

NOTICE TO BIDDERS

ITEM #21:

SAND, GRAVEL AND FILL DIRT FOR THE PUBLIC SERVICES DEPARTMENT

Notice is hereby given that the Mayor and Council of the City of Hattiesburg will receive bids in the following manner:

Un-priced bid proposals will be accepted until 10:00 a.m. on Thursday, June 7, 2018, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401.

Specifications and procedures can be obtained upon request at the Office of the City Clerk or can be downloaded from Central Bidding at www.centralbidding.com. All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary, and agrees to notify all having requested bid packets.

Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

Qualified bidders will be invited to participate in a reverse auction, which will take place on June 21, 2018, at 10:00 a.m.

The City reserves the right to extend the auction time or date if necessary to complete the pre-qualification process.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable state law; but the City reserves the right to reject and all bids and to waive formalities.

Published by Order of the Council on this, the 8th day of May, 2018.

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

Published:

Hattiesburg Post: May 17, 2018 & May 24, 2018

**SPECIFICATIONS FOR ITEM #21:
SAND, GRAVEL AND FILL DIRT FOR THE PUBLIC SERVICES DEPARTMENT**

Bidder shall quote prices per ton on the following:

Washed Road Gravel
Concrete Gravel
Pea Gravel
Torpedo Gravel
Crushed Gravel

Shaker Sand
Concrete Sand
Mason Sand
Road Bed Topping

Bidder shall quote prices per cubic yard on the following:

Clay Gravel
Top Soil
Fill Dirt (Plastic Index - P.I. 10-15)

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on July 1, 2018, and ending March 31, 2020, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: Prices to be given for above items dumped in City trucks at pit, and F.O.B. Hattiesburg, Mississippi, hauled and placed at job site as directed by the City.

The City of Hattiesburg shall not be responsible for any bid sent via U.S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 8TH day of May, 2018.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

SPECIFICATIONS APPROVED BY:


Public Services Department

ITEM #21:
SAND, GRAVEL AND FILL DIRT FOR THE PUBLIC SERVICES DEPARTMENT

ITEMS	UOM	AT THE PIT UNIT BID PRICE	DELIVERED UNIT BID PRICE
WASHED ROAD GRAVEL	TON		
CONCRETE GRAVEL	TON		
PEA GRAVEL	TON		
TORPEDO GRAVEL	TON		
CRUSHED GRAVEL	TON		
SHAKER SAND	TON		
CONCRETE SAND	TON		
MASON SAND	TON		
ROAD BED TOPPING	TON		
CLAY GRAVEL	CY		
TOP SOIL	CY		
FILL DIRT	CY		
TOTAL			

Name of Company

Street / P.O. Address

City / State / Zip Code

Phone / Fax Numbers

Date of Bid

Official's Name and Title

Official's Signature

NOTICE TO BIDDERS

ITEM #21:

SAND, GRAVEL AND FILL DIRT FOR THE PUBLIC SERVICES DEPARTMENT

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Specifications and procedures can be obtained upon request at the Office of the City Clerk or can be downloaded from Central Bidding at www.centralbidding.com. All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary, and agrees to notify all having requested bid packets.

Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

Qualified bidders will be invited to participate in a reverse auction, which will take place on June 21, 2018, at 10:00 a.m.

The City reserves the right to extend the auction time or date if necessary to complete the pre-qualification process.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable state law; but the City reserves the right to reject all bids and to waive formalities.

Published by Order of the Council on this, the 8th day of May, 2018.

CITY OF HATTIESBURG, MISSISSIPPI



CITY CLERK

Published:

Hattiesburg Post: May 17, 2018 & May 24, 2018

**SPECIFICATIONS FOR ITEM #21:
SAND, GRAVEL AND FILL DIRT FOR THE PUBLIC SERVICES DEPARTMENT**

Bidder shall quote prices per ton on the following:

Washed Road Gravel
Concrete Gravel
Pea Gravel
Torpedo Gravel
Crushed Gravel

Shaker Sand
Concrete Sand
Mason Sand
Road Bed Topping

Bidder shall quote prices per cubic yard on the following:

Clay Gravel
Top Soil
Fill Dirt (Plastic Index - P.I. 10-15)

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on July 1, 2018, and ending March 31, 2020, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: Prices to be given for above items dumped in City trucks at pit, and F.O.B. Hattiesburg, Mississippi, hauled and placed at job site as directed by the City.

The City of Hattiesburg shall not be responsible for any bid sent via U.S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 8TH day of May, 2018.

CITY OF HATTIESBURG, MISSISSIPPI

BY: 

CITY CLERK

SPECIFICATIONS APPROVED BY:


Public Services Department

ITEM #21:
SAND, GRAVEL AND FILL DIRT FOR THE PUBLIC SERVICES DEPARTMENT

ITEMS	UOM	AT THE PIT UNIT BID PRICE	DELIVERED UNIT BID PRICE
WASHED ROAD GRAVEL	TON		
CONCRETE GRAVEL	TON		
PEA GRAVEL	TON		
TORPEDO GRAVEL	TON		
CRUSHED GRAVEL	TON		
SHAKER SAND	TON		
CONCRETE SAND	TON		
MASON SAND	TON		
ROAD BED TOPPING	TON		
CLAY GRAVEL	CY		
TOP SOIL	CY		
FILL DIRT	CY		
TOTAL			

Name of Company

Street / P.O. Address

City / State / Zip Code

Phone / Fax Numbers

Date of Bid

Official's Name and Title

Official's Signature



City of Hattiesburg, MS

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

Master

File Number: 2018-434

File ID: 2018-434

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 04/30/2018

Brief Title: Approve Plans and Specifications for the Bobby L. Chain Municipal Airport Taxiway A Extension Part 2 Project; Authorize publication of Advertisement for Bidders for same.

Final Action:

Minute Book Number: MB2018-121

Title:

Approve Plans and Specifications for the Bobby L. Chain Municipal Airport Taxiway A Extension Part 2 Project; Authorize publication of Advertisement for Bids for same.

Notes:

Agenda Date: 05/08/2018

Indexes:

Agenda Number: VII.-11

Sponsors:

Enactment Date:

Attachments: Hattiesburg Taxiway A Extension Part 2 Plans - Revised, Hattiesburg Taxiway A Extension Part 2 - Spec Book, Advertisement for Bidders, executed Advertisement for Bidders for the Bobby L. Chain Municipal Airport Taxiway A ext. Part 2 Project

Enactment Number:

Contact:

Meeting Date: 05/08/2018

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	05/08/2018					

Text of Legislative File 2018-434

Title

Approve Plans and Specifications for the Bobby L. Chain Municipal Airport Taxiway A Extension Part 2 Project; Authorize publication of Advertisement for Bids for same.

Summary

Approve Plans and Specifications for the Bobby L. Chain Municipal Airport Taxiway A Extension Part 2 Project; Authorize publication of Advertisement for Bids for same.

***PLANS OF PROPOSED
CITY OF HATTIESBURG
BOBBY L. CHAIN MUNICIPAL AIRPORT
TAXIWAY A EXTENSION PART 2***

***CITY OF HATTIESBURG, MISSISSIPPI
FORREST COUNTY***

AIP NO. 3-28-0031-0025-2018

APRIL 2018

MAYOR
TOBY BARKER

CITY COUNCIL

JEFFREY GEORGE, WARD 1

DEBORAH DELGADO, WARD 2

CARTER CARROLL, WARD 3

MARY DRYDEN, WARD 4

NICHOLAS BROWN, WARD 5

SUBMITTED BY:

ARE SM
CONSULTANTS

*DESIGN & MANAGEMENT
PROFESSIONALS*

SHREVEPORT, LOUISIANA
HAMMOND, LOUISIANA

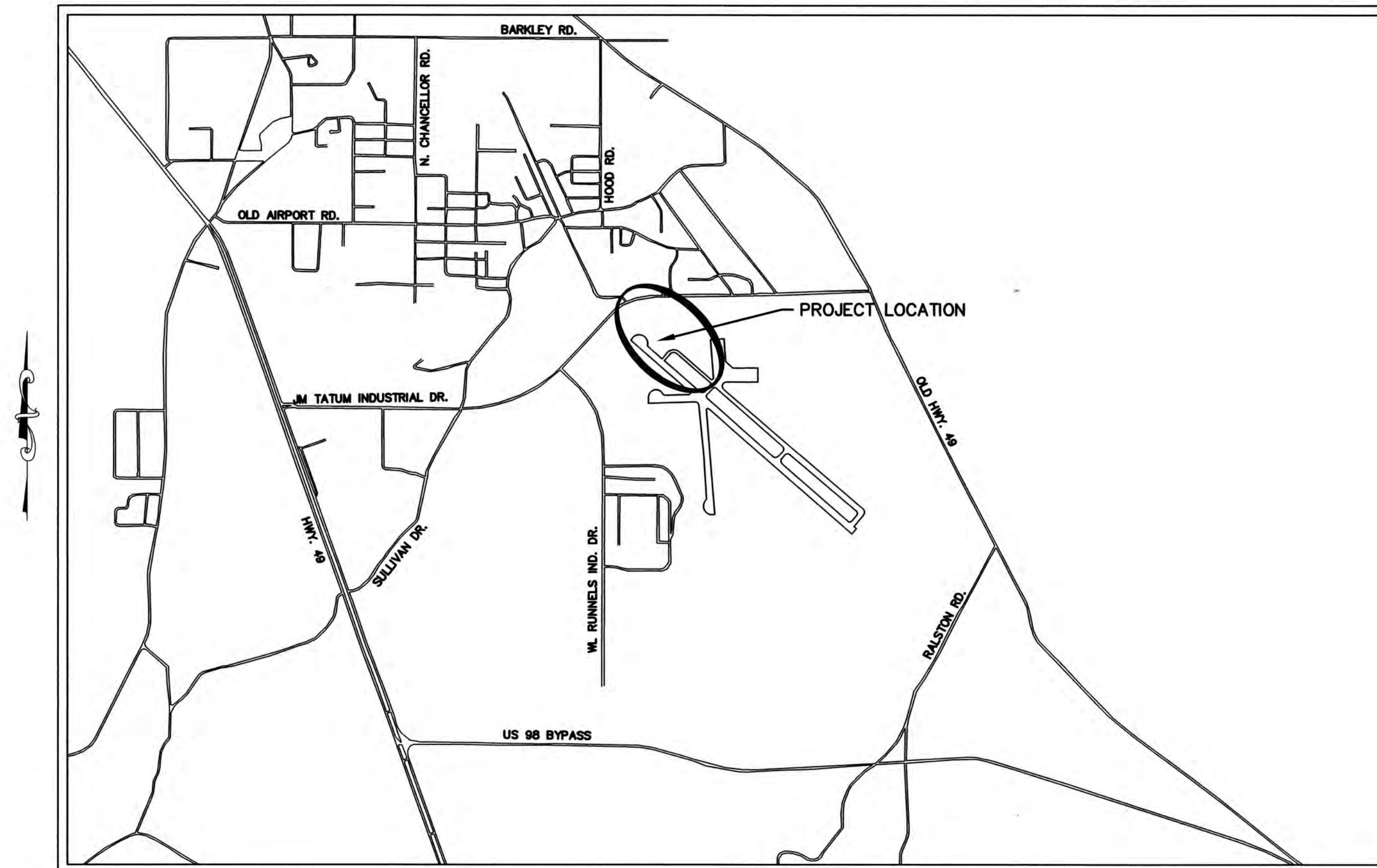
EJES
INCORPORATED

201 WILKINSON STREET
SHREVEPORT, LA. 71104

4-20-2018

JERON ROGERS, PE
P.E. No. 18449

INDEX TO SHEET	
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	GENERAL LAYOUT PLAN
3	QUANTITIES & GENERAL NOTES
4	CONSTRUCTION SEQUENCE PLAN
5	TYPICAL SECTION & DETAILS
6-7	PLAN & PROFILE
8	PAVEMENT MARKING PLAN
9A-C	TAXIWAY LIGHTING MODIFICATIONS & ADDITIONS
10	DRAINAGE & INTERSECTION GRADING
11	DRAINAGE SECTION & DETAILS
12-13	EROSION CONTROL MEASURES
14-16	CROSS SECTIONS

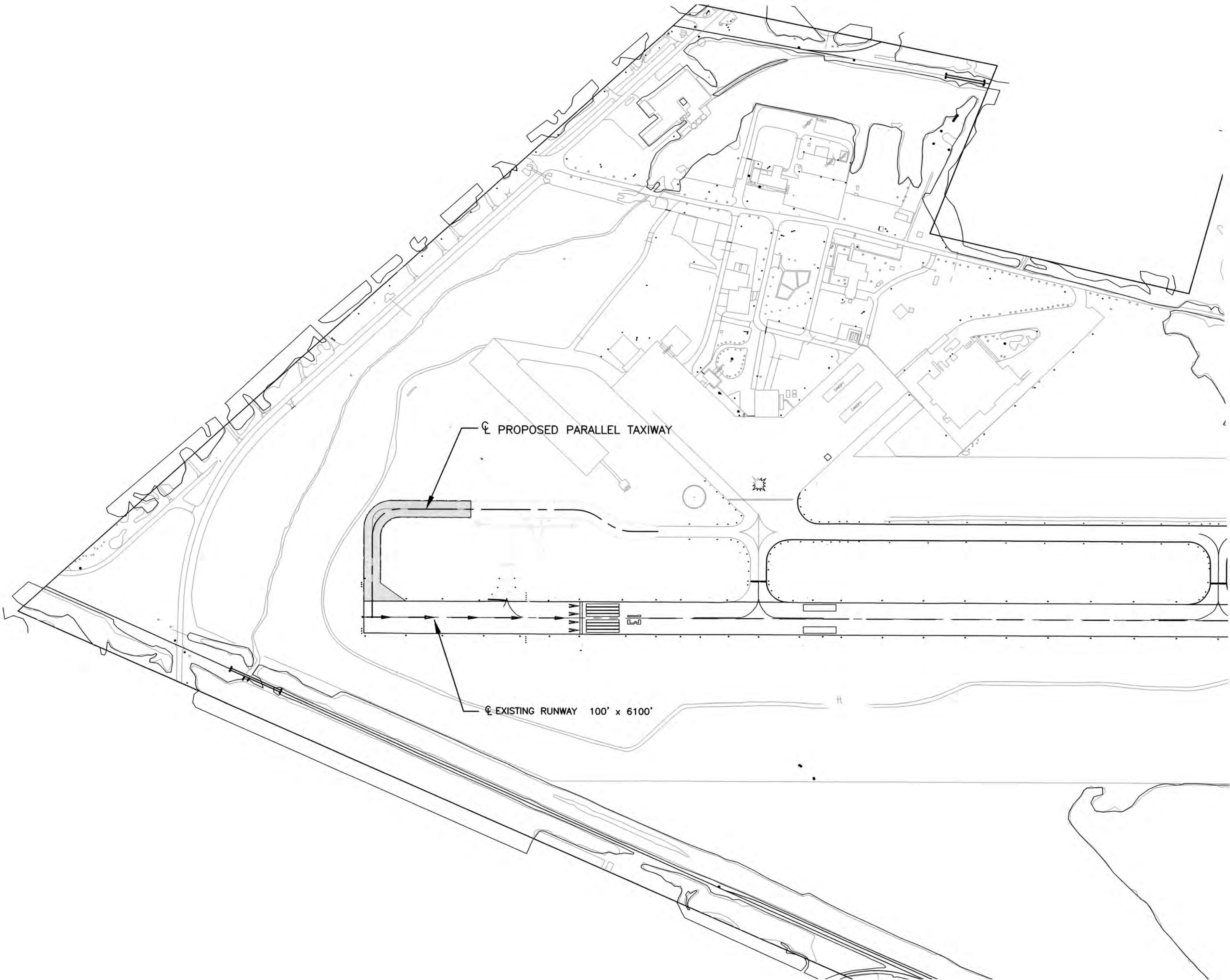
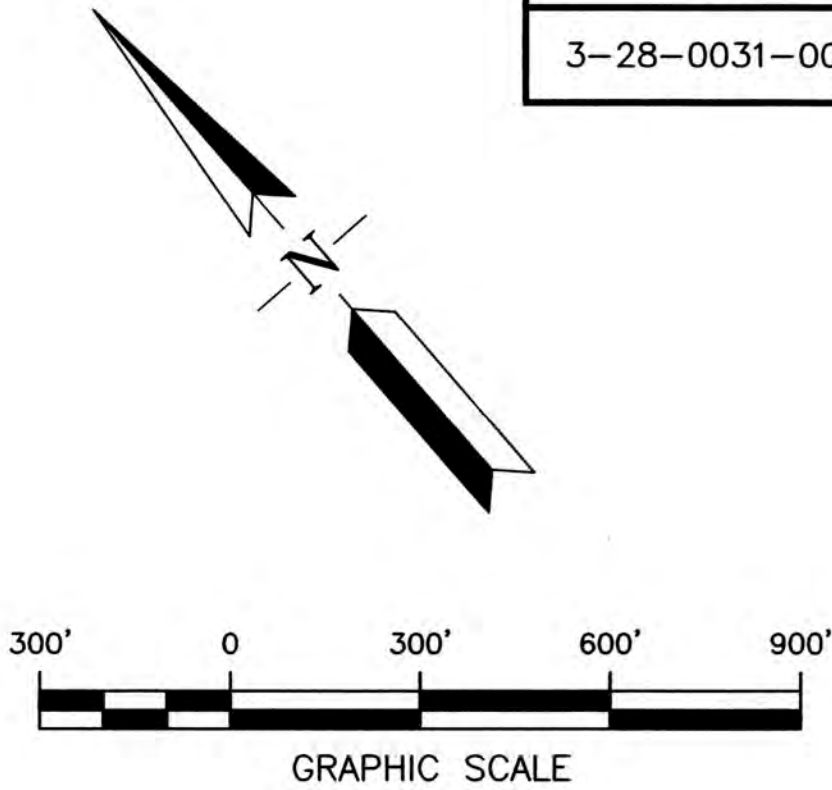


LOCATION MAP

TYPE OF CONSTRUCTION: DRAINAGE, PAVING, ELECTRICAL, PAVEMENT MARKING

SCHEDULE OF REVISIONS					
DATE	RECOMMENDED	DATE	REVISION	DATE	APPROVED

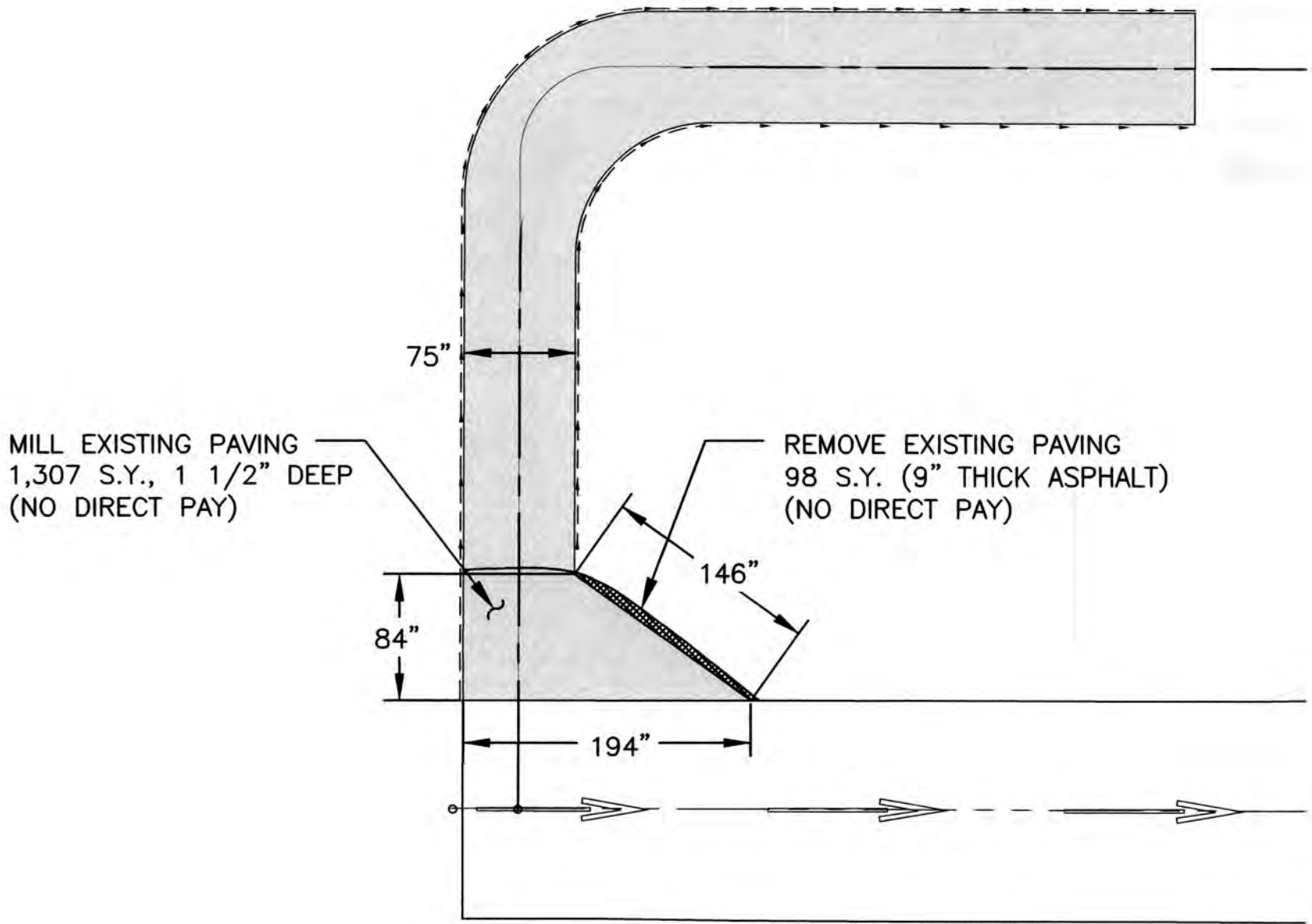
AIP NO.	STATE PROJECT NO.		SHEET NO.	
3-28-0031-0025-2018				



GENERAL LAYOUT PLAN

LEGEND

PROJECT



DEMOLITION PLAN
SCALE: 1"=100'



NO.	REVISION	BY

GENERAL LAYOUT PLAN

TAXIWAY A EXTENSION PART 2
HATTIESBURG, MISSISSIPPI



DESIGN & MANAGEMENT
PROFESSIONALS

SHREVEPORT, LOUISIANA
HAMMOND, LOUISIANA

DRAWN BY	CHECKED BY	JOB NO.	SCALE	DATE	SHEET
G.H.	J.R.	18-0306	1"=300'	04/18	02

SUMMARY OF ESTIMATED QUANTITIES

PROPOSED TAXIWAY				
ITEM NO.	ITEM	QUANTITY (BASE BID)		UNIT
P-151	CLEARING & DEMOLITION	L.S.		LUMP SUM
P-152-4.1	UNCLASSIFIED EXCAVATION	2400		C.Y.
P-152-4.1	UNCLASSIFIED EXCAVATION (NON PARTICIPATING)	150		C.Y.
P-152-4.2	EMBANKMENT IN PLACE	1900		C.Y.
P-152-4.2	EMBANKMENT IN PLACE (NON PARTICIPATING)	270		C.Y.
P-209	CRUSHED AGGREGATE BASE COURSE	1656		C.Y.
P-209	CRUSHED AGGREGATE BASE COURSE (NON PARTICIPATING)	644		C.Y.
P-401-8.1(A)	BITUMINOUS SURFACE COURSE	1225		C.Y.
P-401-8.1(A)	BITUMINOUS SURFACE COURSE (NON PARTICIPATING)	325		C.Y.
P-602	BITUMINOUS PRIME COAT	1620		GAL
P-602	BITUMINOUS PRIME COAT (NON PARTICIPATING)	380		GAL
P-603	BITUMINOUS TACK COAT	1520		GAL
P-603	BITUMINOUS TACK COAT (NON PARTICIPATING)	480		GAL
P-620-5.1(A)	RUNWAY AND TAXIWAY PAINTING	3050		S.F.
D-701-5.1(D)	36" PIPE	84		L.F.
D-705-5.5(B)	6" UNDERDRAIN COMPLETE (INCLUDING POROUS BACKFILL & FILTER FABRIC)	1700		L.F.
D-751-5.2	INLET	1		EACH
T-901-5.1	TURFING (SEED, FERTILIZER & MULCH)	3		ACRE
S001	MOBILIZATION	L.S.		LUMP SUM
S002	SEMIFLUSH MARKER FOR TAXIWAY CENTERLINE	22		EACH
S003	CONSTRUCTION LAYOUT	L.S.		LUMP SUM
S005	TAXIWAY LIGHTING MODIFICATIONS & ADDITIONS	L.S.		LUMP SUM
I-3.2	ADDITIONAL INSURANCE PREMIUM (NON PARTICIPATING)	L.S.		LUMP SUM

GENERAL NOTES

1. EXISTING UNDERGROUND UTILITY LINES ARE NOT SHOWN ON THESE PLANS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL UTILITY COMPANIES FIELD LOCATE THEIR EQUIPMENT AND FACILITIES PRIOR TO CONSTRUCTION. THE CITY OF BOGALUSA AND THE ENGINEER ASSUME NO LIABILITY FOR DAMAGES TO UTILITY LINES CAUSED BY THE CONTRACTOR. CALL "LA ONE CALL" AT 1-800-272-3020 AND UTILITY COMPANY.
2. CONTRACTOR SHALL FIELD VERIFY LOCATION AND GRADE OF ALL PROPOSED IMPROVEMENTS. CONFLICTS OR DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER.
3. CONTRACTOR SHALL REPAIR DAMAGE TO EXISTING PAVEMENT, WALKS AND OTHER FACILITIES CAUSED BY CONSTRUCTION AT NO ADDITIONAL PAY.
4. ALL REQUIRED CONSTRUCTION SIGNS, BARRICADES, AND WORK ZONE TRAFFIC CONTROL SHALL COMPLY WITH FEDERAL AVIATION ADMINISTRATION REQUIREMENTS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL DISTURBED EARTH AREAS TO AN EQUAL OR BETTER CONDITION THAN THE EXISTING GROUND COVER PRIOR TO CONSTRUCTION.
6. THE CONTRACTOR IS TO IMPLEMENT BEST-MANAGEMENT PRACTICES FOR CONSTRUCTION ACTIVITIES TO CONTROL RUNOFF FROM CONSTRUCTION. CONTRACTOR SHALL SUPPLY AND INSTALL SILT FENCES, HAY BALES, CHECK DAMS, SILTING BASINS, OR A COMBINATION THEREOF, TO COMPLY WITH EPA STORM-WATER REGULATIONS AT NO ADDITIONAL PAY.
7. ALL EXCESS EXCAVATION AND DEBRIS CREATED BY CONSTRUCTION SHALL BE REMOVED FROM THE SITE AND DISPOSED OF BY THE CONTRACTOR. CONTRACTOR SHALL KEEP ALL ADJACENT PUBLIC STREETS AND DRIVEWAYS FREE OF MUD AND OTHER DEBRIS DURING CONSTRUCTION.

LEGEND

EXISTING		REQUIRED		EXISTING	
ASPHALT PATCH (12" FULL DEPTH)		TELEPHONE JUNCTION BOX			
ASPHALT OVERLAY		TELEPHONE POLE			
ASPHALT PAVEMENT		POWER POLE			
CONCRETE PAVEMENT		GUY WIRE W/ ANCHOR			
DITCH OR DRAINAGE THREAD		ELECTRIC SERVICE BOX			
LIGHT POLE		SPOT ELEVATION			
TURFING LIMITS		C.M.P. OR R.CP.			
FINISH GRADE		FENCE			
UNDERDRAIN					
UNDERDRAIN JUNCTION BOX					
SACKED REVETMENT (4" DEEP)					
CONTOUR LINE					



NO.	REVISION	BY

QUANTITIES AND GENERAL NOTES

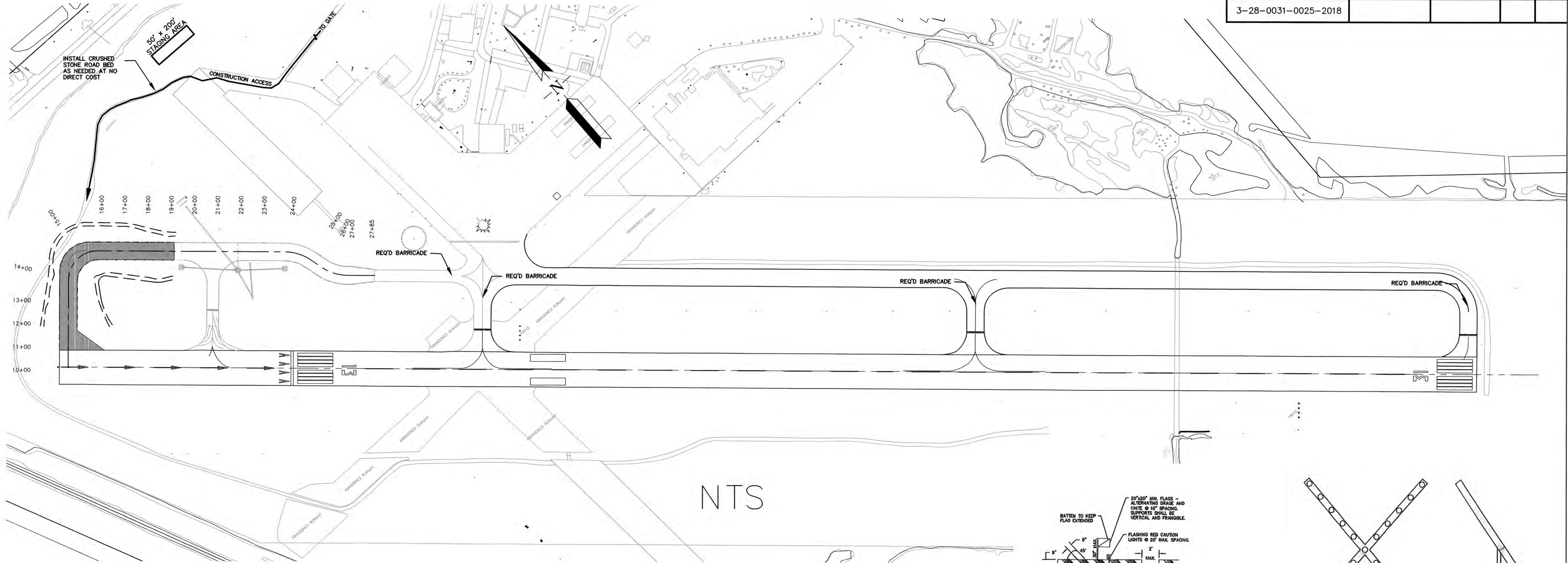
TAXIWAY A EXTENSION PART 2
HATTIESBURG, MISSISSIPPI



DESIGN & MANAGEMENT
PROFESSIONALS

SHREVEPORT, LOUISIANA
HAMMOND, LOUISIANA

DRAWN BY	CHECKED BY	JOB NO.	SCALE	DATE	SHEET
G.H.	J.R.	18-0306		04/18	03



NTS

CONSTRUCTION CONTROL AND SAFETY NOTES

1. THE RUNWAY IS TO REMAIN OPEN THROUGHOUT CONSTRUCTION WITH THE EXCEPTION OF CLOSING 21 DAYS WHILE WORKING IN THE RUNWAY SAFETY AREA. IN THE EVENT THE RUNWAY MUST BE CLOSED DUE TO CONSTRUCTION, IT WILL BE CLOSED USING PROPER PROCEDURES AS DESCRIBED BY THE FAA. THIS WILL INCLUDE LIGHTED "X" OVER BOTH RUNWAY END IDENTIFICATION MARKINGS. THE CONTRACTOR SHALL COORDINATE WITH THE AIRPORT MANAGER OR HIS DESIGNATED REPRESENTATIVE FOR POSTING OF NOTAMS TO THE FAA AND FLIGHT SERVICES. THIS WILL INCLUDE CLOSURE AND NOTIFICATION OF CLOSURE TO ILS SYSTEMS OF THE AIRPORT.
2. THE CONTRACTOR SHALL BECOME FAMILIAR WITH ALL REQUIREMENTS APPLICABLE TO AIRPORT CONSTRUCTION AND COOPERATE WITH THE ENGINEER IN MAINTAINING A SAFE CONSTRUCTION SITE.
3. IT IS A GENERAL REQUIREMENT OF THIS PROJECT THAT THE CONTRACTOR BECOME FAMILIAR WITH ALL SECURITY ASPECTS AND RECOGNIZES THAT FROM TIME-TO-TIME THE OWNER MAY REVISE OR MODIFY THIS PROGRAM TO ENSURE SAFETY OR TO MEET FEDERAL REGULATIONS.
4. WHERE SECURITY GATES ARE TO BE INSTALLED OR USED PRIMARILY BY THE CONTRACTOR, SPECIFIC GUIDELINES MUST BE FOLLOWED.
5. THE CONTRACTOR WILL STRICTLY CONFINE THE ACTIVITIES OF ALL PERSONNEL AND EQUIPMENT TO THE WORK AREAS INDICATED FOR THIS CONTRACT.
6. THE SAFETY OF THE PROJECT IS THE ULTIMATE RESPONSIBILITY OF THE CONTRACTOR AND THIS KNOWLEDGE MUST BE DEMONSTRATED BY SUBMITTING A SCHEDULE AND DETAILED SAFETY PLAN USING THIS DOCUMENT AS A MINIMUM GUIDELINE FOR APPROVAL BY THE CONSULTING ENGINEER BEFORE CONSTRUCTION.
7. THE FIELD ENGINEER RESERVES THE RIGHT TO MODIFY THESE SAFETY GUIDELINES AS DEEMED NECESSARY TO HOLD AIRPORT/AIRCRAFT SAFETY AND QUALITY CONTROL TO THE HIGHEST STANDARD.
8. THE CONTRACTOR SHALL PAY PARTICULAR ATTENTION TO THE DUST AND SMOKE CONTROL REQUIREMENTS OF THIS CONTRACT. THE OPERATIONS OF RUNWAYS, TAXIWAYS, AND ASSOCIATED NAVAIDS ARE ESPECIALLY SENSITIVE TO DUST AND SMOKE. THE ENGINEER RESERVES THE RIGHT TO STOP GRADING, HAULING, OR OTHER WORK IF NECESSARY TO BRING UNDER CONTROL THE DUST OR SMOKE SITUATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST AND SMOKE CONTROL WITHIN THE CONSTRUCTION LIMITS AS WELL AS ALONG ANY ROADWAYS USED BY EQUIPMENT AND VEHICLES. FAILURE TO CONTROL DUST AND SMOKE MAY RESULT IN PROJECT SUSPENSION.
9. ALL TRAFFIC WILL BE STRICTLY DIRECTED TO NOT TRAVEL ON THE RUNWAY PAVEMENT.
10. THE CONTRACTOR SHALL FULLY MOBILIZE A SUFFICIENT NUMBER OF WATER TRUCKS ON SITE. THESE WATER TRUCKS WILL BE USED CONTINUOUSLY FOR DUST CONTROL, AS ASSOCIATED NAVAIDS ARE ESPECIALLY SENSITIVE TO DUST; ALL WATERING WILL BE DIRECTED BY THE CONTRACTOR AND OVERSEEN BY THE FIELD ENGINEER.
11. THE MOISTURE CONTENT OF THE EMBANKMENT IN PLACE WILL REQUIRE CONTINUOUS MODIFICATION FOR OBTAINING THE REQUIRED DENSITY AND ALSO FOR DUST CONTROL.
12. THE CONTRACTOR IS RESPONSIBLE FOR SECURING THE AIRPORT AT NIGHT AND ENSURING BARRICADES ARE IN PLACE AND LIGHTS ARE FUNCTIONING.
13. ALL SYSTEMS TESTING MUST BE SUPERVISED OR APPROVED BY THE FIELD ENGINEER AND/OR A REPRESENTATIVE OF THE LOUISIANA DEPARTMENT OF AVIATION.
14. THE LOCATION AND SIZE OF THE CONTRACTOR'S STAGING AREAS IS SHOWN FOR REFERENCE ONLY. THE ACTUAL SIZE AND EXACT LOCATION WILL BE ESTABLISHED PRIOR TO CONSTRUCTION. THE FOLLOWING REQUIREMENTS WILL APPLY, HOWEVER:
 - A. ALL OF THE CONTRACTOR'S ACTIVITY WILL BE STAGED FROM THIS AREA. ALL FIELD OFFICE AND EMPLOYEE PARKING WILL BE WITHIN THE STAGING AREA OUTSIDE THE AIRPORT SECURITY AS SHOWN.
 - B. FENCING AROUND THE PROPOSED STAGING AREA IS SUGGESTED BUT NOT MANDATORY. SUCH FENCING SHALL BE CONSIDERED TEMPORARY AND WILL NOT BE MEASURED FOR PAVEMENT.
 - C. THE CONTRACTOR MAY DO SOME GRADING AND DRAINAGE WORK TO ADAPT THE AREA TO SPECIFIC NEEDS. UPON COMPLETION OF THE WORK, HOWEVER, THE AREA WILL BE DRESSED, SEEDED, AND RESTORED TO ITS CONDITION PRIOR TO CONSTRUCTION ACTIVITIES.
 - D. THE CONTRACTOR SHALL SUBMIT A DETAILED PLAN LAYOUT OF THE STAGING AREA TO THE ENGINEER FOR REVIEW AND APPROVAL.
 - E. THE CONTRACTOR SHALL PROVIDE SIGNS, FABRICATED IN A COMMERCIAL SIGN SHOP, INDICATING THE NAME OF THE CONTRACTOR AND A MESSAGE DIRECTING ALL MATERIAL DELIVERIES TO THE STAGING AREA. THESE SIGNS SHALL BE LOCATED AT THE ENTRANCE TO THE STAGING AREA OFF THE PUBLIC ROADWAY. THE COST OF FABRICATING AND ERECTION OF THESE SIGNS SHALL BE INCLUDED IN OTHER ITEMS.
15. PER THE FAA, PROVIDE AT LEAST 48 HOURS NOTICE TO THE AIRPORT MANAGER WHEN THERE IS A NEEDED NOTAM (NOTICE TO AIRMEN).

SEEDING, FERTILIZING & MULCHING NOTES:

1. STORAGE, HANDLING, TRANSPORTATION AND DISTRIBUTION WILL BE AS DIRECTED BY FIELD ENGINEER.
2. NO STRAW OR HAY SHALL BE ALLOWED TO BLOW AWAY FROM THE WORK AREAS OR ONTO THE RUNWAY.
3. ANY TAR, MULCH, OR SEED THAT COVERS ANY ELECTRICAL ITEM OR OTHER EQUIPMENT WILL BE REMOVED THAT SAME DAY.
4. ALL AIRPORT EQUIPMENT SHALL BE CLEANED OF ANY TURFING MATERIAL THE SAME DAY AS DIRECTED BY FIELD ENGINEER.

CONSTRUCTION SEQUENCE

Phase I

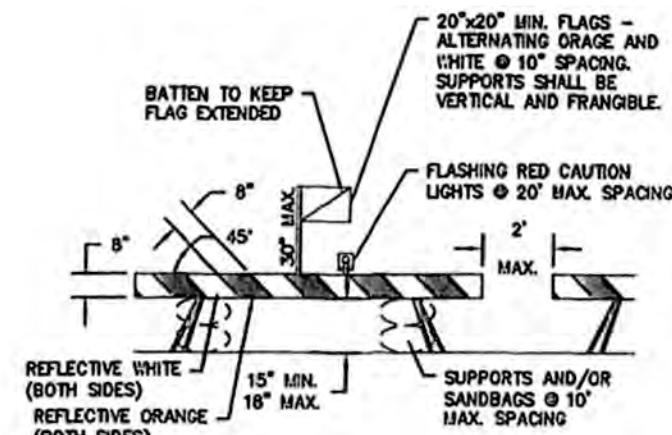
1. ESTABLISH CONTRACTOR STAGING AREA AND MOBILIZE ALL CONSTRUCTION EQUIPMENT.
2. CLEAR AND GRUB.
3. GRADING AND PAVING FOR PROPOSED TAXIWAY OUTSIDE RUNWAY SAFETY AREA.

Phase II

1. FINAL GRADING AND PAVING FOR PROPOSED TAXIWAY WITHIN THE RUNWAY SAFETY AREA.

Phase III

1. UPON ACCEPTANCE OF EARTHWORK AND DRAINAGE, SEED AND FERTILIZE ALL DISTURBED AREA WITHIN WORKING AREA.
2. CHECK ALL PERMANENT EROSION CONTROL STRUCTURES AND REPAIR IF NECESSARY.
3. REMOVE ALL EQUIPMENT AND CONTRACTOR STAGING AREA.

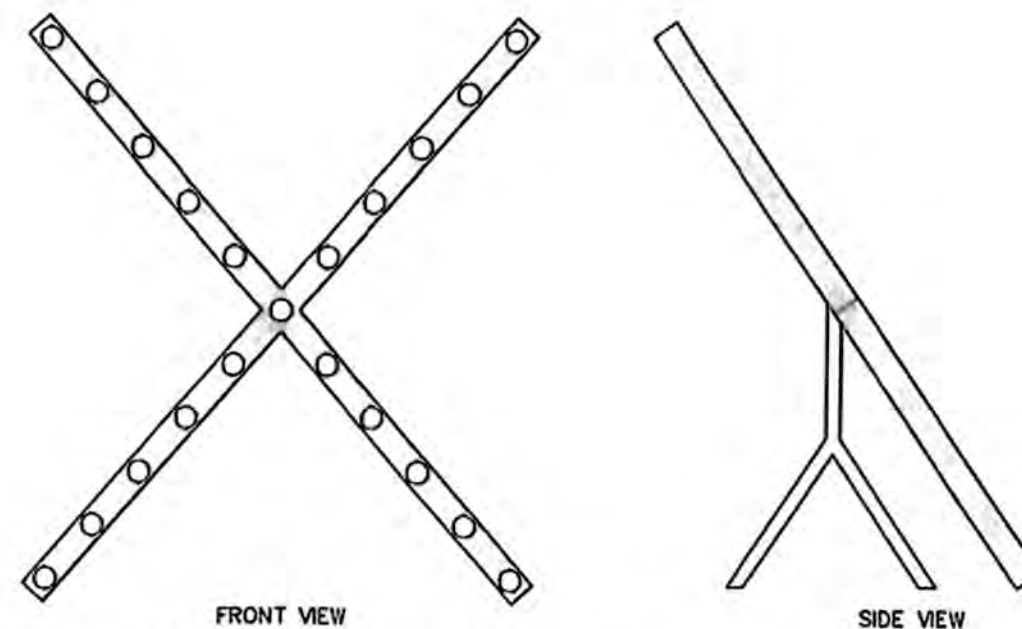


TYPE 1 BARRICADE

N.T.S.

NOTES:

1. ALL BARRICADE MATERIALS AND CAUTION LIGHTS SHALL CONFORM TO THE STANDARDS SET FORTH IN THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.
2. THE ENTIRE AREA OF ORANGE AND WHITE STRIPES SHALL BE REFLECTORIZED WITH SMOOTH SURFACE TYPE REFLECTIVE SHEETING.
3. BARRICADES SHALL BE PLACED CONTINUOUSLY ACROSS THE ENTIRE FACILITY TO BE CLOSED EXCEPT FOR 2 FOOT MAXIMUM GAPS AT STANDARD LENGTH PANEL ENDS.
4. THE BARRICADES SHALL BE WEIGHTED AGAINST PROPWASH AND CAPABLE OF WITHSTANDING UP TO 100 M.P.H. WIND FORCES.
5. FLASHING RED CAUTION LIGHTS SHALL BE BATTERY OPERATED AND SHALL MAINTAIN SUCH INTENSITY SO AS TO BE READILY IDENTIFIED FROM DISTANCES OF AT LEAST 200 FT. DURING DARKNESS.
6. THE CONTRACTOR SHALL CHECK ALL BARRICADES AND LIGHTS EACH DAY BEFORE LEAVING THE AIRPORT TO ENSURE LIGHTS ARE WORKING PROPERLY AND MAY NOT LEAVE WITHOUT ALL BARRICADES AND LIGHTS BEING IN PROPER WORKING ORDER.



PORTABLE ELEVATED RUNWAY CLOSURE MARKER

N.T.S.

NOTES:

1. THE PORTABLE RUNWAY CLOSURE MARKER (RCM) MUST BE TO FORM A LIGHTED X WHICH CONTAINS TWENTY-ONE (21) 83 WATT PAR 38HR BULBS.
2. THE LIGHTED X FORMED WHEN OPENED AND OPERATING WILL BE 20'-6" EACH CONTINUOUS LEG AND 14'-6" ON THE PERIPHERAL.
3. ILLUMINATION OF THE RCM WILL BE IN FLASHING MODE. THIS MUST BE CONTROLLED BY A SOLID STATE FLASHER.
4. THE RCM MUST BE ABLE TO WITHSTAND WINDS OF 40 MPH WHILE IN OPERATIONAL MODE. THIS MUST BE DOCUMENTED.
5. THE RUNWAY CLOSURE MARKER MUST BE DISCERNABLE FROM A DISTANCE OF 3 TO 5 MILES VFR DAYTIME AND A MINIMUM OF 8 MILES VFR NIGHTTIME. THESE DISTANCES MUST BE DETERMINED FROM AN AIRCRAFT USING A GPS. DOCUMENTS SUBSTANTIATING THESE TESTS SHALL BE PROVIDED BY AN INDEPENDENT THIRD PARTY.

CONSTRUCTION SEQUENCE PLAN

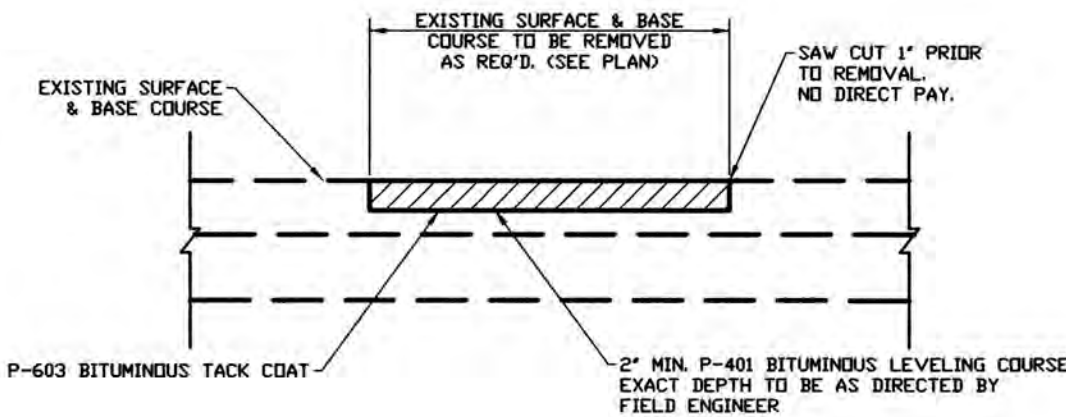
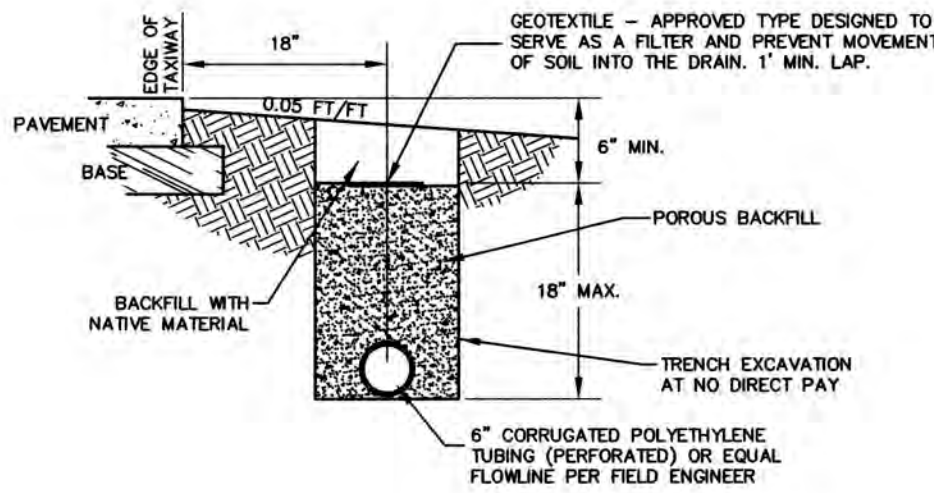
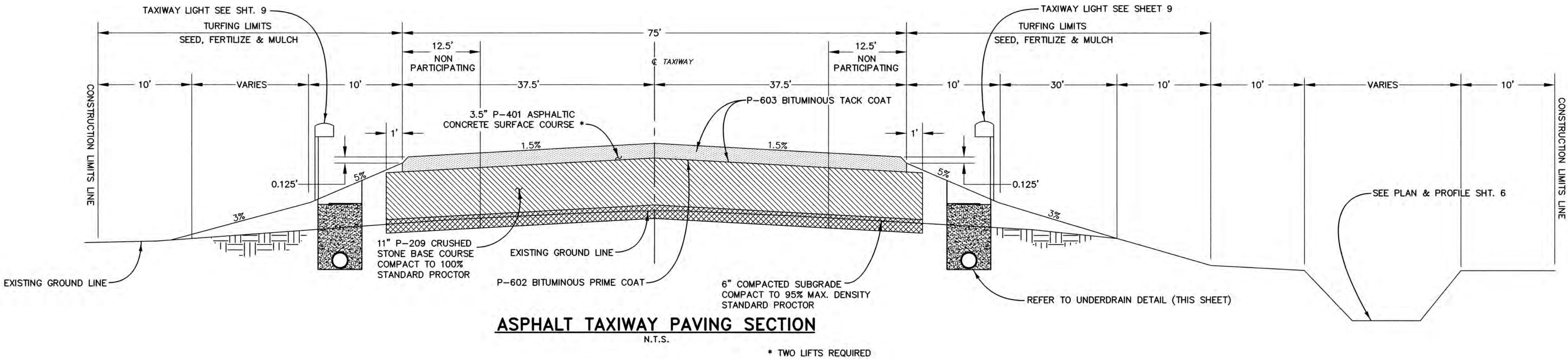
TAXIWAY A EXTENSION PART 2
HATTIESBURG, MISSISSIPPI



DESIGN & MANAGEMENT
PROFESSIONALS

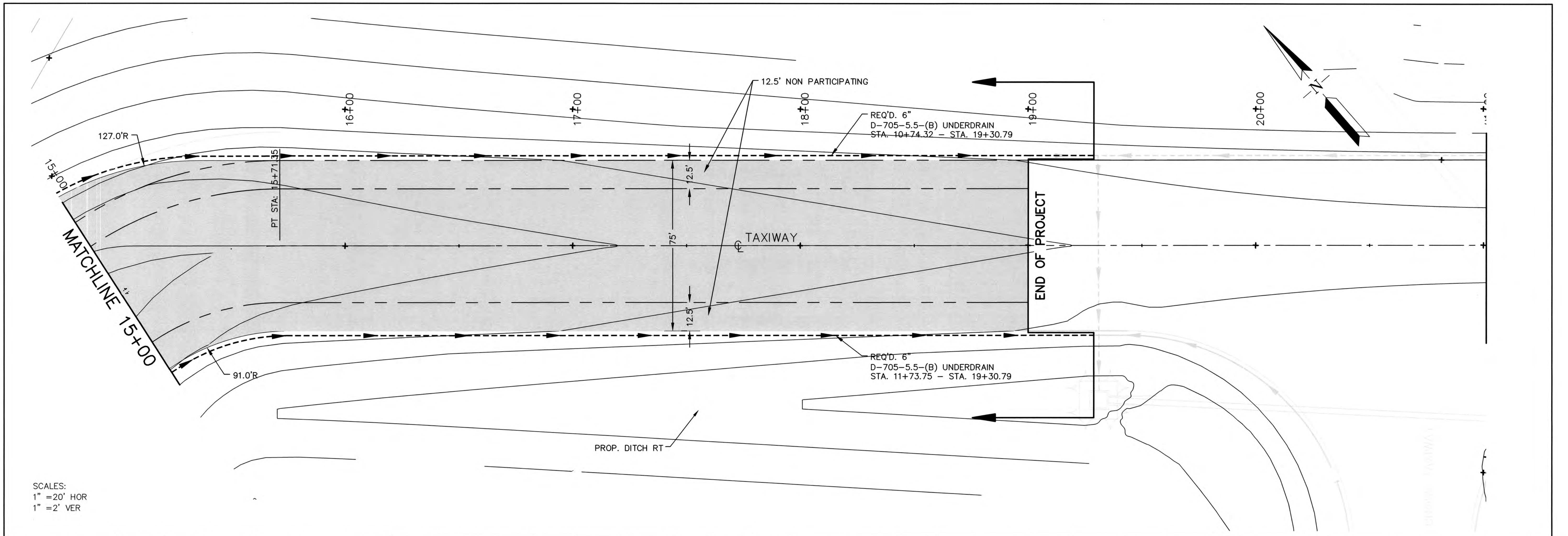
SHREVEPORT, LOUISIANA
HAMMOND, LOUISIANA

AIP NO.	STATE PROJECT NO.		SHEET NO.	
3-28-0031-0025-2018				

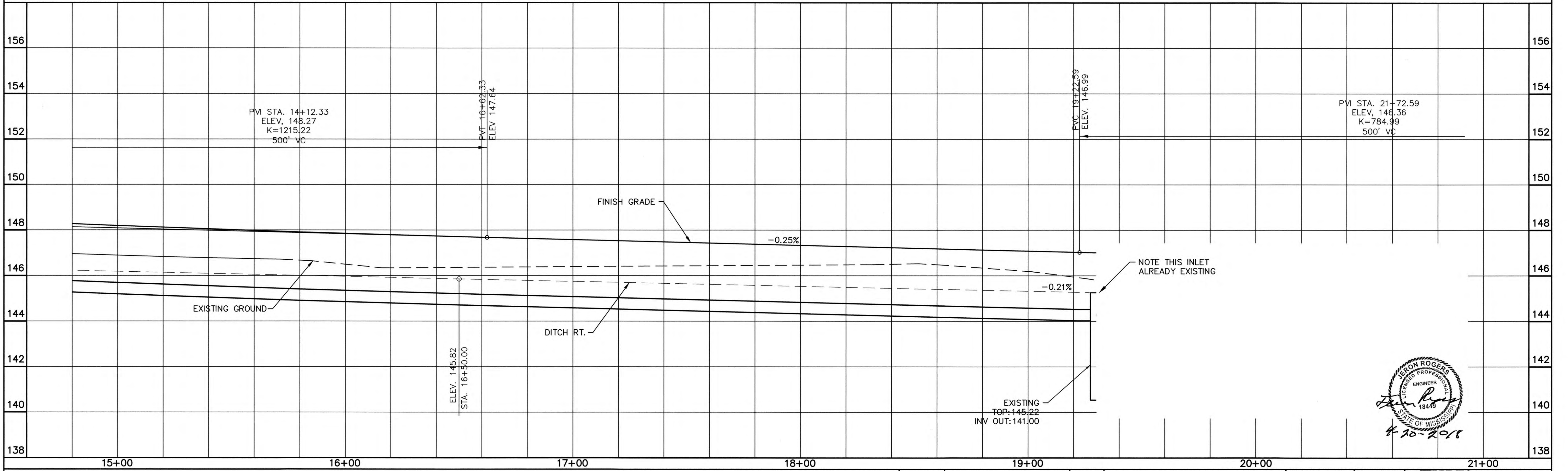


NO.	REVISION	BY

TYPICAL SECTION & DETAILS				
TAXIWAY A EXTENSION PART 2 HATTIESBURG, MISSISSIPPI				
 AIR REUNION CONSULTANTS		DESIGN & MANAGEMENT PROFESSIONALS SHREVEPORT, LOUISIANA HAMMOND, LOUISIANA		
DRAWN BY G.H.	CHECKED BY J.R.	JOB NO. 18-0306	SCALE	DATE 04/18
			SHEET	05



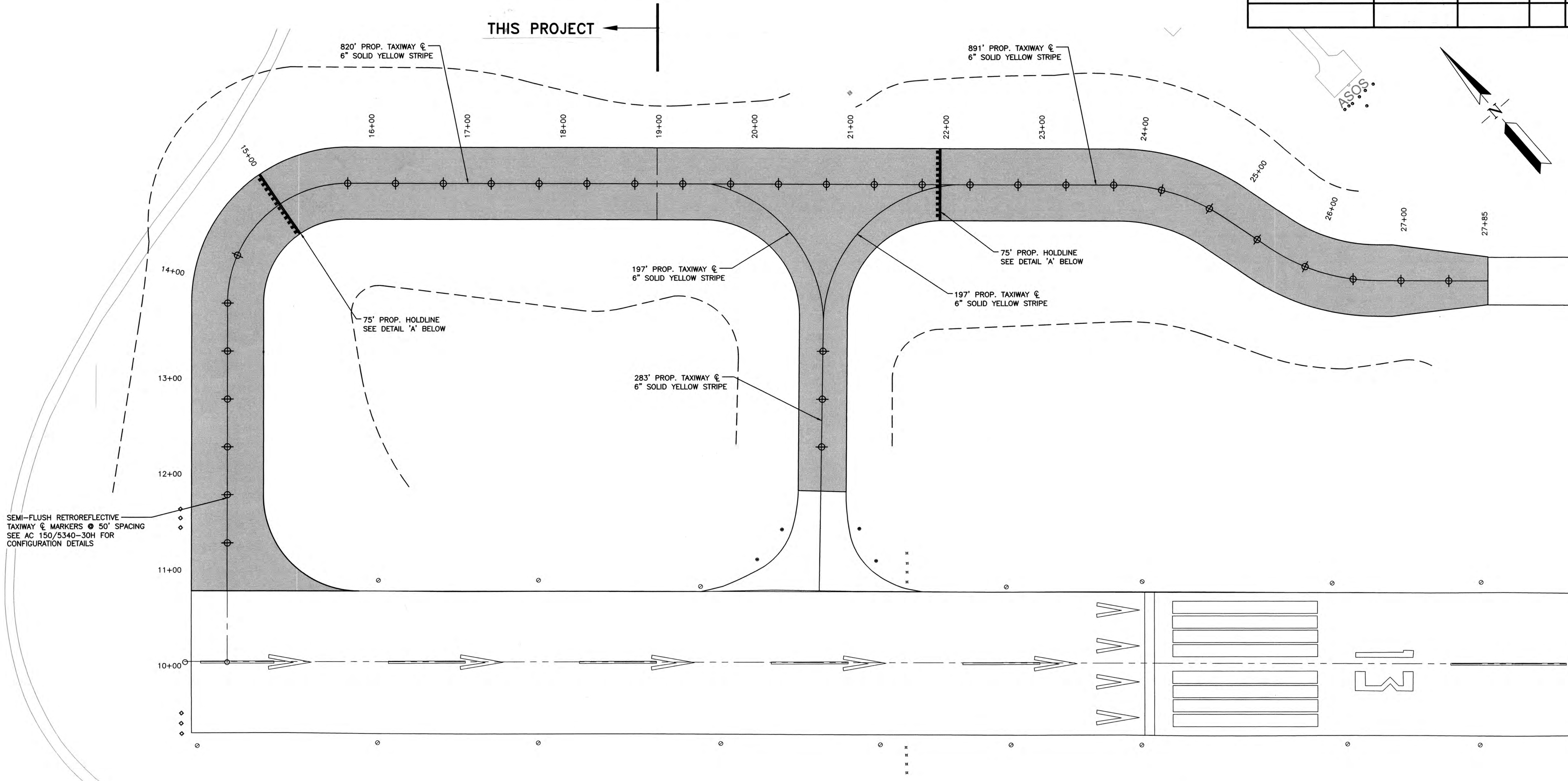
SCALES:
1" = 20' HOR
1" = 2' VER



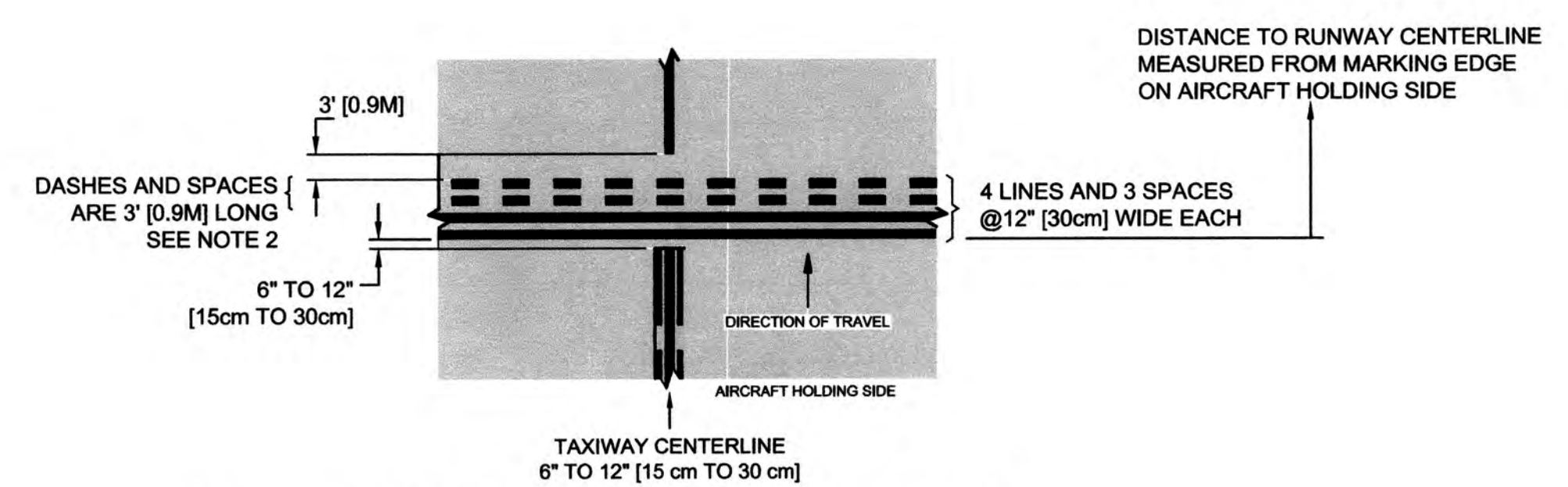
PLAN & PROFILE - TAXIWAY A EXT. PART 2			DRAWN BY: G.H.	1" = 20' HOR.	 DESIGN & MANAGEMENT PROFESSIONALS SRIREYPORT, LOUISIANA HAMMOND, LOUISIANA
BOBBY L. CHAIN MUNICIPAL AIRPORT			CHECKED BY: J.R.	1" = 2' VER.	
			JOB NO: 18-0306	SHEET NO: 07	
			DATE: 04/18		

AIP NO.	STATE PROJECT NO.		SHEET NO.

THIS PROJECT



SEMI-FLUSH RETROREFLECTIVE TAXIWAY & MARKERS @ 50' SPACING SEE AC 150/5340-30H FOR CONFIGURATION DETAILS



PATTERN A - RUNWAY HOLDING POSITION MARKING
NOT TO SCALE

NOTES:
1. UNLESS OTHERWISE NOTED ALL LINES ARE YELLOW.

LEGEND
○ SEMI-FLUSH RETROREFLECTIVE MARKERS, TYPE I

STEVEN JOHN MELVIN
ENGINEER
5-12-2017

EJES
INCORPORATED
Corporate Office: 12655 North Central Expressway, Suite 500 Dallas, Texas 75243
Shreveport Office: 201 Wilkerson Street Shreveport, La. 71104
(P) 214-343-1210 (P) 318-670-7275
(F) 214-343-3885 (F) 318-670-7284
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FIRM #: EF-0002603

NO.	REVISION	BY

PAVEMENT MARKING PLAN				
HATTIESBURG TAXIWAY HATTIESBURG, MISSISSIPPI				
		DESIGN & MANAGEMENT PROFESSIONALS SHREVEPORT, LOUISIANA HAMMOND, LOUISIANA		
DRAWN BY JOE	CHECKED BY SUM	JOB NO. 16-607	SCALE 1"=50'	DATE 4/17
				SHEET 08

AIP NO.	STATE PROJECT NO.		SHEET NO.
	16-607		

GENERAL NOTES:

- (G1) CONTRACTOR SHALL VERIFY EXACT LOCATION OF ALL UNDERGROUND UTILITIES/IN UNDERGROUND AIRFIELD LTG CKT CONDUCTORS, ETC. PRIOR TO EXCAVATION OR TRENCHING. HAND EXCAVATE NEAR AND AROUND EXTG U/G AIRFIELD LTG CKT CONDUCTORS. ANY DAMAGED U/G UTILITIES SHALL BE REPAIRED IMMEDIATELY AT THE CONTRACTORS EXPENSE.
- (G2) THE COUNTERPOISE CONDUCTOR IS NOT SHOWN FOR CLARITY. REFERENCE DETAILS "D" & "E" ON SHEET E2. THE BARE #6AWG CONDUCTOR IS INSTALLED IN ITS OWN TRENCH 8" BELOW GRADE, HALF WAY BETWEEN THE RUNWAY/ TAXIWAY AND THE LTG CKT CONDUCTORS WHEN RUN ADJACENT TO A RUNWAY OR TAXIWAY. THE COUNTERPOISE IS RUN IN THE SAME TRENCH WITH THE LTG CKT CONDUCTORS WHEN RUN UNDER A RUNWAY/TAXIWAY OR HOMERUN TO AIRFIELD LTG VAULT. GROUND RODS ARE ALSO INSTALLED 500' (FT) APART ON THE COUNTERPOISE SYSTEM. THE COUNTERPOISE TERMINATES WITH A GROUND ROD ON EACH SIDE OF A DUCT CROSSING. REFERENCE A/C 150/5430-30. DO NOT CONNECT COUNTERPOISE TO LIGHTING FIXTURE BASE CANS.

ELECTRICAL NOTES:

- (E1) CONNECT TO EXTG TAXIWAY LIGHTING CIRCUIT AT EXTG TAXIWAY EDGE LIGHT INSTALLED AS PART OF THE SCOPE OF WORK COMPLETED IN 2017.
- (E2) REMOVE EXTG TAXIWAY EDGE LIGHT AND ASSOCIATED CANS, BASES, AND CONDUCTORS.
- (E3) SAWCUT AND TRENCH EXISTING PAVEMENT TO INSTALL TAXIWAY EDGE LIGHTS.
- (E4) CONTRACTOR SHALL VERIFY THAT EXISTING CIRCUIT HAS SUFFICIENT CAPACITY FOR ADDITIONAL LIGHTS ADDED UNDER THIS SCOPE OF WORK. NOTIFY ARCHITECT/ENGINEER IN WRITING IMMEDIATELY IF IT IS DISCOVERED THAT INSUFFICIENT CAPACITY EXISTS.

SYMBOL LEGEND

SYMBOL	FRONT	BACK	NOTES
①	A1	BLANK	SKIN PANEL COLOR SHALL BE AS DIRECTED IN FAA AC/150/5340-18F
②	A13		SKIN PANEL COLOR SHALL BE AS DIRECTED IN FAA AC/150/5340-18F
③	A-	BLANK	SKIN PANEL COLOR SHALL BE AS DIRECTED IN FAA AC/150/5340-18F



SITE PLAN - LIGHTING

SCALE: 1"=50'-0"



P+A
PURTLE + ASSOCIATES
CONSULTING ENGINEERS
9441 STEVENS ROAD, SUITE 200
SHREVEPORT, LA 71106
318 425 4500
fax 318 222 6564
purtle@purtle.net • PA-17138

ADDENDUM NO. 1	5/17/17	
NO.	REVISION	BY

LIGHTING PLAN

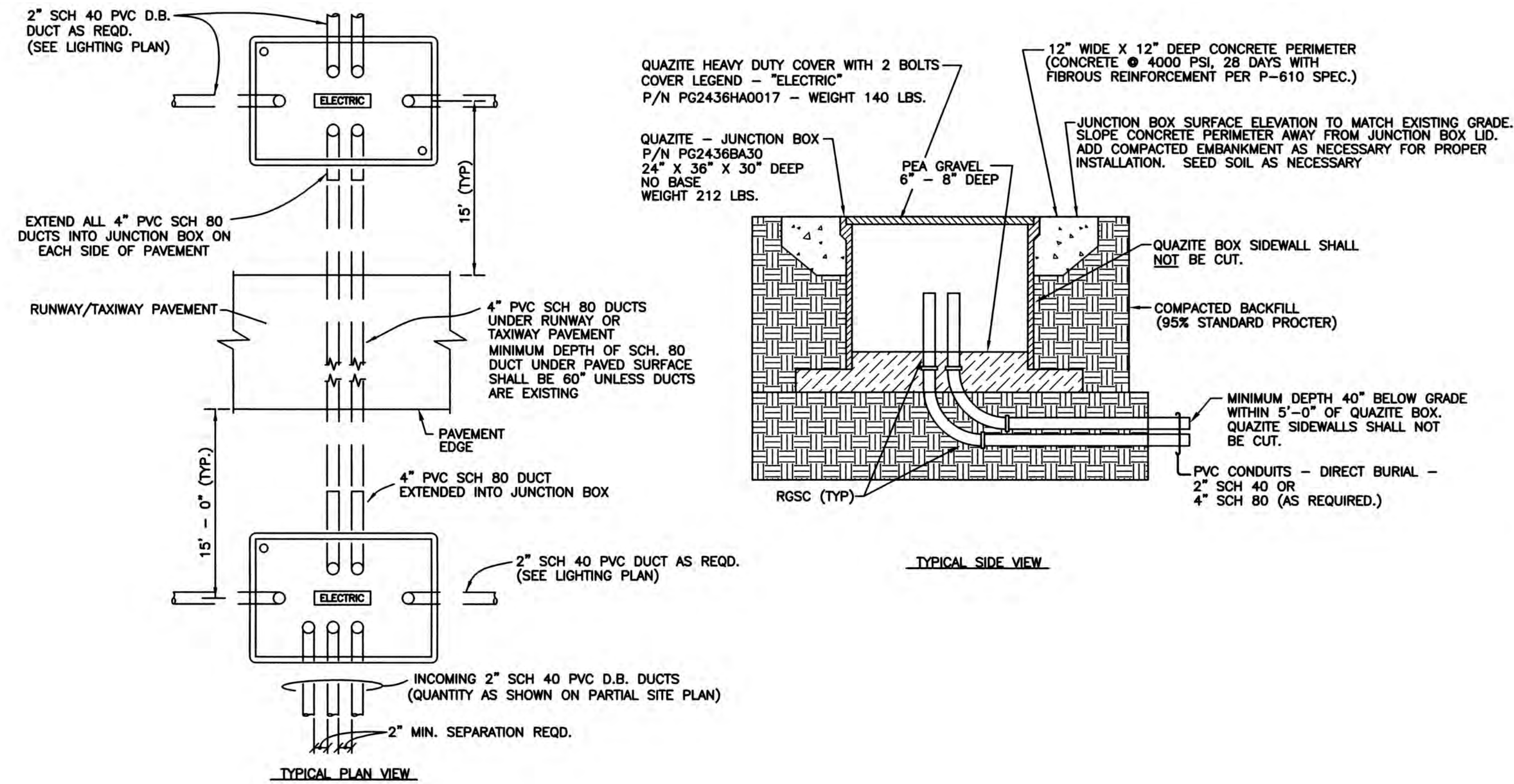
TAXIWAY LIGHTING MODIFICATIONS AND ADDITIONS
HATTIESBURG, MISSISSIPPI



DESIGN & MANAGEMENT
PROFESSIONALS
SHREVEPORT, LOUISIANA
HAMMOND, LOUISIANA

DRAWN BY	CHECKED BY	JOB NO.	SCALE	DATE	SHEET
J.D.	T.S.	16-607	1"=50'	5/1/17	9A

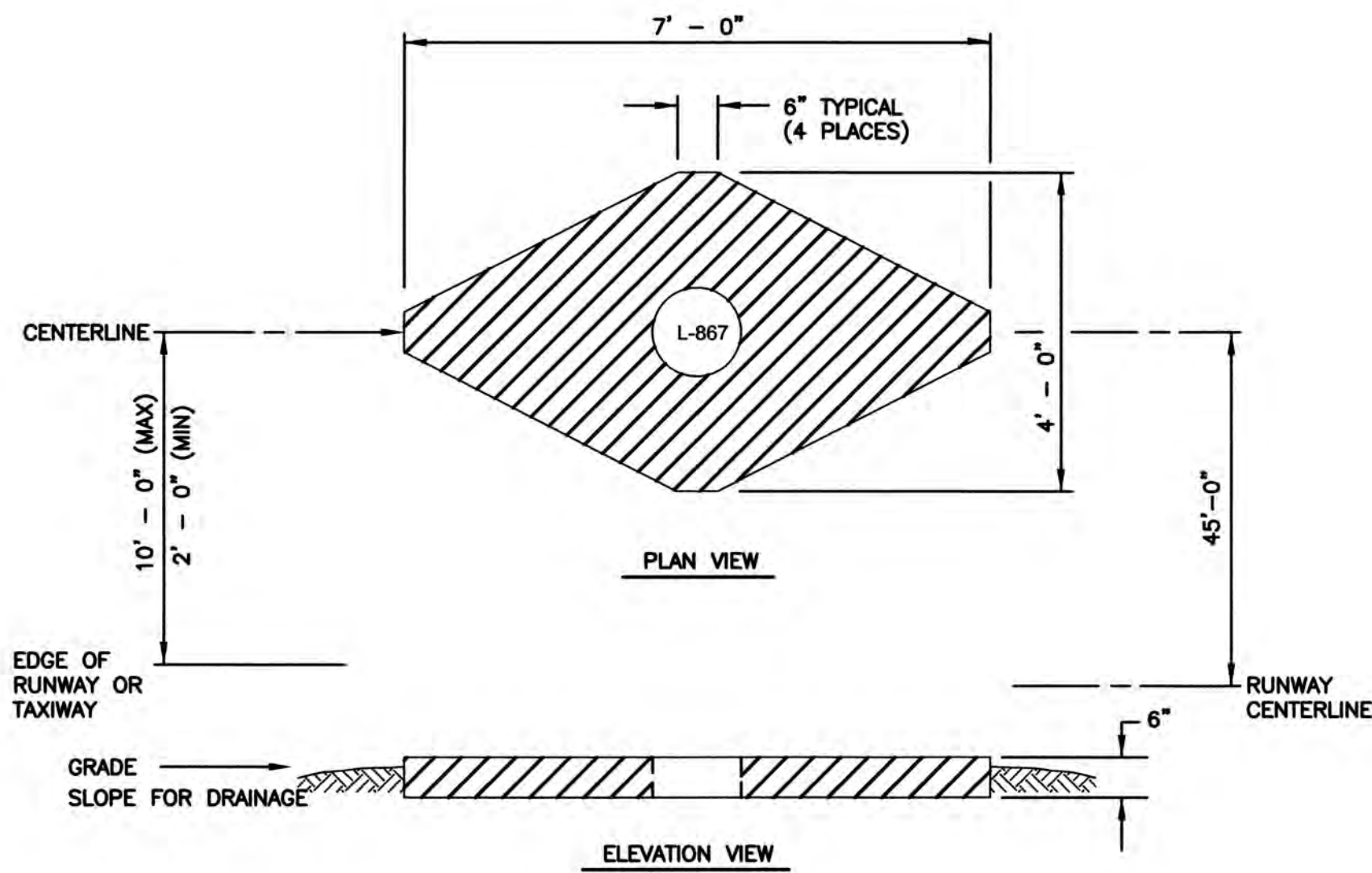
AIP NO.	STATE PROJECT NO.		SHEET NO.	
	16-607			



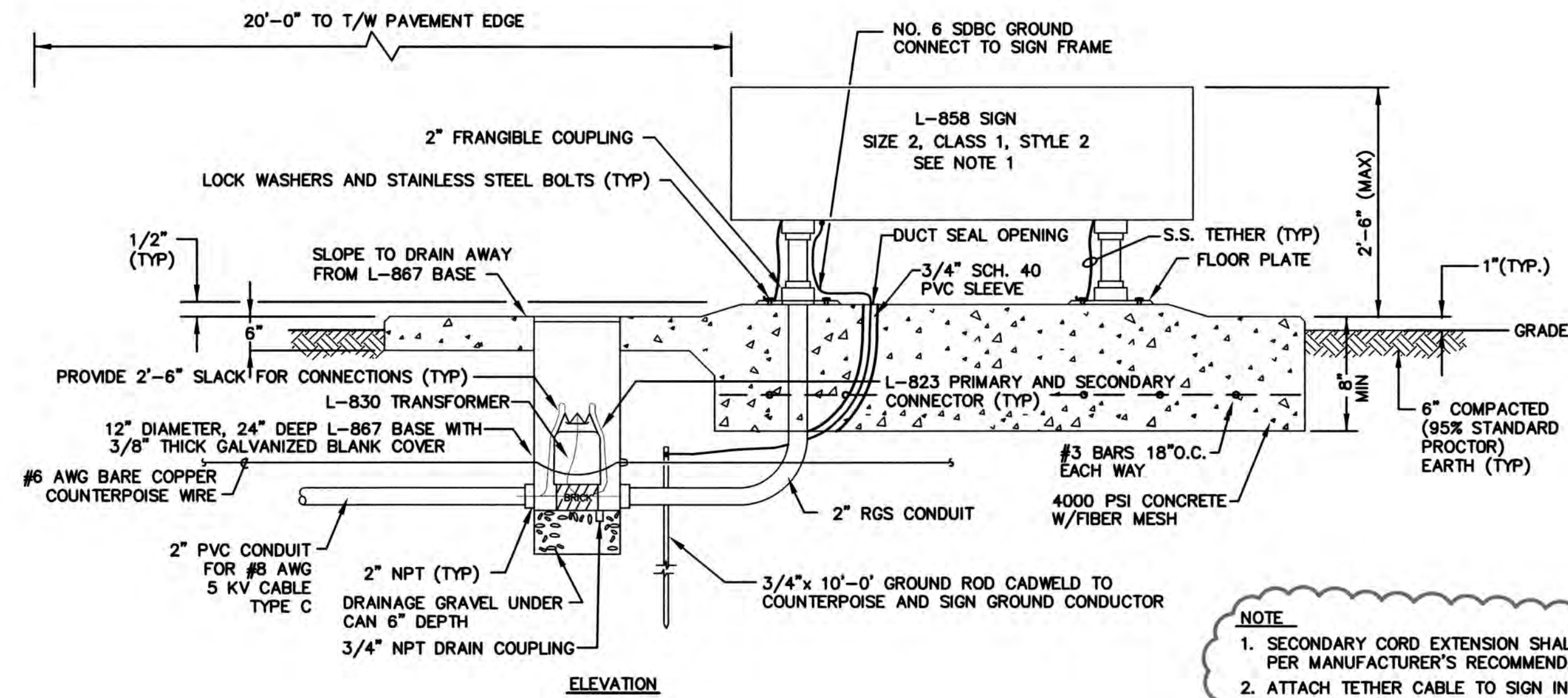
A DETAIL - UNDERGROUND DUCT J-BOX (TYP)

NOTES:

- 1.) WHERE DUCTS ARE UNDER PAVEMENT, COUNTERPOISE WIRE INSTALLED IN THESE DUCTS SHALL BE 5 KV #8 AWG. INSULATED WIRE (GREEN IN COLOR). COUNTERPOISE SHALL BE CADWELDED TO GROUND ROD IN JUNCTION BOX AT EACH SIDE OF PAVEMENT.
- 2.) CONDUIT ARRANGEMENTS FOR ILLUSTRATION PURPOSES. FOR NUMBER AND SIZES SEE LIGHTING LAYOUT PLAN.
- 3.) 600V CABLE MUST BE INSTALLED IN SEPARATE CONDUIT FROM SKV CABLE AND BARRIER MUST BE PROVIDED IN BOX TO SEPARATE 600V AND SKV CABLES.
- 4.) TAG AND LABEL ALL CABLES IN BOX PER LA DOTD REQUIREMENTS.



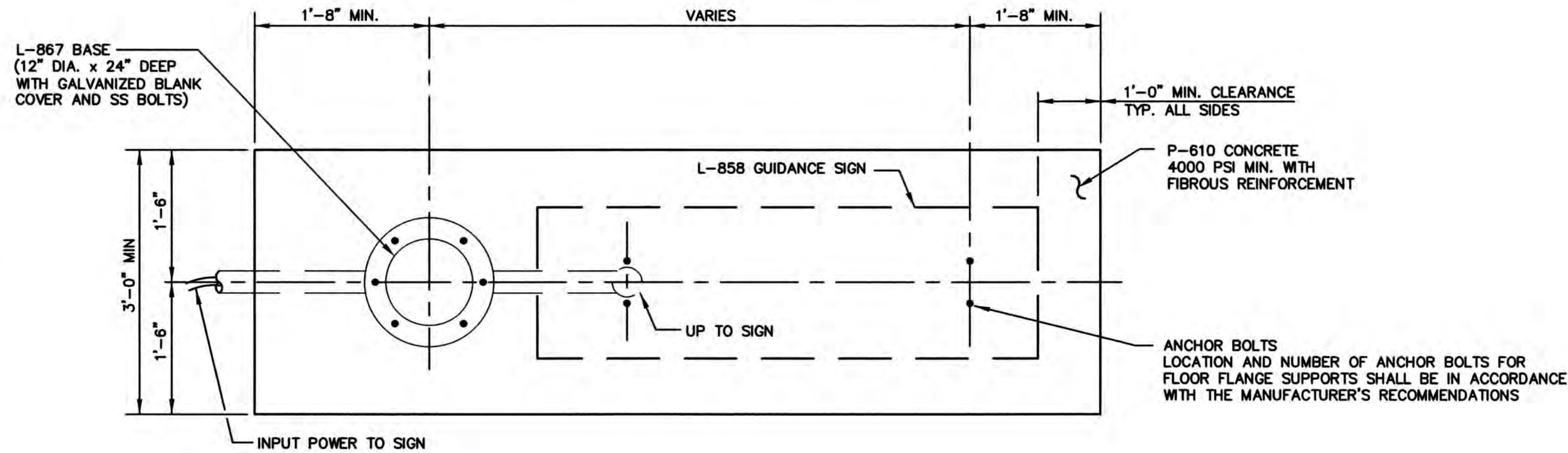
B DETAIL - RUNWAY/TAXIWAY LIGHT MAINTENANCE PAD



C DETAIL - SIGN L-858 (TYPICAL)

NOTE

1. SECONDARY CORD EXTENSION SHALL BE INSTALLED WITH SIGNS. LENGTH PER MANUFACTURER'S RECOMMENDATIONS.
2. ATTACH TETHER CABLE TO SIGN IN ACCORDANCE WITH MANUFACTURERS INSTRUCTIONS.
3. SIGN SHALL BE 200' MINIMUM FROM CENTERLINE OF RUNWAY.
4. SIGN LIGHTING SOURCE SHALL BE LED.



