

City of Hattiesburg, MS

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



Meeting Agenda - Final

Tuesday, October 17, 2017

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 September 5, 7, 14, 18 and 19, 2017, meetings of the City Council.

V. PRESENTATION AGENDA

VI. POLICY AGENDA

VI.-1 [2017-125](#)

Adopt Resolutions determining the following properties are in such a state of uncleanness so as to be a menace to the health and safety of the community and providing a specified period of time, as recorded on the Resolutions, to remove violations per the recommendations of the Director of Urban Development.

Attachments:[Res- Memo 10-17-2017](#)[1. 535 W. 4TH ST.-RES](#)[3. 124 E. 7TH ST.-RES](#)[4. 601 E. 9TH ST.-RES](#)[5. 707 E. 9TH ST.-RES](#)[6. 700 SHORT 9TH ST.-RES](#)[7. 315 N. 20TH AVE.-RES](#)[8. 702 S. 22ND AVE.-RES](#)[9. 305 KLONDYKE ST.-RES](#)[10. 307 KLONDYKE ST.-RES](#)[11. GOLF COURSE RD 2-025P-36-027-RES](#)[12. 809 N. 30TH AVE.-RES](#)[13. 201 CHESTNUT AVE.-RES](#)[14. 210 CHESTNUT AVE.-RES](#)[15. 212 CHESTNUT AVE.-RES](#)[16. 603 E. PINE ST.-RES](#)[17. 2202 A HALF ADELINE ST.-RES](#)[18. 115 HARRELL ST.-RES](#)[19. 1600 E. Hardy St.-RES I](#)[20. 1600 E. Hardy St.-RES II](#)[RES#2017-164, executed & recorded 9. 305 KLONDYKE ST.-RES](#)[RES#2017-165, executed & recorded 10. 307 KLONDYKE ST.-RES](#)[RES#2017-166, executed & recorded 11. GOLF COURSE RD 2-025P-36-027-](#)[RES#2017-167, executed & recorded 12. 809 N. 30TH AVE.-RES](#)[RES#2017-168, executed & recorded 13. 201 CHESTNUT AVE.-RES](#)[RES#2017-169, executed & recorded 14. 210 CHESTNUT AVE.-RES](#)[RES#2017-170, executed & recorded 15. 212 CHESTNUT AVE.-RES](#)[RES#2017-171, executed & recorded 16. 603 E. PINE ST.-RES](#)[RES#2017-172, executed & recorded 17. 2202 A HALF ADELINE ST.-RES](#)[RES#2017-173, executed & recorded 18. 115 HARRELL ST.-RES](#)[RES#2017-174, executed & recorded 19. 1600 E. Hardy St.-RES I](#)[RES#2017-175, executed & recorded 20. 1600 E. Hardy St.-RES II](#)[RES#2017-157, executed & recorded 1. 535 W. 4TH ST.-RES](#)[RES#2017-158, executed & recorded 3. 124 E. 7TH ST.-RES](#)[RES#2017-159, executed recorded 4. 601 E. 9TH ST.-RES](#)[RES#2017-160, executed & recorded 5. 707 E. 9TH ST.-RES](#)[RES#2017-161, executed recorded 6. 700 SHORT 9TH ST.-RES](#)[RES#2017-162, executed & recorded 7. 315 N. 20TH AVE.-RES](#)

[RES#2017-163, executed & recorded 8. 702 S. 22ND AVE.-RES](#)

- VI.-2** [2017-806](#) Adopt a Resolution establishing petty cash funds effective October 1, 2017 and approve issuance of of a manul check to each custodian as of October 1, 2017.

Attachments: [Petty Cash Resolution](#)

[RES#2017-176, executed Petty Cash Resolution](#)

- VI.-3** [2017-762](#) TAKE FROM THE TABLE AND APPROVE or DENY the petition filed by Don Brewster, Owner, for the removal of a grouping of trees at 503 S. 22nd Ave. (PPIN 26916, Ward 4); Hattiesburg Historic Conservation Commission voted to APPROVE on August 9, 2017, provided that only two of the requested trees are removed.