FOUNDATION PLAN



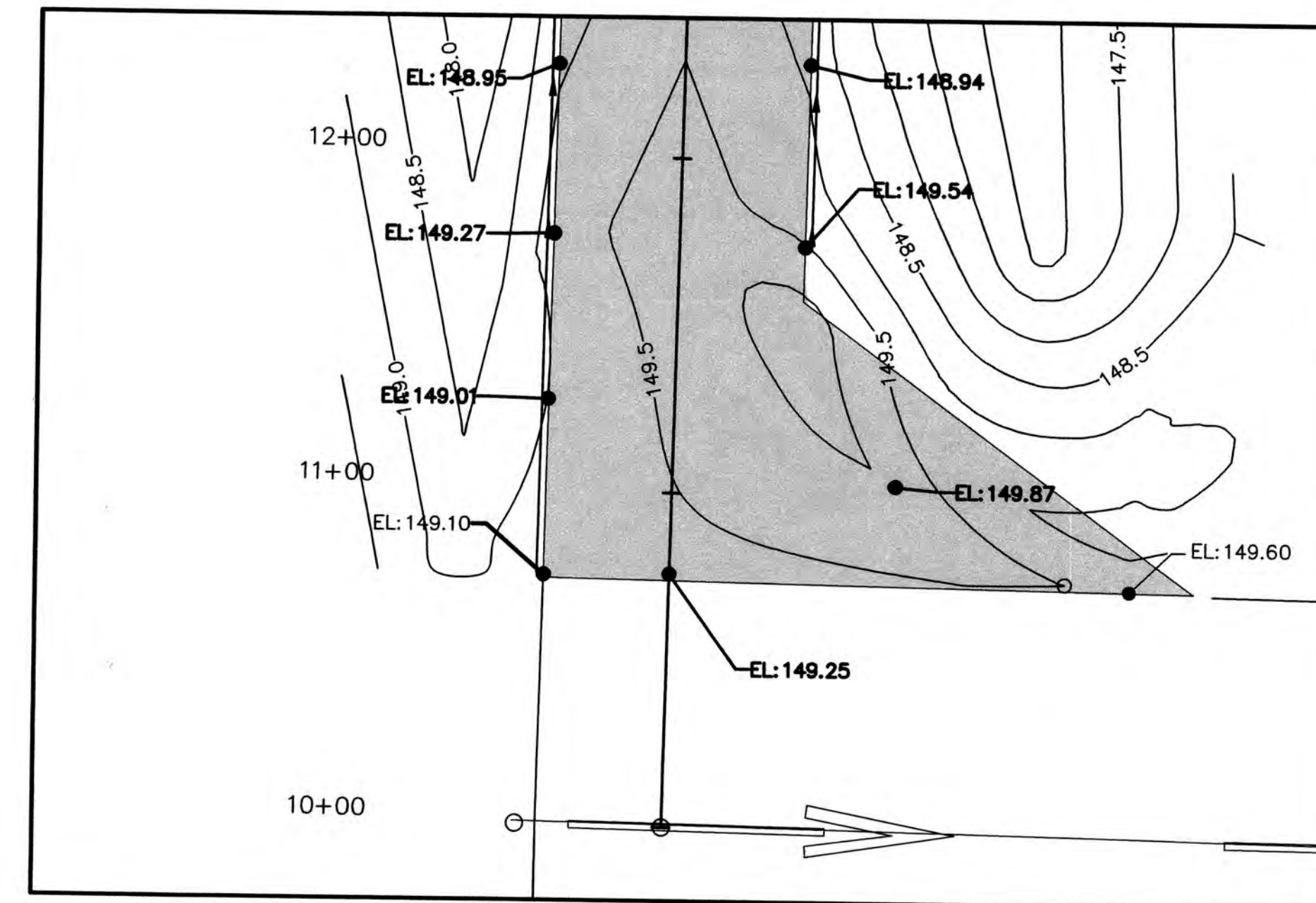
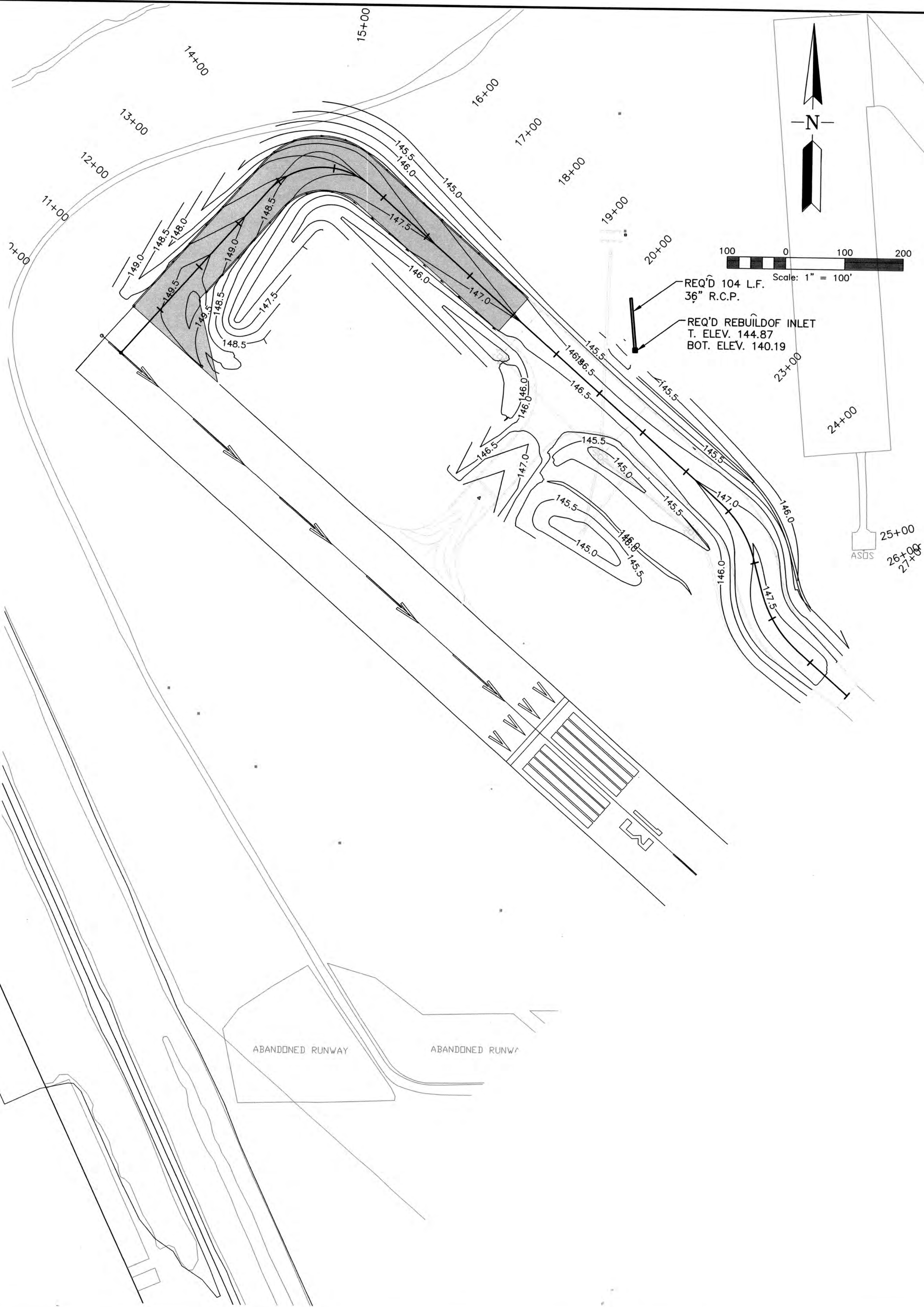
P+A
PURTLE + ASSOCIATES
CONSULTING ENGINEERS

9441 STEVENS ROAD, SUITE 200
SHREVEPORT, LA 71106
318 425 4500
fax 318 222 6564
purtle@purtle.net • PA-17138

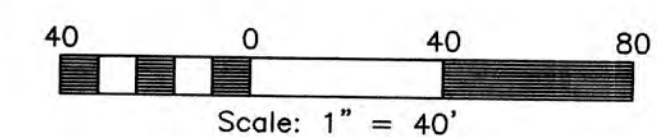
ADDENDUM NO. 1	5/17/17	
NO.	REVISION	BY

ELECTRICAL DETAILS					
TAXIWAY LIGHTING MODIFICATIONS AND ADDITIONS HATTIESBURG, MISSISSIPPI					
		DESIGN & MANAGEMENT PROFESSIONALS			
AIR REUNION CONSULTANTS		SHREVEPORT, LOUISIANA HAMMOND, LOUISIANA			
DRAWN BY J.D.	CHECKED BY T.S.	JOB NO. 16-607	SCALE NONE	DATE 5/1/17	SHEET 9C

AIP NO.	STATE PROJECT NO.	SHEET NO.
3-28-0031-0025-2018		



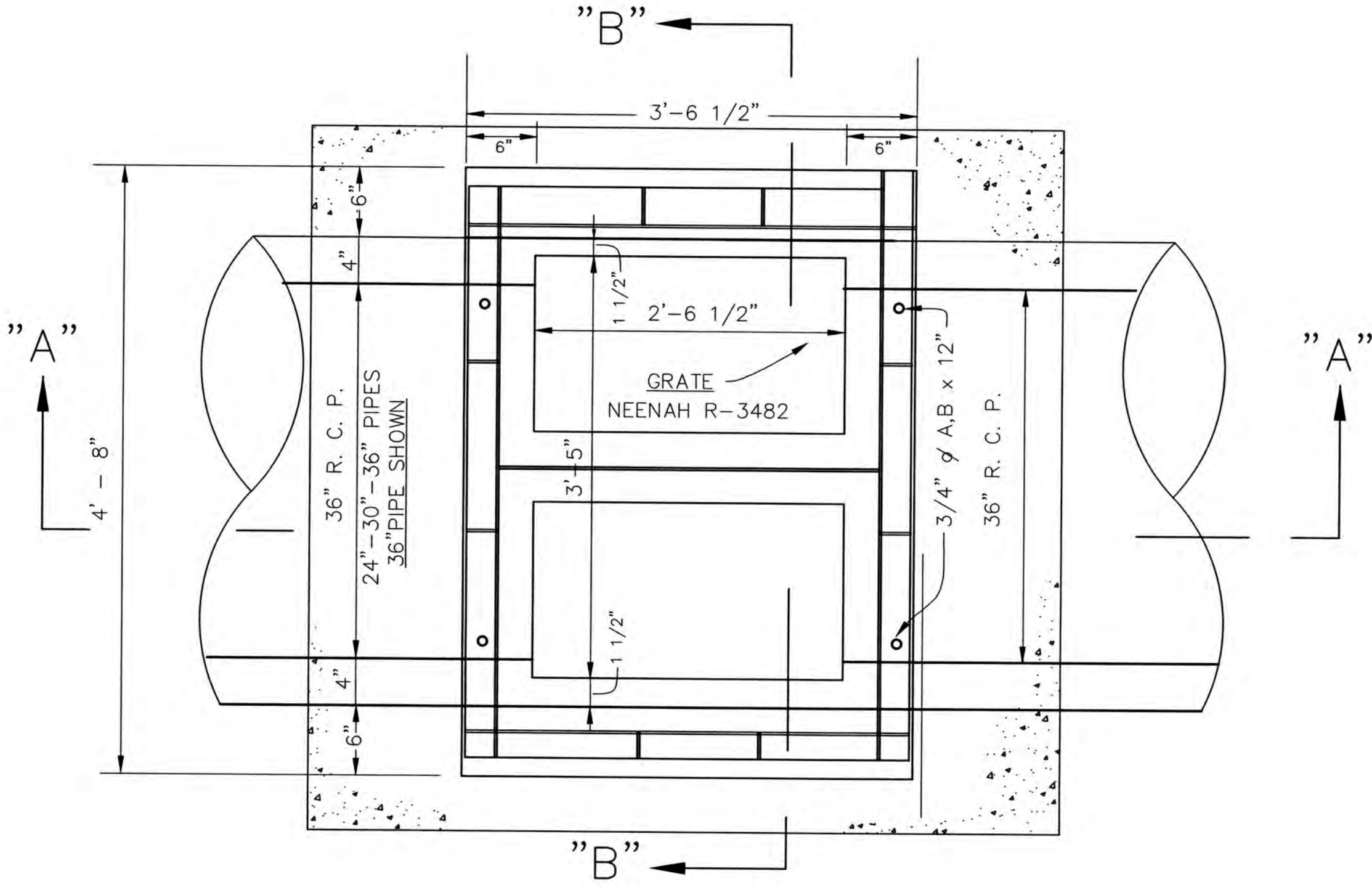
INTERSECTION GRADING
TAXIWAY & EXISTING RUNWAY



NO.	REVISION	BY

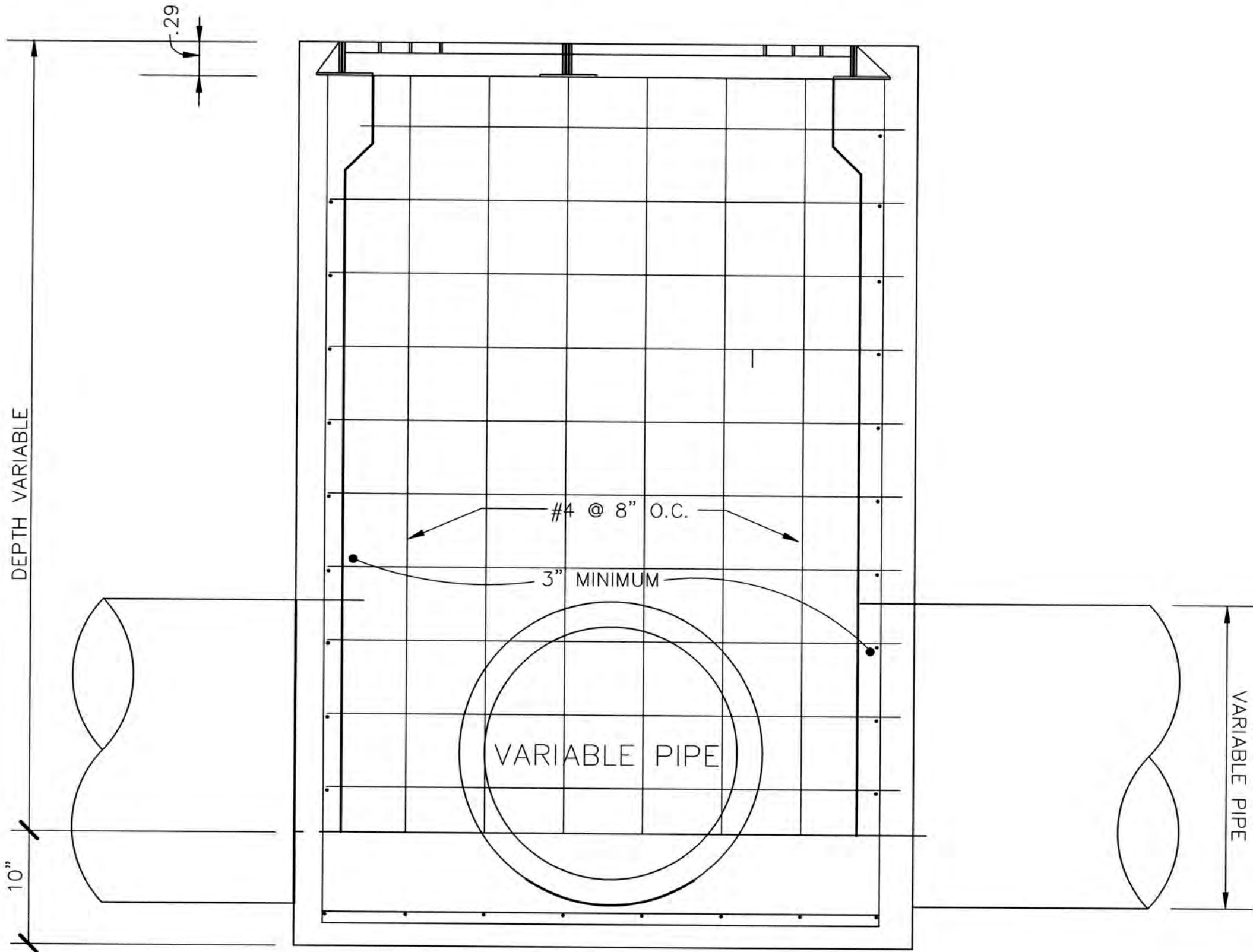
DRAINAGE & INTERSECTION GRADING					
TAXIWAY A EXTENSION 2 HATTIESBURG, MISSISSIPPI					
 AIR REUNION CONSULTANTS			DESIGN & MANAGEMENT PROFESSIONALS SHREVEPORT, LOUISIANA HAMMOND, LOUISIANA		
			DRAWN BY G.H.	CHECKED BY J.R.	JOB NO. 18-0306 SCALE 1"=100' DATE 04/18 SHEET 10

AIP NO.	STATE PROJECT NO.		SHEET NO.	
3-28-0031-0025-2018			13	



- ALL CORNERS TO BE CHAMFERED 3/4".
- RUBBED FINISH REQUIRED ON EXPOSED SURFACES.
- R.C. CATCH BASIN SHALL CONFORM TO A.A.S.H.O. DESIGNATION M-85 CLASS A CONCRETE (3800 P.S.I. - 28 DAYS) PORTLAND CEMENT.
- C.I. FRAME AND LID SHALL BE BITUMINOUS COATED
- REINFORCE BARS SHALL CONFORM TO A.S.T.M. DESIGNATION A-615 (GRADE 40).
- STEEL MESH TO CONFORM TO A.S.T.M. A-185.
- GRATES TO BE CENTERED.
- BACKFILL TO BE COMPACTED TO 95% DENSITY.

PLAN INLET STRUCTURE
SCALE: NTS



SECTION B-B
SCALE: NTS



NO.	REVISION	BY

TYPICAL SECTIONS & DETAILS					
TAXIWAY A EXTENSION PART 2 HATTIESBURG, MISSISSIPPI					
 AIR REUNION CONSULTANTS		DESIGN & MANAGEMENT PROFESSIONALS SHREVEPORT, LOUISIANA HAMMOND, LOUISIANA			
		DRAWN BY	CHECKED BY	JOB NO.	SCALE
		G.H.	J.R.	18-0306	NTS
				DATE	SHEET
				04/18	11

STANDARD FOR SILT FENCE

DEFINITION

TEMPORARY BARRIER FENCE MADE OF BURLAP OR POLYPROPYLENE MATERIAL WHICH IS WATER PERMEABLE BUT WILL TRAP WATER-BORNE SEDIMENT.

PURPOSE

TO INTERCEPT AND DETAIN WATER-BORNE SEDIMENT FROM UNPROTECTED AREA OF LIMITED EXTENT.

CONDITIONS WHERE PRACTICE APPLIES

SILT FENCE IS USED DURING THE PERIOD OF CONSTRUCTION NEAR THE PERIMETER OF A DISTURBED AREA TO INTERCEPT SEDIMENT WHILE ALLOWING WATER TO PERCOLATE THROUGH. THIS FENCE SHALL REMAIN IN PLACE UNTIL THE DISTURBED AREA IS PERMANENTLY STABILIZED. SILT FENCE SHOULD NOT BE USED WHERE THERE IS A CONCENTRATION OF WATER IN A CHANNEL OR OTHER DRAINAGE WAY.

DESIGN CRITERIA

SILT FENCE SHALL NOT BE CONSTRUCTED OUTSIDE THE PROPERTY LINES WITHOUT OBTAINING EASEMENTS FROM THE AFFECTED PROPERTY OWNERS. A DESIGN IS NOT REQUIRED FOR THE INSTALLATION OF SILT FENCE, HOWEVER THE FOLLOWING CRITERIA SHALL BE OBSERVED:

DRAINAGE AREA	LESS THAN 2 ACRES
HEIGHT	36 INCH MINIMUM HEIGHT MEASURED FROM THE EXISTING OR GRADED GROUND.
MATERIAL	BURLAP WEIGHING APPROXIMATELY 7-1/2 OUNCES PER SQUARE YARD OR APPROVED JUTE FABRIC OR GEOTEXTILE FABRIC.
SUPPORT	STEEL OR WOOD FENCE POSTS SPACED A MAXIMUM OF 8 FEET APART. POST SHALL HAVE A MINIMUM LENGTH OF 5 FEET AND BE SET AT LEAST 18 INCHES DEEP. WOVEN LIVESTOCK WIRE TO SUPPORT THE MATERIAL SHALL BE AT LEAST 36 INCH HIGH WITH A MAXIMUM MESH OPENING OF 6 INCHES AND FABRICATED FROM 14 GAGE WIRE OR LARGER.

OUTLET

SILT FENCE SHALL BE PLACED AND CONSTRUCTED IN SUCH A MANNER THAT RUNOFF FROM A DISTURBED OR EXPOSED UPLAND AREA SHALL BE INTERCEPTED, SEDIMENT TRAPPED AND THE SURFACE RUNOFF ALLOWED TO PERCOLATES THROUGH THE STRUCTURE.

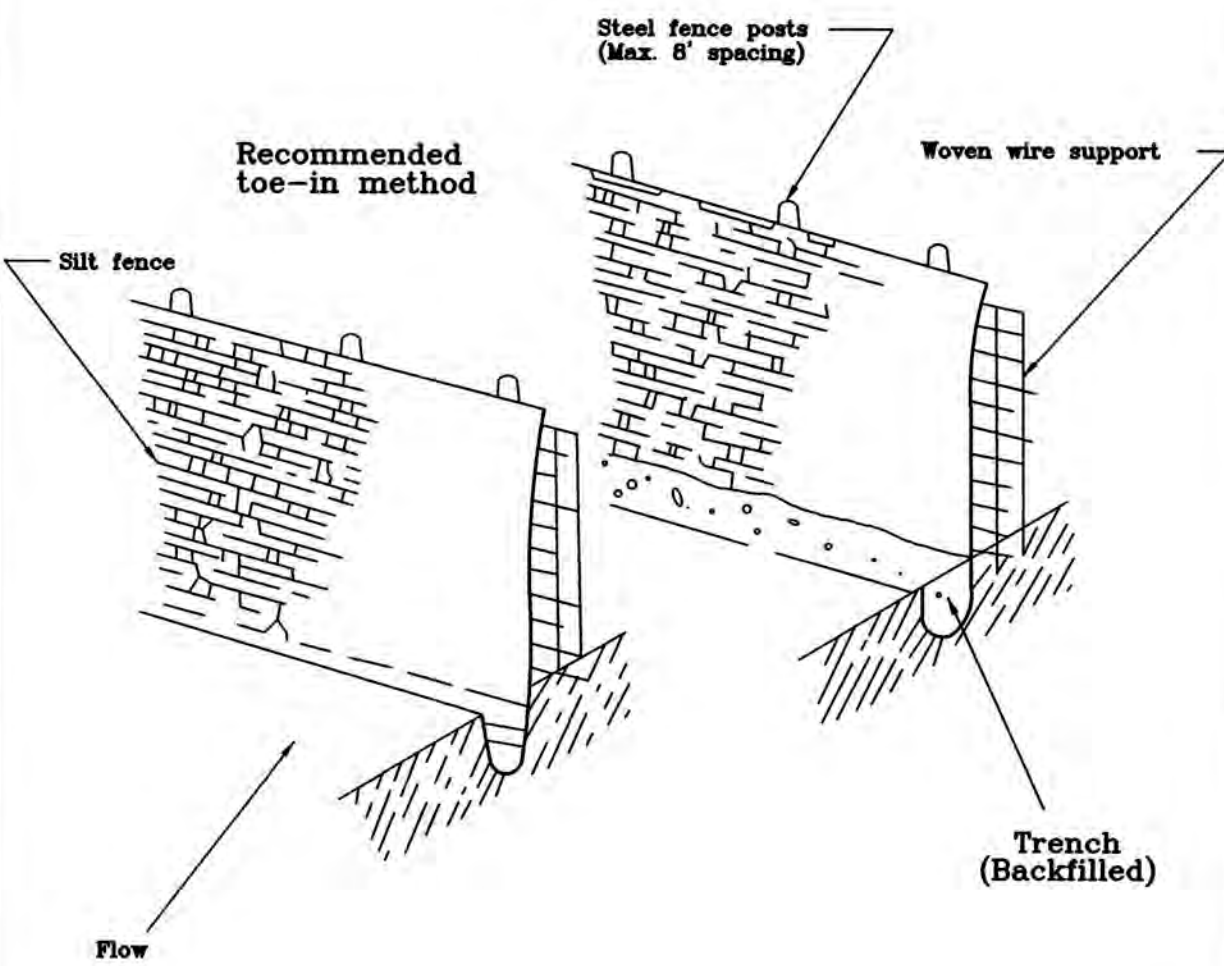
SILT FENCE SHALL BE PLACED IN SUCH A MANNER THAT SURFACE RUNOFF WHICH PERCOLATES THROUGH WILL FLOW ONTO AN UNDISTURBED STABILIZED AREA OR STABILIZED OUTLET. IF PLACED IN SERIES, THE FURTHERST DOWNSTREAM FENCE WILL FLOW ONTO AN UNDISTURBED STABILIZED AREA OR STABILIZED OUTLET.

GENERAL NOTES

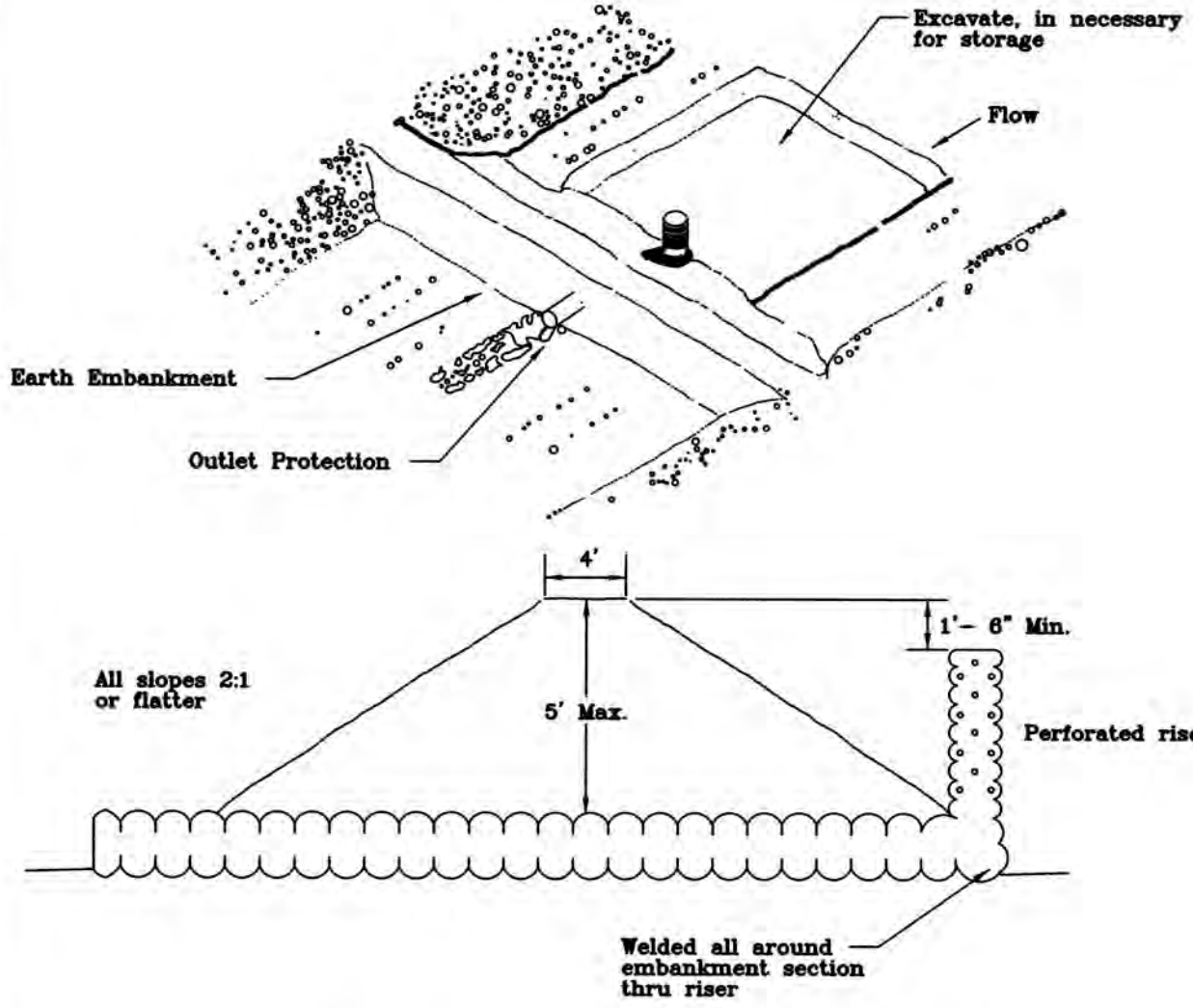
- STEEL POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE.
- THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW.
- THE TRENCH SHOULD BE A MINIMUM OF 6 INCHES DEEP AND 3-4 FEET WIDE TO ALLOW FOR THE SILT FENCE TO BE LAID IN THE GROUND AND BACKFILLED.
- SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IS IN TURN ATTACHED TO THE STEEL FENCE POSTS.
- INSPECTION SHALL BE FREQUENT AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
- SILT FENCE SHALL BE REMOVED WHEN IT HAS SERVED ITS USEFULNESS, SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE. *
- SEDIMENT TRAPPED BY THIS PRACTICE SHALL BE DISPOSED OF IN AN APPROVED SITE IN A MANNER THAT WILL NOT CONTRIBUTE TO ADDITIONAL SILTATION.
- ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES AND DISPOSED OF IN AN APPROVED SPOIL SITE OR AS IN NO. 7 ABOVE.

* TO BE REMOVED BY CONTRACTOR WHEN PERMANENT EROSION MEASUREDS ARE DEEMED TO BE EFFECTIVE.

SILT FENCE



PIPE OUTLET SEDIMENT TRAP



STANDARDS FOR SEDIMENT TRAP

DEFINITIONS

A SMALL TEMPORARY PONDING AREA FORMED BY CONSTRUCTING AN EARTHEN EMBANKMENT TO INTERCEPT SEDIMENT-LADEN RUNOFF AND TO TRAP AND RETAIN SEDIMENT.

PURPOSE

TO DETAIN SEDIMENT-LADEN RUNOFF FROM SMALL DISTURBED AREAS LONG ENOUGH TO ALLOW THE MAJORITY OF THE SEDIMENT TO SETTLE OUT.

CONDITIONS WHERE PRACTICE APPLIES

INSTALLED AT POINTS OF DISCHARGE FROM DISTURBED AREA FOR A MAXIMUM PERIOD OF 10 MONTHS.

DESIGN CRITERIA

IF ANY OF THE DESIGN CRITERIA PRESENTED HERE CANNOT BE MET, SEE STANDARDS FOR SEDIMENT BASIN.

DRAINAGE AREA	SHALL BE LESS THAN 5 ACRES.
LAYOUT	SHALL BE LOCATED TO MAXIMIZE STORAGE BENEFIT FROM TERRAIN, FOR EASE OF CLEANOUT, AND TO MINIMIZE INTERFERENCE WITH CONSTRUCTION ACTIVITIES.
SIZE	THE VOLUME OF THE TRAP MEASURED BELOW THE CREST OF THE OUTLET SHALL BE AT LEAST 1000 CUBIC FEET PER ACRE OF DRAINAGE AREA.
CLEANOUT	SEDIMENT SHALL BE REMOVED AND THE TRAP RESTORED TO ITS ORIGINAL CAPACITY WHEN THE SEDIMENT HAS ACCUMULATED TO ONE HALF OF THE DESIGN VOLUME OR 1 FOOT, WHICHEVER IS LESS.
EMBANKMENT	THE EMBANKMENT SHALL HAVE A 3 FOOT TOP WIDTH. SIDE SLOPES OF 2:1 OR FLATTER, AND SHALL NOT EXCEED 5 FEET IN HEIGHT AS MEASURED AT THE LOW POINT OF THE ORIGINAL GROUND LINE. FILL MATERIAL SHALL BE FREE OF WOODY VEGETATION, LARGE STONES, AND OTHER OBJECTIONABLE MATERIAL. THE EMBANKMENT SHALL BE COMPACTED IN EIGHT-INCH LAYERS BY TRAVERSING WITH CONSTRUCTION EQUIPMENT.
EXCAVATION	ANY EXCAVATED PORTION OF SEDIMENT TRAP SHALL HAVE 2:1 OR FLATTER SLOPES. CARE SHALL BE TAKEN TO MINIMIZE EROSION AND WATER POLLUTION DURING EXCAVATION OPERATIONS.

OUTLET

- THE OUTLET SHALL BE A CORRUGATED METAL PIPE WITH A PERFORATED CORRUGATED METAL RISER. THE RISER DIAMETER SHALL BE ONE SIZE LARGER THAN THE PIPE. THE RISER SHALL BE WRAPPED WITH THREE LAYERS OF 125 MILS THICK NON-WOVEN U-V RESISTANT FILTER CLOTH. THE PORTION OF THE RISER ABOVE THE PIPE CONNECTIONS SHALL BE PERFORATED WITH ONE 1/2-INCH DIAMETER HOLE PER 40 SQUARE INCHES OF SURFACE AREA. THE RISER CREST SHALL BE 1-1/2 FEET BELOW THE TOP OF THE EMBANKMENT.
- UNLESS OTHERWISE SPECIFIED, PIPE SIZES SHALL BE SELECTED FROM THE FOLLOWING TABLE:

PIPE DIAMETER D. (INCHES)	MAXIMUM DRAINAGE AREA (ACRES)
12	0.75
15	1.25
18	2.0
21	3.0
24	5.0

GENERAL NOTES

- AREA UNDER EMBANKMENT SHALL BE CLEARED, GRUBBED AND STRIPPED OF ANY VEGETATION AND ROOT MAT. THE POOL AREA SHALL BE CLEARED.
- THE FILL MATERIAL FOR EMBANKMENT SHALL BE FREE OF ROOTS OF OTHER WOODY VEGETATION, AS WELL AS STONES, ROCKS, ORGANIC MATERIAL, OR OTHER OBJECTIONABLE MATERIAL. THE EMBANKMENT SHALL BE COMPACTED BY TRAVERSING WITH EQUIPMENT WHILE IT IS BEING CONSTRUCTED.
- SEDIMENT SHALL BE REMOVED AND TRAP RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO ONE-HALF THE DESIGN DEPTH OF THE TRAP OR 1 FOOT, WHICHEVER IS LESS. REMOVED SEDIMENT SHALL BE DEPOSITED IN AN APPROVED AREA AND IN SUCH A MANNER THAT IT WILL NOT ERODE.
- THE STRUCTURE SHALL BE INSPECTED AFTER EACH RAIN AND REPAIRS MADE AS NEEDED BY THE CONTRACTOR.
- CONSTRUCTION OPERATIONS SHALL BE CARRIED OUT IN SUCH A MANNER THAT EROSION AND WATER POLLUTION IS MINIMIZED.
- THE STRUCTURE SHALL BE REMOVED AND AREA STABILIZED WHEN THE DRAINAGE AREA HAS BEEN PROPERLY STABILIZED.
- ALL CUT AND FILL SLOPES SHALL BE 2:1 OR FLATTER.
- ALL PIPE CONNECTIONS SHALL BE WATERTIGHT.

STANDARDS FOR DIKES

DEFINITION

A DIKE IS A TEMPORARY RIDGE OF COMPACTED SOIL. A DIVERSION DIKE IS PLACED IMMEDIATELY ABOVE CUT OR FILL SLOPES. AN INTERCEPTOR IS LOCATED ACROSS RIGHT-OF-WAY OR DISTURBED AREAS. A PERIMETER DIKE IS PLACED ALONG THE PERIMETER OF THE DISTURBED AREA OR SITE.

PURPOSE

A DIVERSION DIKE INTERCEPTS STORM RUNOFF FROM SMALL UPLAND AREAS AND DIRECTS IT FROM THE EXPOSED SLOPES TO AN ACCEPTABLE OUTLET. AN INTERCEPTOR DIKE SHORTENS THE LENGTH OF EXPOSED SLOPES BY INTERCEPTING STORM RUNOFF AND DIVERTING IT TO AN ACCEPTABLE OUTLET. A PERIMETER DIKE PREVENTS OFFSITE STORM RUNOFF FROM ENTERING THE DISTURBED AREA OR PREVENTS SEDIMENT-LADEN WATER FROM LEAVING THE DISTURBED AREA.

CONDITIONS WHERE PRACTICE APPLIES

DIKES ARE CONSTRUCTED ADJACENT TO OR ACROSS DISTURBED AREAS TO PREVENT EXCESSIVE EROSION OR TO TRANSPORT SEDIMENT-LADEN WATER TO A SEDIMENT TRAPPING DEVICE. THE DIKES SHALL REMAIN IN PLACE UNTIL AREAS ARE PERMANENTLY STABILIZED.

DESIGN CRITERIA

DIKES SHALL NOT BE CONSTRUCTED OR DISCHARGED OUTSIDE THE PROPERTY LINES WITHOUT OBTAINING EASEMENTS FROM THE AFFECTED PROPERTY OWNERS. A DETAILED DESIGN IS NOT REQUIRED FOR DIKES; HOWEVER, THE FOLLOWING CRITERIA SHALL BE USED IN SELECTING SITES FOR PLACEMENT:

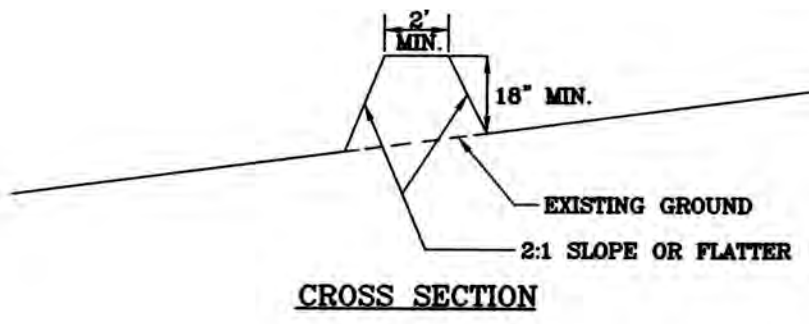
DRAINAGE AREA	LESS THAN 5 ACRES (FOR LARGE AREAS, SEE STANDARDS FOR DIVERSION).
TOP WIDTH:	2 FEET MINIMUM.
HEIGHT:	COMPACTED FILL SHALL BE 18 INCHES MINIMUM HEIGHT MEASURED FROM GROUND AT UPSLOPE TOE TO TOP OF THE DIKE.
SIDE SLOPES:	2:1 OR FLATTER (FLAT ENOUGH TO ALLOW CONSTRUCTION TRAFFIC TO CROSS IF DESIRED).
GRADE:	DEPENDENT UPON TOPOGRAPHY, BUT MUST HAVE POSITIVE DRAINAGE. INTERCEPTOR DIKE SHOULD BE BETWEEN 0.4 PERCENT AND 1.0 PERCENT.
STABILIZATION:	WHERE SLOPE OF CHANNEL (FLOW AREA) IS: 1%-5% STABILIZATION MAY BE REQUIRED DEPENDENT ON THE SITE CONDITIONS. OVER 5% SEE STANDARDS FOR DIVERSION.
SPACING:	INTERCEPTOR DIKES SHALL BE PLACED SUCH THAT THE MAXIMUM VERTICAL DISTANCE BETWEEN DIKES IS 10 FEET.

OUTLET

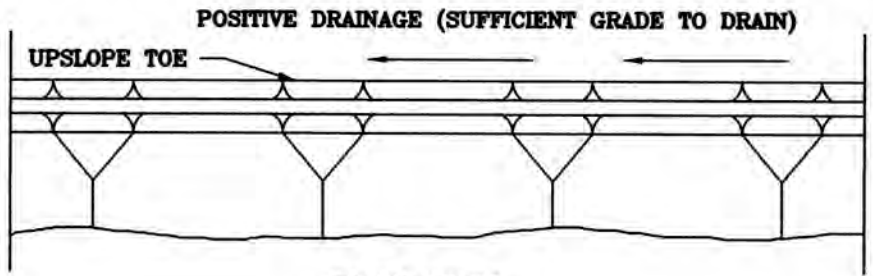
- RUNOFF FROM A PROTECTED OR STABILIZED AREA SHALL OUTLET DIRECTLY ONTO AN UNDISTURBED STABILIZED AREA OR INTO A LEVEL SPREADER (SEE STANDARDS FOR LEVEL SPREADER) OR GRADE STABILIZATION STRUCTURE (SEE STANDARD FOR GRADE STABILIZATION STRUCTURE).
- RUNOFF FROM A DISTURBED OR EXPOSED AREA SHALL BE CONVEYED TO A SEDIMENT TRAPPING DEVICE SUCH AS A SEDIMENT TRAP (SEE STANDARDS FOR SEDIMENT TRAP) OR A SEDIMENT BASIN (SEE STANDARDS FOR SEDIMENT BASIN) OR TO AN AREA PROTECTED BY ANY OF THESE PRACTICES.
- STRUCTURE THAT WILL CONTROL THE RUNOFF FROM DIKES SHALL BE INSTALLED AND STABILIZED BEFORE DIKES ARE INSTALLED.

GENERAL NOTES

- ALL DIKES SHALL BE MACHINE COMPACTED.
- FIELD LOCATION MAY BE ADJUSTED AS NEEDED TO UTILIZE A STABILIZED SAFE OUTLET.
- PERIODIC INSPECTION AND REQUIRED MAINTENANCE SHALL BE PROVIDED BY THE CONTRACTOR.



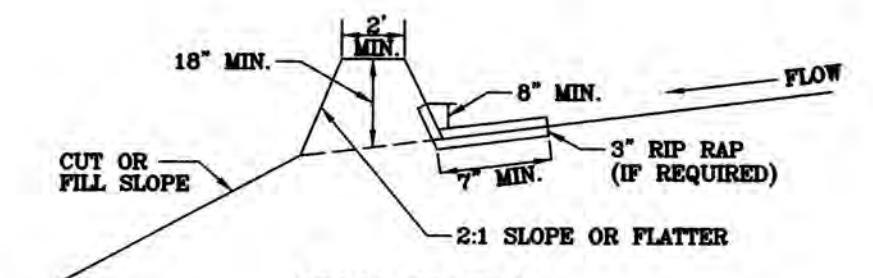
CROSS SECTION



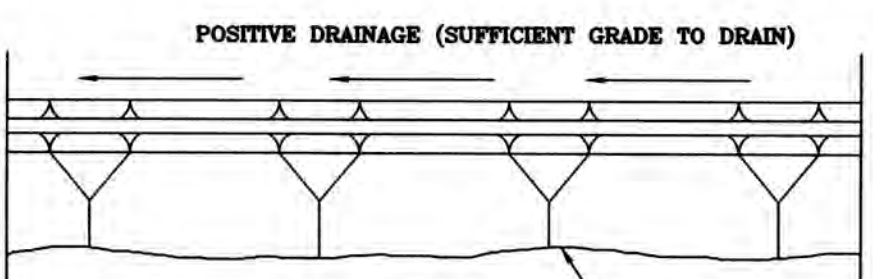
PLAN VIEW

PERIMETER DIKE

(NOT TO SCALE)



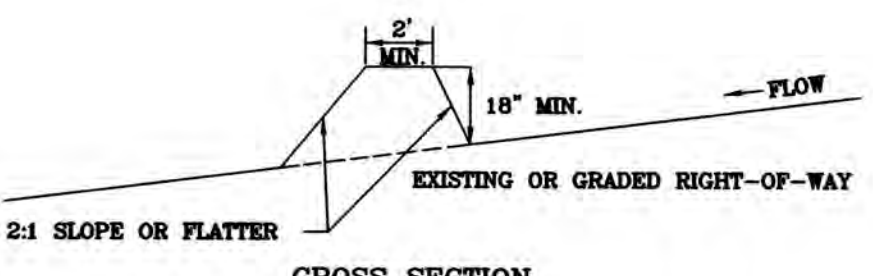
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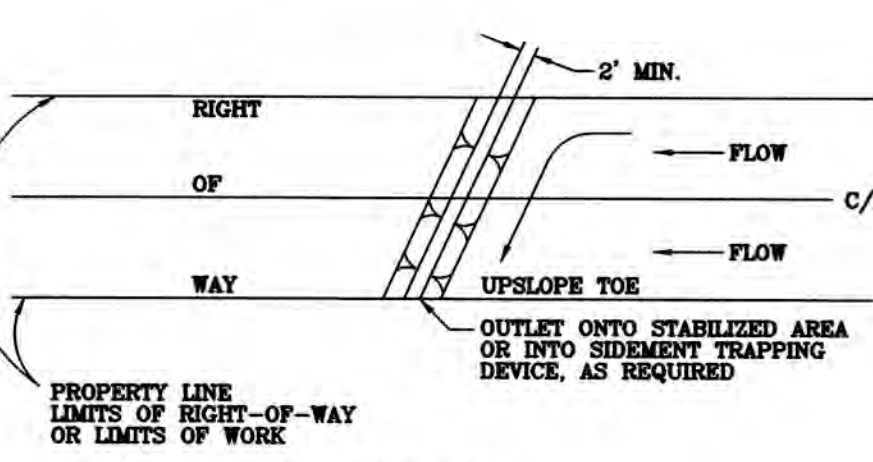
PLAN VIEW

DIVERSION DIKE

(NOT TO SCALE)



CROSS SECTION



PLAN VIEW

INTERCEPTOR DIKE

(NOT TO SCALE)

STANDARD FOR LAND GRADING

DEFINITIONS

RESHAPING OF THE EXISTING TOPOGRAPHY IN ACCORDANCE WITH A PLAN AS DETERMINED BY ENGINEERING SURVEYS, DESIGN AND LAYOUT.

PURPOSE

LAND GRADING IS USED FOR ONE OR MORE OF THE FOLLOWING PURPOSES: PROVIDE MORE SUITABLE SITES FOR BUILDING, FACILITIES, AND OTHER LAND USES; IMPROVE SURFACE DRAINAGE AND CONTROL EROSION.

DESIGN CRITERIA

THE LAND GRADING PLAN AND INSTALLATION SHALL BE BASED UPON ADEQUATE SURVEYS AND INVESTIGATIONS. THE PROPOSED LAND USE AND GRADING PLAN SHOULD FIT AND UTILIZE EXISTING TOPOGRAPHY AND NATURAL SURROUNDINGS AND MAKE EXTREME GRADE MODIFICATIONS UNNECESSARY. THE PLAN IS TO SHOW THE LOCATION, SLOPE, CUT, FILL AND FINISH ELEVATION OF THE SURFACES TO BE GRADED AND THE AUXILIARY PRACTICES FOR SAFE DISPOSAL OF RUNOFF WATER, SLOPE STABILIZATION, EROSION CONTROL, AND DRAINAGE SUCH AS WATERWAYS, LINED CHANNELS, DIVERSIONS, GRADE STABILIZATION STRUCTURES, RETAINING WALLS AND SURFACE AND SUBSURFACE DRAINS.

THE GRADING PLAN SHALL BE IN ACCORDANCE WITH THE FOLLOWING DESIGN CRITERIA:

- THE CUT FACE OF EARTH EXCAVATION WHICH IS TO BE VEGETATED SHALL NOT BE STEEPER THAN 3 HORIZONTAL TO 1 VERTICAL. CUT SLOPES OF MATERIALS NOT TO BE VEGETATED SHALL BE AT THE SAFE ANGLE OF REPOSE FOR THE MATERIALS ENCOUNTERED. UNVEGETATED CUT SLOPES SHALL BE PROTECTED BY MECHANICAL TREATMENT TO PROTECT THEM FROM EROSION.
- THE PERMANENT EXPOSED FACES OF FILLS SHALL BE NO STEEPER THAN 3 HORIZONTAL TO 1 VERTICAL.
- PROVISIONS ARE TO BE MADE TO SAFELY CONDUCT SURFACE WATER TO STORM DRAINS OR SUITABLE NATURAL WATER COURSES AND TO PREVENT SURFACE RUNOFF FROM DAMAGING CUT FACES AND FILL SLOPES.
- SUBSURFACE DRAINAGE IS TO BE PROVIDED IN AREAS HAVING HIGH WATER TABLE OR SEEPAGE CONDITIONS THAT WOULD AFFECT SLOPE STABILITY, BUILDING FOUNDATIONS, OR CREATE UNDESIRABLE WETNESS.
- EXCAVATIONS SHALL NOT BE MADE SO CLOSE TO PROPERTY LINES AS TO ENDANGER ADJOINING PROPERTY WITHOUT SUPPORTING AND PROTECTING SUCH PROPERTY FROM EROSION, SLIDING, SETTLING OR CRACKING.

- NO FILL IS TO BE PLACED WHERE IT WILL SLIDE OR WASH UPON THE PREMISES OF ANOTHER OR SO PLACED ADJACENT TO THE BANK OF A CHANNEL AS TO CREATE BANK FAILURE OR REDUCE THE NATURAL CAPACITY OF THE STREAM.
- FILLS ARE TO CONSIST OF MATERIAL FROM CUT AREAS, BORROW PITS, OR OTHER APPROVED SOURCES.

GENERAL NOTES

- TIMBER, LOGS BRUSH, RUBBISH, AND VEGETATIVE MATTER THAT WILL INTERFERE WITH THE GRADING OPERATION OR AFFECT THE PLANNED STABILITY OF FILL AREAS SHALL BE REMOVED AND DISPOSED OF ACCORDING TO THE PLANS. AVOID UNNECESSARY REMOVAL OF TREES AND VEGETATION THAT COULD BE LEFT ENHANCE THE ATTRACTIVENESS OF THE DEVELOPMENT.
- TOP SOIL IS TO BE STRIPPED AND STOCKPILED IN AMOUNTS NECESSARY TO COMPLETE FINISH GRADING OF ALL EXPOSED AREAS REQUIRING TOPSOIL FOR THE ESTABLISHMENT OF VEGETATION.
- FILL MATERIAL IS TO BE FREE OF BRUSH, RUBBISH, ROCKS, LOGS AND STUMPS, IN AMOUNTS THAT WILL BE DETRIMENTAL TO CONSTRUCTING STABLE FILLS.
- CUT SLOPES WHICH ARE TO BE TOPSOILED WILL BE SCARIFIED TO A MINIMUM DEPTH OF 3 INCHES PRIOR TO PLACEMENT OF TOPSOIL.
- ALL FILLS INTENDED TO SUPPORT BUILDINGS, STRUCTURES, SEWERS AND CONDUITS SHOULD BE TESTED FOR STRENGTH AND THE FOUNDATIONS DESIGNED ACCORDINGLY. COMPACTION OF OTHER FILLS WILL BE AS REQUIRED TO REDUCE SLIPPING, EROSION, OR EXCESS SATURATION.
- MAXIMUM THICKNESS OF LAYERS OF FILLS ARE NOT TO EXCEED 8 INCHES.
- ALL AREAS ARE TO BE ROUGH GRADED TO WITHIN 0.2 FOOT OF THE PLANNED ELEVATION AFTER ALLOWANCE HAS BEEN MADE FOR THICKNESS OF TOPSOIL, PAVING OR OTHER INSTALLATIONS.
- ALL DISTURBED AREAS SHALL BE LEFT IN A WELL DRAINED, NEAT AND FINISHED APPEARANCE.

NO.	REVISION	BY

EROSION CONTROL MEASURES

TAXIWAY A EXTENSION PART 2
HATTIESBURG, MISSISSIPPI

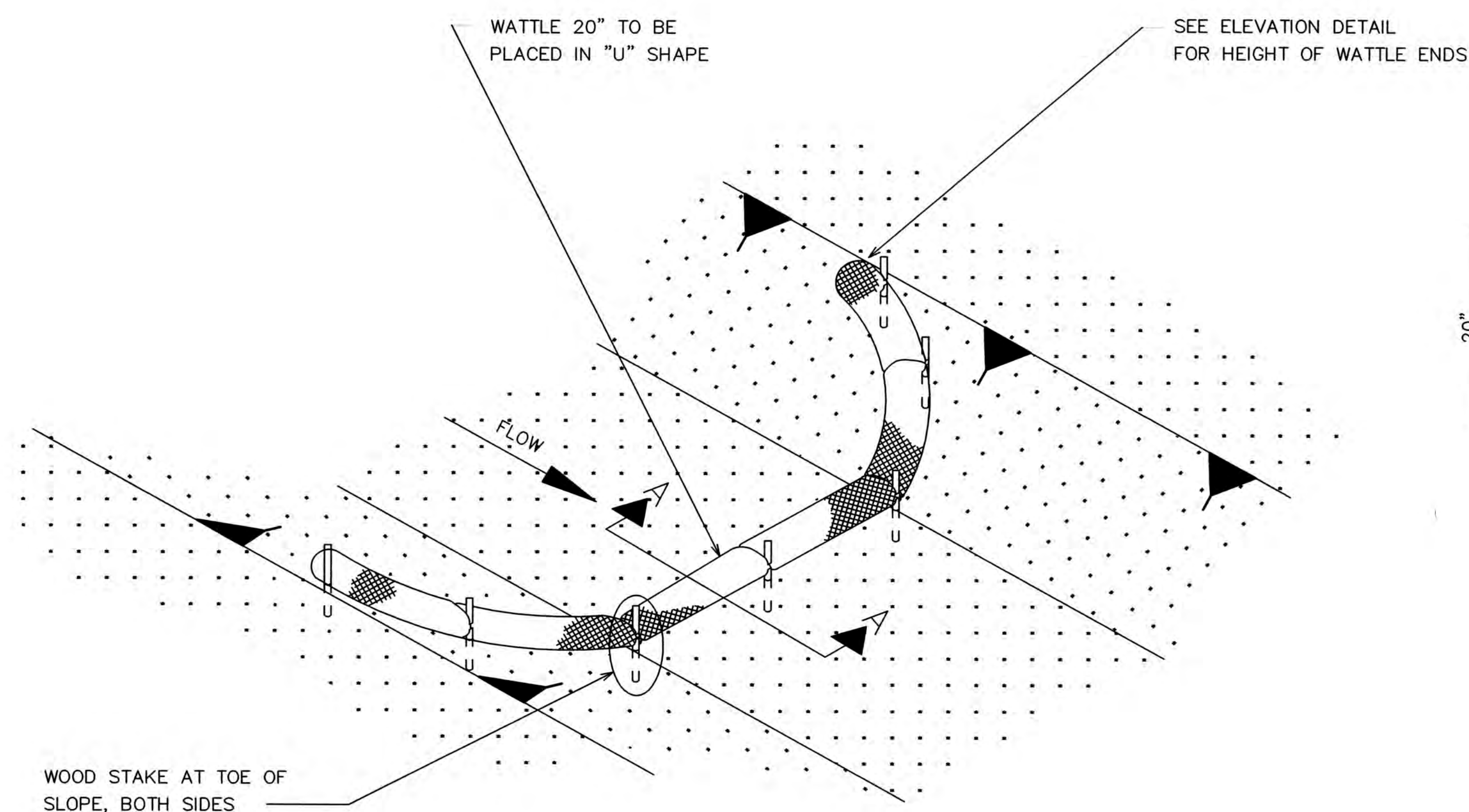
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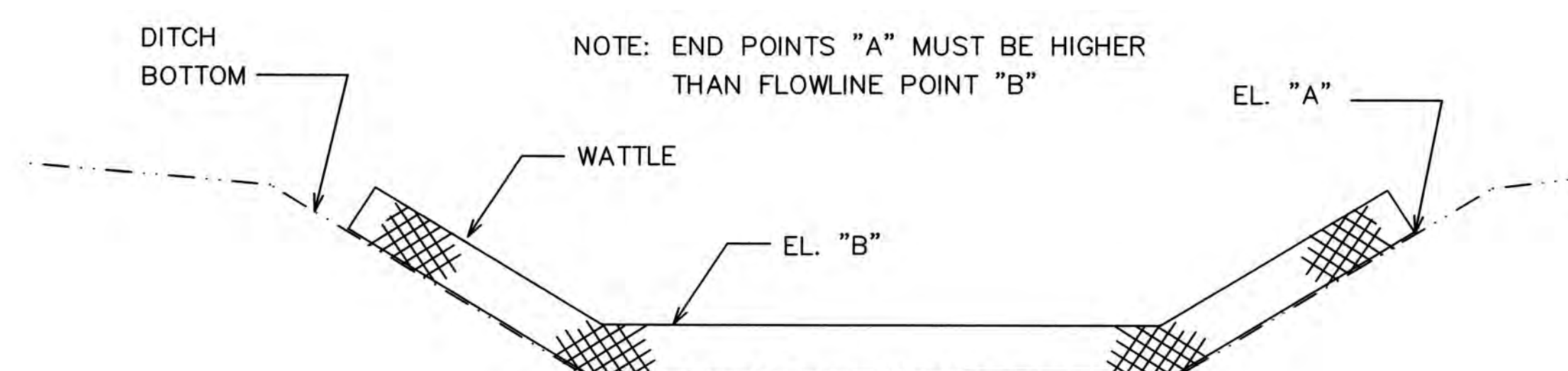
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HAMMOND, LOUISIANA

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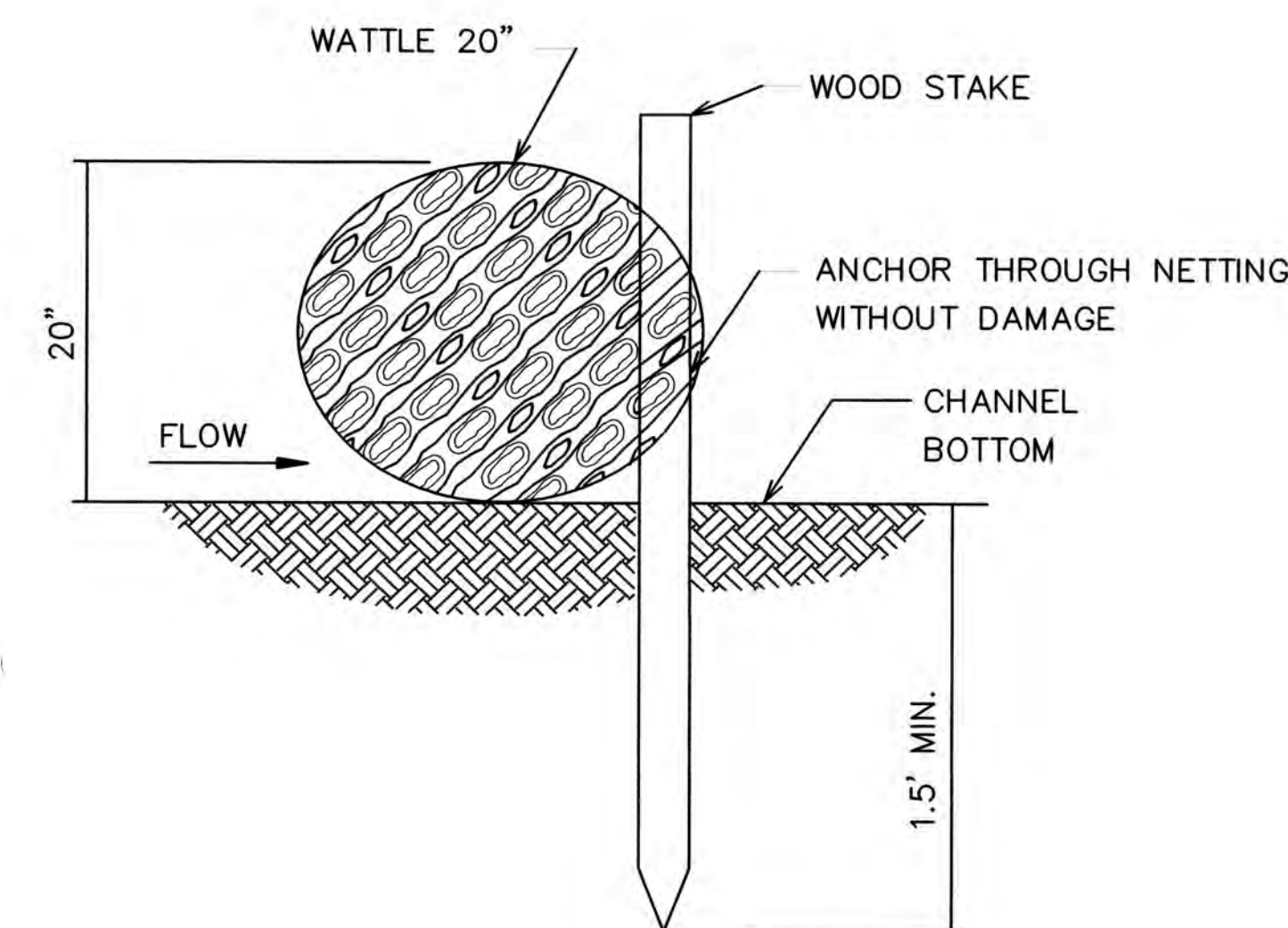




DETAIL (DITCH CHECK)



ELEVATION DETAIL



SECTION A-A

NOTES:

1. MINIMUM RECOMMENDED PLACEMENT INTERVAL BETWEEN WATTLE DITCH CHECK IS 100' UNLESS SHOWN OTHERWISE ON THE PLANS OR EROSION CONTROL PLAN APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON ECD-4
2. ANCHORING WOOD STAKES SHALL BE SIZED, SPACED, DRIVEN, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE CHECK. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET. ALL NON-DEGRADABLE MATERIALS SHALL BE REMOVED WHEN NO LONGER NEEDED.
3. TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.
4. WATTLES SHOULD NOT BE USED IN HARD BOTTOM CHANNELS.

WATTLE DITCH CHECK SELECTION GUIDELINES

WATTLE DITCH CHECKS ARE APPROPRIATE FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.



NO.	REVISION	BY

EROSION CONTROL MEASURES

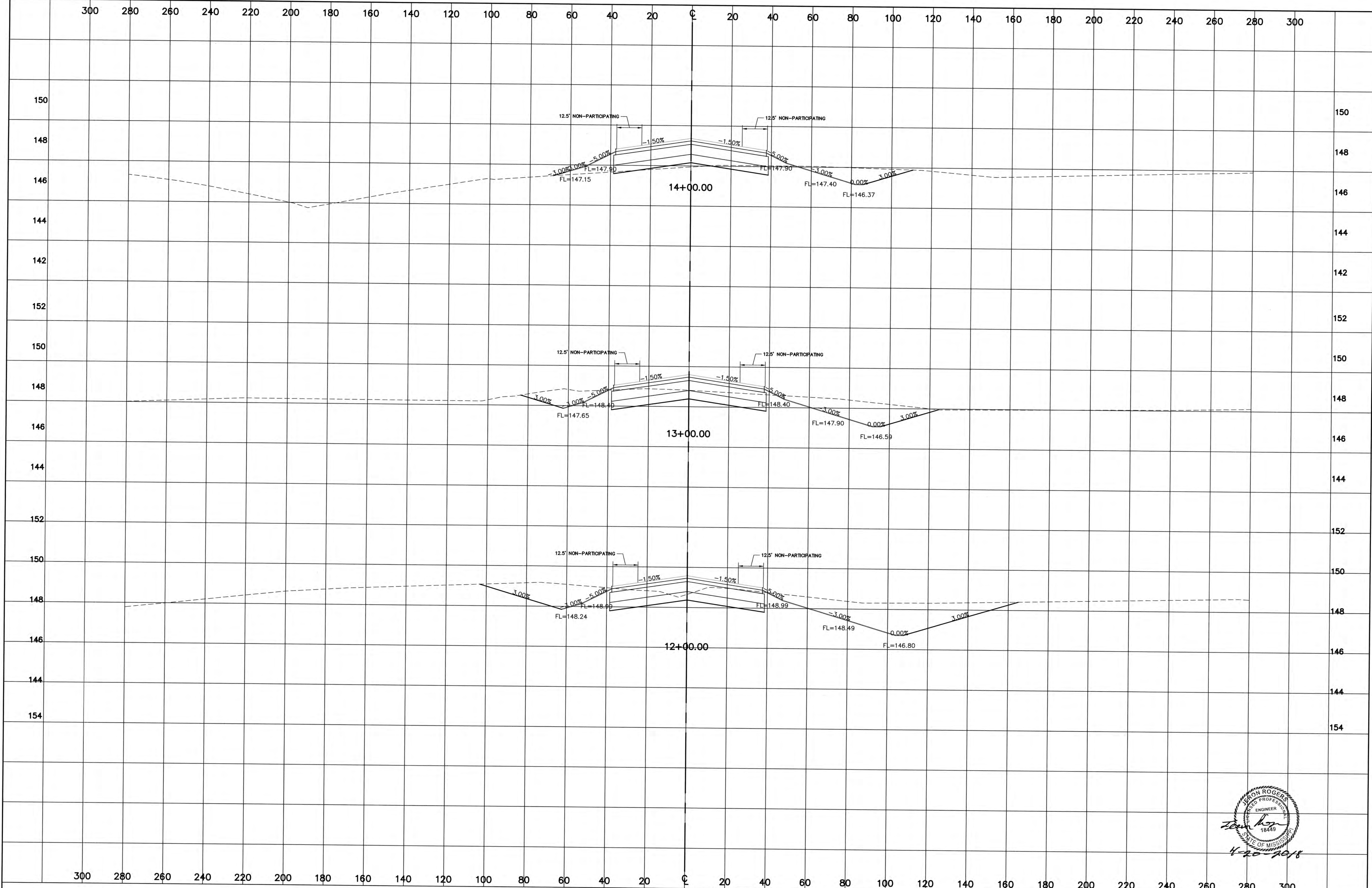
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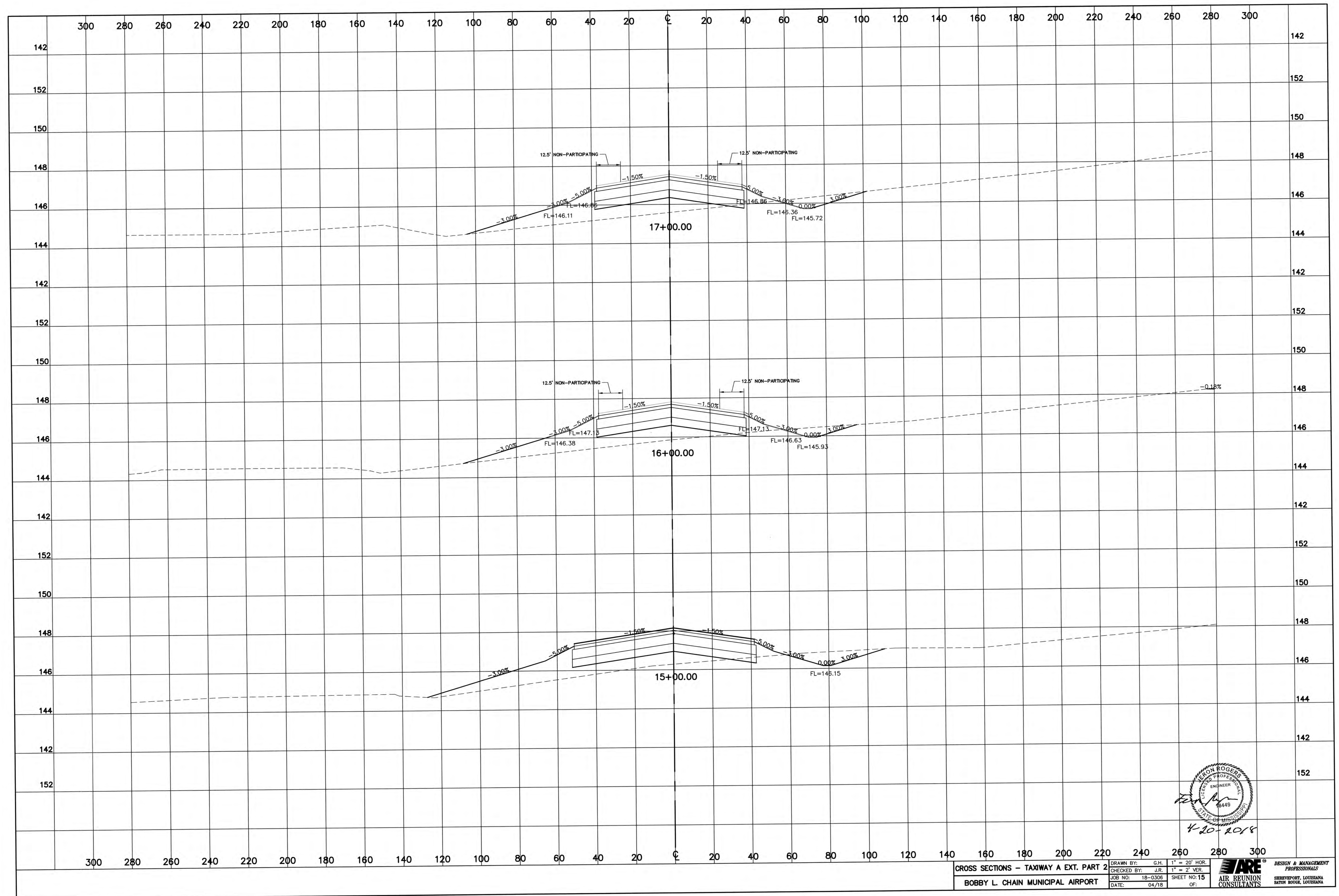
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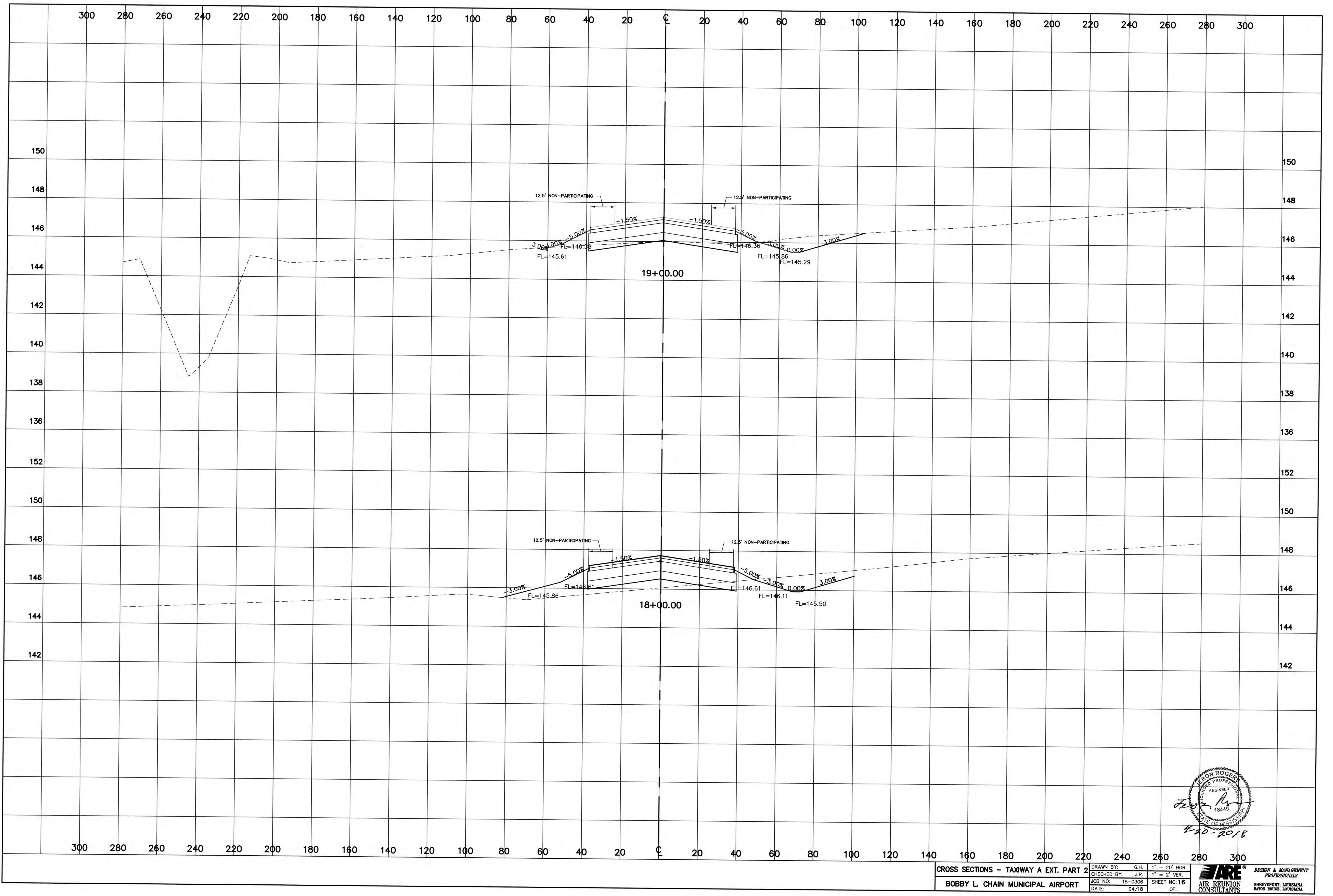
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HAMMOND, LOUISIANA

DRAWN BY	CHECKED BY	JOB NO.	SCALE	DATE	SHEET
G.H.	J.R.	18-0306		04/18	13





4-20-2018



SPECIFICATIONS AND CONTRACT DOCUMENTS

HATTIESBURG-BOBBY L. CHAIN
MUNICIPAL AIRPORT
TAXIWAY A EXTENSION PART 2

AIP NO. 3-28-0031-0025-2018

CITY OF
HATTIESBURG

Prepared By

ARE Consultants, Inc.

800 Spring Street, Suite 214, Shreveport, LA 71101

P.O. Box 38252, (318) 222-8252

1216 S. Morrison, STE 5, Hammond, LA 70403

April, 2018



4-20-2018

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CONTRACT DOCUMENTS

SECTION A: ADVERTISEMENT FOR BIDDERS

Proof of Publication Required.

SEALED BIDS for construction of the following will be received by the City of Hattiesburg in the City Clerks Office, City Hall, Hattiesburg, MS 39401 until 10:00 a.m. Central Time on June 14, 2018 for Hattiesburg-Bobby L. Chain Municipal Airport Taxiway A Extension Part 2(A.I.P. Project No. 3-28-0031-0025-2018) for the City of Hattiesburg.

This project shall generally consist of work which includes: earthwork, base, paving, marking and turfing.

Each bid shall generally be accompanied by a bid bond. All bids must be written accompanied by bid security equal to five (5) percent of the total base bid, in the form of a certified check, cashier's check written by a company properly licensed in Mississippi.

Bids will be publicly opened and read aloud. Any bid received after closing time will be returned unopened.

Copies of the Contract Documents are on file at the City Engineering Office, 212 West Front Street, Hattiesburg, MS 39401 and are open for public inspection.

Contract documents may be examined and secured by licensed contractors, sub-contractors, and material suppliers from ARE Consultants, Inc. at (318)222-8252. Additional copies are available at the City Engineering Office. Make inquiries to obtain plans to Lamar Rutland, PE, Director of Engineering, 212 West Front Street, Hattiesburg, MS 39401. Plans are available upon deposit of One Hundred Dollars (\$100.00) per set for each set obtained. Direct questions to the Engineer at (318) 222-8252. The deposit will be refunded upon return of the drawings and specifications in good condition within ten (10) days after date of opening of bids.

Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids can be submitted at www.centralbidding.com.

Evidence that a Contractor holds a valid Mississippi Contractor's License must be presented prior to release of bidding documents and/or submittal of a bid proposal. The required classification is Highway, Street, and Bridge Construction.

It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds.

The proposed contract is subject to the Buy American provision under Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990. Details of such requirements are contained in the specifications.

The following question will be asked of all bidders: "Has the bidder defaulted on a contract or ever been involved in litigation with a political subdivision of the State of Mississippi or any other state or country?" _____ YES
_____ NO If "YES," please supply full details.

The bids shall be presented in a sealed envelope marked:

Bobby L. Chain Municipal Airport
BID DATE: June 14, 2018, 10:00 a.m. Central Time
Taxiway A Extension Part 2
A.I.P Project No. 3-28-0031-0025-2018
for the City of Hattiesburg.

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to Section 31-7-31 of the Mississippi Code 1972 Annotated and Amended, and other applicable State Law; but the Council reserves the right to reject any or all proposals received and to waive informalities. PUBLISHED by Order of the Council on the 8th day of May 2018.

A mandatory pre-bid conference is scheduled for 10:00 a.m. Thursday, May 31st, 2018, in the Airport Conference Room, 29 Academy Drive, Hattiesburg Bobby L. Chain Airport, Hattiesburg, MS.

By: _____

Kermas Eaton, City Clerk
City of Hattiesburg

Dates of Publication:

The Post

Thursday, May 10, 2018

Thursday, May 17, 2018

Clarion Ledger

Thursday, May 10, 2018

Thursday, May 17, 2018

SECTION B: INSTRUCTIONS FOR BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders which are defined in the General Provisions of the Construction Specifications have the meanings assigned to them in the General Provisions.

2. QUALIFICATIONS OF BIDDERS

To demonstrate his qualifications for the Project, each Bidder must be prepared to submit within five days of Owner's request written evidence of the types set forth in the Special Provisions or General Provisions, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located.

3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

3.1 Before submitting his Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect performance of the Work, (c) familiarize himself with Federal, state, and local laws, ordinances, rules and regulations affecting performance of the Work; and (d) carefully correlate his observations with the requirements of the Contract Documents.

3.2 Reference is made to the General Provisions of the Specifications for the identification of those surveys and investigation reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by Engineer in preparing the Drawings and Specifications. Owner will make copies of such surveys and reports available to any Bidder requesting them. Before submitting his bid, each Bidder will, at his own expense, make such additional surveys and investigations as he may deem necessary to determine his Bid price for performance of the Work within the terms of the Contract Documents.

3.3 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 3.

4. INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents shall be submitted to Engineer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the bidding documents. Questions received less than five days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5. BID SECURITY

7.3 Contractor shall not be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

8. BID FORM

8.1 The Bid Form is included in the Contract Documents; additional copies may be obtained from Engineer.

8.2 Bid Forms must be completed in ink or by typewriter. The Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence. In case of mathematical discrepancies, the unit price shall take precedence.

8.3 NOT USED

8.4 Bids by partnerships must be executed in the partnership name and signed by a partner, his title must appear under his signature and the official address of the partnership must be shown below the signature.

8.5 NOT USED

8.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

8.7 NOT USED

9. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Invitation for Bid and shall be submitted in an opaque sealed envelope, marked with the Project title, name and address of the Bidder, Contractor's license number for state in which the work is to be done, and accompanied by the Bid Security and other required documents.

10. MODIFICATION AND WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening Bids.

11. OPENING OF BIDS

Bids will be opened as indicated in the Invitation to Bid

The amount and type of Bid Security is stated in the Advertisement of Bids. The required security must be in the form of a certified or bank cashier's check made payable to Owner or a bid bond issued by a surety licensed to conduct business in the state where the Project is located and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department or by a Mississippi domiciled insurance company with at least an A rating in the latest printing of A. M. Best's Key Rating Guide and in accordance with Mississippi law. The Bid Security of the successful Bidder will be retained until he has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if he fails to execute and deliver the Agreement and furnish the required Contract Security within 10 days of the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom the Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the executed Agreement is delivered by Owner to Contractor and the required Contract Security is furnished or the sixty-first day after the Bid Opening. Bid Security of other Bidders will be returned within seven days of the Bid Opening.

6. CONTRACT TIME

The number of days for the completion of Work (the Contract Time) is set forth in the Contract Form. Any provisions for liquidated damages are set forth in the Contract Documents. The contract time is established in calendar days.

7. SUBCONTRACTORS, ETC.

7.1 If the Supplementary Conditions, Special Provisions, General Provisions or Specifications require the identity of certain Subcontractors and other persons and organizations to be submitted to Owner in advance of the Notice of Award, the apparent low Bidder, and any other Bidder so requested, will within seven days after the day of the Bid Opening submit to Owner a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of materials and equipment) proposed for those portions of the Work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person and organization if requested by Owner. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, he may before giving the Notice of Award request the apparent low Bidder to submit an acceptable substitute without an increase in his Bid price. If the apparent low Bidder declines to make any such substitution, he will not thereby sacrifice his Bid Security. Any Subcontractor, other person or organization so listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer.

7.2 In contracts where the Contract Price is on the basis of Cost of the Work Plus a Fee. Contractor, prior to the Notice of Award, must identify in writing to Owner those portions of the Work that he proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with Owner's written consent.

12. BIDS TO REMAIN OPEN

All Bids shall remain open for the period of time stated in the Bid Form after the day of the Bid Opening, but Owner may, in his sole discretion, release any Bid and return the Bid Security prior to the date.

13. AWARD OF CONTRACT

13.1 Owner reserves the right to reject any and all Bid Schedules and Total Bids waive any and all informalities, and the right to disregard all nonconforming or conditional Bids or counter proposals.

13.2 In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested on the Bid forms. He may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of materials and equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

13.3 If a contract is to be awarded, it will be awarded to the lowest responsible Bidder, for Bid schedule selected, whose evaluation by Owner indicates to the Owner that the award will be in the best interests of the Project and the Owner.

13.4 If the contract is to be awarded, Owner will give the apparent successful Bidder a Notice of Award within the time period specified for the Bid to be binding in the Bid Form.

13.5 Simultaneously with delivery of the executed counterparts of the Agreement to Owner, Contractor shall deliver to Owner the required Contract Security.

SECTION C: MANDATORY CONTRACT PROVISIONS

SPECIAL INSTRUCTION TO BIDDERS REGARDING EEO

Notice of Requirement for Affirmative Action to
Ensure Equal Employment Opportunity
(Executive Order 11246, as amended)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for minority participation in each trade	Goals for female participation in each trade
31.0%	6.9%

The goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the executive order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications Set forth in 41 CFR Part 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the contractor's goals, shall be a violation of the contract, the executive order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director, OFCCP, within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employee identification

number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is the State of Mississippi, Forrest County, City of Hattiesburg.

SPECIAL NOTICE TO BIDDERS

BUY AMERICAN - STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS

(Aviation Safety and Capacity Expansion Act of 1990)

(a) The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:

1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b) (1) or (2) shall be treated as domestic.

2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.

3. Cost of Components. This means the cost for production of the components, exclusive of final assembly labor costs.

(b) The successful bidder will be required to assure that only domestic steel and manufactured products will be used by the Contractor, subcontractors material, men, and suppliers in the performance of this contract, except those

(1) that the U. S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;

(2) that the U. S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or

(3) that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

INSTRUCTIONS REGARDING CONTRACTOR'S INSURANCE

Contractor's Liability Insurance Requirements. The bidder shall provide with the Proposal a listing of both automobile and personal liability insurance coverage currently in force, along with a copy of a Certificate of Insurance as verification of that coverage. In addition, the bidder shall provide a statement of premium cost issued by the agent or insurance carrier for that coverage.

In the event the Owner determines that the low bidder's coverage in force is inadequate, the Owner may require the low bidder to procure additional coverage in amounts specified by the Owner. The cost premiums for such additional coverage shall be paid by the Owner in the form of a reimbursement under the contract.

In the event the low bidder is unable, after diligent effort, to procure such additional coverage as may be required by the Owner, the Owner shall provide such additional coverage, naming the contractor as insured or, at the option of the Owner, reduce the amount of additional coverage required or waive any requirement for additional coverage.

Third Party Coverage. In the event the bidding documents require the contractor to name the consultant and/or the Owner as additional insured, the bidder shall show the premium cost for the additional insured in the Proposal in the item for additional coverage. The amount shown in the bid item for additional premium above cost shall be that amount of additional premium the premium for the coverage shown in the Certificate of Insurance submitted with the bid. In the event additional coverage is required by the Owner, the additional premium cost for third party coverage above the amounts shown in the Certificate of Insurance shall be paid by the Owner in the form of a reimbursement under the contract.

REQUIRED LANGUAGE IN PROPOSALS FOR AIP CONTRACTS

Section 60-1.7(b) of the Regulations of the Secretary of Labor requires each bidder or prospective prime contractor and proposed subcontractor, where appropriate, to state in the bid or at the outset of negotiations for the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed with the Joint Reporting Committee, the director, an agency, or the former President's Committee on Equal Employment Opportunity all reports due under the applicable filing requirements. In any case in which a bidder or prospective prime contractor or proposed subcontractor which participated in a previous contract subject to Executive Order 10925, 11114, or 11246 has not filed a report due under the applicable filing documents, no contract or subcontract shall be awarded unless such contractor submits a report covering the delinquent period or such other period specified by the FAA or the Director, OFCCP.

Bid or Proposal Form. To effectuate the foregoing requirements, the sponsor is required to include in the bid or proposal form a statement substantially as follows:

The bidder (proposer) shall complete the following statement by checking the appropriate space.

The bidder (proposer) has ____ has not ____ participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The bidder (proposer) has ____ has not ____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the bidder (proposer) has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder (Proposer) shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of contract.

Standard form 100 is normally furnished contractors annually, based on a mailing list currently maintained by the Joint Reporting Committee. In the event a contractor has not received the form, he may obtain it by writing to the following address:

Joint Reporting Committee
1800 G Street
Washington, DC 20506

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION
(49 CFR PART 29)**

The bidder (offeror) certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees that by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

**CERTIFICATION REGARDING FOREIGN TRADE RESTRICTIONS
(49 CFR PART 30)**

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U. S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous. The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

BUY AMERICAN CERTIFICATION
(Aviation Safety and Capacity Expansion Act of 1990)

By submitting a bid/proposal under this solicitation, except for those items listed by the offeror below or on a separate and clearly identified attachment to this bid/proposal, the offeror certifies that steel and each manufactured product, is produced in the United States (as defined in the clause Buy American - Steel and Manufactured Products for Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

Offerors may obtain from ARE Consultants, Inc. lists of articles, materials, and supplies excepted from this provision.

PRODUCT

COUNTRY OF ORIGIN

**CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT
OPPORTUNITY**

GENERAL

BIDDER'S NAME

ADDRESS

INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NO.

NONSEGREGATED FACILITIES

**NOTICE TO PROSPECTIVE FEDERALLY ASSISTED
CONSTRUCTION CONTRACTORS
(41 CFR 60-1.8)**

- (1) A Certification of Nonsegregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the equal opportunity clause.
- (2) Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the equal opportunity clause.

NOTE: The penalty for making false statements in offers is prescribed in 18 U. S. C. 1001.

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR
CERTIFICATION OF NONSEGREGATED FACILITIES**

- (1) A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the equal opportunity clause.
- (2) Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the equal opportunity clause.

NOTE: The penalty for making false statements in offers is prescribed in 18 U. S. C. 1001.

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or any other reason. The federally assisted construction agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a contract or subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

Certification - The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer (Please Type)

Signature

Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U. S. C. 1001.

WAGE, LABOR, EEO, SAFETY AND GENERAL REQUIREMENTS

Part A: FEDERAL AVIATION ADMINISTRATION REQUIREMENTS

A-1: Airport and Airway Improvement Program Project.

The work in this contract is included in Airport Improvement Project No. 3-28-0031-0025-2018 which is being undertaken and accomplished by the City of Hattiesburg(Sponsor) in accordance with the terms and conditions of a grant agreement between the Sponsor and the United States, under the Airport and Airway Improvement Act of 1982 (P. L. 97-248) as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987 (P. L. 100-223) and Part 152 of the Federal Aviation Regulations (14 CFR Part 152), pursuant to which the United States has agreed to pay a certain percentage of the costs under those Acts. The United States is not a party to this contract and no reference in this contract to the FAA or any representative thereof, or the United States, by the contract, makes the United States a party to this contract.

A-2: Consent to Assignment.

The contractor shall obtain the prior written consent of the Sponsor to any proposed assignment of any interest in or part of this contract.

A-3: Convict Labor.

No convict labor may be employed under this contract.

A-4: Veterans Preference.

In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Act. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

A-5: Withholding: Sponsor from Contractor.

Whether or not payments or advances to the City of Hattiesburg(Sponsor) are withheld or suspended by the FAA, the Sponsor may withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the contractor or any subcontractor on the work, the full amount of wages required by this contract.

A-6: Nonpayment of Wages.

If the contractor or subcontractor fails to pay any laborer or mechanic employed or working on the site of the work any of the wages required by this contract, the City of Hattiesburg(Sponsor) may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment or advance of funds until the violations cease.

A-7: FAA inspection and review.

The contractor shall allow any authorized representative of the FAA to inspect and review any work or materials used in the performance of this contract.

A-8: Subcontracts.

The contractor shall insert in each of his subcontracts the provisions contained in paragraphs A-1, A-3, A-4, A-5, A-6, and A-7 requiring the subcontractors to include these provisions in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

A-9: Contract termination.

Any violation or breach of the terms of this contract on the part of the contractor or subcontractor may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this agreement. (49 CFR Part 18).

A-10: Inspection of Records.

The contractor shall maintain an acceptable cost accounting system. The Sponsor, the FAA, and the Comptroller General of the United States shall have access to any books, documents, paper, and records of the contractor which are directly pertinent to the specific contract for the purposes of making an audit, examination, excerpts, and transcriptions. The contractor shall maintain all required records for three years after the Sponsor makes final payment and all other pending matters are closed. (49 CFR Part 18).

A-11: Rights to Inventions.

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed. Information regarding these rights is available from the FAA and the Sponsor. (49 CFR Part 18).

A-12: General Civil Rights Provisions.

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the contractor from the bid solicitation period through the completion of the contract. (Section 520, Airport and Airway Improvement Act of 1982).

**Part B: DAVIS-BACON ACT REQUIREMENTS
(29 CFR PART 5)**

B-1 Minimum Wages.

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to laborers or mechanics, subject to the provisions of paragraph (B1) (d) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a) (4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (B-1) (b) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(b) (1) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determinations; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour

Division, Employment Standards Administration, U. S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (B1) (b) (2) or (3) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that, the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

B-2 Withholding.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to David-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic,

including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

B-3 Payrolls and Basic Records.

(a) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her current classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b) (2) (b) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1) (iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1 (b) (2) (B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs (29 CFR 5.5(a) (3) (i) (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

(b) (1) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph 5.5(a) (3) (i) above. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U. S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph B-3 (a) above and that such information is correct and complete;

(ii) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph B-3 (b) (2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(c) The contractor or subcontractor shall make the records required under paragraph B-3 (a) of this section available for inspection, copying or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

B-4 Apprentices and Trainees.

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a

contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or the State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment Training Administration. The ratio of trainee to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainee's shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any training performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

B-5 Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

B-6 Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a) (1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

B-7 Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

B-8 Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

B-9 Certification of Eligibility.

(a) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a) (1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12(a) (1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001.

B-10 Contract Termination: Debarment.

A breach of the contract clauses in paragraph B-1 through B-9 of this section and paragraphs C-1 through C-5 of Section C may be grounds for termination of the contract, and for the debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

B-11: The following inserts include the wage determination for this project. The “Highway” determination shall priority for the project.

General Decision Number: MS170235 04/14/2017 MS235

Superseded General Decision Number: MS20160235

State: Mississippi

Construction Type: Highway

County: Forrest County in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	04/14/2017

* ELEC0903-006 12/01/2016

	Rates	Fringes
ELECTRICIAN.....	\$ 26.10	12.5%+4.00

SUMS2010-054 08/04/2014		

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 12.00	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 11.54	1.63
HIGHWAY/PARKING LOT STRIPING: Truck Driver (Line Striping Truck).....	\$ 14.55	0.00
INSTALLER - SIGN.....	\$ 12.19	0.00
INSTALLER: Guardrail.....	\$ 12.39	0.00
IRONWORKER, REINFORCING.....	\$ 16.44	0.00
LABORER: Common or General, Including Asphalt Raking, Shoveling, Spreading.....	\$ 10.34	0.00
LABORER: Flagger.....	\$ 11.42	0.00
LABORER: Grade Checker.....	\$ 14.82	0.00
LABORER: Luteman.....	\$ 12.88	0.00

LABORER: Mason Tender - Cement/Concrete.....	\$ 10.57	0.00
LABORER: Pipelayer.....	\$ 14.50	0.00
LABORER: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 12.17	0.00
OPERATOR: Asphalt Spreader.....	\$ 14.71	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.20	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 11.86	0.00
OPERATOR: Broom/Sweeper.....	\$ 10.94	0.00
OPERATOR: Bulldozer.....	\$ 13.99	0.00
OPERATOR: Concrete Saw.....	\$ 13.93	0.00
OPERATOR: Crane.....	\$ 14.80	0.00
OPERATOR: Distributor.....	\$ 11.46	0.00
OPERATOR: Grader/Blade.....	\$ 16.09	0.00
OPERATOR: Loader.....	\$ 13.99	0.00
OPERATOR: Mechanic.....	\$ 13.00	0.00
OPERATOR: Milling Machine.....	\$ 16.96	0.00
OPERATOR: Oiler.....	\$ 12.22	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 11.56	0.00
OPERATOR: Roller (All Types)....	\$ 12.17	0.00
OPERATOR: Scraper.....	\$ 14.00	0.00
OPERATOR: Tractor.....	\$ 12.00	0.00
SURVEYOR (Staking, Marking and Brush Clearing).....	\$ 11.56	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.72	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 14.18	0.00
TRUCK DRIVER: Mechanic.....	\$ 12.31	0.00
TRUCK DRIVER: Water Truck.....	\$ 17.08	0.00
TRUCK DRIVER: Dump Truck (All Types).....	\$ 11.58	0.00
TRUCK DRIVER: Semi/Trailer Truck.....	\$ 14.36	0.00

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average

rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**Part C: CONTRACT WORKHOURS AND SAFETY STANDARDS ACT
REQUIREMENTS
(29 CFR PART 5)**

C-1: Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborers or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

C-2: Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph C-1 above, the contractor or any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph C-1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph C-1 above.

C-3: Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph C-2 above.

C-4: Subcontractors.

The contractors or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs C-1 through C-4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs C-1 through C-4.

C-5: Working Conditions.

No contractor or subcontractor may require any laborer or mechanic employed in the performance of any contract to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous to his health or safety as determined under construction safety and health standards (29 CFR Part 1926) issued by the Department of Labor.

Part D: EQUAL EMPLOYMENT OPPORTUNITY
(41 CFR PART 60-1.4(b))

During the performance of this contract, the contractor agrees as follows:

D-1: The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

D-2: The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

D-3: The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D-4: The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

D-5: The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

D-6: In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedure authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

D-7: The contractor will include the portion of the sentence immediately preceding paragraph D-1 and the provisions of paragraphs D-1 through D-7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Part E: CLEAN AIR AND WATER POLLUTION CONTROL REQUIREMENTS

E-1: Any other provision herein to the contrary notwithstanding, the contractor in carrying out work under this contract, shall at all times comply with all applicable state and federal air and water quality standards; with all pollution control laws; and with such rules, regulations, and directives as may be lawfully issued by a local, state, or federal agency having the area surrounding where work under this contract will be performed. In addition, the contractor shall comply with directives given by the Project Engineer in implementation of the letter and intent of FAA Advisory Circular 150/5370-10, Item P-156, Temporary Air and Water Pollution, Soil Erosion and Siltation Control. Copies of this Advisory Circular can be obtained from Department of Transportation, Distribution Unit, TAD-484.3, Washington, D.C. 20590.

E-2: Contractors and subcontractors agree:

- a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
- c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
- d. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

**Part F: STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION**

**CONTRACT SPECIFICATIONS
(41 CFR 60-4.3)**

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a

recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as a superintendent, general foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitation to minority and female contractor associations and other business associations.

Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. The contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of change in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**Part G: CONTRACTUAL REQUIREMENTS PURSUANT TO CIVIL RIGHTS ACT
OF 1964, TITLE VI
(49 CFR PART 21)**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the owner.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the owner shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the owner may direct as a means of enforcing such provisions including sanctions for noncompliance.

Part H: TERMINATION OF CONTRACT
(49 CFR PART 18)

1. The owner may, by written notice, terminate this contract in whole or in part at any time, either for the owner's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the owner.

2. If the termination is for the convenience of the owner, the equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

3. If the termination is due to failure to fulfill the contractor's obligations, the owner may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the owner for any additional cost occasioned to the owner thereby.

4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the owner. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

5. The right and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**Part I: BUY AMERICAN: STEEL AND MANUFACTURED PRODUCTS
FOR CONSTRUCTION CONTRACTS
(Aviation Safety and Capacity Expansion Act of 1990)**

(a) The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:

1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b) (1) or (2) shall be treated as domestic.

2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.

3. Cost of Components. This means the cost for production of the components, exclusive of final assembly labor costs.

(b) The successful bidder will be required to assure that only domestic steel and manufactured products will be used by the Contractor, subcontractors material men, and suppliers in the performance of this contract, except those

(1) that the U. S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;

(2) that the U. S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or

(3) that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

DISADVANTAGED BUSINESS ENTERPRISE CONTRACT PROVISIONS (49 CFR PART 23)

PART A

Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement.

DBE Obligation. The contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DOT-assisted contracts.

Compliance. All bidders, potential contractors or subcontractors for this DOT-assisted contract are hereby notified that failure to carry out the DOT policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the owner.

Subcontract Clauses.

All bidders and potential contractors hereby assure that they will include the above clauses in all subcontracts which offers further subcontracting opportunities.

PART B

It is further understood and agreed:

The award procedure for this solicitation will include the selection criteria of 49 CFR Part 23.45(I) to ensure that prime contracts are awarded to competitors that meet Disadvantaged Business Enterprise (DBE) goals.

Notification is hereby given that DBE goals are established for this prime contract. The goal for firms owned and controlled by socially and economically disadvantaged individuals is ten point four zero (10.40) percent of the dollar value of this contract.

After opening bids, the apparent successful bidder will be required to submit the names and addresses of the DBE firms that will participate in the contract along with a description of the work to be performed by each named firm and the dollar value for each contract (subcontract). If the responses do not clearly show DBE participation will meet the goals above, the apparent successful bidder must provide documentation clearly demonstrating, to the satisfaction of the

airport sponsor, that it made good faith efforts in attempting to do so and that meeting said goals is not reasonably possible. A bid that fails to meet these requirements will be considered non-responsive.

Agreements between bidder/proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited. All bidders and proposers shall make a good faith effort to replace a DBE subcontractor that is unable to perform successfully with another DBE subcontractor.

The bidder shall establish and maintain records and submit regular reports, as required, which will identify and assess progress in achieving DBE subcontract goals and other DBE affirmative action efforts.

BIDDERS INSTRUCTIONS AND CHECKLIST

- 1) Contract is being awarded on the total bid (Base Bid as shown on the first sheet of the (BID FORM) being submitted.
- 2) a) Any proposal received after June 14, 2018 will be returned unopened.
 - b) As a condition of the opening of a bid, the bid must be submitted and sealed in a plain envelope with the following listed information plainly written on the outside or face of the envelope:
 - i) Submitted to: (Name of Owner)
 - ii) for: (Name of the project and contract designation for which the bid is submitted.)
 - iii) Bid of: (Name of person or firm submitting the bid.)
 - iii) Insert: (Permanent address of the bidder)
 - v) Insert: (Post office box number or street address, and the city and state of the bidder.)
 - vi) Certification: For a bid where the total amount is in excess of Fifty Thousand Dollars (\$50,000), the bidder must have a Certificate of Responsibility number shown on the outside of the sealed envelope containing the bid. For a bid where the total amount is not in excess of Fifty Thousand Dollars (\$50,000), the bidder must have a statement signifying this that is shown on the outside of the sealed envelope containing the bid.
 - c) If forwarded by mail, the sealed envelope containing the bid must be enclosed in another sealed envelope addressed to the owner.
 - d) The attention of prospective bidders is directed to all state fees and taxes required for the privilege of doing business within the state.
 - e) Any proposal received that does not comply with this provision will be returned unopened.
 - f) The name of the project is HATTIESBURG-BOBBY L. CHAIN AIRPORT, Taxiway A Extension Part 2.
 - g) Each bid must be accompanied by a bid bond, a certified check or cashier's check for an amount equal to five percent (5%) of the total bid as a bid guarantee.
 - h) Successful bidders will be required to execute the standard form of "Contract Agreement" for construction, together with a 100% performance bond and a 100% payment bond, within fifteen (15) days after formal award of the contract. The bonds shall be acceptable

to the owner and shall be executed by a company licensed to do business in the State of Mississippi. The bonds shall either be signed or countersigned by a Mississippi resident agent of the surety company.

- i) The time allowed for completing this project is one hundred (100) calendar days, commencing with the date of the "Notice to Proceed." Failure to complete the work within the allowable contract time will result in the assessment of liquidated damages of one thousand dollars (\$1,000.00) per calendar day after the expiration of contract time.
- j) If the contractor should experience unforeseen delays due to causes beyond its control, i.e., receipt of materials, weather delays, etc., these time periods may be extended by the owner, based upon justification received by the engineer from the contractor, and the engineer's recommendation to the owner.
- k) The bidder understands that the unit prices included on the proposal form as a part of its bid shall be held good and may not be altered or withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.
- l) The owner's intent in performing this work is to repair existing drainage and improve safety area.

3) Bid Conditions, Disadvantaged Business Enterprise Program

- a) The following bid conditions are applied to this Department of Transportation (DOT) assisted contract. Submission of a proposal by a prospective contractor shall constitute full acceptance of these bid conditions.
 - i) Definition. Disadvantaged Business Enterprise (DBE) as used in this contract shall have the same meaning as defined in Paragraph 23.62 of Subpart D to 49 CFR Part 23.
 - ii) Policy. It is the policy of DOT that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Consequently the DBE requirements of 49 CFR Part 23 apply to this contract.
 - iii) DBE Obligation. The contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. In this regard all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DOT assisted contracts.
 - iv) Compliance. All bidders, potential contractors, or subcontractors for this DOT-

assisted contract are hereby notified that failure to carry out the DOT policy and the DBE obligation, as set forth above, shall constitute a breach of contract that may result in termination of the contract or such other remedy as deemed appropriate by the owner.

- v) Subcontract Clauses. All bidders and potential contractors hereby assure that they will include the above clauses in all subcontracts which offer further subcontracting opportunities.
- vi) Contract Award. Bidders are hereby advised that meeting DBE subcontract goals or making a good faith effort to meet such goals are conditions of being awarded this DOT-assisted contract. The owner proposes to award the contract to the lowest responsible bidder submitting a reasonable bid provided he has met the goals for DBE participation or, if failing to meet the goals, it has made good faith effort to meet the established goals for DB E participation. The bidder is advised that the owner has sole authority to determine if the bidder has made sufficient effort toward meeting DBE goals to qualify for the contract award. The owner reserves the right to reject any or all bids submitted.
- vii) Subcontract Goals. The attainment of goals established for these contracts are to be measured as a percentage of the total dollar value of the contract. The goals established for this contract is ten point four zero percent (10.40%) (based on historical and availability references of minorities, females, and other) to be performed by the DBE's.
- viii) Available DBE's. The owner has on file a DBE program which has been approved by the Federal Aviation Administration. This program contains a listing of known DBE's that have been certified by a sponsor of one or more DOT programs. Bidders are encouraged to inspect this program to assist in locating DBE's for the work. Other DBE's may be certified and added to the list in accordance with the owner's approved DBE program. Credit toward the DBE goals will not be counted unless the DBE to be used has been certified.
- ix) Contractor's Required Submission. The owner requires the submission of the following "Non-DBE Subcontracts" information within ten (10) days after the bid opening and prior to award of the contract under this solicitation. Certain other DBE information may also be required.

NON-DBE SUBCONTRACTS

Non-DBE Subcontractors Names and Addresses	Subcontract Work Item	Dollar Value of Subcontract Work
Total Dollar Value of Sub Contract Work		
Total Dollar Value of Basic Bid		
Percent of Total		%

WOMEN SUBCONTRACTS

Women Subcontractors Names and Addresses	Subcontract Work Item	Dollar Value of Subcontract Work
Total Dollar Value of Subcontract Work		
Total Dollar Value of Basic Bid		
Percent of Total		%

DBE SUBCONTRACTS

DBE Subcontractors Names and Addresses	Subcontract Work Item	Dollar Value of Subcontract Work
Total Dollar Value of Subcontract Work		
Total Dollar Value of Basic Bid		
Percent of Total		

- x) Contractor Assurance. The bidder hereby assures that he will meet one of the following, as appropriate:
 - (1) The DBE participation goal as established in paragraph 2(a) vii above.
 - (2) The DBE participation percentage as shown in paragraph 2(a) vii, which was submitted as a condition of contract award.
- b) Agreements between bidder/proposer and DBE in which the DBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited. The bidder shall make a good faith effort to replace a DBE subcontract that is unable to perform successfully with another DBE subcontractor. Substitution must be coordinated and approved by the owner. The bidder shall establish and maintain records and submit regular reports, as required, that will identify and assess progress in achieving DBE subcontract goals and other DBE affirmative action efforts.
- c) If the contractor fails to meet the contract goals established in paragraph 2(a) vii above, the following information must be submitted prior to contract award to assist the owner in determining whether or not the contractor made acceptable good faith efforts to meet the contract goal. This information (when applicable) as well as the DBE information should be submitted as specified in paragraph 2b above.
- d) Suggested guidance for use in determining if good faith efforts were made by a contractor is included in Appendix A to 49 CFR Part 23, Subpart 23.45(h), revised as of April 27, 1981.
- e) A list of the efforts that a contractor may make and the owner may use in making a determination as to the acceptability of a contractor's efforts to meet the goal as included in Appendix A are as follows:
 - i) Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by the recipient to inform DBE's of contracting and subcontracting opportunities;
 - ii) Whether the contractor advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
 - iii) Whether the contractor provided written notice to a reasonable number of specific DBE's that their interest in the contract was being solicited in sufficient time to allow the DBE's to participate effectively;
 - iv) Whether the contractor followed up initial solicitations of interest by contacting

DBE's to determine with certainty whether the DBE's were interested;

- v) Whether the contractor selected portions of work to be performed by DBE's in order to increase the likelihood of meeting the DBE goal (including breaking down contracts into economically feasible units to facilitate DBE participation, where appropriate);
- vi) Whether the contractor provided interested DBE's with adequate information about the plans, specifications, and requirements of the contract;
- vii) Whether the contractor negotiated in good faith with interested DBE's, not rejecting DBE's as unqualified without sound reasons based on a thorough investigation of their capabilities;
- viii) Whether the contractor made efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance required by the recipient of contractor; and
- ix) Whether the contractor effectively used the services of available minority community organizations; minority contractors' groups; local and state Federal Minority Business Assistance Offices; and other organizations that provide assistance in the recruitment and placement of DBE's.

NOTE: The nine items set forth above are merely suggested criteria and the owner may specify that you submit information on certain other actions a contractor took to secure a DBE participation in an effort to meet the goals. A contractor may also submit to the owner other information on efforts to meet the goals.

CHECKLIST

1. Bid forms.
2. Bid bond or bid security.
3. Acknowledge all addenda.
4. Contractor's name and license number on the outside of the envelope.
5. Proper labeling as bid for project on outside of the envelope.
6. Delivered or addressed to the Director of Purchasing.
7. Authorized signature of bidder on bid forms.
8. Bidder is advised to pay strict attention to bond requirements.

SECTION D: BID INFORMATION

BID FORM

DATE : _____, 2018

NAME OF BIDDER:

MISSISSIPPI CONTRACTOR LICENSE NO.

City Clerk's Office
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Gentlemen:

The undersigned, being a qualified bidder in compliance with your Advertisement for Bids for the construction of:

**HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
TAXIWAY A EXTENSION PART 2**

AIP No. 3-28-0031-0025-2018
for the
CITY OF HATTIESBURG

Having examined the plans and specifications with related documents, and having examined the sites of the proposed work, hereby proposes to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated hereinafter. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Bid is a part. This "unit price" Bid shall be invoiced based on completed installed quantities.

The undersigned Bidder agrees to fully complete the Project within one hundred (100) calendar days from the date of the "Order to Proceed". The Bidder agrees to pay as liquidated damages, the sum of One Thousand Dollars (\$1,000.00) for each consecutive calendar day thereafter. The Bidder further agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids. In the event the Owner issues the Notice of Award during this period, the Bid accepted shall continue to remain binding until the successful Bidder delivers his executed Contract Documents to the Owner.

The Bidder acknowledges receipt of, and makes a part of this proposal the following addenda: _

The Bidder's attention is directed to the "Instructions to Bidders" contained in these contract documents. It shall be the Bidder's responsibility to review and comply with these instructions.

The bidder shall complete the following statements by checking the appropriate space.

The bidder has ____ has not ____ participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The bidder has ____ has not ____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the bidder has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of contract.

Bidder will execute the formal contract within ten (10) days after original date of Owner's Notice of Award and will deliver a Surety Bond or Bonds for the faithful performance of the Contract, per these drawings and specifications. A certificate of insurance shall also be delivered.

Bid Security is attached without endorsement, in the sum of five percent (5%) of the total
of the Base Bid

(\$ _____) dollars
(In Writing)

is to become the property of the Owner in the event the Contract and Bond are not executed within the time above set forth.

(SEAL) If bid is by a corporation

Respectfully submitted,

Bidder

By:

Title

_____ Address

BID FORM

BID SCHEDULE – BASE BID
Hattiesburg-Bobby L. Chain Municipal Airport
Taxiway A Extension Part 2
AIP No. 3-28-0031-0025-2018

Bid Item Number	Description	Approximate Quantity	Unit of Measure	Unit Price in Numbers	Unit Price in Words (Ink or Typed)
P-151	Clearing & Demolition	LUMP SUM	LUMP SUM		Dollars Cents
P-152.4.1	Unclassified Excavation	2,400	C.Y.		Dollars Cents
P-152.4.1	Unclassified Excavation (Nonparticipating)	150	C.Y.		Dollars Cents
P-152.4.2	Embankment In Place	1,900	C.Y.		Dollars Cents
P-152.4.2	Embankment In Place (Nonparticipating)	270	C.Y.		Dollars Cents
P-209	Crushed Aggregate Base Course	1,656	C.Y.		Dollars Cents

Contractor Note: Unit prices include all costs required to complete construction, ready for operation in accordance with contract documents, including "mobilization and demobilization" costs. The costs of work not designated to be paid for under a specific item, shall be prorated over applicable pay items. Separate measurements of work for payment will not be made unless designated herein.

'BID FORM
BID SCHEDULE – BASE BID
Hattiesburg-Bobby L. Chain Municipal Airport
Taxiway A Extension Part 2
AIP No. 3-28-0031-0025-2018

Bid Item Number	Description	Approximate Quantity	Unit of Measure	Unit Price in Numbers	Unit Price in Words (Ink or Typed)
P-209	Crushed Aggregate Base Course (Nonparticipating)	644	C.Y.		Dollars _____ Cents _____
P-401-8.1(A)	Bituminous Surface Course	1,225	C.Y.		Dollars _____ Cents _____
P-401-8.1(A)	Bituminous Surface Course (Nonparticipating)	325	C.Y.		Dollars _____ Cents _____
P-602	Bituminous Prime Coat	1,620	GAL		Dollars _____ Cents _____
P-602	Bituminous Prime Coat (Nonparticipating)	380	GAL		Dollars _____ Cents _____
P-603	Bituminous Tack Coat	1,520	GAL		Dollars _____ Cents _____

Contractor Note: Unit prices include all costs required to complete construction, ready for operation in accordance with contract documents, including "mobilization and demobilization" costs. The costs of work not designated to be paid for under a specific item, shall be prorated over applicable pay items. Separate measurements of work for payment will not be made unless designated herein.

BID FORM
BID SCHEDULE – BASE BID
Hattiesburg-Bobby L. Chain Municipal Airport
Taxiway A Extension Part 2
AIP No. 3-28-0031-0025-2018

Bid Item Number	Description	Approximate Quantity	Unit of Measure	Unit Price in Numbers	Unit Price in Words (Ink or Typed)
P-603	Bituminous Tack Coat (Nonparticipating)	480	GAL		Dollars _____ Cents _____
P-620-5.1(A)	Runway and Taxiway Painting	3,050	S.F.		Dollars _____ Cents _____
D-701-5.1 (D)	36" Pipe	84	L.F.		Dollars _____ Cents _____
D-705-5.5(B)	6" Underdrain Complete (Including Porous Backfill & Filter Fabric)	1,700	L.F.		Dollars _____ Cents _____
D-751-5.2	Inlet	1	E.A.		Dollars _____ Cents _____
T-901-5.1	Turfing (Seeding Fertilizing and Mulching)	3	ACRE		Dollars _____ Cents _____

Contractor Note: Unit prices include all costs required to complete construction, ready for operation in accordance with contract documents, including "mobilization and demobilization" costs. The costs of work not designated to be paid for under a specific item, shall be prorated over applicable pay items. Separate measurements of work for payment will not be made unless designated herein.

BID FORM

BID SCHEDULE – BASE BID
Hattiesburg-Bobby L. Chain Municipal Airport
Taxiway A Extension Part 2
AIP No. 3-28-0031-0025-2018

Bid Item Number	Description	Approximate Quantity	Unit of Measure	Unit Price in Numbers	Unit Price in Words (Ink or Typed)
S001	Mobilization	LUMP SUM	LUMP SUM		Dollars Cents
S002	Semiflush Marker For Taxiway Centerline	22	EACH		Dollars Cents
S003	Construction Layout	LUMP SUM	LUMP SUM		Dollars Cents
S005	Taxiway Lighting Modifications and Additions	LUMP SUM	LUMP SUM		Dollars Cents
1-3.2	Additional Insurance Premium (Nonparticipating)	LUMP SUM	LUMP SUM		Dollars Cents
					Dollars Cents

Contract time is ninety (90) calendar days.

Total Bid Schedule – Base Bid \$ _____

Contractor Note: Unit prices include all costs required to complete construction, ready for operation in accordance with contract documents, including "mobilization and demobilization" costs. The costs of work not designated to be paid for under a specific item, shall be prorated over applicable pay items. Separate measurements of work for payment will not be made unless designated herein.

SHEETS 43 thru 47 NOTE USED

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____ as Principal, and

as Surety, are hereby held and firmly bound unto

as OWNER in the penal sum of

for the payment of which, well and truly to be made, we hereby jointly and severally bind

ourselves, successors and assigns. Signed this _____ day of _____, _____. The

Condition of the above obligation is such that whereas the Principal has submitted to

a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing,

for the:

HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT TAXIWAY A EXTENSION PART 2

**A.I.P Project No. 3-28-0031-0024-2018
for the
CITY OF HATTIESBURG**

NOW, THEREFORE,

- a) If said BID shall be rejected, or
- b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, The Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

Surety

By: _____

IMPORTANT NOTE: Surety bonds shall be procured according to Mississippi State Law. Any surety bond written for a public works project shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Mississippi domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Mississippi or owned by Mississippi residents and is licensed to write surety bonds.

AFFIDAVIT

STATE OF MISSISSIPPI

COUNTY OF _____

BEFORE ME, the undersigned authority, personally came and appeared,

_____, who after first being sworn, deposes and says: that
he is _____ (a partner of the firm of, etc.) _____.

The party making the foregoing Proposal or bid; that such bid is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived, or agreed directly or indirectly, with any bidder or person to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement, or collusion, or communication or conference with any person to fix the bid price of affiant or any other bidder, or to fix any overhead profit or cost element of said bid price or that of any other bidder, or to secure any advantage against THE CITY OF HATTIESBURG, State of Mississippi, Owner, or any person interested in the proposed Contract; and that all statements contained in said proposal or bid, or the contents thereof, or divulged information or data relative hereto to any association or any member or agent thereof, are true.

SWORN TO AND SUBSCRIBED

BEFORE ME ON THIS _____ DAY OF _____,
20 ____.

(Notary Public)

My commission expires _____.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND
VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS**

This certificate is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 49 CFR Part 29.

1. The prospective lower tier participant certifies, by submissions of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Project Name

Authorized Representative

Title

Signature

Date

ELIGIBILITY QUESTIONNAIRE

NAME:

BUSINESS ADDRESS:

FEDERAL IDENTIFICATION NUMBER:

NAMES OF PRINCIPALS (Officers, Directors, Partners or Owners):

Has the corporation or any principal -

1. Been convicted or had a civil judgment against it involving fraud or any criminal offense in connection with the obtaining or attempt to obtain a public or private contract? If so, please explain in detail.
2. Been convicted or had a civil judgment against it concerning the violation of any federal or state antitrust statute. If so, please explain in detail.
3. Been convicted or had a civil judgment against it concerning the commission of any embezzlement, theft, forgery, bribing, falsification or destruction of records, making false statements, receiving stolen property, making false claims, or obstruction of justice. If so, please explain in detail.

4. Been convicted or had a civil judgment against it involving offenses indicating a lack of business integrity. If so, please explain in detail.
5. Has the corporation violated any public contract or transaction through:
 - a. Willful failure to perform;
 - b. Unsatisfactory performance;
 - c. Willful violation of any statute or regulation.If so, please explain in detail.
6. Has the corporation or any principal been debarred or suspended from transactions with any agency of the U.S. Government, state of Mississippi or any other state? If so, please explain in detail.
7. Has the corporation willfully done business with any person or corporation that it knows has been debarred or suspended from federal or state transactions. If so, please explain in detail.
8. Has the corporation failed to pay substantial debt to the United States or any of its agencies? If so, please explain in detail.
9. Has the corporation ever entered into a voluntary exclusion from transactions with the United States or its agencies? If so, please explain in detail.

The undersigned authorized corporate representative, partner, or owner avers that the information supplied herein is true and correct and that the assertions are of the essence of the acceptance of a bid. If any information is willfully withheld or answered falsely, the City of Hattiesburg may declare the contract breached.

_____, Mississippi this _____ day of _____, 20

Authorized Representative

**ACKNOWLEDGMENT OF CONTINUING
OBLIGATION TO INFORM**

The undersigned authorized representative of the bidder acknowledges that he understands that the bidder has the continuing obligation to inform the City of Hattiesburg of any matters concerning its eligibility and specifically any matters set forth in the Eligibility Questionnaire. Failure to inform shall be the basis for the City to declare the contract breached.

_____, Mississippi this _____ day of _____, 20

Authorized Representative

SECTION E: CONTRACT

THIS AGREEMENT, made this _____ day of _____, 20 _____,
State of Mississippi, hereinafter called "Owner" and
_____,
hereinafter called the "Contractor".

WITNESSETH THAT, the Owner and Contractor do mutually agree as follows:

1. In consideration of the price for the work herein specified in the bid proposal to be paid by the Owner to the Contractor at the time and in a manner hereinafter provided, the Contractor does hereby agree to construct complete in every detail as follows:

HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT TAXIWAY A EXTENSION PART 2

**A.I.P Project No. 3-28-0031-0025-2018
for the
CITY OF HATTIESBURG**

in compliance with the advertisement of Bids, Proposal Form, Contract, Performance Bond, General Provisions, Specifications, Plans, and Addenda.

2. This price shall include the cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, transportation, and other accessories and services necessary to complete this project, in accordance with the Contract Documents.

3. The Contractor shall commence work under this Contract within ten (10) days from the date of the written "Order to Proceed" issued by the Owner. The Contractor shall complete all work under the Contract within one hundred (100) calendar days from the date of the "Order to Proceed".

The Owner has determined, and the Contractor agrees, that the liquidated damages for a delay in completion of this Contract will be One Thousand Dollars (\$1,000.00) per working day in excess of the stated time of completion.

4. That upon satisfactory completion of the work and approval by the Engineer, the Owner will issue a written acceptance of the work to the Contractor, who will immediately thereafter file same with the Recorder of Mortgages in County.

5. A retainage of ten percent (10%) shall be withheld from each progress payment. Upon successful clearance of the lien, the Contractor shall submit a final invoice, with the clear lien certificate, for payment by the Owner in accordance with standard payment procedures established by the City of Hattiesburg.

6. The Owner agrees to pay the Contractor for the performance of the Contract as provided in the Specifications, and to make monthly payments on account thereof as provided in the General conditions. The contract amount, as presented in bid by Contractor is \$ _____ or _____ (in words).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three (3) original counterparts on the day and year first herein above written.

WITNESSES:

Contractor

Signature

Title

WITNESSES:

Owner

Signature

Title

SECTION F: PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1) *

and (2) * _____ hereinafter called "Principal" and (3) *

a Surety Company authorized to do and doing business in the State of Mississippi, hereinafter called "Surety" are held and firmly bound unto the City of Hattiesburg, hereinafter called

"Owner" in penal sums of _____ dollars (\$ _____)

Performance Bond and _____ dollars (\$ _____) Payment

Bond in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, whereas, the Principal entered into a certain contract with the Owner dated the _____ day of _____, 20 _____, a copy of which is hereto attached and made a part hereof for the furnishing of:

**HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
TAXIWAY A EXTENSION PART 2**

**A.I.P Project No. 3-28-0031-0025-2018
for the
CITY OF HATTIESBURG**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof which may be granted by the owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and shall promptly make payment to all persons, firms,

subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment, and tools, consumed or used in connection with the prosecution of such work, and all insurance premiums on said work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alterations or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work of the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts each one of which shall be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

(Principal Secretary)

Principal

BY:

Witness as to Principal

Address

Address

ATTEST:

(SEAL)

(Surety) Secretary

Surety

Attorney-in-Fact

BY:
Witness as to Surety

Address

Address

NOTE: DATE OF BOND MUST NOT BE PRIOR TO DATE OF AGREEMENT.

- * 1. Correct name of Contractor.
- * 2. A Corporation, a Partnership, or an Individual, as case may be.
- * 3. Correct name of Surety.

NOTE: Contractor shall furnish performance and payment bonds as a security for the faithful performance and payment of all his obligations under the Contract Documents. These bonds shall be in amounts at least equal to the Contract Price, and (except as otherwise provided) in such form and with such sureties as are licensed to conduct business in the State where the Project is located and are named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department, or by a Mississippi domiciled insurance company with at least an A rating in the latest printing of A.M. Best's Key Rating Guide and in accordance with Mississippi R.S. 38:2219.

SECTION G: CERTIFICATE AND RELEASE

FROM:

(Name of Contractor)

TO: City Council, City of Hattiesburg, Mississippi

RE: Contract entered into on the _____ day of _____, _____,

between the City of Hattiesburg, Mississippi and

(Name of Contractor)

of _____, _____
(City) (State)

**HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
TAXIWAY A EXTENSION PART 2**

**A.I.P Project No. 3-28-0031-0025-2018
for the
CITY OF HATTIESBURG**

KNOW ALL MEN BY THESE PRESENTS:

A. The undersigned hereby certified that there are no outstanding claims of laborers, material, men, subcontractors or others arising out of the performance of this Contract, which might be asserted against the City, represented by the Commission Council, and the undersigned will agree that in the event of the assertion of any such claims against the City represented by the Commission Council, the undersigned will indemnify and save harmless the City from any such claims.

B. That the undersigned hereby acknowledges receipt from the City of all sums payable to the undersigned by the City under or pursuant to the above mentioned contract, with the following exceptions:

(List all exceptions here. If none, state "none".)

C. The undersigned further certifies and acknowledges that the City has duly performed and fulfilled all the terms, provisions and conditions to be performed or fulfilled under or pursuant to said Contract (with the exceptions as noted above).

D. That the undersigned, except as regard items listed in paragraph "B" in consideration of the sum of \$1 paid to the undersigned, receipt whereof is hereby acknowledged, does hereby release the City from all claims arising under or by virtue of said Contract.

IN WITNESS WHEREOF, the undersigned has signed and sealant

this instrument this _____ day of _____, 20 _____.

_____ (*Seal*)

_____, being first duly sworn on oath, deposes and says first, that he is the _____ of (*Title*) _____, second, that he had read the

(*Name of Company*)

foregoing certificate by him subscribed as _____ of
(*Title*)

the _____.
(*Name of Company*)

The matters and things stated therein are, to the best of his knowledge and belief, true.

(*Name*)

Subscribed and sworn to before me this _____ day of _____, 20 _____.

SECTION H: SPECIAL PROVISIONS

H-01. NAME OF PROJECT. The project shall be known as

**HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
TAXIWAY A EXTENSION PART 2**

**A.I.P Project No. 3-28-0031-0025-2018
for the
CITY OF HATTIESBURG**

H-02. OWNER. The Owner is the City of Hattiesburg, Mississippi represented by its Mayor, domiciled in the City Hall of Hattiesburg, Mississippi.

H-03. LOCATION. The project is located approximately eight miles south east of downtown Hattiesburg, Mississippi.

H-04. SOURCE OF FUNDS. Owner's Funds for construction have been provided by proceeds from airport revenues.

H-05. ACCESSIBILITY. Access to the airport site may be gained by traveling south on US Highway 49, turn at its intersection with JM Tatum Industrial Drive and continue to Academy Drive.

H-06. DOCUMENTS FORMING THE CONTRACT. The documents forming the contract documents include Contract Documents and Specifications for HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT TAXIWAY A EXTENSION A.I.P Project No. 3-28-0031-0025-2018 for the CITY OF HATTIESBURG

H-07. SEEDING. The type of seed and rate of application shall be in accordance with the applicable portions of the current Specifications of Advisory Circular(AC) 150/5370-10A , Standards for Specifying Construction of Airports, Part X, as modified by the Field Engineer.

H-08. AIRPORT OPERATIONS. The Contractor shall coordinate his work so as to offer the least interference with airport operations and he shall cooperate with the airport management at all times in regards to safety regulations. When the location and nature of the construction process requires that the Contractor's vehicles be routed along or across active runways or taxiways, traffic movements will be coordinated with the airport manager or engineer. See REQUIREMENTS OF CONTRACTOR'S VEHICLES hereinafter. **Portable, lighted, barricades shall be furnished by the Contractor as required.**

Throughout the duration of the contract, **NO** equipment or objects projecting above ground will be permitted any closer than two hundred fifty of the centerline of the runway. Equipment may be parked near the work sites provided the above clearance requirements are maintained.

H-09. ACCESS. The Contractor's access route to staging areas and areas where work is to be performed is shown on the construction sequence plan. Maintenance of the route is required and shall include sweeping as required. Existing roads or pavements which are damaged by the Contractor's vehicles during construction shall be repaired at no additional cost to the Owner.

H-10. SCHEDULING WORK. The successful bidder shall furnish a proposed work schedule at the Pre-construction Conference. See paragraph H-18 for work phases.

During night operations the Contractor shall provide lighting as required for construction. Separate payment will not be made for lighting expenses.

H-11. OFFICE SPACE FOR INSPECTOR. Office space for the inspector will not be required.

H-12. LABORATORY TESTS. The Owner will employ the services of a Commercial Laboratory for the purpose of sampling and testing construction materials. The Contractor shall furnish materials for sampling at his expense. Compaction and gradation tests which fail to comply with requirements of the plans and specifications shall be charged to the Contractor. The Engineer shall supervise all testing and tests performed without his knowledge or approval shall be paid for by the Contractor regardless of failing or passing.

H-13. RECORDING DOCUMENTS. The Contractor shall file on record at the Forrest County Courthouse, the construction contract and letter of acceptance of the final work. This will be considered as subsidiary obligation.

H-14. PROTECTION OF CABLES, CONTROLS, NAVAIDS & WEATHER BUREAU. The Contractor is hereby informed that there are installed on the airport FAA NAVAIDS: including, without limitation, electric cables and controls relating to such NAVAIDS and facilities, and other electric power cables serving other facilities. Such NAVAIDS, and other facilities, and electric cables must be fully protected during the entire construction time. Work under this contract can be accomplished in the vicinity of these facilities and cables only at approved periods of time. Approval is subject to withdrawal at any time because of changes in the weather, emergency conditions on the existing airfield areas, anticipation of emergency conditions, and for any other reason determined by the Engineers acting under the orders and instructions of the airport management and/or the designated FAA representative. Any instructions to this Contractor to clear any given area, at any time, by the Engineers or the airport management (by radio or other means) shall be immediately executed. Construction work will be commenced in the cleared area only when additional instructions are issued by the proper authorities.

The Contractor shall be responsible for the protection of all buried cables and utilities shown on the plans or subsequently located on the job site by the Engineers.

Power and control cables leading to and from any FAA NAVAIDS, Weather Bureau and other facilities, will be marked in the field by the Engineers for the information of the Contractor,

before any work in their general vicinity is started. Thereafter, through the entire time of this construction they shall be protected from any possible damage, including crossing with unauthorized equipment.

The Contractor shall immediately repair, with equivalent material by skilled workmen, any underground cables serving FAA NAVAIDS, Weather Bureau and other airport facilities, which are damaged by his workmen, equipment, or work. Prior approval of the FAA must be obtained for the materials, workmen, time of day or night, method of repairs, and for any temporary or permanent repairs the Contractor proposes to make to any FAA NAVAIDS and facilities damaged by the Contractor. Prior approval of the Engineer must be obtained for the materials, workmen, time of day or night, and for the method of repairs for any temporary or permanent repairs the Contractor proposes to make to any other airport facilities and cables damaged by this Contractor.

H-15. INSURANCE REQUIREMENTS.

1. The CONTRACTOR shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from, the CONTRACTOR'S execution of the WORK, whether such execution be by the CONTRACTOR, any SUBCONTRACTOR, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - a. Claims under workmen's compensation, disability benefit and other similar employee benefit acts;
 - b. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees;
 - c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees;
 - d. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and
 - e. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.
2. Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

3. The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense, during the CONTRACT TIME, Liability insurance as hereinafter specified;
 - a. CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting the CONTRACTOR from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by the CONTRACTOR or by any SUBCONTRACTOR employed by the CONTRACTOR or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR employed by the CONTRACTOR.

Insurance Requirements

The Contractor shall furnish the following along with Bonds and Contract Documents sent to the City for execution:

Certificates of Insurance in companies doing business in Mississippi and acceptable to the County covering:

Statutory Worker's Compensation Insurance;

Comprehensive Liability Insurance covering all operations and automobiles:

Comprehensive General Liability: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

Certificates of Insurance must be executed in accordance with the following provisions:

Certificates to contain policy number, policy limits and policy expiration dates of all policies issued in accordance with this Contract;

Certificates to contain the location and operations to which the insurance applies;

Certificates to contain Contractor's protective coverage for any Subcontractor's operations;

Certifications to contain Contractor's Contractual Insurance coverage;

Certificates are to be issued to:

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

The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all Subcontractors who are engaged in this Work.

The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all Subcontractors likewise carry statutory Workers' Compensation Insurance.

The City, its officials and staff shall be named as additional insureds with right of notice in the policy.

- a. The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S Surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.
4. The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of the CONTRACTOR'S employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.
5. The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, and the OWNER.

H-16. WEATHER DATA. The Contractor shall avail himself of weather bureau data regarding the anticipated temperatures and rainfall.

H-17. REQUIREMENTS OF CONTRACTOR'S VEHICLES.

1. For the purpose of this Section, the following definitions apply:
 - a. Vehicle - All conveyance, except aircraft, used on the ground to transport persons, materials, or equipment.
 - b. Aircraft Operation Areas - Those areas which encompass the runways, taxiways, and other areas of the airport utilized for taxiing, take-off, and landing of aircraft, including aprons and parking areas.
 - c. Airfield Service Vehicles - Those vehicles operated by Airport management or the Contractor and routinely used for service, maintenance, and construction on the aircraft movement area.
 - d. Aircraft Support Vehicles - Those vehicles routinely used on the aircraft aprons or parking areas in support of aircraft operations.
 - e. Service and Delivery Vehicles - Those vehicles operating on the air operation areas which pick up and deliver air cargo and airport and airline supplies.
2. No vehicles shall operate within the air operations areas unless it is required for delivery and pick up of Contractor's personnel, materials, air cargo, aircraft servicing, airport maintenance, or in emergency conditions.
3. No vehicle will be given authorization to operate on the air operations area unless it shall be in good mechanical order, with adequate lights, horn, brakes and clear vision from the driver's seat. Trailer and semi-trailers will not be permitted unless they are equipped with reflector lights and proper functional brakes so that when disengaged from the towing vehicle, neither aircraft blast nor wind will cause them to become free rolling. Positive locking couplings will be required for all towed equipment.
4. All vehicle operators are required, by the HATTIESBURG-BOBBY L. CHAIN AIRPORT, to have a valid operator's permit for a motor vehicle before operating a vehicle on the airport property. In addition, all vehicles to be operated on airport property are required to be registered by the State of Mississippi, except those not required by state statutes.
5. The HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT has established guidelines for operating within the air operations area:

- a. General vehicle regulations:
- (1) No person shall operate a motor vehicle on the airport when such vehicle does not possess valid license tags issued by the appropriate authority.
 - (2) The driver of any motor vehicle operated on the airport must at all times comply with a lawful order, signal or directive of an authorized representative of the airport.
 - (3) No motor vehicle shall be operated on the airport if it is so constructed, equipped or loaded as to endanger persons or property.
 - (4) No person shall park a motor vehicle on the airport other than in the area specifically established by the Airport Manager for the parking of the equipment.
 - (5) All motor vehicles, except scooters, shall be equipped with two headlights and one or more red taillights; the headlights to be of sufficient brilliance to assure safety in driving at night, and all lights shall be kept lighted after sunset unless the vehicle is in a designated parking area.
 - (6) All motor vehicles shall be equipped with two reflectors on the rear and two reflectors for each side (front and rear). A reflector will be considered adequate when it is so designed, located and maintained as to be visible for at least five hundred feet when facing an oncoming vehicle with ordinary headlights.
 - (7) Emergency conditions existing on the airport will not mitigate or cancel any existing rule. During such conditions all drivers of every motor vehicle shall make certain that his vehicle does not move in any direction that could interfere with any or all authorized operations necessary for the effective control of the emergency.
 - (8) Any equipment not needed immanently for repairs or construction of runway or taxiways shall not be parked within a safety area. Parking of equipment on the airport during hours when repairs or construction are not in progress shall not be closer than 250 feet from the edge of any active taxiway, runway, ramp, or apron. In any event, such equipment will be marked by flags not less than 3 feet square made of alternating 1 foot squares of white and international orange cloth; and during hours of darkness by obstruction lights when applicable.

- b. Right-of-Way between motor vehicles.
 - (1) Emergency vehicles shall have the right-of-way over all other motor vehicles operating on the airport.
 - (2) On the aprons, fuel tenders shall have the right-of way over other vehicles.
 - (3) On the aprons, motor vehicles operated in support of air carrier operations shall have the right-of-way over administrative and maintenance vehicles except as noted in 4.
 - (4) Maintenance and construction vehicles shall have the right-of-way when operating within routes specifically designated by the Airport Manager in each instance of repairs or construction requiring several movements within a short period of time or during any extensive construction.
 - c. Right-of-way between motor vehicles and aircraft.
 - (1) All vehicles shall relinquish right-of-way to any aircraft moving under its own power.
 - (2) All vehicles shall pass on the pilot's side of an aircraft moving under its own power.
 - (3) When parking adjacent to a runway, all vehicles must park parallel to the runway and at least 200 feet to the outside of the runway lights.
6. The Airport Manager shall have the responsibility of control over the vehicular traffic operating on the air operations area. All vehicles are required to obtain clearance from the Airport Manager before entering any active area of the air operations area. All vehicles must obtain additional clearance from the Airport Manager before crossing an active runway.
7. THE HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT requires that all vehicles to be operated on the air operations area shall display the name of the owner or lessee thereon, by means of a name plate or lettering. Construction contractor's equipment and personnel vehicles will be identified by means of a 3-foot square flag as described in paragraph 5a (9) herein before.

H-18. WORK PHASES. Work phases are delineated on the drawings.

SECTION I: ADDITIONAL INSURANCE PREMIUM

I-1. DESCRIPTION. The City of Hattiesburg requires that the Contractor adhere to the Insurance Requirements in Paragraph H-15 of the Special Provisions. The required Contractor's insurance coverage may exceed the normal amount of coverage the Contractor carries. The intent of this Special Specification is to provide a bid item for the Contractor's additional cost associated with the requirement that the Owner and Engineer be included as additional insured parties.

I-2. REQUIREMENTS. The Contractor will be required to furnish documentation of the Contractor's normal insurance coverage and related costs and documentation of the additional costs for the Contractor to provide the required insurance coverage.

The length of the Contractor's insurance policy may not cover the entire construction period; therefore, the cost may have to be estimated for the project duration.

I-3. METHOD OF MEASUREMENT. Measurement of the Item "Insurance" as specified herein will be by the "Lump Sum" as the work progresses.

I-4. BASIS OF PAYMENT. The payment will be made at the lump sum bid for insurance upon receipt of documentation of amount paid by the Contractor for required insurance. Any amounts in the lump sum bid item in excess of actual payments for insurance shall be paid at substantial completion of project.

Payment will be made under:

ITEM NO.	PAY ITEM	PAY UNIT
I-3.2	Additional Insurance Premium	Lump Sum

ENGINEERING AND DESIGN SPECIFICATIONS

**HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
TAXIWAY A EXTENSION PART 2**

**A.I.P Project No. 3-28-0031-0025-2018
for the
CITY OF HATTIESBURG**

ARE Consultants, Inc.
P.O. Box 38252
Shreveport, LA 71133
(318) 222-8252

1216 S. Morrison, STE 5
Hammond, La 70403

GENERAL PROVISIONS

SECTION 10: DEFINITION OF TERMS

Whenever the following terms are used in these specifications, in the contract, in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be interpreted as follows:

10-01 AASHTO. The American Association of State Highway and Transportation Officials, the successor association to AASHO.

10-02 ACCESS ROAD. The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public highway.

10-03 ADVERTISEMENT. A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

10-04 AIP. The Airport Improvement Program, a grant-in-aid program, administered by the Federal Aviation Administration.

10-05 AIR OPERATIONS AREA. For the purpose of these specifications, the term air operations area shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

10-06 AIRPORT. Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft, and includes its buildings and facilities, if any.

10-07 ASTM. The American Society for Testing and Materials.

10-08 AWARD. The acceptance, by the owner, of the successful bidder's proposal.

10-09 BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

10-10 BUILDING AREA. An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.

10-11 CALENDAR DAY. Every day shown on the calendar.

10-12 CHANGE ORDER. A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.

10-13 CONTRACT. The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: The Advertisement; The Contract Form; The Proposal; The Performance Bond; The Payment Bond; any required insurance certificates; The Specifications; The Plans, and any addenda issued to bidders.

10-14 CONTRACT ITEM (PAY ITEM). A specific unit of work for which a price is provided in the contract.

10-15 CONTRACT TIME. The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.

10-16 CONTRACTOR. The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

10-17 DRAINAGE SYSTEM. The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.

10-18 ENGINEER. The individual, partnership, firm, or corporation duly authorized by the owner (sponsor) to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative.

10-19 EQUIPMENT. All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.

10-20 EXTRA WORK. An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

10-21 FAA. The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his/her duly authorized representative.

10-22 FEDERAL SPECIFICATIONS. The Federal Specifications and Standards, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government.

10-23 INSPECTOR. An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

10-24 INTENTION OF TERMS. Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of the like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the owner.

Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

10-25 LABORATORY. The official testing laboratories of the owner or such other laboratories as may be designated by the Engineer.

10-26 LIGHTING. A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.

10-27 MAJOR AND MINOR CONTRACT ITEMS. A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20 percent of the total amount of the award contract. All other items shall be considered minor contract items.

10-28 MATERIALS. Any substance specified for use in the construction of the contract work.

10-29 NOTICE TO PROCEED. A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

10-30 OWNER (SPONSOR). The term owner shall mean the party of the first part or the contracting agency signatory to the contract. For AIP contracts, the term sponsor shall have the same meaning as the term owner.

10-31 PAVEMENT. The combined surface course, base course, and subbase course, if any, considered as a single unit.

10-32 PAYMENT BOND. The approved form of security furnished by the Contractor and his/her surety as a guaranty that he will pay in full all bills and accounts for materials and labor used in the construction of the work.

10-33 PERFORMANCE BOND. The approved form of security furnished by the Contractor and his/her surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

10-34 PLANS. The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.

10-35 PROJECT. The agreed scope of work for accomplishing specific airport development with respect to a particular airport.

10-36 PROPOSAL. The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

10-37 PROPOSAL GUARANTY. The security furnished with a proposal to guarantee that the bidder will enter into a contract if his/her proposal is accepted by the owner.

10-38 RUNWAY. The area on the airport prepared for the landing and takeoff of aircraft.

10-39 SPECIFICATIONS. A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

10-40 STRUCTURES. Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; under drains; electrical ducts, manholes, hand holes, lighting fixtures and bases; transformers; flexible and rigid pavements; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.

10-41 SUBGRADE. The soil which forms the pavement foundation.

10-42 SUPERINTENDENT. The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.

10-43 SUPPLEMENTAL AGREEMENT. A written agreement between the Contractor and the owner covering: (1) work that would increase or decrease the total amount of the awarded contract, or any major contract item, by more than 25 percent, such increased or decreased work being within the scope of the originally awarded contract; or (2) work that is not within the scope of the originally awarded contract.

10-44 SURETY. The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds which are furnished to the owner by the Contractor.

10-45 TAXIWAY. For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways or aircraft parking areas.

10-46 WORK. The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

10-47 WORKING DAY. A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract. Unless work is suspended for causes beyond the Contractor's control, Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered as working days.

END OF SECTION 10

MODIFICATIONS TO SECTION 20

The provisions of this specification shall be applicable except as modified as follows:

20-02 In the second paragraph change all instances of "State Highway Division" to read "Mississippi Department of Transportation and Development - Aviation Division."

SECTION 20: REQUIREMENTS AND CONDITIONS

20-01 ADVERTISEMENT (Notice to Bidders). See Section A.

20-02 PREQUALIFICATION OF BIDDERS. Each bidder shall furnish the owner satisfactory evidence of his/her competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available. In addition, each bidder shall furnish the owner satisfactory evidence of his/her financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the Contractor's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether his/her financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect his/her (bidder's) true financial condition at the time such qualified statement or report is submitted to the owner.

20-03 CONTENTS OF PROPOSAL FORMS. The owner shall furnish bidders with proposal forms. All papers bound with or attached to the proposal forms are necessary parts and must not be detached.

The plans specifications, and other documents designated in the proposal form shall be considered a part of the proposal whether attached or not.

20-04 ISSUANCE OF PROPOSAL FORMS. The owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

- a. Failure to comply with any pre-qualification regulations of the owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to a prospective bidder.
- c. Contractor default under previous contracts with the owner.
- d. Unsatisfactory work on previous contracts with the owner.

20-05 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only

as a basis for comparison of proposals and the award of the contract. The owner does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled **ALTERATION OF WORK AND QUANTITIES** of Section 40 without in any way invalidating the unit bid prices.

20-06 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans, and specifications.

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which he may make or obtain from his/her examination of the boring logs and other records of subsurface investigations and tests that are furnished by the owner.

20-07 PREPARATION OF PROPOSAL. The bidder shall submit his/her proposal on the forms furnished by the owner. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals for which he proposes to do each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall sign his/her proposal correctly and in ink. If the proposal is made by an individual, his/her name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state under the laws of which the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of his/her authority to do so and that the signature is binding upon the firm or corporation.

20-08 IRREGULAR PROPOSALS. Proposals shall be considered irregular for the following reasons:

- a. If the proposal is on a form other than that furnished by the owner, or if the owner's form is altered, or if any part of the proposal form is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous.
- c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- d. If the proposal contains unit prices that are obviously unbalanced.
- e. If the proposal is not accompanied by the proposal guaranty specified by the owner.

The owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-09 BID GUARANTEE. Each separate proposal shall be accompanied by a certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such check, or collateral, shall be made payable to the owner.

20-10 DELIVERY OF PROPOSAL. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

20-11 WITHDRAWAL OR REVISION OF PROPOSALS. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the owner in writing or by telegram before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-12 PUBLIC OPENING OF PROPOSALS. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-13 DISQUALIFICATION OF BIDDERS. A bidder shall be considered disqualified for any of the following reasons:

- a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the owner until any such participating bidder has been reinstated by the owner as a qualified bidder.
- c. If the bidder is considered to be in default for any reason specified in the subsection titled **ISSUANCE OF PROPOSAL FORMS** of this section.

END OF SECTION 20

SECTION 30: AWARD AND EXECUTION OF CONTRACT

30-01 CONSIDERATION OF PROPOSALS. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words shall govern.

Until the award of a contract is made, the owner reserves the right to reject a bidder's proposal for any of the following reasons:

- a. If the proposal is irregular as specified in the subsection titled **IRREGULAR PROPOSALS** of Section 20.
- b. If the bidder is disqualified for any of the reasons specified in the subsection titled **DISQUALIFICATION OF BIDDERS** of Section 20.

In addition, until the award of a contract is made, the owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the owner's best interests.

30-02 AWARD OF CONTRACT. The award of a contract, if it is to be awarded, shall be made within 30 calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

Award of the contract shall be made by the owner to the lowest, qualified bidder whose proposal conforms to the cited requirements of the owner.

30-03 CANCELLATION OF AWARD. The owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the owner in accordance with the subsection titled **APPROVAL OF CONTRACT** of this section.

30-04 RETURN OF PROPOSAL GUARANTY. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the owner has made a comparison of bids as hereinbefore specified in the subsection titled **CONSIDERATION OF PROPOSALS** of this section. Proposal guaranties of the two lowest bidders will be retained by the owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the owner receives the contracts bonds as specified in the subsection titled **REQUIREMENTS OF CONTRACT BONDS** of this section.

30-05 REQUIREMENTS OF CONTRACT BONDS. At the time of the execution of the contract, the successful bidder shall furnish the owner a surety bond or bonds which have been

fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 EXECUTION OF CONTRACT. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed contract to the owner, along with the fully executed surety bond or bonds specified in the subsection titled **REQUIREMENTS OF CONTRACT BONDS** of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.

30-07 APPROVAL OF CONTRACT. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

30-08 FAILURE TO EXECUTE CONTRACT. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the 15 calendar day period specified in the subsection titled **REQUIREMENTS OF CONTRACT BONDS** of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the owner.

END OF SECTION 30

SECTION 40: SCOPE OF WORK

40-01 INTENT OF CONTRACT. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 ALTERATION OF WORK AND QUANTITIES. The owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than 25 percent (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations which do not exceed the 25 percent limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations which are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Engineer. Change orders for altered work shall include extensions of contract time where, in the Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the 25 percent limitation here-in-before specified, such excess altered work shall be covered by supplemental agreement. If the owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 OMITTED ITEMS. The Engineer may, in the owner's best interest, omit from the work any contract item, except major contract items. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection titled **PAYMENT FOR OMITTED ITEMS** of Section 90.

40-04 EXTRA WORK. Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called Extra Work. Extra work that is within the general scope of the contract shall be covered by written change order. Change orders for such extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the Engineer's opinion, is necessary for completion of such extra work.

When determined by the Engineer to be in the owner's best interest, he may order the Contractor to proceed with extra work by force account as provided in the subsection titled **PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK** of Section 90.

Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a Supplemental Agreement as here-in-before defined in the subsection titled **SUPPLEMENTAL AGREEMENT** of Section 10.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the owner.

40-05 MAINTENANCE OF TRAFFIC. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas of the airport with respect to his/her own operations and the operations of all his/her subcontractors as specified in the subsection titled **LIMITATION OF OPERATIONS** of Section 80. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in the subsection titled **CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS** in Section 70.

With respect to his/her own operations and the operations of all his/her subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying: personnel; equipment; vehicles; storage areas; and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport.

When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall furnish erect, and maintain barricades, warning signs, flagmen, and other traffic control devices in reasonable conformity with the manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office), unless otherwise specified herein. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

The Contractor shall make his/her own estimate of all labor, materials, equipment, and incidentals necessary for providing the maintenance of aircraft and vehicular traffic as specified in this subsection.

The cost of maintaining the aircraft and vehicular traffic specified in this subsection shall not be measured or paid for directly, but shall be included in the various contract items.

40-06 REMOVAL OF EXISTING STRUCTURES. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Engineer shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the Engineer in accordance with the provisions of the contract.

Except as provided in the subsection titled **RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK** of this section, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be utilized in the work as otherwise provided for in the contract and shall remain the property of the owner when so utilized in the work.

40-07 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be either embankment or waste, he may at his/her option either:

- a. Use such material in another contract item, providing such use is approved by the Engineer and is in conformance with the contract specifications applicable to such use; or,
- b. Remove such material from the site, upon written approval of the Engineer; or
- c. Use such material for his/her own temporary construction on site; or,
- d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., he shall request the Engineer's approval in advance of such use.

Should the Engineer approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at his/her own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the

contract work. The Contractor shall not be charged for his/her use of such material so used in the work or removed from the site.

Should the Engineer approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of his/her exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-09 FINAL CLEANING UP. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. He shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property owner.

END OF SECTION 40

SECTION 50: CONTROL OF WORK

50-01 AUTHORITY OF THE ENGINEER. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work. He shall decide all questions which may arise as to the interpretation of the specifications or plans relating to the work, the fulfillment of the contract on the part of the Contractor, and the rights of different Contractors on the project. The Engineer shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for the under contract.

50-02 CONFORMITY WITH PLANS AND SPECIFICATIONS. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans or specifications.

If the Engineer finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications but that the portion of the work affected will, in his/her opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the owner, he will advise the owner of his/her determination that the affected work be accepted and remain in place. In this event, the Engineer will document his/her determination and recommend to the owner a basis of acceptance which will provide for an adjustment in the contract price for the affected portion of the work. The Engineer's determination and recommended contract price adjustments will be based on good engineering judgment and such tests or retests of the affected work as are, in his/her opinion, needed. Changes in the contract price shall be covered by contract modifications (change order or supplemental agreement) as applicable.

If the Engineer finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the Engineer's written orders.

For the purpose of this subsection, the term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the Engineer's right to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's prosecution of the work, when, in the Engineer's opinion, such compliance is essential to provide an acceptable finished portion of the work.

For the purpose of this subsection, the term "reasonably close conformity" is also intended to provide the Engineer with the authority to use good engineering judgment in his/her determinations as to acceptance of work that is not in strict conformity but will provide a finished product equal to or better than that intended by the requirements of the contract, plans and specifications.

50-03 COORDINATION OF CONTRACT, PLANS, AND SPECIFICATIONS. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited FAA advisory circulars; contract general provisions shall govern over plans, cited standards for materials or testing, and cited FAA advisory circulars; plans shall govern over cited standards for materials or testing and cited FAA advisory circulars.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call upon the Engineer for his/her interpretation and decision, and such decision shall be final.

50-04 COOPERATION OF CONTRACTOR. The Contractor will be supplied with two copies each of the plans and specifications. He shall have available on the work at all times one copy each of the plans and specifications. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and he shall cooperate with the Engineer and his/her inspectors and with other contractors in every way possible. The Engineer shall allocate the work and designate the sequence of construction in case of controversy between contractors. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as his/her agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Engineer or his/her authorized representative.

50-05 COOPERATION BETWEEN CONTRACTORS. The owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct his/her work so as not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with his/her contract and shall protect and save harmless the owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange his/her work and shall place and dispose of the materials being used so as not to interfere with the operations of the other Contractors within the limits of the same project. He shall join his/her work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-06 CONSTRUCTION LAYOUT AND STAKES. The Engineer shall establish horizontal and vertical control only. The Contractor must establish all layout required for the construction of the work. Such stakes and markings as the Engineer may set for either his/her own or the Contractor's guidance shall be preserved by the Contractor. In case of negligence on the part of the Contractor, or his/her employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing the same may be deducted from subsequent estimates due the Contractor at the discretion of the Engineer.

50-07 AUTOMATICALLY CONTROLLED EQUIPMENT. Whenever batching or mixing plant equipment is required to be operated automatically under the contract and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods for a period 48 hours following the breakdown or malfunction, provided this method of operations will product results which conform to all other requirements of the contract.

50-08 AUTHORITY AND DUTIES OF INSPECTORS. Inspectors employed by the owner shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the contract. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

Inspectors employed by the owner are authorized to notify the Contractor or his/her representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the Engineer for his/her decision.

50-09 INSPECTION OF THE WORK. All materials and each part or detail of the work shall be subject to inspection by the Engineer. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the owner may be ordered removed and replaced at the Contractor's expense unless the owner's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) owner, authorized representatives of the owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK. All work which does not form to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the Engineer as provided in the subsection titled **CONFORMITY WITH PLANS AND SPECIFICATIONS** of this section.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of the subsection titled **CONTRACTOR'S RESPONSIBILITY FOR WORK** of Section 70.

Work done contrary to the instructions of the Engineer, work done beyond the lines shown on the plans or as given, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this subsection, the Engineer will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs (incurred by the owner) from any monies due or to become due the Contractor.

50-11 LOAD RESTRICTIONS. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage which may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor shall be responsible for all damage done by his/her hauling equipment and shall correct such damage at his/her own expense.

50-12 MAINTENANCE DURING CONSTRUCTION. The Contractor shall maintain the work during construction and until the work is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or sub-grade previously constructed, the Contractor shall maintain the previous course or sub-grade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 FAILURE TO MAINTAIN THE WORK. Should the Contractor at any time fail to maintain the work as provided in the subsection titled **MAINTENANCE DURING CONSTRUCTION** of this section, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the Engineer's notification, the Engineer may suspend any work necessary for the owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the owner, shall be deducted from monies due or to become due the Contractor.

50-14 PARTIAL ACCEPTANCE. If at any time during the prosecution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the owner, he may request the Engineer to make final inspection of that unit. If the Engineer finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, he may accept it as being completed, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the owner shall not void or alter any provision of the contract.

50-15 FINAL ACCEPTANCE. Upon due notice from the Contractor of presumptive completion of the entire project, the Engineer and owner will make an inspection. If all construction provided for and contemplated by the contract is found to be completed in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The Engineer shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 CLAIMS FOR ADJUSTMENT AND DISPUTES. If for any reason the Contractor deems that additional compensation is due him for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, he shall notify the

Engineer in writing of his/her intention to claim such additional compensation before he begins the work on which he bases the claim. If such notification is not given or the Engineer is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit his/her written claim to the Engineer who will present it to the owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

END OF SECTION 50

SECTION 60: CONTROL OF MATERIALS

60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS. The materials used on the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish complete statements to the Engineer as to the origin, composition, and manufacture of all materials to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the Engineer's option, materials may be approved at the source of supply before delivery is stated. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS. All materials used in the work shall be inspected, tested, and approved by the Engineer before incorporation in the work. Any work in which untested materials are used without approval or written permission of the Engineer shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Engineer, shall be removed at the Contractor's expense. Unless otherwise designated, tests in accordance with the cited standard methods of AASHTO or ASTM which are current on the date of advertisement for bids will be made by and at the expense of the owner. Samples will be taken by a qualified representative of the owner. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at his/her request.

60-03 CERTIFICATION OF COMPLIANCE. The Engineer may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the Engineer.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "brand name," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
- b. Suitability of the material or assembly for the use intended in the contract work.

Should the Contractor propose to furnish an “or equal” material or assembly, he shall furnish the manufacturer's certificates of compliance as hereinbefore described for the specified brand name material or assembly. However, the Engineer shall be the sole judge as to whether the proposed “or equal” is suitable for use in the work.

The Engineer reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 PLANT INSPECTION. The Engineer or his/her authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for his/her acceptance of the material or assembly.

Should the Engineer conduct plant inspections, the following conditions shall exist:

- a. The Engineer shall have the cooperation and assistance of the Contractor and the producer with whom he has contracted for materials.
- b. The Engineer shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c. If required by the Engineer, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

It is understood and agreed that the owner shall have the right to retest any material which has been tested and approved at the source of supply after it has been delivered to the site. The Engineer shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 ENGINEER'S FIELD OFFICE AND LABORATORY. When specified and provided for as a contract item, the Contractor shall furnish a building for the exclusive use of the Engineer as a field office and field testing laboratory. The building shall be furnished and maintained by the Contractor as specified herein and shall become property of the Contractor when the contract work is completed.

60-06 STORAGE OF MATERIALS. Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located so as to

facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Engineer. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the Engineer. Private property shall not be used for storage purposes without written permission of the owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the Engineer a copy of the property owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at his/her entire expense, except as otherwise agreed to (in writing) by the owner or lessee of the property.

60-07 UNACCEPTABLE MATERIALS. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the Engineer.

No rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the Engineer has approved its use in the work.

60-08 OWNER FURNISHED MATERIALS. The Contractor shall furnish all materials required to complete the work, except those specified herein (if any) to be furnished by the owner. Owner-furnished materials shall be made available to the Contractor at the location specified herein.

All costs of handling, transportation from the specified location to the site of work, storage, and installing owner-furnished materials shall be included in the unit price bid for the contract item in which such owner-furnished material is used.

After any owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies which may occur during the Contractor's handling, storage, or use of such owner-furnished material. The owner will deduct from any monies due or to become due the Contractor any cost incurred by the owner in making good such loss due to the Contractor's handling, storage, or use of owner-furnished materials.

END OF SECTION 60

SECTION 70: LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

70-1 LAWS TO BE OBSERVED. The Contractor shall keep fully informed of all Federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the owner and all his/her officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his/her employees.

70-02 PERMITS, LICENSES, AND TAXES. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

70-03 PATENTED DEVICES, MATERIALS, AND PROCESSES. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the surety shall indemnify and save harmless the owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the prosecution or after the completion of the work.

70-04 RESTORATION OF SURFACES DISTURBED BY OTHERS. The owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the owner, such authorized work (by others) is indicated as follows:

N/A

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the Engineer.

Should the owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such owners by arranging and performing the work in this contract so as to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the Engineer, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the

Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 FEDERAL AID PARTICIPATION. Not Applicable.

70-06 SANITARY, HEALTH, AND SAFETY PROVISIONS. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his/her employees as may be necessary to comply with the requirements of the state and local Board of Health, or of other bodies or tribunals having jurisdiction.

Attention is directed to Federal, state, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions are unsanitary, hazardous, or dangerous to his/her health or safety.

70-07 PUBLIC CONVENIENCE AND SAFETY. The Contractor shall control his/her operations and those of his/her subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to his/her own operations and those of his/her subcontractors and all suppliers in accordance with the subsection titled **MAINTENANCE OF TRAFFIC** of Section 40 hereinbefore specified and shall limit such operations for the convenience and safety of the traveling public as specified in the subsection titled **LIMITATION OF OPERATIONS** of Section 80 hereinafter.

70-08 BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS. The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office).

When the work requires closing an air operations area of the airport or portion of such area, the Contractor shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements of AC 150/5340-1, Marking of Paved Areas on Airports.

The Contractor shall furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stock piles, and his/her parked construction equipment that may be hazardous to the operation of emergency fire-rescue or maintenance vehicles on the airport in reasonable conformance to AC 150/5370-2, Operational Safety on Airports During Construction Activity.

The Contractor shall identify each motorized vehicle or piece of construction equipment in reasonable conformance to AC 150/5370-2.

The Contractor shall furnish and erect all barricades, warning signs, and markings for hazards prior to commencing work which requires such erection and shall maintain the barricades, warning signs, and markings for hazards until their dismantling is directed by the Engineer.

Open-flame type lights shall not be permitted within the air operations areas of the airport.

70-09 USE OF EXPLOSIVES. When the use of explosives is necessary for the prosecution of the work, the Contractor shall exercise the utmost care not to endanger life or property, including new work. The Contractor shall be responsible for all damage resulting from the use of explosives.

All explosives shall be stored in a secure manner in compliance with all laws and ordinances, and all such storage places shall be clearly marked. Where no local laws or ordinances apply, storage shall be provided satisfactory to the Engineer and, in general, not closer than 1,000 feet (300 m) from the work or from any building, road, or other place of human occupancy.

The Contractor shall notify each property owner and public utility company having structures or facilities in proximity to the site of the work of his/her intention to use explosives. Such notice shall be given sufficiently in advance to enable them to take such steps as they may deem necessary to protect their property from injury.

The use of electrical blasting caps shall not be permitted on or within 1,000 feet (300 m) of the airport property.

70-10 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his/her manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

70-11 RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor shall indemnify and save harmless the Engineer and the owner and their officers, and employees from all suits actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of his/her contract as may be considered necessary by the owner for such purpose may be retained for the use of the owner or, in case no money is due, his/her surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

70-12 THIRD PARTY BENEFICIARY CLAUSE. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 OPENING SECTIONS OF THE WORK TO TRAFFIC. Should it be necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the owner prior to completion of the entire contract, such "phasing" of the work shall be specified herein and indicated on the plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his/her own estimate of the difficulties involved in arranging his/her work to permit such beneficial occupancy by the owner as described below:

Open runway or taxiway rehabilitation after 30 calendar days from start of project.

Upon completion of any portion of the work listed above, such portion shall be accepted by the owner in accordance with the subsection titled **PARTIAL ACCEPTANCE** of Section 50.

No portion of the work may be opened by the Contractor for public use until ordered by the Engineer in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Engineer, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the owner shall be repaired by the Contractor at his/her expense.

The Contractor shall make his/her own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

70-14 CONTRACTOR'S RESPONSIBILITY FOR WORK. Until the Engineer's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection titled **PARTIAL ACCEPTANCE** of Section 50, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at his/her expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seedings, and soddings furnished under his/her contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS. As provided in the subsection titled **RESTORATION OF SURFACES DISTURBED BY OTHERS** of this section, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control his/her operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and the owners are indicated as follows:

Willmut Gas Company
315 South Main Street; P.O. Box 1649
Hattiesburg, MS 39403
(601) 544-6001

It is understood and agreed that the owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be

shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of his/her responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the owners of all utility services or other facilities of his/her plan of operations. Such notification shall be in writing addressed to THE PERSON TO CONTACT as provided hereinbefore in this subsection and the subsection titled **RESTORATION OF SURFACES DISTURBED BY OTHERS** of this section. A copy of each notification shall be given to the Engineer.

In addition to the general written notification hereinbefore provided, it shall be the responsibility of the Contractor to keep such individual owners advised of changes in his/her plan of operations that would affect such owners.

Prior to commencing the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such owner of his/her plan of operation. If, in the Contractor's opinion, the owner's assistance is needed to locate the utility service or facility or the presence of a representative of the owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's PERSON TO CONTACT no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the Engineer.

The Contractor's failure to give the two day's notice herein above provided shall be cause for the Engineer to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use excavation methods acceptable to the Engineer within 3 feet of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, he shall immediately notify the proper authority and the Engineer and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the Engineer continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to his/her operations whether or not due to negligence or accident. The contract owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or his/her surety.

70-16 FURNISHING RIGHTS-OF-WAY. The owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the contract provisions or in exercising any power or authority granted to him by this contract, there shall be no liability upon the Engineer, his/her authorized representatives, or any officials of the owner either personally or as an official of the owner. It is understood that in such matters they act solely as agents and representatives of the owner.

70-18 NO WAIVER OF LEGAL RIGHTS. Upon completion of the work, the owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or estop the owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the owner be precluded or estopped from recovering from the Contractor or his/her surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his/her obligations under the contract. A waiver on the part of the owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the owner's rights under any warranty or guaranty.

70-19 ENVIRONMENTAL PROTECTION. The Contractor shall comply with all Federal, state, and local laws and regulations controlling pollution of the environment. He shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 ARCHAEOLOGICAL AND HISTORICAL FINDINGS. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during his/her operations, any building, part of a building, structure, or object which is incongruous with its surroundings, he shall immediately cease operations in that location and notify the Engineer. The Engineer will immediately investigate the Contractor's finding and will direct the Contractor to either resume his/her operations or to suspend operations as directed.

Should the Engineer order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract modification (change order or supplemental agreement) as provided in the subsection titled **EXTRA WORK** of Section 40 and the subsection titled **PAYMENT FOR EXTRA WORK AND FORCE ACCOUNT WORK** of

Section 90. If appropriate, the contract modification shall include an extension of contract time in accordance with the subsection titled **DETERMINATION AND EXTENSION OF CONTRACT TIME** of Section 80.

END OF SECTION 70

SECTION 80: PROSECUTION AND PROGRESS

80-01 SUBLETTING OF CONTRACT. The owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Engineer.

Should the Contractor elect to assign his/her contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the owner, and shall be consummated only on the written approval of the owner. In case of approval, the Contractor shall file copies of all subcontracts with the Engineer.

80-02 NOTICE TO PROCEED. The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract within 10 days of the date set by the Engineer in the written notice to proceed, but in any event, the Contractor shall notify the Engineer at least 24 hours in advance of the time actual construction operations will begin.

80-03 PROSECUTION AND PROGRESS. Unless otherwise specified, the Contractor shall submit his/her progress schedule for the Engineer's approval within 10 days after the effective date of the notice to proceed. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the work within the contract time and modify his/her operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

For AIP contracts, the Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the owner.

80-04 LIMITATION OF OPERATIONS. The Contractor shall control his/her operations and the operations of his/her subcontractors and all suppliers so as to provide for the free and unobstructed movement of aircraft in the AIR OPERATIONS AREAS of the airport.

When the work requires the Contractor to conduct his/her operations within an AIR OPERATIONS AREA of the airport, the work shall be coordinated with airport management (through the Engineer) at least 48 hours prior to commencement of such work. The Contractor shall not close an AIR OPERATIONS AREA until so authorized by the Engineer and until the

necessary temporary marking and associated lighting is in place as provided in the subsection titled **BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS** of Section 70.

When the contract work requires the Contractor to work within an AIR OPERATIONS AREA of the airport on an intermittent basis (intermittent opening and closing of the AIR OPERATIONS AREA), the Contractor shall maintain constant communications as hereinafter specified; immediately obey all instructions to vacate the AIR OPERATIONS AREA; immediately obey all instructions to resume work in such AIR OPERATIONS AREA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AIR OPERATIONS AREA until the satisfactory conditions are provided. The following AIR OPERATIONS AREA (AOA) cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

N/A

80-05 CHARACTER OF WORKERS, METHODS, AND EQUIPMENT. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

All equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to met requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing airport facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Engineer. If the Contractor desires to use a method or type of equipment other than specified in the contract, he may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Engineer determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the Engineer may direct. No change will be made in basis of

payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this subsection.

80-06 TEMPORARY SUSPENSION OF THE WORK. The Engineer shall have the authority to suspend the work wholly, or in part, for such period or periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Engineer, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Engineer's order to suspend work to the effective date of the Engineer's order to resume the work. Claims for such compensation shall be filed with the Engineer within the time period stated in the Engineer's order to resume work. The Contractor shall submit with his/her claim information substantiating the amount shown on the claim. The Engineer will forward the Contractor's claim to the owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Contractor, or for any other delay provided for in the contract, plans, or specifications.

If it should become necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. He shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 DETERMINATION AND EXTENSION OF CONTRACT TIME. The number of calendar or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

Should the contract time require extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

CONTRACT TIME based on CALENDAR DAYS shall be calculated weekly by the Engineer. The Engineer will furnish the Contractor a copy of his/her weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved CHANGE ORDERS or SUPPLEMENTAL AGREEMENTS covering EXTRA WORK).

The Engineer shall base his/her weekly statement of contract time charged on the following considerations:

- (1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least 6 hours with the normal work force employed on such principal item. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal item of work under construction or temporary suspension of the entire work which have been ordered by the Engineer for reasons not the fault of the Contractor, shall not be charged against the contract time.
- (2) The Engineer will not make charges against the contract time prior to the effective date of the notice to proceed.
- (3) The Engineer will begin charges against the contract time on the first working day after the effective date of the notice to proceed.
- (4) The Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection titled **FINAL ACCEPTANCE** of Section 50.
- (5) The Contractor will be allowed 1 week in which to file a written protest setting forth his/her objections to the Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the subsection titled **INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES** of Section 20. Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

b. **CONTRACT TIME** based on **CALENDAR DAYS** shall consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Engineer's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

c. When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially completed.

If the Contractor finds it impossible for reasons beyond his/her control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time as extended, make a written request to the Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his/her request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

80-08 FAILURE TO COMPLETE ON TIME. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection titled **DETERMINATION AND EXTENSION OF CONTRACT TIME** of this Section) the sum specified in the contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his/her surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages that will be incurred by the owner should the Contractor fail to complete the work in the time provided in his/her contract.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the owner of any of its rights under the contract.

80-09 DEFAULT AND TERMINATION OF CONTRACT. The Contractor shall be considered in default of his/her contract and such default will be considered as cause for the owner to terminate the contract for any of the following reasons if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed.
- b. Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the prosecution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or

- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against him unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Engineer consider the Contractor in default of the contract for any reason hereinbefore, he shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the owner will, upon written notification from the Engineer of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor. The owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Engineer will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the owner the amount of such excess.

80-10 TERMINATION FOR NATIONAL EMERGENCIES. The owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. **No claims or loss of anticipated profits shall be considered.**

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Engineer.

Termination of the contract or a portion thereof shall neither relieve the Contractor of his/her responsibilities for the completed work nor shall it relieve his/her surety of its obligation for and concerning any just claim arising out of the work performed.

END OF SECTION 80

SECTION 90: MEASUREMENT AND PAYMENT

90-01 MEASUREMENT OF QUANTITIES. All work completed under the contract will be measured by the Engineer, or his/her authorized representatives, using United States Customary Units of Measurement or the International System of Units.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the Engineer.

Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, under drains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

In computing volumes of excavation the average end area method or other acceptable methods will be used.

The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inches.

The term "ton" will mean the short ton consisting of 2,000 pounds (907 kilograms) avoirdupois. All materials which are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designed by the Engineer. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material be paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the Engineer directs, and each truck shall bear a plainly legible identification mark.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable to the Engineer, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

When requested by the Contractor and approved by the Engineer in writing, material specified to be measured by the cubic yard may be weighed, and such weights will be converted to cubic yards for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Bituminous materials will be measured by the gallon (liter) or ton (kilogram). When measured by volume, such volumes will be measured at 60 F (15 C) or will be corrected to the volume at 60 F (15 C) using ASTM D 1250 for asphalts or ASTM D 633 for tars.

Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.

When bituminous materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, may be used for computing quantities.

Cement will be measured by the ton (kilogram) or hundredweight (kilogram). Timber will be measured by the thousand feet board measure (M.F.B.M.) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.

The term lump sum when used as an item of payment will mean complete payment for the work described in the contract.

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered by the Engineer in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such force account work as provided in the subsection titled **PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK** of this section.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gage, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales.

Scales shall be accurate within one-half percent of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the inspector before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed one-tenth of

1 percent of the nominal rated capacity of the scale, but not less than 1 pound (454 grams). The use of spring balances will not be permitted.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the inspector can safely and conveniently view them.

Scale installations shall have available ten standard 50-pound (2.3 kilogram) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Scales "overweighing" (indicating more than correct weight) will not be permitted to operate, and all materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of one-half of 1 percent.

In the event inspection reveals the scales have been "under weighing" (indicating less than correct weight), they shall be adjusted, and no additional payment to the Contractor will be allowed for materials previously weighed and recorded.

All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.

When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the Engineer. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 SCOPE OF PAYMENT. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, subject to the provisions of the subsection titled **NO WAIVER OF LEGAL RIGHTS** of Section 70.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 COMPENSATION FOR ALTERED QUANTITIES. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so

far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection titled **ALTERATION OF WORK AND QUANTITIES** of Section 40 will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his/her unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 PAYMENT FOR OMITTED ITEMS. As specified in the subsection titled **OMITTED ITEMS** of Section 40, the Engineer shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the owner.

Should the Engineer omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the Engineer's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the Engineer's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the Engineer's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK. Extra work, performed in accordance with the subsection titled **EXTRA WORK** of Section 40, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work. When the change order or supplemental agreement authorizing the extra work requires that it be done by force account, such force account shall be measured and paid for based on expended labor, equipment, and materials plus a negotiated and agreed upon allowance for overhead and profit.

- a. **Miscellaneous.** No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
- b. **Comparison of Record.** The Contractor and the Engineer shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor and the Engineer or their duly authorized representatives.
- c. **Statement.** No payment will be made for work performed on a force account

basis until the Contractor has furnished the Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:

- (1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman..
- (2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
- (3) Quantities of materials, prices, and extensions.
- (4) Transportation of materials.
- (5) Cost of property damage, liability and workman's compensation insurance premiums, unemployment insurance contributions, and social security tax.

Statements shall be accompanied and supported by a receipted invoice for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from his/her stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

90-06 PARTIAL PAYMENTS. Partial payments will be made at least once each month as the work progresses. Said payments will be based upon estimates prepared by the Engineer of the value of the work performed and materials complete in place in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with the subsection titled **PAYMENT FOR MATERIALS ON HAND** of this section.

No partial payment will be made when the amount due the Contractor since the last estimate amounts to less than five hundred dollars.

From the total of the amount determined to be payable on a partial payment, 10 percent of such total amount will be deducted and retained by the owner until the final payment is made, except as may be provided (at the Contractor's option) in the subsection titled **PAYMENT OF WITHHELD FUNDS** of this section. The balance (90 percent) of the amount payable, less all previous payments, shall be certified for payment. Should the Contractor exercise his/her option, as provided in the subsection titled **PAYMENT OF WITHHELD FUNDS** of this section, no such 10 percent retainage shall be deducted.

When not less than 95 percent of the work has been completed the Engineer may, at his/her discretion and with the consent of the surety, prepare an estimate from which will be retained an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the Engineer to be a part of the final quantity for the item of work in question.

No partial payment shall bind the owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the subsection titled **ACCEPTANCE AND FINAL PAYMENT** of this section.

90-07 PAYMENT FOR MATERIALS ON HAND. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- a. The material has been stored or stockpiled in a manner acceptable to the Engineer at or on an approved site.
- b. The Contractor has furnished the Engineer with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the Engineer with satisfactory evidence that the material and transportation costs have been paid.
- d. The Contractor has furnished the owner legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.
- e. The Contractor has furnished the owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at anytime prior to use in the work.

It is understood and agreed that the transfer of title and the owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of his/her responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials. The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this subsection.

90-08 PAYMENT OF WITHHELD FUNDS. At the Contractor's option, he/she may request that the owner accept (in lieu of the 10 percent retainage on partial payments described in the subsection titled **PARTIAL PAYMENTS** of this section) the Contractor's deposits in escrow under the following conditions.

- a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the owner.
- b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the owner and having a value not less than the 10 percent retainage that would otherwise be withheld from partial payment.
- c. The Contractor shall enter into an escrow agreement satisfactory to the owner.
- d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 ACCEPTANCE AND FINAL PAYMENT. When the contract work has been accepted in accordance with the requirements of the subsection titled **FINAL ACCEPTANCE** of Section 50, the Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Engineer's final estimate or advise the Engineer of his/her objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Engineer's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the owner as a claim in accordance with the subsection titled **CLAIMS FOR ADJUSTMENT AND DISPUTES** of Section 50.

After the Contractor has approved, or approved under protest, the Engineer's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection titled **CLAIMS FOR ADJUSTMENTS AND DISPUTES** of Section 50 or under the provisions of this subsection, such claims will be considered by the owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

END OF SECTION 90

SECTION 100: CONTRACTOR QUALITY CONTROL PROGRAM

100-01 GENERAL. When the specifications require a Contractor Quality Control Program, the Contractor shall establish, provide, and maintain an effective Quality Control Program that details the methods and procedures that will be taken to assure that all materials and completed construction conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified herein and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The intent of this section is to enable the Contractor to establish a necessary level of control that will:

- a. Adequately provide for the production of acceptable quality materials.
- b. Provide sufficient information to assure both the Contractor and the Engineer that the specification requirements can be met.
- c. Allow the Contractor as much latitude as possible to develop his or her own standard of control.

The Contractor shall be prepared to discuss and present, at the preconstruction conference, his/her understanding of the quality control requirements. The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the Quality Control Program has been reviewed by the Engineer. No partial payment will be made for materials subject to specific quality control requirements until the Quality Control Program has been reviewed.

The quality control requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the acceptance testing requirements. Acceptance testing requirements are the responsibility of the Engineer.

100-02 DESCRIPTION OF PROGRAM.

a. General Description. The Contractor shall establish a Quality Control Program to perform inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. This Quality Control Program shall ensure conformance to applicable specifications and plans with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control Program shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of quality control.

b. Quality Control Program. The Contractor shall describe the Quality Control Program in a written document which shall be reviewed by the Engineer prior to the start of any production, construction, or off-site fabrication. The written Quality Control Program shall be submitted to the Engineer for review at least 14 calendar days before the pre-construction conference.

The Quality Control Program shall be organized to address, as a minimum, the following items:

- a. Quality control organization;
- b. Project progress schedule;
- c. Submittals schedule;
- d. Inspection requirements;
- e. Quality control testing plan;
- f. Documentation of quality control activities; and
- g. Requirements for corrective action when quality control and/or acceptance criteria are not met.

The Contractor is encouraged to add any additional elements to the Quality Control Program that he/she deems necessary to adequately control all production and/or construction processes required by this contract.

100-03 QUALITY CONTROL ORGANIZATION. The Contractor's Quality Control Program shall be implemented by the establishment of a separate quality control organization. An organizational chart shall be developed to show all quality control personnel and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all quality control staff by name and function, and shall indicate the total staff required to implement all elements of the Quality Control Program, including inspection and testing for each item of work. If necessary, different technicians can be utilized for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the Quality Control Program, the personnel assigned shall be subject to the qualification requirements of paragraph 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The quality control organization shall consist of the following minimum personnel:

- a. Program Administrator. The Program Administrator shall be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The Program Administrator shall have a

minimum of 5 years of experience in airport and/or highway construction and shall have had prior quality control experience on a project of comparable size and scope as the contract.

Additional qualifications for the Program Administrator shall include at least 1 of the following requirements:

(1) Professional engineer with 1 year of airport paving experience acceptable to the Engineer.

(2) Engineer-in-training with 2 years of airport paving experience acceptable to the Engineer.

(3) An individual with 3 years of highway and/or airport paving experience acceptable to the Engineer, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.

(4) Construction materials technician certified at Level III by the National Institute for Certification in Engineering Technologies (NICET).

(5) Highway materials technician certified at Level III by NICET.

(6) Highway construction technician certified at Level III by NICET.

(7) A NICET certified engineering technician in Civil Engineering Technology with 5 years of highway and/or airport paving experience acceptable to the Engineer.

The Program Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the Quality Control Program to ensure compliance with the contract plans and technical specifications. The Program Administrator shall report directly to a responsible officer of the construction firm. The Program Administrator may supervise the Quality Control Program on more than one project provided that person can be at the job site within 2 hours after being notified of a problem.

b. Quality Control Technicians. A sufficient number of quality control technicians necessary to adequately implement the Quality Control Program shall be provided. These personnel shall be either engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II or higher construction materials technician or highway construction technician and shall have a minimum of 2 years of experience in their area of expertise.

The quality control technicians shall report directly to the Program Administrator and shall perform the following functions:

(1) Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by Section 100-06.

- (2) Performance of all quality control tests as required by the technical specifications and Section 100-07.

Certification at an equivalent level, by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

c. **Staffing Levels.** The Contractor shall provide sufficient qualified quality control personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The Quality Control Program shall state where different technicians will be required for different work elements.

100-04 PROJECT PROGRESS SCHEDULE. The Contractor shall submit a coordinated construction schedule for all work activities. The schedule shall be prepared as a network diagram in Critical Path Method (CPM), PERT, or other format, or as otherwise specified in the contract. As a minimum, it shall provide information on the sequence of work activities, milestone dates, and activity duration.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

100-05 SUBMITTALS SCHEDULE. The Contractor shall submit a detailed listing of all submittals (e.g., mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include:

- a. Specification item number;
- b. Item description;
- c. Description of submittal;
- d. Specification paragraph requiring submittal; and
- e. Scheduled date of submittal.

100-06 INSPECTION REQUIREMENTS. Quality control inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by Section 100-07.

Inspections shall be performed daily to ensure continuing compliance with contract requirements until completion of the particular feature of work. These shall include the following minimum requirements:

a. During plant operation for material production, quality control test results and periodic inspections shall be utilized to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment utilized in proportioning and mixing shall be inspected to ensure its proper operating condition. The Quality Control Program shall detail how these and other quality control functions will be accomplished and utilized.

b. During field operations, quality control test results and periodic inspections shall be utilized to ensure the quality of all materials and workmanship. All equipment utilized in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The Program shall document how these and other quality control functions will be accomplished and utilized.

100-07 QUALITY CONTROL TESTING PLAN. As a part of the overall Quality Control Program, the Contractor shall implement a quality control testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification Item, as well as any additional quality control tests that the Contractor deems necessary to adequately control production and/or construction processes.

The testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

- a. Specification item number (e.g., P-401);
- b. Item description (e.g., Plant Mix Bituminous Pavements);
- c. Test type (e.g., gradation, grade, asphalt content);
- d. Test standard (e.g., ASTM or AASHTO test number, as applicable);
- e. Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated);
- f. Responsibility (e.g., plant technician); and
- g. Control requirements (e.g., target, permissible deviations).

The testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D 3665. The Engineer shall be provided the opportunity to witness quality control sampling and testing.

All quality control test results shall be documented by the Contractor as required by Section 100-08.

100-08 DOCUMENTATION. The Contractor shall maintain current quality control records of all inspections and tests performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the Engineer daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the Contractor's Program Administrator.

Specific Contractor quality control records required for the contract shall include, but are not necessarily limited to, the following records:

a. Daily Inspection Reports. Each Contractor quality control technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations on a form acceptable to the Engineer. These technician's daily reports shall provide factual evidence that continuous quality control inspections have been performed and shall, as a minimum, include the following:

- (1) Technical specification item number and description;
- (2) Compliance with approved submittals;
- (3) Proper storage of materials and equipment;
- (4) Proper operation of all equipment;
- (5) Adherence to plans and technical specifications;
- (6) Review of quality control tests; and
- (7) Safety inspection.

The daily inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible quality control technician and the Program Administrator. The Engineer shall be provided at least one copy of each daily inspection report on the work day following the day of record.

b. Daily Test Reports. The Contractor shall be responsible for establishing a system which will record all quality control test results. Daily test reports shall document the following information:

- (1) Technical specification item number and description;

- (2) Test designation;
- (3) Location;
- (4) Date of test;
- (5) Control requirements;
- (6) Test results;
- (7) Causes for rejection;
- (8) Recommended remedial actions; and
- (9) Retests.

Test results from each day's work period shall be submitted to the Engineer prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical quality control charts. The daily test reports shall be signed by the responsible quality control technician and the Program Administrator.

100-09 CORRECTIVE ACTION REQUIREMENTS. The Quality Control Program shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the Quality Control Program as a whole, and for individual items of work contained in the technical specifications.

The Quality Control Program shall detail how the results of quality control inspections and tests will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and utilize statistical quality control charts for individual quality control tests. The requirements for corrective action shall be linked to the control charts.

100-10 SURVEILLANCE BY THE ENGINEER. All items of material and equipment shall be subject to surveillance by the Engineer at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate quality control system in conformance with the requirements detailed herein and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to surveillance by the Engineer at the site for the same purpose.

Surveillance by the Engineer does not relieve the Contractor of performing quality control inspections of either on-site or off-site Contractor's or subcontractor's work.

100-11 NONCOMPLIANCE.

a. The Engineer will notify the Contractor of any noncompliance with any of the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the Engineer or his/her authorized representative to the Contractor or his/her authorized representative at the site of the work, shall be considered sufficient notice.

b. In cases where quality control activities do not comply with either the Contractor's Quality Control Program or the contract provisions, or where the Contractor fails to properly operate and maintain an effective Quality Control Program, as determined by the Engineer, the Engineer may:

- (1) Order the Contractor to replace ineffective or unqualified quality control personnel or subcontractors.
- (2) Order the Contractor to stop operations until appropriate corrective actions is taken.

END OF SECTION 100

DESIGN SPECIFICATIONS

for

**HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
TAXIWAY A EXTENSION PART 2**

**A.I.P Project No. 3-28-0031-0025-2018
for the
CITY OF HATTIESBURG**

ITEM P-151: CLEARING AND DEMOLITION

DESCRIPTION

151-1.1 This item shall consist of all clearing and demolition, including the disposal of materials, for all areas within the limits designated on the plans or as required by the Engineer. There is no separate payment for pavement and lighting removal or for milling.

Clearing and grubbing shall consist of clearing the surface of the ground of the designated areas of all heavy growth of grass or weeds, fences, structures, debris, and rubbish of any nature, natural obstructions or such material which in the opinion of the Engineer is unsuitable for the foundation of strips, pavements, or other required structures, including roots, matted roots, foundations, and the disposal from the project of all spoil materials resulting from clearing and grubbing by burning or otherwise.

CONSTRUCTION METHODS

151-2.1 GENERAL. The areas denoted on the plans to be cleared and grubbed shall be staked on the ground by the Engineer. The clearing and grubbing shall be done at a satisfactory distance in advance of the grading operations.

All spoil materials removed by clearing or by clearing and grubbing shall be disposed of by burning, when permitted by local laws, or by removal to approved disposal areas. When burning of material is permitted, it shall be burned under the constant care of competent watchmen so that the surrounding vegetation and other adjacent property will not be jeopardized. Burning shall be done in accordance with all applicable laws, ordinances, and regulations. Before starting any burning operations, the Contractor shall notify the agency having jurisdiction.

As far as practicable, waste concrete and masonry shall be placed on slopes of embankments or channels. When embankments are constructed of such material, this material shall be placed in accordance with requirements for formation of embankments. Any broken concrete or masonry which cannot be used in construction, and all other materials not considered suitable for use elsewhere, shall be disposed of by the Contractor. In no case shall any discarded materials be left in windrows or piles adjacent to or within the airport limits. The manner and location of disposal of materials shall be subject to the approval of the Engineer and shall not create an unsightly or objectionable view. When the Contractor is required to locate a disposal area outside the airport property limits at his/her own expense, he shall obtain and file with the Engineer, permission in writing from the property owner for the use of private property for this purpose.

If the plans or the specifications require the saving of merchantable timber, the Contractor shall trim the limbs and tops from designated trees, saw them into suitable lengths, and make the material available for removal by other agencies.

Any blasting necessary shall be done at the Contractor's responsibility, and the utmost care shall be taken not to endanger life or property.

The removal of existing structure and utilities required to permit orderly progress of work shall be accomplished by local agencies, unless otherwise shown on the plans. Whenever a telephone or telegraph pole, pipeline, conduit, sewer, roadway, or other utility is encountered and must be removed or relocated the Contractor shall advise the Engineer who will notify the proper local authority or owner and attempt to secure prompt action.

151-2.2 CLEARING AND GRUBBING. In areas designated to be cleared and grubbed, all stumps, roots, buried logs, brush, grass, and other unsatisfactory materials shall be removed, except where embankments exceeding 3-1/2 feet in depth are to be made outside of paved areas. In cases where such depth of embankments is to be made, all unsatisfactory materials shall be removed, but sound trees, stumps, and brush can be cut off within 6 inches above the ground and allowed to remain. Tap roots and other projections over 1-1/2 inches in diameter shall be grubbed out to a depth of at least 18 inches below the finished subgrade or slope elevation.

Any buildings and miscellaneous structures that are shown on the plans to be removed shall be demolished or removed, and all materials therefrom shall be disposed of either by burning or otherwise removed from the site. The remaining or existing foundations, wells, cesspools, and all like structures shall be destroyed by breaking out or breaking down the materials of which the foundations, wells, cesspools, etc., are built to a depth at least 2 feet below the existing surrounding ground. Any broken concrete, blocks, or other objectionable material which cannot be used in backfill shall be removed and disposed of. The holes or openings shall be backfilled with acceptable material and properly compacted.

All holes remaining after the grubbing operation in embankment areas shall have the sides broken down to flatten out the slopes, and shall be filled with acceptable material, moistened and properly compacted in layers to the density required in Item P-152. The same construction procedure shall be applied to all holes remaining after grubbing in excavation areas where the depth of holes exceeds the depth of the proposed excavation.

METHOD OF MEASUREMENT

151-3.1 The quantities of clearing or clearing and demolition will not be separately measured.

BASIS OF PAYMENT

151-4.1 Lump Sum - Payment shall be made as a lump sum payment.

END ITEM P-151

ITEM P-152: EXCAVATION AND EMBANKMENT

DESCRIPTION

152-1.1 This item covers excavation, disposal, placement, and compaction of all materials within the limits of the work required to construct safety areas, runways, taxiways, aprons, and intermediate as well as other areas for drainage, building construction, parking, or other purposes in accordance with these specifications and in conformity to the dimensions and typical section(s) shown on the plans.

152-1.2 CLASSIFICATION. All material excavated shall be classified as defined below:

a. Unclassified Excavation. Unclassified excavation shall consist of the excavation and disposal of all material, regardless of its nature, which is not otherwise classified and paid for under the following items.

b. Rock Excavation. Rock excavation shall include all solid rock in ledges, in bedded deposits, in unstratified masses, and conglomerate deposits which are so firmly cemented they cannot be removed without blasting or using rippers. All boulders containing a volume of more than cubic yard will be classified as rock excavation.

c. Muck Excavation. Muck excavation shall consist of the removal and disposal of deposits or mixtures of soils and organic matter not suitable for foundation material. Muck shall include materials which will decay or produce subsidence in the embankment. It may be made up of decaying stumps, roots, logs, humus, or other material not satisfactory for incorporation in the embankment.

d. Drainage Excavation. Drainage excavation shall consist of all excavation made for the primary purpose of drainage and includes drainage ditches, such as intercepting, inlet or outlet; temporary levee construction; or any other type as shown on the plans.

e. Borrow Excavation. Borrow excavation shall consist of approved material required for the construction of embankment or for other portions of the work in excess of the quantity of usable material available from required excavations. Borrow material shall be obtained from areas outside the limits of the airport property. The material will be A-4 or better with a P.I. of not greater than 12.

152-1.3 Unsuitable Excavation. Any material containing vegetable or organic matter (muck, peat, organic silt, or sod) shall be considered unsuitable for use in embankment construction. Material, approved by the Engineer as suitable to support vegetation, may be used on the embankment slope.