Attachments: [Appeal request Brewster 503 S 22nd Ave](#)

[Public Notice - Public Hearing - Brewster 503 S 22nd Ave](#)

[HHCC Packet](#)

[HHCC August minutes DRAFT](#)

[Letter, City Arborist, Trees and Risk Guidelines](#)

Legislative History

10/3/17

City Council

Approve

- VI.-4** [2017-799](#) APPROVE or DENY a petition filed by Daniel Jussely, Applicant, on behalf of Rob O. Tatum, Owner, to request a variance from Article 5, Section 5.3.N. Projecting Signs (A) which states the overall area allocation is 1 square foot per 1 foot of building width, which permits 71.5 square feet of sign area, and instead allow 162.5 square feet of sign area for a variance of 91 square feet of sign area; from Article 5, Section 5.3.N. Projecting Signs (B), which states the maximum sign height for a projecting sign on a building over 3 stories is 12 feet in height and instead allow 28.25 feet in height, for a variance of 16.25 feet in height; and from Article 5, Section 5.3.N. Projecting Signs (D) which states the maximum width of a projecting sign is 4 feet in width and instead allow 5.75 feet in width for a variance of 1.75 feet in width for a certain property located at 103 S. 30th Avenue (Indigo Hotel) (Parcel 028N-07-078.00, PPIN 20837; Parcel 028N-07-076.00, PPIN 20839, Ward 3). The Board of Adjustments recommended to APPROVE on October 4, 2017.

Attachments: [Oct HPC BOA Minutes](#)

[BOA OCT 2017 Report and Docs](#)

[Sign rendering - Applicant submitted](#)

- VI.-5** [2017-807](#) Approve or deny manpower adjustments for Urban Development Department in accordance with Ordinance Number 3154.
- Attachments:** [Copy of Council Wage Change Request-Urban Development Position 299-6 Split](#)
 [Copy of Council Wage Change Request-Code Enforcement Clerk](#)
- VI.-6** [2017-808](#) Approve or Deny to create a second Assistant Police Chief position in the amount of \$75,340.00.
- Attachments:** [Copy of Council Wage Change Request-Assistant Police Chief Position](#)
- VI.-7** [2017-796](#) Authorize Mayor to execute multiple copies of contract with Precision Construction, LLC for the Pathway Improvements from Train Depot to Chain Park project (Project No. STP-8771-00(002) LPA/106943-701000) awarded pending MDOT concurrence at MB 2017-113; plans and specifications approved at MB 2016-291.
- Attachments:** [Concurrence in Award Letter - City of Hattiesburg 106943](#)
 [Contract and Payment Bond Only](#)
 [106943-701000 Final Specs](#)
 [executed letter & Contract and Payment Bond Only](#)
- VI.-8** [2017-805](#) Acknowledge receipt of appraised values for land parcels required for Temporary and Permanent Easements for the Forrest General - U. S. Highway 49 Project as detailed in attached Exhibit "F" and approve as fair market value and just compensation; Authorize attorney Hugh Keating of Dukes, Dukes, Keating and Faneca, P. A. to make offers to owners and to execute Establishment of Just Compensation Offers on behalf of the City of Hattiesburg; Authorize issuance of manual checks upon acceptance of offers.
- Attachments:** [Chart of Estimated Just Compensation](#)
 [Establishment of Just Compensation Offer Forms](#)
- VI.-9** [2017-802](#) Acknowledge receipt of and accept Mississippi Department of Transportation (MDOT) Grant offer dated September 27, 2017 for the Bobby L. Chain Municipal Airport Improvement Project (AIP Project No. 3-28-0031-024-2017) in the amount of \$56,492.00; Authorize Mayor to execute Offer Acceptance in triplicate.
- Attachments:** [MDOT Matching Grant Offer Cover Letter](#)
 [MDOT Matching Grant Offer](#)
- VI.-10** [2017-803](#) Acknowledge receipt of Permanent Utility Easement from Eric N. Weill for part of County Tax Parcel No. 052A-03-004.045 for the COMSWIP Sewer Phase V project.
- Attachments:** [Signed Perm Easement.Weill.1](#)

- VI.-11 [2017-804](#) Acknowledge receipt of Permanent Utility Easement from Robert and Carolyn Johnson for part of Lot 7 of Block 'A' of Richburg Heights Subdivision (County Tax Parcel No. 052A-03-004.045) for the COMSWIP Sewer Phase V project.