CONSTRUCTION METHODS

152-2.1 General. Before beginning excavation, grading, and embankment operations in any area, the area shall be completely cleared.

The suitability of material to be placed in embankments shall be subject to approval by the Engineer. All unsuitable material shall be disposed of in waste areas shown on the plans. All waste areas shall be graded to allow positive drainage of the area and of adjacent areas. The surface elevation of waste areas shall not extend above the surface elevation of adjacent usable areas of the airport, unless specified on the plans or approved by the Engineer.

When the Contractor's excavating operations encounter artifacts of historical or archaeological significance, the operations shall be temporarily discontinued. At the direction of the Engineer, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and allow for their removal. Such excavation will be paid for as extra work.

Those areas outside of the pavement areas in which the top layer of soil material has become compacted, by hauling or other activities of the Contractor shall be scarified and disced to a depth of 4 inches, in order to loosen and pulverize the soil.

If it is necessary to interrupt existing surface drainage, sewers or under-drainage, conduits, utilities, or similar underground structures, the Contractor shall be responsible for and shall take all necessary precautions to preserve them or provide temporary services. When such facilities are encountered, the Contractor shall notify the Engineer, who shall arrange for their removal if necessary. The Contractor shall, at his/her own expense, satisfactorily repair or pay the cost of all damage to such facilities or structures which may result from any of the Contractor's operations during the period of the contract.

152-2.2 EXCAVATION. No excavation shall be started until the work has been staked out by the Contractor and the Engineer has obtained elevations and measurements of the ground surface. All suitable excavated material shall be used in the formation of embankment, sub-grade, or for other purposes shown on the plans. All unsuitable material shall be disposed of as shown on the plans.

When the volume of the excavation exceeds that required to construct the embankments to the grades indicated, the excess shall be used to grade the areas of ultimate development or disposed of as directed. When the volume of excavation is not sufficient for constructing the fill to the grades indicated, the deficiency shall be obtained from borrow areas.

The grade shall be maintained so that the surface is well drained at all times. When necessary, temporary drains and drainage ditches shall be installed to intercept or divert surface water which may affect the work.

a. Selective Grading. When selective grading is indicated on the plans, the more suitable material as designated by the Engineer shall be used in constructing the embankment or in capping the pavement sub-grade. If, at the time of excavation, it is not possible to place this material in its final location, it shall be stockpiled in approved areas so that it can be measured for payment for re-handling as specified in paragraph 3.3.

b. Undercutting. Rock, shale, hardpan, loose rock, boulders, or other material unsatisfactory for safety areas, sub-grades, roads, shoulders, or any areas intended for turfing shall be excavated to a minimum depth of 12 inches, or to the depth specified by the Engineer, below the sub-grade. Muck, peat, matted roots, or other yielding material, unsatisfactory for sub-grade foundation, shall be removed to the depth specified. Unsuitable materials shall be

disposed of at locations shown on the plans. The excavated area shall be refilled with suitable material obtained from the grading operations or borrow areas and compacted to specified densities. The necessary refilling will constitute a part of the embankment. Where rock cuts are made and refilled with selected material, any pockets created in the rock surface shall be drained in accordance with the details shown on the plans.

c. Overbreak. Overbreak, including slides, is that portion of any material displaced or loosened beyond the finished work as planned or authorized by the Engineer. The Engineer shall determine if the displacement of such material was unavoidable and his/her decision shall be final. All overbreak shall be graded or removed by the Contractor and disposed of as directed; however, payment will not be made for the removal and disposal of overbreak which the Engineer determines as avoidable. Unavoidable overbreak will be classified as "Unclassified Excavation."

d. Removal of Utilities. The removal of existing structures and utilities required to permit the orderly progress of work will be accomplished by someone other than the Contractor, e.g., the utility unless otherwise shown on the plans. All existing foundations shall be excavated for at least 2 feet below the top of subgrade or as indicated on the plans, and the material disposed of as directed. All foundations thus excavated shall be backfilled with suitable material and compacted as specified herein.

e. Compaction Requirements. The sub-grade under areas to be paved shall be compacted to a depth of 6" and to a density of not less than 95 percent of the maximum density as determined by ASTM D 698.

The in-place field density shall be determined in accordance with ASTM D 1556 or ASTM D 2167. Stones or rock fragments larger than 4 inches in their greatest dimension will not be permitted in top 6 inches of the sub-grade. The finished grading operations, conforming to the typical cross section, shall be completed and maintained at least 1,000 feet (300 m) ahead of the paving operations or as directed by the Engineer.

In cuts, all loose or protruding rocks on the back slopes shall be barred loose or otherwise removed to line of finished grade of slope. All cut-and-fill slopes shall be uniformly dressed to the slope, cross section, and alignment shown on the plans or as directed by the Engineer. Blasting will be permitted only when proper precautions are taken for the safety of all persons, the work, and the property. All damage done to the work or property shall be repaired at the Contractor's expense. All operations of the Contractor in connection with the transportation, storage, and use of explosives shall conform to all state and local regulations and explosive manufacturers' instructions, with applicable approved permits reviewed by the Engineer. Any approval given, however, will not relieve the Contractor of his/her responsibility in blasting operations.

Where blasting is approved, the Contractor shall employ a vibration consultant, approved by the Engineer, to advise on explosive charge weights per delay and to analyze records from seismograph recordings. The seismograph shall be capable of producing a permanent record of the three components of the motion in terms of particle velocity, and in addition shall be capable of internal dynamic calibration.

In each distinct blasting area, where pertinent factors affecting blast vibrations and their effects in the area remain the same, the Contractor shall submit a blasting plan of the initial blasts to the Engineer for approval. This plan must consist of hole size, depth, spacing, burden, type of explosives, type of delay sequence, maximum amount of explosive on any one delay period, depth of rock, and depth of overburden if any. The maximum explosive charge weights per delay included in the plan shall not be increased without the approval of the engineering.

The Contractor shall keep a record of each blast fired - its date, time and location; the amount of explosives used, maximum explosive charge weight per delay period, and, where necessary, seismograph records identified by instrument number and location.

These records shall be made available to the Engineer on a monthly basis or in tabulated form at other times as required.

152-2.3 BORROW EXCAVATION. When borrow sources are outside the boundaries of the airport property, it shall be the Contractor's responsibility to locate and obtain the supply, subject to the approval of the Engineer. The Contractor shall notify the Engineer; at least 15 days prior to beginning the excavation, so necessary measurements and tests can be made. All unsuitable material shall be disposed of by the Contractor. All borrow pits shall be opened up to expose the vertical face of various strata of acceptable material to enable obtaining a uniform product. Borrow pits shall be excavated to regular lines to permit accurate measurements, and they shall be drained and left in a neat, presentable condition with all slopes dressed uniformly.

152-2.4 DRAINAGE EXCAVATION. Drainage excavation shall consist of excavating for drainage ditches such as intercepting; inlet or outlet, for temporary levee construction; or for any other type as designed or as shown on the plans. The work shall be performed in the proper sequence with the other construction. All satisfactory material shall be placed in fills; unsuitable material shall be placed in waste areas or as directed. Intercepting ditches shall be constructed prior to starting adjacent excavation operations. All necessary work shall be performed to secure a finish true to line, elevation, and cross section.

The Contractor shall maintain ditches constructed on the project to the required cross section and shall keep them free of debris or obstructions until the project is accepted.

152-2.5 PREPARATION OF EMBANKMENT AREA. Where an embankment is to be constructed to a height of 4 feet or less, all sod and vegetable matter shall be removed from the surface upon which the embankment is to be placed, and the cleared surface shall be completely broken up by plowing or scarifying to a minimum depth of 6 inches. This area shall then be compacted as indicated in paragraph 2.6. When the height of fill is greater than 4 feet, sod not required to be removed shall be thoroughly disced and re-compacted to the density of the surrounding ground before construction of embankment. Where embankments are to be placed on natural slopes steeper than 3 to 1, horizontal benches shall be constructed as shown on the plans.

No direct payment shall be made for the work performed under this section. The necessary clearing and grubbing and the quantity of excavation removed will be paid for under the respective items of work.

152-2.6 FORMATION OF EMBANKMENTS. Embankments shall be formed in successive horizontal layers of not more than 8 inches in loose depth for the full width of the cross section, unless otherwise approved by the Engineer.

The grading operations shall be conducted, and the various soil strata shall be placed, to produce a soil structure as shown on the typical cross section or as directed. Materials such as brush, hedge, roots, stumps, grass and other organic matter, shall not be incorporated or buried in the embankment.

Operations on earthwork shall be suspended at any time when satisfactory results cannot be obtained because of rain, freezing, or other unsatisfactory conditions of the field. The Contractor shall drag, blade, or slope the embankment to provide proper surface drainage.

The material in the layer shall be within ± 2 percent of optimum moisture content before rolling to obtain the prescribed compaction. In order to achieve a uniform moisture content throughout the layer, wetting or drying of the material and manipulation shall be required when necessary. Should the material be too wet to permit proper compaction or rolling, all work on all of the affected portions of the embankment shall be delayed until the material has dried to the required moisture content. Sprinkling of dry material to obtain the proper moisture content shall be done with approved equipment that will sufficiently distribute the water. Sufficient equipment to furnish the required water shall be available at all times. Based on these tests, the Contractor shall make the necessary corrections and adjustments in methods, materials or moisture content in order to achieve the correct embankment density.

Rolling operations shall be continued until the embankment is compacted to not less than 95 percent of maximum density for non-cohesive soils, and 90 percent of maximum density for cohesive soils as determined by ASTM 0698. Under all areas to be paved, the embankments shall be compacted to a depth of 6 inches and to a density of not less than 95 percent of the maximum density as determined by ASTM 698.

On all areas outside of the pavement areas, no compaction will be required on the top 4 inches.

The in-place field density shall be determined in accordance with ASTM D 1556 or ASTM D 2167.

Compaction areas shall be kept separate, and no layer shall be covered by another until the proper density is obtained.

During construction of the embankment, the Contractor shall route his/her equipment at all times, both when loaded and when empty, over the layers as they are placed and shall distribute the travel evenly over the entire width of the embankment. The equipment shall be operated in such a manner that hardpan, cemented gravel, clay, or other chunky soil material will be broken up into small particles and become incorporated with the other material in the layer.

In the construction of embankments, layer placement shall begin in the deepest portion of the fill; as placement progresses, layers shall be constructed approximately parallel to the finished pavement grade line.

When rock and other embankment material are excavated at approximately the same time, the rock shall be incorporated into the outer portion of the embankment and the other material shall be incorporated under the future paved areas. Stones or fragmentary rock larger than 4 inches in their greatest dimensions will not be allowed in the top 6 inches of the sub-grade. Rock fill shall be brought up in layers as specified or as directed and every effort shall be exerted to fill the voids with the finer material forming a dense, compact mass. Rock or boulders shall not be disposed of outside the excavation or embankment areas, except at places and in the manner designated by the Engineer.

When the excavated material consists predominantly of rock fragments of such size that the material cannot be placed in layers of the prescribed thickness without crushing, pulverizing or further breaking down the pieces, such material may be placed in the embankment as directed in layers not exceeding 2 feet in thickness. Each layer shall be leveled and smoothed with suitable leveling equipment and by distribution of spalls and finer fragments of rock. These type lifts shall not be constructed above an elevation 4 feet below the finished sub-grade. Density requirements will not apply to portions of embankments constructed of materials which cannot be tested in accordance with specified methods.

Frozen material shall not be placed in the embankment nor shall embankment be placed upon frozen material. There will be no separate measurement of payment for compacted embankment, and all costs incidental to placing in layers, compacting, discing, watering, mixing, sloping, and other necessary operations for construction of embankments will be included in the contract price for excavation, borrow, or other items.

152-2.7 FINISHING AND PROTECTION OF SUBGRADE. After the sub-grade has been substantially completed the full width shall be conditioned by removing any soft or other unstable material which will not compact properly. The resulting areas and all other low areas, holes or depressions shall be brought to grade with suitable select material. Scarifying, blading, rolling and other methods shall be performed to provide a thoroughly compacted sub-grade shaped to the lines and grades shown on the plans.

Grading of the sub-grade shall be performed so that it will drain readily. The Contractor shall take all precautions necessary to protect the sub-grade from damage. He/she shall limit hauling over the finished sub-grade to that which is essential for construction purposes.

All ruts or rough places that develop in a completed sub-grade shall be smoothed and re-compacted.

No sub-base, base, or surface course shall be placed on the sub-grade until the sub-grade has been approved by the Engineer.

152-2.8 HAUL. All hauling will be considered a necessary and incidental part of the work. Its cost shall be considered by the Contractor and included in the contract unit price for the pay of items of work involved. No payment will be made separately or directly for hauling on any part of the work.

152-2.9 TOLERANCES. In those areas upon which a sub-base or base course is to be placed, the top of the sub-grade shall be of such smoothness that, when tested with a 16-foot (4.8 m) straightedge applied parallel and at right angles to the centerline, it shall not show any deviation

in excess of 1/2-inch, or shall not be more than 0.05-foot (.015 m) from true grade as established by grade hubs or pins. Any deviation in excess of these amounts shall be corrected by loosening, adding, or removing materials; reshaping; and re-compacting by sprinkling and rolling.

On safety areas, intermediate and other designated areas, the surface shall be of such smoothness that it will not vary more than 0.10 foot (0.03 m) from true grade as established by grade hubs. Any deviation in excess of this amount shall be corrected by loosening, adding or removing materials, and reshaping.

152-2.10 TOPSOIL. When topsoil is specified or required as shown on the plans or under Item T-905, it shall be salvaged from stripping or other grading operations. The topsoil shall meet the requirements of Item T-905. If, at the time of excavation or stripping, the topsoil cannot be placed in its proper and final section of finished construction, the material shall be stockpiled at approved locations. Stockpiles shall not be placed within 250 feet of runway pavement or 125 feet of taxiway pavement and shall not be placed on areas which subsequently will require any excavation or embankment. If, in the judgment of the Engineer, it is practical to place the salvaged topsoil at the time of excavation or stripping, the material shall be placed in its final position without stockpiling or further re-handling.

Upon completion of grading operations, stockpiled topsoil shall be handled and placed as directed, or as required in Item T-905.

No direct payment will be made for topsoil as such under Item P-152. The quantity removed and placed directly or stockpiled shall be paid for at the contract unit price per cubic yard for Unclassified Excavation.

When stockpiling of topsoil and later re-handling of such material is directed by the Engineer, the material so re-handled shall be paid for at the contract unit price per cubic yard for Embankment in Place.

METHOD OF MEASUREMENT

152-3.1 The quantity of excavation to be paid for shall be the number of cubic yards measured in its original position. The quantity for excavation – pavement removal will be that which is represented in the plans.

Measurement shall not include the quantity of materials excavated without authorization beyond normal slope lines, or the quantity of material used for purposes other than those directed.

152-3.2 For payment specified by the cubic yard, measurement for all excavation or embankment shall be computed by the average end area method. The end area is that bound by the original ground line established by field cross sections and the final theoretical pay line established by excavation or embankment cross sections shown on the plans, subject to verification by the Engineer. After completion of all excavation or embankment operations and prior to the placing of base or subbase material, the final excavation or embankment shall be verified by the Engineer by means of field cross sections taken randomly at intervals not exceeding 500 linear feet.

BASIS OF PAYMENT

152-4.1 For "Unclassified excavation" payment shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

152-4.2 For "Embankment in Place" payment shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-152-4.1	Unclassified Excavation—per cubic yard
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item P-152-4.2	Embankment in Place—per cubic yard
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TESTING REQUIREMENTS

ASTM D 698	Test for Moisture Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5-pound Rammer and 12-inch Drop
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ASTM D 1556	Test for Density of Soil in Place by the Sand-Cone Method
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ASTM D 1557	Test for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 10-pound Rammer and 18-inch Drop
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ASTM D 2167	Test for Density and Unit Weight of Soil in Place by the Rubber Balloon Method
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END ITEM P-152

ITEM P-209 CRUSHED AGGREGATE BASE COURSE

DESCRIPTION

209-1.1 This item consists of a base course composed of crushed aggregates constructed on a prepared course in accordance with these specifications and in conformity to the dimensions and typical cross sections shown on the plans.

MATERIALS

209-2.1 AGGREGATE. Aggregates shall consist of clean, sound, durable particles of crushed stone, crushed gravel, or crushed slag and shall be free from coatings of clay, silt, vegetable matter, and other objectionable materials and shall contain no clay balls. Fine aggregate passing the No. 4 (4.75 mm) sieve shall consist of fines from the operation of crushing the coarse aggregate. If necessary, fine aggregate may be added to produce the correct gradation. The fine aggregate shall be produced by crushing stone, gravel, or slag that meet the requirements for wear and soundness specified for coarse aggregate.

The crushed slag shall be an air-cooled, blast furnace slag and shall have a unit weight of not less than 70 pounds per cubic foot (1.12 Mg/cubic meter) when tested in accordance with ASTM C 29.

The crushed aggregate portion which is retained on the No. 4 (4.75 mm) sieve shall contain not more than 15 percent, by weight, of flat or elongated pieces as defined in ASTM D 693 and shall have at least 90 percent by weight of particles with at least two fractured faces and 100 percent with at least one fractured face. The area of each face shall be equal to at least 75 percent of the smallest midsectional area of the piece. When two fractured faces are contiguous, the angle between the planes of fractures shall be at least 30 to count as two fractured faces.

The percentage of wear shall not be greater than 45 percent when tested in accordance with ASTM C 131. The sodium sulfate soundness loss shall not exceed 12 percent, after 5 cycles, when tested in accordance with ASTM C 88.

The fraction passing the No. 40 (0.42 mm) sieve shall have a liquid limit no greater than 25 and a plasticity index of not more than 4 when tested in accordance with ASTM D 4318. The fine aggregate shall have a minimum sand equivalent value of 35 when tested in accordance with ASTM D 2419.

a. Sampling and Testing. Aggregates for preliminary testing shall be furnished by the Contractor prior to the start of production. All tests for initial aggregate submittals necessary to determine compliance with the specification requirements will be made by the Engineer at no expense to the Contractor.

Samples of aggregates shall be furnished by the Contractor at the start of production and at intervals during production. The sampling points and intervals will be designated by the

Engineer. The samples will be the basis of approval of specific lots of aggregates from the standpoint of the quality requirements of this section.

In lieu of testing, the Engineer may accept certified state test results indicating that the aggregate meets specification requirements.

Samples of aggregates to check gradation shall be taken by the Engineer at least once daily. Sampling shall be in accordance with ASTM D 75, and testing shall be in accordance with ASTM C 136 and ASTM C 117.

b. Gradation Requirements. The gradation (job mix) of the final mixture shall fall within the design range indicated in Table 1, when tested in accordance with ASTM C 117 and ASTM C 136. The final gradation shall be continuously well graded from coarse to fine and shall not vary from the low limit on one sieve to the high limit on an adjacent sieve or vice versa.

TABLE 1. REQUIREMENTS FOR GRADATION OF AGGREGATE \1

Sieve Size	Design Range Percentage by Weight Passing Sieves	Job Mix Tolerances Percent
2 in (50.0 mm)	100	0
1-1/2 (37.0 mm)	95-100	+/- 5
1 in (25.0 mm)	70-95	+/- 8
3/4 in (19.0 mm)	55-85	+/- 8
No. 4 (4.75 mm)	30-60	+/- 8
No. 30 (0.60 mm)	12-30	+/- 5
No. 200 (0.075 mm)	0-8	+/- 3

\1\ Where environmental conditions (temperature and availability of free moisture) indicate potential damage due to frost action, the maximum percent of material, by weight, of particles smaller than 0.02 mm shall be 3 percent. It also may be necessary to have a lower percentage of material passing the No. 200 sieve to help control the percentage of particles smaller than 0.02 mm.

The job mix tolerances in Table 1 shall be applied to the job mix gradation to establish a job control grading band. The full tolerance still will apply if application of the tolerances results in a job control grading band outside the design range.

The fraction of the final mixture that passes the No. 200 (0.075 mm) sieve shall not exceed 60 percent of the fraction passing the No. 30 (0.60 mm) sieve.

CONSTRUCTION METHODS

209-3.1 PREPARING UNDERLYING COURSE. The underlying course shall be checked and accepted by the Engineer before placing and spreading operations are started. Any ruts or soft yielding places caused by improper drainage conditions, hauling, or any other cause shall be

corrected at the Contractor's expense before the base course is placed thereon. Material shall not be placed on frozen subgrade.

209-3.2 MIXING. The aggregate shall be uniformly blended during crushing operations or mixed in a plant. The plant shall blend and mix the materials to meet the specifications and to secure the proper moisture content for compaction.

209-3.3 PLACING. The crushed aggregate base material shall be placed on the moistened subgrade in layers of uniform thickness with a mechanical spreader.

The maximum depth of a compacted layer shall be 6 inches (150 mm). If the total depth of the compacted material is more than 6 inches (150 mm), it shall be constructed in two or more layers. In multi-layer construction, the base course shall be placed in approximately equal-depth layers.

The previously constructed layer should be cleaned of loose and foreign material prior to placing the next layer. The surface of the compacted material shall be kept moist until covered with the next layer.

209-3.4 COMPACTION. Immediately upon completion of the spreading operations, the crushed aggregate shall be thoroughly compacted. The number, type, and weight of rollers shall be sufficient to compact the material to the required density.

The moisture content of the material during placing operations shall not be below, nor more than 1-½ percentage points above, the optimum moisture content as determined by ASTM D 1557.

209-3.5 ACCEPTANCE SAMPLING AND TESTING FOR DENSITY. Aggregate base course shall be accepted for density on a lot basis. A lot will consist of one day's production where it is not expected to exceed 2400 square yards (2000 square meters). A lot will consist of one-half day's production where a day's production is expected to consist of between 2400 and 4800 square yards (2000 and 4000 square meters).

Each lot shall be divided into two equal sublots. One test shall be made for each subplot. Sampling locations will be determined by the Engineer on a random basis in accordance with statistical procedures contained in ASTM D 3665.

Each lot shall be divided into two equal sublots. One test shall be made for each subplot. Sampling locations will be determined by the Engineer on a random basis in accordance with statistical procedures contained in ASTM D 3665.

Each lot will be accepted for density when the field density is at least 100 percent of the maximum density of laboratory specimens prepared from samples of the base course material delivered to the job site. The specimens shall be compacted and tested in accordance with ASTM D 1557. The in-place field density shall be determined in accordance with ASTM D 1556 or D 2167. If the specified density is not attained, the entire lot shall be reworked and/or

recompacted and two additional random tests made. This procedure shall be followed until the specified density is reached.

In lieu of the core method of field density determination, acceptance testing may be accomplished using a nuclear gage in accordance with ASTM D 2922. The gage should be field calibrated in accordance with paragraph 4 of ASTM D 2922. Calibration tests shall be conducted on the first lot of material placed that meets the density requirements.

Use of ASTM D 2922 results in a wet unit weight, and when using this method, ASTM D 3017 shall be used to determine the moisture content of the material. The calibration curve furnished with the moisture gages shall be checked as described in paragraph 7 of ASTM D 3017. The calibration checks of both the density and moisture gages shall be made at the beginning of a job and at intervals as determined by the Engineer.

If a nuclear gage is used for density determination, two random readings shall be made for each subplot.

209-3.6 FINISHING. The surface of the aggregate base course shall be finished by blading or with automated equipment especially designed for this purpose.

In no case will the addition of thin layers of material be added to the top layer of base course to meet grade. If the elevation of the top layer is 1/2 inch (12 mm) or more below grade, the top layer of base shall be scarified to a depth of at least 3 inches (75 mm), new material added, and the layer shall be blended and recompacted to bring it to grade. If the finished surface is above plan grade, it shall be cut back to grade and rerolled.

209-3.7 SURFACE TOLERANCES. The finished surface shall not vary more than 3/8 inch (9 mm) when tested with a 16-foot (4.8 m) straightedge applied parallel with or at right angles to the centerline. Any deviation in excess of this amount shall be corrected by the Contractor at the Contractor's expense.

209-3.8 THICKNESS CONTROL. The completed thickness of the base course shall be within 1/2 inch (12 mm) of the design thickness. Four determinations of thickness shall be made for each lot of material placed. The lot size shall be consistent with that specified in paragraph 3.5. Each lot shall be divided into four equal sublots. One test shall be made for each subplot. Sampling locations will be determined by the Engineer on a random basis in accordance with procedures contained in ASTM D 3665. Where the thickness is deficient by more than 1/2 inch (12 mm), the Contractor shall correct such areas at no additional cost by excavating to the required depth and replacing with new material. Additional test holes may be required to identify the limits of deficient areas.

209-3.9 MAINTENANCE. The base course shall be maintained in a condition that will meet all specification requirements until the work is accepted. Equipment used in the construction of an adjoining section may be routed over completed portions of the base course, provided no damage results and provided that the equipment is routed over the full width of the base course to avoid rutting or uneven compaction.

METHOD OF MEASUREMENT

209-4.1. The quantity of crushed aggregate base course to be paid for will be determined by measurement of the number of cubic yards of material actually constructed and accepted by the Engineer as complying with the plans and specifications.

BASIS OF PAYMENT

209-5.1. Payment shall be made at the contract unit price per cubic yard for crushed aggregate base course. This price shall be full compensation for furnishing all materials, for preparing and placing these materials, and for all labor, equipment tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-209 Crushed Aggregate Base Course—per cubic yard.

TESTING REQUIREMENTS

ASTM C 29	Unit Weight of Aggregate
ASTM C 88	Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C 117	Materials Finer than 75 μ m (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C 131	Resistance to Degradation of Small-Size Coarse Aggregate by abrasion and impact in the Los Angeles Machine
ASTM C 136	Sieve Analysis of Fine and Coarse Aggregates
ASTM D 75	Sampling Aggregate
ASTM D 693	Crushed Aggregate for Macadam Pavements
ASTM D 698	Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 5.5-lb (2.49-kg) Rammer and 12-in (305mm) Drop
ASTM D 1556	Density of Soil in Place by the Sand-Cone Method
ASTM D 1557	Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10-lb Rammer and 18 in Drop
ASTM D 2167	Density and Unit Weight of Soil in Place by the Rubber Balloon

	Method
ASTM D 2419	Sand Equivalent Value of Soils and Fine Aggregate
ASTM D 2922	Density of Soil and Soil-Aggregate in Place by Nuclear Methods
ASTM D 3017	Water Content of Soil and Rock in Place by Nuclear Methods
ASTM D 3665	Random Sampling of Construction Materials
ASTM D 4318	Liquid Limit, Plastic Limit, and Plasticity Index of Soils

END ITEM P-209

ITEM P-401: PLANT MIX BITUMINOUS PAVEMENTS

DESCRIPTION

401-1.1 This item shall consist of a surface course composed of mineral aggregate and bituminous material mixed in a central mixing plant and placed on a prepared course in accordance with these specifications and shall conform to the lines, grades, thicknesses, and typical cross sections shown on the plans. Each course shall be constructed to the depth, typical section, or elevation required by the plans and shall be rolled, finished, and approved before the placement of the next course.

MATERIALS

401-2.1 AGGREGATE. Aggregates shall consist of crushed stone, crushed gravel, or crushed slag with or without sand or other inert finely divided mineral aggregate. The portion of materials retained on the No. 8 sieve is coarse aggregate. The portion passing the No. 8 (2.36 mm) sieve and retained on the No. 200 (0.075 mm) sieve is fine aggregate, and the portion passing the No. 200 (0.075 mm) sieve is mineral filler.

a. Coarse Aggregate. Coarse aggregate shall consist of sound, tough, durable particles, free from adherent films of matter that would prevent thorough coating and bonding with the bituminous material and be free from organic matter and other deleterious substances. The percentage of wear shall not be greater than 40 percent when tested in accordance with ASTM C 131. The sodium sulfate soundness loss shall not exceed 10 percent, or the magnesium sulfate soundness loss shall not exceed 13 percent, after five cycles, when tested in accordance with ASTM C 88.

Aggregate shall contain at least 50 percent by weight of individual pieces having two or more fractured faces and 65 percent by weight having at least one fractured face. The area of each face shall be equal to at least 75 percent of the smallest midsectional area of the piece. When two fractured faces are contiguous, the angle between the planes of fractures shall be at least 30 degrees to count as two fractured faces. Fractured faces shall be obtained by crushing.

The aggregate shall not contain more than a total of 8 percent, by weight, of flat or elongated pieces, when tested in accordance with ASTM D 4791.

Slag shall be air-cooled, blast furnace slag, and shall have a compacted weight of not less than 70 pounds per cubic foot (1.12 mg/cubic meter) when tested in accordance with ASTM C 29.

b. Fine Aggregate. Fine aggregate shall consist of clean, sound, durable, angular shaped particles produced by crushing stone, slag, or gravel that meets the requirements for wear and soundness specified for coarse aggregate. The aggregate particles shall be free from coatings of clay, silt, or other objectionable matter and shall contain no clay balls. The fine aggregate, including any blended material for the fine aggregate, shall have a plasticity index of not more than 6 and a liquid limit of not more than 25 when tested in accordance with ASTM D 4318.

Natural (non-manufactured) sand may be used to obtain the gradation of the aggregate blend or to improve the workability of the mix. The amount of sand to be added will be adjusted to produce mixtures conforming to requirements of this specification. The fine aggregate shall not contain more than 20 percent natural sand by weight of total aggregates.

The aggregate shall have sand equivalent values of 35 or greater when tested in accordance with ASTM D 2419.

c. Sampling. ASTM D 75 shall be used in sampling coarse and fine aggregate, and ASTM C 183 shall be used in sampling mineral filler.

401-2.2 MINERAL FILLER. If filler, in addition to that naturally present in the aggregate, is necessary, it shall meet the requirements of ASTM D 242.

401-2.3 BITUMINOUS MATERIAL. Bituminous material shall conform to the following requirements: ASTM D 946, Penetration Grade 85-100.

The Contractor shall furnish vendor's certified test reports for each lot of bituminous material shipped to the project. The vendor's certified test report for the bituminous material can be used for acceptance or tested independently by the Engineer.

401-2.4 PRELIMINARY MATERIAL ACCEPTANCE. Prior to delivery of materials to the job site, the Contractor shall submit certified test reports to the Engineer for the following materials:

a. Coarse Aggregate.

- (1) Percent of wear.
- (2) Soundness.
- (3) Unit weight of slag.

b. Fine Aggregate.

- (1) Liquid limit.
- (2) Plasticity index.
- (3) Sand equivalent.

c. Mineral Filler.

d. Bituminous Material.

The certification(s) shall show the appropriate ASTM test(s) for each material, the test results, and a statement that the material meets the specification requirement.

The Engineer may request samples for testing, prior to and during production, to verify the quality of the materials and to ensure conformance with the applicable specifications.

COMPOSITION

401-3.1 COMPOSITION OF MIXTURE. The bituminous plant mix shall be composed of a mixture of well-graded aggregate, filler if required, and bituminous material. The several aggregate fractions shall be sized, handled in separate size groups, and combined in such proportions that the resulting mixture meets the grading requirements of the job mix formula (JMF).

401-3.2 JOB MIX FORMULA. No bituminous mixture for payment shall be produced until a job mix formula has been approved by the Engineer. The bituminous mixture shall be designed using procedures contained in Chapter III, MARSHALL METHOD OF MIX DESIGN, of the Asphalt Institute's Manual Series No. 2 (MS-2), Mix Design Methods for Asphalt Concrete, and shall meet the requirements of Tables 1 and 2.

The design criteria in Table 1 are target values necessary to meet the acceptance requirements contained in paragraph 401-5.2b. The criteria is based on a production process which has a material variability with the following standard deviations:

Stability (lbs.) = 270
Flow (0.01 inch) = 1.5
Air Voids (%) = 0.65

If material variability exceeds the standard deviations indicated, the job mix formula and subsequent production targets should be based on a stability greater than shown in Table 1, and the flow and air voids should be targeted close to the mid-range of the criteria in order to meet the acceptance requirements.

If the Tensile Strength Ratio (TSR) of the composite mixture, as determined by ASTM D 4867, is less than 75, the aggregates shall be rejected or the asphalt treated with an approved anti-stripping agent. The amount of anti-stripping agent added to the asphalt shall be sufficient to produce a TSR of not less than 75. If an antistrip agent is required, it will be provided by the Contractor at no additional cost.

The job mix formula shall be submitted in writing by the Contractor to the Engineer at least 30 days prior to the start of paving operations and shall include as a minimum:

- a. Percent passing each sieve size.
- b. Percent of asphalt cement.
- c. Asphalt viscosity or penetration grade.
- d. Number of blows of hammer compaction per side of molded specimen.
- e. Mixing temperature.

- f. Compaction temperature.
- g. Temperature of mix when discharged from the mixer.
- h. Temperature-viscosity relationship of the asphalt cement.
- i. Plot of the combined gradation on the Federal Highway Administration (FHWA) 45 power gradation curve.
- j. Graphical plots of stability, flow, air voids, voids in the mineral aggregate, and unit weight versus asphalt content.
- k. Percent natural sand.
- l. Percent fractured faces.
- m. Percent elongated particles.
- n. Tensile Strength Ratio (TSR).
- o. Antistrip agent (if required).

The Contractor shall submit samples to the Engineer, upon request, for job mix formula verification testing.

The job mix formula for each mixture shall be in effect until modified in writing by the Engineer. Should a change in sources of materials be made, a new job mix formula must be approved by the Engineer before the new material is used.

TABLE 1. MARSHALL DESIGN CRITERIA

TEST PROPERTY	Gross Wgt. > 60,000 lbs Or Tire Pressure > 100 PSI
Number of blows	75
Stability, pounds (newtons) minimum	2150 (9555)
Flow, 0.01 in. (0.25 mm)	10-14
Air voids (percent)	2.8-4.2
Voids filled with asphalt (percent)	65-75
Percent voids in mineral aggregate, minimum	See Table 2

**TABLE 2. MINIMUM PERCENT
VOIDS IN MINERAL AGGREGATE**

Nominal Maximum Aggregate Size 1/		Minimum Voids in Mineral Aggregate, Percent Design Air Voids
in.	mm	Percent
1/2	12.5	13
3/4	19.5	12
1	25.0	11
1-1/4	31.25	10

1/ The nominal maximum aggregate size is the next larger sieve size than the sieve on which at least 10 percent of the total aggregate is retained.

The mineral aggregate shall be of such size that the percentage composition by weight, as determined by laboratory screens, will conform to the gradation or gradations specified in Table 3 when tested in accordance with ASTM Standard C 136 and C 117.

The gradations in Table 3 represent the limits which shall determine the suitability of aggregate for use from the sources of supply. The aggregate, as selected (and used in the JMF), shall have a gradation within the limits designated in Table 3 and shall not vary from the low limit on one sieve to the high limit on the adjacent sieve, or vice versa, but shall be well graded from coarse to fine.

Deviations from the final approved mix design for bitumen content and gradation of aggregates shall be within the action limits for individual measurements as specified in paragraph 401-6.5a. The limits still will apply if they fall outside the master grading band in Table 3.

The maximum size aggregate used shall not be more than one-half of the thickness of the course being constructed.

TABLE 3. AGGREGATE - BITUMINOUS PAVEMENTS

Sieve Size	Percentage by Weight Passing Sieves 1" max
1-1/4 in. (31.25 mm)	-
1 in. (25.0 mm)	100
3/4 in. (19.0 mm)	76-98
1/2 in. (12.5 mm)	66-86
3/8 in. (9.5 mm)	57-77
No. 4 (4.75 mm)	40-60
No. 8 (2.36 mm)	26-46
No. 16 (1.18 mm)	17-37
No. 30 (0.60 mm)	-
No. 50 (0.30 mm)	7-19

TABLE 3. AGGREGATE - BITUMINOUS PAVEMENTS

Sieve Size	Percentage by Weight Passing Sieves 1" max
No. 100 (0.15 mm)	6-16
No. 200 (0.075 mm)	3-6
Asphalt percent	
Stone or gravel	4.5-7.0

The aggregate gradations shown are based on aggregates of uniform specific gravity. The percentages passing the various sieves shall be corrected when aggregates of varying specific gravities are used, as indicated in the Asphalt Institute Manual Series No. 2 (MS-2), Appendix A.

401-3.3 RECYCLED ASPHALT CONCRETE. Recycled asphalt concrete shall consist of reclaimed asphalt pavement (RAP), coarse aggregate, fine aggregate, mineral filler, asphalt cement, and recycling agent, if necessary. Reclaimed asphalt pavement may be used for all courses.

The RAP shall be of a consistent gradation and asphalt content. The Contractor may obtain the RAP from the job site or existing source.

All new aggregates used in the recycled mix shall meet the requirements of paragraph 401-2.1. New bituminous material shall meet the requirements of paragraph 401-2.3. Recycling agents shall meet the requirements of ASTM D 4552.

The recycled asphalt concrete mix shall be designed using procedures contained in the Asphalt Institute's Manual Series Number 20 (MS-20), Asphalt Hot-Mix Recycling, in conjunction with MS-2 (MS-2). The job mix shall meet the requirements of paragraph 401-3.2. In addition to the requirements of paragraph 401-3.2, the job mix formula shall indicate the percent of reclaimed asphalt pavement, the percent and viscosity grade of new asphalt, the percent and grade of hot-mix recycling agent (if used), and the properties (including viscosity and penetration) of the asphalt blend.

The Contractor shall submit documentation to the Engineer, indicating that the mixing equipment proposed for use is adequate to mix the percent of RAP shown in the job mix formula and meet all local and national environmental regulations.

401-3.4 TEST SECTION. Prior to full production, the Contractor shall prepare and place a quantity of bituminous mixture according to the job mix formula. The amount of mixture should be sufficient to construct a test section 60 long and 20 wide, placed in two lanes, with a longitudinal cold joint, and shall be of the same depth specified for the construction of the course which it represents. The underlying grade or pavement structure upon which the test section is to be constructed shall be the same as the remainder of the course represented by the test section. The equipment used in construction of the test section shall be the same type and weight to be used on the remainder of the course represented by the test section.

Three random samples shall be taken at the plant and tested for stability, flow, and air voids in accordance with paragraph 401-5.1a(2). Three randomly selected cores shall be taken from the finished pavement mat, and three from the longitudinal joint, and tested in accordance with paragraph 401-5.1b(4). Random sampling shall be in accordance with procedures contained in ASTM D 3665.

Stability, flow, and air voids shall be evaluated in accordance with paragraph 401-5.2b. Mat density shall be evaluated in accordance with paragraph 401-5.2c. Joint density shall be evaluated in accordance with paragraph 401-5.2d. The test section shall be considered acceptable if the percentage of material within limits (PWL) is 90 or more.

Two random samples of mixture shall be taken at the plant and tested for aggregate gradation and asphalt content in accordance with paragraphs 401-6.3a and 3b and evaluated in accordance with paragraphs 401-6.5a and 5b. The test section shall be considered acceptable if the gradation and asphalt content are within the limits specified in paragraphs 401-6.5a and 5b.

Voids in the mineral aggregate (VMA), for each plant sample, shall be computed in accordance with procedures contained in Chapter III, MARSHALL METHOD OF MIX DESIGN, of the Asphalt Institute's Manual Series No. 2 (MS-2), Mix Design for Asphalt Concrete.

Voids filled with asphalt, for each plant sample, shall be computed as follows:

- a. Determine asphalt content in percentage by volume using:

$$I = \frac{P_b \times G_{mb}}{G_b}$$

Where:

I = Percentage by volume of asphalt

P_b = Percentage by weight of asphalt

G_{mb} = Bulk specific gravity of compacted mixture

G_b = Specific gravity of asphalt

- b. Determine percent voids filled with asphalt as follows:

$$VF = \frac{I}{I + P_a} \times 100$$

Where:

VF = Percent voids filled with asphalt

I = Percentage by volume of asphalt

P_a = Percent air voids

The test section shall be considered acceptable if the voids in the mineral aggregate and the voids filled with asphalt are within the limits of Table 1.

If the test section should prove to be unsatisfactory, the necessary adjustments to the job mix formula, plant operation, placing procedures, and/or rolling procedures shall be made. A second test section shall then be placed. If the second test section also does not meet specification requirements, both sections shall be removed at the Contractor's expense. Additional test sections, as required, shall be constructed and evaluated for conformance to the specifications. Any additional sections that do not conform to specification requirements shall be removed at the Contractor's expense. Full production shall not begin until a satisfactory section has been constructed and accepted by the Engineer. The initial test section and any subsequent section that meets specification requirements shall be paid for in accordance with paragraph 401-8.1.

Job mix control testing shall be performed by the Contractor at the start of plant production and in conjunction with the calibration of the plant for the job mix formula. It should be recognized that the aggregates produced by the plant may not satisfy the gradation requirements or produce a mix that exactly meets the JMF. In those instances, it will be necessary to reevaluate and redesign the mix using plant-produced aggregates. Specimens should be prepared and the optimum bitumen content determined in the same manner as for the original design tests.

401-3.5 TESTING LABORATORY. The laboratory used to develop the job mix formula shall meet the requirements of ASTM D 3666. A certification signed by the manager of the laboratory stating that it meets these requirements shall be submitted to the Engineer prior to the start of construction. The certification shall contain as a minimum:

- a. Qualifications of personnel; laboratory manager, supervising technician, and testing technicians.
- b. A listing of equipment to be used in developing the job mix.
- c. A copy of the laboratory's quality control system.
- d. Evidence of participation in the AASHTO Materials Reference Laboratory (AMRL) program.

CONSTRUCTION METHODS

401-4.1 WEATHER LIMITATIONS. The bituminous mixture shall not be placed upon a wet surface or when the surface temperature of the underlying course is less than specified in Table 4. The temperature requirements may be waived by the Engineer, if requested; however, all other requirements including compaction shall be met.

TABLE 4. BASE TEMPERATURE LIMITATIONS

Mat Thickness	Base Temperature (Minimum)	
	Deg. F	Deg. C
3 in. (7.5 cm) or greater	40	4
Greater than 1 in. (2.5 cm) but less than 3 in. (7.5 cm)	45	7
1 in. (2.5 cm) or less	50	10

401-4.2 BITUMINOUS MIXING PLANT. Plants used for the preparation of bituminous mixtures shall conform to the requirements of ASTM D 995 with the following changes:

a. Requirements for All Plants.

(1) **Truck Scales.** The bituminous mixture shall be weighed on approved scales furnished by the Contractor, or on certified public scales at the Contractor's expense. Scales shall be inspected and sealed as often as the Engineer deems necessary to assure their accuracy. Scales shall conform to the requirements of the General Provisions, Section 90-01.

(2) **Testing Facilities.** The Contractor shall provide laboratory facilities at the plant for the use of the Engineer's acceptance testing and the Contractor's quality control testing, in accordance with paragraph 401-6.2d. .

(3) **Inspection of Plant.** The Engineer, or Engineer's authorized representative, shall have access, at all times, to all areas of the plant for checking adequacy of equipment; inspecting operation of the plant; verifying weights, proportions, and material properties; and checking the temperatures maintained in the preparation of the mixtures.

(4) **Storage Bins and Surge Bins.** Paragraph 3.9 of ASTM D 995 is deleted. Instead, the following applies. Use of surge and storage bins for temporary storage of hot bituminous mixtures will be permitted as follows:

(a) The bituminous mixture may be stored in surge bins for period of time not to exceed 3 hours.

(b) The bituminous mixture may be stored in insulated storage bins for a period of time not to exceed 24 hours.

The bins shall be such that mix drawn from them meets the same requirements as mix loaded directly into trucks.

If the Engineer determines that there is an excessive amount of heat loss, segregation, or oxidation of the mixture due to temporary storage, no overnight storage will be allowed.

401-4.3 HAULING EQUIPMENT. Trucks used for hauling bituminous mixtures shall have tight, clean, and smooth metal beds. To prevent the mixture from adhering to them, the truck beds shall be lightly coated with a minimum amount of paraffin oil, lime solution, or other approved material. Each truck shall have a suitable cover to protect the mixture from adverse weather. When necessary, to ensure that the mixture will be delivered to the site at the specified temperature, truck beds shall be insulated or heated and covers shall be securely fastened.

401-4.4 BITUMINOUS PAVERS. Bituminous pavers shall be self-propelled with an activated screed, heated as necessary, and shall be capable of spreading and finishing courses of bituminous plant mix material which will meet the specified thickness, smoothness, and grade. The paver shall have sufficient power to propel itself and the hauling equipment without adversely affecting the finished surface.

The paver shall have a receiving hopper of sufficient capacity to permit a uniform spreading operation. The hopper shall be equipped with a distribution system to place the mixture uniformly in front of the screed without segregation. The screed shall effectively produce a finished surface of the required evenness and texture without tearing, shoving, or gouging the mixture.

If an automatic grade control device is used, the paver shall be equipped with a control system capable of automatically maintaining the specified screed elevation. The control system shall be automatically actuated from either a reference line and/or through a system of mechanical sensors or sensor-directed mechanisms or devices which will maintain the paver screed at a predetermined transverse slope and at the proper elevation to obtain the required surface. The transverse slope controller shall be capable of maintaining the screed at the desired slope within plus or minus 0.1 percent.

The controls shall be capable of working in conjunction with any of the following attachments:

- a. Ski-type device of not less than 30 feet (9.14 m) in length.
- b. Taut stringline (wire) set to grade.
- c. Short ski or shoe.
- d. Laser control.

401-4.5 ROLLERS. Rollers of the vibratory, steel wheel, and pneumatic-tired type shall be used. They shall be in good condition, capable of operating at slow speeds to avoid displacement of the bituminous mixture. The number, type, and weight of rollers shall be sufficient to compact the mixture to the required density while it is still in a workable condition.

The use of equipment which causes excessive crushing of the aggregate will not be permitted.

401-4.6 PREPARATION OF BITUMINOUS MATERIAL. The bituminous material shall be heated in a manner that will avoid local overheating and provide a continuous supply of the

bituminous material to the mixer at a uniform temperature. The temperature of the bituminous material delivered to the mixer shall be sufficient to provide a suitable viscosity for adequate coating of the aggregate particles, but shall not exceed 325 degrees F (160 degrees C).

401-4.7 PREPARATION OF MINERAL AGGREGATE. The aggregate for the mixture shall be heated and dried prior to introduction into the mixer. The maximum temperature and rate of heating shall be such that no damage occurs to the aggregates. The temperature of the aggregate and mineral filler shall not exceed 350 degrees F (175 degrees C) when the asphalt is added. Particular care shall be taken that aggregates high in calcium or magnesium content are not damaged by overheating. The temperature shall not be lower than is required to obtain complete coating and uniform distribution on the aggregate particles and to provide a mixture of satisfactory workability.

401-4.8 PREPARATION OF BITUMINOUS MIXTURE. The aggregates and the bituminous material shall be weighed or metered and introduced into the mixer in the amount specified by the job mix formula.

The combined materials shall be mixed until the aggregate obtains a uniform coating of bitumen and is thoroughly distributed throughout the mixture. Wet mixing time shall be the shortest time that will produce a satisfactory mixture, but not less than 25 seconds for batch plants. The wet mixing time for all plants shall be established by the Contractor, based on the procedure for determining the percentage of coated particles described in ASTM D 2489, for each individual plant and for each type of aggregate used. The wet mixing time will be set to achieve 95 percent of coated particles. For continuous mix plants, the minimum mixing time shall be determined by dividing the weight of its contents at operating level by the weight of the mixture delivered per second by the mixer. The moisture content of all bituminous mix upon discharge shall not exceed 0.5 percent.

401-4.9 PREPARATION OF THE UNDERLYING SURFACE. Immediately before placing the bituminous mixture, the underlying course shall be cleaned of all dust and debris. A prime coat or tack coat shall be applied in accordance with Item P-602 or P-603, if required by the contract specifications.

401-4.10 TRANSPORTING, PLACING, AND FINISHING. The bituminous mixture shall be transported from the mixing plant to the site in vehicles conforming to the requirements of paragraph 401-4.3. Deliveries shall be scheduled so that placing and compacting of mixture is uniform with minimum stopping and starting of the paver. Adequate artificial lighting shall be provided night placements. Hauling over freshly placed material shall not be permitted until the material has been compacted, as specified, and allowed to cool to atmospheric temperature.

The mix shall be placed and compacted at a temperature suitable for obtaining density, surface smoothness, and other specified requirements but not less than 250 degrees F (107 degrees C).

Upon arrival, the mixture shall be placed to the full width by a bituminous paver. It shall be struck off in a uniform layer of such depth that, when the work is completed, it shall have the required thickness and conform to the grade and contour indicated. The speed of the paver shall

be regulated to eliminate pulling and tearing of the bituminous mat. Unless otherwise permitted, placement of the mixture shall begin along the centerline of a crowned section or on the high side of areas with a one-way slope. The mixture shall be placed in consecutive adjacent strips having a minimum width of [] feet except where edge lanes require less width to complete the area. The longitudinal joint in one course shall offset the longitudinal joint in the course immediately below by at least 1 foot (30 cm); however, the joint in the surface top course shall be at the centerline of the pavement. Transverse joints in one course shall be offset by at least 10 feet (3 m) from transverse joints in the previous course.

Transverse joints in adjacent lanes shall be offset a minimum of 10 feet (3 m).

On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the mixture may be spread and luted by hand tools.

401-4.11 COMPACTION OF MIXTURE. After placing, the mixture shall be thoroughly and uniformly compacted by rolling. The surface shall be compacted as soon as possible when the mixture has attained sufficient stability so that the rolling does not cause undue displacement, cracking or shoving. The sequence of rolling operations and the type of rollers used shall be at the discretion of the Contractor.

The speed of the roller shall, at all times, be sufficiently slow to avoid displacement of the hot mixture and be effective in compaction. Any displacement occurring as a result of reversing the direction of the roller, or from any other cause, shall be corrected at once.

Sufficient rollers shall be furnished to handle the output of the plant. Rolling shall continue until the surface is of uniform texture, true to grade and cross section, and the required field density is obtained.

To prevent adhesion of the mixture to the roller, the wheels shall be kept properly moistened (and scrapers used), but excessive water will not be permitted.

In areas not accessible to the roller, the mixture shall be thoroughly compacted with hand tampers.

Any mixture that becomes loose and broken, mixed with dirt, contains check-cracking, or in any way defective shall be removed and replaced with fresh hot mixture and immediately compacted to conform to the surrounding area. This work shall be done at the Contractor's expense. Skin patching shall not be allowed.

401-4.12 JOINTS. The formation of all joints shall be made in such a manner as to ensure a continuous bond between the courses and obtain the required density. All joints shall have the same texture as other sections of the course and meet the requirements for smoothness and grade. The roller shall not pass over the unprotected end of the freshly laid mixture except when necessary to form a transverse joint. When necessary to form a transverse joint, it shall be made by means of placing a bulkhead or by tapering the course. The tapered edge shall be cut back to its full depth and width on a straight line to expose a vertical face prior to placing the adjacent

lane. In both methods, all contact surfaces shall be given a tack coat of bituminous material before placing any fresh mixture against the joint.

Longitudinal joints which are irregular, damaged, uncompacted, or otherwise defective shall be cut back to expose a clean, sound surface for the full depth of the course. All contact surfaces shall be given a tack coat of bituminous material prior to placing any fresh mixture against the joint.

MATERIAL ACCEPTANCE

401-5.1 ACCEPTANCE SAMPLING AND TESTING. All acceptance sampling and testing necessary to determine conformance with the requirements specified in this section will be performed by the Engineer at no cost to the Contractor. Testing organizations performing these tests shall meet the requirements of ASTM D 3666. All equipment in Contractor furnished laboratories shall be calibrated by the testing organization prior to the start of operations.

a. Plant-Produced Material. Plant-produced material shall be tested for stability, flow, and air voids on a lot basis. Sampling shall be from material deposited into trucks at the plant or from trucks at the job site. A lot will consist of:

- one day's production not to exceed 2,000 tons (1 814 000 kg), or
- a half day's production where a day's production is expected to consist of between 2,000 and 4,000 tons (1 814 000 and 3 628 000 kg), or
- similar subdivisions for tonnages over 4,000 tons (3 628 000 kg).

Where more than one plant is simultaneously producing material for the job, the lot sizes shall apply separately for each plant.

(1) Sampling. Each lot will consist of four equal sublots. Sufficient material for preparation of test specimens will be sampled by the Engineer on a random basis, in accordance with the procedures contained in ASTM D 3665. One set of laboratory compacted specimens will be prepared for each subplot in accordance with ASTM D 1559, paragraph 4.5, at the number of blows required by paragraph 401-3.2, Table 1. Each set of laboratory compacted specimens will consist of three test portions prepared from the same sample increment.

The sample of bituminous mixture may be put in a covered metal tin and placed in an oven for not less than 30 minutes nor more than 60 minutes to stabilize to compaction temperature. The compaction temperature of the specimens should be as specified in the job mix formula.

(2) Testing. Sample specimens shall be tested for stability and flow in accordance with ASTM D 1559, paragraph 5. Air voids will be determined by the Engineer in accordance with ASTM D 3203.

Prior to testing, the bulk specific gravity of each test specimen shall be measured by the Engineer in accordance with ASTM D 2726 using the procedure for laboratory-prepared thoroughly dry specimens, or ASTM D 1188, whichever is applicable, for use in computing air voids and pavement density.

For air voids determination, the theoretical maximum specific gravity of the mixture shall be measured for each subplot in accordance with ASTM D 2041, Type C, D or E container. The value used in the air voids computation for each subplot shall be based on the maximum specific gravity measurement for the subplot.

The stability and flow for each subplot shall be computed by averaging the results of all test specimens representing that subplot.

(3) Acceptance. Acceptance of plant produced material for stability, flow, and air voids shall be determined by the Engineer in accordance with the requirements of paragraph 401-5.2b.

b. Field Placed Material. Material placed in the field shall be tested for mat and joint density on a lot basis.

(1) Mat Density. The lot size shall be the same as that indicated in paragraph 401-5.1a and shall be divided into four equal sublots. One core of finished, compacted materials shall be taken by the Contractor from each subplot. Core locations will be determined by the Engineer on a random basis in accordance with procedures contained in ASTM D 3665. Cores shall not be taken closer than one foot from a transverse or longitudinal joint.

(2) Joint Density. The lot size shall be the total length of longitudinal joints constructed by a lot of material as defined in paragraph 401-5.1a. The lot shall be divided into four equal sublots. One core of finished, compacted materials shall be taken by the Contractor from each subplot. Core locations will be determined by the Engineer on a random basis in accordance with procedures contained in ASTM D 3665.

(3) Sampling. Samples shall be neatly cut with a core drill or other approved equipment. The minimum diameter of the sample shall be three inches. Samples that are clearly defective, as a result of sampling, shall be discarded and another sample taken. The Contractor shall furnish all tools, labor, and materials for cutting samples and filling the cored pavement. Cored holes shall be filled in a manner acceptable to the Engineer and within one day after sampling.

(4) Testing. The bulk specific gravity of each cored sample will be measured by the Engineer in accordance with ASTM D 2726 or ASTM D 1188, whichever is applicable. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each subplot sample by the average bulk specific gravity of all laboratory prepared specimens for the lot, as determined in paragraph 401-5.1a(2).

(5) Acceptance. Acceptance of field placed material for mat density will be determined by the Engineer in accordance with the requirements of paragraph 401-5.2c. Acceptance for joint density will be determined in accordance with the requirements of paragraph 401-5.2d.

c. Partial Lots — Plant-Produced Material. When operational conditions cause a lot to be terminated before the specified number of tests have been made for the lot, or when the Contractor and Engineer agree in writing to allow overages or other minor tonnage placements to be considered as partial lots, the following procedure will be used to adjust the lot size and the number of tests for the lot.

The last batch produced where production is halted will be sampled, and its properties shall be considered as representative of the particular subplot from which it was taken. Where three sublots are produced, they shall constitute a lot. Where one or two sublots are produced, they shall be incorporated into the next lot, and the total number of sublots shall be used in the acceptance plan calculation, i.e., $n = 5$ or $n = 6$, for example.

d. Partial Lots — Field Placed Material. The lot size for field placed material shall correspond to that of the plant material, except that, in no cases, shall less than three (3) cored samples be obtained, i.e., $n = 3$.

401-5.2 ACCEPTANCE CRITERIA.

a. General. Acceptance will be based on the following characteristics of the bituminous mixture and completed pavement as well as the implementation of the Contractor Quality Control plan and test results:

- (1)** Stability
- (2)** Flow
- (3)** Air voids
- (4)** Mat density
- (5)** Joint density
- (6)** Thickness
- (7)** Smoothness
- (8)** Grade

Stability, flow, and air voids will be evaluated for acceptance in accordance with paragraph 401-5.2b. Mat density will be evaluated for acceptance in accordance with paragraph 401-5.2c. Joint density will be evaluated for acceptance in accordance with paragraph 401-5.2d.

Acceptance for mat density and air voids will be based on the criteria contained in paragraph 401-5.2f(1). Acceptance for stability and flow will be based on the criteria contained in paragraph 401-5.2f(2). Acceptance for joint density will be based on the criteria contained in paragraph 401-5.2f(3). Thickness will be evaluated by the Engineer for compliance in accordance with paragraph 401-5.2f(4). Acceptance for smoothness will be based on the criteria

contained in paragraph 401-5.2f(5). Acceptance for grade will be based on the criteria contained in paragraph 401-5.2f(6).

The Engineer may at any time, notwithstanding previous plant acceptance, reject and require the Contractor to dispose of any batch of bituminous mixture which is rendered unfit for use due to contamination, segregation, incomplete coating of aggregate, or improper mix temperature. Such rejection may be based on only visual inspection or temperature measurements. In the event of such rejection, the Contractor may take a representative sample of the rejected material in the presence of the Engineer, and if it can be demonstrated in the laboratory, in the presence of the Engineer, that such material was erroneously rejected, payment will be made for the material at the contract unit price.

b. Stability, Flow, Air Voids. Evaluation for acceptance of each lot of plant-produced material for stability, flow, and air voids shall be based on PWL. The Contractor shall target production quality to achieve 90 PWL or higher.

c. Mat Density. Evaluation for acceptance of each lot of in-place pavement for mat density shall be based on PWL. The Contractor shall target production quality to achieve 90 PWL or higher.

d. Joint Density. Evaluation for acceptance of each lot of in-place pavement for joint density shall be based on PWL. The Contractor shall target production quality to achieve 90 PWL or higher.

e. Percentage of Material Within Specification Limits (PWL). The percentage of material within specification limits (PWL) shall be determined in accordance with procedures specified in Section 110 of the General Provisions. The specification tolerance limits (L) and (U) are contained in Table 5.

f. Acceptance Criteria.

(1) Mat Density and Air Voids. If the PWL of the lot equals or exceeds 90 percent, the lot shall be acceptable. Acceptance and payment for the lot shall be determined in accordance with paragraph 401-8.1.

(2) Stability and Flow. If the PWL of the lot equals or exceeds 90 percent, the lot shall be acceptable. If the PWL is less than 90 percent, the Contractor shall determine the reason and take corrective action. If the PWL is below 80 percent, the Contractor must stop production and make adjustments to the mix.

(3) Joint Density. If the PWL of the lot equals or exceeds 90 percent, the lot shall be acceptable. If the PWL is less than 90 percent, the Contractor shall evaluate the method of compacting joints. If the PWL is below 80 percent, the Contractor shall stop production until the reason for poor compaction has been determined.

(4) Thickness. Thickness shall be evaluated for compliance by the Engineer to the requirements shown on the plans. Measurements of thickness shall be made by the Engineer using the cores extracted for each subplot for density measurement.

(5) Smoothness. The finished surfaces of the pavement shall not vary more than $\frac{1}{4}$ inch for the surface course. Each lot shall be evaluated with a 12 foot (3.6 m) straightedge. The lot size shall be 2,000 square yards (1 650 square meters). Measurements will be made perpendicular and parallel to the centerline at distances not to exceed 50 feet (15.2 m). When more than 15 percent of all measurements within a lot exceed the specified tolerance, the Contractor shall remove the deficient area and replace with new material. Sufficient material shall be removed to allow at least one inch of asphalt concrete to be placed. Skin patching shall not be permitted. High point may be ground off.

(6) Grade. The finished surface of the pavement shall not vary from the gradeline elevations and cross sections shown on the plans by more than $\frac{1}{2}$ inch (12.70 mm). The finished grade of each lot will be determined by running levels at intervals of 50 feet (15.2 m) or less longitudinally and transversely to determine the elevation of the completed pavement. The lot size shall be 2,000 square yards (1 650 square meters). When more than 15 percent of all the measurements within a lot are outside the specified tolerance, the Contractor shall remove the deficient area and replace with new material. Sufficient material shall be removed to allow at least one inch of asphalt concrete to be placed. Skin patching for correcting low areas shall not be permitted. High points may be ground off.

g. Outliers. All individual tests for mat density and air voids shall be checked for outliers (test criterion) in accordance with ASTM E 178, at a significance level of 5 percent. Outliers shall be discarded, and the PWL shall be determined using the remaining test values.

TABLE 5. MARSHALL ACCEPTANCE LIMITS FOR STABILITY, FLOW, AIR VOIDS, DENSITY

TEST PROPERTY	Pavements Designed for Aircraft Gross Weights of 60,000 Lbs. or more or Tire Pressure Greater than 100 Psi	
	75	
Number of Blows	Specification Tolerance	
	L	U
Stability, minimum, pounds	1800	-
Flow, 0.01-inch	8	16
Air Voids Total Mix, percent	2.0	5.0
Density, percent	96.3	-

Joint density, percent	93.3	-
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TABLE 6. TABLE FOR ESTIMATING PERCENT OF LOT WITHIN LIMITS (PWL)

Percent Within Limits (PWL), P_L , and P_U						
Positive Values of Q						
n=3	n=4	n=5	n=6	n=7	n=8	
99	1.1541	1.4700	1.6714	1.8008	1.8888	1.9520
98	1.1524	1.4400	1.6016	1.6982	1.7612	1.8053
97	1.1496	1.4100	1.5427	1.6181	1.6661	1.6993
96	1.1456	1.3800	1.4897	1.5497	1.5871	1.6127
95	1.1405	1.3500	1.4407	1.4887	1.5181	1.5381
94	1.1342	1.3200	1.3946	1.4329	1.4561	1.4716
93	1.1269	1.2900	1.3508	1.3810	1.3991	1.4112
92	1.1184	1.2600	1.3088	1.3323	1.3461	1.3554
91	1.1089	1.2300	1.2683	1.2860	1.2964	1.3032
90	1.0982	1.2000	1.2290	1.2419	1.2492	1.2541
89	1.0864	1.1700	1.1909	1.1995	1.2043	1.2075
88	1.0736	1.1400	1.1537	1.1587	1.1613	1.1630
87	1.0597	1.1100	1.1173	1.1191	1.1199	1.1204
86	1.0448	1.0800	1.0817	1.0808	1.0800	1.0794
85	1.0288	1.0500	1.0467	1.0435	1.0413	1.0399
84	1.0119	1.0200	1.0124	1.0071	1.0037	1.0015
83	0.9939	0.9900	0.9785	0.9715	0.9672	0.9643
82	0.9749	0.9600	0.9452	0.9367	0.9325	0.9281
81	0.9550	0.9300	0.9123	0.9025	0.8966	0.8928
80	0.9342	0.9000	0.8799	0.8690	0.8625	0.8583
79	0.9124	0.8700	0.8478	0.8360	0.8291	0.8245
78	0.8897	0.8400	0.8160	0.8036	0.7962	0.7915
77	0.8662	0.8100	0.7846	0.7716	0.7640	0.7590
76	0.8417	0.7800	0.7535	0.7401	0.7322	0.7271
75	0.8165	0.7500	0.7226	0.7089	0.7009	0.6958
74	0.7904	0.7200	0.6921	0.6781	0.6701	0.6649
73	0.7636	0.6900	0.6617	0.6477	0.6396	0.6344
72	0.7630	0.6600	0.6316	0.6176	0.6095	0.6044
71	0.7077	0.6300	0.6016	0.5878	0.5798	0.5747
70	0.6787	0.6000	0.5719	0.5583	0.5504	0.5454
69	0.6490	0.5700	0.5423	0.5290	0.5213	0.5164
68	0.6187	0.5400	0.5129	0.4999	0.4924	0.4877

67	0.5878	0.5100	0.4836	0.4710	0.4638	0.4592
66	0.5563	0.4800	0.4545	0.4424	0.4354	0.4310
65	0.5242	0.4500	0.4255	0.4139	0.4073	0.4031
64	0.4916	0.4200	0.3967	0.3856	0.3793	0.3753
63	0.4586	0.3900	0.3679	0.3575	0.3515	0.3477
62	0.4251	0.3600	0.3392	0.3295	0.3239	0.3203
61	0.3911	0.3300	0.3107	0.3016	0.2964	0.2931
60	0.3568	0.3000	0.2822	0.2738	0.2691	0.2660
59	0.3222	0.2700	0.2537	0.2461	0.2418	0.2391
58	0.2872	0.2400	0.2254	0.2186	0.2147	0.2122
57	0.2519	0.2100	0.1971	0.1911	0.1877	0.1855
56	0.2164	0.1800	0.1688	0.1636	0.1613	0.1592
55	0.1806	0.1500	0.1408	0.1363	0.1338	0.1322
54	0.1447	0.1200	0.1125	0.1090	0.1070	0.1057
53	0.1087	0.0900	0.0843	0.0817	0.0802	0.0792
52	0.0725	0.0600	0.0562	0.0544	0.0534	0.0528
51	0.0363	0.0300	0.0281	0.0272	0.0267	0.0264
50	0.0	0.0	0.0	0.0	0.0	0.0

A lot is the quantity of material to be controlled and may represent a specified tonnage or a specified number of truckloads. The lot size, to be determined by the Engineer, should, for the most part, depend on the operational capacity of the plant, but shall in no case exceed 2,000 tons (1 814 000 kg) in accordance with paragraph 401-5q.1.

401-5.3 RESAMPLING PAVEMENT.

a. General. Resampling of a lot of pavement for mat density will be allowed if the Contractor requests, in writing, within 48 hours after receiving the written test results from the Engineer. A retest will consist of all the sampling and testing procedures contained in paragraphs 401-5.1b and 401-5.2c. Only one resampling per lot will be permitted.

(1) A redefined PWL shall be calculated for the resampled lot. The number of tests used to calculate the redefined PWL shall include the initial tests made for that lot plus the retests.

(2) The cost for resampling and retesting shall be borne by the Contractor.

b. Payment for Resampled Lots. The redefined PWL for a resampled lot shall be used to calculate the payment for that lot in accordance with Table 7.

c. Outliers. If the test within a lot include a very large or a very small value which appears to be outside the normal limits of variation, check for an outlier in accordance with ASTM E 178, at a significance level of 5 percent, to determine if this value should be discarded when computing the PWL.

401-5.4 LEVELING COURSE. Any course used for truing and leveling shall meet the requirements of paragraph 401-3.2 and 5.2b, but shall not be subject to the density requirements of paragraph 401-5.2c and 5.2d. The leveling course shall be compacted with the same effort used to achieve density of the test section. The truing and leveling course shall not exceed a nominal thickness of 1-½ inches (37.5 mm).

CONTRACTOR QUALITY CONTROL

401-6.1 GENERAL. The Contractor shall establish, provide, and maintain a Quality Control System which will provide reasonable assurance that all materials and completed construction submitted for acceptance conform to contract requirements whether manufactured or processed by the Contractor or procured from sub-contractors or vendors. Although guidelines are established and certain requirements are specified, they are minimum and the Contractor shall assume full responsibility for meeting all requirements.

The Contractor shall be prepared to discuss and present, at the preconstruction conference, his/her understanding of the quality control responsibilities for specific items as included in these specifications.

The Contractor shall provide the Engineer a certification stating that all of the testing equipment to be used is properly calibrated and will meet the specifications applicable for the specified test procedures. As a part of the process for approving the Contractor's plan, the Engineer may require the Contractor's technician to perform testing of samples to demonstrate an acceptable level of performance.

The Contractor shall perform quality control sampling, testing, and inspection during all phases of the work and shall perform them at a rate sufficient to ensure that the work conforms to the contract requirements, and at minimum test frequencies required by paragraph 401.6.3.

401-6.2 QUALITY CONTROL PLAN. The Contractor shall provide and maintain a Quality Control Plan (Plan) along with all the personnel, equipment, supplies and facilities necessary to obtain samples, perform and document test, and otherwise ensure the quality of the product.

The Contractor shall describe the Plan in a written document which shall be approved by the Engineer prior to the start of any production or construction. The written Plan shall be submitted to the Engineer for approval at least 10 days prior to the start of the operations.

No partial payment will be made for materials which are subject to specific quality control requirements without an approved Plan.

The Plan may be operated wholly or in part by the Contractor or an independent organization; however, the Plan's administration, including compliance with the Plan and its modification, shall remain the responsibility of the Contractor.

a. Plan Contents. The Plan shall be organized to address the following minimum items:

1. Quality control organization chart.
2. Area of responsibility and authority of each individual.
3. Names and qualifications of personnel as required by paragraphs 401-6.2c(1) and (2).
4. A listing of any outside organizations such as testing laboratories that will be employed by the contractor and a description of the services they will provide.
5. A testing plan which list the test required to be performed by the Contractor, the frequency of testing, sampling locations, and the location of the testing facilities.
6. Procedures for ensuring that test are taken in accordance with the testing plan, that they are documented, and that proper corrective actions are taken when necessary.
7. Procedures for ensuring that testing equipment is available, complies with specified standards and has been calibrated against certified standards.
8. Procedures for verifying that tests are taken in accordance with the appropriate ASTM standards.
9. Procedures for submittal of test results to the Engineer on a daily basis.

b. Plan Elements. The Plan shall address all elements which affect the quality of the asphalt concrete including:

1. Mix Design
2. Aggregate Grading
3. Quality of Materials
4. Stockpile Management
5. Proportioning
6. Mixing
7. Placing and Finishing

8. Joints

9. Compaction

10. Surface smoothness

c. Quality Control Organization. The Plan shall be implemented by the establishment of a separate Quality Control Organization. An organization chart shall be developed to show all quality control personnel and how these personnel integrate with other management, production, and construction functions and personnel.

The organizational chart shall identify all quality control staff by name and function, and shall indicate the total staff required to implement all elements of the quality control program, including inspection and testing functions for different items of work.

If an outside organization or independent testing laboratory is used for implementation of all or part of the Plan, the personnel assigned shall be subject to the qualification requirements of this paragraph. The organization chart shall indicate which personnel are contractor employees and which are provided by an outside organization.

The Quality Control Organization shall consist of the following minimum personnel:

1. Plan Administrator. The Plan Administrator shall be an employee of the Contractor, or a consultant engaged by the Contractor. The Plan Administrator shall have prior quality control experience on a project of comparable size and scope.

In addition, the Plan Administrator shall meet one of the following requirements:

- a. Professional Engineer with one year of airport paving experience acceptable to the Engineer.
- b. Engineer-in-Training with two years of airport paving experience acceptable to the Engineer.
- c. An individual with three years of highway and/or airport paving experience acceptable to the Engineer and with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.
- d. Construction Materials Technician certified at Level III by the National Institute for Certification in Engineering Technologies (NICET).
- e. Highway Materials Technician certified at Level III by NICET.
- f. Highway Construction Technician certified at Level III by NICET.

- g. A NICET certified Engineering Technician in Civil Engineering Technology with 5 years of highway and/or airport paving experience acceptable to the Engineer.

Certification at an equivalent level, by a State or nationally recognized organization will be acceptable in lieu of NICET certification.

The Plan Administrator shall have full authority to institute any and all actions necessary for the successful operation of the Plan to ensure compliance with the specifications. The Plan Administrator shall report directly to a responsible officer in the Contractor's organization. The Administrator may supervise the Plan on more than one project provided that they can be at the job site within one hour after being notified of a problem.

2. Quality Control Technicians. The Contractor shall provide a sufficient number of Quality Control Technicians to adequately implement the Plan. These personnel shall be either engineers, engineering technicians, or experienced craftsmen with qualifications equivalent to NICET Level II or higher in their appropriate field and shall have a minimum of 2 years experience in their area of expertise.

The Quality Control Technicians shall report directly to the Plan Administrator and shall perform the following functions:

- a. Inspection of all plant equipment used in proportioning and mixing to ensure proper calibration and operating condition.
- b. Performance of quality control tests necessary to adjust and control mix proportioning in accordance with the job mix formula.
- c. Inspection of all equipment used in placing, finishing, and compacting material to ensure proper operation condition.
- d. Inspection during construction to ensure placing, joint construction, and compaction is in conformance with the specifications and will produce a finished product that meets specification requirements.
- e. Performance of all quality control testing as required by paragraph 401-6.3, including density monitoring.

The Plan shall detail the criteria to be utilized to correct unsatisfactory production processes and construction practices.

Certification at an equivalent level, by a State or nationally recognized organization will be acceptable in lieu of NICET certification.

d. Testing Laboratory. The Plan must provide for a fully equipped asphalt laboratory located at the plant or job site. It shall be available for joint use by the Contractor for quality

control testing and by the Engineer for acceptance testing and must have adequate equipment for the performance of the tests required by these specifications. The Engineer shall have priority in use of the equipment necessary for acceptance testing.

The effective working area of the laboratory shall be a minimum of 150 square feet (14 square meters) with a ceiling height of not less than 7.5 feet (2.3 meters). Lighting shall be adequate to illuminate all working areas. It shall be equipped with heating and air conditioning units to maintain a temperature of 70 degrees F + 5 degrees (21 degrees C + 2.3 degrees C).

Laboratory facilities shall be kept clean and all equipment shall be maintained in proper working condition. The Engineer shall be permitted unrestricted access to inspect the Contractor's laboratory facility and witness quality control activities. The Engineer will advise the Contractor in writing of any noted deficiencies concerning the laboratory facility, equipment, supplies, or testing personnel and procedures. When the deficiencies are serious enough to be adversely affecting test results, the incorporation of the materials into the work shall be suspended immediately and will not be permitted to resume until the deficiencies are satisfactorily corrected.

e. Sampling. The plan shall contain a statistically based procedure of random sampling which provides that all materials being produced have an equal chance of being selected for sampling and testing. The Engineer shall be provided the opportunity to witness all sampling.

f. Noncompliance. In cases where quality control activities do not comply with either the Contractor's Quality Control Program or the contract provisions, or where the Contractor fails to properly operate and maintain an effective Quality Control Program, the Engineer may:

1. Order the Contractor to replace ineffective or unqualified quality control personnel.
2. Carry out the functions and operations of the Contractor's approved Quality Control Program. Cost incurred by the Owner to operate the Quality Control Program or to otherwise remedy the Contractor's non-compliance with quality related provisions of the Contract shall be deducted from the total amount due the Contractor.

401-6.3 QUALITY CONTROL TESTING. The Contractor shall perform all quality control tests necessary to control the production and construction processes applicable to these specifications and as set forth in the approved Quality Control Plan. The testing program shall include, but not necessarily limited to, tested for the control of asphalt content, aggregate gradation, temperatures, aggregate moisture, field compaction, and surface smoothness. The Contractor shall employ random sampling procedures for obtaining test samples.

a. Asphalt Content. A minimum of two extraction tests shall be performed per lot in accordance with ASTM D 2172 for determination of asphalt content. The weight of ash portion of the extraction test, as described in ASTM D 2172, shall be determined as part of the first extraction test performed at the beginning of plant production; and as part of every tenth extraction test performed thereafter, for the duration of plant production. The last weight of ash value obtained shall be used in the calculation of the asphalt content for the mixture.

The use of the nuclear method for determining asphalt content in accordance with ASTM D 4125 is permitted, provided that it is calibrated for the specific mix being used.

b. Gradation. Aggregate gradations shall be determined a minimum of twice per lot from mechanical analysis of extracted aggregate in accordance with AASHTO T 30 and ASTM C 136 (Dry Sieve). When asphalt content is determined by the nuclear method, aggregate gradation shall be determined from hot bin samples on batch plants, or from the cold feed on drum mix or continuous mix plants, and tested in accordance with ASTM C 136 (dry sieve) using actual batch weights to determine the combined aggregate gradation of the mixture.

c. Moisture Content of Aggregate. The moisture content of aggregate used for production shall be determined a minimum of once per lot in accordance with ASTM C 566.

d. Moisture Content of Mixture. The moisture content of the mixture shall be determined once per lot in accordance with ASTM D 1461.

e. Temperatures. Temperatures shall be checked, at least four times per lot, at necessary locations to determine the temperatures of the dryer, the bitumen in the storage tank, the mixture at the plant, and the mixture at the job site.

f. In-Place Density Monitoring. The Contractor shall conduct any necessary testing to ensure that the specified density is being achieved. A nuclear gauge may be used to monitor the pavement density in accordance with ASTM D 2950.

g. Additional Testing. Any additional testing that the Contractor deems necessary to control the process may be performed at the Contractor's option.

h. Monitoring. The Engineer reserves the right to monitor any or all of the above testing.

401-6.4 SAMPLING. When directed by the Engineer, the Contractor shall sample and test any material which appears inconsistent with similar material being sampled, unless such material is voluntarily removed and replaced or deficiencies corrected by the Contractor. All sampling shall be in accordance with standard procedures specified.

401-6.5 CONTROL CHARTS. The Contractor shall maintain linear control charts both for individual measurements and range (i.e., difference between highest and lowest measurements) for aggregate gradation and asphalt content.

Control charts shall be posted in a location satisfactory to the Engineer and shall be kept current. As a minimum, the control charts shall identify the project number, the contract item number, the test number, each test parameter, the Action and Suspension Limits applicable to each test parameter, and the Contractor's test results. The Contractor shall use the control charts as part of a process control system for identifying potential problems and assignable causes before they occur. If the Contractor's projected data during production indicates a problem and the

Contractor is not taking satisfactory corrective action, the Engineer may suspend production or acceptance of the material.

a. Individual Measurements. Control charts for individual measurements shall be established to maintain process control within tolerance for aggregate gradation and asphalt content. The control charts shall use the job mix formula target values as indicators of central tendency for the following test parameters with associated Action and Suspension Limits:

CONTROL CHART LIMITS FOR INDIVIDUAL MEASUREMENTS		
Sieve	Action Limit	Suspension Limit
¾ inch (19.0 mm)	0%	0%
½ inch (12.5 mm)	+/-6%	+/-9%
⅜ inch (9.5 mm)	+/-6%	+/-9%
No. 4 (4.75 mm)	+/-6%	+/-9%
No. 16 (1.18 mm)	+/-5%	+/-7.5%
No. 50 (0.30 mm)	+/-3%	+/-4.5%
No. 200 (0.075 mm)	+/-2%	+/-3%
Asphalt Content	+/-0.45%	+/-0.70%

b. Range. Control charts for range shall be established to control process variability for the test parameters and Suspension Limits listed below. The range shall be computed for each lot as the difference between the two test results for each control parameter. The Suspension Limits specified below are based on a sample size of $n = 2$. Should the Contractor elect to perform more than two tests per lot, the Suspension Limits shall be adjusted by multiplying the Suspension Limit by 1.18 for $n = 3$ and by 1.27 for $n = 4$.

CONTROL CHART LIMITS BASED ON RANGE (Based on $n = 2$)	
Sieve	Suspension Limit
½ inch (12.5 mm)	11 percent
⅜ inch (9.5 mm)	11 percent
No. 4 (4.75 mm)	11 percent
No. 16 (1.18 mm)	9 percent
No. 50 (0.30 mm)	6 percent
No. 200 (0.075 mm)	3.5 percent
Asphalt Content	0.8 percent

c. Corrective Action. The Quality Control Plan shall indicate that appropriate action shall be taken when the process is believed to be out of control. The Plan shall contain sets of rules to gauge when a process is out of control and detail what action will be taken to bring the process into control. As a minimum, a process shall be deemed out of control and production stopped and corrective action taken, if:

(1) One point falls outside the Suspension Limit line for individual measurements or range; or

(2) Two points in a row fall outside the Action Limit line for individual measurements.

401-6.6 QUALITY CONTROL REPORTS. The Contractor shall maintain records and shall submit reports of quality control activities daily, in accordance with the Contractor Quality Control Plan.

METHOD OF MEASUREMENT

401 7.1 MEASUREMENT. Plant mix bituminous concrete pavement shall be measured by the number of tons of bituminous mixture used in the accepted work. Recorded batch weights or truck scale weights will be used to determine the basis for the tonnage.

BASIS OF PAYMENT

401-8.1 PAYMENT. Payment for an accepted lot of bituminous concrete pavement shall be made at the contract unit price per ton for bituminous mixture adjusted according to paragraph 401-8.1a, subject to the limitation that:

The price shall be compensation for furnishing all materials, for all preparation, mixing, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

a. Basis of Adjusted Payment. The pay factor for each individual lot shall be calculated in accordance with Table 6. A pay factor shall be calculated for both mat density and air voids. The lot pay factor shall be the higher of the two values when calculations for both mat density and air voids are 100 percent or higher. The lot pay factor shall be the product of the two values when only one of the calculations for either mat density or air voids is 100 percent or higher. The lot pay factor shall be the lower of the two values when calculations for both mat density and air voids are less than 100 percent.

TABLE 6. PRICE ADJUSTMENT SCHEDULE ¹

Percentage of Material Within Specification Limits (PWL)	Lot Pay Factor (Percent of Contract Unit Price)
96 – 100	106
90 – 95	PWL + 10
75 – 89	0.5 PWL + 55
55 – 74	1.4PWL – 12
Below 55	Reject ²

¹ ALTHOUGH IT IS THEORETICALLY POSSIBLE TO ACHIEVE A PAY FACTOR OF 106 PERCENT FOR EACH LOT, ACTUAL PAYMENT ABOVE 100 PERCENT SHALL BE SUBJECT TO THE TOTAL PROJECT PAYMENT LIMITATION SPECIFIED IN PARAGRAPH 401-8.1.

² The lot shall be removed and replaced. However, the Engineer may decide to allow the rejected lot to remain. In that case, if the Engineer and Contractor agree in writing that the lot shall not be removed, it shall be paid for at 50 percent of the contract unit price and the total project payment shall be reduced by the amount withheld for the rejected lot.

For each lot accepted, the adjusted contract unit price shall be the product of the lot pay factor for the lot and the contract unit price. Payment shall be subject to the total project payment limitation specified in paragraph 401-8.1. Payment in excess of 100 percent for accepted lots of bituminous concrete pavement shall be used to offset payment for accepted lots of bituminous concrete pavement that achieve a lot pay factor less than 100 percent.

TABLE 6. PRICE ADJUSTMENT SCHEDULE ¹

Percentage of Material Within Specification Limits (PWL)	Lot Pay Factor (Percent of Contract Unit Price)
93 – 100	103
90 – 93	PWL + 10
70 – 89	0.125PWL + 88.75
40 – 69	0.75PWL + 45
Below 40	Reject ²

¹ ALTHOUGH IT IS THEORETICALLY POSSIBLE TO ACHIEVE A PAY FACTOR OF 103 PERCENT FOR EACH LOT, ACTUAL PAYMENT ABOVE 100 PERCENT SHALL BE SUBJECT TO THE TOTAL PROJECT PAYMENT LIMITATION SPECIFIED IN PARAGRAPH 401-8.1.

² The lot shall be removed and replaced. However, the Engineer may decide to allow the rejected lot to remain. In that case, if the Engineer and Contractor agree in writing that the lot shall not be removed, it shall be paid for at 50 percent of the contract unit price AND THE TOTAL PROJECT PAYMENT LIMITATION SHALL BE REDUCED BY THE AMOUNT WITHHELD FOR THE REJECTED LOT.

b. Payment. Payment will be made under:

Item P-401-8.1a Bituminous Surface Course—per ton

TESTING REQUIREMENTS

ASTM C 29	Unit Weight of Aggregate
ASTM C 88	Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C 117	Test Method for Materials Finer than 75 μ m (No.200) Sieve in Mineral Aggregates by Washing
ASTM C 131	Resistance to Abrasion of Small Size Coarse Aggregate by Use of the Los Angeles Machine
ASTM C 136	Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C 183	Sampling of Hydraulic Cement
ASTM C 566	Total Moisture Content of Aggregate by Drying
ASTM D 75	Sampling Aggregates
ASTM D 995	Requirements for Mixing Plants for Hot-Mixed Hot-Laid Bituminous Paving Mixtures
ASTM D 1188	Bulk Specific Gravity of Compacted Bituminous Mixtures Using Paraffin-Coated Specimens
ASTM D 1461	Moisture or Volatile Distillates in Bituminous Paving Mixtures
ASTM D 1559	Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus
ASTM D 2041	Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
ASTM D 2172	Quantitative Extraction of Bitumen from Bituminous Paving Mixtures
ASTM D 2419	Sand Equivalent Value of Soils and Fine Aggregate
ASTM D 2489	Degree of Particle Coating of Bituminous-Aggregate Mixtures
ASTM D 2726	Bulk Specific Gravity of Compacted Bituminous Mixtures Using Saturated Surface-Dry Specimens
ASTM D 2950	Density of Bituminous Concrete in Place by Nuclear Methods

ASTM D 3203	Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures
ASTM D 3665	Random Sampling of Paving Materials
ASTM D 3666	Inspection and Testing Agencies for Bituminous Paving Materials
ASTM D 4125	Asphalt Content of Bituminous Mixtures by the Nuclear Method
ASTM D 4318	Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D 4791	Flat or Elongated Particles in Coarse Aggregate
ASTM D 4867	Effect of Moisture on Asphalt Concrete Paving Mixtures
ASTM E 178	Practice for Dealing with Outlying Observations
AASHTO T 30	Mechanical Analysis of Extracted Aggregate
The Asphalt Institute's Manual No. 2 (MS-2)	Mix Design Methods for Asphalt Concrete
The Asphalt Institute's Manual No. 2 (MS-2)	Hot-Mix Recycling

MATERIAL REQUIREMENTS

ASTM D 242	Mineral Filler for Bituminous Paving Mixtures
ASTM D 946	Asphalt Cement for Use in Pavement Construction
ASTM D 3381	Viscosity-Graded Asphalt Cement for Use in Pavement Construction
ASTM D 4552	Classifying Hot-Mix Recycling Agents

END ITEM P-401

PART VII – MISCELLANEOUS

ITEM P-602 BITUMINOUS PRIME COAT

DESCRIPTION

602-1.1 This item shall consist of an application of bituminous material on the prepared base course in accordance with these specifications and in reasonably close conformity to the lines shown on the plans.

MATERIALS

602-2.1 BITUMINOUS MATERIAL. The types, grades, controlling specifications, and application temperatures for the bituminous materials are given in Table 1. The Engineer shall designate the specific material to be used.

TABLE 1. BITUMINOUS MATERIAL

Type and Grade	Specification	Application Temperatures \1\	
		Deg. F	Deg. C
Emulsified Asphalt			
SS-1, SS-1h	ASTM D 977	70-160	20-70
MS-2, HFMS-1	ASTM D 977	70-160	20-70
CSS-1, CSS-1h	ASTM D 2397	70-160	20-70
CMS-2	ASTM D 2397	70-160	20-70
Cutback Asphalt			
RC-30	ASTM D 2028	80+	30+
RC-70	ASTM D 2028	120+	50+
RC-250	ASTM D 2028	165+	75+

\1\ The maximum temperature for cutback asphalt shall be that at which fogging occurs.

CONSTRUCTION METHODS

602-3.1 WEATHER LIMITATIONS. The prime coat shall be applied only when the existing surface is dry or contains sufficient moisture to get uniform distribution of the bituminous material, when the atmospheric temperature is above 60°F (15°C), and when the weather is not foggy or rainy. The temperature requirements may be waived, but only when so directed by the Engineer.

602-3.2 EQUIPMENT. The equipment used by the Contractor shall include a self-powered pressure bituminous material distributor and equipment for heating bituminous material.

The distributor shall be designed, equipped, maintained, and operated so that bituminous material at even heat may be applied uniformly on variable widths of surface at the specified rate. The allowable variation from the specified rate shall not exceed 10 percent. Distributor equipment shall include a tachometer, pressure gages, volume-measuring devices or a calibrated tank, and a thermometer for measuring temperatures of tank contents. The distributor shall be self-powered and shall be equipped with a power unit for the pump and full circulation spray bars adjustable laterally and vertically.

If the distributor is not equipped with an operable quick shut off valve, the prime operations shall be started and stopped on building power. The Contractor shall remove blotting sand prior to asphalt concrete lay down operations at no additional expense to the owner.

A power broom and/or blower shall be provided for any required cleaning of the surface to be treated.

602-3.3 APPLICATION OF BITUMINOUS MATERIAL. Immediately before applying the prime coat, the full width of the surface to be primed shall be swept with a power broom to remove all loose dirt and other objectionable material.

The bituminous material including solvent shall be uniformly applied with a bituminous distributor at the rate of 0.25 to 0.50 gallons per square yard (1.20 to 2.40 liters per square meter) depending on the base course surface texture. The type of bituminous material and application rate shall be approved by the Engineer prior to application.

Following the application, the primed surface shall be allowed to dry not less than 48 hours without being disturbed or for such additional time as may be necessary to permit the drying out of the prime coat until it will not be picked up by traffic or equipment. This period shall be determined by the Engineer. The surface shall then be maintained by the Contractor until the surfacing has been placed. Suitable precautions shall be taken by the Contractor to protect the primed surface against damage during this interval, including supplying and spreading any sand necessary to blot up excess bituminous material.

602-3.4 BITUMINOUS MATERIAL CONTRACTOR'S RESPONSIBILITY. Samples of the bituminous materials that the Contractor proposes to use, together with a statement as to their source and character, must be submitted and approved before use of such material begins. The Contractor shall require the manufacturer or producer of the bituminous materials to furnish material subject to this and all other pertinent requirements of the contract. Only satisfactory materials, so demonstrated by service tests, shall be acceptable.

The Contractor shall furnish vendor's certified test reports for each carload, or equivalent, of bituminous material shipped to the project. The test reports shall contain all the data required by the applicable specification. If the Contractor applies the prime material prior to receipt of the tests reports, payment for the material shall be withheld until they are received. If the material does not pass the specifications it shall be replaced at the contractor's expense. The report shall be delivered to the Engineer before permission is granted for use of the material. The furnishing of the vendor's certified test report for the bituminous material shall not be interpreted as basis

for final acceptance. All such test reports shall be subject to verification by testing samples of materials received for use on the project.

602-3.5 FREIGHT AND WEIGH BILLS. Before the final estimate is allowed, the Contractor shall file with the Engineer receipted bills when railroad shipments are made, and certified weigh bills when materials are received in any other manner, of the bituminous materials actually used in the construction covered by the contract. The Contractor shall not remove bituminous material from the tank car or storage tank until the initial outage and temperature measurements have been taken by the Engineer, nor shall the car or tank be released until the final outage has been taken by the Engineer.

Copies of freight bills and weigh bills shall be furnished to the Engineer during the progress of the work.

METHOD OF MEASUREMENT

602-4.1. The bituminous material for prime coat shall be measured by the gallon. Volume shall be corrected to the volume at 60°F (15°C) in accordance with ASTM D 1250 for cutback asphalt, and Table IV 3 of The Asphalt Institute's Manual MS 6 for emulsified asphalt.

BASIS OF PAYMENT

602-5.1 Payment shall be made at the contract unit price per gallon for bituminous prime coat. This price shall be full compensation for furnishing all materials and for all preparation, delivering, and applying the materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

Item P-602	Bituminous Prime Coat—per gallon
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MATERIAL REQUIREMENTS

ASTM D 977	Emulsified Asphalt
ASTM D 2028	Cutback Asphalt (Rapid Curing Type)
ASTM D 2397	Cationic Emulsified Asphalt

TESTING REQUIREMENTS

ASTM D 1250	Petroleum Measurement Tables
Asphalt Institute Manual MS-6 Table IV-3	Asphalt Pocketbook of Useful Information (Temperature- Volume Corrections for Emulsified Asphalts)

END ITEM P-602

ITEM P-603: BITUMINOUS TACK COAT

DESCRIPTION

603-101 This item shall consist of preparing and treating a bituminous or concrete surface with bituminous material in accordance with these specifications and in reasonably close conformity to the lines show on the plans.

MATERIALS

603-2.1 BITUMINOUS MATERIALS. The bituminous material shall be either cutback asphalt, emulsified asphalt, or tar and shall conform to the requirements of Table 1. The type, grade, controlling specification, and application temperature of bituminous material to be used shall be specified by the Engineer.

TABLE 1. BITUMINOUS MATERIAL

		Application Temperature	
Type and Grade	Specification	Deg. F	Deg. C
Emulsified Asphalt			
SS-1, SS-1h	ASTM D 977	75-130	25-55
CSS-1, CSS-1h	ASTM D 2397	75-130	25-55
Cutback Asphalt			
RC-70	ASTM D 2028	120-160	50-70
Tar			
RTCB 5, RTCB 6	AASHTO M 52	60-120	15-50

CONSTRUCTION METHODS

603-3.1 WEATHER LIMITATIONS. The tack coat shall be applied only when the existing surface is dry and the atmospheric temperature is above 60 F (15 C). The temperature requirements may be waived, but only when so directed by the Engineer.

603-3.2 EQUIPMENT. The Contractor shall provide equipment for heating and applying the bituminous material.

The distributor shall be designed, equipped, maintained, and operated so that bituminous material at even heat may be applied uniformly on variable widths of surface at the specified

rate. The allowable variation from the specified rate shall not exceed 10 percent. Distributor equipment shall include a tachometer, pressure gages, volume-measuring devices or a calibrated tank, and a thermometer for measuring temperatures of tank contents. The distributor shall be self-powered and shall be equipped with a power unit for the pump and full circulation spray bars adjustable laterally and vertically.

A power broom and/or blower shall be provided for any required cleaning of the surface to be treated.

603-3.3 APPLICATION OF BITUMINOUS MATERIAL. Immediately before applying the tack coat, the full width of surface to be treated shall be swept with a power broom and/or airblast to remove all loose dirt and other objectionable material.

Emulsified asphalt shall be diluted by the addition of water when directed by the Engineer and shall be applied a sufficient time in advance of the paver to ensure that all water has evaporated before any of the overlying mixture is placed on the tacked surface.

The bituminous material including vehicle or solvent shall be uniformly applied with a bituminous distributor at the rate of 0.05 to 0.15 gallons per square yard (0.24 to 0.72 liters per square meter) depending on the condition of the existing surface. The type of bituminous material and application rate shall be approved by the Engineer prior to application.

Following the application, the surface shall be allowed to cure without being disturbed for such period of time as may be necessary to permit drying out and setting of the tack coat. This period shall be determined by the Engineer. The surface shall then be maintained by the Contractor until the next course has been placed. Suitable precautions shall be taken by the Contractor to protect the surface against damage during this interval.

603-3.4 BITUMINOUS MATERIAL-CONTRACTOR'S RESPONSIBILITY. Samples of the bituminous material that the Contractor proposes to use, together with a statement as to its source and character, must be submitted and approved before use of such material begins. The Contractor shall require the manufacturer or producer of the bituminous material to furnish material subject to this and all other pertinent requirements of the contract. Only satisfactory materials so demonstrated by service tests, shall be acceptable.

The Contractor shall furnish the vendor's certified test reports for each carload, or equivalent, of bituminous material shipped to the project. The report shall be delivered to the Engineer before permission is granted for use of the material. The furnishing of the vendor's certified test report for the bituminous material shall not be interpreted as a basis for final acceptance. All such test reports shall be subject to verification by testing samples of material received for use on the project.

603-3.5 FREIGHT AND WEIGH BILLS. Before the final estimate is allowed, the Contractor shall file with the Engineer receipted bills when railroad shipments are made, and certified weight bills when materials are received in any other manner, of the bituminous materials actually used in the construction covered by the contract. The Contractor shall not remove

bituminous material from the tank car or storage tank until the initial outage and temperature measurements have been taken by the Engineer, nor shall the car or tank be released until the final outage has been taken by the Engineer. Copies of freight bills and weigh bills shall be furnished to the Engineer during the progress of the work.

METHOD OF MEASUREMENT

- 603-4.1** The bituminous material for tack coat shall be measured by the gallon. Volume shall be corrected to the volume at 60°F (15°C) in accordance with ASTM D 1250 for cutback asphalt, ASTM D 633 for tar, and Table
- 603-4.2** IV-3 of The Asphalt Institute's Manual MS-6 for emulsified asphalt. Water added to emulsified asphalt will not be measured for payment.

BASIS OF PAYMENT

603.5-1 Payment shall be made at the contract unit price per gallon of bituminous material. This price shall be full compensation for furnishing all materials, for all preparation, delivery, and application of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-603	Bituminous Tack Coat—per gallon
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MATERIAL REQUIREMENTS

ASTM D 633	Volume Correction Table for Road Tar
ASTM D 977	Emulsified Asphalt
ASTM D 1250	Petroleum Measurement Tables
ASTM D 2028	Liquid Asphalt (Rapid-Curing Type)
ASTM D 2397	Cationic Emulsified Asphalt
AASHTO M 52	Tar for Use in Road Construction
Asphalt Institute	Temperature-Volume Corrections for Emulsified Asphalts Manual MS-6 Table IV-3

END ITEM P-603

ITEM P-610 STRUCTURAL PORTLAND CEMENT CONCRETE

DESCRIPTION

610-1.1 This item shall consist of **reinforced** structural portland cement concrete, prepared and constructed in accordance with these specifications, at the locations and of the form and dimensions shown on the plans.

MATERIALS

610-2.1 GENERAL. Only approved materials, conforming to the requirements of these specifications, shall be used in the work. They may be subjected to inspection and tests at any time during the progress of their preparation or use. The source of supply of each of the materials shall be approved by the Engineer before delivery or use is started. Representative preliminary samples of the materials shall be submitted by the Contractor, when required, for examination and test. Materials shall be stored and handled to insure the preservation of their quality and fitness for use and shall be located to facilitate prompt inspection. All equipment for handling and transporting materials and concrete must be clean before any material or concrete is placed therein.

In no case shall the use of pit-run or naturally mixed aggregates be permitted. Naturally mixed aggregate shall be screened and washed, and all fine and coarse aggregates shall be stored separately and kept clean. The mixing of different kinds of aggregates from different sources in one storage pile or alternating batches of different aggregates will not be permitted.

Aggregates shall be tested for deleterious reactivity with alkalies in the cement that may cause excessive expansion of the concrete. Acceptance of aggregates shall be based upon satisfactory evidence furnished by the Contractor that the aggregates, combined with other mixture constituents, do not produce excessive expansion in the concrete. This evidence shall include service records of concrete of comparable properties under similar conditions or exposure and certified records of tests by a testing laboratory that meets the requirements of ASTM C 1077. Tests shall be made in accordance with ASTM C 1260. Test specimens shall be produced using all components (e.g. coarse aggregate, fine aggregate, cement and fly ash...) to be included in the produced concrete. If the mean expansion of the test specimens, tested in accordance with ASTM C 1260, does not exceed 0.10 % at 16 days from casting the aggregates shall be accepted. If the mean expansion at 16 days is greater than 0.10% but less than 0.15%, the aggregate may be accepted based upon satisfactory service records and acceptance of the aggregate by a State Highway Department specifically addressing Alkali-Silica Reactivity. If the expansion is greater than 0.15%, the aggregate shall not be accepted for use.

610-2.2 COARSE AGGREGATE. The coarse aggregate for concrete shall meet the requirements of ASTM C 33. Crushed stone aggregate shall have a durability factor, as determined by ASTM C 666, greater than or equal to 95. The Engineer may consider and reserve final approval of other State classification procedures addressing aggregate durability.

Coarse aggregate shall be well graded from coarse to fine and shall meet one of the gradations shown in Table 1, using ASTM C 136.

610-2.3 FINE AGGREGATE. The fine aggregate for concrete shall meet the requirements of ASTM C 33.

The fine aggregate shall be well graded from fine to coarse and shall meet the requirements of Table 2 when tested in accordance with ASTM C 136:

TABLE 1. GRADATION FOR COARSE AGGREGATE

Sieve Designation (square openings)	Percentage by Weight Passing Sieves						
	2"	1-1/2"	1"	3/4"	1/2"	3/8"	No.4
No. 4 to 3/4 in. (4.75-19.0 mm)			100	90-100		20-55	0-10
No. 4 to 1 in. (4.75-25.0 mm)		100	90-100		25-60		0-10
No. 4 to 1-1/2 in. (4.75-38.1 mm)	100	95-100		35-70		10-30	0-5

TABLE 2. GRADATION FOR FINE AGGREGATE

Sieve Designation (square openings)	Percentage by Weight Passing Sieves
3/8 inch (9.5 mm)	100
No. 4 (4.75 mm)	95-100
No. 16 (1.18 mm)	45-80
No. 30 (0.60 mm)	25-55
No. 50 (0.30 mm)	10-30
No. 100 (0.15 mm)	2-10

Blending will be permitted, if necessary, in order to meet the gradation requirements for fine aggregate. Fine aggregate deficient in the percentage of material passing the No. 50 mesh sieve may be accepted, provided that such deficiency does not exceed 5% and is remedied by the addition of pozzolanic or cementitious materials other than portland cement, as specified in 610-2.6 on admixtures, in sufficient quantity to produce the required workability as approved by the Engineer.

610-2.4 CEMENT.

The Contractor shall furnish vendors' certified test reports for each carload, or equivalent, of cement shipped to the project. The report shall be delivered to the Engineer before permission to use the cement is granted. All such test reports shall be subject to verification by testing sample materials received for use on the project.

610-2.5 WATER. The water used in concrete shall be free from sewage, oil, acid, strong alkalis, vegetable matter, and clay and loam. If the water is of questionable quality, it shall be tested in accordance with AASHTO T 26.

610-2.6 ADMIXTURES. The use of any material added to the concrete mix shall be approved by the Engineer. Before approval of any material, the Contractor shall be required to submit the results of complete physical and chemical analyses made by an acceptable testing laboratory. Subsequent tests shall be made of samples taken by the Engineer from the supply of the material being furnished or proposed for use on the work to determine whether the admixture is uniform in quality with that approved.

Pozzolanic admixtures shall be fly ash or raw or calcined natural pozzolons meeting the requirements of ASTM C 618.

Air-entraining admixtures shall meet the requirements of ASTM C 260. Air-entraining admixtures shall be added at the mixer in the amount necessary to produce the specified air content.

Water-reducing, set-controlling admixtures shall meet the requirements of ASTM C 494, Type A, water-reducing or Type D, water-reducing and retarding. Water-reducing admixtures shall be added at the mixer separately from air-entraining admixtures in accordance with the manufacturer's printed instructions.

610-2.7 PREMOLDED JOINT MATERIAL. Premolded joint material for expansion joints shall meet the requirements of ASTM D 1751.

610-2.8 JOINT FILLER. The filler for joints shall meet the requirements of Item P-605, unless otherwise specified in the proposal.

610-2.9 STEEL REINFORCEMENT. Reinforcing shall consist of deformed bars..

Welded Steel Wire Fabric	ASTM A 185
Welded Deformed Steel Fabric	ASTM A 497
Bar Mats	ASTM A 184 or A 704

610-2.10 COVER MATERIALS FOR CURING. Curing materials shall conform to one of the following specifications:

Waterproof paper for curing concrete	ASTM C 171
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Polyethylene Sheeting for Curing Concrete	ASTM C 171
Liquid Membrane-Forming Compounds for Curing Concrete	ASTM C 309, Type 2

CONSTRUCTION METHODS

610-3.1 GENERAL. The Contractor shall furnish all labor, materials, and services necessary for, and incidental to, the completion of all work as shown on the drawings and specified herein. All machinery and equipment owned or controlled by the Contractor, which he proposes to use on the work, shall be of sufficient size to meet the requirements of the work, and shall be such as to produce satisfactory work; all work shall be subject to the inspection and approval of the Engineer.

610-3.2 CONCRETE COMPOSITION. The concrete shall develop a compressive strength of **4200 psi** in 28 days as determined by test cylinders made in accordance with ASTM C 31 and tested in accordance with ASTM C 39. The concrete shall contain not less than 470 pounds of cement per cubic yard (280 kg per cubic meter). The concrete shall contain 5 percent of entrained air, plus or minus 1 percent, as determined by ASTM C 231 and shall have a slump of not more than 4 inches (10 cm) as determined by ASTM C 143.

610-3.3 ACCEPTANCE SAMPLING AND TESTING. Concrete for each structure will be accepted on the basis of the compressive strength specified in paragraph 3.2. The concrete shall be sampled in accordance with ASTM C 172. Compressive strength specimens shall be made in accordance with ASTM C 31 and tested in accordance with ASTM C 39.

Concrete cylindrical test specimens shall be made in accordance with ASTM C 31 and tested in accordance with ASTM C 39. The Contractor shall cure and store the test specimens under such conditions as directed. The Engineer will make the actual tests on the specimens at no expense to the contractor.

610-3.4 PROPORTIONING AND MEASURING DEVICES. When package cement is used, the quantity for each batch shall be equal to one or more whole sacks of cement. The aggregates shall be measured separately by weight. If aggregates are delivered to the mixer in batch trucks, the exact amount for each mixer charge shall be contained in each batch compartment. Weighing boxes or hoppers shall be approved by the Engineer and shall provide means of regulating the flow of aggregates into the batch box so that the required and exact weight of aggregates can be readily obtained.

610-3.5 CONSISTENCY. The consistency of the concrete shall be checked by the slump test specified in ASTM C 143.

610-3.6 MIXING. Concrete may be mixed at the construction site, at a central point, or wholly or in part in truck mixers. The concrete shall be mixed and delivered in accordance with the requirements of ASTM C 94.

610-3.7 MIXING CONDITIONS. The concrete shall be mixed only in quantities required for immediate use. Concrete shall not be mixed while the air temperature is below 40°F (4°C) without permission of the Engineer. If permission is granted for mixing under such conditions, aggregates or water, or both, shall be heated and the concrete shall be placed at a temperature not less than 50°F (10°C) nor more than 100°F (38°C). The Contractor shall be held responsible for any defective work, resulting from freezing or injury in any manner during placing and curing, and shall replace such work at his/her expense.

Retempering of concrete by adding water or any other material shall not be permitted.

The delivery of concrete to the job shall be in such a manner that batches of concrete will be deposited at uninterrupted intervals.

610-3.8 FORMS. Concrete shall not be placed until all the forms and reinforcements have been inspected and approved by the Engineer. Forms shall be of suitable material and shall be of the type, size, shape, quality, and strength to build the structure as designed on the plans. The forms shall be true to line and grade and shall be mortar-tight and sufficiently rigid to prevent displacement and sagging between supports. The Contractor shall bear responsibility for their adequacy. The surfaces of forms shall be smooth and free from irregularities, dents, sags, and holes.

The internal ties shall be arranged so that, when the forms are removed, no metal will show in the concrete surface or discolor the surface when exposed to weathering. All forms shall be wetted with water or with a non-staining mineral oil, which shall be applied shortly before the concrete is placed. Forms shall be constructed so that they can be removed without injuring the concrete or concrete surface. The forms shall not be removed before the expiration of at least 30 hours from vertical faces, walls, slender columns, and similar structures; forms supported by falsework under slabs, beams, girders, arches, and similar construction shall not be removed until tests indicate that at least 60% of the design strength of the concrete has developed.

610-3.9 PLACING REINFORCEMENT. All reinforcement shall be accurately placed, as shown on the plans, and shall be firmly held in position during concreting. Bars shall be fastened together at intersections. The reinforcement shall be supported by approved metal chairs. Shop drawings, lists, and bending details shall be supplied by the Contractor when required.

610-3.10 EMBEDDED ITEMS. Before placing concrete, any items that are to be embedded shall be firmly and securely fastened in place as indicated. All such items shall be clean and free from coating, rust, scale, oil, or any foreign matter. The embedding of wood shall be avoided. The concrete shall be spaded and consolidated around and against embedded items.

610-3.11 PLACING CONCRETE. All concrete shall be placed during daylight, unless otherwise approved. The concrete shall not be placed until the depth and character of foundation, the adequacy of forms and falsework, and the placing of the steel reinforcing have been approved. Concrete shall be placed as soon as practical after mixing and in no case later than 1 hour after water has been added to the mix. The method and manner of placing shall be

such to avoid segregation and displacement of the reinforcement. Troughs, pipes, and chutes shall be used as an aid in placing concrete when necessary. Dropping the concrete a distance of more than 5 feet (1.5 m), or depositing a large quantity at one point, will not be permitted. Concrete shall be placed upon clean, damp surfaces, free from running water, or upon properly consolidated soil.

The concrete shall be compacted with suitable mechanical vibrators operating within the concrete. When necessary, vibrating shall be supplemented by hand spading with suitable tools to assure proper and adequate compaction. Vibrators shall be manipulated so as to work the concrete thoroughly around the reinforcement and embedded fixtures and into corners and angles of the forms. The vibration at any joint shall be of sufficient duration to accomplish compaction but shall not be prolonged to the point where segregation occurs. Concrete deposited under water shall be carefully placed in a compact mass in its final position by means of a tremie, a closed bottom dump bucket, or other approved method and shall not be disturbed after being deposited.

610-3.12 CONSTRUCTION JOINTS. When the placing of concrete is suspended, necessary provisions shall be made for joining future work before the placed concrete takes its initial set. For the proper bonding of old and new concrete, such provisions shall be made for grooves, steps, keys, dovetails, reinforcing bars or other devices as may be prescribed. The work shall be arranged so that a section begun on any day shall be finished during daylight of the same day. Before depositing new concrete on or against concrete that has hardened, the surface of the hardened concrete shall be cleaned by a heavy steel broom, roughened slightly, wetted, and covered with a neat coating of cement paste or grout.

610-3.13 EXPANSION JOINTS. Expansion joints shall be constructed at such points and of such dimensions as may be indicated on the drawings. The premolded filler shall be cut to the same shape as that of the surfaces being joined. The filler shall be fixed firmly against the surface of the concrete already in place in such manner that it will not be displaced when concrete is deposited against it.

610-3.14 DEFECTIVE WORK. Any defective work discovered after the forms have been removed shall be immediately removed and replaced. If any dimensions are deficient, or if the surface of the concrete is bulged, uneven, or shows honeycomb, which in the opinion of the Engineer cannot be repaired satisfactorily, the entire section shall be removed and replaced at the expense of the Contractor.

610-3.15 SURFACE FINISH. All exposed concrete surfaces shall be true, smooth, and free from open or rough spaces, depressions, or projections. The concrete in horizontal plane surfaces shall be brought flush with the finished top surface at the proper elevation and shall be struck-off with a straightedge and floated. Mortar finishing shall not be permitted, nor shall dry cement or sand-cement mortar be spread over the concrete during the finishing of horizontal plane surfaces.

When directed, the surface finish of exposed concrete shall be a rubbed finish. If forms can be removed while the concrete is still green, the surface shall be pointed and wetted and then rubbed

with a wooden float until all irregularities are removed. If the concrete has hardened before being rubbed, a carborundum stone shall be used to finish the surface. When approved, the finishing can be done with a rubbing machine.

610-3.16 CURING AND PROTECTION. All concrete shall be properly cured and protected by the Contractor. The work shall be protected from the elements, flowing water, and from defacement of any nature during the building operations. The concrete shall be cured as soon as it has sufficiently hardened by covering with an approved material. Water-absorptive coverings shall be thoroughly saturated when placed and kept saturated for a period of at least 3 days. All curing mats or blankets shall be sufficiently weighted or tied down to keep the concrete surface covered and to prevent the surface from being exposed to currents of air. Where wooden forms are used, they shall be kept wet at all times until removed to prevent the opening of joints and drying out of the concrete. Traffic shall not be allowed on concrete surfaces for 7 days after the concrete has been placed.

610-3.17 DRAINS OR DUCTS. Drainage pipes, conduits, and ducts that are to be encased in concrete shall be installed by the Contractor before the concrete is placed. The pipe shall be held rigidly so that it will not be displaced or moved during the placing of the concrete.

610-3.18 COLD WEATHER PROTECTION. When concrete is placed at temperatures below 40°F (4°C), the Contractor shall provide satisfactory methods and means to protect the mix from injury by freezing. The aggregates, or water, or both, shall be heated in order to place the concrete at temperatures between 50°F and 100°F (10°C and 38°C).

Calcium chloride may be incorporated in the mixing water when directed by the Engineer. Not more than 2 pounds (908 grams) of Type 1 nor more than 1.6 pounds (726 grams) of Type 2 shall be added per bag of cement. After the concrete has been placed, the Contractor shall provide sufficient protection such as cover, canvas, framework, heating apparatus, etc., to enclose and protect the structure and maintain the temperature of the mix at not less than 50°F (10°C) until at least 60% of the designed strength has been attained.

610-3.19 FILLING JOINTS. All joints that require filling shall be thoroughly cleaned, and any excess mortar or concrete shall be cut out with proper tools. Joint filling shall not be started until after final curing and shall be done only when the concrete is completely dry. The cleaning and filling shall be carefully done with proper equipment and in a manner to obtain a neat looking joint free from excess filler.

METHOD OF MEASUREMENT

610-4.1 No separate measurement for payment will be made other than core measurements for determining thickness within tolerance specified.

BASIS OF PAYMENT

610-5.1 No separate payment will be made for P-610 Structural Portland Cement Concrete. Payment shall be full compensation for all labor, materials, tools, equipment and incidentals required to complete the work as specified herein and on the drawings.

TESTING REQUIREMENTS

- ASTM C 31 Making and Curing Test Specimens in the Field
- ASTM C 39 Compressive Strength of Cylindrical Concrete Specimens
- ASTM C 136 Sieve Analysis of Fine and Coarse Aggregates
- ASTM C 138 Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete
- ASTM C 143 Slump of Hydraulic Cement Concrete
- ASTM C 231 Air Content of Freshly Mixed Concrete by the Pressure Method
- ASTM C 666 Resistance of Concrete to Rapid Freezing and Thawing
- ASTM C 1077 Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation
- ASTM C 1260 Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)
- ASTM A 184 Specification for Fabricated Deformed Steel Bar or Rod Mats for Concrete Reinforcement
- ASTM A 185 Steel Welded Wire Fabric, Plain, for Concrete Reinforcement
- ASTM A 497 Steel Welded Wire Fabric, Deformed, for Concrete Reinforcement
- ASTM A 615 Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
- ASTM A 704 Welded Steel Plain Bars or Rod Mats for Concrete Reinforcement
- ASTM C 33 Concrete Aggregates
- ASTM C 94 Ready-Mixed Concrete
- ASTM C 150 Portland Cement
- ASTM C 171 Sheet Materials for Curing Concrete

ASTM C 172 Sampling Freshly Mixed Concrete

ASTM C 260 Air-Entraining Admixtures for Concrete

ASTM C 309 Liquid Membrane-Forming Compounds for Curing Concrete

ASTM C 494 Chemical Admixtures for Concrete

ASTM C 595 Blended Hydraulic Cements

ASTM C 618 Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete

ASTM D 1751 Specification for Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types)

ASTM D 1752 Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction

AASHTO T 26 Quality of Water to be Used in Concrete

END ITEM P-610

MODIFICATIONS TO SPECIFICATIONS ITEM P-620

The provisions of this specification shall be applicable except as modified as follows:

620-1.1 This item shall consist of the painting of permanent numbers, markings, and stripes on the surface of runways and taxiways applied in accordance with these specifications and at the locations shown on the plans, or as directed by the engineer. Temporary markings including runway closure markers and marking the taxiway for a temporary runway use is not for direct compensation.

620-2.1 PAINT. Paint shall meet the requirements of Fed. Spec. TT-P-1952.

620-2.2 REFLECTIVE MEDIA. Reflective Media is required. See 620-2.2.

ITEM P-620: RUNWAY AND TAXIWAY PAINTING

DESCRIPTION

620-1.1 This item shall consist of the painting of numbers, markings, and stripes on the surface of runways and taxiways applied in accordance with these specifications and at the locations shown on the plans, or as directed by the engineer.

MATERIALS

620-2.1 PAINT. Paint shall meet the requirements of Fed. Spec. TT-P-1952.

620-2.2 REFLECTIVE MEDIA. Glass spheres shall meet the requirements of Fed. Spec. TT-B-1325, Type III, gradation A.

CONSTRUCTION METHODS

620-3.1 WEATHER LIMITATIONS. The painting shall be performed only when the surface is dry, when the atmospheric temperature is above 45 F (7 C), and when the weather is not foggy or windy.

620-3.2 EQUIPMENT. All equipment for the work shall be approved by the engineer and shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type marking machine suitable for application of traffic paint. It shall produce an even and uniform film thickness at the required coverage and shall be designed so as to apply markings of uniform cross sections and clear-cut edges without running or spattering.

620-3.3 PREPARATION OF SURFACE. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other foreign material which would reduce the bond between the paint and the pavement. The area to be painted shall be cleaned by seeping and blowing or by other methods as required to remove all dirt, laitance, and loose materials.

620-3.4 LAYOUT OF MARKINGS. On those sections of pavement where no previously applied markings are available to serve as a guide, the proposed markings shall be laid out in advance of the paint application.

620-3.5 APPLICATION. Markings shall be applied at the locations and to the dimensions and spacing shown on the plans and the exhibit following. Paint shall not be applied until the layout and conditions of the surface have been approved by the engineer.

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate of 100 to 110 square feet (9 to 10 square meters) per gallon (liter). The addition of thinner will not be permitted. A period of 24 hours shall elapse between placement of a bituminous surface course or seal coat and application of the paint.

The edges of the markings shall not vary from a straight line more than ½ inch (12 mm) in 50 feet (15 m), and the dimensions shall be within a tolerance of plus or minus 5 percent. Glass spheres shall be distributed to the surface of the marked areas immediately after application of the paint. A dispenser shall be furnished which is properly designed for attachment to the marking machine and suitable for dispensing glass spheres. The spheres shall be applied at the rate of 10 pounds per gallon (1.2 kg per liter) of paint.

The contractor shall furnish certified test reports for the material shipped to the project. The reports shall not be interpreted as a basis for final acceptance. The contractor shall notify the engineer upon arrival of a shipment of paint to the job site. All emptied containers shall be returned to the paint storage area for checking by the engineer. The containers shall not be removed from the airport or destroyed until authorized by the engineer.

620-3.6 PROTECTION. After application of the paint, all markings shall be protected from damage until the paint is dry. All surfaces shall be protected from disfiguration by splatter, splashes, spillage, or drippings of paint.

METHOD OF MEASUREMENT

620-4.1 The quantity of runway and taxiway markings to be paid for shall be the number of square feet of painting and the number of square feet of preformed markings one complete item in place performed in accordance with the specifications and accepted by the Engineer.

BASIS OF PAYMENT

620-5.1 Payment shall be made at the respective contract price per square foot for runway and taxiway painting and price per square foot for preformed markings. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

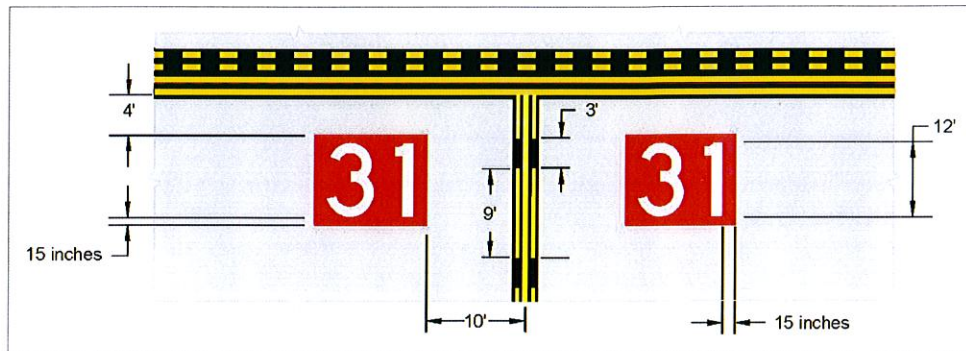
Payment will be made under:

Item P 620 5.1(A) Runway and Taxiway Painting per square foot

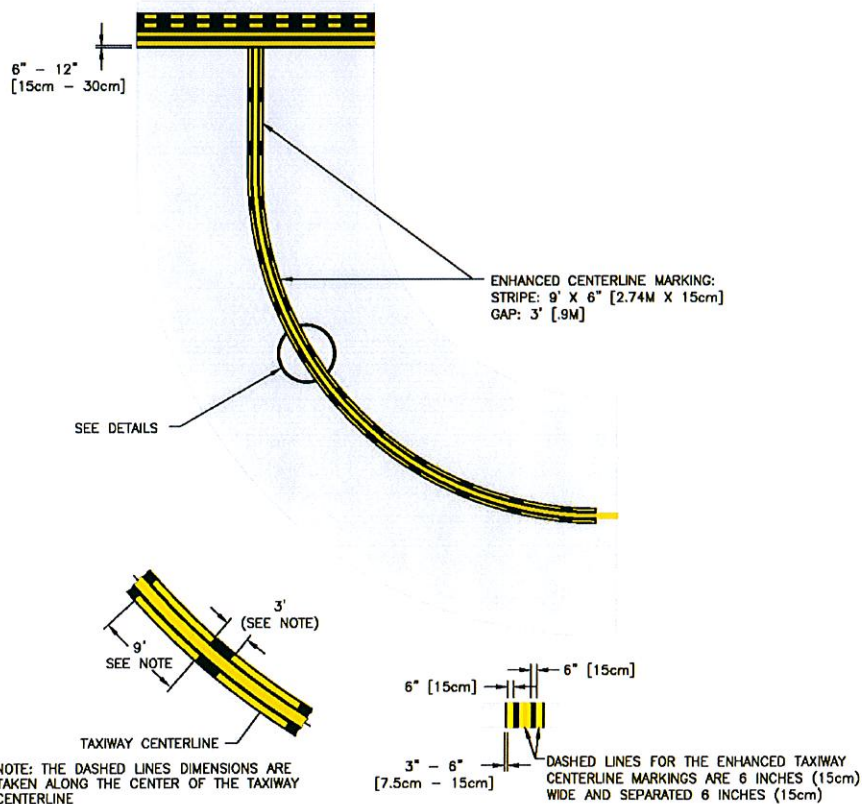
MATERIAL REQUIREMENTS

Fed. Spec. TT-P-85	Paint, Traffic, and Airfield Marking, Solvent Base
Fed. Spec. TT-P-1952 Emulsion Base	Paint, Traffic and Airfield Marking, Water
Fed. Spec. TT-P-110	Paint, Traffic Black (Nonreflectorized)
Fed. Spec. TT-B-1325	Beads (Glass Spheres) Retroreflective

END ITEM P-620



SURFACE PAINTED HOLD POSITION SIGNS



TYPICAL ENHANCED TAXIWAY MARKING SPACING

PART IX – DRAINAGE

ITEM D-701 PIPE FOR STORM DRAINS AND CULVERTS

DESCRIPTION

701-1.1 This item shall consist of the construction of pipe culverts and storm drains in accordance with these specifications and in reasonably close conformity with the lines and grades shown on the plans.

MATERIALS

701-2.1 Materials shall meet the requirements shown on the plans and specified below.

701-2.2 PIPE. The pipe shall be of the type called for on the plans or in the proposal and shall be in accordance with the following appropriate requirements. R.C.P. will be Class II, Wall Type B

Reinforced Concrete Pipe

ASTM C 76

Poly (Vinyl Chloride) Ribbed Drain Pipe & Fittings
Based on Controlled Inside Diameter

ASTM F 794

701-2.3 CONCRETE. Concrete for pipe cradles shall have a minimum compressive strength of 2000 psi (13.8 MPa) at 28 days and conform to the requirements of ASTM C 94.

701-2.4 RUBBER GASKETS. Rubber gaskets for rigid pipe shall conform to the requirements of ASTM C 443. Rubber gaskets for PVC pipe and polyethylene pipe shall conform to the requirements of ASTM F 477. Rubber gaskets for zinc-coated steel pipe and precoated galvanized pipe shall conform to the requirements of ASTM D 1056, for the "RE" closed cell grades.

701-2.5 JOINT MORTAR. Pipe joint mortar shall consist of one part portland cement and two parts sand. The portland cement shall conform to the requirements of ASTM C 150, Type I. The sand shall conform to the requirements of ASTM C 144.

701-2.6 JOINT FILLERS. Poured filler for joints shall conform to the requirements of ASTM D 1190.

701-2.7 PLASTIC GASKETS. Plastic gaskets shall conform to the requirements of AASHTO M 198 (Type B).

CONSTRUCTION METHODS

701-3.1 EXCAVATION. The width of the pipe trench shall be sufficient to permit satisfactory jointing of the pipe and thorough tamping of the bedding material under and around the pipe, but it shall not be less than the external diameter of the pipe plus 6 inches (150 mm) on each side. The trench walls shall be approximately vertical.

Where rock, hardpan, or other unyielding material is encountered, the Contractor shall remove it from below the foundation grade for a depth of at least 12 inches (300 mm) or one-half inch (12 mm) for each foot of fill over the top of the pipe (whichever is greater) but for no more than three-quarters of the nominal diameter of the pipe. The width of the excavation shall be at least 1 foot (30 cm) greater than the horizontal outside diameter of the pipe. The excavation below grade shall be backfilled with selected fine compressible material, such as silty clay or loam, and lightly compacted in layers not over 6 inches (150 mm) in uncompacted depth to form a uniform but yielding foundation.

Where a firm foundation is not encountered at the grade established, due to soft, spongy, or other unstable soil, the unstable soil shall be removed and replaced with approved granular material for the full trench width. The Engineer shall determine the depth of removal necessary. The granular material shall be compacted to provide adequate support for the pipe.

The excavation for pipes that are placed in embankment fill shall not be made until the embankment has been completed to a height above the top of the pipe as shown on the plans.

701-3.2 BEDDING. The pipe bedding shall conform to the class specified on the plans. When no bedding class is specified or detailed on the plans, the requirements for Class C bedding shall apply.

a. Rigid Pipe. Class A bedding shall consist of a continuous concrete cradle conforming to the plan details.

Class B bedding shall consist of a bed of granular material having a thickness of at least 6 inches (150 mm) below the bottom of the pipe and extending up around the pipe for a depth of not less than 30 percent of the pipe's vertical outside diameter. The layer of bedding material shall be shaped to fit the pipe for at least 10 percent of the pipe's vertical diameter and shall have recesses shaped to receive the bell of bell and spigot pipe. The bedding material shall be sand or selected sandy soil, all of which passes a 3/8 inch (9 mm) sieve and not more than 10 percent of which passes a No. 200 (0.075 mm) sieve.

Class C bedding shall consist of bedding the pipe in its natural foundation to a depth of not less than 10 percent of the pipe's vertical outside diameter. The bed shall be shaped to fit the pipe and shall have recesses shaped to receive the bell of bell and spigot pipe.

b. Flexible Pipe. For flexible pipe, the bed shall be roughly shaped to fit the pipe, and a bedding blanket of sand or fine granular material shall be provided as follows:

Pipe Corrugation Depth		Minimum Bedding Depth	
in.	mm	in.	mm
1/2	12.5	1	25.0
1	25.0	2	50.0
2	50.0	3	75.0
2-1/2	62.5	3-1/2	87.5

c. PVC and Polyethylene Pipe. For PVC and polyethylene pipe, the bedding material shall consist of coarse sands and gravels with a maximum particle size of 3/4-inch (13 mm). For pipes installed under paved areas, no more than 12 percent of the material shall pass the No. 200 (0.075 mm) sieve. For all other areas, no more than 50 percent of the material shall pass the No. 200 (0.075 mm) sieve. The bedding shall have a thickness of at least 6 inches (150 mm) below the bottom of the pipe and extend up around the pipe for a depth of not less than 50 percent of the pipe's vertical outside diameter.

701-3.3 LAYING PIPE. The pipe laying shall begin at the lowest point of the trench and proceed upgrade. The lower segment of the pipe shall be in contact with the bedding throughout its full length. Bell or groove ends of rigid pipes and outside circumferential laps of flexible pipes shall be placed facing upgrade.

Paved or partially lined pipe shall be placed so that the longitudinal center line of the paved segment coincides with the flow line.

Elliptical and elliptically reinforced pipes shall be placed with the manufacturer's top of pipe mark within five degrees of a vertical plane through the longitudinal axis of the pipe.

701-3.4 JOINING PIPE. Joints shall be made with (1) portland cement mortar, (2) portland cement grout, (3) rubber gaskets, (4) plastic gaskets, or (5) coupling bands.

Mortar joints shall be made with an excess of mortar to form a continuous bead around the outside of the pipe and shall be finished smooth on the inside. Molds or runners shall be used for grouted joints in order to retain the poured grout. Rubber ring gaskets shall be installed to form a flexible watertight seal.

a. Concrete Pipe. Concrete pipe may be either bell and spigot or tongue and groove. The method of joining pipe sections shall be such that the ends are fully entered and the inner surfaces are reasonably flush and even. Joints shall be thoroughly wetted before mortar or grout is applied.

b. PVC and Polyethylene Pipe. Joints for PVC and Polyethylene pipe shall conform to the requirements of ASTM D 3212 when water tight joints are required. Joints for PVC and Polyethylene pipe shall conform to the requirements of AASHTO M 304 when soil tight joints are required. Fittings for polyethylene pipe shall conform to the requirements of AASHTO M 252 or M 294M.

701-3.5 BACKFILLING. Pipes shall be inspected before any backfill is placed; any pipes found to be out of alignment, unduly settled, or damaged shall be removed and relaid or replaced at the Contractor's expense.

Material for backfill shall be fine, readily compatible soil, granular material selected from the excavation or a source of the Contractor's choosing. It shall not contain frozen lumps, stones that would be retained on a 2-inch (50.0 mm) sieve, chunks of highly plastic clay, or other objectionable material. No less than 95 percent of a granular backfill material shall pass through a 1/2 inch (12 mm) sieve, and no less than 95 percent of it shall be retained on a No. 4 (4.75 mm) sieve.

When the top of the pipe is even with or below the top of the trench, the backfill shall be compacted in layers not exceeding 6 inches (150 mm) on both sides of the pipe and shall be brought up one foot (30 cm) above the top of the pipe or to natural ground level, whichever is greater. Care shall be exercised to thoroughly compact the backfill material under the haunches of the pipe. Material shall be brought up evenly on both sides of the pipe.

When the top of the pipe is above the top of the trench, the backfill shall be compacted in layers not exceeding 6 inches (150 mm) and shall be brought up evenly on both sides of the pipe to 1 foot (30 cm) above the top of the pipe. The width of backfill on each side of the pipe for the portion above the top of the trench shall be equal to twice the pipe's diameter of 12 feet (3.5 m), whichever is less.

For PVC and polyethylene pipe, the backfill shall be placed in two stages; first to the top of the pipe and then at least 12 inches (300 mm) over the top of the pipe. The backfill material shall meet the requirements of paragraph 701-3.2c.

All backfill shall be compacted to the density required under Item P-152.

METHOD OF MEASUREMENT

701-4.1 The length of pipe shall be measured in linear feet of pipe in place, completed, and approved. It shall be measured along the centerline of the pipe from end or inside face of structure to the end or inside face of structure, whichever is applicable. The several classes, types and size shall be measured separately. All fittings shall be included in the footage as typical pipe sections in the pipe being measured.

BASIS OF PAYMENT

701-5.1 Payment will be made at the contract unit price per linear foot for each kind of pipe of the type and size designated; at the contract unit price per cubic yard of concrete for pipe cradles; and at the contract unit price per cubic yard for rock excavation.

These prices shall fully compensate the Contractor for furnishing all materials and for all preparation, excavation, and installation of these materials; and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item 701-5.1(D) 36" R.C.P. Per linear foot

MATERIAL REQUIREMENTS

ASTM C 14	Concrete Sewer, Storm Drain, and Culvert Pipe
ASTM C 76	Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
ASTM C 94	Ready Mixed Concrete
ASTM C 144	Aggregate for Masonry Mortar
ASTM C 150	Portland Cement
ASTM C 443	Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets
ASTM C 506	Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe
ASTM C 1433	Precast Reinforced Concrete Box Sections for Culverts, Storm Drains, and Sewers
ASTM D 3034	Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings
ASTM D 3212	Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
ASTM D 6690	Joint and Crack Sealants, Hot-Applied, for Concrete and Asphalt Pavements
ASTM F 477	Elastomeric Seals (Gaskets) for Joining Plastic Pipe
ASTM F 794	Poly (Vinyl Chloride) Ribbed Drain Pipe & Fittings Based on Controlled Inside Diameter

ASTM F 949	Poly (Vinyl Chloride) (PVC) Corrugated Sewer Pipe With a Smooth Interior and Fittings
AASHTO M 198	Joints for Circular Concrete Sewer and Culvert Pipe Using Flexible Watertight Gaskets
AASHTO M 304	Poly (Vinyl Chloride) (PVC) Profile Wall Drain Pipe and Fittings Based on Controlled Inside Diameter

END ITEM D-701

ITEM D-705 PIPE UNDERDRAINS FOR AIRPORTS

DESCRIPTION

705-1.1 This item shall consist of the construction of pipe drains in accordance with these specifications and in reasonably close conformity with the lines and grades shown on the plans.

MATERIALS

705-2.1 GENERAL. Materials shall meet the requirements shown on the plans and specified below.

705-2.2 PIPE. The pipe shall be of the type called for on the plans or in the proposal and shall be in accordance with the following appropriate requirements.

Smooth-Wall Perforated PVC Pipe	ASTM F 758
Poly (Vinyl Chloride) Ribbed Drain Pipe & Fittings Based on Controlled Inside Diameter	ASTM F 794

705-2.3 JOINT MORTAR. Pipe joint mortar shall consist of one part portland cement and two parts sand. The portland cement shall conform to the requirements of ASTM C 150, Type I. The sand shall conform to the requirements of ASTM C 144.

705-2.4 ELASTOMERIC SEALS. Elastomeric seals shall conform to the requirements of ASTM F 477.

705-2.5 POROUS BACKFILL. Porous backfill shall be free of clay, humus, or other objectionable matter, and shall conform to the gradation in Table 1 when tested in accordance with ASTM C 136.

TABLE 1. GRADATION OF POROUS BACKFILL

Sieve Designation (square openings)	Percentage by Weight Passing Sieves Porous Material No. 1
1-1/2 inch (38 mm)	
1 inch (25 mm)	
3/8 inch (9.5 mm)	100
No. 4 (4.75 mm)	95 – 100
No. 8 (2.36 mm)	
No. 16 (1.18 mm)	45 – 80
No. 50 (0.30 mm)	10 – 30
No. 100 (0.15 mm)	0 – 10

When two courses of porous backfill are specified in the plans, the finer of the materials shall conform to particle size tabulated herein for porous material No. 1. The coarser granular material shall meet the gradation given in the tabulation for porous material No. 2.

705-2.6. GRANULAR MATERIAL. Granular material used for backfilling shall conform to the requirements of ASTM D 2321 for Class IA, IB, or II materials, or shall meet the requirements of AASHTO Standard Specification for Highway Bridges Section 30.

705-2.7. FILTER FABRIC. The filter fabric shall conform to the requirements of AASHTO M 288-99, Class 2.

TABLE 2

Fabric Property	Test Method	Test Requirement
Grab Tensile Strength, lbs	ASTM D 4632	125 min
Grab Tensile Elongation %	ASTM D 4632	50 min
Burst Strength, psi	ASTM D 3785	125 min
Trapezoid Tear Strength, lbs	ASTM D 4533	55 min
Puncture Strength, lbs	ASTM D 4833	40 min
Abrasion, lbs	ASTM D 4886	15 max loss
Equivalent Opening Size	ASTM D 4751	70-100
Permittivity sec⁻¹	ASTM D 4491	0.80
Accelerated Weathering (UV Stability)	ASTM D 4355 *(500 hrs exposure)	70
(Strength Retained - %)		

705-2.8. CONTROLLED LOW STRENGTH MATERIAL (CLSM). Controlled low strength material shall conform to the requirements of Item P-153. When CLSM is used all joints shall have elastomeric seals.

CONSTRUCTION METHODS

705-3.1 EQUIPMENT. All equipment necessary and required for the proper construction of pipe underdrains shall be on the project, in first-class working condition, and approved by the Engineer before construction is permitted to start.

705-3.2 EXCAVATION. The width of the pipe trench shall be sufficient to permit satisfactory jointing of the pipe and thorough tamping of the bedding material under and around the pipe, but shall not be less than the external diameter of the pipe plus 6 inches (150 mm) on each side. The trench walls shall be approximately vertical.

Where rock, hardpan, or other unyielding material is encountered, it shall be removed below the foundation grade for a depth of at least 4 inches (100 mm). The excavation below grade shall be backfilled with selected fine compressible material, such as silty clay or loam, and lightly compacted in layers not over 6 inches (150 mm) in uncompacted depth to form a uniform but yielding foundation.

Where a firm foundation is not encountered at the grade established, due to soft, spongy, or other unstable soil, the unstable soil shall be removed and replaced with approved granular material for the full trench width. The Engineer shall determine the depth of removal necessary. The granular material shall be compacted to provide adequate support for the pipe.

Excavated material not required or acceptable for backfill shall be disposed of by the Contractor as directed by the Engineer. The excavation shall not be carried below the required depth; when this is done, the trench shall be backfilled at the Contractor's expense with material approved by the Engineer and compacted to the density of the surrounding earth material.

The bed for the pipe shall be so shaped that at least the lower quarter of the pipe shall be in continuous contact with the bottom of the trench. Spaces for the pipe bell shall be excavated accurately to size to clear the bell so that the barrel supports the entire weight of the pipe.

The Contractor shall do such trench bracing, sheathing, or shoring necessary to perform and protect the excavation as required for safety and conformance to governing laws. Unless otherwise provided, the bracing, sheathing, or shoring shall be removed by the Contractor after the completion of the backfill to at least 12 inches (300 mm) over the top of the pipe. The sheathing or shoring shall be pulled as the granular backfill is placed and compacted to avoid any unfilled spaces between the trench wall and the backfill material. The cost of bracing, sheathing, or shoring, and the removal of same, shall be included in the unit price bid per foot (meter) for the pipe.

705-3.3 LAYING AND INSTALLING PIPE.

a. PVC or Polyethylene Pipe. PVC or polyethylene pipe shall be installed in accordance with the requirements of ASTM D 2321 or AASHTO Standard Specification for Highway Bridges Section 30. Perforations shall meet the requirements of AASHTO M 252 or M 294 Class 2, unless otherwise indicated on the plans. The pipe shall be laid accurately to line and grade.

b. All Types of Pipe. The upgrade end of pipelines, not terminating in a structure, shall be plugged or capped as approved by the Engineer.

Unless otherwise shown on the plans, a 4-inch (100 mm) bed of granular backfill material shall be spread in the bottom of the trench throughout the entire length under all perforated pipe underdrains.

Pipe outlets for the underdrains shall be constructed when required or shown on the plans. The pipe shall be laid with tight-fitting joints. Porous backfill is not required around or over pipe

outlets for underdrains. All connections to other drainage pipes or structures shall be made as required and in a satisfactory manner. If connections are not made to other pipes or structures, the outlets shall be protected and constructed as shown on the plans.

c. Filter Fabric. The filter fabric shall be installed in accordance with the manufacturer's recommendations, or in accordance with AASHTO M 288-99 APPENDIX, unless otherwise shown on the plans.

705-3.4 MORTAR. The mortar shall be of the desired consistency for caulking and filling the joints of the pipe and for making connections to other pipes or to structures. Mortar that is not used within 45 minutes after water has been added shall be discarded. Retempering of mortar shall not be permitted.

705-3.5 JOINTS IN CONCRETE PIPE. When open or partly open joints are required or specified, they shall be constructed as indicated on the plans. The pipe shall be laid with the ends fitted together as designed. If bell and spigot pipe is used, mortar shall be placed along the inside bottom quarter of the bell to center the following section of pipe.

The open or partly open joints shall be surrounded with granular material meeting requirements of porous backfill No. 2 or as indicated on the plans. This backfill shall be placed so its thickness will be not less than 3 inches (75 mm) nor more than 6 inches (150 mm), unless otherwise shown on the plans.

When the original material excavated from the trench is impervious, commercial concrete sand or granular material meeting requirements of porous backfill No. 1 shall surround porous backfill No. 2, as shown on the plans or as directed by the Engineer.

When the original material excavated from the trench is pervious and suitable, it may be used as backfill in lieu of porous backfill No. 1, when indicated on the plans or as directed by the Engineer.

705-3.6 BACKFILLING.

a. Earth. All trenches and excavations shall be backfilled within a reasonable time after the pipes are installed, unless other protection of the pipe is directed. The backfill material shall be selected material from excavation or borrow; material which is placed within a nominal pipe diameter distance at the sides of the pipe and 1 foot (30 cm) over the top shall be material that can be readily compacted. It shall not contain stones retained on a 3-inch (75 mm) sieve, frozen lumps, chunks of highly plastic clay, or any other material that is objectionable to the Engineer. The material shall be moistened or dried, if necessary to be compacted by the method in use. Backfill material shall be approved by the Engineer. Special care shall be taken in placing the backfill. Great care shall be used to obtain thorough compaction under the haunches and along the sides to the top of the pipe.

The backfill shall be placed in loose layers not exceeding 6 inches (150 mm) in depth under and around the pipe, and not exceeding 8 inches (200 mm) over the pipe. Successive layers shall be

added and thoroughly compacted by hand and pneumatic tampers, approved by the Engineer, until the trench is completely filled and brought to the proper elevation. Backfilling shall be done in a manner to avoid injurious top or side pressures on the pipe.

In embankments and for other areas outside of pavements, the backfill shall be compacted to the density required for embankments in unpaved areas under Item P-152. Under paved areas, the subgrade and any backfill shall be compacted to the density required for embankments for paved areas under Item P-152.

b. Granular Material. When granular backfill is required, its placement in the trench and about the pipe shall be as shown on the plans. Special care shall be taken in placing the backfill. The granular backfill shall not contain a damaging amount of foreign matter, nor shall earth from the sides of the trench or from the windrow be allowed to filter into the backfill. When required by the Engineer, a template shall be used to properly place and keep separate the two sizes of backfill. The backfill shall be placed in loose layers not exceeding 6 inches (150 mm) in depth and compacted by hand and pneumatic tampers to the requirements as given for earth backfill. Backfilling shall be done in a manner to avoid injurious top or side pressure on the pipe. The granular backfill shall be made to the elevation of the trench, as shown on the plans.

When perforated pipe is specified, granular backfill material shall be placed along the full length of the pipe. The position of the granular material shall be as shown on the plans. If the original material excavated from the trench is pervious and suitable, it shall be used in lieu of porous backfill No. 1.

When porous backfill is to be placed in paved or adjacent areas prior to the completion of grading or subgrade operations, the backfill material shall be placed immediately after laying the pipe. The depth of this granular backfill shall be not less than 12 inches (300 mm), measured from the top of the underdrain. During subsequent construction operations, this minimum backfill of 12 inches (300 mm) of depth shall not be disturbed until such time as the underdrains are to be completed. When the underdrains are to be completed, the unsuitable material shall be removed until the porous backfill is exposed. That part of the porous backfill that contains objectionable material shall be removed and replaced with suitable material. The cost of removing and replacing any such unsuitable material shall be borne by the Contractor.

Whenever a granular subbase blanket course is to be used under pavements which extends several feet beyond the edge of paving to the outside edge of the underdrain trench, the granular backfill material over the underdrains shall be placed in the trench up to an elevation of 2 inches (50 mm) above the bottom surface of the granular subbase blanket course. Immediately prior to the placing of the granular subbase blanket course, the Contractor shall blade this excess trench backfill from the top of the trench onto the adjacent subgrade where it can be incorporated into the granular subbase blanket course. Any unsuitable material that remains over the underdrain trench shall be removed and replaced. The subbase material shall be placed to provide clean contact between the subbase material and the underdrain granular backfill material for the full width of the underdrain trench.

c. Controlled Low Strength Material (CLSM). Controlled low strength material shall conform to the requirements of Item P-153.

d. Deflection Testing. The Engineer may at any time, notwithstanding previous material acceptance, reject or require re-installation of pipe that exceeds 5 percent deflection when measured in accordance with ASTM D 2321, including Appendices.

705-3.7 CONNECTIONS. When the plans call for connections to existing or proposed pipe or structures, these connections shall be watertight and made so that a smooth uniform flow line will be obtained throughout the drainage system.

705-3.8 CLEANING AND RESTORATION OF SITE. After the backfill is completed, the Contractor shall dispose of all surplus material, dirt, and rubbish from the site. Surplus dirt may be deposited in embankments, shoulders, or as ordered by the Engineer. Except for paved areas of the airport, the Contractor shall restore all disturbed areas to their original condition.

METHOD OF MEASUREMENT

705-4.1 The length of pipe to be paid for shall be the number of linear of pipe underdrains in place, completed, and approved; measured along the centerline of the pipe from end or inside face of structure to the end or inside face of structure, whichever is applicable. The several classes, types, and sizes shall be measured separately. All fittings shall be included in the footage as typical pipe sections in the pipeline being measured.

705-4.2 The quantity of porous backfill to be paid for shall be the number of cubic yards of porous backfill No. 1 and No. 2, complete in place and accepted, and shall be determined from the dimensions given on the plans by typical trench sections indicating the placement of porous backfill or dimensions ordered by the Engineer.

705-4.3 The quantity of filter fabric to be paid for shall be the number of square yards of filter fabric in place, completed, and approved; and shall be determined from the dimensions given on the plans by typical trench sections indicating the placement of filter fabric or dimensions ordered by the Engineer.

BASIS OF PAYMENT

705-5.1 Payment will be made at the contract unit price per linear foot for pipe underdrains of the type, class, and size designated; at the contract unit price. No separate payment for porous backfill or filter fabric. These prices shall be full compensation for furnishing all materials and for all preparation, excavation, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item D-705-5.5(B)	6" inch pipe per linear foot COMPLETE (including porous backfill and filter fabric)
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MATERIAL REQUIREMENTS

ASTM C 136	Sieve Analysis of Fine and Coarse Aggregates
ASTM D 3034	Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings
ASTM F 477	Elastomeric Seals (Gaskets) for Joining Plastic Pipe
ASTM F 758	Smooth-Wall Poly(Vinyl Chloride) (PVC) Plastic Underdrain Systems for Highway, Airport, and Similar Drainage
ASTM F 794	Poly (Vinyl Chloride) Ribbed Drain Pipe & Fittings Based on Controlled Inside Diameter
ASTM F 949	Poly (Vinyl Chloride)(PVC) Corrugated Sewer Pipe with a Smooth Interior and Fittings
AASHTO M 288-99	Geotextile Specification for Highway Applications
AASHTO M 294M	Corrugated Polyethylene Pipe, 300 to 1200 mm Diameter
AASHTO M 304	Poly (Vinyl Chloride) (PVC) Profile Wall Drain Pipe and Fittings Based on Controlled Inside Diameter
AASHTO	Standard Specifications for Highway Bridges

END ITEM D-705

MODIFICATIONS TO SPECIFICATIONS ITEM D-751

The provisions of this specification shall be applicable except as modified as follows:

This project Item D-751 is for cast in place inlets. Only cast in place is allowed. No pre-cast structures allowed.

ITEM D-751 MANHOLES, CATCH BASINS, INLETS AND INSPECTION HOLES

DESCRIPTION

751-1.1 This item shall consist of construction of manholes, catch basins, inlets, and inspection holes, in accordance with these specifications, at the specified locations and conforming to the lines, grades, and dimensions shown on the plans or required by the Engineer.

MATERIALS

751-2.1 BRICK. The brick shall conform to the requirements of ASTM C 32, Grade SM.

751-2.2 MORTAR. Mortar shall consist of one part portland cement and two parts sand. The portland cement shall conform to the requirements of ASTM C 150, Type I. The sand shall conform to the requirements of ASTM C 144.

751-2.3 CONCRETE. Plain and reinforced concrete used in structures, connections of pipes with structures, and the support of structures or frames shall conform to the requirements of Item P-610.

751-2.4 PRECAST CONCRETE PIPE MANHOLE RINGS. Precast concrete pipe manhole rings shall conform to the requirements of ASTM C 478. Unless otherwise specified, the risers and offset cone sections shall have an inside diameter of not less than 36 inches (90 cm) nor more than 48 inches (120 cm).

751-2.5 CORRUGATED METAL. Corrugated metal shall conform to the requirements of AASHTO M 36.

751-2.6 FRAMES, COVERS, AND GRATES. The castings shall conform to one of the following requirements:

- a. Gray iron castings shall meet the requirements of ASTM A 48, Class 30B and 35B.
- b. Malleable iron castings shall meet the requirements of ASTM A 47.
- c. Steel castings shall meet the requirements of ASTM A 27.
- d. Structural steel for grates and frames shall conform to the requirements of ASTM A 283, Grade D.
- e. Ductile iron castings shall conform to the requirements of ASTM A 536.
- f. Austempered ductile iron castings shall conform to the requirements of ASTM A 897.

All castings or structural steel units shall conform to the dimensions shown on the plans and shall be designed to support the loadings, aircraft gear configuration and/or direct loading, specified.

Each frame and cover or grate unit shall be provided with fastening members to prevent it from being dislodged by traffic but which will allow easy removal for access to the structure.

All castings shall be thoroughly cleaned. After fabrication, structural steel units shall be galvanized to meet the requirements of ASTM A 123.

751-2.7 STEPS. The steps or ladder bars shall be gray or malleable cast iron or galvanized steel. The steps shall be the size, length, and shape shown on the plans and those steps that are not galvanized shall be given a coat of bituminous paint, when directed.

CONSTRUCTION METHODS

751-3.1 UNCLASSIFIED EXCAVATION.

a. The Contractor shall do all excavation for structures and structure footings to the lines and grades or elevations, shown on the plans, or as staked by the Engineer. The excavation shall be of sufficient size to permit the placing of the full width and length of the structure or structure footings shown. The elevations of the bottoms of footings, as shown on the plans, shall be considered as approximately only; and the Engineer may order, in writing, changes in dimensions or elevations of footings necessary to secure a satisfactory foundation.

b. Boulders, logs, or any other objectionable material encountered in excavation shall be removed. All rock or other hard foundation material shall be cleaned of all loose material and cut to a firm surface either level, stepped, or serrated, as directed by the Engineer. All seams or crevices shall be cleaned out and grouted. All loose and disintegrated rock and thin strata shall be removed. When concrete is to rest on a surface other than rock, special care shall be taken not to disturb the bottom of the excavation, and excavation to final grade shall not be made until just before the concrete or reinforcing is to be placed.

c. The Contractor shall do all bracing, sheathing, or shoring necessary to implement and protect the excavation and the structure as required for safety or conformance to governing laws. The cost of bracing, sheathing, or shoring shall be included in the unit price bid for the structure.

d. Unless otherwise provided, bracing, sheathing, or shoring involved in the construction of this item shall be removed by the Contractor after the completion of the structure. Removal shall be effected in a manner that will not disturb or mar finished masonry. The cost of removal shall be included in the unit price bid for the structure.

e. After each excavation is completed, the Contractor shall notify the Engineer to that effect; and concrete or reinforcing steel shall be placed after the Engineer has approved the depth of the excavation and the character of the foundation material.

751-3.2 BRICK STRUCTURES.

a. Foundations. A prepared foundation shall be placed for all brick structures after the foundation excavation is completed and accepted. Unless otherwise specified, the base shall consist of reinforced concrete mixed, prepared, and placed in accordance with the requirements of Item P-610.

b. Laying Brick. All brick shall be clean and thoroughly wet before laying so that they will

not absorb any appreciable amount of additional water at the time they are laid. All brick shall be laid in freshly made mortar. Mortar that is not used within 45 minutes after water has been added shall be discarded. Retempering of mortar shall not be permitted. An ample layer of mortar shall be spread on the beds and a shallow furrow shall be made in it that can be readily closed by the laying of the brick. All bed and head joints shall be filled solid with mortar. End joints of stretchers and side or cross joints of headers shall be fully buttered with mortar and a shoved joint made to squeeze out mortar at the top of the joint. Any bricks that may be loosened after the mortar has taken its set, shall be removed, cleaned, and relaid with fresh mortar. No broken or chipped brick shall be used in the face, and no spalls or bats shall be used except where necessary to shape around irregular openings or edges; in which case, full bricks shall be placed at ends or corners where possible, and the bats shall be used in the interior of the course. In making closures, no piece of brick shorter than the width of a whole brick shall be used; and wherever practicable, whole brick shall be used and laid as headers.

c. Joints. All joints shall be slushed with mortar at every course, but slushing alone will not be considered adequate for making an acceptable joint. Exterior faces shall be laid up in advance of backing. Exterior faces shall be back plastered or pargeted with a coat of mortar not less than 3/8-inch (9 mm) thick before the backing is laid up. Prior to pargeting, all joints on the back of face courses shall be cut flush. Unless otherwise noted, joints shall be not less than 1/4-inch (6 mm) nor more than 1/2-inch (12 mm) wide and whatever width is adopted shall be maintained uniform throughout the work.

d. Pointing. Face joints shall be neatly struck, using the weather joint. All joints shall be finished properly as the laying of the brick progresses. When nails or line pins are used the holes shall be immediately plugged with mortar and pointed when the nail or pin is removed.

e. Cleaning. Upon completion of the work all exterior surfaces shall be thoroughly cleaned by scrubbing and washing down with water and, if necessary to produce satisfactory results, cleaning shall be done with a 5% solution of muriatic acid which shall then be rinsed off with liberal quantities of clean fresh water.

f. Curing and Cold Weather Protection. In hot or dry weather, or when directed by the Engineer, the brick masonry shall be protected and kept moist for at least 48 hours after laying the brick. Brick masonry work or pointing shall not be done when there is frost in the brick or when the air temperature is below 50 F (10 C) unless the Contractor has on the project ready to use, suitable covering and artificial heating devices necessary to keep the atmosphere surrounding the masonry at a temperature of not less than 60 F (15 C) for the duration of the curing period.

751-3.3 CONCRETE STRUCTURES. Concrete structures shall be built on prepared foundations, conforming to the dimensions and form indicated on the plans. The construction shall conform to the requirements specified in Item P-610. Any reinforcement required shall be placed as indicated on the plans and shall be approved by the Engineer before the concrete is poured.

All invert channels shall be constructed and shaped accurately so as to be smooth, uniform, and cause minimum resistance to flowing water. The interior bottom shall be sloped downward toward the outlet.

751-3.4 PRECAST CONCRETE PIPE STRUCTURES. Precast concrete pipe structures shall be constructed on prepared or previously placed slab foundations and shall conform to the dimensions and locations shown on the plans. All precast concrete pipe sections necessary to build a completed structure shall be furnished. The different sections shall fit together readily, and all jointing and connections shall be cemented with mortar. The top of the upper precast concrete pipe member shall be suitably formed and dimensioned to receive the metal frame and cover or grate, or other cap, as required. Provision shall be made for any connections for lateral pipe, including drops and leads that may be installed in the structure. The flow lines shall be smooth, uniform, and cause minimum resistance to flow. The metal steps that are embedded or built into the side walls shall be aligned and placed at vertical intervals of 12 inches (300 mm). When a metal ladder replaces the steps, it shall be securely fastened into position.

751-3.5 CORRUGATED METAL STRUCTURES. Corrugated metal structures shall be constructed on prepared foundations, conforming to the dimensions and locations as shown on the plans. The structures shall be prefabricated. standard or special fittings shall be furnished to provide pipe connections or branches of correct dimensions. The connections or branches shall be of sufficient length to accommodate connecting bands. The fittings shall be welded in place to the metal structures. When indicated, the structures shall be placed on a reinforced concrete base. The top of the metal structure shall be designed so that either a concrete slab or metal collar may be attached to which can be fastened a standard metal frame and grate or cover. Steps or ladders shall be furnished as shown on the plans.

751-3.6 INLET AND OUTLET PIPES. Inlet and outlet pipes shall extend through the walls of the structures for a sufficient distance beyond the outside surface to allow for connections but shall be cut off flush with the wall on the inside surface, unless otherwise directed. For concrete or brick structures, the mortar shall be placed around these pipes so as to form a tight, neat connection.

751-3.7 PLACEMENT AND TREATMENT OF CASTINGS, FRAMES, AND FITTINGS. All castings, frames, and fittings shall be placed in the positions indicated on the plans or as directed by the Engineer, and shall be set true to line and to correct elevation. If frames or fittings are to be set in concrete or cement mortar, all anchors or bolts shall be in place and position before the concrete or mortar is placed. The unit shall not be disturbed until the mortar or concrete has set.

When frames or fittings are to be placed upon previously constructed masonry, the bearing surface or masonry shall be brought true to line and grade and shall present an even bearing surface in order that the entire face or back of the unit will come in contact with the masonry. The unit shall be set in mortar beds and anchored to the masonry as indicated on the plans or as directed and approved by the Engineer. All units shall set firm and secure.

After the frames or fittings have been set in final position and the concrete or mortar has been allowed to harden for 7 days, then the grates or covers shall be placed and fastened down.

751-3.8 INSTALLATION OF STEPS. The steps shall be installed as indicated on the plans or as directed by the Engineer. When the steps are to be set in concrete, they shall be placed and secured in position before the concrete is poured. When the steps are installed in brick masonry, they shall be placed as the masonry is being built. The steps shall not be disturbed or used until the concrete or mortar has hardened for at least 7 days. After this period has elapsed, the steps shall be cleaned and painted, unless they have been galvanized.

When steps are required with precast concrete pipe structures, they shall be cast into the sides of the pipe at the time the pipe sections are manufactured or set in place after the structure is erected by drilling holes in the concrete and cementing the steps in place.

When steps are required with corrugated metal structures, they shall be welded into aligned position at a vertical spacing of 12 inches (300 mm).

In lieu of steps, prefabricated ladders may be installed. In the case of brick or concrete structures, the ladder shall be held in place by grouting the supports in drilled holes. In the case of metal structures, the ladder shall be secured by welding the top support and grouting the bottom support into drilled holes in the foundation or as directed.

751-3.9 BACKFILLING.

a. After a structure has been completed, the area around it shall be filled with approved material, in horizontal layers not to exceed 8 inches (200 mm) in loose depth, and compacted to the density required in Item P-152. Each layer shall be deposited all around the structure to approximately the same elevation. The top of the fill shall meet the elevation shown on the plans or as directed by the Engineer.

b. Backfilling shall not be placed against any structure until permission is given by the Engineer. In the case of concrete, such permission shall not be given until the concrete has been in place 7 days, or until tests made by the laboratory under supervision of the Engineer establish that the concrete has attained sufficient strength to provide a factor of safety against damage or strain in withstanding any pressure created by the backfill or the methods used in placing it.

c. Backfill shall not be measured for direct payment. Performance of this work shall be considered on obligation of the Contractor covered under the contract unit price for the structure involved.

751-3.10 CLEANING AND RESTORATION OF SITE. After the backfill is completed, the Contractor shall dispose of all surplus material, dirt, and rubbish from the site. Surplus dirt may be deposited in embankments, shoulders, or as ordered by the Engineer. The Contractor shall restore all disturbed areas to their original condition.

After all work is completed, the Contractor shall remove all tools and equipment, leaving the entire site free, clear, and in good condition.

METHOD OF MEASUREMENT

751-4.1 Manholes, catch basins, inlets, and inspection holes shall be measured by the unit.

BASIS OF PAYMENT

751-5.1 The accepted quantities of manholes, catch basins, inlets, and inspection holes will be paid for at the contract unit price per each in place when completed. This price shall be full compensation for furnishing all materials and for all preparation, excavation, backfilling and placing of the materials; furnishing and installation of such specials and connections to pipes and other structures as may be required to complete the item as shown on the plans; and for all labor equipment, tools and incidentals necessary to complete the structure.

Payment will be made under:

Item D-751-5.2 Inlet—per each

MATERIAL REQUIREMENT

ASTM A 27	Steel Castings, Carbon, for General Application
ASTM A 47	Ferritic Malleable Iron Castings
ASTM A 48	Gray Iron Castings
ASTM A 123	Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A 283	Low and Intermediate Tensile Strength Carbon Steel Plates, Shapes, and Bars
ASTM A 536	Ductile Iron Castings
ASTM A 897	Austempered Ductile Iron Castings
ASTM C 32	Sewer and Manhole Brick (Made from Clay or Shale)
ASTM C 144	Aggregate for Masonry Mortar
ASTM C 150	Portland Cement
ASTM C 478	Precast Reinforced Concrete Manhole Sections

AASHTO M 36 Zinc Coated (Galvanized) Corrugated Iron or Steel Culverts and Underdrains

END ITEM D-751

ITEM D-752 CONCRETE CULVERTS, HEADWALLS, AND MISCELLANEOUS DRAINAGE STRUCTURES

DESCRIPTION

752-1.1 This item shall consist of reinforced concrete culverts repair, the box culvert extension, headwalls, and miscellaneous drainage structures constructed in accordance with these specifications, at the specified locations and conforming to the lines, grades, and dimensions shown on the plans or required by the Engineer.

MATERIALS

752-2.1 CONCRETE. Reinforced concrete shall meet the requirements of Item P-610.

CONSTRUCTION METHODS

752-3.1 UNCLASSIFIED EXCAVATION.

a. Trenches and foundation pits for structures or structure footings shall be excavated to the lines and grades or elevations shown on the plans. The excavation shall be of sufficient size to permit the placing of the full width and length of the structure or structure footings shown. The elevations of the bottoms of footings, as shown on the plans, shall be considered as approximate only; and the Engineer may order, in writing, changes in dimensions or elevations of footings necessary to secure a satisfactory foundation.

b. Boulders, logs, or any other objectionable material encountered in excavation shall be removed. All rock or other hard foundation material shall be cleaned of all loose material and cut to a firm surface either level, stepped, or serrated, as directed by the Engineer. All seams or crevices shall be cleaned out and grouted. All loose and disintegrated rock and thin strata shall be removed. When concrete is to rest on a surface other than rock, special care shall be taken not to disturb the bottom of the excavation, and excavation to final grade shall not be made until just before the concrete or reinforcing steel is to be placed.

c. The Contractor shall do all bracing, sheathing, or shoring necessary to perform and protect the excavation and the structure as required for safety or conformance to governing laws. The cost of bracing, sheathing, or shoring shall be included in the unit price bid for excavation.

d. Unless otherwise provided, bracing, sheathing, or shoring involved therewith shall be removed by the Contractor after the completion of the structure. Removal shall be effected in a manner that will not disturb or mar finished concrete. The cost of removal shall be included in the unit price bid for excavation.

e. After each excavation is completed, the Contractor shall notify the Engineer to that effect, and concrete or reinforcing steel shall be placed after the Engineer has approved the depth of the excavation and the character of the foundation material.

752-3.2 BACKFILLING.

a. After a structure has been completed, backfilling with approved material shall be accomplished by applying the fill in horizontal layers not to exceed 8 inches (200 mm) in loose depth, and compacted. The field density of the compacted material shall be at least 90 percent of the maximum density for cohesive soils and 95 percent of the maximum density for noncohesive soils. The maximum density shall be determined in accordance with ASTM D 698. The field density shall be determined in accordance with ASTM D 1556.

b. No backfilling shall be placed against any structure until permission is given by the Engineer. In the case of concrete, such permission shall not be given until the concrete has been in place 7 days, or until tests made by the laboratory under the supervision of the Engineer establish that the concrete has attained sufficient strength to provide a factor of safety against damage or strain in withstanding any pressure created by the backfill or the methods used in placing it.

c. Fill placed around concrete culverts shall be deposited on both sides at the same time and to approximately the same elevation. Care shall be taken to prevent any wedging action against the structure, and all slopes bounding or within the areas to be backfilled shall be stepped or serrated to prevent wedge action.

d. Backfill will not be measured for direct payment. Performance of this work under the contract is not payable directly but shall be considered as a subsidiary obligation of the Contractor, covered under the contract unit price for "unclassified excavation for structures."

752-3.3 WEEP HOLES. Weep holes shall be constructed as shown on the plans.

752-3.4 CLEANING AND RESTORATION OF SITE. After the backfill is completed, the Contractor shall dispose of all surplus material, dirt, and rubbish from the site. Surplus dirt may be deposited in embankment, shoulders, or as ordered by the Engineer. The Contractor shall restore all disturbed areas to their original condition.

After all work is completed, the Contractor shall remove all tools and equipment, leaving the entire site free, clear, and in good condition.

METHOD OF MEASUREMENT

752-4.1 No separate measurement for payment will be made.

BASIS OF PAYMENT

752-5.1 Lump Sum - Payment shall be made as a lump sum payment.

Payment will be made under:

Item D-752 Concrete Headwall per lump sum.

TESTING REQUIREMENTS

ASTM D 698	Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 5.5 lb (2.49 kg) Rammer and 12-in (305 mm) Drop
ASTM D 1556	Density of Soil in Place by the Sand-Cone Method

END OF ITEM D-752

MODIFICATIONS TO ITEM T-901: SEEDING

The provisions of this specification shall be applicable except as modified as follows:

901-2.1 SEED. Seeds shall be applied as follows:

Seed	Planting Dates	Minimum Seed Purity (%)	Minimum Seed Germination (%)	Rate of Application (lb. per acre)
Hulled Bermuda	March-Sept.	90	85	30
Unhulled Bermua Crimson Clover(1)	Sept.-Feb.	90	85	20 40

(1) Inoculated prior to planting with proper bacterial culture.

901-2.2 LIME. Lime will not be utilized on this project.

ITEM T-901: SEEDING

DESCRIPTION

901-1.1 This item shall consist of soil preparation, seeding, fertilizing and mulching the areas shown on the plans or as directed by the Engineer in accordance with these specifications.

MATERIALS

901-2.1 SEED The species and application rates of grass, legume, and cover-crop seed furnished shall be those stipulated herein. Seed shall conform to the requirements of Fed. Spec. JJJ-S-181.

Seed shall be furnished separately or in mixtures in standard containers with the seed name, lot number, net weight, percentages of purity and of germination and hard seed, and percentage of maximum weed seed content clearly marked for each kind of seed. The Contractor shall furnish the Engineer duplicate signed copies of a statement by the vendor certifying that each lot of seed has been tested by a recognized laboratory for seed testing within 6 months of date of delivery. This statement shall include: name and address of laboratory, date of test, lot number for each kind of seed, and the results of tests as to name, percentages of purity and of germination, and percentage of weed content for each kind of seed furnished, and, in case of a mixture, the proportions of each kind of seed.

Seeds shall be applied as follows:

Seed	Minimum Seed Purity (Percent)	Minimum Germination (Percent)	Rate of Application lb./acre (or lb./1,000 S.F.)
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See Modification Sheet

Seeding shall be performed during the period between January and December inclusive, unless otherwise approved by the Engineer.

901-2.2 LIME. Lime shall be ground limestone containing not less than 85% of total carbonates, and shall be ground to such fineness that 90% will pass through a No. 20 mesh sieve and 50% will pass through a No. 100 mesh sieve. Coarser material will be acceptable, providing the rates of application are increased to provide not less than the minimum quantities and depth specified in the special provisions on the basis of the two sieve requirements above. Dolomitic lime or a high magnesium lime shall contain at least 10% of magnesium oxide. Lime shall be applied at the rate of []. All liming materials shall conform to the requirements of ASTM C 602.

901-2.3 FERTILIZER. Fertilizer shall be standard commercial fertilizers supplied separately or in mixtures containing the percentages of total nitrogen, available phosphoric acid, and water-soluble potash. They shall be applied at the rate and to the depth specified herein, and shall meet the requirements of Fed. Spec. O-F-241 and applicable state laws. They shall be furnished in standard containers with name, weight, and guaranteed analysis of contents clearly marked thereon. No cyanamide compounds or hydrated lime shall be permitted in mixed fertilizers.

The fertilizers may be supplied in one of the following forms:

- a. A dry, free-flowing fertilizer suitable for application by a common fertilizer spreader;
- b. A finely-ground fertilizer soluble in water, suitable for application by power sprayers;
or
- c. A granular or pellet form suitable for application by blower equipment

Fertilizers shall be 8-8-8 commercial fertilizer and shall be spread at the rate of 1000 per acre.

901-2.4 SOIL FOR REPAIRS. The soil for fill and top-soiling of areas to be repaired shall be at least of equal quality to that which exists in areas adjacent to the area to be repaired. The soil shall be relatively free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf, and shall be approved by the Engineer before being placed.

CONSTRUCTION METHODS

901-3.1 ADVANCE PREPARATION AND CLEANUP. After grading of areas has been completed and before applying fertilizer and ground limestone, areas to be seeded shall be raked or otherwise cleared of stones larger than 2 inches (50 mm) in any diameter, sticks, stumps, and other debris which might interfere with sowing of seed, growth of grasses, or subsequent maintenance of grass-covered areas. If any damage by erosion or other causes has occurred after the completion of grading and before beginning the application of fertilizer and ground limestone, the Contractor shall repair such damage. This may include filling gullies, smoothing irregularities, and repairing other incidental damage.

An area to be seeded shall be considered a satisfactory seedbed without additional treatment if it has been recently been thoroughly loosened and worked to a depth of not less than 5 inches (125 mm) as a result of grading operations and, if immediately prior to seeding, the top 3 inches (75 mm) of soil is loose, friable, reasonably free from large clods, rocks, large roots, or other undesirable matter, and if shaped to the required grade.

However, when the area to be seeded is sparsely sodded, weedy, barren and unworked, or packed and hard, any grass and weeds shall first be cut or otherwise satisfactorily disposed

of, and the soil then scarified or otherwise loosened to a depth not less than 5 inches (125 mm). Clods shall

be broken and the top 3 inches (75 mm) of soil shall be worked into a satisfactory seedbed by discing, or by use of cultipackers, rollers, drags, harrows, or other appropriate means.

901-3.2 DRY APPLICATION METHOD.

a. Liming. Lime shall be applied separately and prior to the application of any fertilizer or seed and only on seedbeds. Which have previously been prepared as described above. The lime shall then be worked into the top 3 inches (75 mm) of soil after which the seedbed shall again be properly graded and dressed to a smooth finish.

b. Fertilizing. Following advance preparations and cleanup fertilizer shall be uniformly spread at the rate which will provide not less than the minimum quantity stated in paragraph 901-2.3.

c. Seeding. Grass seed shall be sown at the rate specified in paragraph 901-2.1 immediately after fertilizing, and the fertilizer and seed shall be raked within the depth range stated in the special provisions. Seeds of legumes, either alone or in a mixture, shall be inoculated before mixing or sowing, in accordance with the instructions of the manufacturer of the inoculant. When seeding is required at other than the seasons shown on the plans or in the special provisions, a cover crop shall be sown by the same methods required for grass and legume seeding.

d. Rolling. After the seed has been properly covered, the seedbed shall be immediately compacted by means of an approved lawn-roller, weighting 40-65 pounds per foot (60-97 kg per meter) of width for clay soil (or any soil having a tendency to pack), and weighting 150-200 pounds per foot (223 to 298 kg per meter) of width for sandy or light soils.

901-3.3 WET APPLICATION METHOD.

a. General. The Contractor may elect to apply seed and fertilizer (and lime, if required) by spraying them on the previously prepared seedbed in the form of an aqueous mixture and by using the methods and equipment described herein. The rates of application shall be as specified in the special provisions.

b. Spraying Equipment. The spraying equipment shall have a container or water tank equipped with a liquid level gauge calibrated to read in increments not larger than 50 gallons (190 liters) over the entire range of the tank capacity, mounted so as to be visible to the nozzle operator. The container or tank shall also be equipped with a mechanical power-driven agitator capable of keeping all the solids in the mixture in complete suspension at all times until used.

The unit shall also be equipped with a pressure pump capable of delivering 100 gallons (380 liters) per minute at a pressure of 100 pounds per square inch (690 kPa). The pump shall be mounted in a line which will re-circulate the mixture through the tank whenever it is not being sprayed from the nozzle. All pump passages and pipe lines shall be capable of providing clearance for 5/8 inch (15 mm) solids. The power unit for the pump and agitator shall have controls mounted so as to be accessible to the nozzle operator. There shall be an indicating pressure gauge connected and mounted immediately at the back of the nozzle.

The nozzle pipe shall be mounted on an elevated supporting stand in such a manner that it can be rotated through 360 degrees horizontally and inclined vertically from at least 20 degrees below to at least 60 degrees above the horizontal. There shall be a quick-acting, three-way control valve connecting the re-circulating line to the nozzle pipe and mounted so that the nozzle operator can control and regulate the amount of flow of mixture delivered to the nozzle. At least three different types of nozzles shall be supplied so that mixtures may be properly sprayed over distance varying from 20 to 100 feet (6 to 30 m). One shall be a close-range ribbon nozzle, one a medium range ribbon nozzle, and one a long-range jet nozzle. For ease of removal and cleaning, all nozzles shall be connected to the nozzle pipe by means quick-release couplings.

In order to reach areas inaccessible to the regular equipment, an extension hose at least 50 feet (15 m) in length shall be provided to which the nozzles may be connected.

c. Mixtures. Lime, if required, shall be applied separately, in the quantity specified, prior to the fertilizing and seeding operations. Not more than 220 pounds (100 kg) of lime shall be added to and mixed with each 100 gallons (380 liters) of water. Seed and fertilizer shall be mixed together in the relative proportions specified, but not more than a total of 220 pounds (100 kg) of these combined solids shall be added to and mixed with each 100 gallons (380 liters) of water.

All water used shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life. Brackish water shall not be used at any time. The Contractor shall identify to the Engineer all sources of water at least 2 weeks prior to use. The Engineer may take samples of the water at the source or from the tank at any time and have a laboratory test the samples for chemical and saline content. The Contractor shall not use any water from any source which is disapproved by the Engineer following such tests.

All mixtures shall be constantly agitated from the time they are mixed until they are finally applied to the seedbed. All such mixtures shall be used within 2 hours from the time they were mixed or they shall be wasted and disposed of at locations acceptable to the Engineer.

d. Spraying. Lime, if required, shall be sprayed only upon previously prepared seedbeds. After the applied lime mixture has dried, the lime shall be worked into the top 3 inches (8 cm), after which the seedbed shall again be properly graded and dressed to a smooth finish.

Mixtures of seed and fertilizer shall only be sprayed upon previously prepared seedbeds on which the lime, if required, shall already have been worked in. The mixtures shall be applied by means of a high-pressure spray which shall always be directed upward into the air so that the mixtures will fall to the ground like rain in a uniform spray. Nozzles or sprays shall never be directed toward the ground in such a manner as might produce erosion or runoff.

Particular care shall be exercised to insure that the application is made uniformly and at the prescribed rate and to guard against misses and overlapped areas. Proper predetermined quantities of the mixture in accordance with specifications shall be used to cover specified sections of known area. Checks on the rate and uniformity of application may be made by observing the degree of wetting of the ground or by distributing test sheets of paper or pans over the area at intervals and observing the quantity of material deposited thereon.

Surfaces are to be mulched as indicated by the plans or directed by the Engineer. Seed and fertilizer applied by the spray method need not be raked into the soil or rolled. However, on surfaces on which mulch is not to be used, the raking and rolling operations will be required after the soil has dried.

901-3.4 MAINTENANCE OF SEEDED AREAS. The Contractor shall protect seeded areas against traffic or other use by warning signs or barricades, as approved by the Engineer. Surfaces gullied or otherwise damaged following seeding shall be repaired by re-grading and reseeding as directed. The Contractor shall mow, water as directed, and otherwise maintain seeded areas in a satisfactory condition until final inspection and acceptance of the work.

When either the dry or wet application method outlined above is used for work done out of season, it will be required that the Contractor establish a good stand of grass of uniform color and density to the satisfaction of the Engineer. If at the time when the contract has been otherwise completed it is not possible to make an adequate determination of the color, density, and uniformity of such stand of grass, payment for the unaccepted portions of the areas seeded out of season will be withheld until such time as these requirements have been met.

METHOD OF MEASUREMENT

901-4.1 The quantity of seeding to be paid for shall be the number of units acres measured on the ground surface, completed and accepted.

BASIS OF PAYMENT

901-5.1 Payment shall be made at the contract unit price per acre or fraction thereof, which price and payment shall be full compensation for furnishing and placing all material and for all labor, equipment, tools, and incidentals necessary to complete the work prescribed in this item.

Payment will be made under:

Item T-901-5.1 Turfing (Seeding, Fertilizing and Mulching)—per acre

MATERIAL REQUIREMENTS

ASTM D 977 Emulsified Asphalt

Fed. Spec. JJJ-S-181B Agricultural Seeds

Fed. Spec. O-F-241D Commercial Mixed Fertilizer

END ITEM T-901

Modifications to Part 11

Lighting Installation

The standard specifications of Part 11, Lighting Installation, shall be modified and superseded as follows. The item section numbers shown correspond to the item and section numbers in the specifications.

Item L-101 Airport Rotating Beacons

Delete item in its entirety.

Item L-102 Hazard Beacons

Delete item in its entirety.

Item L-103 Airport Beacon Towers

Delete item in its entirety.

Item L-107 Airport 8-foot and 12-foot Wind Cones

Delete item in its entirety.

Item L-108 Underground Power Cable for Airports

1.1 Delete "and installing power cables direct buried" and "It includes excavation and backfill of trench for direct buried cables only".

2.4 a. Delete paragraph in its entirety.

2.4 b. Add "The heat shrinkable tubing for each L-823 connector shall consist of Raychem #ALK-L823 Airport Lighting Splice Kit (or approved equal). Splices permitted only at light fixtures, signs, or junction boxes."

2.4 c. Add "The heat shrinkable tubing for each L-823 connector shall consist of Raychem #ALK-L823 Airport Lighting Splice Kit (or approved equal). Splices permitted only at light fixtures, signs, or junction boxes."

2.4 d. Delete "Taped or "and add "contractor must use "SKV heat shrink factory kits" over taped splices if used on project".

3.3 Delete paragraphs 1, 2, and 3 in their entirety and add "Installation of Cable and Conduit in Trenches".

3.3 a. Delete first four sentences. Change "cable trenches" to "cable and conduit trenches" and change "18 inches" to "24 inches" in fifth sentence.

3.3 a.(1) Change "36" to "60".

3.3 a.(2) Change "cable depth" to "cable and conduit depth" and change "42 inches unless otherwise" to "60 inches unless a greater depth is otherwise".

3.3 a.(3) Add "minimum cable and conduit depth under a runway or taxiway, shall 60 inches unless a greater depth is otherwise specified".

3.3 Delete remainder of section.

3.4 Delete in its entirety.

3.5 a. Delete in its entirety.

3.5 b. Add "The heat shrinkable tubing for each L-823 connector shall consist of Raychem #ALK-L823 Airport Lighting Splice Kit (or approved equal). Splices permitted only at light fixtures, signs, or junction boxes."

3.5 c. Add "The heat shrinkable tubing for each L-823 connector shall consist of Raychem #ALK-L823 Airport Lighting Splice Kit (or approved equal). Splices permitted only at light fixtures, signs, or junction boxes."

3.5 d. Delete "Taped or" and delete "taped". Add "contractor must use "SKV heat shrink factory kits" over taped splices if used on project".

3.6 Add "The minimum size of bare copper counterpoise wire shall be No. 6 AWG." Change "welded to ground rods installed as shown on the plans but" to "welded to copper or copper-clad ground rods installed". Add "The ground rods shall be of the length and diameter specified in the plans, but in no case shall they be less than 10-feet long nor less than 3/4 inch diameter. Interior building grounding shall be securely attached using mechanical connections."

5.1 Delete all pay items in their entirety. Item shall be included with "S" pay items as noted.

Item L-109 Airport Transformer Vault and Vault Equipment

Delete item in its entirety.

Item L-110 Airport Underground Electrical Duct Banks and Conduits

1.1 Delete last two sentences.

2.3 b. Change "Schedule 40" to "Schedule 80".

2.7 Change "Schedule 40" to "Schedule 80".

3.1 Delete "Where under pavement, the top of the duct bank shall not be less than 18 inches below the subgrade." Add "No duct bank or underground conduit shall be less than 24 inches below finished grade. Where under pavement, the top of the conduit or duct bank shall not be less than 60 inches below finished grade or less than 18 inches below pavement subgrade, whichever is of greater depth."

3.7 Delete third, fourth, and fifth sentences.

4.2 Add "The quantity of 2" SCH 40 PVC conduit installed in earth completed and accepted, including trench and backfill with the designated material and to be paid for under this item shall be the number of linear feet installed including all excavation, backfilling, restoration, measured in place, complete and accepted."

4.3 Add "The quantity of 4" SCH 80 PVC conduit installed in earth and to be paid for under this item shall be the number of linear feet installed as measured between pits including all excavation, backfilling, restoration, counterpoise lashed to exterior of conduit, measured in place, complete and accepted."

4.4 Add "The quantity of Type I junction boxes to be paid for under this item shall consist of the number of junction boxes constructed using a Quazite box with heavy duty cover, a 3/4 X 10' ground rod for grounding of the counterpoise conductors, a concrete apron and all required 4"

SCH 80 PVC between the existing installed 4" SCH 80 PVC ducts and the duct junction box, in accordance with the detail shown in the plans including all excavation, backfilling and restoration, in place, complete and accepted."

4.5 The quantity of Type II duct junction boxes to be paid for under this item shall consist of the number of duct junction boxes constructed using a type L-867 class 1 size D light base with solid steel cover and a concrete apron in accordance with the detail shown in the plans including all excavation, backfilling and restoration, in place, complete and accepted.

5.1 Delete pay items in their entirety. Items shall be included in "S" pay items as noted.

Item L-115 Electrical Manholes and Junction Structures

Delete item in its entirety.

Item L-119 Airport Obstruction Lights

Delete item in its entirety.

END OF ITEM PART 11-MOD

Part 11 – Lighting Installation

Item L-101 Airport Rotating Beacons

DESCRIPTION

101-1.1 This item shall consist of furnishing and installing airport rotating beacons. This work shall include the mounting, leveling, wiring, painting, servicing, and testing of the beacon and all materials and incidentals necessary to place the beacons in operating condition as a completed unit to the satisfaction of the Engineer. This item shall include a mounting platform if specified in the plans.

EQUIPMENT AND MATERIALS

101-2.1 GENERAL.