Attachments: [Signed Perm Easement.Johnson.1](#)

- VI.-12 [2017-783](#) Acknowledge receipt of Notice of Adoption of the Motor Vehicle Assessment Schedule received from the Mississippi Department of Revenue and adopt same for the City of Hattiesburg for the fiscal year beginning October 1, 2017 and ending September 31, 2018; authorize publication of public notice setting a hearing for November 20, 2017 before the council to hear complaints or objections to the adoption of the Motor Vehicle Assessment Schedule.

Attachments: [2017-2018 Motor Vehicle Assessment Schedule](#)
[Notice of Hearing- Motor Vehicle](#)
[executed Notice of Hearing- Motor Vehicle](#)

VII. ROUTINE AGENDA

- VII.-1 [2017-789](#) Authorize the Mayor to execute mutual aid agreement between Camp Shelby Joint Forces Training Center Fire Department and the City of Hattiesburg Fire Department for mutual aid in fire prevention and emergency services.

Attachments: [Mutual Aid Agreement, Camp Shelby, COH Fire Departments](#)
[executed Mutual Aid Agreement, Camp Shelby, COH Fire Departments](#)

- VII.-2 [2017-800](#) Authorize application to the U.S. Department of Transportation - Federal Aviation Administration for a grant for the construction of Taxiway Extension Part 2 of the Bobby L. Chain Municipal Airport; Authorize Mayor to execute multiple originals of preapplication and application.

Attachments: [RevisedTxwyExtPart2Preapp](#)

- VII.-3 [2017-785](#) Authorize Mayor to execute maintenance agreement with Blue Dolphin Pools, Inc for swimming pools and fountain maintenance at various locations owned by the City of Hattiesburg.

Attachments: [Blue Dolphin Maintenance Agreement, 10-17-17](#)
[executed Blue Dolphin Maintenance Agreement, 10-17-17](#)

- VII.-4 [2017-786](#) Acknowledge receipt of bid received on September 28, 2017, for legal advertising for the City of Hattiesburg and accept the bid from The Hattiesburg Post as the best and only bid received.

Attachments: [Bid-The Hattiesburg Post](#)

Attachments: [CLAIMS DOCKET 10-13-17](#)



City of Hattiesburg, MS

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

Master

File Number: 2017-125

File ID: 2017-125

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 10/12/2017

Brief Title: Condemnation Resolution, 10-17-17

Final Action: 10/17/2017

Minute Book Number: MB2017-428

Title: Adopt Resolutions determining the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community and providing a specified period of time, as recorded on the Resolutions, to remove violations per the recommendations of the Director of Urban Development.

Notes:

Agenda Date: 10/17/2017

Indexes:

Agenda Number: VI.-1

Sponsors:

Enactment Date:

Attachments: Res- Memo 10-17-2017, 1. 535 W. 4TH ST.-RES, 3. 124 E. 7TH ST.-RES, 4. 601 E. 9TH ST.-RES, 5. 707 E. 9TH ST.-RES, 6. 700 SHORT 9TH ST.-RES, 7. 315 N. 20TH AVE.-RES, 8. 702 S. 22ND AVE.-RES, 9. 305 KLONDYKE ST.-RES, 10. 307 KLONDYKE ST.-RES, 11. GOLF COURSE RD_2-025P-36-027-RES, 12. 809 N. 30TH AVE.-RES, 13. 201 CHESTNUT AVE.-RES, 14. 210 CHESTNUT AVE.-RES, 15. 212 CHESTNUT AVE.-RES, 16. 603 E. PINE ST.-RES, 17. 2202 A HALF ADELINE ST.-RES, 18. 115 HARRELL ST.-RES, 19. 1600 E. Hardy St.-RES I, 20. 1600 E. Hardy St.-RES II, RES#2017-164, executed & recorded 9. 305 KLONDYKE ST.-RES, RES#2017-165, executed & recorded 10. 307 KLONDYKE ST.-RES, RES#2017-166, executed & recorded 11. GOLF COURSE RD_2-025P-36-027-RES, RES#2017-167, executed & recorded 12. 809 N. 30TH AVE.-RES, RES#2017-168, executed & recorded 13. 201 CHESTNUT AVE.-RES, RES#2017-169, executed & recorded 14. 210 CHESTNUT AVE.-RES, RES#2017-170, executed & recorded 15. 212 CHESTNUT AVE.-RES, RES#2017-171, executed & recorded 16. 603 E. PINE ST.-RES, RES#2017-172, executed & recorded 17. 2202 A HALF ADELINE ST.-RES, RES#2017-173, executed & recorded 18. 115 HARRELL ST.-RES, RES#2017-174, executed & recorded 19. 1600 E. Hardy St.-RES I, RES#2017-175, executed &