- a.** Airport lighting equipment and materials covered by Federal Aviation Administration (FAA) specifications shall be certified and listed under Advisory Circular (AC) 150/5345-53, Airport Lighting Equipment Certification Program.
- b.** All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the Engineer.
- c.** Manufacturer's certifications shall not relieve the Contractor of the Contractor's responsibility to provide materials in accordance with these specifications and acceptable to the Engineer. Materials supplied and/or installed that do not materially comply with these specifications shall be removed, when directed by the Engineer and replaced with materials, which do comply with these specifications, at the sole cost of the Contractor.
- d.** All materials and equipment used to construct this item shall be submitted to the Engineer for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components or electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be boldly and clearly made with arrows or circles (highlighting is not acceptable). Contractor is solely responsible for delays in project accruing directly or indirectly from late submissions or resubmissions of submittals.
- e.** The data submitted shall be sufficient, in the opinion of the Engineer, to determine compliance with the Contract Documents plans and specifications. [The Contractor's submittals shall be neatly bound in a properly sized 3-ring binder, tabbed by specification section.] The Engineer reserves the right to reject any and all equipment, materials or procedures, which, in the Engineer's opinion, does not meet the system design and the standards and codes, specified herein.

f. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least [twelve (12) months] from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

101-2.2 BEACON. The beacon shall meet the requirements of AC 150/5345-12, Specification for Airport and Heliport Beacons.

101-2.3 PANEL BOARDS AND BREAKERS. Panel boards and breakers shall conform to the requirements of Fed. Spec. W-P-115.

101-2.4 WEATHERPROOF CABINETS. The weatherproof cabinets shall conform to National Electrical Manufacturers Association Standards and shall be constructed of steel not less than No. 16 USS gauge.

101-2.5 WIRE. Wire in conduit rated up to 5,000 volts shall conform to AC 150/5345-7, Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits for Rubber Insulated Neoprene Covered Wire, or Fed. Spec. J-C-30, Type RHW, for rubber insulated fibrous covered wire. For ratings up to 600 volts, the thermoplastic wire conforming to Fed. Spec. J-C-30, Types TW, THW, and THWN, shall be used. The wires shall be of the type, size, number of conductors, and voltage shown in the plans or in the proposal.

101-2.6 CONDUIT. Rigid steel conduit and fittings shall conform to the requirements of Underwriters Laboratories Standard 6, 514, and 1242.

101-2.7 PAINT.

a. Priming paint for ungalvanized metal surfaces shall be a high solids alkyd primer conforming to TT-P-664D.

b. Priming paint for galvanized metal surfaces shall be zinc dust-zinc oxide primer paint conforming to MIL-DTL-24441/19B. If necessary, add not more than ½ pint (0.06 liter) of turpentine to each gallon (liter).

c. Orange paint for the body and the finish coats on metal and wood surfaces shall consist of a ready-mixed non-fading paint meeting the requirements of Fed. Spec. TT-E-489. The color shall be in accordance with Federal Standard 595, Aviation Gloss Orange Number 12197.

d. White paint for body and finish coats on metal and wood surfaces shall be ready-mixed paint conforming to the Master Painter's Institute, Reference #9, Exterior Alkyd, Gloss, VOC Range E2.

e. Priming paint for wood surfaces shall be mixed on the job by thinning the above-specified orange or white paint with ½ pint (0.06 mm) of raw linseed oil to each gallon (liter).

CONSTRUCTION METHODS

101-3.1. PLACING THE BEACON. The beacon shall be mounted on a beacon tower, platform, or building roof as shown in the plans.

101-3.2 HOISTING AND MOUNTING. The beacon shall be hoisted to the mounting platform by using suitable slings and hoisting tackle. Before fastening the beacon to the mounting platform, the mounting holes shall be checked for correct spacing. Beacon base or mounting legs shall not be strained or forced out of position to fit incorrect spacing of mounting holes. The beacon base shall be raised first, set in position, and bolted in place. The drum shall then be raised and assembled to the base.

101-3.3 LEVELING. After the beacon has been mounted in place, it shall be accurately leveled following manufacturer's instructions. The leveling shall be checked in the presence of the Engineer and shall be to the Engineer's satisfaction.

101-3.4 SERVICING. Before placing the beacon in operation, the Contractor shall check the manufacturer's manual for proper servicing requirements. Follow the manufacturer's servicing requirements for each size beacon.

101-3.5 BEAM ADJUSTMENT. After the beacon has been mounted and leveled, the elevation of the beams shall be adjusted. The final beam adjustments shall be made at night so that results can be readily observed. The beams shall be adjusted to the elevation directed by the Engineer or as shown in the plans, except that, in no case shall the elevation of the beams be less than 2 degrees above the horizontal.

101-3.6 BEACON MOUNTING PLATFORM. Where the beacon is to be mounted at a location other than the beacon tower and where a special mounting platform is required, the construction of this mounting platform and any necessary lightning protection equipment shall be in accordance with the details shown in the plans.

101-3.7 WIRING. The Contractor shall furnish all necessary labor and materials and shall make complete above ground electrical connections in accordance with the wiring diagram furnished with the project plans. The electrical installation shall conform to the requirements of the latest edition of National Fire Protection Association, NFPA-70, National Electric Code.

Copies of the National Electric Code may be obtained from the National Fire Protection Associations, Inc., One Batterymarch Park, Quincy, Massachusetts 02269.

If underground cable for the power feed from the transformer vault to the beacon site and duct for this cable installation is required, the cable, ground rods and duct shall be installed in accordance with and paid for as described in Item L-108, Underground Power Cable for Airports, and Item L-110, Airport Underground Electrical Duct Banks and Conduit.

Unless otherwise specified, the Contractor shall connect the tell-tale relay mechanism in the beacon to energize the tower obstruction light circuit when failure of the beacon service (primary) lamp occurs.

If lightning protection is specified in the plans or proposal as a part of this item, it shall be installed in accordance with 103-2.3 in Item L-103, Airport Beacon Towers.

101-3.8 PANEL AND CABINET. Unless otherwise specified, the Contractor shall furnish and install at the top of the beacon tower or mounting platform a circuit-breaker panel consisting of four 15-ampere breakers mounted in a weather-proof cabinet to provide separate protection for the circuits to the beacon lamps, motor, obstruction lights, and other equipment. The cabinet shall be located on the side of the beacon platform, as directed by the Engineer.

101-3.9 CONDUIT. All exposed wiring shall be run in not less than ¾ in (19 mm) galvanized rigid steel conduit. No conduit shall be installed on top of a beacon platform floor. All conduit shall be installed to provide for drainage. If mounted on a steel beacon tower, the conduit shall be fastened to the tower members with “wraplock” straps, clamps, or approved fasteners, spaced approximately 5 feet (150 cm) apart. The conduit shall be fastened to wooden structures with galvanized pipe straps and with galvanized wood screws not less than No. 8 or less than 1-¼ in (31 mm) long. There shall be at least two fastenings for each 10 ft (3 m) length.

101-3.10 BOOSTER TRANSFORMER. If shown in the plans or specified in job specifications, a booster transformer to compensate for voltage drop to the beacon shall be installed in a suitable weatherproof housing under or on the tower platform or at the base of the tower. The installation shall be as indicated in the plans and described in the proposal. If the booster transformer is required for installation remote from the beacon, it shall be installed in accordance with and paid for [].

101-3.11 PHOTOELECTRIC CONTROL. If shown in the plans or specified in job specifications, the Contractor shall furnish and install an automatic control switch at the location indicated in the plans. The switch shall be a photoelectric type. It shall be a standard commercially available unit that will energize when the northern sky illuminance falls below 60 foot candles (645.8 lux) but before reaching a level of 35 foot candles (367.7 lux). The photoelectric switch should de-energize when the northern sky illuminance rises to a level of not more than 60 foot candles (645.9 lux). It shall be installed, connected, and adjusted in accordance with the manufacturer’s instructions.

101-3.12 OBSTRUCTION LIGHTS. Unless otherwise specified, the Contractor shall install on the top of the beacon tower or mounting platform two L-810 obstruction lights on opposite corners. These lights shall be mounted on conduit extensions to a height of not less than 4 in (100 mm) above the top of the beacon. They shall be connected in series into the tell-tale circuit with the necessary relay and wiring connections.

101-3.13 PAINTING. If construction of a wooden mounting platform is stipulated in the proposal as part of this item, all wooden parts of the platform shall be given one priming coat of white or aviation-orange paint after fabrication but before erection and one body and one finish coat of aviation-orange paint after erection. Steel mounting platforms shall be given one priming coat of corrosion-inhibiting primer before erection and one body and one finish coat of aviation-orange paint after erection. All equipment installed under this contract and exposed to the weather shall be given one body and one finish coat of aviation-orange or white paint as required. This shall include beacon (except glass surfaces), beacon base, breaker cabinet, all conduit, and transformer cases. It shall not include air terminals or obstruction light globes.

The paint shall be applied uniformly in the proper consistency by skilled painters. The finished paint shall be free from sags, holidays, and smears. Each coat of paint shall be given ample time to dry and harden before the next coat of paint is applied. A minimum of 3 days shall be allowed for drying on wood surfaces, and a minimum of 4 days shall be allowed for drying on metal surfaces. Painting shall not be done in cold, damp, foggy, dusty, or frosty atmospheres, or when air temperature is below 40° F (4° C), nor started when the weather forecast indicates such conditions for the day.

All surfaces shall be cleaned before painting. The surfaces shall be dry and free from scale, grease, rust, dust, and dirt when paint is applied. All knots in wood surfaces shall be covered with shellac immediately before applying the priming coat of paint. Nail holes and permissible imperfections shall be filled with putty. The ready-mixed paint shall be thinned for the priming and body coats in accordance with the manufacturer’s recommendations. In the absence of such recommendations, the following shall apply:

a. Body coats (for both wood and steel surfaces) - add ½ pint (0.06 liter) of turpentine to each gallon (liter) of ready-mixed paint for body coats.

b. Finish coats (for both wood and steel surfaces) the ready-mixed paint shall be used as it comes from the container for finish coats.

101-3.14 TESTING. The installation shall be fully tested in operation as a completed unit prior to acceptance. These tests shall include operation of the lamp-changer operation and taking megger and voltage readings. The insulation resistance to ground of the beacon supply circuit shall be not less than 50 megohms. Testing equipment shall be furnished by the Contractor. Tests shall be conducted in the presence of the Engineer and shall be to the Engineer's satisfaction.

METHOD OF MEASUREMENT

No separate Method or Measurement for Payment.

MATERIAL REQUIREMENTS

AC 150/5345-7	Specification for L-824 Underground Cable for Airport Lighting Circuits
AC 150/5345-12	Specification for Airport and Heliport Beacons
FED SPEC J-C-30	Cable and Wire, Electrical (Power, Fixed Installation) (cancelled; replaced by A-A-59544 Cable and Wire, Electrical (Power, Fixed Installation))
FED SPEC TT-E-489	Enamel, Alkyd, Gloss, Low VOC Content
FED SPEC TT-P-664D	Primer Coating, Alkyd, Corrosion-Inhibiting, Lead and Chromate Free, VOC-Compliant
FED SPEC W-P-115	Panel, Power Distribution
FED STD 595	Colors Used in Government Procurement
MIL-P-24441/19B	Paint, Epoxy-Polyamide, Zinc Primer, Formula 159, Type III
Underwriters Laboratories Standard 6	Rigid Metal Conduit
Underwriters Laboratories	Fittings for Conduit and Outlet Boxes

Standard 514

Underwriters Laboratories
Standard 1242

Intermediate Metal Conduit

NFPA-70

National Electric Code

NFPA-780

Standard for the Installation of Lightning Protection Systems

Master Painter's Institute

END OF ITEM L-101

Item L-102 Hazard Beacons

DESCRIPTION

102-1.1 This item shall consist of furnishing and installing a hazard flashing beacon in accordance with these specifications. This work shall include the mounting, leveling, wiring, servicing, painting, and testing of the beacon and all materials and incidentals necessary to place it in operating condition as a completed unit to the satisfaction of the Engineer. This item shall include a mounting platform if specified in the plans.

EQUIPMENT AND MATERIALS

102-2.1 GENERAL.

a. Airport lighting equipment and materials covered by Federal Aviation Administration (FAA) specifications shall be certified and listed under Advisory Circular (AC) 150/5345-53, Airport Lighting Equipment Certification Program.

b. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification, when requested by the Engineer.

c. Manufacturer's certifications shall not relieve the Contractor of the Contractor's responsibility to provide materials in accordance with these specifications and acceptable to the Engineer. Materials supplied and/or installed that do not materially comply with these specifications shall be removed, when directed by the Engineer and replaced with materials, which do comply with these specifications, at the sole cost of the Contractor.

d. All materials and equipment used to construct this item shall be submitted to the Engineer for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be boldly and clearly made with arrows or circles (highlighting is not acceptable). Contractor is solely responsible for delays in project accruing directly or indirectly from late submissions or resubmissions of submittals.

e. The data submitted shall be sufficient, in the opinion of the Engineer, to determine compliance with the plans and specifications. [The Contractor's submittals shall be neatly bound in a properly sized 3-ring binder, tabbed by specification section.] The Engineer reserves the right to reject any and all equipment, materials or procedures, which, in the Engineer's opinion, does not meet the system design and the standards and codes, specified herein.

f. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least [twelve (12) months] from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

102-2. BEACON. The beacon shall conform to the requirements of AC 150/5345-43, Specification for Obstruction Lighting Equipment.

102-2.3 PANEL BOARDS AND BREAKERS. Panel boards and breakers shall conform to the requirements of Fed. Spec. W-P-115.

102-2.4 WEATHERPROOF CABINETS. Weatherproof cabinets shall conform to National Electrical Manufacturers Association Standards and shall be constructed of steel not less than No. 16 USS gauge.

102-2.5 WIRE. Wire in conduit rated up to 5,000 volts shall conform to AC 150/5345-7, Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits for Rubber Insulated Neoprene Covered Wire, or Fed. Spec. J-C 30, Type RHW, for rubber insulated fibrous covered wire. For ratings up to 600 volts, thermoplastic wire conforming to Fed. Spec. J-C-30, Types TW, THW, and THWN shall be used. The wires shall be of the type, size, number of conductors, and voltage shown in the plans or in the proposal.

102-2.6 CONDUIT. Rigid steel conduit and fittings shall conform to the requirements of Underwriters Laboratories Standard 6, 514, and 1242.

102-2.7 PAINT

a. Priming paint for ungalvanized metal surfaces shall be a high solids alkyd primer conforming to TT-P-664D.

b. Priming paint for galvanized metal surfaces shall be zinc dust-zinc oxide primer paint, conforming to MIL-DTL-24441/19B. If necessary, add not more than ½ pint (0.06 liters) of turpentine to each gallon (liter).

c. Orange paint for the body and the finish coats on metal and wood surfaces shall consist of a ready-mixed non-fading paint meeting the requirements of Fed. Spec. TT-E-489. The color shall be in accordance with Federal Standards 595, Aviation Gloss Orange Number 12197.

d. White paint for body and finish coats on metal and wood surfaces shall be ready-mixed paint conforming to the Master Painter's Institute, Reference #9, Exterior Alkyd, Gloss, VOC Range E2.

e. Priming paint for wood surfaces shall be mixed on the job by thinning the above specified orange or white paint by adding ½ pint (0.06 liters) of raw linseed oil to each gallon (liter).

102-2.8 FLASHER. The beacon flasher shall be a standard commercially available unit designed for the service intended. The mechanism in the flasher shall be designed to flash not more than 40 and not less than 12 flashes per minute. The flashing switch shall be of the mercury contact-type encapsulated in nonbreakable plastic. The entire unit shall be housed in a weatherproof cabinet.

CONSTRUCTION METHODS

102-3.1 PLACING THE BEACON. The beacon shall be mounted on a beacon tower, platform, building roof, or on a pole as shown in the plans.

102-3.2 MOUNTING AND LEVELING. The support to which the beacon is fastened shall be accurately leveled before mounting the beacon.

102-3.3 FLASHER. If shown in plans or specified in job specifications, a separate flashing mechanism for the beacon shall be installed adjacent or near the beacon. The mechanism in this flasher shall be designed to flash not more than 40 and not less than 12 flashes per minute.

102-3.4 MOUNTING PLATFORM. If shown in plans or specified in job specifications, the Contractor shall construct a special mounting platform for the beacon, flasher, and incidental equipment. Design and

materials for the special platform shall be as shown in the plans. This mounting platform may be constructed on top of a steel beacon tower, or wood pole if specified, and shall be as shown in the plans.

102-3.5 WIRING. The Contractor shall furnish all necessary labor and materials and shall make complete aboveground electrical connections in accordance with the wiring diagram furnished with the project plans. The electrical installation shall conform to the requirements of the latest edition of National Fire Protection Association, NFPA-70, National Electric Code.

If underground cable for the power feed from the transformer vault to the beacon site and duct for the installation of this cable is required, the cable, ground rods and duct shall be installed in accordance with and paid for as described in Item L-108, Underground Power Cable for Airports, and Item L-110, Airport Underground Electrical Duct Banks and Conduit.

If lightning protection is specified in the plans or proposals as a part of this item, it shall be in accordance with Item L-103, Airport Beacon Towers, paragraphs 103-2.3.

102-3.6 PANEL AND CABINET. If shown in plans or specified in job specifications, the Contractor shall furnish and install a circuit breaker panel. The panel shall be of the type and rating indicated in the plans, and it shall be mounted in a weatherproof cabinet. The cabinet shall be located near the beacon or as directed by the Engineer.

102-3.7 CONDUIT. All exposed wiring shall be run in not less than $\frac{3}{4}$ in (19 mm) galvanized rigid steel conduit. No conduit shall be installed on top of a beacon platform floor. All conduit shall be installed to provide for drainage. If mounted on a steel beacon tower, the conduit shall be fastened to the tower members with "wraplock" straps, clamps, or approved fasteners spaced approximately 5 feet (150 cm) apart. Conduit shall be attached to wooden structures with galvanized pipe straps and fastened with galvanized wood screws not less than No. 8 or less than $1\frac{1}{4}$ in (31 mm) long. There shall be at least two fastenings for each 10 ft (3 m) length.

102-3.8 BOOSTER TRANSFORMERS. If shown in plans or specified in job specifications, a booster transformer to compensate for voltage drop to the beacon shall be installed in a suitable weatherproof housing under or on the tower platform or at the base of the tower or pole. The installation shall be as indicated in the plans and described in the proposal. If the booster transformer is required for installation remotely from the beacon, it shall be installed in accordance with and paid for [].

102-3.9 PHOTOELECTRIC CONTROL. If shown in plans or specified in job specifications, the Contractor shall furnish and install an automatic control switch at the location indicated in the plans. This switch shall be a photoelectric type. It shall be a standard commercially available unit that will energize when the northern sky illuminance falls below 60 foot candles (645.8 lux) but before reaching a level of 35 foot candles (367.7 lux). The photoelectric switch should de-energize when the northern sky illuminance rises to a level of not more than 60 foot candles (645.9 lux). It shall be installed, connected, and adjusted in accordance with the manufacturer's instruction.

102-3.10 PAINTING. Wood poles and wooden parts of mounting platforms shall be given one priming coat of white or aviation-orange paint after fabrication but before erection and one body and one finish coat of aviation-orange paint after erection. Steel mounting platforms shall be given one priming coat of corrosion-inhibiting primer before erection and one body and one finish coat of aviation-orange paint after erection. All equipment under this contract and exposed to the weather shall be given one body and one finish coat of aviation-orange or white paint as required. This shall include beacon (except glass surfaces), breaker cabinet, and all conduit and transformer cases. It shall not include air terminals.

The paint shall be applied uniformly in the proper consistency by skilled painters. The finished paint shall be free from sags, holidays, and smears. Each coat of paint shall be given ample time to dry and harden before the next coat of paint is applied. A minimum of 3 days shall be allowed for drying on wood

surfaces and a minimum of 4 days shall be allowed for drying on metal surfaces. Painting shall not be done in cold, damp, foggy, dusty, or frosty atmospheres, or when air temperature is below 40° F (4° C), nor started when the weather forecast indicates such conditions for the day.

All surfaces shall be cleaned before painting. The surfaces shall be dry and free from scale, grease, rust, dust, and dirt when paint is applied. All knots in wood surfaces shall be covered with shellac immediately before applying the priming coat of paint. Nail holes and permissible imperfections shall be filled with putty.

The ready-mixed paint shall be thinned for the priming and body coats in accordance with the manufacturer's recommendations. In the absence of such recommendations, the following shall apply:

a. Body coats (for both wood and steel surfaces) - add ½ pint (0.06 liters) of turpentine to each gallon (liter) of ready-mixed paint for body coats.

b. Finish coats (for both wood and steel surfaces) - the ready-mixed paint shall be used as it comes from the container for finish coats.

102-3.11 TESTING. The installation shall be tested in operation as a completed unit prior to acceptance. Tests shall include taking megger and voltage readings. The voltage tolerance for testing shall be as specified by the beacon manufacturer. Testing equipment shall be furnished by the Contractor. The insulation resistance to ground of the beacon supply circuit shall be not less than 50 megohms when measured ungrounded.

Tests shall be conducted in the presence of the Engineer and shall be to the Engineer's satisfaction.

METHOD OF MEASUREMENT

No separate Method or Measurement for Payment.

MATERIAL REQUIREMENTS

AC 150/5345-7	Specification For L-824 for Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-43	Specification for Obstruction Lighting Equipment
FED SPEC J-C-30	Cable and Wire, Electrical (Power, Fixed Installation) (cancelled; replaced by AA-59544 Cable and Wire, Electrical (Power, Fixed Installation))

FED SPEC TT-E-489	Enamel, Alkyd, Gloss, Low VOC Content
FED SPEC TT-P-664D	Primer Coating, Alkyd, Corrosion-Inhibiting, Lead and Chromate Free, VOC-Compliant
MIL-DTL-24441/19B	Paint, Epoxy-Polyamide, Zinc Primer, Formula 159, Type III
FED SPEC W-P-115	Panel, Power Distribution
FED STD 595	Colors Used in Government Procurement
Underwriters Laboratories Standard 6	Rigid Metal Conduit
Underwriters Laboratories Standard 514	Fittings for Conduit and Outlet Boxes
Underwriters Laboratories Standard 1242	Intermediate Metal Conduit
NFPA-70	National Electric Code
NFPA-780	Standard for the Installation of Lightning Protection Systems
Master Painter's Institute	

END OF ITEM L-102

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Item L-103 Airport Beacon Towers

DESCRIPTION

103-1.1 This item shall consist of furnishing and installing an airport beacon tower of the type shown in the plans, in accordance with these specifications. This work shall include the clearing of the site, erection of the tower, installation of lightning protection, painting, and all incidentals necessary to place it in operating condition as a completed unit to the satisfaction of the Engineer.

EQUIPMENT AND MATERIALS

103-2.1 GENERAL.

a. All equipment and materials covered by referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the Engineer.

b. Manufacturer's certifications shall not relieve the Contractor of the Contractor's responsibility to provide materials in accordance with these specifications and acceptable to the Engineer. Materials supplied and/or installed that do not materially comply with these specifications shall be removed, when directed by the Engineer and replaced with materials, which do comply with these specifications, at the sole cost of the Contractor.

c. All materials and equipment used to construct this item shall be submitted to the Engineer for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be boldly and clearly made with arrows or circles (highlighting is not acceptable). Contractor is solely responsible for delays in project accruing directly or indirectly from late submissions or resubmissions of submittals.

d. The data submitted shall be sufficient, in the opinion of the Engineer, to determine compliance with the plans and specifications. [The Contractor's submittals shall be neatly bound in a properly sized 3-ring binder, tabbed by specification section.] The Engineer reserves the right to reject any and all equipment, materials or procedures, which, in the Engineer's opinion, does not meet the system design and the standards and codes, specified herein.

e. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least [twelve (12) months] from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

103-2.2 TOWER. The beacon tower shall conform to the requirements of Advisory Circular (AC) 150/5340-30, Design and Installation Details for Airport Visual Aids, Chapter 6.

103-2.3 LIGHTNING PROTECTION. Lightning protection shall comply with NFPA-780, Standard for the Installation of Lightning Protection Systems. All materials shall comply with Class II requirements regardless of tower height. Ground rods and underground cables shall be installed in accordance with and paid for as described in Item L-108, Underground Power Cable for Airports.

103-2.4 PAINT.

a. Priming paint for galvanized steel towers shall be zinc dust-zinc oxide primer paint conforming to MIL-DTL-24441/19B. If necessary, add not more than 1/2 pint (0.06 liter) of turpentine to each gallon (liter).

b. Priming paint for ungalvanized steel towers shall be a high solids alkyd primer conforming to the Master Painter's Institute, Reference #9, Exterior Alkyd, Gloss, VOC Range E2.

c. Orange paint for the body and finished coats on metal and wood surfaces shall consist of a ready-mixed non-fading paint meeting the requirements of Fed. Spec. TT-E-489. The color shall be in accordance with Federal Standard 595, Aviation Gloss Orange Number 12197.

d. White paint for steel tower shall be ready-mixed paint conforming to Commercial Item Description A-A-3067.

CONSTRUCTION METHODS

103-3.1 CLEARING AND GRADING. The site on which the beacon tower is to be erected shall be cleared and leveled. All trees and brush shall be removed from the area within a distance of 25 feet (7.5 m) from the tower or as called for in the plans. Stumps shall be removed to a depth of 18 in (45 cm) below finished grade and the excavation filled with earth and tamped. If a transformer vault or other structure is included as part of the installation, the area shall be cleared to a distance of 25 feet (7.5 m) from these structures. The ground near the tower shall be leveled to permit the operation of mowing machines. The leveling shall extend at least 2 feet (60 cm) outside the tower legs. All debris removed from the tower site shall be disposed of by the Contractor to the satisfaction of the Engineer and in accordance with Federal, state, or local regulations.

103-3.2 EXCAVATION AND FILL. Excavation for the tower footings shall be carried to a minimum of 4 in (100 mm) below the footing depth. The excess excavation below the footing depth shall then be backfilled with gravel or crushed stone and compacted to the required level. The footing plates shall be installed, and a thickness of not less than 18 in (45 cm) of the same gravel or crushed stone shall be placed immediately above the footing plates in layers of not over 6 in (150 mm). Each layer above the footing plates shall be thoroughly tamped in place. The remainder of the backfill may be of excavated earth placed in layers not to exceed 6 in (150 mm). Each layer shall be thoroughly compacted by tamping.

Where solid rock is encountered, which prevents the carrying of the foundation legs to the required depth but which is of sufficient strength to use holddown bolts, the tower anchor posts shall be cut off at the required length and the holddown bolts shall be installed as indicated in the plans with the approval of the Engineer. Each tower leg shall be anchored to the rock by means of two 7/8 in (21 mm) diameter by 3 ft (90 cm) long expansion or split bolts and shall be grouted with neat Portland cement into holes drilled into the natural rock. Except as required for rock foundations, the footing members shall not be cut off or shortened. If excavated material is of such character that it will not readily compact when backfilled, the Engineer may order the excavation backfilled with concrete or other suitable material.

The concrete footing for tubular beacon towers shall be installed in accordance with the manufacturer's recommendations. Portions of the footing in the topsoil layer shall not be included in the footing height.

103-3.3 ERECTION. Detail erection drawings furnished by the manufacturer shall be strictly followed during construction. All towers shall be erected in sections from the ground up unless otherwise specified. In final assembly, all bolts and fastenings shall be installed, and the structure shall be plumb, true, square, and level. Nuts shall be taken up to a firm bearing after which the bolts shall, if necessary, be cut to proper length to protrude three full threads. Approved locknuts shall be placed on each bolt over the regular nut. Ladder bolts shall be inserted with the head to the outer face of the tower. Diagonal, leg, and handrail bolts shall be installed with nuts on the outer face of the tower, unless otherwise specified. Bent parts shall be straightened before erection without damage to the protective coating. Surfaces abraded or bared of protective coating shall be painted with the proper priming paint as specified in these specifications.

The Contractor shall install the ladder on the side of the tower adjacent to the driveway or most accessible approach to the tower. Tubular beacon towers shall be erected in accordance with the manufacturer's recommendations. The safety cable shall be located on the side of the tower adjacent to the driveway or most accessible approach to the tower.

103-3.4 LIGHTNING PROTECTION. The Contractor shall furnish and install an air terminal, down conductor, and at least one ground plate or rod for each beacon tower or as indicated in the plans. The air terminal shall be installed at the top of the tower with the tip of the rod extending not less than 6 in (150 mm) above the top of the beacon.

Down-conductor cables shall be securely fastened to the surface of the tower leg at 5 ft (150 cm) intervals with suitable bronze fasteners having bronze or noncorrosive metal bolts. Sharp turns or bends in the down conductor will not be permitted.

All connections of cable to cable, cable to air terminals, and cable to ground plates or rods shall be made with solderless connectors or noncorrosive metal approved by the engineer and shall be of substantial construction.

The down-conductor cable shall be securely attached to ground rods or plates placed at least 2 feet (60 cm) away from the tower foundations. The ground rod shall be driven into the ground so that the top is at least 6 in (150 mm) below grade. The down-conductor shall be firmly attached to the ground plate or rod by means of a ground connector or clamp. Plates shall be embedded in the area of permanent moisture.

The complete lightning protection installation shall be accomplished to the satisfaction of the Engineer. The resistance to ground of any part of the lightning protection system shall not exceed 25 ohms.

103-3.5 PAINTING. The Contractor shall furnish all materials and labor for painting the beacon tower. The color scheme for the steel tower shall be as shown in the plans.

a. Parts to be Painted. Tower parts (except those parts to be exposed to earth) shall not be treated or primed before erection. All tower parts placed below ground level or within 12 in (300 mm) above ground level shall be given two coats of approved bituminous paint.

The paint shall be applied uniformly in the proper consistency by skilled painters. The finished paint shall be free from sags, holidays, and smears. Division lines between colors shall be sharply defined. Each coat of paint shall be given ample time to dry and harden before the next coat is applied. A minimum of 4 days shall be allowed for drying on metal surfaces. Painting shall not be done in cold, damp, foggy, dusty, or frosty atmospheres, or when air temperature is below 40° F (4° C), nor started when the weather forecast indicates such conditions for the day.

All surfaces shall be cleaned before painting. The surfaces shall be dry and free from scale, grease, rust, dust, and dirt when paint is applied.

The number of coats of paint applied shall be in accordance with the following instructions:

b. Steel Towers, Galvanized. One priming coat of zinc dust-zinc oxide primer after erection and one body and one finish of white or orange paint (as required by the color scheme) shall be applied after erection.

c. Steel Towers, Not Galvanized. One priming coat of corrosion-inhibiting primer and one body and one finish coat of white or orange paint (as required by the color scheme) shall be applied after erection.

The above specified orange and white ready-mixed paints shall be thinned for the body coats in accordance with the manufacturer's recommendations. In the absence of such recommendations, the following shall apply:

d. Body Coats. Add not more than 1/2 pint (0.06 liters) of turpentine to each gallon (liter) of ready-mixed paint for body coats.

e. Finish Coats. The ready-mixed paint shall be used as it comes from the container for finish coats.

METHOD OF MEASUREMENT

No separate Method or Measurement for Payment

MATERIAL REQUIREMENTS

AC 150/5340-30	Design and Installation Details for Airport Visual Aids
FED SPEC TT-E-489	Enamel, Alkyd, Gloss, Low VOC Content
FED STD 595	Colors Used in Government Procurement
MIL-DTL-24441/19B	Paint, Epoxy-Polyamide, Zinc Primer, Formula 159, Type III
NFPA-780	Standard for the Installation of Lightning Protection Systems
Master Painter's Institute	

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Item L-107 Airport 8-Foot and 12-Foot Wind Cones

DESCRIPTION

107-1.1 This item shall consist of furnishing and installing an airport wind cone in accordance with these specifications and in accordance with the dimensions, design, and details shown in the plans.

The work shall include the furnishing and installation of a support for mounting the wind cone, the specified wire, and a concrete foundation. The item shall also include all cable connections, conduit and conduit fittings, the furnishing and installation of all lamps, ground rod and ground connection, the testing of the installation, and all incidentals necessary to place the wind cone in operation as a completed unit to the satisfaction of the Engineer.

EQUIPMENT AND MATERIALS

107-2.1 GENERAL.

a. Airport lighting equipment and materials covered by Federal Aviation Administration (FAA) specifications shall be certified and listed under Advisory Circular (AC) 150/5345-53, Airport Lighting Equipment Certification Program.

b. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the Engineer.

c. Manufacturer's certifications shall not relieve the Contractor of the Contractor's responsibility to provide materials in accordance with these specifications and acceptable to the Engineer. Materials supplied and/or installed that do not materially comply with these specifications shall be removed, when directed by the Engineer and replaced with materials, which do comply with these specifications, at the sole cost of the Contractor.

d. All materials and equipment used to construct this item shall be submitted to the Engineer for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be boldly and clearly made with arrows or circles (highlighting is not acceptable). Contractor is solely responsible for delays in project accruing directly or indirectly from late submissions or resubmissions of submittals.

e. The data submitted shall be sufficient, in the opinion of the Engineer, to determine compliance with the plans and specifications. [The Contractor's submittals shall be neatly bound in a properly sized 3-ring binder, tabbed by specification section.] The Engineer reserves the right to reject any and all equipment, materials or procedures, which, in the Engineer's opinion, does not meet the system design and the standards and codes, specified herein.

f. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least [twelve (12) months] from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

107-2.2 WIND CONES. The 8-foot (240 cm) and 12-foot (3.5 m) wind cones and assemblies shall conform to the requirements of AC 150/5345-27, Specification for Wind Cone Assemblies.

107-2.3 WIRE. Wire in conduit rated up to 5,000 volts shall conform to AC 150/5345-7, Specification for L-824 Underground Cable for Airport Lighting Circuits for Rubber Insulated Neoprene Covered Wire, or Fed. Spec. J-C-30, Type RHW, for rubber insulated fibrous covered wire. For ratings up to 600 volts, thermoplastic wire conforming to Fed. Spec. J-C-30, Types TW, THW, and THWN, shall be used. The wires shall be of the type, size, number of conductors, and voltage shown in the plans or in the proposal.

107-2.4 CONDUIT. Rigid steel conduit and fittings shall conform to the requirements of Underwriters Laboratories Standard 6, 514, and 1242.

107-2.5 PLASTIC CONDUIT (for use below grade only). Plastic conduit and fittings shall conform to the requirements of Fed. Spec. W--C-1094 and Underwriters Laboratories Standards UL-651 and shall be one of the following, as shown in the plans:

- a. Type I—Schedule 40 PVC suitable for underground use either direct-buried or encased in concrete.
- b. Type II—Schedule 40 PVC suitable for either above ground or underground use.

Plastic conduit adhesive shall be a solvent cement manufactured specifically for the purpose of gluing the specific type of plastic conduit and fitting.

107-2.6 CONCRETE. The concrete for foundations shall be proportioned, placed, and cured in accordance with Item P-610, Structural Portland Cement Concrete.

107-2.7 PAINT.

- a. Priming paint for ungalvanized metal surfaces shall be a high solids alkyd primer conforming to TT-P-664D.
- b. Priming paint for galvanized metal surfaces shall be zinc dust-zinc oxide primer paint conforming to MIL-DTL-24441/19B. If necessary, add not more than ½ pint (0.06 liter) of turpentine to each gallon (liter).
- c. Orange paint for the body and the finish coats on metal and wood surfaces shall consist of a ready-mixed non-fading paint meeting the requirements of Fed. Spec. TT-E-489. The color shall be in accordance with Federal Standards 595, Aviation Gloss Orange Number 12197.
- d. White paint for body and finish coats on metal and wood surfaces shall be ready-mixed paint conforming to the Master Painter's Institute, Reference #9, Exterior Alkyd, Gloss, VOC Range E2.
- e. Priming paint for wood surfaces shall be mixed on the job by thinning the above specified aviation-orange or white paint by adding ½ pint (0.06 liter) of raw linseed oil to each gallon (liter).

CONSTRUCTION METHODS

107-3.1 INSTALLATION. The hinged support or hinged pole shall be installed on a concrete foundation as shown in the plans.

107-3.2 POLE ERECTION. The Contractor shall erect the pole on the foundation following the manufacturer's requirements and erection details. The pole shall be level and secure.

107-3.3 ELECTRICAL CONNECTION. The Contractor shall furnish all labor and materials and shall make complete electrical connections in accordance with the wiring diagram furnished with the project plans. The electrical installation shall conform to the requirements of the latest edition of National Fire Protection Association, NFPA-70, National Electric Code.

If underground cable from the transformer vault to the wind cone site and duct for this cable installation is required, the cable and duct shall be installed in accordance with and paid for as described in Item L-108, Underground Power Cables for Airports, and Item L-110, Airport Underground Electrical Duct Banks and Conduits.

107-3.4 BOOSTER TRANSFORMER. If shown in plans or specified in job specifications, a booster transformer to compensate for voltage drop to the lamps shall be installed in a suitable weatherproof housing. The booster transformer shall be installed as indicated in the plans and described in the proposal. If the booster transformer is required for installation remotely from the wind cone, it shall be installed in accordance with and paid for [].

107-3.5 GROUND CONNECTION AND GROUND ROD. The Contractor shall furnish and install a ground rod, grounding cable, and ground clamps for grounding the "A" frame of the 12 ft (3.5 m) assembly or pipe support of the 8 ft (240 cm) support near the base. The ground rod shall be of the type, diameter and length specified in Item L-108, Underground Power Cable for Airports. The ground rod shall be driven into the ground adjacent to the concrete foundation (minimum distance from foundation of 2 feet) so that the top is at least 6 in (150 mm) below grade. The grounding cable shall consist of No. 4 AWG minima bare stranded copper wire or larger and shall be firmly attached to the ground rod by exothermic welding. The other end of the grounding cable shall be securely attached to a leg of the frame or to the base of the pipe support with non-corrosive metal and shall be of substantial construction. The resistance to ground shall not exceed 25 ohms.

107-3.6 PAINTING. Three coats of paint shall be applied (one prime, one body, and one finish) to all exposed material installed under this item except the fabric cone, obstruction light globe, and lamp reflectors. The wind cone assembly, if painted on receipt, shall be given one finish coat of paint in lieu of the three coats specified above. The paint shall meet the requirements of Fed. Spec. TT-E-489. The color shall be in accordance with Federal Standard 595, Aviation Gloss Orange Number 12197.

107-3.7 LAMPS. The Contractor shall furnish and install lamps as specified by the manufacturer.

107-3.8 CHAIN AND PADLOCK. The Contractor shall furnish and install a suitable operating chain for lowering and raising the hinged top section. The chain shall be attached to the pole support in a manner to prevent the light fixture assembly from striking the ground in the lowered position.

A padlock shall also be furnished by the Contractor on the 8-foot (240 cm) wind cone for securing the hinged top section to the fixed lower section. Keys for the padlock shall be delivered to the Engineer.

METHOD OF MEASUREMENT

No separate Method or Measurement for Payment.

MATERIAL REQUIREMENTS

AC 150/5345-7	Specification for L-824 Underground Cable for Airport Lighting Circuits
AC 150/5345-27	Specification for Wind Cone Assemblies
FED SPEC TT-E-489	Enamel, Alkyd, Gloss, Low VOC Content
FED SPEC J-C-30	Cable and Wire, Electrical (Power, Fixed Installation) (cancelled; replaced by AA-59544 Cable and Wire, Electrical (Power, Fixed Installation))
FED SPEC W-P-115	Panel, Power Distribution
FED STD 595	Colors Used in Government Procurement
MIL-DTL-24441/20	Paint, Epoxy-Polyamide, Green Primer, Formula 150, Type III
Underwriters Laboratories Standard 6	Rigid Metal Conduit
Underwriters Laboratories Standard 514	Fittings For Conduit and Outlet Boxes
Underwriters Laboratories Standard 1242	Intermediate Metal Conduit
NFPA-70	National Electric Code
Master Painter's Institute	

END OF ITEM L-107

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Item L-108 Underground Power Cable for Airports

DESCRIPTION

108-1.1 This item shall consist of furnishing and installing power cables direct buried and furnishing and/or installing power cables within conduit or duct banks in accordance with these specifications at the locations shown on the plans. It includes excavation and backfill of trench for direct-buried cables only. Also included are the installation of counterpoise wires, ground wires, ground rods and connections, cable splicing, cable marking, cable testing, and all incidentals necessary to place the cable in operating condition as a completed unit to the satisfaction of the Engineer. This item shall not include the installation of duct banks or conduit, trenching and backfilling for duct banks or conduit, or furnishing or installation of any cable for FAA facilities. Requirements and payment for trenching and backfilling for the installation of underground conduit and duct banks is covered under Item L-110 "Airport Underground Electrical Duct Banks and Conduits."

EQUIPMENT AND MATERIALS

108-2.1 GENERAL.

a. Airport lighting equipment and materials covered by Federal Aviation Administration (FAA) specifications shall be approved under the Airport Lighting Equipment Certification Program described in Advisory Circular (AC) 150/5345-53, current version.

b. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification, when requested by the Engineer.

c. Manufacturer's certifications shall not relieve the Contractor of the Contractor's responsibility to provide materials in accordance with these specifications and acceptable to the Engineer. Materials supplied and/or installed that do not materially comply with these specifications shall be removed, when directed by the Engineer and replaced with materials, which do comply with these specifications, at the sole cost of the Contractor.

d. All materials and equipment used to construct this item shall be submitted to the Engineer for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be boldly and clearly made with arrows or circles (highlighting is not acceptable). Contractor is solely responsible for delays in project accruing directly or indirectly from late submissions or resubmissions of submittals.

e. The data submitted shall be sufficient, in the opinion of the Engineer, to determine compliance with the plans and specifications. [The Contractor's submittals shall be neatly bound in a properly sized 3-ring binder, tabbed by specification section.] The Engineer reserves the right to reject any and all equipment, materials or procedures, which, in the Engineer's opinion, does not meet the system design and the standards and codes, specified herein.

f. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least [twelve (12) months] from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner. The Contractor shall be responsible to maintain an insulation resistance of 50 megohms minima, (1000 V megger) with isolation transformers connected in new circuits and new segments of existing circuits through the end of the contract warranty period.

108-2.2 CABLE. Underground cable for airfield lighting facilities (runway and taxiway lights and signs) shall conform to the requirements of AC 150/5345-7, Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits. Conductor sizes noted above shall not apply to leads furnished by manufacturers on airfield lighting transformers and fixtures.

Wire for electrical circuits up to 600 volts shall comply with Specification L-824 and/or Federal Specification J-C-30 and shall be type THWN-2.

Cable type, size, number of conductors, strand and service voltage shall be as specified on the plans.

108-2.3 BARE COPPER WIRE (COUNTERPOISE, BARE COPPER WIRE GROUND AND GROUND RODS). Wire for counterpoise or ground installations for airfield lighting systems shall be No. 6 AWG solid for counterpoise and or No. 6 AWG stranded for ground wire conforming to ASTM B 3 and ASTM B 8, and shall be [bare copper wire] [tinned copper] conforming to the requirements of ASTM D 33.

Ground rods shall be [solid stainless steel] [copper] or [copper-clad steel]. The ground rods shall be of the length and diameter specified on the plans, but in no case shall they be less than 8-feet (240 cm) long nor less than 5/8 in (15 mm) in diameter.

108-2.4 CABLE CONNECTIONS. In-line connections of underground primary cables shall be of the type called for on the plans, and shall be one of the types listed below. No separate payment will be made for cable connections.

a. **The Cast Splice.** A cast splice, employing a plastic mold and using epoxy resin equivalent to that manufactured by Minnesota Mining and Manufacturing Company, "Scotchcast" Kit No. 82--B, or as manufactured by Hysol® Corporation, "Hyseal Epoxy Splice" Kit No. E1135, or equivalent, is used for potting the splice is acceptable.

b. **The Field-attached Plug-in Splice.** Figure 3 of AC 150/5345-26, Specification for L-823 Plug and Receptacle, Cable Connectors, employing connector kits, is acceptable for field attachment to single conductor cable. It shall be the Contractor's responsibility to determine the outside diameter of the cable to be spliced and to furnish appropriately sized connector kits and/or adapters and heat shrink tubing with integral sealant.

c. **The Factory-Molded Plug-in Splice.** Specification for L-823 Connectors, Factory-Molded to Individual Conductors, is acceptable.

d. **The Taped or Heat-Shrunk Splice.** Taped splices employing field-applied rubber, or synthetic rubber tape covered with plastic tape is acceptable. The rubber tape should meet the requirements of ASTM D 4388 and the plastic tape should comply with Mil Spec. MIL-I-24391 or Fed. Spec. A-A-55809.

Heat shrinkable tubing shall be heavy-wall, self-sealing tubing rated for the voltage of the wire being spliced and suitable for direct-buried installations. The tubing shall be factory coated with a thermoplastic adhesive-sealant that will adhere to the insulation of the wire being spliced forming a moisture- and dirt-proof seal. Additionally, heat shrinkable tubing for multi-conductor cables, shielded cables, and armored cables shall be factory kits designed for the application. Heat shrinkable tubing and tubing kits shall be manufactured by Tyco Electronics/ Raychem Corporation, Energy Division, or approved equivalent.

In all the above cases, connections of cable conductors shall be made using crimp connectors using a crimping tool designed to make a complete crimp before the tool can be removed. All L-823/L-824 splices and terminations shall be made in accordance with the manufacturer's recommendations and listings.

All connections of counterpoise, grounding conductors and ground rods shall be made by the exothermic process or approved equivalent, except the base can ground clamp connector shall be used for attachment to the base can. All exothermic connections shall be made in accordance with the manufacturer's recommendations and listings.

108-2.5 SPLICER QUALIFICATIONS. Every airfield lighting cable splicer shall be qualified in making cable splices and terminations on cables rated above 5,000 volts AC. The Contractor shall submit to the Engineer proof of the qualifications of each proposed cable splicer for the cable type and voltage level to be worked on. Cable splicing/terminating personnel shall have a minimum of three (3) years continuous experience in terminating/splicing medium voltage cable.

108-2.6 CONCRETE. Concrete for cable markers shall conform to Specification Item P-610, "Structural Portland Cement Concrete."

108-2.7 FLOWABLE BACKFILL. Flowable material used to backfill trenches for power cable trenches shall conform to the requirements of Item P-153 "Controlled Low Strength Material".

108-2.8 CABLE IDENTIFICATION TAGS. Cable identification tags shall be made from a non-corrosive material with the circuit identification stamped or etched onto the tag. The tags shall be of the type as detailed on the plans.

108-2.9 TAPE. Electrical tapes shall be Scotch Electrical Tapes – number Scotch 88 (1-1/2" wide) and Scotch 130C linerless rubber splicing tape (2" wide), as manufactured by the Minnesota Mining and Manufacturing Company, or approved equivalent.

108-2.10 ELECTRICAL COATING. Scotchkote™ shall be as manufactured by Minnesota Mining and Manufacturing Company, or approved equivalent.

108-2.11 EXISTING CIRCUITS. Whenever the scope of work requires, connection to an existing circuit, the circuit's insulation resistance shall be tested, in the presence of the Engineer. The test shall be performed in accordance with this item and prior to any activity affecting the respective circuit. The Contractor shall record the results on forms acceptable to the engineer. When the work affecting the circuit is complete, the circuit's insulation resistance shall be checked again, in the presence of the Engineer. The Contractor shall record the results on forms acceptable to the engineer. The second reading shall be equal to or greater than the first reading or the Contractor shall make the necessary repairs to the circuit to bring the second reading above the first reading. All repair costs including a complete replacement of the L-823 connectors, L-830 transformers and L-824 cable, if necessary, shall be borne by the Contractor. All test results shall be submitted in the Operation and Maintenance (O&M) Manual.

CONSTRUCTION METHODS

108-3.1 GENERAL. The Contractor shall install the specified cable at the approximate locations indicated on the plans. Unless otherwise shown on the plans, all cable required to cross under pavements expected to carry aircraft loads shall be installed in concrete encased duct banks. Wherever possible, cable shall be run without splices, from connection to connection.

Cable connections between lights will be permitted only at the light locations for connecting the underground cable to the primary leads of the individual isolation transformers. The Contractor shall be responsible for providing cable in continuous lengths for home runs or other long cable runs without connections, unless otherwise authorized in writing by the Engineer or shown on the plans.

In addition to connectors being installed at individual isolation transformers, L-823 cable connectors for maintenance and test points shall be installed at locations shown on the plans. Cable circuit identification markers shall be installed on both sides of the L-823 connectors installed or at least once in each access point where L-823 connectors are not installed.

Provide not less than 3 feet of cable slack on each side of all connections, isolation transformers, light units, and at points where cable is connected to field equipment. Where provisions must be made for testing or for future above grade connections, provide enough slack to allow the cable to be extended at least 1 ft vertically above the top of the access structure. This requirement also applies where primary cable passes through empty base cans, junction and access structures to allow for future connections, or as designated by the Engineer.

108-3.2 INSTALLATION IN DUCT BANKS OR CONDUITS. This item includes the installation of the cable in duct banks or conduit as described below. The maximum number and voltage ratings of cables installed in each single duct or conduit, and the current-carrying capacity of each cable shall be in accordance with the latest National Electric Code, or the code of the local agency or authority having jurisdiction.

The Contractor shall make no connections or splices of any kind in cables installed in conduits or duct banks.

Unless otherwise designated in the plans, where ducts are in tiers, use the lowest ducts to receive the cable first, with spare ducts left in the upper levels. Check duct routes prior to construction to obtain assurance that the shortest routes are selected and interferences are avoided.

Duct banks or conduits shall be installed as a separate item in accordance with Item L-110, "Airport Underground Electrical Duct Banks and Conduit." The Contractor shall run a mandrel through duct banks or conduit prior to installation of cable to insure that the duct bank or conduit is open, continuous and clear of debris. Mandrel size shall be compatible with conduit size. The Contractor shall swab out all conduits/ducts and clean base can, manhole, etc. interiors IMMEDIATELY prior to pulling cable. Once cleaned and swabbed the base cans and all accessible points of entry to the duct/conduit system shall be kept closed except when installing cables. Cleaning of ducts, base cans, manholes, etc. is incidental to the pay item of the item being cleaned. All raceway systems left open, after initial cleaning, for any reason shall be recleaned at the Contractor's expense. All accessible points shall be kept closed when not installing cable. The Contractor shall verify existing ducts proposed for use in this project as clear and open. The Contractor shall notify the Engineer of any blockage in the existing ducts. The cable shall be installed in a manner to prevent harmful stretching of the conductor, injury to the insulation, or damage to the outer protective covering. The ends of all cables shall be sealed with moisture-seal tape providing moisture-tight mechanical protection with minimum bulk, or alternately, heat shrinkable tubing before pulling into the conduit and it shall be left sealed until connections are made. Where more than one cable is to be installed in a conduit, all cable shall be pulled in the conduit at the same time. The pulling of a cable through duct banks or conduits may be accomplished by hand winch or power winch with the use of

cable grips or pulling eyes. Maximum pulling tensions shall be governed by cable manufacturer's recommendations. A non-hardening lubricant recommended for the type of cable being installed shall be used where pulling lubricant is required.

Contractor shall submit pulling tension values to the Engineer prior to any cable installation. If required by the Engineer, pulling tension values for cable pulls shall be monitored by a dynamometer in the presence of the Engineer. Cable pull tensions shall be recorded by the Contractor and reviewed by the Engineer. Cables exceeding the maximum allowable pulling tension values shall be removed and replaced by the Contractor at the Contractor's expense.

The manufacturer's minimum bend radius or the NEC requirements whichever is more restrictive shall apply. Cable installation, handling and storage shall be per manufacturer's recommendations. During cold weather, particular attention shall be paid to the manufacturer's minimum installation temperature. Cable shall not be installed when the temperature is at or below the manufacturer's minimum installation temperature. At the Contractor's option, the Contractor may submit a plan, for review by the Engineer, for heated storage of the cable and maintenance of an acceptable cable temperature during installation when temperatures are below the manufacturer's minimum cable installation temperature.

Cable shall not be dragged across base can or manhole edges, pavement or earth. When cable must be coiled, lay cable out on a canvas tarp or use other appropriate means to prevent abrasion to the cable jacket.

108-3.3 INSTALLATION OF DIRECT-BURIED CABLE IN TRENCHES. Unless otherwise specified, the Contractor shall not use a cable plow for installing the cable. Cable shall be unreeled uniformly in place alongside or in the trench and shall be carefully placed along the bottom of the trench. The cable shall not be unreeled and pulled into the trench from one end. Slack cable sufficient to provide strain relief shall be placed in the trench in a series of S curves. Sharp bends or kinks in the cable shall not be permitted.

Where cables must cross over each other, a minimum of 3 in vertical displacement shall be provided with the topmost cable depth at or below the minimum required depth below finished grade.

Primary airfield lighting cables installed shall have cable circuit identification markers attached on both sides of each L-823 connector and on each airport lighting cable entering or leaving cable access points, such as manholes, handholes, pull boxes, junction boxes, etc. Markers shall be of sufficient length for imprinting the cable circuit identification legend on one line, using letters not less than ¼ in in size. The cable circuit identification shall match the circuits noted on the construction plans.

a. Trenching. Where turf is well established and the sod can be removed, it shall be carefully stripped and properly stored. Trenches for cables may be excavated manually or with mechanical trenching equipment. Walls of trenches shall be essentially vertical so that a minimum of surface is disturbed. Graders shall not be used to excavate the trench with their blades. The bottom surface of trenches shall be essentially smooth and free from coarse aggregate. Unless otherwise specified, cable trenches shall be excavated to a minimum depth of 18 in below finished grade, except as follows:

(1) When off the airport or crossing under a roadway or driveway, the minimum depth shall be 36 in unless otherwise specified.

(2) Minimum cable depth when crossing under a railroad track, shall be 42 in unless otherwise specified.

Dewatering necessary for cable installation, erosion and turbidity control, in accordance with Federal, State, and Local requirements is incidental to its respective pay items as part of Item L-108. The cost of all excavation regardless of type of material encountered, shall be included in the unit price bid for the L-108 Item.

The Contractor shall excavate all cable trenches to a width not less than 6 in. Unless otherwise specified on the plans, all cables in the same location and running in the same general direction shall be installed in the same trench.

When rock is encountered, the rock shall be removed to a depth of at least 3 in below the required cable depth and it shall be replaced with bedding material of earth or sand containing no mineral aggregate particles that would be retained on a 1/4 in sieve. Flowable backfill material may alternatively be used. The Contractor shall ascertain the type of soil or rock to be excavated before bidding. All such rock removal shall be performed and paid for under Item P-152.

Duct bank or conduit markers temporarily removed for trench excavations shall be replaced as required.

It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation. Where existing active cables cross proposed installations, the Contractor shall insure that these cables are adequately protected. Where crossings are unavoidable, no splices will be allowed in the existing cables, except as specified on the plans. Installation of new cable where such crossings must occur shall proceed as follows:

(1) Existing cables shall be located manually. Unearthed cables shall be inspected to assure absolutely no damage has occurred.

(2) Trenching, etc., in cable areas shall then proceed, with approval of the Engineer, with care taken to minimize possible damage or disruption of existing cable, including careful backfilling in area of cable.

In the event that any previously identified cable is damaged during the course of construction, the Contractor shall be responsible for the complete repair or replacement.

b. Backfilling. After the cable has been installed, the trench shall be backfilled. The first layer of backfill in the trench shall be 3 in deep, loose measurement, and shall be either earth or sand containing no mineral aggregate particles that would be retained on a 1/4 in sieve. This layer shall not be compacted. The second layer shall be 5 in deep, loose measurement, and shall contain no particles that would be retained on a 1 in sieve. The remaining 3rd and subsequent layers of backfill shall not exceed 8 in of loose measurement and be excavated or imported material and shall not contain stone or aggregate larger than 4 in maximum diameter.

The second and subsequent layers shall be thoroughly tamped and compacted to at least the density of the adjacent undisturbed soil, and to the satisfaction of the Engineer. If necessary to obtain the desired compaction, the backfill material shall be moistened or aerated as required.

Trenches shall not contain pools of water during backfilling operations. The trench shall be completely backfilled and tamped level with the adjacent surface, except that when turf is to be established over the trench, the backfilling shall be stopped at an appropriate depth consistent with the type of turfing operation to be accommodated. A proper allowance for settlement shall also be provided. Any excess excavated material shall be removed and disposed of in accordance with the plans and specifications.

Underground electrical warning (caution) tape shall be installed in the trench above all direct-buried cable. Contractor shall submit a sample of the proposed warning tape for acceptance by the Engineer. If not shown on the plans, the warning tape shall be located 6 in above the direct-buried cable or the counterpoise wire if present. A 4-6 in wide polyethylene film detectable tape, with a metalized foil core, shall be installed above all direct buried cable or counterpoise. The tape shall be of the color and have a continuous legend as indicated on the plans. The tape shall be installed 8 in minimum below finished grade.

c. Restoration. Where soil and sod has been removed, it shall be replaced as soon as possible after the backfilling is completed. All areas disturbed by work shall be restored to its original condition. The restoration shall include the **sodding** as shown on the plans. The Contractor shall be held responsible for maintaining all disturbed surfaces and replacements until final acceptance. When trenching is through paved areas, restoration shall be equal to existing conditions and compaction shall meet the requirements of Item P-152. Restoration shall be considered incidental to the pay item of which it is a component part.

108-3.4 CABLE MARKERS FOR DIRECT-BURIED CABLE. The location of direct buried circuits shall be marked by a concrete slab marker, 2 feet (60 cm) square and 4-6 in (100 - 150 mm) thick, extending approximately 1 in (25 mm) above the surface. Each cable run from a line of lights and signs to the equipment vault shall be marked at approximately every 200 feet (60 m) along the cable run, with an additional marker at each change of direction of cable run. All other direct-buried cable shall be marked in the same manner. Cable markers shall be installed directly above the cable. The Contractor shall impress the word "CABLE" and directional arrows on each cable marking slab. The letters shall be approximately 4 in (100 mm) high and 3 in (75 mm) wide, with width of stroke 1/2 in (12 mm) and 1/4 in (6 mm) deep.

The location of each underground cable connection, except at lighting units, or isolation transformers, or power adapters shall be marked by a concrete marker slab placed above the connection. The Contractor shall impress the word "SPLICE" on each slab. The Contractor also shall impress additional circuit identification symbols on each slab as directed by the Engineer. All cable markers and splice markers shall be painted international orange. Paint shall be specifically manufactured for uncured exterior concrete. Furnishing and installation of cable markers is incidental to the respective cable pay item.

108-3.5 SPLICING. Connections of the type shown on the plans shall be made by experienced personnel regularly engaged in this type of work and shall be made as follows:

a. Cast Splices. These shall be made by using crimp connectors for jointing conductors. Molds shall be assembled, and the compound shall be mixed and poured in accordance with manufacturer's instructions and to the satisfaction of the Engineer.

b. Field-attached Plug-in Splices. These shall be assembled in accordance with manufacturer's instructions. These splices shall be made by plugging directly into mating connectors. In all cases the joint where the connectors come together shall be wrapped with at least one layer of rubber or synthetic rubber tape and one layer of plastic tape, one-half lapped, extending at least 1-1/2 in (37 mm) on each side of the joint.

c. Factory-Molded Plug-in Splices. These shall be made by plugging directly into mating connectors. In all cases, the joint where the connectors come together shall be wrapped with at least one layer of rubber or synthetic rubber tape and one layer of plastic tape, one-half lapped, extending at least 1-1/2 in (37 mm) on each side of the joint.

d. Taped or Heat-Shrunk Splices. A taped splice shall be made in the following manner:

Bring the cables to their final position and cut so that the conductors will butt. Remove insulation and jacket allowing for bare conductor of proper length to fit compression sleeve connector with 1/4 in (6 mm) of bare conductor on each side of the connector. Prior to splicing, the two ends of the cable insulation shall be penciled using a tool designed specifically for this purpose and for cable size and type. Do not use emery paper on splicing operation since it contains metallic particles. The copper conductors shall be thoroughly cleaned. Join the conductors by inserting them equidistant into the compression connection sleeve. Crimp conductors firmly in place with crimping tool that requires a complete crimp before tool can be removed. Test the crimped connection by pulling on the cable. Scrape the insulation to assure that the entire surface over which the tape will be applied (plus 3 in (75 mm) on each end) is clean. After scraping wipe the entire area with a clean lint-free cloth. Do not use solvents.

Apply high-voltage rubber tape one-half lapped over bare conductor. This tape should be tensioned as recommended by the manufacturer. Voids in the connector area may be eliminated by highly elongating the tape, stretching it just short of its breaking point. Throughout the rest of the splice less tension should be used. Always attempt to exactly half-lap to produce a uniform buildup. Continue buildup to 1-1/2 times cable diameter over the body of the splice with ends tapered a distance of approximately 1 in (25 mm) over the original jacket. Cover rubber tape with two layers of vinyl pressure-sensitive tape one-half lapped. Do not use glyptol or lacquer over vinyl tape as they react as solvents to the tape. No further cable covering or splice boxes are required.

Heat shrinkable tubing shall be installed following manufacturer's instructions. Direct flame heating shall not be permitted unless recommended by the manufacturer. Cable surfaces within the limits of the heat-shrink application shall be clean and free of contaminants prior to application.

108-3.6 BARE COUNTERPOISE WIRE INSTALLATION FOR LIGHTNING PROTECTION AND GROUNDING. If shown on the plans or included in the job specifications, bare counterpoise copper wire shall be installed for lightning protection of the underground cables. Counterpoise wire shall be installed in the same trench for the entire length of buried cable, conduits and duct banks that are installed to contain airfield cables. Where the cable or duct/conduit trench runs parallel to the edge of pavement, the counterpoise shall be installed in a separate trench located half the distance between the pavement edge and the cable or duct/conduit trench. In trenches not parallel to pavement edges, counterpoise wire shall be installed continuously a minimum of 4 in above the cable, conduit or duct bank, or as shown on the plans if greater. Additionally, counterpoise wire shall be installed at least 8 in below the top of subgrade in paved areas or 10 in below finished grade in un-paved areas. This dimension may be less than 4 in where conduit is to be embedded in existing pavement. Counterpoise wire shall not be installed in conduit.

The counterpoise wire shall be routed around to each light fixture base, mounting stake, or junction/access structures. The counterpoise wire shall also be exothermically welded to ground rods installed as shown on the plans but not more than 500 ft (150 m) apart around the entire circuit.

The counterpoise system shall be continuous and terminate at the transformer vault or at the power source. It shall be securely attached to the vault or equipment external ground ring or other made electrode grounding system. The connections shall be made as shown on the plans and in the specifications.

If shown on the plans or in the specifications, a separate equipment (safety) ground system shall be provided in addition to the counterpoise wire using one of the following methods:

- (1) A ground rod installed at and securely attached to each light fixture base, mounting stake if painted, and to all metal surfaces at junction/access structures.
- (2) Install an insulated equipment ground conductor internal to the conduit system and securely attached it to each light fixture base and to all metal surfaces at junction/access structures. This equipment ground conductor shall also be exothermically welded to ground rods installed not more than 500 feet (150 m) apart around the circuit.

a. Counterpoise Installation Above Multiple Conduits and Duct Banks. Counterpoise wires shall be installed above multiple conduits/duct banks for airfield lighting cables, with the intent being to provide a complete cone of protection over the airfield lighting cables. When multiple conduits and/or duct banks for airfield cable are installed in the same trench, the number and location of counterpoise wires above the conduits shall be adequate to provide a complete cone of protection measured 22 ½ degrees each side of vertical.

Where duct banks pass under pavement to be constructed in the project, the counterpoise shall be placed above the duct bank. Reference details on the construction plans.

b. Counterpoise Installation at Existing Duct Banks. When airfield lighting cables are indicated on the plans to be routed through existing duct banks, the new counterpoise wiring shall be terminated at ground rods at each end of the existing duct bank where the cables being protected enter and exit the duct bank. The new counterpoise conductor shall be bonded to the existing counterpoise system.

108-3.7 EXOTHERMIC BONDING. Bonding of counterpoise wire shall be by the exothermic welding process. Only personnel experienced in and regularly engaged in this type of work shall make these connections.

Contractor shall demonstrate to the satisfaction of the Engineer, the welding kits, materials and procedures to be used for welded connections prior to any installations in the field. The installations shall comply with the manufacturer's recommendations and the following:

- a. All slag shall be removed from welds.
- b. For welds at light fixture base cans, all galvanized coated surface areas and "melt" areas, both inside and outside of base cans, damaged by exothermic bond process shall be restored by coating with a liquid cold-galvanizing compound conforming to U.S. Navy galvanized repair coating meeting Mil. Spec. MIL-P-21035. Surfaces to be coated shall be prepared and compound applied in accordance with manufacturer's recommendations.
- c. All buried copper and weld material at weld connections shall be thoroughly coated 6 mil of 3M "Scotchkote," or approved equivalent, or coated with coal tar Bitumastic® material to prevent surface exposure to corrosive soil or moisture.

108-3.8 TESTING. The Contractor shall furnish all necessary equipment and appliances for testing the airport electrical systems and underground cable circuits before and after installation. The Contractor shall perform all tests in the presence of the Engineer. The Contractor shall demonstrate the electrical characteristics to the satisfaction of the Engineer. All costs for testing are incidental to the respective item being tested. For phased projects, the tests must be completed by phase and results meeting the specifications below must be maintained by the Contractor throughout the entire project as well as during the ensuing warranty period.

Earth resistance testing methods shall be submitted to the Engineer for approval. Earth resistance testing results shall be recorded on an approved form and testing shall be performed in the presence of the Engineer. All such testing shall be at the sole expense of the Contractor.

Should the counterpoise or ground grid conductors be damaged or suspected of being damaged by construction activities the Contractor shall test the conductors for continuity with a low resistance ohmmeter. The conductors shall be isolated such that no parallel path exists and tested for continuity. The Engineer shall approve of the test method selected. All such testing shall be at the sole expense of the Contractor.

After installation, the Contractor shall test and demonstrate to the satisfaction of the Engineer the following:

- a. That all affected lighting power and control circuits (existing and new) are continuous and free from short circuits.
- b. That all affected circuits (existing and new) are free from unspecified grounds.
- c. That the insulation resistance to ground of all new non-grounded series circuits or cable segments is not less than 50 megohms.

d. That the insulation resistance to ground of all non-grounded conductors of new multiple circuits or circuit segments is not less than 50 megohms.

e. That all affected circuits (existing and new) are properly connected in accordance with applicable wiring diagrams.

f. That all affected circuits (existing and new) are operable. Tests shall be conducted that include operating each control not less than 10 times and the continuous operation of each lighting and power circuit for not less than 1/2 hour.

g. That the impedance to ground of each ground rod does not exceed 25 ohms prior to establishing connections to other ground electrodes. The fall-of-potential ground impedance test shall be used, as described by ANSI/IEEE Standard 81, to verify this requirement.

Two copies of tabulated results of all cable tests performed shall be supplied by the Contractor to the Engineer. Where connecting new cable to existing cable, ground resistance tests shall be performed on the new cable prior to connection to the existing circuit.

There are no approved "repair" procedures for items that have failed testing other than complete replacement.

METHOD OF MEASUREMENT

No separate Method or Measurement for payment.

MATERIAL REQUIREMENTS

AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-26	Specification for L-823 Plug and Receptacle Cable Connectors
FED SPEC J-C-30	Cable and Wire, Electrical Power, Fixed Installation (cancelled; replaced by A-A-59544 Cable and Wire, Electrical (Power, Fixed Installation))
FED SPEC A-A-55809	Insulation Tape, Electrical, Pressure-Sensitive Adhesive, Plastic
ASTM B 3	Soft or Annealed Copper Wire
ASTM D 4388	Rubber tapes, Nonmetallic Semiconducting and Electrically Insulating

REFERENCE DOCUMENTS

NFPA No. 70	National Electrical Code (NEC)
MIL-S-23586C	Sealing Compound, Electrical, Silicone Rubber
NN	Building Industry Consulting Service International (BICSI)
ANSI/IEEE Std 81	IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System

END OF ITEM L-108

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Item L-109 Airport Transformer Vault and Vault Equipment

DESCRIPTION

109-1.1 This item shall consist of constructing an airport transformer vault or a prefabricated metal housing these specifications in accordance with the design and dimensions shown in the plans. This work shall also include the installation of conduits in floor and foundation, painting and lighting of the vault or metal housing, and the furnishing of all incidentals necessary to produce a completed unit. Included as a separate part under this item or as a separate item where an existing vault is to be used shall be the furnishing of all vault equipment, wiring, electrical buses, cable, conduit, potheads, and grounding systems. This work shall also include the painting of equipment and conduit; the marking and labeling of equipment and the labeling or tagging of wires; the testing of the installation; and the furnishing of all incidentals necessary to place it in operating condition as a completed unit to the satisfaction of the Engineer.

EQUIPMENT AND MATERIALS

109-2.1 GENERAL.

a. Airport lighting equipment and materials covered by Federal Aviation Administration (FAA) specifications shall be certified and listed under Advisory Circular (AC) 150/5345-53, Airport Lighting Equipment Certification Program.

b. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the Engineer.

c. Manufacturer's certifications shall not relieve the Contractor of the Contractor's responsibility to provide materials in accordance with these specifications and acceptable to the Engineer. Materials supplied and/or installed that do not materially comply with these specifications shall be removed, when directed by the Engineer and replaced with materials, which do comply with these specifications, at the sole cost of the Contractor.

d. All materials and equipment used to construct this item shall be submitted to the Engineer for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be boldly and clearly made with arrows or circles (highlighting is not acceptable). Contractor is solely responsible for delays in project accruing directly or indirectly from late submissions or resubmissions of submittals.

e. The data submitted shall be sufficient, in the opinion of the Engineer, to determine compliance with the plans and specifications. [The Contractor's submittals shall be neatly bound in a properly sized 3-ring binder, tabbed by specification section.] The Engineer reserves the right to reject any and all equipment,

materials or procedures, which, in the Engineer's opinion, does not meet the system design and the standards and codes, specified herein.

f. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least [twelve (12) months] from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

CONSTRUCTION OF VAULT AND PREFABRICATED METAL HOUSING

109-2.2 CONCRETE. The concrete for the vault shall be proportioned, placed, and cured in accordance with Item P-610, Structural Portland Cement Concrete, using $\frac{3}{4}$ in (18 mm) maximum size coarse aggregate.

109-2.3 REINFORCING STEEL. Reinforcing steel bars shall be intermediate or structural grade deformed-type bars and shall meet the requirements of ASTM A 615.

109-2.4 BRICK. Brick shall conform to ASTM C 62, Grade SW.

109-2.5 RIGID STEEL CONDUIT. Rigid steel conduit and fittings shall be in accordance with Underwriters Laboratories Standard 6 and 514.

109-2.6 LIGHTING. Vault or metal-housing light fixtures shall be of a vapor-proof type.

109-2.7 OUTLETS. Convenience outlets shall be heavy-duty duplex units designed for industrial service.

109-2.8 SWITCHES. Vault or metal-housing light switches shall be single-pole switches.

109-2.9 PAINT.

a. Priming paint for ungalvanized metal surfaces shall be a high solids alkyd primer conforming to TT-P-664D.

b. White paint for body and finish coats on metal and wood surfaces shall be ready-mixed paint conforming to the Master Painter's Institute, Reference #9, Exterior Alkyd, Gloss, VOC Range E2.

c. Priming paint for wood surfaces shall be mixed on the job by thinning the above specified white paint by adding $\frac{1}{2}$ pint (0.06 liter) of raw linseed oil to each gallon (liter).

d. Paint for the floor, ceiling, and inside walls shall be in accordance with Fed. Spec. TT-E-487. Walls and ceiling shall be light gray and the floor shall be medium gray.

e. The roof coating shall be hot asphalt material in accordance with ASTM D 2823.

109-2.10 HIGH-VOLTAGE BUS. High-voltage bus shall be standard weight $\frac{3}{8}$ in (9 mm) IPS copper tubing or it may be insulated copper cable of the size and voltage rating specified.

109-2.11 BUS CONNECTORS. Connectors shall be similar to Burndy® Type NT (or equivalent) for copper tubing. Connectors for insulated bus cable shall be of the proper size and type for the service intended.

109-2.12 BUS SUPPORTS. Bus supports shall be similar to Westinghouse No. 527892 (or equivalent), insulated for 7,500 volts, single clamp type for 2-bolt flat mounting.

109-2.13 GROUND BUS. Ground bus shall be $\frac{1}{8} \times \frac{3}{4}$ in (3 x 18 mm) minimum copper bus bar.

109-2.14 SQUARE DUCT. Duct shall be square similar to that manufactured by the Square D Company (or equivalent), or the Trumbull Electric Manufacturing Company (or equivalent). The entire front of the duct on each section shall consist of hinged or removable cover for ready access to the interior. The cross

section of the duct shall be not less than 4 x 4 in (100 x 100 mm) except where otherwise shown in the plans.

109-2.15 GROUND RODS. Ground rods shall be copper or copper-clad of the length and diameter specified in the plans.

109-2.16 POTHEADS. Potheads shall be similar to G&W Type N, Shape C (or equivalent), unless otherwise specified. Potheads shall be furnished with plain insulator bushings and conduit couplings. Potheads shall have a rating not less than the circuit voltage.

109-2.17 PREFABRICATED METAL HOUSING. The prefabricated metal housing shall be a commercially available unit.

109-2.18 FAA-APPROVED EQUIPMENT. Certain items of airport lighting equipment installed in vaults are covered by individual FAA equipment specifications. The specifications are listed below:

AC 150/5345-3	Specification for L-821 Panels for Remote Control of Airport Lighting
AC 150/5345-5	Circuit Selector Switch
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-10	Specification for Constant Current Regulators and Regulator Monitors
AC 150/5345-13	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits.

109-2.19 OTHER ELECTRICAL EQUIPMENT. Constant-current regulators, distribution transformers, oil switches, cutouts, relays, terminal blocks, transfer relays, circuit breakers, and all other regularly used commercial items of electrical equipment not covered by FAA equipment specifications shall conform to the applicable rulings and standards of the Institute of Electrical and Electronic Engineers or the National Electrical Manufacturers Association. When specified, test reports from a testing laboratory indicating that the equipment meets the specifications shall be supplied. In all cases, equipment shall be new and a first-grade product. This equipment shall be supplied in the quantities required for the specific project and shall incorporate the electrical and mechanical characteristics specified in the proposal and plans.

109-2.20 WIRE. Wire in conduit rated up to 5,000 volts shall conform to AC 150/5345-7, Specification for L-824 Underground Electrical Cables for Airport Lighting Circuits, for rubber insulated neoprene-covered wire, or Fed. Spec. J-C-30, Type RHW, for rubber insulated fibrous-covered wire. For ratings up to 600 volts, thermoplastic wire conforming to Fed. Spec. J-C-30, Types TW, THW, and THWN, shall be used. The wires shall be of the type, size, number of conductors, and voltage shown in the plans or in the proposal.

a. Control Circuits. Unless otherwise indicated on the plans, wire shall be not less than No. 12 AWG and shall be insulated for 600 volts. If telephone control cable is specified, No. 19 AWG telephone cable conforming to ICEA S-85-625-1996 specifications shall be used.

b. Power Circuits.

- (1) 600 volts maximum-Wire shall be No. 6 AWG or larger and insulated for at least 600 volts.
- (2) 3,000 volts maximum-Wire shall be No. 6 AWG or larger and insulated for at least 3,000 volts.

(3) Over 3,000 volts-Wire shall be No. 6 AWG or larger and insulated for at least the circuit voltage.

CONSTRUCTION METHODS

CONSTRUCTION OF VAULT AND PREFABRICATED METAL HOUSING

109-3.1 GENERAL. The Contractor shall construct the transformer vault or prefabricated metal housing at the location indicated in the plans. Vault construction shall be reinforced concrete, concrete masonry, or brick wall as specified. The metal housing shall be prefabricated equipment enclosure to be supplied in the size specified. The mounting pad or floor details, installation methods, and equipment placement are shown in the plans.

The Contractor shall clear, grade, and seed the area around the vault or metal housing for a minimum distance of 10 feet (3 m) on all sides. The slope shall be not less than $\frac{1}{2}$ in per ft (40 mm per m) away from the vault or metal housing in all directions.

The vault shall provide adequate protection against weather elements, including rain, wind-driven dust, snow, ice and excessive heat. The vault shall have sufficient filtered ventilation, to assure that the interior room temperatures and conditions do not exceed the recommended limits of the electrical equipment to be installed in the vault. Contractor is responsible for contacting the manufacturer of the equipment to be installed to obtain environmental limitations of the equipment to be installed.

109-3.2 FOUNDATION AND WALLS.

a. Reinforced Concrete Construction. The Contractor shall construct the foundation and walls in accordance with the details shown in the plans. Unless otherwise specified, internal ties shall be of the mechanical type so that when the forms are removed the ends of the ties shall be at least 1 in (25 mm) beneath the concrete surface; the holes shall be plugged and finished to prevent discoloration. Reinforcing steel shall be placed, as shown in the drawings, and secured in position to prevent displacement during the concrete placement.

The external surfaces of the concrete shall be thoroughly worked during the placing operation to force all coarse aggregate from the surface. Thoroughly work the mortar against the forms to produce a smooth finish free from air pockets and honeycomb.

The surface film of all pointed surfaces shall be removed before setting occurs. As soon as the pointing has set sufficiently, the entire surface inside and outside of the vault shall be thoroughly wet with water and rubbed with a No. 16 carborundum stone, or equivalent quality abrasive, bringing the surface to a paste. All form marks and projections shall be removed. The surface produced shall be smooth and dense without pits or irregularities. The materials which have been ground into a paste during the rubbing process shall be spread or brushed uniformly over the entire surface (except the interior surfaces that are to be painted shall have all paste removed by washing before painting) and permitted to reset. Final exterior finish shall be obtained by rubbing with No. 30 carborundum stone, or an equivalent quality abrasive. The surface shall be rubbed until the entire surface is smooth and uniform in color.

b. Brick and Concrete Construction. When this type of construction is specified, the foundation shall be concrete conforming to the details shown in the plans. The outer edge of the foundation at the floor level shall be beveled 1- $\frac{1}{2}$ in (37 mm) at 45 degrees. Brick walls shall be 8 in (200 mm) thick, laid in running bond with every sixth course a header course. Brick shall be laid in cement mortar (1 part masonry cement and 3 parts sand) with full mortar bed and shoved joints. All joints shall be completely filled with mortar, and facing brick shall be back-parged with mortar as work progresses. All joints shall

be 3/8 in (9 mm) thick, exterior joints tooled concave, and interior joints struck flush. Both interior and exterior brick surfaces shall be cleaned and nail holes, cracks and other defects filled with mortar. When specified, a nonfading mineral pigment mortar coloring shall be added to the mortar. Steel reinforcing bars, 3/8 in (9 mm) in diameter and 12 in (300 mm) long, shall be set vertically in the center of the brick wall on not more than 2 ft (60 cm) centers to project 2-½(60 mm) in into the concrete roof slab. Lintels for supporting the brickwork over doors, windows, and louvers shall consist of two 4 x 3 x 3/8 in (100 x 75 x 9 mm) steel angles. Lintels shall be painted with one coat of corrosion-inhibiting primer before installation, and all exposed parts shall be painted similar to doors and window sash after installation.

Window sills may be concrete poured in place or precast concrete as indicated in the plans. All exposed surfaces shall have a rubbed finish as specified under reinforced concrete construction. After completion, all interior and exterior faces of walls shall be scrubbed with a solution of muriatic acid and water in the proportions of not less than 1 part acid to 10 parts of water. All traces of efflorescence, loose mortar, and mortar stain shall be removed, and the walls washed down with clear water.

c. Concrete Masonry Construction. When this type of construction is specified, the foundation shall be concrete conforming to the details shown in the plans. The concrete masonry units shall be standard sizes and shapes and shall conform to ASTM C 90 and shall include the closures, jambs, and other shapes required by the construction as shown in the plans. Standard construction practice shall be followed for this type of work including mortar, joints, reinforcing steel for extensions into roof slab, etc. Plaster for interior walls, if specified, shall be Portland cement plaster.

109-3.3 ROOF. The roof shall be reinforced concrete as shown in the plans. Reinforcing steel shall be placed as shown in the drawing and secured in position to prevent displacement during the pouring of the concrete. The concrete shall be poured monolithically and shall be free of honeycombs and voids. The surface shall have a steel-troweled finish and shall be sloped as shown in the drawing. The underside of the roof slab shall be finished in the same manner as specified for walls.

One brush or mop coat of hot asphalt roof coating shall be applied to the top surface of the roof slab. The asphalt material shall be heated to within the range specified by the manufacturer and immediately applied to the roof. The finished coat shall be continuous over the roof surface and free from holidays and blisters. Smears and dribbles of asphalt on the roof edges and building walls shall be removed.

109-3.4 FLOOR. The floor shall be reinforced concrete as shown in the drawings. When present, all sod, roots, refuse, and other perishable material shall be removed from the area under the floor to a depth of 8 in (200 mm), unless a greater depth is specified in the invitation for bids. This area shall be backfilled with materials consisting of sand, cinders, gravel, or stone. Fill shall be placed in layers not to exceed 4 in (100 mm) and shall be thoroughly compacted by tamping or rolling. A layer of building paper shall be placed over the fill prior to placing concrete. The floor surfaces shall have a steel-troweled finish. The floor shall be level unless a drain is specified, in which case the floor shall be pitched ¼ in (6 mm) per ft downward toward the drain. A ¼ in (6 mm) asphalt felt expansion joint shall be placed between floor and foundation walls. The floor shall be poured monolithically and shall be free of honeycombs and voids.

109-3.5 FLOOR DRAIN. If shown in the plans, a floor drain and dry well shall be installed in the center of the floor of the equipment room. The dry well shall be excavated 4 x 4 feet (120 x 120 cm) square and to a depth of 4 feet (120 cm) below the finished floor elevation and shall be backfilled to the elevation of the underside of the floor with gravel - which shall all pass a 2 in (50 mm) mesh sieve and shall all be retained on a ¼ in (6 mm) mesh sieve. The gravel backfill shall be placed in 6 in (150 mm) maximum layers, and the entire surface of each layer shall be tamped either with a mechanical tamper or with a hand tamper weighing not less than 25 pounds (11 kg) and having a face area of not more than 36 square in (234 square cm) nor less than 16 square in (104 square cm). The drain inlet shall be set flush in the concrete floor. The drain shall have a clear opening of not less than 8 in (200 mm) in diameter.

109-3.6 CONDUITS IN FLOOR AND FOUNDATION. Conduits shall be installed in the floor and through the foundation walls in accordance with the details shown in the plans. All underground conduit shall be painted with a bituminous compound. Conduit shall be installed with a coupling or metal conduit adapter flush with the top of the floor. All incoming conduit shall be closed with a pipe plug to prevent the entrance of foreign material during construction. Space conduit entrances shall be left closed.

109-3.7 DOORS. Doors shall be metal-clad fireproof class A doors conforming to requirements of the National Electric Code and local electrical codes.

109-3.8 PAINTING. The floor, ceiling, and inside walls of concrete construction shall first be given a hardening treatment, after which the Contractor shall apply two coats of paint as specified below, except that interior face brick walls need not be painted. The hardening treatment shall consist of applying two coats of either a commercial floor hardener or a solution made by dissolving 2 pounds (0.9 kg) of magnesium fluosilicate or zinc sulfate crystals in 1 gallon (liter) of water. Each coat shall be allowed to dry at least 48 hours before the next application. After the second treating coat has dried, the surfaces shall be brushed clean of all crystals and thoroughly washed with clear water. Paint for walls and ceiling shall be a light gray color approved by the Engineer. The floor paint shall be a medium gray color approved by the Engineer. Before painting, the surfaces shall be dry and clean. The first coat shall be thinned by adding 2/3-quart (0.166 liters) of spar varnish and 1/3-quart (0.083 liters) of turpentine to each gallon (liter) of paint. The second coat shall be applied without thinning. All doors, lintels, and windows shall be cleaned to remove any rust or foreign material and shall be given one body and one finish coat of white paint. Bare metal surfaces shall be given a prime coat of corrosion-inhibiting primer prior to the body and finish coats.

109-3.9 LIGHTS AND SWITCHES. The Contractor shall furnish and install a minimum of two duplex convenience outlets in the vault room. Where a control room is specified, at least two duplex outlets shall be installed.

INSTALLATION OF EQUIPMENT IN VAULT OR PREFABRICATED METAL HOUSING

109-3.10 GENERAL. The Contractor shall furnish, install, and connect all equipment, equipment accessories, conduit, cables, wires, buses, grounds, and support necessary to insure a complete and operable electrical distribution center for the airport lighting system as specified herein and shown in the plans. When specified, an emergency power supply and transfer switch shall be provided and installed.

The equipment installation and mounting shall comply with the requirements of the National Electrical Code and local code agency having jurisdiction.

109-3.11 POWER SUPPLY EQUIPMENT. Transformers, regulators, booster transformers, and other power supply equipment items shall be furnished and installed at the location shown in the plans or as directed by the Engineer. The power supply equipment shall be set on steel "H" sections, "I" beams, channels, or concrete blocks to provide a minimum space of 1 ½ in (37 mm) between the equipment and the floor. The equipment shall be placed so as not to obstruct the oil-sampling plugs of the oil-filled units; and name-plates shall, so far as possible, not be obscured.

If specified in the plans and specifications, equipment for an alternate power source or an emergency power generator shall be furnished and installed. The alternate power supply installation shall include all equipment, accessories, an automatic changeover switch, and all necessary wiring and connections. The emergency power generator set shall be the size and type specified.

109-3.12 SWITCHGEAR AND PANELS. Oil switches, fused cutouts, relays, transfer switches, panels, panel boards, and other similar items shall be furnished and installed at the location shown in the plans or as directed by the Engineer. Wall or ceiling mounted items shall be attached to the wall or ceiling with

galvanized bolts of not less than 3/8 in (9 mm) diameter engaging metal expansion shields or anchors in masonry or concrete vaults.

109-3.13 DUCT AND CONDUIT. The Contractor shall furnish and install square-type exposed metallic ducts with hinged covers for the control circuits in the vault. These shall be mounted along the walls behind all floor-mounted equipment and immediately below all wall-mounted equipment. The hinged covers shall be placed to open from the front side with the hinges at the front bottom.

Wall brackets for square ducts shall be installed at all joints 2 feet (60 cm) or more apart with intermediate brackets as specified. Conduit shall be used between square ducts and equipment or between different items of equipment when the equipment is designed for conduit connection. When the equipment is not designed for conduit connection, conductors shall enter the square-type control duct through insulating bushings in the duct or on the conduit risers.

109-3.14 CABLE ENTRANCE AND HIGH-VOLTAGE BUS SYSTEM. Incoming underground cable from field circuits and supply circuits will be installed outside the walls of the transformer vault as a separate item under Item L-108. The Contractor installing the vault equipment shall bring the cables from the trench or duct through the entrance conduits into the vault and make the necessary electrical connections. For the incoming and outgoing high voltage load circuits, the Contractor shall furnish and install rigid metallic vi conduit risers, surmounted by potheads, from floor level to the level as shown in the plans.

The incoming high-voltage power supply service to the vault shall enter below the floor of the vault and shall rise from the floor level in a rigid metallic conduit riser, surmounted by a pothead, as described above. Using insulated high-voltage cable, the incoming power service shall be connected from the pothead to the oil-fused cutouts or to the specified disconnecting switch or equipment. From the oil-fused cutouts or disconnecting device, the insulated service conductors shall be connected to the overhead voltage bus system of the vault. The high-voltage bus system shall use the materials specified and shall be mounted and installed in accordance with the requirements of the National Electrical Code or the local code agency having jurisdiction.

109-3.15 WIRING AND CONNECTIONS. The Contractor shall make all necessary electrical connections in the vault in accordance with the wiring diagrams furnished and as directed by the Engineer. In wiring to the terminal blocks, the Contractor shall leave sufficient extra length on each control lead to make future changes in connections at the terminal block. This shall be accomplished by running each control lead the longest way around the box to the proper terminal. Leads shall be neatly placed in place.

109-3.16 MARKING AND LABELING. All equipment, control wires, terminal blocks, etc., shall be tagged, marked, or labeled as specified below:

a. Wire Identification. The Contractor shall furnish and install self-sticking wire labels or identifying tags on all control wires at the point where they connect to the control equipment or to the terminal blocks. Wire labels, if used, shall be of the self-sticking preprinted type and of the manufacturer's recommended size for the wire involved. Identification -markings designated in the plans shall be followed. Tags, if used, shall be of fiber not less than 3/4 in (13 mm) in diameter and not less than 1/32 in (1 mm) thick. Identification markings designated in the plans shall be stamped on tags by means of small tool dies. Each tag shall be securely tied to the proper wire by a nonmetallic cord.

b. Labels. The Contractor shall stencil identifying labels on the cases of regulators, breakers, and distribution and control relay cases with white oil paint as designated by the Engineer. The letters and numerals shall be not less than 1 in (25 mm) in height and shall be of proportionate width. The Contractor shall also mark the correct circuit designations in accordance with the wiring diagram on the terminal marking strips, which are a part of each terminal block.

METHOD OF MEASUREMENT

No separate Method or Measurement for Payment.

MATERIAL REQUIREMENTS

AC 150/5345-3	Specification for L-821 Panels for Remote Control of Airport Lighting
AC 150/5345-5	Circuit Selector Switch
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-10	Specification for Constant Current Regulators and Regulator Monitors
AC 150/5345-13A	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
ANSI/ICEA S-85-625-1996	Aircore, Polyethylene Insulated, Copper Conductor, Telecommunications Cable
ASTM A 615	Specification for Deformed and Plain Billet Steel Bars for Concrete Reinforcement
ASTM C 62	Specification for Building Brick (Solid Masonry Units Made from Clay or Shale)

ASTM C 90	Concrete Masonry Units, Loadbearing
ASTM D 2823	Asphalt Roof-Coating
FED SPEC J-C-30	Cable and Wire, Electrical (Power, Fixed Installation) (cancelled; replaced by AA-59544 Cable and Wire, Electrical (Power, Fixed Installation))
FED SPEC TT-E-487	Enamel, Floor and Deck
Master Painter's Institute	

END OF ITEM L-109

Item L-110 Airport Underground Electrical Duct Banks and Conduits

DESCRIPTION

110-1.1 This item shall consist of underground electrical conduits and duct banks (single or multiple conduits encased in concrete) installed in accordance with this specification at the locations and in accordance with the dimensions, designs, and details shown on the plans. This item shall include furnishing and installing of all underground electrical duct banks and individual and multiple underground conduits. It shall also include all turfing trenching, backfilling, removal, and restoration of any paved or turfed areas; concrete encasement, mandreling, pulling lines, duct markers, plugging of conduits, and the testing of the installation as a completed system ready for installation of cables in accordance with the plans and specifications. This item shall also include furnishing and installing conduits and all incidentals for providing positive drainage of the system. Verification of existing ducts is incidental to the pay items provided in this specification.

EQUIPMENT AND MATERIALS

110-2.1 GENERAL.

a. All equipment and materials covered by referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when so requested by the Engineer.

b. Manufacturer's certifications shall not relieve the Contractor of the Contractor's responsibility to provide materials in accordance with these specifications and acceptable to the Engineer. Materials supplied and/or installed that do not materially comply with these specifications shall be removed, when directed by the Engineer and replaced with materials, which do comply with these specifications, at the sole cost of the Contractor.

c. All materials and equipment used to construct this item shall be submitted to the Engineer for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be boldly and clearly made with arrows or circles (highlighting is not acceptable). Contractor is solely responsible for delays in project accruing directly or indirectly from late submissions or resubmissions of submittals.

d. The data submitted shall be sufficient, in the opinion of the Engineer, to determine compliance with the plans and specifications. [The Contractor's submittals shall be neatly bound in a properly sized 3-ring binder, tabbed by specification section.] The Engineer reserves the right to reject any and all equipment, materials or procedures, which, in the Engineer's opinion, does not meet the system design and the standards and codes, specified herein.

e. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least [twelve (12) months] from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

110-2.2 STEEL CONDUIT. Rigid galvanized steel conduit and fittings shall be hot dipped galvanized inside and out and conform to the requirements of Underwriters Laboratories Standard 6, 514B, and 1242.

110-2.3 PLASTIC CONDUIT. Plastic conduit and fittings shall conform to the requirements of Fed. Spec. W--C-1094, Underwriters Laboratories Standards UL-651 and Article 352 of the current National Electrical Code shall be one of the following, as shown on the plans:

- a. Type I--Schedule 40 PVC suitable for underground use either direct-buried or encased in concrete.
- b. Type II--Schedule 40 PVC suitable for either above ground or underground use.

The type of adhesive shall be as recommended by the conduit/fitting manufacturer.

110-2.4 SPLIT CONDUIT. Split conduit shall be pre-manufactured for the intended purpose and shall be made of steel or plastic.

110-2.5 CONDUIT SPACERS. Conduit spacers shall be prefabricated interlocking units manufactured for the intended purpose. They shall be of double wall construction made of high grade, high density polyethylene complete with interlocking cap and base pads, They shall be designed to accept No. 4 reinforcing bars installed vertically.

110-2.6 CONCRETE. Concrete shall conform to Item P-610, Structural Portland Cement Concrete, using [] inch maximum size coarse aggregate with a minimum 28 day compressive strength of [] psi. Where reinforced duct banks are specified, reinforcing steel shall conform to ASTM A 615 Grade 60. Concrete and reinforcing steel are incidental to the respective pay item of which they are a component part.

110-2.7 FLOWABLE BACKFILL. Flowable material used to back fill conduit and duct bank trenches shall conform to the requirements of Item P-153 "Controlled Low Strength Material".

110-2.8 DETECTABLE WARNING TAPE Plastic, detectable, color as noted magnetic tape shall be polyethylene film with a metallized foil core and shall be 4 - 6 in (75 - 150 mm) wide. Detectable tape is incidental to the respective bid item.

CONSTRUCTION METHODS

110-3.1 GENERAL. The Contractor shall install underground duct banks and conduits at the approximate locations indicated on the plans. The Engineer shall indicate specific locations as the work progresses, if required to differ from the plans. Duct banks and conduits shall be of the size, material, and type indicated on the plans or specifications. Where no size is indicated on the plans or in the specifications, conduits shall be not less than 2 in (50 mm) inside diameter or comply with the National Electrical Code based on cable to be installed, whichever is larger. All duct bank and conduit lines shall be laid so as to grade toward access points and duct or conduit ends for drainage. Unless shown otherwise on the plans, grades shall be at least 3 in (75 mm) per 100 feet (30 m). On runs where it is not practicable to maintain the grade all one way, the duct bank and conduit lines shall be graded from the center in both directions toward access points or conduit ends, with a drain into the storm drainage system. Pockets or traps where moisture may accumulate shall be avoided. No duct bank or underground conduit shall be less than 18 in below finished grade. Where under pavement, the top of the duct bank shall not be less than 18 in below the subgrade.

The Contractor shall mandrel each individual conduit whether the conduit is direct-buried or part of a duct bank. An iron-shod mandrel, not more than $\frac{1}{4}$ in (6 mm) smaller than the bore of the conduit shall be pulled or pushed through each conduit. The mandrel shall have a leather or rubber gasket slightly larger than the conduit hole.

The Contractor shall swab out all conduits/ducts and clean base can, manhole, pull boxes, etc. interiors IMMEDIATELY prior to pulling cable. Once cleaned and swabbed the base cans, manhole, pull boxes, etc. and all accessible points of entry to the duct/conduit system shall be kept closed except when installing cables. Cleaning of ducts, base cans, manholes, etc. is incidental to the pay item of the item being cleaned. All raceway systems left open, after initial cleaning, for any reason shall be recleaned at the Contractor's expense. All accessible points shall be kept closed when not installing cable. The Contractor shall verify existing ducts proposed for use in this project as clear and open. The Contractor shall notify the Engineer of any blockage in the existing ducts.

For pulling the permanent wiring, each individual conduit, whether the conduit is direct-buried or part of a duct bank, shall be provided with a 200 pound test polypropylene pull rope. The ends shall be secured and sufficient length shall be left in access points to prevent it from slipping back into the conduit. Where spare conduits are installed, as indicated on the plans, the open ends shall be plugged with removable tapered plugs, designed for this purpose.

All conduits shall be securely fastened in place during construction and shall be plugged to prevent contaminate from entering the conduits. Any conduit section having a defective joint shall not be installed. Ducts shall be supported and spaced apart using approved spacers at intervals not to exceed 5 feet.

Unless otherwise shown on the plans, concrete encased duct banks shall be used when crossing under pavements expected to carry aircraft loads.

Where turf is well established and the sod can be removed, it shall be carefully stripped and properly stored.

Trenches for conduits and duct banks may be excavated manually or with mechanical trenching equipment unless in pavement, in which case they shall be excavated with mechanical trenching equipment. Walls of trenches shall be essentially vertical so that a minimum of shoulder surface is disturbed. Blades of graders shall not be used to excavate the trench.

When rock is encountered, the rock shall be removed to a depth of at least 3 in below the required conduit or duct bank depth and it shall be replaced with bedding material of earth or sand containing no mineral aggregate particles that would be retained on a $\frac{1}{4}$ in sieve. Flowable backfill may alternatively be used. The Contractor shall ascertain the type of soil or rock to be excavated before bidding. All such rock removal shall be performed and paid for under Item P-152.

Underground electrical warning (Caution) tape shall be installed in the trench above all underground duct banks and conduits in unpaved areas. Contractor shall submit a sample of the proposed warning tape for approval by the Engineer. If not shown on the plans, the warning tape shall be located six in above the duct/conduit or the counterpoise wire if present.

Joints in plastic conduit shall be prepared in accordance with the manufacturer's recommendations for the particular type of conduit. Plastic conduit shall be prepared by application of a plastic cleaner and brushing a plastic solvent on the outside of the conduit ends and on the inside of the couplings. The conduit fitting shall then be slipped together with a quick one-quarter turn twist to set the joint tightly. Where more than one conduit is placed in a single trench, or in duct banks, joints in the conduit shall be staggered a minimum of 2 feet.

Changes in direction of runs exceeding 10 degrees, either vertical or horizontal, shall be accomplished using manufactured sweep bends.

Whether or not specifically indicated on the drawings, where the soil encountered at established duct bank grade is an unsuitable material, as determined by the Engineer, the unsuitable material shall be removed in accordance with Item P-152 and replaced with suitable material. Alternatively, additional duct bank supports that are adequate and stable shall be installed, as approved by the Engineer.

All excavation shall be unclassified and shall be considered incidental to the respective L-110 pay item of which it is a component part. Dewatering necessary for duct installation, erosion and turbidity control, in accordance with Federal, State, and Local requirements is incidental to its respective pay item as a part of Item L-110. The cost of all excavation regardless of type of material encountered, shall be included in the unit price bid for the L-110 Item.

Unless otherwise specified, excavated materials that are deemed by the Engineer to be unsuitable for use in backfill or embankments shall be removed and disposed of offsite.

Any excess excavation shall be filled with suitable material approved by the Engineer and compacted in accordance with item P-152.

It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation. Where existing active cables cross proposed installations, the Contractor shall insure that these cables are adequately protected. Where crossings are unavoidable, no splices will be allowed in the existing cables, except as specified on the plans. Installation of new cable where such crossings must occur shall proceed as follows:

(1) Existing cables shall be located manually. Unearthed cables shall be inspected to assure absolutely no damage has occurred

(2) Trenching, etc., in cable areas shall then proceed with approval of the Engineer, with care taken to minimize possible damage or disruption of existing cable, including careful backfilling in area of cable.

In the event that any previously identified cable is damaged during the course of construction, the Contractor shall be responsible for the complete repair.

110-3.2 DUCT BANKS. Unless otherwise shown in the plans, duct banks shall be installed so that the top of the concrete envelope is not less than 18 in (45 cm) below the bottom of the base or stabilized base course layers where installed under runways, taxiways, aprons, or other paved areas, and not less than 18 in (45 cm) below finished grade where installed in unpaved areas.

Unless otherwise shown on the plans, duct banks under paved areas shall extend at least 3 feet (90 cm) beyond the edges of the pavement or 3 feet (90 cm) beyond any underdrains that may be installed alongside the paved area. Trenches for duct banks shall be opened the complete length before concrete is placed so that if any obstructions are encountered, proper provisions can be made to avoid them. Unless otherwise shown on the plans, all duct banks shall be placed on a layer of concrete not less than 3 in (75 mm) thick prior to its initial set. Where two or more conduits in the duct bank are intended to carry conductors of equivalent voltage insulation rating, the Contractor shall space the conduits not less than 1-1/2 in (37 mm) apart (measured from outside wall to outside wall). Where two or more conduits in the duct bank are intended to carry conductors of differing voltage insulation rating, the Contractor shall space the conduits not less than 3 in apart (measured from outside wall to outside wall). All such multiple conduits shall be placed using conduit spacers applicable to the type of conduit. As the conduit laying progresses, concrete shall be placed around and on top of the conduits not less than 3 in (75 mm) thick unless otherwise shown on the plans. End bells or couplings shall be installed flush with the concrete encasement at access points.

Conduits forming the duct bank shall be installed using conduit spacers. No. 4 reinforcing bars shall be driven vertically into the soil a minimum of 6 in to anchor the assembly into the earth prior to placing the concrete encasement. For this purpose, the spacers shall be fastened down with locking collars attached to the vertical bars. Spacers shall be installed at 5 ft intervals. Spacers shall be in the proper sizes and configurations to fit the conduits. Locking collars and spacers shall be submitted to the Engineer for review prior to use.

When specified, the Contractor shall reinforce the bottom side and top of encasements with steel reinforcing mesh or fabric or other approved metal reinforcement. When directed, the Contractor shall supply additional supports where the ground is soft and boggy, where ducts cross under roadways, or where shown on the plans. Under such conditions, the complete duct structure shall be supported on reinforced concrete footings, piers, or piles located at approximately 5 ft (150 cm) intervals.

All pavement surfaces that are to have ducts installed therein shall be neatly saw cut to form a vertical face. All excavation shall be included in the contract with price for the duct.

Install a plastic, detectable, color as noted, 4 - 6 in (75 - 150 mm) wide tape 8 in (200 mm) minimum below grade above all underground conduit or duct lines not installed under pavement.

When existing cables are to be placed in split duct, encased in concrete, the cable shall be carefully located and exposed by hand tools. Prior to being placed in duct, the Engineer shall be notified so that he may inspect the cable and determine that it is in good condition. Where required, split duct shall be installed as shown on the drawings or as required by the Engineer.

110-3.3 CONDUITS WITHOUT CONCRETE ENCASEMENT. Trenches for single-conduit lines shall be not less than 6 in (150 mm) nor more than 12 in (300 mm) wide, and the trench for 2 or more conduits installed at the same level shall be proportionately wider. Trench bottoms for conduits without concrete encasement shall be made to conform accurately to grade so as to provide uniform support for the conduit along its entire length.

Unless otherwise shown on the plans, a layer of fine earth material, at least 4 in (100 mm) thick (loose measurement) shall be placed in the bottom of the trench as bedding for the conduit. The bedding material shall consist of soft dirt, sand or other fine fill, and it shall contain no particles that would be retained on a 1/4 in (6 mm) sieve. The bedding material shall be tamped until firm. Flowable backfill may alternatively be used.

Unless otherwise shown on plans, conduits shall be installed so that the tops of all conduits are at least 18 in (45 cm) below the finished grade.

When two or more individual conduits intended to carry conductors of equivalent voltage insulation rating are installed in the same trench without concrete encasement, they shall be spaced not less than 2 in (50 mm) apart (measured from outside wall to outside wall) in a horizontal direction and not less than 6 in (150 mm) apart in a vertical direction. Where two or more individual conduits intended to carry conductors of differing voltage insulation rating are installed in the same trench without concrete encasement, they shall be spaced not less than 3 in (75 mm) apart (measured from outside wall to outside wall) in a horizontal direction and not less than 6 in (150 mm) apart in a vertical direction.

Trenches shall be opened the complete length between normal termination points before conduit is installed so that if any unforeseen obstructions are encountered, proper provisions can be made to avoid them.

Conduits shall be installed using conduit spacers. No. 4 reinforcing bars shall be driven vertically into the soil a minimum of 6 in to anchor the assembly into the earth while backfilling. For this purpose, the spacers shall be fastened down with locking collars attached to the vertical bars. Spacers shall be installed

at 5 ft intervals. Spacers shall be in the proper sizes and configurations to fit the conduits. Locking collars and spacers shall be submitted to the Engineer for review prior to use.

110-3.4 MARKERS. The location of each end and of each change of direction of conduits and duct banks shall be marked by a concrete slab marker 2 feet (60 cm) square and 4 - 6 in (100 - 150 mm) thick extending approximately 1 in (25 mm) above the surface. The markers shall also be located directly above the ends of all conduits or duct banks, except where they terminate in a junction/access structure or building.

The Contractor shall impress the word "DUCT" or "CONDUIT" on each marker slab. The Contractor shall also impress on the slab the number and size of conduits beneath the marker along with all other necessary information as determined by the Engineer. The letters shall be 4 in (100 mm) high and 3 in (75 mm) wide with width of stroke $\frac{1}{2}$ in (12 mm) and $\frac{1}{4}$ in (6 mm) deep or as large as the available space permits. Furnishing and installation of duct markers is incidental to the respective duct pay item.

110-3.5 BACKFILLING FOR CONDUITS. For conduits, 8 in (200 cm) of sand, soft earth, or other fine fill (loose measurement) shall be placed around the conduits ducts and carefully tamped around and over them with hand tampers. The remaining trench shall then be backfilled and compacted in accordance with Item P-152 "Excavation and Embankment" except that material used for back fill shall be select material not larger than 4 in in diameter.

Flowable backfill may alternatively be used.

Trenches shall not contain pools of water during back, filling operations.

The trench shall be completely backfilled and tamped level with the adjacent surface: except that, where sod is to be placed over the trench, the backfilling shall be stopped at a depth equal to the thickness of the sod to be used, with proper allowance for settlement.

Any excess excavated material shall be removed and disposed of in accordance with instructions issued by the Engineer.

110-3.6 BACKFILLING FOR DUCT BANKS. After the concrete has cured, the remaining trench shall be backfilled and compacted in accordance with Item P-152 "Excavation and Embankment" except that the material used for backfill shall be select material not larger than 4 in in diameter. In addition to the requirements of P-152, where duct banks are installed under pavement, one moisture/density test per lift shall be made for each 250 linear feet of duct bank or one work period's construction, whichever is less.

Flowable backfill may alternatively be used.

Trenches shall not contain pools of water during backfilling operations.

The trench shall be completely backfilled and tamped level with the adjacent surface: except that, where sod is to be placed over the trench, the backfilling shall be stopped at a depth equal to the thickness of the sod to be used, with proper allowance for settlement.

Any excess excavated material shall be removed and disposed of in accordance with instructions issued by the Engineer.

110-3.7 RESTORATION. Where sod has been removed, it shall be replaced as soon as possible after the backfilling is completed. All areas disturbed by the work shall be restored to its original condition. The restoration shall include **sodding** shown on the plans. The Contractor shall be held responsible for maintaining all disturbed surfaces and replacements until final acceptance. All restoration shall be considered incidental to the respective L-110 pay item.

METHOD OF MEASUREMENT

No separate Method or Measurement for Payment.

MATERIAL REQUIREMENTS

Fed. Spec. W-C-1094	Conduit and Conduit Fittings; Plastic, Rigid (cancelled; replaced by UL 514 Boxes, Nonmetallic Outlet, Flush Device Boxes, & Covers, and UL 651 Standard for Conduit & Rigid PVC)
Underwriters Laboratories Standard 6	Rigid Metal Conduit
Underwriters Laboratories Standard 514B	Fittings for Cable and Conduit
Underwriters Laboratories Standard 1242	Intermediate Metal Conduit
Underwriters Laboratories Standard 651	Schedule 40 and 80 Rigid PVC Conduit (for Direct Burial)
Underwriters Laboratories Standard 651A	Type EB and A Rigid PVC Conduit and HDPE Conduit (for concrete encasement)

END OF ITEM L-110

Item L-115 Electrical Manholes and Junction Structures

DESCRIPTION

115-1.1 This item shall consist of electrical manholes and junction structures (handholes, pull boxes, junction cans, etc.) installed in accordance with this specification, at the indicated locations and conforming to the lines, grades and dimensions shown on the plans or as required by the Engineer. This item shall include the installation of each electrical manhole and/or junction structures with all associated excavation, backfilling, sheeting and bracing, concrete, reinforcing steel, ladders, appurtenances, testing, dewatering and restoration of surfaces to the satisfaction of the Engineer.

EQUIPMENT AND MATERIALS

115-2.1 GENERAL.

a. All equipment and materials covered by referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when so requested by the Engineer.

b. Manufacturer's certifications shall not relieve the Contractor of the Contractor's responsibility to provide materials in accordance with these specifications and acceptable to the Engineer. Materials supplied and/or installed that do not materially comply with these specifications shall be removed, when directed by the Engineer and replaced with materials, which do comply with these specifications, at the sole cost of the Contractor.

c. All materials and equipment used to construct this item shall be submitted to the Engineer for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be boldly and clearly made with arrows or circles (highlighting is not acceptable). Contractor is solely responsible for delays in project accruing directly or indirectly from late submissions or resubmissions of submittals.

d. The data submitted shall be sufficient, in the opinion of the Engineer, to determine compliance with the plans and specifications. [The Contractor's submittals shall be neatly bound in a properly sized 3-ring binder, tabbed by specification section.] The Engineer reserves the right to reject any and all equipment, materials or procedures, which, in the Engineer's opinion, does not meet the system design and the standards and codes, specified herein.

e. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least [twelve (12) months] from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

115-2.2 CONCRETE STRUCTURES. Cast-in-place concrete structures shall conform to the details and dimensions shown on the plans.

Provide precast concrete structures where shown on the plans. Precast concrete structures shall be an approved standard design of the manufacturer. Precast units shall have mortar or Bitumastic sealer placed between all joints to make them watertight. The structure shall be designed to withstand [1b aircraft] loads, unless otherwise shown on the plans. Openings or knockouts shall be provided in the structure as detailed on the plans.

Threaded inserts and pulling eyes shall be cast in as shown.

If the Contractor chooses to propose a different structural design, signed and sealed shop drawings, design calculations, and other information requested by the Engineer shall be submitted by the Contractor to allow for a full evaluation by the Engineer. The Engineer shall review in accordance with the process defined in the General Provisions.

115-2.3 JUNCTION CANS. Junction Cans shall be L-867 Class 1 (non-load bearing) or L-868 Class 1 (load bearing) cans encased in concrete. The cans shall have a galvanized steel blank cover, gasket, and stainless steel hardware. Covers shall be 3/8" thickness for L-867 and 3/4" thickness for L-868.

115-2.4 MORTAR. The mortar shall be composed of one part of Portland cement and two parts of mortar sand, by volume. The Portland cement shall conform to the requirements of ASTM C 150, Type I. The sand shall conform to the requirements of ASTM C 144. Hydrated lime may be added to the mixture of sand and cement in an amount not to exceed 15 percent of the weight of cement used. The hydrated lime shall meet the requirements of ASTM C 6. The water shall be clean and free of deleterious amounts of acid, alkalis or organic material. If the water is of questionable quality, it shall be tested in accordance with AASHTO T-26.

115-2.5 CONCRETE. All concrete used in structures shall conform to the requirements of Item P-610, Structural Portland Cement Concrete.

115-2.6 FRAMES AND COVERS. The frames shall conform to one of the following requirements.

- | | | |
|----|---------------------|--|
| a. | ASTM A 48 | Gray iron castings |
| b. | ASTM A 47 | Malleable iron castings |
| c. | ASTM A 27 | Steel castings |
| d. | ASTM A 283, Grade D | Structural steel for grates and frames |
| e. | ASTM A 536 | Ductile iron castings |
| f. | ASTM A 897 | Austempered ductile iron castings |

All castings specified shall withstand a maximum tire pressure of [psi] and maximum load of [lb].

All castings or structural steel units shall conform to the dimensions shown on the plans and shall be designed to support the loadings specified.

Each frame and cover unit shall be provided with fastening members to prevent it from being dislodged by traffic, but which will allow easy removal for access to the structure.

All castings shall be thoroughly cleaned. After fabrication, structural steel units shall be galvanized to meet the requirements of ASTM A 123.

Each cover shall have the word "ELECTRIC" or other approved designation cast on it. Each frame and cover shall be as shown on the plans or approved equivalent. No cable notches are required.

115-2.7 LADDERS. Ladders, if specified, shall be galvanized steel or as shown on the plans.

115-2.8 REINFORCING STEEL. All reinforcing steel shall be deformed bars of new billet steel meeting the requirements of ASTM A 615, Grade 60.

115-2.9 BEDDING/SPECIAL BACKFILL. Bedding or special backfill shall be as shown on the plans.

115-2.10 FLOWABLE BACKFILL. Flowable material used to backfill shall conform to the requirements of Item P-153 "Controlled Low Strength Material".

115-2.11 CABLE TRAYS. Cable trays shall be of galvanized steel, plastic, or aluminum. Cable trays shall be located as shown on the plans.

115-2.12 PLASTIC CONDUIT. Plastic conduit shall comply with Item L-110 - Airport Underground Electrical Duct Banks and Conduits.

115-2.13 CONDUIT TERMINATORS. Conduit terminators shall be pre-manufactured for the specific purpose and sized as required or as shown on the plans.

115-2.14 PULLING-IN IRONS. Pulling-in irons shall be manufactured with 7/8 in (22 mm) diameter hot-dipped galvanized steel or stress-relieved carbon steel roping designed for concrete applications (7 strand, 1/2 in diameter with an ultimate strength of 270,000 psi). Where stress-relieved carbon steel roping is used, a rustproof sleeve shall be installed at the hooking point and all exposed surfaces shall be encapsulated with a polyester coating to prevent corrosion.

115-2.15 GROUND RODS. Ground rods shall be one piece, [solid stainless steel] [copper] or [copper clad]. The ground rods shall be of the length and diameter specified on the plans, but in no case shall they be less than 8-feet (240 cm) long nor less than 5/8 in (15 mm) in diameter.

CONSTRUCTION METHODS

115-3.1 UNCLASSIFIED EXCAVATION. It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation. Damage to utility lines, through lack of care in excavating, shall be repaired or replaced to the satisfaction of the Engineer without additional expense to the Owner.

The Contractor shall perform excavation for structures and structure footings to the lines and grades or elevations shown on the plans or as staked by the Engineer. The excavation shall be of sufficient size to permit the placing of the full width and length of the structure or structure footings shown.

All excavation shall be unclassified and shall be considered incidental to the respective L-115 pay item of which it is a component part. Dewatering necessary for L-115 structure installation, erosion and turbidity control, in accordance with Federal, State, and Local requirements is incidental to its respective pay item as a part of Item L-115. The cost of all excavation regardless of type of material encountered, shall be included in the unit price bid for the L-115 Item.

Boulders, logs and all other objectionable material encountered in excavation shall be removed. All rock and other hard foundation material shall be cleaned of all loose material and cut to a firm surface either level, stepped or serrated, as directed by the Engineer. All seams, crevices, disintegrated rock and thin strata shall be removed. When concrete is to rest on a surface other than rock, special care shall be taken not to disturb the bottom of the excavation. Excavation to final grade shall not be made until just before the concrete or reinforcing is to be placed.

The Contractor shall provide all bracing, sheeting and shoring necessary to implement and protect the excavation and the structure as required for safety or conformance to governing laws. The cost of bracing, sheeting and shoring shall be included in the unit price bid for the structure.

Unless otherwise provided, bracing, sheeting and shoring involved in the construction of this item shall be removed by the Contractor after the completion of the structure. Removal shall be effected in a manner that will not disturb or mar finished masonry. The cost of removal shall be included in the unit price bid for the structure.

After each excavation is completed, the Contractor shall notify the Engineer. Structures shall be placed after the Engineer has approved the depth of the excavation and the suitability of the foundation material.

Prior to installation the Contractor shall provide a minimum of 6 in of sand or a material approved by the Engineer as a suitable base to receive the structure. The base material shall be compacted and graded level and at proper elevation to receive the structure in proper relation to the conduit grade or ground cover requirements, as indicated on the plans.

115-3.2 CONCRETE STRUCTURES. Concrete structures shall be built on prepared foundations conforming to the dimensions and form indicated on the plans. The concrete and construction methods shall conform to the requirements specified in Item P-610. Any reinforcement required shall be placed as indicated on the plans and shall be approved by the Engineer before the concrete is placed.

115-3.3 PRECAST UNIT INSTALLATIONS. Precast units shall be installed plumb and true. Joints shall be made watertight by use of sealant at each tongue-and-groove joint and at roof of manhole. Excess sealant shall be removed and severe surface projections on exterior of neck shall be removed.

115-3.4 PLACEMENT AND TREATMENT OF CASTINGS, FRAMES AND FITTINGS. All castings, frames and fittings shall be placed in the positions indicated on the Plans or as directed by the Engineer and shall be set true to line and to correct elevation. If frames or fittings are to be set in concrete or cement mortar, all anchors or bolts shall be in place and position before the concrete or mortar is placed. The unit shall not be disturbed until the mortar or concrete has set.

Field connections shall be made with bolts, unless indicated otherwise. Welding will not be permitted unless shown otherwise on the approved shop drawings and written permission is granted by the casting manufacturer. Erection equipment shall be suitable and safe for the workman. Errors in shop fabrication or deformation resulting from handling and transportation that prevent the proper assembly and fitting of parts shall be reported immediately to the Engineer and approval of the method of correction shall be obtained. Approved corrections shall be made at Contractor's expense.

Anchor bolts and anchors shall be properly located and built into connection work. Bolts and anchors shall be preset by the use of templates or such other methods as may be required to locate the anchors and anchor bolts accurately.

Pulling-in irons shall be located opposite all conduit entrances into structures to provide a strong, convenient attachment for pulling-in blocks when installing cables. Pulling-in irons shall be set directly into the concrete walls of the structure.

115-3.5 INSTALLATION OF LADDERS. Ladders shall be installed such that they may be removed if necessary. Mounting brackets shall be supplied top and bottom and shall be cast in place during fabrication of the structure or drilled and grouted in place after erection of the structure.

115-3.6 REMOVAL OF SHEETING AND BRACING. In general, all sheeting and bracing used to support the sides of trenches or other open excavations shall be withdrawn as the trenches or other open excavations are being refilled. That portion of the sheeting extending below the top of a structure shall be withdrawn, unless otherwise directed, before more than six (6) in of material is placed above the top of the structure and before any bracing is removed. Voids left by the sheeting shall be carefully refilled with selected material and rammed tight with tools especially adapted for the purpose or otherwise as may be approved.

The Engineer may order the Contractor to delay the removal of sheeting and bracing if, in his judgment, the installed work has not attained the necessary strength to permit placing of backfill.

115-3.7 BACKFILLING. After a structure has been completed, the area around it shall be backfilled in horizontal layers not to exceed 6 in in thickness measured after compaction to the density requirements in Item P-152. Each layer shall be deposited all around the structure to approximately the same elevation. The top of the fill shall meet the elevation shown on the plans or as directed by the Engineer.

Backfill shall not be placed against any structure until permission is given by the Engineer. In the case of concrete, such permission shall not be given until tests made by the laboratory under supervision of the Engineer establish that the concrete has attained sufficient strength to provide a factor of safety against damage or strain in withstanding any pressure created by the backfill or the methods used in placing it.

Where required, the Engineer may direct the Contractor to add, at his own expense, sufficient water during compaction to assure a complete consolidation of the backfill. The Contractor shall be responsible for all damage or injury done to conduits, duct banks, structures, property or persons due to improper placing or compacting of backfill.

115-3.8 CONNECTION OF DUCT BANKS. To relieve stress of joint between concrete-encased duct banks and structure walls, reinforcement rods shall be placed in the structure wall and shall be formed and tied into duct bank reinforcement at the time the duct bank is installed.

115-3.9 GROUNDING. A ground rod shall be installed in the floor of all concrete structures so that the top of rod extends 6 in (154 mm) above the floor. The ground rod shall be installed within 1 ft of a corner of the concrete structure. Ground rods shall be installed prior to casting the bottom slab. Where the soil condition does not permit driving the ground rod into the earth without damage to the ground rod, the Contractor shall drill a 4 in diameter hole into the earth to receive the ground rod. The hole around the ground rod shall be filled throughout its length, below slab, with Portland cement grout. Ground rods shall be installed in precast bottom slab of structures by drilling a hole through bottom slab and installing the ground rod. Bottom slab penetration shall be sealed watertight with Portland cement grout around the ground rod.

A grounding bus of 4/0 bare stranded copper shall be exothermically bonded to the ground rod and loop the concrete structure walls. The ground bus shall be a minimum of 1 ft above the floor of the structure and separate from other cables. No. 2 AWG bare copper pigtailed shall bond the grounding bus to all cable trays and other metal hardware within the concrete structure. Connections to the grounding bus shall be exothermic. Hardware connections may be mechanical, using a lug designed for that purpose.

115-3.10 CLEANUP AND REPAIR. After erection of all galvanized items, damaged areas shall be repaired by applying a liquid cold-galvanizing compound conforming MIL-P-21035. Surfaces shall be prepared and compound applied in accordance with manufacturer's recommendations.

Prior to acceptance, the entire structure shall be cleaned of all dirt and debris.

115-3.11 RESTORATION. After the backfill is completed, the Contractor shall dispose of all surplus material, dirt and rubbish from the site. The Contractor shall restore all disturbed areas equivalent to or better than their original condition. All sodding, grading and restoration shall be considered incidental to the respective L-115 pay item.

The Contractor shall grade around structures as required to provide positive drainage away from the structure.

Areas with special surface treatment, such as roads, sidewalks, or other paved areas shall have backfill compacted to match surrounding areas, and surfaces shall be repaired using materials comparable to original materials.

After all work is completed, the Contractor shall remove all tools and other equipment, leaving the entire site free, clear and in good condition.

115-3.12 INSPECTION. Prior to final approval, the electrical structures shall be thoroughly inspected for conformance with the plans and this specification. Any indication of defects in materials or workmanship shall be further investigated and corrected. The earth resistance to ground of each ground rod shall not exceed 25 ohms. Each ground rod shall be tested using the fall-of-potential ground impedance test as described by ANSI IEEE Standard 81. This test shall be performed prior to establishing connections to other ground electrodes.

115-3.13 Manhole Elevation Adjustments. The Contractor shall adjust the tops of existing manholes in areas designated in the Contract Documents to the new elevations shown. The Contractor shall be responsible for determining the exact height adjustment required to raise the top of each manhole to the new elevations. The existing top elevation of each manhole to be adjusted shall be determined in the field and subtracted/added from the proposed top elevation.

The Contractor shall remove/extend the existing top section or ring and cover on the manhole structure or manhole access. The Contractor shall then install precast concrete sections or grade rings of the required dimensions to adjust the manhole top to the new proposed elevation or shall cut the existing manhole walls to shorten the existing structure, as required by final grades. Finally, the Contractor shall reinstall the manhole top section or ring and cover on top and check the new top elevation.

The Contractor shall construct a concrete slab around the top of adjusted structures located in graded areas that are not to be paved. The concrete slab shall conform to the dimensions shown on the plans.

115-3.14 Duct Extension to Existing Ducts. Where existing concrete encased ducts are to be extended, the duct extension shall be concrete encased plastic conduit. The fittings to connect the ducts together shall be standard manufactured connectors designed and approved for the purpose. The duct extensions shall be installed according to the concrete encased duct detail and as shown on the plans.

METHOD OF MEASUREMENT

No separate Method or Measurement for Payment.

BASIS OF PAYMENT

No separate Method or Measurement for Payment.

MATERIAL REQUIREMENTS

ANSI/IEEE Std 81	IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-26	Specification for L-823 Plug and Receptacle Cable Connectors
FED SPEC J-C-30	Cable and Wire, Electrical Power, Fixed Installation (cancelled; replaced by AA-59544 Cable and Wire, Electrical (Power, Fixed Installation))
ASTM B.3	Soft or Annealed Copper Wire
ASTM B.8	Concentric-Lay-Stranded Copper Conductor, Hard, Medium-Hard, or Soft

END OF ITEM L-115

Item L-119 Airport Obstruction Lights

DESCRIPTION

119-1.1 This item shall consist of furnishing and installing obstruction lights in accordance with these specifications. Included in this item shall be the furnishing and installing of wood poles, steel or iron pipes, or other supports as required in the plans or specifications.

This item shall also include all wire and cable connections, the furnishing and installing of all necessary conduits and fittings, insulators, pole steps, pole cross arms, and the painting of poles and pipes. In addition, it includes the furnishing and installing of all lamps and, if required, the furnishing and installing of insulating transformers, the servicing and testing of the installation and all incidentals necessary to place the lights in operation as completed units to the satisfaction of the Engineer.

EQUIPMENT AND MATERIALS

119-2.1 GENERAL.

a. Airport lighting equipment and materials covered by Federal Aviation Administration (FAA) specifications shall be certified and listed under Advisory Circular (AC) 150/5345-53, Airport Lighting Equipment Certification Program.

b. All other equipment and materials covered by other reference specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the Engineer.

c. Manufacturer's certifications shall not relieve the Contractor of the Contractor's responsibility to provide materials in accordance with these specifications and acceptable to the Engineer. Materials supplied and/or installed that do not materially comply with these specifications shall be removed, when directed by the Engineer and replaced with materials, which do comply with these specifications, at the sole cost of the Contractor.

d. All materials and equipment used to construct this item shall be submitted to the Engineer for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be boldly and clearly made with arrows or circles (highlighting is not acceptable). Contractor is solely responsible for delays in project accruing directly or indirectly from late submissions or resubmissions of submittals.

e. The data submitted shall be sufficient, in the opinion of the Engineer, to determine compliance with the plans and specifications. [The Contractor's submittals shall be neatly bound in a properly sized 3-ring binder, tabbed by specification section.] The Engineer reserves the right to reject any and all equipment, materials or procedures, which, in the Engineer's opinion, does not meet the system design and the standards and codes, specified herein.

f. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least [twelve (12) months] from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

119-2.2 OBSTRUCTION LIGHTS. The obstruction lights shall conform to the requirements of AC 150/5345-43, Specification for Obstruction Lighting Equipment.

119-2.3 ISOLATION TRANSFORMERS. Where required for series circuits, the isolation transformers shall conform to the requirements of AC 150/5345-47, Isolation Transformers for Airport Lighting Systems.

119-2.4 TRANSFORMER HOUSING. Transformer housings, if specified, shall conform to AC 150/5345-42, Specification for Airport Light Base and Transformer Housings, Junction Boxes, and Accessories.

119-2.5 CONDUIT. Steel conduit and fittings shall be in accordance with Underwriters Laboratories Standard 6, 514, and 1242.

119-2.6 PLASTIC CONDUIT (for use below grade only). Plastic conduit and fittings shall conform to the requirements of Fed. Spec. W--C-1094 and Underwriters Laboratories Standards UL-651 and shall be one of the following, as shown on the plans:

- a. Type I--Schedule 40 PVC suitable for underground use either direct-buried or encased in concrete.
- b. Type II--Schedule 40 PVC suitable for either above ground or underground use.

119-2.7 WIRES. Wires in conduit rated up to 5,000 volts shall conform to AC 150/5345 7, Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits, for rubber insulated neoprene covered wire, or Fed. Spec. J-C-30, Type RHW, for rubber insulated fibrous covered wire. For ratings up to 600 volts, thermoplastic wire conforming to Fed. Spec. J-C-30, Types TW, THW, and THWN-2, shall be used. The wires shall be of the type, size, number of conductors, and voltage shown in the plans or in the proposal. Overhead line wire from pole to pole, where specified, shall conform to ANSI/ICEA S-70-547-1992.

119-2.8 MISCELLANEOUS. Paint, poles, pole steps, insulators, and all other miscellaneous materials necessary for the completion of this item shall be new and first-grade commercial products. These products shall be as specified in the plans or specifications.

CONSTRUCTION METHODS

119-3.1 PLACING THE OBSTRUCTION LIGHTS. The Contractor shall furnish and install single-or double-obstruction lights as specified in the proposal and shown in the plans. The obstruction lights shall be mounted on poles, buildings, or towers approximately at the location shown in the plans. The exact location shall be as directed by the Engineer.

119-3.2 INSTALLATION ON POLES. Where obstruction lights are to be mounted on poles, each obstruction light shall be installed with its hub at least as high as the top of the pole. All wiring shall be run in not less than 1 in (25 mm) galvanized rigid steel conduit. If specified, pole steps shall be furnished and installed, the lowest step being 5 feet (150 cm) above ground level. Steps shall be installed alternately on diametrically opposite sides of the pole to give a rise of 18 in (45 cm) for each step. Conduit shall be fastened to the pole with galvanized steel pipe straps and shall be secured by galvanized lag screws. Poles shall be painted as shown in the plans and specifications.

When obstruction lights are installed on existing telephone or power poles, a large fiber insulating sleeve of adequate diameter and not less than 4-feet (120 cm) long, shall be installed to extend 6 in (150 mm) above the conductors on the upper cross arm. In addition, the sleeve shall be at least 18 in (45 cm) below the conductors on the lower cross arm. The details of this installation shall be in accordance with the plans.

119-3.3 INSTALLATION ON BEACON TOWER. Where obstruction lights are installed on a beacon tower, two obstruction lights shall be mounted on top of the beacon tower using 1 in (25 mm) conduit. The conduit shall screw directly into the obstruction light fixtures and shall support them at a height of not less than 4 in (100 mm) above the top of the rotating beacon. If obstruction lights are specified at lower levels, the Contractor shall install not less than 1 in (25 mm) galvanized rigid steel conduit with standard conduit fittings for mounting the fixtures. The fixtures shall be mounted in an upright position in all cases. The conduit shall be fastened to the tower members with "wraplock" straps, clamps, or approved fasteners spaced approximately 5 feet (150 cm) apart. Three coats of aviation-orange paint shall be applied (one prime, one body, and one finish coat) to all exposed material installed.

119-3.4 INSTALLATION ON BUILDINGS, TOWERS, SMOKESTACKS, ETC. Where obstruction lights are to be installed on buildings or similar structures, the installation shall be made in accordance with details shown in the plans. The hub of the obstruction light shall be not less than 1 ft (30 cm) above the highest point of the obstruction except in the case of smokestacks where the uppermost units shall be mounted not less than 5 feet (150 cm), nor more than 10 feet (3 m) below the top of the stack. Conduit supporting the obstruction light units shall be fastened to wooden structures with galvanized steel pipe straps and shall be secured by 1-½ in (37 mm) No. 10 galvanized wood screws. Conduit shall be fastened to masonry structures by the use of expansion shields, screw anchors, or toggle bolts using No. 10, or larger, galvanized wood or machine screws. Conduit fastened to structural steel shall have the straps held with not less than No. 10 roundhead machine screws in drilled and tapped holes. Fastenings shall be approximately 5 feet (150 cm) apart. Three coats of aviation-orange paint shall be applied (one prime, one body, and one finish coat) to all exposed material installed.

119-3.5 SERIES ISOLATION TRANSFORMERS. The L-810 series obstruction light does not include a film cutout; therefore, an isolation transformer is required with each series lamp. Double series units of this type require two series insulating transformers. The transformer shall be housed in a base or buried directly in the earth in accordance with the details shown in the plans.

119-3.6 WIRING. The Contractor shall furnish all necessary labor and materials and shall make complete electrical connections from the underground cable or other source of power in accordance with the wiring diagram furnished with the project plans. If underground cable is required for the power feed and if duct is required under paved areas, the cable and duct shall be installed in accordance with and paid for as described in Item L-108, Underground Power Cable for Airports, and Item L-110, Airport Underground Electrical Duct Banks and Conduit.

119-3.7 LAMPS. The Contractor shall furnish and install in each unit one or two lamps, as required, conforming to the manufacturer's requirements.

119-3.8 TESTS. The installation shall be fully tested by continuous operation for not less than 1/2 hour as a completed unit prior to acceptance. These tests shall include the functioning of each control not less than 10 times.

METHOD OF MEASUREMENT

No separate Method or Measurement for Payment.

MATERIAL REQUIREMENTS

AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-42	Specification for Airport Light Base and Transformer Housing, Junction Boxes, and Accessories
AC 150/5345-43	Specification for Obstruction Lighting Equipment
AC 150/5345-47	Isolation Transformers for Airport Lighting Systems
ANSI/ICEA S-70-547-1992	Weather-Resistant Polyolefin-Covered Wire and Cable
FED SPEC J-C-30	Cable and Wire, Electrical (Power, Fixed Installation) (cancelled; replaced by AA-59544 Cable and Wire, Electrical (Power, Fixed Installation))

END OF ITEM L-119

ITEM S001 MOBILIZATION

S001.01 DESCRIPTION. This work consists of preparatory work and operations, including those necessary for movement of personnel, equipment, supplies and incidentals to the project site; the establishment of offices, buildings and other facilities necessary for work on the project; the cost of bonds and any required insurance; and other preconstruction expenses necessary for start of the work, excluding the cost of construction materials.

S001.02 PAYMENT.

Payment will be made under:

Item No.	Pay Item	Pay Unit
S001	Mobilization	Lump Sum

ITEM S002 SEMIFLUSH MARKER FOR TAXIWAY CENTERLINE MARKING

S002-1 DESCRIPTION. This section provides the standards for semiflush markerS for taxiway centerline marking.

S002-2 REFERENCES. Refer to FAA Advisory Circular No. 150/5345-39D SPECIFICATION FOR L-853, RUNWAY AND TAXIWAY RETROREFLECTIVE MARKERS.

S002-3 MATERIAL REQUIREMENTS.

3.1 Type I Marker, Semiflush marker for Taxiway Centerline Marking.

3.1.1 Design

- a. Style I markers must withstand the impact of a snowplow blade without damage or must be configured so that the blade passes over the marker.
- b. The base must have adequate area to dissipate the loading specified in referenced advisory circular and provide for secure bonding to the pavement.
- c. The marker may be unidirectional or bi-directional, depending on the user's requirements.
- d. The design of the marker must minimize scratching and abrasion of the retroreflective material.

3.1.2 Dimensions.

- a. The Type I marker must not project more than 3/4 inch (20 mm) above the pavement surface.
- b. All corners and edges of the marker projecting above the pavement must be rounded to a minimum radius of 1/8 inch (3 mm).
- c. The minimum retroreflective area in each viewing direction must be 1.5 in² (9.7 cm²) for Style I markers.

3.1.3 Bonding.

- a. Type I, Style I markers bonded to the pavement surface must have a clean, flat, hard, rough-textured surface that will promote bonding.
- b. The bonding material must be specified or supplied by the manufacturer and must meet the requirements of referenced advisory circular.

S002-4 CONSTRUCTION REQUIREMENTS.

- (a) General:** Clean and dry new asphaltic surface prior to installation. Install in accordance with manufacturers recommendations.

S002-5 MEASUREMENT.

The semiflush marker for taxiway centerline marking will be counted in place.

S002-6 PAYMENT.

Payment will be made at the contract unit price per each.

Payment will be made under:

Item No.	Pay Item	Pay Unit
S002	Semiflush Marker For Taxiway Centerline Marking	per Each

END ITEM S002

ITEM S003 CONSTRUCTION LAYOUT

The Contractor will be responsible for establishing all lines and grades and staking out all work on this project, including establishing sufficient vertical and horizontal points for utility location. Owner shall provide engineering surveys to establish reference point for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the work. If the Contractor's works from intermediate bench marks shown on the plans, he is cautioned against accepting the values shown without checking against the bench mark established by the owner for vertical control on this project.

The Contractor shall employ sufficient qualified engineering personnel experienced in layout to correctly establish and keep complete and comprehensive records of all lines and grades necessary from initial layout to final acceptance. The Contractor will be liable for the accuracy of the initial layout and all subsequent alignment and elevations and shall, at his own expense, rebuild, repair or make good any portion of the work found to be incorrectly position either horizontally or vertically at any time before final acceptance. The Contractor shall notify the Owner's Representative immediately of any apparent errors in the plans.

The Owner's Representative may, at his option, make either spot or complete checks on all construction alignment and grades to determine the correctness of the survey work; however, these checks will not relieve the Contractor of his responsibility for constructing the work in the positions and to the elevations shown on the plans or approved revisions thereto.

Payment will be made under:

Item No.	Pay Item	Pay Unit
S003	Construction Layout	Lump Sum

END ITEM S003

ITEM S005 TAXIWAY LIGHTING MODIFICATIONS AND ADDITIONS

S005-1 DESCRIPTION. This section provides the standards for modifications and additions of existing taxiway edge lights to support the proposed taxiway extension.

S005-2 CONSTRUCTION REQUIREMENTS.

- (a) **General:** This item shall include modifications and additions of existing taxiway edge lights to support the proposed taxiway extension. Work included shall consist of providing 5KV cable in conduit, providing splices consisting of L-823 connectors with 5KV heat shrink tubing at existing edge light locations for extension of existing circuit to new lights, providing L-867 can and L-861 taxiway edge lights at new light locations, providing new Quazite boxes and conduits for taxiway crossing, providing counterpoise and safety ground conductors, and providing concrete maintenance pad. Work included shall consist of providing new L-861 MITL taxiway edge lights, mandatory and directional guidance signs, concrete maintenance pads, cans, and extension and termination of conduit and cabling to new light fixture locations.

S005-3 MEASUREMENT.

There will be no separate measurement for payment.

S005-4 PAYMENT.

Payment will be made under:

Item No.	Pay Item	Pay Unit
S005	Taxiway Lighting Modifications and Additions	LUMP SUM

END ITEM S005

CONTRACT DOCUMENTS

SECTION A: ADVERTISEMENT FOR BIDDERS

Proof of Publication Required.

SEALED BIDS for construction of the following will be received by the City of Hattiesburg in the City Clerks Office, City Hall, Hattiesburg, MS 39401 until 10:00 a.m. Central Time on June 14, 2018 for Hattiesburg-Bobby L. Chain Municipal Airport Taxiway A Extension Part 2(A.I.P. Project No. 3-28-0031-0025-2018) for the City of Hattiesburg.

This project shall generally consist of work which includes: earthwork, base, paving, marking and turfing.

Each bid shall generally be accompanied by a bid bond. All bids must be written accompanied by bid security equal to five (5) percent of the total base bid, in the form of a certified check, cashier's check written by a company properly licensed in Mississippi.

Bids will be publicly opened and read aloud. Any bid received after closing time will be returned unopened.

Copies of the Contract Documents are on file at the City Engineering Office, 212 West Front Street, Hattiesburg, MS 39401 and are open for public inspection.

Contract documents may be examined and secured by licensed contractors, sub-contractors, and material suppliers from ARE Consultants, Inc. at (318)222-8252. Additional copies are available at the City Engineering Office. Make inquiries to obtain plans to Lamar Rutland, PE, Director of Engineering, 212 West Front Street, Hattiesburg, MS 39401. Plans are available upon deposit of One Hundred Dollars (\$100.00) per set for each set obtained. Direct questions to the Engineer at (318) 222-8252. The deposit will be refunded upon return of the drawings and specifications in good condition within ten (10) days after date of opening of bids.

Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids can be submitted at www.centralbidding.com.

Evidence that a Contractor holds a valid Mississippi Contractor's License must be presented prior to release of bidding documents and/or submittal of a bid proposal. The required classification is Highway, Street, and Bridge Construction.

It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds.

The proposed contract is subject to the Buy American provision under Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990. Details of such requirements are contained in the specifications.

The following question will be asked of all bidders: "Has the bidder defaulted on a contract or ever been involved in litigation with a political subdivision of the State of Mississippi or any other state or country?" _____ YES
_____ NO If "YES," please supply full details.

The bids shall be presented in a sealed envelope marked:

Bobby L. Chain Municipal Airport
BID DATE: June 14, 2018, 10:00 a.m. Central Time
Taxiway A Extension Part 2
A.I.P Project No. 3-28-0031-0025-2018
for the City of Hattiesburg.

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to Section 31-7-31 of the Mississippi Code 1972 Annotated and Amended, and other applicable State Law; but the Council reserves the right to reject any or all proposals received and to waive informalities. PUBLISHED by Order of the Council on the 8th day of May 2018.

A mandatory pre-bid conference is scheduled for 10:00 a.m. Thursday, May 31st, 2018, in the Airport Conference Room, 29 Academy Drive, Hattiesburg Bobby L. Chain Airport, Hattiesburg, MS.

By: _____

Kermas Eaton, City Clerk
City of Hattiesburg

Dates of Publication:

The Post

Thursday, May 10, 2018

Thursday, May 17, 2018

Clarion Ledger

Thursday, May 10, 2018

Thursday, May 17, 2018

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City of Hattiesburg

Dates of Publication:

The Post

Thursday, May 10, 2018

Thursday, May 17, 2018

Clarion Ledger

Thursday, May 10, 2018

Thursday, May 17, 2018



City of Hattiesburg, MS

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

Master

File Number: 2018-415

File ID: 2018-415

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Deborah Bourne

File Created: 04/27/2018

Brief Title: Approve the sale of grave spaces, per attached memos, receipts and deeds.

Final Action:

Minute Book Number:

Title:

Approve the sale of grave spaces, per attached memos, receipts and deeds.

Notes:

Agenda Date: 05/08/2018

Indexes:

Agenda Number: VII.-12

Sponsors:

Enactment Date:

Attachments: Memos (05-08-18), Receipts (05-08-18),
Deeds(05-08-18), executed Deeds(05-08-18)

Enactment Number:

Contact:

Meeting Date: 05/08/2018

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/08/2018					

Text of Legislative File 2018-415

Title

Approve the sale of grave spaces, per attached memos, receipts and deeds.

Summary

Approve the sale of grave spaces, per attached memos, receipts and deeds.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: April 10, 2018

The following represents the grave spaces sold on April 10, 2018

Mr. Alvin Eaton

(2) Spaces \$ 350.00

Northwest Quarter (NW ¼)

Lot 60, Section 37, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: April 12, 2018

The following represents the grave spaces sold on April 12, 2018

Earnest Harry

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 37, Section 37, Highland Cemetery

Bernard Turner

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 3, Section 31, Highland Cemetery

Pendelton Stovall

(5) Spaces \$ 875.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 11, Section 34, Highland Cemetery

&

West Half (W ½)

Lot 18, Section 34, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: April 17, 2018

The following represents the grave spaces sold on April 17, 2018

Mark Gould

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 78, Section 37, Highland Cemetery

Russell & Zandra Ray

(2) Spaces \$ 350.00

Southwest Quarter (SW ¼)

Lot 86, Section 34, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: April 23, 2018

The following represents the grave spaces sold on April 23, 2018

Joycelyn McCoy

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 56, Section 23, Highland Cemetery

Swept & Cressandra Green

(2) Spaces \$ 300.00

Northwest Quarter (NW ¼)

Lot 73, Section 2, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: April 26, 2018

The following represents the grave spaces sold on April 26, 2018

Queen Smith

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 58, Section 34, Highland Cemetery

Otis Haynes

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 58, Section 34, Highland Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04-04 2018

SOLD TO:

Mr. Mrs. Miss Alvin Eaton

ADDRESS 124 Classic Dr. Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

— $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 60 Section No. 37 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

ck # 3355

CITY OF HATTIESBURG, MISSISSIPPI

By Olga Ray Gibson
Supt. of City Cemeteries

mail to:
61 Bellegrass
Blvd.
Hattiesburg, MS
39402

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 04-11 20 18

SOLD TO:

Mr. Mrs. Miss Pendelton Stovall
ADDRESS 805 Hardy St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 W 1/4 Lot No. 18 Section No. 34 in Highland Cemetery
Number of grave spaces 4 Price per grave space \$ 175.00

Price Received \$ 700.00

CK#8459

CITY OF HATTIESBURG, MISSISSIPPI
By AC May Gibson
Supt. of City Cemeteries

mail to:
61 Bellegrass
Blvd.
Hattiesburg, MS
39402

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 04-11 20 18

SOLD TO:

Mr. Mrs. Miss Pendelton Stovall
ADDRESS 805 Hardy St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S SW 1/4 Lot No. 11 Section No. 34 in Highland Cemetery
Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CK#8459

CITY OF HATTIESBURG, MISSISSIPPI
By AC May Gibson
Supt. of City Cemeteries

mail to:

4400 Oak Forest Drive
Hattiesburg, MS 39402
CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 04-10 2018

SOLD TO:

Mr. Mrs. Miss

Earnest Harry

ADDRESS

805 Hardy Street Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 37 Section No. 37 in Highland Cemetery

Number of grave spaces

1

Price per grave space \$ 175.00

Price Received \$

175.00

CITY OF HATTIESBURG, MISSISSIPPI

By

James Wilson
Supt. of City Cemeteries

CK # 1527

mail to

2001 Juniper Dr.
Biloxi, MS 39532
CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 04-11 2018

SOLD TO:

Mr. Mrs. Miss

Bernard Turner

ADDRESS

1207 West Pine St Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SE 1/4 Lot No. 3 Section No. 31 in Highland Cemetery

Number of grave spaces

1

Price per grave space \$ 175.00

Price Received \$

175.00

CITY OF HATTIESBURG, MISSISSIPPI

By

James Wilson
Supt. of City Cemeteries

cash

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04-12 2018

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SE 1/4 Lot No. 78 Section No. 37 in Highland Cemetery

Number of grave spaces

Price per grave space \$ 175.00

Price Received \$ 175.00

CR # 2624

CITY OF HATTIESBURG, MISSISSIPPI

By

Harry Wilson
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04-12 2018

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

— 1/2 SW 1/4 Lot No. 86 Section No. 34 in Highland Cemetery

Number of grave spaces

Price per grave space \$ 175.00

Price Received \$ 350.00

CR # 2197

CITY OF HATTIESBURG, MISSISSIPPI

By

Harry Wilson
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04-23 2018

SOLD TO:

Mr. Mrs. Miss Jocelyn M. Cole

ADDRESS 926 Dahl Street Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S SW 1/4 Lot No. 54 Section No. 23 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CI # 8634

CITY OF HATTIESBURG, MISSISSIPPI

By J. A. Taylor
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04-20 2018

SOLD TO:

Mr. Mrs. Miss Suept & Cressandra Green

ADDRESS 39 Titus Stewart Rd. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

— NW 1/4 Lot No. 73 Section No. 2 in South Hill Cemetery

Number of grave spaces 2 Price per grave space \$ 150.00

Price Received \$ 300.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By J. A. Taylor
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04-25 2018

SOLD TO:

Mr. Mrs. Miss Queen Smith

ADDRESS 100 Barnes Circle Hattiesburg, Miss 39101

desires to purchase the grave space described below, subject to Cemetery regulations.

SW 1/2 Lot No. 58 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00
Cash

CITY OF HATTIESBURG, MISSISSIPPI

By J. Ray Wilson
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04-26 2018

SOLD TO:

Mr. Mrs. Miss Otis Haynes

ADDRESS 100 Barnes Circle Hattiesburg, Miss 39101

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 Lot No. 58 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00
Cash

CITY OF HATTIESBURG, MISSISSIPPI

By J. Ray Wilson
Supt. of City Cemeteries

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Mr. Alvin Eaton, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¼)

Lot Number 60

Section Number 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day May 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of May, 2018

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Earnest Harry, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 37

Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of May, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of May, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Bernard Turner, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southeast Quarter (SE¼)

Lot 3

Section 31

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of May, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of May, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**CORRECTED DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of EIGHT HUNDRED SEVENTY-FIVE & NO Dollars (\$875.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Pendelton Stovall, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W ½)

Lot Number 18

Section Number 34

And

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot Number 11

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

five (5) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of May, A.D., 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of May, 2018.
My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Mark Gould, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southeast Quarter (SE¼)

Lot 78

Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of May, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of May, 2018.

My Commission Expires:

NOTARY PUBLIC

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Joycelyn McCoy, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 56

Section 23

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of May, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of May, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of THREE HUNDRED AND NO/100 Dollars (\$300.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Swept & Cressandra Green, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¼)

Lot Number: 73

Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as South Hill Cemetery, and containing
Two (2) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of May 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of May, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Queen Smith, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 58

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of May, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of May, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Otis Haynes, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot 58

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of May, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of May, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Mr. Alvin Eaton, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¼)

Lot Number 60 Section Number 37

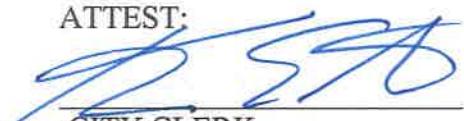
according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day May 2018.

ATTEST:

CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

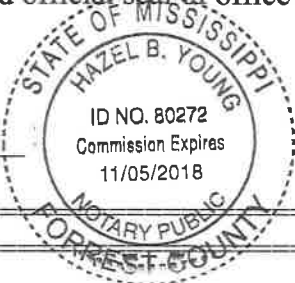
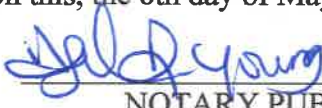
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of May, 2018

My Commission Expires:



NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Earnest Harry, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 37

Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of May, 2018.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(S E A L)

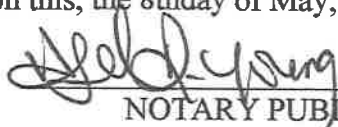
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of May, 2018.

My Commission Expires:




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Bernard Turner, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southeast Quarter (SE¼)

Lot 3

Section 31

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of May, 2018.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(SEAL)

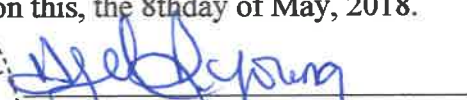
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of May, 2018.

My Commission Expires:




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**CORRECTED DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of EIGHT HUNDRED SEVENTY-FIVE & NO Dollars (\$875.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Pendelton Stovall, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W ½)

Lot Number 18

Section Number 34

And

South Half (S ½) of the Southwest Quarter (SW ½)

Lot Number 11

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

five (5) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of May, A.D., 2018.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of May, 2018.
My Commission Expires:




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Mark Gould, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N¹/₂) of the Southeast Quarter (SE¹/₄)

Lot 78

Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of May, 2018.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

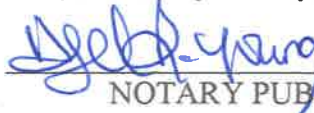
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of May, 2018.

My Commission Expires:




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Russell & Zandra Ray, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¼)

Lot Number 86 Section Number 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

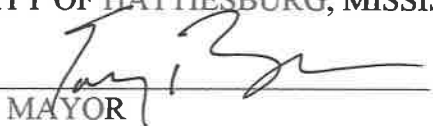
SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day May 2018.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

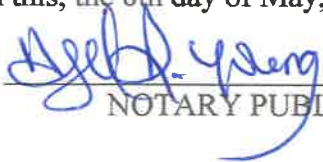
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of May, 2018

My Commission Expires:



NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Joycelyn McCoy, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 56

Section 23

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

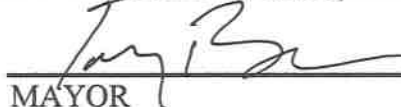
WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of May, 2018.

ATTEST:



CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI



MAYOR

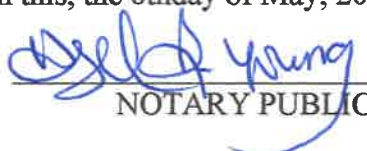
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of May, 2018.

My Commission Expires:


NOTARY PUBLIC

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

Northwest Quarter (NW¼)

Section Number: 2

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of May 2018.

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

My Commission Expires:



NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Queen Smith, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 58

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of May, 2018.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

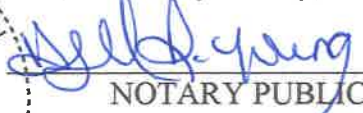
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of May, 2018.

My Commission Expires:




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Otis Haynes, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot 58

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

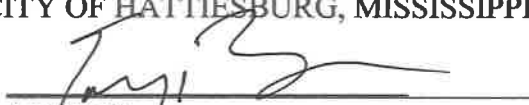
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of May, 2018.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

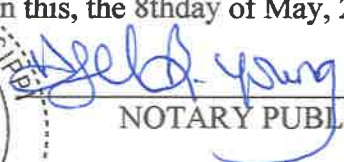
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of May, 2018.

My Commission Expires:




NOTARY PUBLIC



City of Hattiesburg, MS

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

Master

File Number: 2018-416

File ID: 2018-416

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 04/27/2018

Brief Title: Approve Claims docket for the period ending 4-30-2018.

Final Action:

Minute Book Number: MB2018-121

Title:

Approve claims docket for the period ending April 30, 2018.

Notes:

Agenda Date: 05/08/2018

Indexes:

Agenda Number: VII.-13

Sponsors:

Enactment Date:

Attachments: DOCKET 18.04-30

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/08/2018					

Text of Legislative File 2018-416

Title

Approve claims docket for the period ending April 30, 2018.

Summary

Approve Claims docket for the period ending 4-30-2018.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 04/26/18

PERIOD ENDING APRIL 30, 2018

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 A & R FARM AND GARDEN	303113	00178845	17004784	CHEMICAL PUMP BOTTLE CONSTR	04/30/18	263558	69.00-
00001 A & R FARM AND GARDEN	302337	00177911	17004825	LITTER GRABBERS/GLOVES SANIT	04/30/18	263558	323.64-

A & R FARM AND GARDEN							
Sum							392.64-
00001 AAMCO TRANS/AUTOMOTIVE S	106053	00178003	17004668	A/C REPR U#17114 POLICE	04/30/18	263559	781.71-

AAMCO TRANS/AUTOMOTIVE S							
Sum							781.71-
00001 ADVANCED JANITORIAL SERV	1012456	CITY 00179058	17004933	SERV 4/18 CITY HALL	04/30/18	263562	1,925.00-
00001 ADVANCED JANITORIAL SERV	1012456	TRAF 00179058	17004934	SERVS 4/18 TRAFFIC DEPT	04/30/18	263562	250.00-

ADVANCED JANITORIAL SERV							
Sum							2,175.00-
00001 AFFORDABLE EMERGENCY LIG	1050	00178431	17004669	CAMERA REPR U#19345 POLICE	04/30/18	263563	85.00-
00001 AFFORDABLE EMERGENCY LIG	1049	00178431	17004670	REPR LIGHTS/SIREN U#19817	04/30/18	263563	255.00-
00001 AFFORDABLE EMERGENCY LIG	1051	00178765	17004860	REPRS U#16414 POLICE	04/30/18	263563	85.00-

AFFORDABLE EMERGENCY LIG							
Sum							425.00-
00001 AIRGAS USA LLC (NORDAN S	9952889147	F 00178789	17004678	MEDICAL OXYGEN/BOTTLE RENT	04/30/18	263565	293.52-
00001 AIRGAS USA LLC (NORDAN S	9952279147	P 00178808	17004686	CYLINDER RENT PUBLIC WORKS	04/30/18	263565	761.38-
00001 AIRGAS USA LLC (NORDAN S	9075023174	00177044	17004809	WELDING GLOVES FIRE DEPT	04/30/18	263565	24.00-

AIRGAS USA LLC (NORDAN S							
Sum							1,078.90-
00001 ALLBRITTON CHAIN SAW & L	55901	00178756	17004721	AGRI EQUIP SUPP CREW WORKERS	04/30/18	263566	180.53-
00001 ALLBRITTON CHAIN SAW & L	56021	00179062	17004959	WEEDEATER PTS AIRPORT	04/30/18	263566	469.80-

ALLBRITTON CHAIN SAW & L							
Sum							650.33-
00001 AMERICAN GRAPHICS	7534	00178951	17004796	T SHIRTS DISABILITY AWARENESS	04/30/18	263567	440.75-

AMERICAN GRAPHICS							
Sum							440.75-
00001 AT&T	601545491010	02018502	17004765	SERV 4/8-5/7/18 POL DISPATCH	04/30/18	263572	168.36-
00001 AT&T	601M26940440	00020186	17004766	SRV 3/18-4/18 POLICE DEPT	04/30/18	263573	152.00-
00001 AT&T	601M26491400	00178926	17004769	INTERACT SOFTWARE SUPPORT HPD	04/30/18	263574	47.00-
00001 AT&T	601M26684200	00178926	17004770	INTERACT SOFTWARE SUPPORT HPD	04/30/18	263575	6,790.00-
00001 AT&T	056314932900	02018510	17004819	SRV 4-5/15/18 POLICE DISPATCH	04/30/18	263576	41.88-

AT&T							
Sum							7,199.24-
00001 AT&T MOBILITY	287273578351	00178828	17004689	WIRELESS SERV 3/18 VARI DEPTS	04/30/18	263577	8,628.98-
00001 AT&T MOBILITY	287273861504	00178893	17004736	GPS TRACKING 3/18 VARI DEPTS	04/30/18	263577	4,314.68-

AT&T MOBILITY								
Sum								12,943.66-
00001	AUDIO VIDEO SPECIALIST	9465	00176473	17004982	INSTALL DUI INTERVIEW CAMERA	04/30/18	263578	812.50-

AUDIO VIDEO SPECIALIST								
Sum								812.50-
00001	AUTO ARMATURE SERVICE IN	11881	00178691	17004725	BATTERY U#18707 HEALTH	04/30/18	263580	110.95-
00001	AUTO ARMATURE SERVICE IN	10301	00175431	17004737	BATTERIES U#18331/16053	04/30/18	263580	288.90-
00001	AUTO ARMATURE SERVICE IN	11991	00178915	17004788	BATTERY U#11356 HEALTH	04/30/18	263580	124.95-
00001	AUTO ARMATURE SERVICE IN	10111	00175280	17004822	BATTERY U#17896 POLICE	04/30/18	263580	160.95-
00001	AUTO ARMATURE SERVICE IN	10073	00175280	17004823	BATTERY U#17783 POLICE	04/30/18	263580	160.95-
00001	AUTO ARMATURE SERVICE IN	10572	00176077	17004824	BATTERY U#18322 POLICE	04/30/18	263580	160.95-
00001	AUTO ARMATURE SERVICE IN	12019	00179012	17004848	BATTERY U#20423 POLICE	04/30/18	263580	160.95-
00001	AUTO ARMATURE SERVICE IN	12023	00178958	17004864	BATTERY U#15776 PUBLIC WORKS	04/30/18	263580	142.95-

AUTO ARMATURE SERVICE IN								
Sum								1,311.55-
00001	AUTOMOTIVE GLASS SPECIAL	I221914	00178432	17004598	WINDOW REPR #1 FIRE STA	04/30/18	263581	135.00-

AUTOMOTIVE GLASS SPECIAL								
Sum								135.00-
00001	BADGE PASS, INC	INV29384	00178378	17004640	BADGES/HOLDERS/CLIPS	04/30/18	263582	345.25-

BADGE PASS, INC								
Sum								345.25-
00001	BATTERIES PLUS BULBS #63	634-121804 1	00175327	17004821	STREAMLIGHTS POLICE STOCK	04/30/18	263583	1,707.75-

BATTERIES PLUS BULBS #63								
Sum								1,707.75-
00001	BEARD, KEIDRAN (REFUND)	DAMAGE DEP R	02018512	17004831	DAMAGE DEPOSIT REFUND	04/30/18	263584	500.00-

BEARD, KEIDRAN (REFUND)								
Sum								500.00-
00001	BIG DADDY'S PARTY JUMPS	5199	00178953	17004791	BOUNCE HOUSE TRAIN DAY 5/12	04/30/18	263587	590.00-

BIG DADDY'S PARTY JUMPS								
Sum								590.00-
00001	BIG IRON DIESEL REPAIR L	RO2580	00178909	17004804	REPRS U#20089 SANIT	04/30/18	263588	1,172.54-

BIG IRON DIESEL REPAIR L								
Sum								1,172.54-
00001	BODY TECH INC	4760 PO#1785	00178552	17004786	REPRS U#20596 SANIT	04/30/18	263592	2,056.60-
00001	BODY TECH INC	4750 PO#1789	00178928	17004941	CORRECT DECALS U#20371 FIRE	04/30/18	263592	355.00-

BODY TECH INC								
Sum								2,411.60-
00001	BOURNE BROTHERS PRINTING	64701	00178503	17004650	RECYCLE SIGNS HUBFEST/EARTH D	04/30/18	263594	234.00-

BOURNE BROTHERS PRINTING								
Sum								234.00-

00001 CANON FINANCIAL SERVICES 18529454	00178874 17004734 COPIER 4/18 PURCHASING	04/30/18	263603	115.00-

CANON FINANCIAL SERVICES				
Sum				115.00-
00001 CARQUEST AUTO PARTS STOR 14758-107187	00178610 17004582 REPR PTS U#18205/STOCK	04/30/18	263605	113.44-
00001 CARQUEST AUTO PARTS STOR 14758-107536	00178762 17004665 REPR PTS VARI UNITS/STOCK	04/30/18	263605	1,521.38-
00001 CARQUEST AUTO PARTS STOR 14758-107119	00178545 17004722 REPR PTS U#11970 PUBLIC WORKS	04/30/18	263605	229.47-
00001 CARQUEST AUTO PARTS STOR 14758-106883	00178392 17004723 REPR PTS U#11970/9605	04/30/18	263605	222.33-
00001 CARQUEST AUTO PARTS STOR 14758-107562	00178822 17004754 REPR PTS U#16240 CONSTR	04/30/18	263605	319.84-
00001 CARQUEST AUTO PARTS STOR 14758-107350	00178688 17004780 REPR PTS U#20503/11947/SHOP	04/30/18	263605	98.31-
00001 CARQUEST AUTO PARTS STOR 14758-107936	00179019 17004945 AIR REEL PUBLIC WORKS	04/30/18	263605	189.99-

CARQUEST AUTO PARTS STOR				
Sum				2,694.76-
00001 CARROT TOP INDUSTRIES IN 38192000	00179050 17004983 TABLECLOTH FOR EVENTS	04/30/18	263606	245.52-

CARROT TOP INDUSTRIES IN				
Sum				245.52-
00001 CENTER FOR CONTINUING ED REG PRICE 6/	00178748 17004623 REG PRICE ASBESTOS TRNG CRSE	04/30/18	263608	620.00-
00001 CENTER FOR CONTINUING ED REG COPELAND	00178785 17004680 REG COPELAND ASBESTOS CRS	04/30/18	263608	200.00-
00001 CENTER FOR CONTINUING ED REG RUSSELL	00178785 17004681 REG RUSSELL ASBESTOS CRSE	04/30/18	263608	200.00-
00001 CENTER FOR CONTINUING ED REG HALL	00178785 17004682 REG HALL ASBESTOS CRSE	04/30/18	263608	200.00-

CENTER FOR CONTINUING ED				
Sum				1,220.00-
00001 CERTIFIED ELECTRICAL TES 6662-000	00176454 17004587 BUCKET TRUCK INSPECTIONS	04/30/18	263610	930.00-

CERTIFIED ELECTRICAL TES				
Sum				930.00-
00001 CERTIFIED LABORATORIES 3052544	00177707 17004701 DIESEL MATE PUB WORKS SHOP	04/30/18	263611	2,954.70-

CERTIFIED LABORATORIES				
Sum				2,954.70-
00001 CHUNKY RIVER HARLEY DAVI 297502	00177196 17004666 MTRCYCLE REPR PTS	04/30/18	263613	114.25-
00001 CHUNKY RIVER HARLEY DAVI 297060	00176564 17004967 MTRCYCLE REPR PTS	04/30/18	263613	305.16-
00001 CHUNKY RIVER HARLEY DAVI 297162	00176690 17004968 MTRCYCLE REPRS	04/30/18	263613	354.15-
00001 CHUNKY RIVER HARLEY DAVI 297402	00176743 17004969 REPRS U#20695 POLICE	04/30/18	263613	570.72-

CHUNKY RIVER HARLEY DAVI				
Sum				1,344.28-
00001 CINTAS CORPORATION #J66 J66577192	00178730 17004632 UNIFORMS 3/26 TRAFFIC	04/30/18	263617	72.86-
00001 CINTAS CORPORATION #J66 J66577194	00178730 17004633 MOP/MAT 3/26 TRAFFIC	04/30/18	263617	7.90-
00001 CINTAS CORPORATION #J66 J66580554	00178795 17004683 UNIFORMS 4/16 TRAFFIC	04/30/18	263617	72.26-
00001 CINTAS CORPORATION #J66 J66580588	00178795 17004684 MOP/MAT 4/16 TRAFFIC	04/30/18	263617	7.90-
00001 CINTAS CORPORATION #J66 J66580548	00178797 17004688 UNIFORMS 4/16 CONSTR	04/30/18	263617	77.83-
00001 CINTAS CORPORATION #J66 J66580553	00178810 17004702 UNIFORMS 4/16 PUBLIC WORKS	04/30/18	263617	71.32-
00001 CINTAS CORPORATION #J66 J66580547	00178810 17004703 UNIFORMS 4/16 PUBLIC WORKS	04/30/18	263617	10.00-
00001 CINTAS CORPORATION #J66 J66580550	00178810 17004704 UNIFORMS 4/16 PUBLIC WORKS	04/30/18	263617	35.66-
00001 CINTAS CORPORATION #J66 J66580552	00178810 17004705 UNIFORMS 4/16 SHOP	04/30/18	263617	44.71-
00001 CINTAS CORPORATION #J66 J66580549	00178810 17004706 UNIFORMS 4/16 SANIT	04/30/18	263617	160.29-
00001 CINTAS CORPORATION #J66 J66580551	00178810 17004707 UNIFORMS 4/16 SANIT	04/30/18	263617	154.94-
00001 CINTAS CORPORATION #J66 J66580586	00178816 17004710 MOP/MAT 4/16 GO&FS	04/30/18	263617	24.96-

00001	CINTAS CORPORATION #J66	J66580587	00178816	17004711	MOP/MAT 4/16 SANIT	04/30/18	263617	24.04-
00001	CINTAS CORPORATION #J66	J66581833	00179017	17004880	UNIFORMS 4/23 PUBLIC WORKS	04/30/18	263617	71.32-
00001	CINTAS CORPORATION #J66	J66581827	00179017	17004881	UNIFORMS 4/23 PUBLIC WORKS	04/30/18	263617	10.00-
00001	CINTAS CORPORATION #J66	J665781830	00179017	17004882	UNIFORMS 4/23 PUBLIC WORKS	04/30/18	263617	35.66-
00001	CINTAS CORPORATION #J66	J66581832	00179017	17004883	UNIFORMS 4/23 SHOP	04/30/18	263617	44.71-
00001	CINTAS CORPORATION #J66	J66581829	00179017	17004884	UNIFORMS 4/23 SANIT	04/30/18	263617	160.29-
00001	CINTAS CORPORATION #J66	J66581831	00179017	17004885	UNIFORMS 4/23 SANIT	04/30/18	263617	154.94-
00001	CINTAS CORPORATION #J66	J66581835	00179020	17004886	MOP/MAT 4/23 GO&FS	04/30/18	263617	24.96-
00001	CINTAS CORPORATION #J66	J66581836	00179020	17004887	MOP/MAT 4/23 SANIT	04/30/18	263617	24.04-
00001	CINTAS CORPORATION #J66	J66581828	00179014	17004888	UNIFORMS 4/23 CONSTR	04/30/18	263617	77.83-
00001	CINTAS CORPORATION #J66	J66581834	00179073	17004943	UNIFORMS 4/23 TRAFFIC	04/30/18	263617	254.64-
00001	CINTAS CORPORATION #J66	J66581837	00179073	17004944	MOP/MAT 4/23 TRAFFIC	04/30/18	263617	7.90-

CINTAS CORPORATION #J66								
Sum								
00001	CITY OF HATTIESBURG FUND TRF 2ND 4/18	02018517	17004870	TRF 2ND 4/18 PAYROLL	04/24/18	112661	1,122,191.71-	

CITY OF HATTIESBURG FUND								
Sum								
00001	CLEMTS HARDWARE	120351	00178891	17004740	ANT POISON/WASP SPRAY ACDMY	04/30/18	263618	125.53-
00001	CLEMTS HARDWARE	120339	00178747	17004755	RAKES/MALLET SANIT DEPT	04/30/18	263618	166.91-

CLEMTS HARDWARE								
Sum								
00001	COMCAST CABLEVISION OF H	839641073089	00178851	17004691	CABLE SERV 4/18 CITY HALL	04/30/18	263620	107.65-
00001	COMCAST CABLEVISION OF H	839641073089	00179087	17004986	CABLE SERV SANIT DEPT	04/30/18	263621	62.70-

COMCAST CABLEVISION OF H								
Sum								
00001	COMPREHENSIVE RADIOLOGY	189005 97708	00178740	17004624	SRV 1/3 & 1/7/18 PRISONER	04/30/18	263622	286.00-
00001	COMPREHENSIVE RADIOLOGY	ICRS26585 BA	00178740	17004625	SRV 3/14/18 BARNES PRISONER	04/30/18	263622	34.00-
00001	COMPREHENSIVE RADIOLOGY	23138 976262	00178740	17004626	SRV 2/28/18 GALES PRISONER	04/30/18	263622	41.00-
00001	COMPREHENSIVE RADIOLOGY	ICRS134353 M	00178832	17004699	SRV 4/2/18 MAYES PRISONER	04/30/18	263622	209.00-

COMPREHENSIVE RADIOLOGY								
Sum								
00001	CONNECTION INC	55713510	00178296	17004718	ADOBE VIP FOR PIO AT HPD	04/30/18	263623	346.85-
00001	CONNECTION INC	55728585	00178734	17004977	ADOBE VIP CCT FOR GIS	04/30/18	263623	276.06-

CONNECTION INC								
Sum								
00001	COPY CATS PRINTING	407764	00178034	17004585	SMIPER TEAM DATA FORMS	04/30/18	263624	105.00-

COPY CATS PRINTING								
Sum								
00001	COURTESY MOTORS INC	475262	00178692	17004604	REPR PTS U#9609 HEALTH	04/30/18	263625	105.99-
00001	COURTESY MOTORS INC	475557	00178908	17004800	REPR PTS U#17528 PUB WORKS	04/30/18	263625	118.38-
00001	COURTESY MOTORS INC	475558	00178957	17004958	REPR PTS U#11037 HEALTH	04/30/18	263625	44.92-

COURTESY MOTORS INC								
Sum								
00001	CRAIN TRACTOR & EQUIPMEN	CP53568	00178870	17004805	REPR PTS VARI HEALTH UNITS	04/30/18	263627	1,073.00-

00001 CRAIN TRACTOR & EQUIPMEN CP53432	00178689 17004985 REPR PTS U#15516 PUB WORKS	04/30/18	263627	402.36-

CRAIN TRACTOR & EQUIPMEN				
Sum				1,475.36-
00001 CUSTOM PRODUCTS CORP 303040	00178602 17004720 BRIDGE WEIGHT LIMIT SIGNS	04/30/18	263628	108.63-

CUSTOM PRODUCTS CORP				
Sum				108.63-
00001 DAKTECH COMPUTERS INV0334211	00178547 17004719 COMPUTERS FOR METRO	04/30/18	263629	3,597.00-

DAKTECH COMPUTERS				
Sum				3,597.00-
00001 DENSON OIL COMPANY INC 112023	00178593 17004929 GAS FOR FUEL STATION	04/30/18	263630	11,769.09-
00001 DENSON OIL COMPANY INC 112022	00178593 17004930 DIESEL FOR FUEL STATION	04/30/18	263630	6,499.07-

DENSON OIL COMPANY INC				
Sum				18,268.16-
00001 DOWNTOWN HATTIESBURG FAR 42318	00178057 17004894 ENTERTAINMENT EARTH DAY 4/19	04/30/18	263632	600.00-

DOWNTOWN HATTIESBURG FAR				
Sum				600.00-
00001 E-Z GARAGE DOOR SERVICE, 1039	00178679 17004861 BAY DOOR REPR #6 FIRE STA	04/30/18	263633	2,300.00-

E-Z GARAGE DOOR SERVICE,				
Sum				2,300.00-
00001 EATON, ALVIN K (PETTY CA PETTY CASH 3	00178779 17004654 PETTY CASH 3/18 VARI DEPTS	04/30/18	263639	442.32-

EATON, ALVIN K (PETTY CA				
Sum				442.32-
00001 ECONOMY SUPPLY CO 292983	00178611 17004642 SUPP POLICE RANGE LAKEVIEW	04/30/18	263640	62.80-
00001 ECONOMY SUPPLY CO 293893	00179037 17004952 BLDG SUPP YOUTH ART MUSEUM	04/30/18	263640	316.95-

ECONOMY SUPPLY CO				
Sum				379.75-
00001 ELITE SCREEN PRINTING 24605	00178790 17004672 T SHIRTS FIRE RECRUITS	04/30/18	263641	180.00-

ELITE SCREEN PRINTING				
Sum				180.00-
00001 EMERGENCY EQUIPMENT PROF 433771	00178854 17004774 REPR PTS U#13933 FIRE DEPT	04/30/18	263643	116.16-
00001 EMERGENCY EQUIPMENT PROF 433798	00178847 17004862 REPR PTS VARI FIRE UNITS	04/30/18	263643	418.43-
00001 EMERGENCY EQUIPMENT PROF 433843	00178835 17004940 REPR PTS U#13932 FIRE DEPT	04/30/18	263643	257.65-

EMERGENCY EQUIPMENT PROF				
Sum				792.24-
00001 EMPIRE TRUCK SALES (H'BU RE006027782:	00178821 17004756 REPRS U#20089 SANIT	04/30/18	263644	544.49-

EMPIRE TRUCK SALES (H'BU				
Sum				544.49-
00001 EQUIFAX INFORMATION SERV 4787319	00178934 17004773 ONLINE INVESTIGATION	04/30/18	263645	21.13-

EQUIFAX INFORMATION SERV				
Sum				21.13-

00001 FASTENAL COMPANY	MSHAT195780	00166346	17004789	COVERALLS DRAINAGE CREWS	04/30/18	263648	117.17-

FASTENAL COMPANY							
Sum							117.17-
00001 FASTSIGNS OF HATTIESBURG	2153-1759	00178285	17004748	DESK NAMEPLATE WALKER LDC	04/30/18	263649	20.00-

FASTSIGNS OF HATTIESBURG							
Sum							20.00-
00001 FEDERAL EXPRESS	6-139-50715	00178703	17004597	SERV 3/23/18 FIRE DEPT	04/30/18	263650	11.29-
00001 FEDERAL EXPRESS	6-117-67729	00178885	17004733	SERV 3/7/18 M/ADM	04/30/18	263650	24.42-

FEDERAL EXPRESS							
Sum							35.71-
00001 FERGUSON ENTERPRISES INC	7778001	00178656	17004713	PLUMB SUPP YOUTH ART MUSEUM	04/30/18	263651	418.77-

FERGUSON ENTERPRISES INC							
Sum							418.77-
00001 FERRARA FIRE APPARATUS I	INV133714	00178206	17004644	RPLCMNT PPV FAN FIRE DEPT	04/30/18	263652	1,420.00-
00001 FERRARA FIRE APPARATUS I	JC04122018.4	00178728	17004645	SUPP FOR NEW FIRE PUMPER	04/30/18	263652	844.00-

FERRARA FIRE APPARATUS I							
Sum							2,264.00-
00001 FIRE PROTECTION PUBLICAT	103489	00178528	17004643	PROMOTION STUDY BOOKS FIRE	04/30/18	263654	755.00-

FIRE PROTECTION PUBLICAT							
Sum							755.00-
00001 FIRESTONE COMPLETE AUTO	230037	00174852	17004790	ANNUAL MAINT U#18548 PLANNING	04/30/18	263655	161.92-
00001 FIRESTONE COMPLETE AUTO	228368	00173251	17004863	BRAKE REPR U#15449 LAND CODE	04/30/18	263655	327.27-

FIRESTONE COMPLETE AUTO							
Sum							489.19-
00001 FORDETRA	BOOKLET AD 2	00179100	17004974	BOOKLET AD 2018	04/30/18	263656	100.00-

FORDETRA							
Sum							100.00-
00001 FORREST GENERAL HOSPITAL	900903038 GA	00178741	17004627	SRV 2/28/18 GALES PRISONER	04/30/18	263657	5,034.54-
00001 FORREST GENERAL HOSPITAL	H90090514401	00178741	17004628	SRV 3/3/18 ALLEN PRISONER	04/30/18	263657	1,622.30-
00001 FORREST GENERAL HOSPITAL	H90089484902	00178741	17004629	SRV 2/12/18 MCCARTY PRISONER	04/30/18	263657	5,841.00-
00001 FORREST GENERAL HOSPITAL	H90091514500	00178741	17004630	SRV 3/23/18 PECANTY PRISONER	04/30/18	263657	2,718.55-
00001 FORREST GENERAL HOSPITAL	0805239591 H	00178741	17004631	SRV 12/17 HARRIS PRISONER	04/30/18	263657	680.00-

FORREST GENERAL HOSPITAL							
Sum							15,896.39-
00001 FUELMAN OF MS	BG127044 NP5	00178717	17004599	FUEL CHG 3/30/18 HILL PUB/WRK	04/30/18	263659	84.75-
00001 FUELMAN OF MS	BG127044 NP5	00178766	17004608	FUEL CHGS 3/18 MCSWAIN COURT	04/30/18	263659	64.74-
00001 FUELMAN OF MS	BG127044 NP5	00178839	17004697	FUEL CHG 4/6/18 MITELSZTET	04/30/18	263659	46.79-
00001 FUELMAN OF MS	BG127044 NP5	00178879	17004735	FUEL CHGS 4/2-8/18 POLICE	04/30/18	263659	60.00-
00001 FUELMAN OF MS	BG127044 NP5	00179053	17004938	FUEL CHGS 4/9-15/18 POLICE	04/30/18	263659	29.17-

FUELMAN OF MS							
Sum							285.45-
00001 FV RECYCLING	2018-12058	00178700	17004589	RECYCLE FEES 4/18 SANIT	04/30/18	263660	25.25-

00001 FV RECYCLING	2018-12059	00178700 17004590 RECYCLE FEES 4/18 SANIT	04/30/18	263660	48.50-
00001 FV RECYCLING	2018-12075	00178700 17004591 RECYCLE FEES 4/18 SANIT	04/30/18	263660	36.75-
00001 FV RECYCLING	2018-12097	00178700 17004592 RECYCLE FEES 4/18 SANIT	04/30/18	263660	15.25-
00001 FV RECYCLING	2018-12125	00178700 17004593 RECYCLE FEES 4/18 SANIT	04/30/18	263660	8.75-
00001 FV RECYCLING	2018-12147	00178900 17004757 RECYCLE FEES 4/18 SANIT	04/30/18	263660	48.00-
00001 FV RECYCLING	2018-12148	00178900 17004758 RECYCLE FEES 4/18 SANIT	04/30/18	263660	43.25-
00001 FV RECYCLING	2018-12153	00178900 17004759 RECYCLE FEES 4/18 SANIT	04/30/18	263660	21.25-
00001 FV RECYCLING	2018-12152	00178900 17004760 RECYCLE FEES 4/18 SANIT	04/30/18	263660	45.75-
00001 FV RECYCLING	2018-12191	00178900 17004761 RECYCLE FEES 4/18 SANIT	04/30/18	263660	24.00-

FV RECYCLING					
Sum					316.75-
00001 GALL'S LLC	009647014	00178042 17004639 UNIFORM SHOES CAPT MYERS	04/30/18	263661	127.15-

GALL'S LLC					
Sum					127.15-
00001 GARNER LUMLEY ELECTRIC S	547989	00178559 17004712 ELEC SUPP CONSTR DEPT	04/30/18	263663	478.80-
00001 GARNER LUMLEY ELECTRIC S	547994	00178558 17004753 CABLE TIES CONSTR DEPT	04/30/18	263663	54.00-

GARNER LUMLEY ELECTRIC S					
Sum					532.80-
00001 GILKEY ELECTRIC SUPPLY C	297192	00178585 17004687 ELEC SUPP CONSTR DEPT	04/30/18	263666	43.04-
00001 GILKEY ELECTRIC SUPPLY C	296387	00177993 17004936 REPR T DEPOT FLAG POLE LIGHTS	04/30/18	263666	156.24-

GILKEY ELECTRIC SUPPLY C					
Sum					199.28-
00001 GILLILANDS ELECTRONICS S	66303	00178240 17004583 PHONE REMOTE PROGRAM CHANGE	04/30/18	263669	35.00-
00001 GILLILANDS ELECTRONICS S	66346	00178764 17004609 VOICEMAIL CHANGE MUN COURT	04/30/18	263669	205.00-
00001 GILLILANDS ELECTRONICS S	65989	00178758 17004615 MNTHLY PHONE RENT POLICE DEPT	04/30/18	263669	884.99-
00001 GILLILANDS ELECTRONICS S	66405	00178904 17004731 RESET/MOVE PHONES MUN COURT	04/30/18	263669	303.36-
00001 GILLILANDS ELECTRONICS S	66382	00178495 17004739 UPGRADE PHONES P/F ACADEMY	04/30/18	263669	2,618.00-
00001 GILLILANDS ELECTRONICS S	66408	00178880 17004745 UPGRADE PHONES FIRE ADM OFFC	04/30/18	263669	559.80-
00001 GILLILANDS ELECTRONICS S	66391	00178743 17004747 PROGRAM PHONE FIRE ADM OFFICE	04/30/18	263669	75.00-
00001 GILLILANDS ELECTRONICS S	66410	00178931 17004783 CHECK PHONES PUBLIC WORKS	04/30/18	263669	75.00-
00001 GILLILANDS ELECTRONICS S	66441	00179047 17004876 PHONE RENT 3/18 POLICE DEPT	04/30/18	263669	884.99-
00001 GILLILANDS ELECTRONICS S	66476	00179078 17004931 MNTHLY PHONE RENT MUN COURT	04/30/18	263669	261.99-

GILLILANDS ELECTRONICS S					
Sum					5,903.13-
00001 GLADDEN LAW OFFICE PLLC	0182	00178993 17004840 SRVS 4/18 PLAN/ZONE/CODE	04/30/18	263671	2,752.71-

GLADDEN LAW OFFICE PLLC					
Sum					2,752.71-
00001 GLOBAL SECURITY COMPANY	10203	02018513 17004832 SECURITY DETAIL 4/14/18	04/30/18	263673	192.50-
00001 GLOBAL SECURITY COMPANY	10204	02018513 17004833 SECURITY DETAIL 4/14/18	04/30/18	263673	115.50-

GLOBAL SECURITY COMPANY					
Sum					308.00-
00001 H'BURG AMERICAN (SUBSCRI	HA0035737 4/	00179008 17004856 SUBSCRIPT 3/18-3/19 ENGR DEPT	04/30/18	263675	149.09-

H'BURG AMERICAN (SUBSCRI					
Sum					149.09-

00001	H'BURG CLINIC PA (PRISON	1096891570	J	00174224	17004775	SERV 8/5/17 JOHNSON PRISONER	04/30/18	263676	113.00-
00001	H'BURG CLINIC PA (PRISON	1096891580	J	00174224	17004776	SERV 8/4/17 JOHNSON PRISONER	04/30/18	263676	224.00-
00001	H'BURG CLINIC PA (PRISON	1028000274	4	00174224	17004777	SERV 8/3/17 SANTEE PRISONER	04/30/18	263676	424.00-
00001	H'BURG CLINIC PA (PRISON	1094001490	S	00174224	17004778	SERV 6/15/17 STEWART PRISONER	04/30/18	263676	113.00-
00001	H'BURG CLINIC PA (PRISON	1092650690	S	00174224	17004779	SERV 5/12/17 STEWART PRISONER	04/30/18	263676	30.00-

H'BURG CLINIC PA (PRISON									
Sum									904.00-
00001	HANCOCK BANK TRUST & FIN	4/22/18 DUE		02018509	17004815	MDB 2001 BONDS 12/22/08	04/24/18	112660	2,324.25-

HANCOCK BANK TRUST & FIN									
Sum									2,324.25-
00001	HATTIESBURG HYDRAULICS I	73528		00178544	17004724	REPR PTS U#15892 SANIT	04/30/18	263678	60.01-
00001	HATTIESBURG HYDRAULICS I	73759		00178970	17004868	REPR PTS U#16010 CEMETERY	04/30/18	263678	124.30-
00001	HATTIESBURG HYDRAULICS I	73714		00178914	17004946	REPR PTS U#15084 PUB WORKS	04/30/18	263678	92.42-
00001	HATTIESBURG HYDRAULICS I	73715		00178914	17004947	REPR PTS U#20074 SANIT	04/30/18	263678	103.63-
00001	HATTIESBURG HYDRAULICS I	73716		00178916	17004948	REPR PTS U#11956 PUB WORKS	04/30/18	263678	353.00-
00001	HATTIESBURG HYDRAULICS I	72886		00177147	17004954	REPR PTS U#15893 SANIT	04/30/18	263678	286.34-

HATTIESBURG HYDRAULICS I									
Sum									1,019.70-
00001	HAVARD PEST CONTROL INC	1271660		02018506	17004896	QTRLY SRV 4/18 POLICE CMPX	04/30/18	263683	125.00-
00001	HAVARD PEST CONTROL INC	1271661		02018506	17004897	QTRLY SRV 4/18 POL SUB-STA	04/30/18	263683	40.00-
00001	HAVARD PEST CONTROL INC	1271702		02018506	17004898	QTRLY SRV 4/18 DISPATCH	04/30/18	263683	48.00-
00001	HAVARD PEST CONTROL INC	1271662		02018506	17004899	QTRLY SRV 4/18 #1 FIRE STA	04/30/18	263683	50.00-
00001	HAVARD PEST CONTROL INC	1271689		02018506	17004900	QTRLY SRV 4/18 FIRE ADM	04/30/18	263683	48.00-
00001	HAVARD PEST CONTROL INC	1271663		02018506	17004901	QTRLY SRV 4/18 #3 FIRE STA	04/30/18	263683	48.00-
00001	HAVARD PEST CONTROL INC	1271664		02018506	17004902	QTRLY SRV 4/18 #4 FIRE STA	04/30/18	263683	48.00-
00001	HAVARD PEST CONTROL INC	1271665		02018506	17004903	QTRLY SRV 4/18 #5 FIRE STA	04/30/18	263683	48.00-
00001	HAVARD PEST CONTROL INC	1271666		02018506	17004904	QTRLY SRV 4/18 #6 FIRE STA	04/30/18	263683	48.00-
00001	HAVARD PEST CONTROL INC	1271667		02018506	17004905	QTRLY SRV 4/18 #7 FIRE STA	04/30/18	263683	48.00-
00001	HAVARD PEST CONTROL INC	1271668		02018506	17004906	QTRLY SRV 4/18 #8 FIRE STA	04/30/18	263683	48.00-
00001	HAVARD PEST CONTROL INC	1271674		02018506	17004907	QTRLY SRV 4/18 POL RANGE	04/30/18	263683	48.00-
00001	HAVARD PEST CONTROL INC	1271670		02018506	17004908	QTRLY SRV 4/18 P/F ACDMY	04/30/18	263683	5.00-
00001	HAVARD PEST CONTROL INC	1271672		02018506	17004909	QTRLY SRV 4/18 PALVN LKVV	04/30/18	263683	50.00-
00001	HAVARD PEST CONTROL INC	1271675		02018506	17004910	QTRLY SRV 4/18 CITY HALL	04/30/18	263683	65.00-
00001	HAVARD PEST CONTROL INC	1271692		02018506	17004911	QTRLY SRV 4/18 MED CENTER	04/30/18	263683	48.00-
00001	HAVARD PEST CONTROL INC	1271683		02018506	17004912	QTRLY SRV 4/18 ENGR OFFICE	04/30/18	263683	55.00-
00001	HAVARD PEST CONTROL INC	1271684		02018506	17004913	QTRLY SRV 4/18 TRAFFIC BLD	04/30/18	263683	45.00-
00001	HAVARD PEST CONTROL INC	1271688		02018506	17004914	QTRLY SRV 4/18 CITY BARN	04/30/18	263683	220.00-
00001	HAVARD PEST CONTROL INC	1271690		02018506	17004915	QTRLY SRV 4/18 AIRPORT	04/30/18	263683	45.00-
00001	HAVARD PEST CONTROL INC	1271691		02018506	17004916	QTRLY SRV 4/18 AIRPT MAINT	04/30/18	263683	45.00-
00001	HAVARD PEST CONTROL INC	1271687		02018506	17004917	QTRLY SRV 4/18 TRAIN DEPOT	04/30/18	263683	85.00-
00001	HAVARD PEST CONTROL INC	1271700		02018506	17004918	QTRLY SRV 4/18 HILND CEM	04/30/18	263683	40.00-
00001	HAVARD PEST CONTROL INC	1271701		02018506	17004919	QTRLY SRV 4/18 S HILL CEM	04/30/18	263683	60.00-
00001	HAVARD PEST CONTROL INC	1285728		02018521	17004920	SENTRICON POLICE COMPLEX	04/30/18	263683	595.00-
00001	HAVARD PEST CONTROL INC	1275231		02018521	17004921	SENTRICON POLICE DISPATCH	04/30/18	263683	285.00-
00001	HAVARD PEST CONTROL INC	1275230		02018521	17004922	SENTRICON #4 FIRE STA	04/30/18	263683	220.00-
00001	HAVARD PEST CONTROL INC	1275228		02018521	17004923	SENTRICON P/F ACADEMY	04/30/18	263683	360.00-
00001	HAVARD PEST CONTROL INC	1275225		02018521	17004924	SENTRICON CITY HALL	04/30/18	263683	325.00-
00001	HAVARD PEST CONTROL INC	1275227		02018521	17004925	SENTRICON ENGR OFFICE	04/30/18	263683	330.00-
00001	HAVARD PEST CONTROL INC	1275117		02018521	17004926	SENTRICON TRAFFIC BLDG	04/30/18	263683	249.00-

00001 HAVARD PEST CONTROL INC	1275223	02018521 17004927	SENTRICON AIRPORT	04/30/18	263683	225.00-
00001 HAVARD PEST CONTROL INC	1285526	02018521 17004928	SENTRICON HILND CEMETERY	04/30/18	263683	249.00-

HAVARD PEST CONTROL INC						
Sum						4,248.00-
00001 HEALTHWORKS LLC	20126720 HAR	00178853 17004692	POST ACCIDENT DRUG SCREEN	04/30/18	263684	74.00-
00001 HEALTHWORKS LLC	20126740 FRE	00178853 17004693	POST ACCIDENT DRUG SCREEN	04/30/18	263684	74.00-

HEALTHWORKS LLC						
Sum						148.00-
00001 HILL & BROOKS COFFEE & T	702664	00178877 17004732	COFFEE SERV MAYOR'S OFFICE	04/30/18	263685	60.49-

HILL & BROOKS COFFEE & T						
Sum						60.49-
00001 HOLLAND VETERINARY HOSPI	ACCT#85 9414	00178924 17004771	SERVS K-9 OTTER	04/30/18	263688	145.56-
00001 HOLLAND VETERINARY HOSPI	ACCT#85 9415	00178924 17004772	SERVS K-9 RIEK	04/30/18	263688	25.00-

HOLLAND VETERINARY HOSPI						
Sum						170.56-
00001 HOVER GRAVEL CO	7056	00178823 17004867	TOPSOIL FOR CEMETERIES	04/30/18	263690	840.00-

HOVER GRAVEL CO						
Sum						840.00-
00001 HUB CITY SPOKES	81586	00178801 17004658	CITY WIDE ADS AND NOTICES	04/30/18	263691	53.88-

HUB CITY SPOKES						
Sum						53.88-
00001 HUGHES SUPPLY	S152595506.0	00178441 17004634	A/C DUCT YOUTH ART MUSEUM	04/30/18	263692	19.68-

HUGHES SUPPLY						
Sum						19.68-
00001 INGRAM EQUIPMENT CO LLC	0063250-IN	00178551 17004750	REPR PTS U#13982 PUBLIC WORKS	04/30/18	263694	513.00-
00001 INGRAM EQUIPMENT CO LLC	0063390-IN	00178563 17004762	FREIGHT CHARGE PO#178551	04/30/18	263694	74.08-

INGRAM EQUIPMENT CO LLC						
Sum						587.08-
00001 INNOVATIVE SERVICE SOLUT	20180053	00178492 17004677	DEFIBRILLATOR MAINT (12)	04/30/18	263695	1,140.00-
00001 INNOVATIVE SERVICE SOLUT	20180060	00178499 17004951	SEMI ANNUAL AED MAINT P/WRKS	04/30/18	263695	380.00-

INNOVATIVE SERVICE SOLUT						
Sum						1,520.00-
00001 INSTALLATION PLUS	7239	00178721 17004601	REPAIR GAS PUMPS	04/30/18	263696	447.45-

INSTALLATION PLUS						
Sum						447.45-
00001 INTERFACE SECURITY SYSTE	19046686	00178955 17004798	SECURITY 5/18 HILND CEMETERY	04/30/18	263697	33.02-
00001 INTERFACE SECURITY SYSTE	19053968	00178955 17004799	SECURITY 5/18 SOUTH HILL CEM	04/30/18	263697	29.95-

INTERFACE SECURITY SYSTE						
Sum						62.97-
00001 IRBY, STUART C CO	S010694423.0	00178458 17004648	LOCKING CABLE TIES CONSTR	04/30/18	263698	60.00-

Sum								60.00-
00001 IT'S PERSONAL	10008	00178956	17004797	CAPS FIRE/POLICE RECRUITS	04/30/18	263699	481.00-	

IT'S PERSONAL								
Sum							481.00-	
00001 JEFCOAT FENCE OF HATTIES	0020644	00177549	17004808	INSTALL GATES PINE ST GARAGE	04/30/18	263701	7,850.00-	

JEFCOAT FENCE OF HATTIES								
Sum							7,850.00-	
00001 JOHNNY'S WRECKER SERVICE	35623	00178755	17004616	TOWING COMMAND CENTER U#15647	04/30/18	263703	300.00-	

JOHNNY'S WRECKER SERVICE								
Sum							300.00-	
00001 K & K TRUCK-TRAILER PART	68216	00178913	17004949	REPR PTS U#14064 PUB WORKS	04/30/18	263704	210.00-	

K & K TRUCK-TRAILER PART								
Sum							210.00-	
00001 KONE INC (MONTGOMERY KON	949884142	00178842	17004714	MAINT 4-6/18 CITY HALL	04/30/18	263708	1,175.97-	

KONE INC (MONTGOMERY KON								
Sum							1,175.97-	
00001 KRONOS INCORPORATED	11300831	00178701	17004581	SOFTWARE SUPPORT 2/28-3/30/18	04/30/18	263709	9,088.00-	
00001 KRONOS INCORPORATED	11304346 & 1	00178490	17004611	TIME CLOCKS YEARLY MAINT	04/30/18	263709	16,081.32-	

KRONOS INCORPORATED								
Sum							25,169.32-	
00001 KW PR & CONSULTING	0000151	00179046	17004872	MARKETING SERVS MPO DIVISION	04/30/18	263710	9,660.00-	

KW PR & CONSULTING								
Sum							9,660.00-	
00001 LAMAR CTY SHERIFF	JAIL 3/18	00178833	17004700	INMATE HOUSING 3/18	04/30/18	263712	810.00-	

LAMAR CTY SHERIFF								
Sum							810.00-	
00001 LARRY'S WRECKER SERVICE	4874	00178737	17004617	TOWING U#19349 POLICE	04/30/18	263713	55.00-	
00001 LARRY'S WRECKER SERVICE	4869	00178737	17004618	TOWING U#18201 POLICE	04/30/18	263713	55.00-	
00001 LARRY'S WRECKER SERVICE	4857	00178737	17004619	TOWING U#18320 POLICE	04/30/18	263713	55.00-	
00001 LARRY'S WRECKER SERVICE	4877	00178818	17004696	TOWING VEHICLE FROM SCENE	04/30/18	263713	55.00-	
00001 LARRY'S WRECKER SERVICE	4879	00178892	17004738	TOWING VEHICLE FROM SCENE	04/30/18	263713	55.00-	
00001 LARRY'S WRECKER SERVICE	4544	00179013	17004849	TOWING VEHICLE FROM SCENE	04/30/18	263713	55.00-	
00001 LARRY'S WRECKER SERVICE	4543	00179013	17004850	TOWING VEHICLE FROM SCENE	04/30/18	263713	55.00-	
00001 LARRY'S WRECKER SERVICE	4540	00178820	17004953	TOWING U#16240 CONSTR	04/30/18	263713	65.00-	

LARRY'S WRECKER SERVICE								
Sum							450.00-	
00001 MAC PAPERS	393331	00178383	17004636	COPY PAPER COURT/INFO TECH	04/30/18	263717	73.50-	
00001 MAC PAPERS	393356	00178383	17004637	COPY PAPER INFO TECH	04/30/18	263717	24.03-	
00001 MAC PAPERS	393363	00178399	17004638	COPY PAPER MUN COURT	04/30/18	263717	367.50-	
00001 MAC PAPERS	248951	00178383	17004652	CREDIT PO#156172	04/30/18	263717	14.34	
00001 MAC PAPERS	393669	00178722	17004820	ENVELOPES/TAX STICKERS LDC	04/30/18	263717	226.83-	

MAC PAPERS

Sum								677.52-
00001 MCBOA-MS COAST BLDG OFFI	MBRSH	MITCH	00179104	17004984	MBRSH	DUES 2018	MITCHELL	40.00-

MCBOA-MS COAST BLDG OFFI								40.00-
Sum								40.00-
00001 MCELHANEY PLUMBING INC	267103		00178770	17004727	ICE MACH	FILTERS	CEMETERY	54.79-
00001 MCELHANEY PLUMBING INC	266901		00178582	17004744	TOILET	REPR #1	FIRE STA	113.60-

MCELHANEY PLUMBING INC								168.39-
Sum								30,657.83-
00001 MEDICAL ANALYSIS-GHV	10313		00178954	17004792	EMP	CLINIC	MGMT 4/18	-----
MEDICAL ANALYSIS-GHV								30,657.83-
Sum								592.50-
00001 MID SOUTH UNIFORM & SUPP	576413		00178074	17004966	MILITARY	STYLE	CAPS POL STOCK	-----
MID SOUTH UNIFORM & SUPP								592.50-
Sum								5,362.76-
00001 MILLS & SCANLON, P.A.	1292.0012M	S	00179003	17004841	SRVS	2016	ANNEXATION	915.50-
00001 MILLS & SCANLON, P.A.	1292.0013M	S	00179003	17004842	SRVS	PETAL	ANNEXATION	3,006.50-
00001 MILLS & SCANLON, P.A.	1292.0014M	S	00179003	17004843	SRVS	BELLEVUE	INCORPORATION	2,978.00-
00001 MILLS & SCANLON, P.A.	1292.0016M	S	00179003	17004844	SRVS	2018	ANNEXATION/INCLUSN	625.00-
00001 MILLS & SCANLON, P.A.	1292.0017M	S	00179003	17004845	SRVS	MANDALAY	VILLAS	-----
MILLS & SCANLON, P.A.								12,887.76-
Sum								161.00-
00001 MOORE, RYAN			TRAV	ADV 8/2	00178788	17004667	ADDL TRAV ADV INFO TRNG CONF	-----
MOORE, RYAN								161.00-
Sum								20.00-
00001 MOORE'S BICYCLE SHOP INC	PO#178298	4/	00178298	17004641	BIKE	TIRE	TUBES	72.00-
00001 MOORE'S BICYCLE SHOP INC	PO#178426	4/	00178426	17004664	BIKE	TIRE	TUBES POLICE DEPT	-----
MOORE'S BICYCLE SHOP INC								92.00-
Sum								300.00-
00001 MS ECONOMIC COUNCIL	111502	BARKE	00179099	17004975	2018	DUES	MAYOR BARKER	-----
MS ECONOMIC COUNCIL								300.00-
Sum								181.96-
00001 MS FARM & GARDEN	145789		00178678	17004586	POND	MGMT	SUPP LAKEVW RANGE	-----
MS FARM & GARDEN								181.96-
Sum								260.00-
00001 MS GRASS NURSERY	29426		00178817	17004763	GRASS	SOD	FOR CEMETERIES	-----
MS GRASS NURSERY								260.00-
Sum								235.00-
00001 MS MUNICIPAL LEAGUE	REG EATON	6/	00178973	17004834	REG	EATON	CONF BILOXI	235.00-
00001 MS MUNICIPAL LEAGUE	REG BARKER	6	00178975	17004835	REG	MAYOR BARKER	CONF BILOXI	235.00-
00001 MS MUNICIPAL LEAGUE	REG A JONES		00178977	17004836	REG	A JONES	CONF BILOXI	235.00-
00001 MS MUNICIPAL LEAGUE	REG MCCAIN	6	00178978	17004837	REG	MCCAIN	CONF BILOXI	235.00-

00001 MS MUNICIPAL LEAGUE	REG POPE 6/2	00179107	17004976	REG POPE CONF BILOXI	04/30/18	263732	235.00-

MS MUNICIPAL LEAGUE							
Sum							1,175.00-
00001 MS POLICE SUPPLY CO INC	I-2228	00176292	17004613	EQUIP CASES/HOLDERS STOCK	04/30/18	263733	1,479.75-

MS POLICE SUPPLY CO INC							
Sum							1,479.75-
00001 MS POWER COMPANY	4/18 GENERAL	00201814	17004895	MNTHLY ELEC-GENERAL	04/30/18	263734	104,128.79-

MS POWER COMPANY							
Sum							104,128.79-
00001 MS STATE/DEPT OF HEALTH/	18-120429 FI	00178990	17004851	BOILER/PRESSURE INSPECTIONS	04/30/18	263735	390.00-
00001 MS STATE/DEPT OF HEALTH/	18-120429 CE	00178990	17004852	BOILER INSPECT HILND CMTERY	04/30/18	263735	90.00-
00001 MS STATE/DEPT OF HEALTH/	18-120450 FI	00178992	17004853	INSPECT #2 FIRE LAUNDRY	04/30/18	263735	30.00-

MS STATE/DEPT OF HEALTH/							
Sum							510.00-
00001 MS STATE/TAX COMM/TAX EX	PO#178754 4/	00178754	17004620	TAG U#20919 FIRE DEPT	04/30/18	263736	12.00-

MS STATE/TAX COMM/TAX EX							
Sum							12.00-
00001 MULTITECH OFFICE MACHINE	18041056	00179043	17004978	PRINTER INK VARI DEPTS	04/30/18	263737	2,242.65-

MULTITECH OFFICE MACHINE							
Sum							2,242.65-
00001 MUNICIPAL CODE CORP	00307329	00179061	17004937	CONTRACT INITIAL PYMT PUBLCTN	04/30/18	263738	3,112.50-

MUNICIPAL CODE CORP							
Sum							3,112.50-
00001 MUNN ENTERPRISES INC	47951	00177195	17004651	AWNING WITH MARQUEE HILND CEM	04/30/18	263739	6,618.39-

MUNN ENTERPRISES INC							
Sum							6,618.39-
00001 NAPA AUTO PARTS	5930-574317	00178724	17004595	REPR PTS U#14094/18100 FIRE	04/30/18	263740	92.67-
00001 NAPA AUTO PARTS	5930-573582	00178317	17004596	REPR PTS U#18099 FIRE DEPT	04/30/18	263740	277.41-
00001 NAPA AUTO PARTS	5930-573425	00178220	17004673	FIRE MECHANIC SHOP SUPPLIES	04/30/18	263740	41.62-
00001 NAPA AUTO PARTS	5930-573360	00178197	17004674	FIRE MECHANIC SHOP TOOLS	04/30/18	263740	82.82-
00001 NAPA AUTO PARTS	5930-572919	00178012	17004675	BATTERIES U#20315 FIRE DEPT	04/30/18	263740	696.06-
00001 NAPA AUTO PARTS	5930-573187	00178137	17004676	REPR PTS U#13933/18098 FIRE	04/30/18	263740	157.61-
00001 NAPA AUTO PARTS	5930-574397	00178744	17004891	REPR PTS P/F ACADEMY ATV	04/30/18	263740	75.06-
00001 NAPA AUTO PARTS	5930-574582	00178852	17004892	REPR PTS FIRE MECH SHOP STOCK	04/30/18	263740	34.72-
00001 NAPA AUTO PARTS	5930-574919	00179041	17004893	MAINT SUPP U#20315 FIRE DEPT	04/30/18	263740	241.01-

NAPA AUTO PARTS							
Sum							1,698.98-
00001 NATL FIRE PROTECTION ASS	690510 71545	00178849	17004698	ANNUAL MBRSHIP DUES FIRE DEPT	04/30/18	263741	175.00-

NATL FIRE PROTECTION ASS							
Sum							175.00-
00001 NATL PEN CO	109987648	00178742	17004981	OFFICE SUPP POLICE DEPT	04/30/18	263742	448.90-

NATL PEN CO

Sum							448.90-
00001	NEWELL PAPER COMPANY	40253331	00178557	17004646	OFFICE SUPP PUBLIC WORKS	04/30/18	263744
							312.78-

NEWELL PAPER COMPANY

Sum							312.78-
00001	NORFOLK SOUTHERN CORP	90608411	00178841	17004715	5/18 LEASE RR ST PK LOT	04/30/18	263745
							1,943.51-

NORFOLK SOUTHERN CORP

Sum							1,943.51-
00001	OFFICE DEPOT INC	122581522001	00178428	17004647	NEW SERVER ENGR DEPT	04/30/18	263747
							404.99-
00001	OFFICE DEPOT INC	970912392001	00178428	17004653	CREDIT INV#960551512001 ENGR	04/30/18	263747
							281.99
00001	OFFICE DEPOT INC	125019524001	00178607	17004812	OFFICE SUPP ENGR DEPT	04/30/18	263747
							5.27-
00001	OFFICE DEPOT INC	125019525001	00178607	17004813	OFFICE SUPP ENGR DEPT	04/30/18	263747
							29.99-

OFFICE DEPOT INC

Sum							158.26-
00001	OFFICE PRODUCTS PLUS	827099-0	00178549	17004602	OFFICE SUPP PUBLIC WORKS	04/30/18	263749
							335.88-
00001	OFFICE PRODUCTS PLUS	827100-0	00178658	17004671	SOFA SECTIONS ACDMY ASMBLY RM	04/30/18	263749
							777.60-
00001	OFFICE PRODUCTS PLUS	827271-0	00178534	17004742	DESK NAME PLATES FIRE ADM	04/30/18	263749
							35.70-
00001	OFFICE PRODUCTS PLUS	821799-0	00177261	17004751	OFFICE SUPP ENGR DEPT	04/30/18	263749
							58.15-
00001	OFFICE PRODUCTS PLUS	824276-0	00177883	17004752	OFFICE SUPP ENGR DEPT	04/30/18	263749
							155.98-
00001	OFFICE PRODUCTS PLUS	828442-0	00178998	17004960	JANIT SUPP P/F ACADEMY	04/30/18	263749
							380.11-
00001	OFFICE PRODUCTS PLUS	828442-1	00178998	17004961	JANIT SUPP P/F ACADEMY	04/30/18	263749
							102.58-
00001	OFFICE PRODUCTS PLUS	828423-0	00178994	17004962	OFFICE SUPP P/F ACADEMY	04/30/18	263749
							195.14-
00001	OFFICE PRODUCTS PLUS	828423-1	00178994	17004963	OFFICE SUPP P/F ACADEMY	04/30/18	263749
							59.38-
00001	OFFICE PRODUCTS PLUS	828332-0	00178960	17004964	OFFICE SUPP FIRE DEPT	04/30/18	263749
							134.81-
00001	OFFICE PRODUCTS PLUS	828332-1	00178960	17004965	OFFICE SUPP FIRE DEPT	04/30/18	263749
							31.14-
00001	OFFICE PRODUCTS PLUS	828297-0	00178941	17004970	OFFICE SUPP MUN COURT	04/30/18	263749
							429.91-
00001	OFFICE PRODUCTS PLUS	828297-1	00178941	17004971	OFFICE SUPP MUN COURT	04/30/18	263749
							64.68-
00001	OFFICE PRODUCTS PLUS	828194-0	00178897	17004972	JANIT SUPP MUN COURT	04/30/18	263749
							291.27-
00001	OFFICE PRODUCTS PLUS	828194-1	00178897	17004973	JANIT SUPP MUN COURT	04/30/18	263749
							53.98-
00001	OFFICE PRODUCTS PLUS	C 826328-0	00178941	17004987	CREDIT PO#178384 MUN COURT	04/30/18	263749
							100.73

OFFICE PRODUCTS PLUS

Sum							3,005.58-
00001	PARISH TRACTOR	02-54987	00178279	17004726	REPR PTS U#15999 HEALTH	04/30/18	263750
							62.34-
00001	PARISH TRACTOR	02-55376	00178693	17004781	REPR PTS U#20373	04/30/18	263750
							87.24-

PARISH TRACTOR

Sum							149.58-
00001	PEARL RIVER VALLEY EPA (4/19 GENERAL	00201814	17004816	MNTHLY 4/18	PUBLIC SERVICES	04/30/18	263753
							1,313.99-

PEARL RIVER VALLEY EPA (

Sum							1,313.99-
00001	PHILLIPS CAR CARE CENTER 01923		00178222	17004588	REPRS ENGR DEPT UNIT	04/30/18	263754
							246.50-

PHILLIPS CAR CARE CENTER

Sum							246.50-
00001	PINE BELT CDJR, INC (MCM 1754421		00178907	17004955	REPR PTS U#14145 SANIT	04/30/18	263755
							147.75-

PINE BELT CDJR, INC (MCM

Sum							147.75-
00001 PINE BELT MENTAL HEALTHC MARCH 2018	00178855	17004690	JAIL DIVERSION GRANT 3/18	04/30/18	263756		6,866.73-

PINE BELT MENTAL HEALTHC							6,866.73-
Sum							14,198.43-
00001 PINE BELT OIL COMPANY IN 10551651	00178792	17004729	GAS FOR FUEL STATION	04/30/18	263757		8,278.36-
00001 PINE BELT OIL COMPANY IN 10583061	00178792	17004730	DIESEL FOR FUEL STATION	04/30/18	263757		-----
PINE BELT OIL COMPANY IN							22,476.79-
Sum							533.75-
00001 PRICE, J CHRISTOPHER TRAV ADVANCE	00178750	17004622	TRAV ADV ASBESTOS TRNG CRSE	04/30/18	263762		-----
PRICE, J CHRISTOPHER							533.75-
Sum							973.80-
00001 PUCKETT MACHINERY COMPAN P05C5643024	00178629	17004865	REPR PTS U#14956 PUBLIC WORKS	04/30/18	263763		260.65-
00001 PUCKETT MACHINERY COMPAN P05C5643241	00178812	17004950	REPR PTS U#14956 PUB WORKS	04/30/18	263763		-----
PUCKETT MACHINERY COMPAN							1,234.45-
Sum							3,750.00-
00001 RAYNER, JACK 04132018	00178757	17004614	POLYGRAPHS DETECTVS/LATERALS	04/30/18	263764		-----
RAYNER, JACK							3,750.00-
Sum							122.50-
00001 RECYCLING PROMOTIONS.COM 33086	00177045	17004826	PROMO ITEMS SCHOOL/EARTH DAY	04/30/18	263765		488.00-
00001 RECYCLING PROMOTIONS.COM 33104	00177045	17004827	PROMO ITEMS SCHOOL/EARTH DAY	04/30/18	263765		584.80-
00001 RECYCLING PROMOTIONS.COM 33117	00177045	17004828	PROMO ITEMS SCHOOL/EARTH DAY	04/30/18	263765		-----
RECYCLING PROMOTIONS.COM							1,195.30-
Sum							41,376.52-
00001 REGIONS BANK (SANITATION 001-0000902-	02018499	17004728	GARB TRK LEASE DUE 4/18	04/19/18	112654		-----
REGIONS BANK (SANITATION							41,376.52-
Sum							110.00-
00001 RICOH CORP 24399511	00178804	17004679	COPIER 5/18 LAND CODE DIV	04/30/18	263767		366.03-
00001 RICOH CORP 5053167563	00179092	17004979	COPIER 4/18-4/19 CITY HALL	04/30/18	263767		-----
RICOH CORP							476.03-
Sum							997.82-
00001 RJ YOUNG COMPANY INV2405209	00178687	17004584	COPIER 2/28-3/27 POLICE	04/30/18	263768		335.00-
00001 RJ YOUNG COMPANY INV2400941	00178781	17004655	COPIER 2/25-3/24 MUN COURT	04/30/18	263768		188.50-
00001 RJ YOUNG COMPANY INV2400942	00178781	17004656	COPIER 2/24-3/23 MUN COURT	04/30/18	263768		369.00-
00001 RJ YOUNG COMPANY INV2419541	00178805	17004662	COPIER 3/6-4/5 PLANNING DIV	04/30/18	263768		298.00-
00001 RJ YOUNG COMPANY INV2434246	00178987	17004838	COPIER 3/14-4/13 CITY CLERK	04/30/18	263768		174.00-
00001 RJ YOUNG COMPANY INV2432345	00178966	17004839	COPIER 3/16-4/15 MPO DIV	04/30/18	263768		318.00-
00001 RJ YOUNG COMPANY INV2431635	00178969	17004857	COPIER 3/14-4/13 ENGR DEPT	04/30/18	263768		-----
RJ YOUNG COMPANY							2,680.32-
Sum							462.40-
00001 RODCO, LLC 1460	00179018	17004879	PLAN REVIEWS TABERNACLE CHRCH	04/30/18	263769		-----
RODCO, LLC							462.40-
Sum							

00001 SACKS OUTDOOR SUPPLY	RC1000114195	00169110	17004939	ACDMY UNIFORM OFFICER MAILLEY	04/30/18	263770	125.97-

SACKS OUTDOOR SUPPLY							
Sum							125.97-
00001 SCOTTS HYDRAULIC SERVICE	32906	00178872	17004782	REPRS U#16007	04/30/18	263772	973.37-

SCOTTS HYDRAULIC SERVICE							
Sum							973.37-
00001 SHERWIN-WILLIAMS COMPANY	3469-3	00179054	17004942	PAINT MACHINE PTS TRAFFIC	04/30/18	263774	238.51-

SHERWIN-WILLIAMS COMPANY							
Sum							238.51-
00001 SMITH, JIM SERVICES	88557	00178775	17004663	A/C REPR COUNCIL ROOM	04/30/18	263778	1,250.48-
00001 SMITH, JIM SERVICES	88588	00178936	17004767	A/C REPR MUN COURT BLDG	04/30/18	263778	217.28-

SMITH, JIM SERVICES							
Sum							1,467.76-
00001 SOLAR SUPPLY INC	3401507	00178735	17004649	A/C SUPP YOUTH ART MUSEUM	04/30/18	263779	33.84-

SOLAR SUPPLY INC							
Sum							33.84-
00001 SOUNDOFF SIGNAL	4626	00175584	17004877	LIGHTS/SIRENS 10 NEW UNITS	04/30/18	263780	18,287.40-

SOUNDOFF SIGNAL							
Sum							18,287.40-
00001 SOUTH MS ELITE BASKETBAL	SPONSORSHIP	00178927	17004768	SPONSORSHIP BRONZE	04/30/18	263781	500.00-

SOUTH MS ELITE BASKETBAL							
Sum							500.00-
00001 SOUTH MS EMERGENCY PHYSI	SHM035549485	00178971	17004854	SRV 3/14/18 BARNES PRISONER	04/30/18	263782	931.00-
00001 SOUTH MS EMERGENCY PHYSI	SHM035348318	00178971	17004855	SRV 3/02/18 PEYTON PRISONER	04/30/18	263782	931.00-

SOUTH MS EMERGENCY PHYSI							
Sum							1,862.00-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT3 4/3/	02018515	17004829	POLICE FINES COLL.FEE	04/30/18	263783	298.03-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 4/3/	02018516	17004830	POLICE FINES COLL.FEE	04/30/18	263783	98.47-

SOUTHERN FINANCIAL SYSTE							
Sum							396.50-
00001 SOUTHERN PINE ELECTRIC P	4/18 GENERAL	00201811	17004817	MNTHLY 4/18 PUBLIC SERVICES	04/30/18	263786	1,299.18-

SOUTHERN PINE ELECTRIC P							
Sum							1,299.18-
00001 SOUTHERN TIRE MART #9 (M	9030662	00178831	17004749	TIRE U#18603 TRAFFIC	04/30/18	263787	146.78-

SOUTHERN TIRE MART #9 (M							
Sum							146.78-
00001 SOUTHERN TIRE MART LLC	9030401	00178690	17004600	REPR PTS U#17529 PUBLIC WORKS	04/30/18	263788	64.95-
00001 SOUTHERN TIRE MART LLC	11143779	00178313	17004621	FLAT TIRE REPR U#20315 FIRE	04/30/18	263788	42.45-
00001 SOUTHERN TIRE MART LLC	11145272	00178694	17004803	BALANCE TIRE U#14408 SANIT	04/30/18	263788	62.50-
00001 SOUTHERN TIRE MART LLC	9030787	00178719	17004866	TIRE REPR SUPP FOR SHOP	04/30/18	263788	59.85-

[illegible]

00001 SWANA OF MS/SOLID WASTE	S2018-031 FR	00178829	17004708	REG FRAZIER CONF BAY ST LOUIS	04/30/18	263803	250.00-
00001 SWANA OF MS/SOLID WASTE	S2018-031 MC	00178829	17004709	REG MCCLAIN CONF BAY ST LOUIS	04/30/18	263803	250.00-

SWANA OF MS/SOLID WASTE							
Sum							500.00-
00001 TAW POWER SYSTEMS, INC	26136224	00178929	17004785	GENERATOR SERV CALL PUB WORKS	04/30/18	263805	366.00-
00001 TAW POWER SYSTEMS, INC	26136313	00179027	17004875	GENERATOR SERV POL DISPATCH	04/30/18	263805	488.00-

TAW POWER SYSTEMS, INC							
Sum							854.00-
00001 TFR GROUP, LLC	2018101	00178751	17004612	SRV TWIN FORKS PLAN REPORT	04/30/18	263807	32,000.00-

TFR GROUP, LLC							
Sum							32,000.00-
00001 TMC MANAGEMENT, LLC	1965ED	00178710	17004956	EQUIP/SOUND/DJ EARTH DAY 4/19	04/30/18	263811	850.00-

TMC MANAGEMENT, LLC							
Sum							850.00-
00001 TOPP MCWHORTER HARVEY, P	198209	00179039	17004871	INTERIM BILLING FY 2016 AUDIT	04/30/18	263812	37,671.25-

TOPP MCWHORTER HARVEY, P							
Sum							37,671.25-
00001 TRANSUNION RISK AND ALTE	362606 4/01/	00178824	17004695	ONLINE INVESTIGATIONS 3/18	04/30/18	263814	113.00-

TRANSUNION RISK AND ALTE							
Sum							113.00-
00001 TRI-TECH INC	157887	00178882	17004859	BAGS FOR EVIDENCE	04/30/18	263815	118.50-

TRI-TECH INC							
Sum							118.50-
00001 TRUCKPRO LLC	039-0646287	00178811	17004802	JACK FOR PUB WORKS SHOP	04/30/18	263816	514.27-

TRUCKPRO LLC							
Sum							514.27-
00001 TWIN FORKS RISING COMMUN	4/16/18	00178769	17004607	2018 APPROPRIATION TWIN FORKS	04/16/18	112652	150,000.00-

TWIN FORKS RISING COMMUN							
Sum							150,000.00-
00001 ULTIMATE PARTY #3 (WAS	203999	00178664	17004580	SUPP TAX PARTNERS LUNCHEON	04/30/18	263818	223.83-

ULTIMATE PARTY #3 (WAS							
Sum							223.83-
00001 UNDERWOOD OUTDOOR POWER,	56445	00178429	17004764	CHAINSAW BARS FOR TREE CREW	04/30/18	263819	63.24-

UNDERWOOD OUTDOOR POWER,							
Sum							63.24-
00001 VERIZON WIRELESS	9804581067	00178759	17004610	HPD WIRELESS SERV 3/2-4/1/18	04/30/18	263826	2,400.62-

VERIZON WIRELESS							
Sum							2,400.62-
00001 VULCAN MATERIALS CO	50415570	00178463	17004685	LIMESTONE VARI LOC	04/30/18	263827	1,793.88-

[illegible]

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 04/26/18

PERIOD ENDING APRIL 30, 2018

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND							
00002 A & R FARM AND GARDEN	303222	00178614	17000896	ROCK SACKS GRNDS MAINT	04/30/18	263558	45.00-
00002 A & R FARM AND GARDEN	303155	00178565	17000899	KEYS/SHOVELS	04/30/18	263558	68.00-
00002 A & R FARM AND GARDEN	302877	00178697	17000900	TIE WIRE	04/30/18	263558	6.99-

A & R FARM AND GARDEN							
Sum							119.99-
00002 AAMCO TRANS/AUTOMOTIVE S	106003	00177296	17000917	REPRS U#8937 TRUCK	04/30/18	263559	365.00-

AAMCO TRANS/AUTOMOTIVE S							
Sum							365.00-
00002 ADAMS NURSERY	588722	00178982	17000936	PLANTS/SUPP TSP-EARTH DAY	04/30/18	263560	80.98-

ADAMS NURSERY							
Sum							80.98-
00002 AGRI-AFC LLC	0322	00178838	17000919	CHEMICALS ALL BALLFIELDS	04/30/18	263564	2,243.00-

AGRI-AFC LLC							
Sum							2,243.00-
00002 ALLBRITTON CHAIN SAW & L	56063	00178702	17000941	WEEDEATER STRAPS	04/30/18	263566	119.70-

ALLBRITTON CHAIN SAW & L							
Sum							119.70-
00002 AT&T MOBILITY	287273578351	00178828	17000914	WIRELESS SRV 3/18 PARKS/REC	04/30/18	263577	316.52-

AT&T MOBILITY							
Sum							316.52-
00002 BRACKMAN MOWER WAREHOUSE	37562	00178706	17000916	EQUIP LUBRICANTS GRNDS MAINT	04/30/18	263595	226.00-
00002 BRACKMAN MOWER WAREHOUSE	37349	00178340	17000922	MOWER DISCHARGE CHUTES	04/30/18	263595	81.80-
00002 BRACKMAN MOWER WAREHOUSE	37244	00178390	17000923	REPRS U#19464 MOWER	04/30/18	263595	105.64-
00002 BRACKMAN MOWER WAREHOUSE	37246	00178390	17000924	REPRS U#19645 MOWER	04/30/18	263595	199.66-
00002 BRACKMAN MOWER WAREHOUSE	37487	00178668	17000925	REPR PTS U#19464 MOWER	04/30/18	263595	118.70-
00002 BRACKMAN MOWER WAREHOUSE	37679	00178995	17000942	AGRI EQUIP FUEL FILTERS	04/30/18	263595	15.75-

BRACKMAN MOWER WAREHOUSE							
Sum							747.55-
00002 BRADDOCK, ARETHA	OFFICIAL 4/2	02018519	17000955	OFFICIAL-ADULT BASKETBALL	04/30/18	263596	350.00-

BRADDOCK, ARETHA							
Sum							350.00-
00002 BROWN, KIM	OFFICIAL 4/3	02018519	17000953	OFFICIAL-ADULT BASKETBALL	04/30/18	263597	400.00-

BROWN, KIM							
Sum							400.00-
00002 BRYANT, ERNEST J	SPORTS SERVS	02018520	17000961	SPORTS SUPPORT SERVICES	04/30/18	263599	344.00-

BRYANT, ERNEST J

Sum								344.00-
00002	BURGE EXCAVATING & GRADI	1025	00178598	17000897	BALLFLD DIRT CAMERON FIELD	04/30/18	263600	240.00-

BURGE EXCAVATING & GRADI

Sum								240.00-
00002	CARQUEST AUTO PARTS STOR	14758-107310	00178659	17000905	REPR PTS U#9213 TRUCK	04/30/18	263605	145.31-
00002	CARQUEST AUTO PARTS STOR	14758-106006	00178659	17000912	CR PO#177396 INV#14758-104718	04/30/18	263605	86.80
00002	CARQUEST AUTO PARTS STOR	14758-107660	00178704	17000935	MOTOR OIL GRNDS MAINT	04/30/18	263605	95.76-

CARQUEST AUTO PARTS STOR

Sum								154.27-	
00002	CARTER, WAYNE M		SPORTS SERVS	02018520	17000962	SPORTS SUPPORT SERVICES	04/30/18	263607	32.00-

CARTER, WAYNE M

Sum								32.00-
00002	CHRIST GOSPEL CHURCH (RE	DAHMER PK PA	02018496	17000913	DAHMER PK PART RFD #70705	04/30/18	263612	40.00-

CHRIST GOSPEL CHURCH (RE

Sum								40.00-
00002	CITY OF HATTIESBURG FUND	TRF 2ND 4/18	02018517	17000947	TRF 2ND 4/18 PAYROLL	04/24/18	311843	62,695.73-

CITY OF HATTIESBURG FUND

Sum								62,695.73-
00002	EATON, ALVIN K (PETTY CA	PETTY CASH 3	00178776	17000901	PETTY CASH 3/18 PARKS & REC	04/30/18	263637	31.14-

EATON, ALVIN K (PETTY CA

Sum								31.14-
00002	ECONOMY SUPPLY CO	291064	00177780	17000902	BLDG SUPP REC OFFICE SHED	04/30/18	263640	44.00-

ECONOMY SUPPLY CO

Sum								44.00-
00002	ELKINS WHOLESALE INC	344629-00	00178705	17000895	JANIT SUPP GRNDS MAINT	04/30/18	263642	538.54-

ELKINS WHOLESALE INC

Sum								538.54-
00002	GILLILANDS ELECTRONICS S	66416	00179055	17000974	ADD EXTN 206/207 REC ADM	04/30/18	263669	75.00-

GILLILANDS ELECTRONICS S

Sum								75.00-
00002	GLOBAL SECURITY COMPANY	10206	00179033	17000948	SECURITY 3/18 ADULT BASKETBAL	04/30/18	263672	1,240.00-
00002	GLOBAL SECURITY COMPANY	10208	00179034	17000949	SECURITY 4/18 ADULT BASKETBAL	04/30/18	263672	910.00-
00002	GLOBAL SECURITY COMPANY	10210	00179035	17000950	SECURITY 4/18 ADULT SOFTBALL	04/30/18	263672	630.00-
00002	GLOBAL SECURITY COMPANY	10209	00179036	17000951	SECURITY 4/18 CPR TRACK HHS	04/30/18	263672	230.00-

GLOBAL SECURITY COMPANY

Sum								3,010.00-	
00002	GRAVES, GARY L		OFFICIAL 4/3	02018519	17000954	OFFICIAL-ADULT BASKETBALL	04/30/18	263674	525.00-

GRAVES, GARY L

Sum								525.00-
00002	HATTIESBURG HYDRAULICS I	73466	00178424	17000907	REPR PTS U#13034 SANDPRO	04/30/18	263678	33.86-

HATTIESBURG HYDRAULICS I

Sum									33.86-
00002	HAVARD PEST CONTROL INC	1271677	02018506	17000968	QTRLY SRV 4/18 BOYS BRHOOD	04/30/18	263683		48.00-
00002	HAVARD PEST CONTROL INC	1271678	02018506	17000969	QTRLY SRV 4/18 CAMERON FLD	04/30/18	263683		48.00-
00002	HAVARD PEST CONTROL INC	1271669	02018506	17000970	QTRLY SRV 4/18 DAHMER POOL	04/30/18	263683		48.00-
00002	HAVARD PEST CONTROL INC	1271671	02018506	17000971	QTRLY SRV 4/18 TATUM PARK	04/30/18	263683		125.00-
00002	HAVARD PEST CONTROL INC	1275229	02018521	17000972	SENTRICON DAMER POOL	04/30/18	263683		310.00-
00002	HAVARD PEST CONTROL INC	1275232	02018521	17000973	SENTRICON TATUM PARK	04/30/18	263683		285.00-

HAVARD PEST CONTROL INC

Sum									864.00-
00002	HINES, ERIC	OFFICIAL 4/3	02018519	17000956	OFFICIAL-ADULT BASKETBALL	04/30/18	263686		100.00-

HINES, ERIC

Sum									100.00-
00002	HOMESTEAD DIRT WORKS & M	PO#175480 4/	00175480	17000926	MULCH LAND TIMBERTON PARK	04/30/18	263689		1,000.00-

HOMESTEAD DIRT WORKS & M

Sum									1,000.00-
00002	INDOFF INC	3091464	00178434	17000915	OFFICE SUPP TATUM REC ADM	04/30/18	263693		521.15-

INDOFF INC

Sum									521.15-
00002	IRBY, STUART C CO	S010704440.0	00178666	17000929	ELEC SUPP TATUM BASEBAL LITES	04/30/18	263698		104.19-
00002	IRBY, STUART C CO	S010631235.0	00178328	17000937	ELEC SUPP TATUM SOC FLD HOUSE	04/30/18	263698		125.00-

IRBY, STUART C CO

Sum									229.19-
00002	JACKSON, ROOSEVELT III	773407	00178480	17000946	WASH/PAINT KP GAZEBO/BRDWALK	04/30/18	263700		3,895.00-

JACKSON, ROOSEVELT III

Sum									3,895.00-
00002	JERRY'S AUTOMOTIVE REPAI	19194	00178699	17000918	REPRS U#11214 TRUCK	04/30/18	263702		562.70-

JERRY'S AUTOMOTIVE REPAI

Sum									562.70-
00002	KEATON, CHRISTOPHER	OFFICIAL 4/3	02018519	17000957	OFFICIAL-ADULT BASKETBALL	04/30/18	263705		275.00-

KEATON, CHRISTOPHER

Sum									275.00-
00002	KEELING COMPANY (HATTIES	S3349799.001	00177872	17000903	PLUMB SUPP SPRINKLERS TATUM	04/30/18	263706		239.31-
00002	KEELING COMPANY (HATTIES	S3363693.001	00178501	17000904	PLUMB SUPP	04/30/18	263706		191.42-
00002	KEELING COMPANY (HATTIES	S3350805.001	00177872	17000911	PLUMB SUPP SPRINKLERS TATUM	04/30/18	263706		153.14-
00002	KEELING COMPANY (HATTIES	S3340292.001	00177242	17000975	PLUMB SUPP ALL BALLFIELDS	04/30/18	263706		788.40-
00002	KEELING COMPANY (HATTIES	S3345502.001	00177242	17000976	PLUMB SUPP ALL BALLFIELDS	04/30/18	263706		240.50-

KEELING COMPANY (HATTIES

Sum									1,612.77-
00002	KETTLEY, ANNETTE	SPORTS SERVS	02018520	17000963	SPORTS SUPPORT SERVICES	04/30/18	263707		216.00-

KETTLEY, ANNETTE

Sum								216.00-
00002 MCELHANEY PLUMBING INC	267217	00178935	17000938	PLUMB SUPP 5TH ST CENTER	04/30/18	263720		8.95-

MCELHANEY PLUMBING INC								
Sum								8.95-
00002 MOORE'S LOCK AND KEY LLC	23289	00178937	17000928	EMER CALL UNLOCK MCNAIR BLDG	04/30/18	263727		55.00-

MOORE'S LOCK AND KEY LLC								
Sum								55.00-
00002 MS GRASS NURSERY	29392	00178624	17000898	GRASS SOD CAMERON PARK	04/30/18	263731		260.00-

MS GRASS NURSERY								
Sum								260.00-
00002 MS POWER COMPANY	4/18 PKS/REC	00201814	17000952	MNTHLY ELEC-PARKS & REC	04/30/18	263734		14,384.43-

MS POWER COMPANY								
Sum								14,384.43-
00002 MS STATE/DEPT OF HEALTH/	18-120450 PK	00178992	17000933	INSPECT AIR TANK TRINITY SHOP	04/30/18	263735		60.00-
00002 MS STATE/DEPT OF HEALTH/	18-119700 PK	00178980	17000934	BOILER INSPECT UNETTA/CAMERON	04/30/18	263735		60.00-

MS STATE/DEPT OF HEALTH/								
Sum								120.00-
00002 NEEL-SCHAFFER INC	1051226	00178709	17000894	SRV 3/18 TMBRTN CMLPX RESTORA	04/30/18	263743		1,232.63-

NEEL-SCHAFFER INC								
Sum								1,232.63-
00002 PINE BELT TROPHY	PO#178268 3/	00178268	17000891	BASKETBALL YEAR END TROPHIES	04/30/18	263758		259.80-

PINE BELT TROPHY								
Sum								259.80-
00002 PLAY IT AGAIN SPORTS	PO#178046 4/	00178046	17000892	TRACK/FIELD JERSEYS	04/30/18	263759		1,015.00-
00002 PLAY IT AGAIN SPORTS	PO#178205 4/	00178205	17000893	ADULT BSKTBAL CHAMPION SHIRTS	04/30/18	263759		1,296.00-

PLAY IT AGAIN SPORTS								
Sum								2,311.00-
00002 PORTER, JAMAL	SPORTS SERVS	02018520	17000964	SPORTS SUPPORT SERVICES	04/30/18	263760		192.00-

PORTER, JAMAL								
Sum								192.00-
00002 POWELL, RANDY	SPORTS SERVS	02018520	17000965	SPORTS SUPPORT SERVICES	04/30/18	263761		360.00-

POWELL, RANDY								
Sum								360.00-
00002 SHERWIN-WILLIAMS COMPANY	2769-7	00178500	17000920	ORANGE PAINT 100 BIKE RIDE	04/30/18	263774		74.28-
00002 SHERWIN-WILLIAMS COMPANY	3179-8	00178840	17000921	YELLOW PAINT 100 BIKE RIDE	04/30/18	263774		366.86-
00002 SHERWIN-WILLIAMS COMPANY	7926-6	00178840	17000927	CREDIT RETURN	04/30/18	263774		2.70-

SHERWIN-WILLIAMS COMPANY								
Sum								438.44-
00002 SOUTHERN ON SITE STORAGE	59630	00178554	17000910	PORTALETS TATUM SOCCER	04/30/18	263785		340.00-
00002 SOUTHERN ON SITE STORAGE	59762	00178777	17000930	PORTALETS HATTIE BIKE RIDE	04/30/18	263785		340.00-
00002 SOUTHERN ON SITE STORAGE	59763	00178778	17000931	PORTALETS AIRPORT 4/21/18	04/30/18	263785		170.00-

00002 SOUTHERN ON SITE STORAGE 59775	00178411 17000944 SERV PORTALETs/HANDWASH STA	04/30/18	263785	1,420.00-
00002 SOUTHERN ON SITE STORAGE 59776	00178962 17000945 PORTALETs LIVE-AFTER-5 TS PK	04/30/18	263785	340.00-

SOUTHERN ON SITE STORAGE				
Sum				2,610.00-
00002 SOUTHERN TIRE MART #9 (M 9030326	00178566 17000906 TIRE U#16048 TRUCK	04/30/18	263787	80.77-
00002 SOUTHERN TIRE MART #9 (M 9030282	00178381 17000908 TIRES U#20405 TRUCK	04/30/18	263787	675.23-
00002 SOUTHERN TIRE MART #9 (M 9029439	00177510 17000939 BRAKE REPR U#18651 TRUCK	04/30/18	263787	681.26-
00002 SOUTHERN TIRE MART #9 (M 9029912	00178062 17000940 OIL CHG/FLAT RER U#20419 TRK	04/30/18	263787	172.35-
00002 SOUTHERN TIRE MART #9 (M 9030478	00178661 17000943 TRAILER TIRE U#1799	04/30/18	263787	53.12-

SOUTHERN TIRE MART #9 (M				
Sum				1,662.73-
00002 SPIRE ENERGY	4/18 PKS/REC 00201814 17000932 MNTHLY GAS-PARKS & REC	04/30/18	263794	12.92-

SPIRE ENERGY				
Sum				12.92-
00002 TERRELL, WINSTON	OFFICIAL 4/3 02018519 17000958 OFFICIAL-ADULT BASKETBALL	04/30/18	263806	125.00-

TERRELL, WINSTON				
Sum				125.00-
00002 THOMPSON, JESSE	OFFICIAL 4/3 02018519 17000959 OFFICIAL-ADULT BASKETBALL	04/30/18	263810	175.00-

THOMPSON, JESSE				
Sum				175.00-
00002 UNITED RENTALS (NORTH AM 155010493-00	00178449 17000909 PORTABLE LIGHTS TATUM SOCCER	04/30/18	263820	2,496.00-

UNITED RENTALS (NORTH AM				
Sum				2,496.00-
00002 VARNADO, ALEXANDRIA	SPORTS SERVS 02018520 17000966 SPORTS SUPPORT SERVICES	04/30/18	263824	200.00-

VARNADO, ALEXANDRIA				
Sum				200.00-
00002 VARNADO, UNDRA	SPORTS SERVS 02018520 17000967 SPORTS SUPPORT SERVICES	04/30/18	263825	320.00-

VARNADO, UNDRA				
Sum				320.00-
00002 WASHINGTON, TYLER ROYCE	OFFICIAL 4/3 02018519 17000960 OFFICIAL-ADULT BASKETBALL	04/30/18	263831	200.00-

WASHINGTON, TYLER ROYCE				
Sum				200.00-

Sum				109,205.99-

Date - 04/26/18

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Item	Description
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Check
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HATT.MUNICIPAL FIRE PROTECTION

00005	FERRARA FIRE APPARATUS I	JC031418.01K	00177653	17000061	NEW PUMPER EQUIPMENT	04/16/18	22106	2,014.00-
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00005	FERRARA FIRE APPARATUS I	JC031418.02K	00174567	17000062	NEW FERRARA FIRE APPARATUS	04/16/18	22107	444,291.00-
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FERRARA FIRE APPARATUS I

Sum

446,305.00-

00005	GILLILANDS ELECTRONICS S	66521	00178997	17000063	REPLACE PHONE SYS #1	FIRE STA	04/30/18	263669	3,114.00-
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GILLILANDS ELECTRONICS S

Sum

3,114.00-

Sum

449,419.00-

Date - 04/26/18

Vendor

Invoice
Number

Purchase Order

Claims
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Item	Description
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PAYROLL FUND

00006 KNIGHT, LESTER (REFUND)	REFUND DENTA	02018507	17000311	REFUND DENTAL	04/24/18	112658	55.64-
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KNIGHT, LESTER (REFUND)

Sum

00006	SEALY, PEGGY	REFUND DENTA	02018508	17000312	REFUND DENTAL	04/24/18	112659	55.64-
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SEALY, PEGGY

Sum

55.64-

Sum

111.28-

00009 CAMPER CITY OF HATTIESBU	40732	00177957	17000985	REPRS VARI SEWER UNITS	04/30/18	263602	1,935.00-

CAMPER CITY OF HATTIESBU							
Sum							1,935.00-
00009 CENTRAL PIPE SUPPLY INC	S100136770.0	00178683	17001043	PLUMB SUPP TRANS STOCK	04/30/18	263609	4,066.00-
00009 CENTRAL PIPE SUPPLY INC	S100136770.0	00178683	17001044	PLUMB SUPP TRANS STOCK	04/30/18	263609	730.00-

CENTRAL PIPE SUPPLY INC							
Sum							4,796.00-
00009 CERTIFIED LABORATORIES	3088353	00178404	17000974	CHEMICALS SEWER DEPT	04/30/18	263611	9,570.00-

CERTIFIED LABORATORIES							
Sum							9,570.00-
00009 CINTAS CORPORATION #J66	J66580584	00178875	17000999	UNIFORMS 4/16 TRANS	04/30/18	263617	71.00-
00009 CINTAS CORPORATION #J66	J66580585	00178875	17001000	MOP/MAT 4/16 PLANT	04/30/18	263617	13.93-
00009 CINTAS CORPORATION #J66	J66580584	00178875	17001001	UNIFORMS 4/16 PLANT	04/30/18	263617	51.65-
00009 CINTAS CORPORATION #J66	J66580584	00178875	17001002	UNIFORMS 4/16 SEWER	04/30/18	263617	43.02-
00009 CINTAS CORPORATION #J66	J66580584	00178875	17001003	UNIFORMS 4/16 LAGOON	04/30/18	263617	25.87-
00009 CINTAS CORPORATION #J66	J66581825	00179031	17001021	UNIFORMS 4/23 TRANS	04/30/18	263617	71.00-
00009 CINTAS CORPORATION #J66	J66581826	00179031	17001022	MOP/MAT 4/23 PLANT	04/30/18	263617	13.93-
00009 CINTAS CORPORATION #J66	J66581825	00179031	17001023	UNIFORMS 4/23 PLANT	04/30/18	263617	47.06-
00009 CINTAS CORPORATION #J66	J66581825	00179031	17001024	UNIFORMS 4/23 SEWER	04/30/18	263617	43.02-
00009 CINTAS CORPORATION #J66	J66581825	00179031	17001025	UNIFORMS 4/23 LAGOON	04/30/18	263617	25.87-

CINTAS CORPORATION #J66							
Sum							406.35-
00009 CITY OF HATTIESBURG FUND	TRF 2ND 4/18	02018517	17001020	TRF 2ND 4/18 PAYROLL	04/24/18	22108	92,836.21-

CITY OF HATTIESBURG FUND							
Sum							92,836.21-
00009 COBURN'S SUPPLY CO INC	60993321	00177731	17000978	PLUMB SUPP TRANS STOCK	04/30/18	263619	5,990.40-
00009 COBURN'S SUPPLY CO INC	601055592	00178684	17001011	TUBING WTR TRANS DEPT	04/30/18	263619	394.00-

COBURN'S SUPPLY CO INC							
Sum							6,384.40-
00009 COURTNEY'S RESTAURANT EQ	12012	00179056	17001037	ICE MACH MAINT WTR BILLING	04/30/18	263626	175.00-

COURTNEY'S RESTAURANT EQ							
Sum							175.00-
00009 DILLON PLUMBING COMPANY,	6023	00178685	17000973	REPLUMB VENT PIPES WTR PLANT	04/30/18	263631	1,366.45-

DILLON PLUMBING COMPANY,							
Sum							1,366.45-
00009 EATON, ALVIN K (PETTY CA	PETTY CASH 3	00178772	17000988	PETTY CASH 3/18 PLT/WTR BILL	04/30/18	263638	73.50-

EATON, ALVIN K (PETTY CA							
Sum							73.50-
00009 FASTENAL COMPANY	MSHAT207645	00177958	17000980	RAINCOATS TRANS DEPT	04/30/18	263648	460.66-
00009 FASTENAL COMPANY	MSHAT207372	00177967	17000983	SAFETY VESTS/RAINSUITS SEWER	04/30/18	263648	451.91-

FASTENAL COMPANY							

Sum								912.57-
00009 HACH COMPANY	10927224	00178896	17001027	TESTING CHEMICALS WTR PLANTS	04/30/18	263677	921.38-	

HACH COMPANY								
Sum							921.38-	
00009 HATTIESBURG HYDRAULICS I	73113	00177611	17001038	BOOM REPR U#13192 LAGOON	04/30/18	263678	2,516.59-	

HATTIESBURG HYDRAULICS I								
Sum							2,516.59-	
00009 HAVARD PEST CONTROL INC	1271676	02018506	17001029	QTRLY SRV 4/18 WTR OFFICE	04/30/18	263683	45.00-	
00009 HAVARD PEST CONTROL INC	1271693	02018506	17001030	QTRLY SRV 4/18 PLT-LOWER	04/30/18	263683	48.00-	
00009 HAVARD PEST CONTROL INC	1271694	02018506	17001031	QTRLY SRV 4/18 PLT-UPPER	04/30/18	263683	50.00-	
00009 HAVARD PEST CONTROL INC	1271695	02018506	17001032	QTRLY SRV 4/18 PLT-JAMES	04/30/18	263683	50.00-	
00009 HAVARD PEST CONTROL INC	1271696	02018506	17001033	SRV 4/18 BURKETT LIFT STA	04/30/18	263683	40.00-	
00009 HAVARD PEST CONTROL INC	1271697	02018506	17001034	QTRLY SRV 4/18 E LAUREL	04/30/18	263683	40.00-	
00009 HAVARD PEST CONTROL INC	1275226	02018521	17001035	SENTRICON WATER OFFICE	04/30/18	263683	285.00-	

HAVARD PEST CONTROL INC								
Sum							558.00-	
00009 K & K TRUCK-TRAILER PART	68152	00178417	17000982	REPR PTS U#20679 PLANT	04/30/18	263704	45.00-	

K & K TRUCK-TRAILER PART								
Sum							45.00-	
00009 L & A CONTRACTING CO	483-105	00178686	17000975	AERATOR MNT 3/26-4/08 LAGOONS	04/30/18	263711	35,484.20-	
00009 L & A CONTRACTING CO	483-106	00179045	17001026	AERATOR MNT 4/9-22 LAGOONS	04/30/18	263711	47,664.97-	

L & A CONTRACTING CO								
Sum							83,149.17-	
00009 MILLS & SCANLON, P.A.	1292.0011M S	00179003	17001018	SRVS SEWER CONTRACTS	04/30/18	263723	704.00-	

MILLS & SCANLON, P.A.								
Sum							704.00-	
00009 MS POWER COMPANY	4/18 W&SO&M	00201814	17001028	MNTHLY ELEC-W&SO&M	04/30/18	263734	73,455.84-	

MS POWER COMPANY								
Sum							73,455.84-	
00009 MS STATE/DEPT OF HEALTH/	18-120429 WT	00178990	17001019	BOILER INSPECT FILTER PLANT	04/30/18	263735	90.00-	

MS STATE/DEPT OF HEALTH/								
Sum							90.00-	
00009 NEWELL PAPER COMPANY	4025459	00178621	17000981	JANIT SUPP WTR PLANT	04/30/18	263744	539.67-	

NEWELL PAPER COMPANY								
Sum							539.67-	
00009 NORTH LAMAR WATER ASSN	SEWER BILLIN	00178844	17000990	SEWER BILLING 4/18	04/30/18	263746	136.00-	

NORTH LAMAR WATER ASSN								
Sum							136.00-	
00009 PEARL RIVER VALLEY EPA (	4/18 W&SO&M	00201814	17001013	MNTHLY 4/18 PUBLIC SERVICES	04/30/18	263753	374.02-	

PEARL RIVER VALLEY EPA (								
Sum							374.02-	

00009 PHILLIPS CAR CARE CENTER 01701	00177694 17000972 REPRS U#15646 PLANT	04/30/18	263754	299.00-
00009 PHILLIPS CAR CARE CENTER 01707	00178200 17000976 REPRS U#13510 TRANS	04/30/18	263754	785.00-

PHILLIPS CAR CARE CENTER				
Sum				1,084.00-
00009 SCOGGINS PUMP REPAIR 10967	00178142 17001008 REPR PUMP#2 TURTLE CRK STA	04/30/18	263771	5,768.00-
00009 SCOGGINS PUMP REPAIR 10968	00178144 17001009 REPR PUMP#1 TURTLE CRK STA	04/30/18	263771	5,768.00-
00009 SCOGGINS PUMP REPAIR 10988	00178887 17001046 PUMP MOTOR REPR WES-PAK #2	04/30/18	263771	3,949.72-

SCOGGINS PUMP REPAIR				
Sum				15,485.72-
00009 SOUTHERN PINE ELECTRIC P 4/18 W&SO&M	00201811 17001014 MNTHLY 4/18 PUBLIC SERVICES	04/30/18	263786	1,922.71-

SOUTHERN PINE ELECTRIC P				
Sum				1,922.71-
00009 SOUTHERN TIRE MART LLC 9030285	00178370 17000993 TIRES U#18706 WTR BILLING	04/30/18	263788	355.28-

SOUTHERN TIRE MART LLC				
Sum				355.28-
00009 SPIRE ENERGY 4/18 W&SO&M	00201814 17001015 MNTHLY GAS-W&SO&M	04/30/18	263794	386.50-

SPIRE ENERGY				
Sum				386.50-
00009 THE SPECTRUM GROUP INC 8035	00172151 17001017 ELEC REPR PTS NORTH LAGOON	04/30/18	263808	1,632.44-

THE SPECTRUM GROUP INC				
Sum				1,632.44-
00009 U S POSTMASTER-POSTAGE (POSTAGE PERM	00178857 17000991 POSTAGE PERMIT #213 4/18	04/30/18	263817	10,000.00-

U S POSTMASTER-POSTAGE (				
Sum				10,000.00-
00009 USA BLUEBOOK 540078	00178597 17000996 PIPE/CABLE LOCATOR TRANS DEPT	04/30/18	263821	819.85-

USA BLUEBOOK				
Sum				819.85-
00009 UWOOD CO INC 13426	00175672 17000977 GOOSENECK TRAILER SEWER DEPT	04/30/18	263823	10,210.00-

UWOOD CO INC				
Sum				10,210.00-
00009 WARREN PAVING INC 7303	00176352 17001039 HOT ASPHALT MIX TRANS DEPT	04/30/18	263830	762.56-
00009 WARREN PAVING INC 7302	00176352 17001040 HOT ASPHALT MIX TRANS DEPT	04/30/18	263830	661.52-
00009 WARREN PAVING INC 7304	00176352 17001041 HOT ASPHALT MIX TRANS DEPT	04/30/18	263830	1,074.33-
00009 WARREN PAVING INC 7305	00176352 17001042 HOT ASPHALT MIX TRANS DEPT	04/30/18	263830	467.34-

WARREN PAVING INC				
Sum				2,965.75-
00009 WATKINS & EAGAR 385929	00178881 17001010 LEGAL FEES 3/18	04/30/18	263834	1,667.25-

WATKINS & EAGAR				
Sum				1,667.25-

Sum				408,938.54-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

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PERIOD ENDING APRIL 30, 2018

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER FUND							
00011 ADAMS, KATHLEEN	METER DEP RF	02018498	17000524	METER DEP RFD	04/30/18	263561	75.00-

ADAMS, KATHLEEN							
Sum							75.00-
00011 BEST REALTY 355	METER DEP RF	02018498	17000528	METER DEP RFD	04/30/18	263586	24.40-

BEST REALTY 355							
Sum							24.40-
00011 BLACKSHEEPS CAFE AND SPE	METER DEP RF	02018498	17000531	METER DEP RFD	04/30/18	263589	65.22-

BLACKSHEEPS CAFE AND SPE							
Sum							65.22-
00011 BOARDWALK @ DEWBERRY LAN	METER DEP RF	02018498	17000522	METER DEP RFD	04/30/18	263590	364.00-
00011 BOARDWALK @ DEWBERRY LAN	METER DEP RF	02018498	17000523	METER DEP RFD	04/30/18	263591	400.00-

BOARDWALK @ DEWBERRY LAN							
Sum							764.00-
00011 ERICKSON, THERESA	WTR OVRPMT R	02018497	17000520	WTR OVRPMT RFD	04/30/18	263646	53.60-
00011 ERICKSON, THERESA	METER DEP RF	02018498	17000521	METER DEP RFD	04/30/18	263646	40.00-

ERICKSON, THERESA							
Sum							93.60-
00011 FARRIS WALTER WAYNE 3300	METER DEP RF	02018498	17000537	METER DEP RFD	04/30/18	263647	24.40-

FARRIS WALTER WAYNE 3300							
Sum							24.40-
00011 FIELDS THOMAS J 653 W 4	METER DEP RF	02018498	17000534	METER DEP RFD	04/30/18	263653	24.40-

FIELDS THOMAS J 653 W 4							
Sum							24.40-
00011 FOUNTAIN, CHIMENE N	METER DEP RF	02018498	17000527	METER DEP RFD	04/30/18	263658	75.00-
00011 FOUNTAIN, CHIMENE N	WTR OVRPMT R	02018497	17000540	WTR OVRPMT RFD	04/30/18	263658	278.80-

FOUNTAIN, CHIMENE N							
Sum							353.80-
00011 GANAN,JEFFERY	METER DEP RF	02018498	17000530	METER DEP RFD	04/30/18	263662	24.40-

GANAN,JEFFERY							
Sum							24.40-
00011 GEIGER BUILDING SUITE 10	METER DEP RF	02018498	17000529	METER DEP RFD	04/30/18	263664	75.00-

GEIGER BUILDING SUITE 10							
Sum							75.00-
00011 GEIGER BUILDING 100	METER DEP RF	02018498	17000525	METER DEP RFD	04/30/18	263665	75.00-

GEIGER BUILDING 100					
Sum					75.00-
00011 GIPSON, STEVE	METER DEP RF 02018498 17000526	METER DEP RFD	04/30/18	263670	24.40-

GIPSON, STEVE					
Sum					24.40-
00011 HOGGE, BRIANNA	METER DEP RF 02018498 17000533	METER DEP RFD	04/30/18	263687	7.80-

HOGGE, BRIANNA					
Sum					7.80-
00011 LEGGETT, KELSEY	METER DEP RF 02018498 17000532	METER DEP RFD	04/30/18	263714	7.80-

LEGGETT, KELSEY					
Sum					7.80-
00011 LUGO, ALESHA	METER DEP RF 02018498 17000539	METER DEP RFD	04/30/18	263715	24.40-

LUGO, ALESHA					
Sum					24.40-
00011 SOUTHGATE REALTY LLC 30	METER DEP RF 02018498 17000535	METER DEP RFD	04/30/18	263790	24.40-

SOUTHGATE REALTY LLC 30					
Sum					24.40-
00011 STONE, RITA REBECCA211	METER DEP RF 02018498 17000538	METER DEP RFD	04/30/18	263800	31.90-

STONE, RITA REBECCA211					
Sum					31.90-
00011 SVN SOUTHGATE REALTY 16	METER DEP RF 02018498 17000536	METER DEP RFD	04/30/18	263802	75.00-

SVN SOUTHGATE REALTY 16					
Sum					75.00-

Sum					1,794.92-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date

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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
POLICE FORFEITURES FUND							
00019 SIRCHIE FINGER PRINT LAB	0345435-IN	00178836	17000040	HEPA FILTERS FOR DRYSAFE	04/30/18	263776	281.01-
SIRCHIE FINGER PRINT LAB							
Sum							281.01-
00019 TOSHIBA BUSINESS SOLUTIO	14429491	00178782	17000039	COPIER 4/18 COMM RELATIONS	04/30/18	263813	343.92-
TOSHIBA BUSINESS SOLUTIO							
Sum							343.92-
Sum							624.93-

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Vendor

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Number

Purchase Order

Claims
Number

Claims	Item
Number	Description

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Amount

TAX COLLECTOR'S FUND

00027 H'BURG PUBLIC SCHOOLS

4/18 MILLAGE 02018511 17000074 4/18 MILLAGE

04/24/18

311841

436,342.42-

00027 H'BURG PUBLIC SCHOOLS

4/18 MILLAGE 02018511 17000075 4/18 MILLAGE

04/24/18

311842

57,140.34-

H'BURG PUBLIC SCHOOLS

Sum

493,482.76-

Sum

493,482.76-

PERIOD ENDING APRIL 30, 2018

Date - 04/26/18

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
------	-------------

Check
Date

Check
No.

Check
Amount

AIRPORT IMPROVEMENT FUND
00039 ARE CONSULTANTS INC

180306D

00178947

17000030

SRV 4/7-21 AIRPT TAXIWAY EXTN

04/30/18

263570

9,666.94-

ARE CONSULTANTS INC
Sum

9,666.94-

Sum

9,666.94-

- 04/26/18

Sum

Date - 04/26/18

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MASS TRANSIT FUND							
00073 ADVANCED JANITORIAL SERV	1012456	MASS 00179058	17000283	SERVS 4/18 MASS TRANSIT BLDG	04/30/18	263562	345.00-
ADVANCED JANITORIAL SERV							
Sum							345.00-
00073 AT&T MOBILITY	287273578351	00178828	17000261	WIRELESS SRV 3/18 MASS TRANS	04/30/18	263577	117.94-
00073 AT&T MOBILITY	287273861504	00178893	17000263	GPS TRACKING 3/18 M TRANSIT	04/30/18	263577	230.60-
AT&T MOBILITY							
Sum							348.54-
00073 CINTAS CORPORATION #J66	J66578580	00179070	17000284	UNIFORMS 4/04 MECH/DRIVERS	04/30/18	263617	89.66-
00073 CINTAS CORPORATION #J66	J66579829	00179070	17000285	UNIFORMS 4/11 MECH/DRIVERS	04/30/18	263617	89.66-
00073 CINTAS CORPORATION #J66	J66581085	00179070	17000286	UNIFORMS 4/18 MECH/DRIVERS	04/30/18	263617	89.66-
00073 CINTAS CORPORATION #J66	J66582333	00179070	17000287	UNIFORMS 4/25 MECH/DRIVERS	04/30/18	263617	89.66-
CINTAS CORPORATION #J66							
Sum							358.64-
00073 CITY OF HATTIESBURG FUND TRF 2ND 4/18	02018517	17000280	TRF 2ND 4/18 PAYROLL	04/24/18	112661		27,478.45-
CITY OF HATTIESBURG FUND							
Sum							27,478.45-
00073 EATON, ALVIN K (PETTY CA PETTY CASH 3	00178774	17000260	PETTY CASH 3/18 MASS TRANSIT	04/30/18	263635		18.99-
EATON, ALVIN K (PETTY CA							
Sum							18.99-
00073 EMPIRE TRUCK SALES (H'BU RE006027668:	00178943	17000276	REPR RELAYS U#16234 BUS	04/30/18	263644		722.92-
EMPIRE TRUCK SALES (H'BU							
Sum							722.92-
00073 GILLIG LLC	40421008	00176522	17000264	REPR PTS U#16235 BUS	04/30/18	263667	106.86-
00073 GILLIG LLC	40447677	00178739	17000265	REPR PTS U#16235 BUS	04/30/18	263667	76.68-
00073 GILLIG LLC	40414338	00176057	17000268	REPRS U#16234/17899	04/30/18	263667	1,676.19-
00073 GILLIG LLC	40427368	00176057	17000269	WHEELS	04/30/18	263667	255.38-
00073 GILLIG LLC	5041277	00176057	17000271	CREDIT INV#40359919	04/30/18	263667	1,786.27
00073 GILLIG LLC	40410602	00175882	17000273	REPR PTS U#16235 BUS	04/30/18	263667	879.73-
GILLIG LLC							
Sum							1,208.57-
00073 GILLILANDS ELECTRONICS S 66393		00178848	17000262	PHONE LINE REPAIR STORM	04/30/18	263669	75.00-
GILLILANDS ELECTRONICS S							
Sum							75.00-
00073 HAVARD PEST CONTROL INC 1271699		02018506	17000282	QTRLY SRV 4/18 MASS TRANS	04/30/18	263683	48.00-
HAVARD PEST CONTROL INC							
Sum							48.00-

00073 JOHNNY'S WRECKER SERVICE 35978	00178946 17000272 TOWING U#19535 BUS	04/30/18	263703	250.00-

JOHNNY'S WRECKER SERVICE				
Sum				250.00-
00073 LUMINATOR BUS REPAIR GRO 523031	00177411 17000277 REPRS U#20584 BUS	04/30/18	263716	639.00-

LUMINATOR BUS REPAIR GRO				
Sum				639.00-
00073 MS POWER COMPANY	4/18 MASS TR 00201814 17000281 MNTHLY ELEC-MASS TRANSIT	04/30/18	263734	646.99-

MS POWER COMPANY				
Sum				646.99-
00073 OFFICE DEPOT INC	111680818001 00177523 17000274 OFFICE SUPP	04/30/18	263747	10.28-

OFFICE DEPOT INC				
Sum				10.28-
00073 PATTERSON AUTO ELECTRIC 30031	00178944 17000278 REPRS U#19535 BUS	04/30/18	263752	710.50-

PATTERSON AUTO ELECTRIC				
Sum				710.50-
00073 PINE BELT CDJR, INC (MCM 382703-B1CNT	00178347 17000266 OIL CHG/ROTATE TIRES U#20462	04/30/18	263755	32.99-
00073 PINE BELT CDJR, INC (MCM 382703-B1CNT	00178430 17000267 BRAKE SENSOR REPR U#20462	04/30/18	263755	212.40-

PINE BELT CDJR, INC (MCM				
Sum				245.39-
00073 REI, INC	429722 00178591 17000259 HARD DRIVE U#20586	04/30/18	263766	538.80-

REI, INC				
Sum				538.80-
00073 SPORTWORKS NORTHWEST INC 123111	00178586 17000275 BIKE RACK PARTS U#16759	04/30/18	263795	376.00-

SPORTWORKS NORTHWEST INC				
Sum				376.00-
00073 THERMO KING OF JACKSON I 4133296	00178940 17000279 WIRING REPR U#16761 BUS	04/30/18	263809	305.25-

THERMO KING OF JACKSON I				
Sum				305.25-
00073 VERIZON WIRELESS	9805067601 00178932 17000270 GPS PARATRANSIT 4/11-5/10/18	04/30/18	263826	142.55-

VERIZON WIRELESS				
Sum				142.55-

Sum				34,468.87-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 04/26/18

PERIOD ENDING APRIL 30, 2018

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND							
00077 AMERICAN RED CROSS (REFU	CULTURAL CEN	02018514	17000300	DAMAGE DEPOSIT REFUND	04/30/18	263568	150.00-
AMERICAN RED CROSS (REFU							
Sum							150.00-
00077 AT&T MOBILITY	287273578351	00178828	17000287	WIRELESS SRV 3/18 COMM CNTRS	04/30/18	263577	60.47-
AT&T MOBILITY							
Sum							60.47-
00077 CANOPY CHILDRENS SOLUTIO	SHERRILL CEN	02018514	17000299	DAMAGE DEPOSIT REFUND	04/30/18	263604	100.00-
CANOPY CHILDRENS SOLUTIO							
Sum							100.00-
00077 CITY OF HATTIESBURG FUND	TRF 2ND 4/18	02018517	17000304	TRF 2ND 4/18 PAYROLL	04/24/18	311843	21,595.84-
CITY OF HATTIESBURG FUND							
Sum							21,595.84-
00077 EATON, ALVIN K (PETTY CA	PETTY CASH 3	00178774	17000284	PETTY CASH 3/18 COMM CNTRS	04/30/18	263636	83.85-
EATON, ALVIN K (PETTY CA							
Sum							83.85-
00077 HAVARD PEST CONTROL INC	1271686	02018506	17000306	QTRLY SRV 4/18 CE ROY CNTR	04/30/18	263683	48.00-
00077 HAVARD PEST CONTROL INC	1271679	02018506	17000307	QTRLY SRV 4/18 SHERRILL CN	04/30/18	263683	115.00-
00077 HAVARD PEST CONTROL INC	1271681	02018506	17000308	QTRLY SRV 4/18 SIGLER CNTR	04/30/18	263683	48.00-
00077 HAVARD PEST CONTROL INC	1271682	02018506	17000309	QTRLY SRV 4/18 MCNAIR CNTR	04/30/18	263683	48.00-
00077 HAVARD PEST CONTROL INC	1271685	02018506	17000310	QTRLY SRV 4/18 CULTURAL CN	04/30/18	263683	48.00-
00077 HAVARD PEST CONTROL INC	1275224	02018521	17000311	SENTRICON CE ROY CENTER	04/30/18	263683	335.00-
00077 HAVARD PEST CONTROL INC	1285729	02018521	17000312	SENTRICON SHERRILL CENTER	04/30/18	263683	495.00-
00077 HAVARD PEST CONTROL INC	1275135	02018521	17000313	SENTRICON MCNAIR CENTER	04/30/18	263683	395.00-
HAVARD PEST CONTROL INC							
Sum							1,532.00-
00077 INNOVATIVE SERVICE SOLUT	20180058	00178596	17000315	AED MAINT CULTURAL AFFAIRS	04/30/18	263695	735.00-
INNOVATIVE SERVICE SOLUT							
Sum							735.00-
00077 MCCOY, ANGELA (REFUNDS)	CE ROY CENTE	02018514	17000296	DAMAGE DEPOSIT REFUND	04/30/18	263719	100.00-
MCCOY, ANGELA (REFUNDS)							
Sum							100.00-
00077 MCELHANEY PLUMBING INC	266937	00178714	17000286	TOILET SEATS SIGLER CENTER	04/30/18	263720	89.85-
MCELHANEY PLUMBING INC							
Sum							89.85-
00077 MOONEY, EMILY & JIMMY EV	CULTURAL CEN	02018514	17000297	DAMAGE DEPOSIT REFUND	04/30/18	263724	250.00-

MOONEY, EMILY & JIMMY EV								
Sum								250.00-
00077	MS CENNTER FOR JUSTICE (	SHERRILL CEN	02018514	17000302	DAMAGE DEPOSIT REFUND	04/30/18	263728	100.00-

MS CENNTER FOR JUSTICE (								100.00-
Sum								100.00-
00077	MS POWER COMPANY	4/18	COMM CN	00201814	17000305 MNTHLY ELEC-COMM CENTERS	04/30/18	263734	3,602.45-

MS POWER COMPANY								3,602.45-
Sum								120.00-
00077	MS STATE/DEPT OF HEALTH/	18-120450	CO	00178992	17000303 INSPECTIONS SHERRILL CENTER	04/30/18	263735	120.00-

MS STATE/DEPT OF HEALTH/								120.00-
Sum								100.00-
00077	SHOEMAKE, VICKI (REFUND)	SHERRILL CEN	02018514	17000301	DAMAGE DEPOSIT REFUND	04/30/18	263775	100.00-

SHOEMAKE, VICKI (REFUND)								100.00-
Sum								100.00-
00077	SMALLWEEOD, BETH (REFUND	SHERRILL CEN	02018514	17000298	DAMAGE DEPOSIT REFUND	04/30/18	263777	100.00-

SMALLWEEOD, BETH (REFUND								100.00-
Sum								537.05-
00077	SMITH, JIM SERVICES	87945		00178905	17000290 HEATER REPR CULTURAL CENTER	04/30/18	263778	537.05-
00077	SMITH, JIM SERVICES	87954		00178905	17000291 A/C REPAIR CULTURAL CENTER	04/30/18	263778	1,389.84-
00077	SMITH, JIM SERVICES	88526		00178905	17000292 A/C CHECK MCNAIR CENTER	04/30/18	263778	132.00-
00077	SMITH, JIM SERVICES	88547		00178905	17000293 EEV REPAIR CULTURAL CENTER	04/30/18	263778	653.77-

SMITH, JIM SERVICES								2,712.66-
Sum								160.94-
00077	SOLAR SUPPLY INC	3401332		00178520	17000285 A/C REPR PTS SIGLER CENTER	04/30/18	263779	160.94-
00077	SOLAR SUPPLY INC	3401654		00178830	17000294 A/C FILTERS SIGLER CENTER	04/30/18	263779	102.96-

SOLAR SUPPLY INC								263.90-
Sum								385.00-
00077	SOUTHERN MS PINE STRAW	10971		00178780	17000314 PINE STRAW COMM CENTERS	04/30/18	263784	385.00-

SOUTHERN MS PINE STRAW								385.00-
Sum								95.09-
00077	SPIRE ENERGY	4/18	COMM CN	00201814	17000295 MNTHLY GAS-COMM CENTERS	04/30/18	263794	95.09-

SPIRE ENERGY								95.09-
Sum								32,176.11-

Sum								32,176.11-

PERIOD ENDING APRIL 30, 2018

Date - 04/26/18

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
------	-------------

Check
Date

Check
No.

Check
Amount

SPECIAL SALES TAX-T&A

00107 H'BURG CONVENTION COMMIS FOOD/BEVERAG 02018495 17000013 FOOD/BEVERAGE TAX 3/18

04/19/18

112656

415,472.88-

H'BURG CONVENTION COMMIS

Sum

00107 H'BURG TOURISM COMMISSIO MOTEL SALES 02018494 17000014 MOTEL SALES TAX 3/18

04/19/18

112657

415,472.88-

70,558.70-

H'BURG TOURISM COMMISSION

Sum

70,558.70-

Sum

486,031.58-

Grand Total Level

Sum

4,549,801.22-

City of Hattiesburg, MS

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



Meeting Agenda - Final

Tuesday, May 8, 2018

5:00 PM

Council Chambers

City Council - Amendments to the Agenda

Postpone approval of the April 16 and 17, 2018, minutes until the May 22, 2018, Council meeting.

Remove Policy Agenda Item VI.-1 at the request of the Administration and Council.

And, Add Policy Agenda Item VI.-15 at the request of the Administration as follows:

- VI.-15** [2018-450](#) Approve engagement letter from Mills, Scanlon, Dye & Pittman Attorneys at Law to represent the City in the case of the Pierce Inclusion matter (Joshua Lon Mathias v. City of Hattiesburg) and authorize the firm to file an answer on behalf of the City of Hattiesburg stating that the City has no objection to the Petition.

Attachments: [Pierce Inclusion 2018-05-03 Mills Scanlon Letter of Engagement](#)



City of Hattiesburg, MS

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

Master

File Number: 2018-450

File ID: 2018-450

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Ann Jones

File Created: 05/08/2018

Brief Title: Approve Engagement Letter from Mills, Scanlon, Dye
& Pittman - Pierce Inclusion matter

Final Action: 05/08/2018

Minute Book Number: MB2018-119-120

Title:

Approve engagement letter from Mills, Scanlon, Dye & Pittman Attorneys at Law to represent the City in the case of the Pierce Inclusion matter (Joshua Lon Mathias v. City of Hattiesburg) and authorize the firm to file an answer on behalf of the City of Hattiesburg stating that the City has no objection to the Petition.

Notes:

Agenda Date: 05/08/2018

Indexes:

Agenda Number:

Sponsors:

Enactment Date:

Attachments: Pierce Inclusion 2018-05-03 Mills Scanlon Letter of
Engagement

Enactment Number:

Contact:

Meeting Date: 05/08/2018

Drafter: Ann Jones

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	05/08/2018					
1	City Council	05/08/2018	Approve				Pass

Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member Delgado to Approve engagement letter from Mills, Scanlon, Dye & Pittman Attorneys at Law to represent the City in the case of the Pierce Inclusion matter (Joshua Lon Mathias v. City of Hattiesburg) and authorize the firm to file an answer on behalf of the City of Hattiesburg stating that the City has no objection to the Petition.

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

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

Nays: 0

Yea: 5 Council Member George
 Council Member Delgado
 Council President Carroll
 Council Vice President Dryden
 Council Member Brown

Text of Legislative File 2018-450

Title

Approve engagement letter from Mills, Scanlon, Dye & Pittman Attorneys at Law to represent the City in the case of the Pierce Inclusion matter (Joshua Lon Mathias v. City of Hattiesburg) and authorize the firm to file an answer on behalf of the City of Hattiesburg stating that the City has no objection to the Petition.

Summary

Approve Engagement Letter from Mills, Scanlon, Dye & Pittman - Pierce Inclusion matter

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Mills, Scanlon, Dye & Pittman

Jerry L. Mills
John P. Scanlon
John T. Wakeland

ATTORNEYS AT LAW
800 Avery Boulevard North, Suite 101
Ridgeland, Mississippi 39157

Telephone:
(601) 957-2600
Facsimile:
(601) 957-7440

Brad Dye, Of Counsel
Edwin L. Pittman, Of Counsel

James H. Gabriel (1948-2016)
Carolyn B. Mills (1947-2017)

May 3, 2018

Mayor Toby Barker and
Members of the City Council
City of Hattiesburg
P. O. Box 1898
Hattiesburg, MS 39403-1898

ENGAGEMENT LETTER **for City of Hattiesburg Re: Pierce Inclusion Matter**

Dear Mayor Barker and Council Members:

I want to take this opportunity to thank you personally for considering my firm and me to represent the City of Hattiesburg. This agreement is subject to your approval and signature.

The Client will be:

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

The Payor will be the City of Hattiesburg and the point of contact for our firm will be Mayor Toby Barker, or your designee, who will authorize both the legal work for, and all payments to, our firm.

The scope of work includes all matters related to, up to and including any possible civil suit to be filed in the future related to the Pierce Inclusion, the legal work for which will be as instructed and authorized by you, Mayor Barker, or your designee. We have conducted a check for any potential conflicts of interest, and we have found that our office has no conflicts with any of the known parties to this matter. Please accept this engagement letter as our attorney-client agreement.

The fee arrangement will be based on the hourly rate of two-hundred fifty dollars (\$250.00) per hour for attorney's fees. Our firm will bill on a monthly basis for any fees and expenses due. Expenses include photocopying, postage, long distance charges, courier services,

Mayor Toby Barker and
Members of the City Council
City of Hattiesburg
May 3, 2018
Page 2

computer on-line services, court costs, mileage, travel, etc. Payment is due within forty-five (45) days of receipt of our invoice. Failure to make timely payments may, upon notice, result in the firm's withdrawal as your counsel in this matter.

At the conclusion of this matter, we will retain your legal files for a period of 7 years after we close our file. At the expiration of the 7-year period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

Again, thank you for this opportunity to be of service. Please sign and return a copy of this letter. If you have any questions, please call me at 601-957-2600.

With best regards, I remain,

Sincerely,

Mills, Scanlon, Dye & Pittman

A handwritten signature in blue ink, appearing to read "Jerry L. Mills", is written over a faint, illegible printed name.

Jerry L. Mills

JLM/mmh