Enactment Number:

recorded 20. 1600 E. Hardy St.-RES II,
RES#2017-157, executed & recorded 1. 535 W. 4TH
ST.-RES, RES#2017-158, executed & recorded 3. 124
E. 7TH ST.-RES, RES#2017-159, executed recorded
4. 601 E. 9TH ST.-RES, RES#2017-160, executed &
recorded 5. 707 E. 9TH ST.-RES, RES#2017-161,
executed recorded 6. 700 SHORT 9TH ST.-RES,
RES#2017-162, executed & recorded 7. 315 N. 20TH
AVE.-RES, RES#2017-163, executed & recorded 8.
702 S. 22ND AVE.-RES

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	10/17/2017	Adopt				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Adopt Resolutions determining the following properties are in such a state of uncleanness so as to be a menace to the health and safety of the community and providing a specified period of time, as recorded on the Resolutions, to remove violations per the recommendations of the Director of Urban Development.							
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 2017-125

Title

Adopt Resolutions determining the following properties are in such a state of uncleanness so as to be a menace to the health and safety of the community and providing a specified period of time, as recorded on the Resolutions, to remove violations per the recommendations of the Director of Urban Development.

Summary

Condemnation Resolution, 10-17-17

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

MEMORANDUM

TO: Mayor and City Council

FROM: Andrew Ellard, Director of Urban Development

DATE: October 9, 2017

RE: Adopt Resolution

I recommend the adoption of resolutions determining the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

<u>Address</u>	<u>PPIN #</u>	<u>Ward</u>	<u>Violations</u>
1. 535 W. 4 th St.	14464	2	DS,US,T&L,EL,RW
3. 124 E. 7 th St.	18440	2	DS,US,OGL,ES,T&L
4. 601 E. 9 th St.	15737	2	DS,VS,OGL,T&L,DM
5. 707 E. 9 th St.	15761	2	DS,VS,OGL,T&L,OS,PT,DM
6. 700 Short 9 th St.	15764	2	DS,VS,OGL,T&L,DM
7. 315 N. 20 th Ave.	13325	4	VS,T&L,OGL,PT
8. 702 S. 22 nd Ave.	13104	4	VS,OGL
9. 305 Klondyke St.	21242	2	DS,VS,OGL,T&L,DM
10. 307 Klondyke St.	21240	2	DS,VS,OGL,T&L,DM
11. Golf Course Rd.	2-025P-36-027	1	VS,ES,OGL,DM
12. 809 N. 30 th Ave	26391	1	AS,OGL,VS,T&L
13. 201 Chestnut Ave.	22328	5	DS,VS,OGL,DM
14. 210 Chestnut Ave.	22355	5	DS,VS,OGL,DM
15. 212 Chestnut Ave.	22354	5	DS,VS,OGL,DM
16. 603 E. Pine St.	15595	2	DS,VS,OGL,T&L,US
17. 2202 ½ Adeline St.	26919	4	T&L,OGL
18. 115 Harrell St.	21304	5	DS,VS,OGL,DM
19. 1600 E. Hardy St.	20242	2	DS,OS,OGL,T&L,HT,GL,PT

20. 1600 E. Hardy St.

33661

2

DM
DS,OS,OGL,T&L,HT,GL,PT
VS,DM

Trash & Litter=T&L
Vacant Structure=VS
Dangerous Structure=DS
Overgrown Lot=OGL
Open Storage=OS
Protective Treatment=PT
Accessory Structure=AS
Unsafe Structure=US
Abandoned Vehicle=AV
Interior Structure=IS
Exterior Structure=ES
Electrical=EL
Responsibility (Water)=RW
Hazardous Tree=HT
Glazing=GL
PID=Premise Id
X's2=2 Structures
Structure Built in Right of Way= SBROW
Demo=DM

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case # 1: 535 W. 5th St.

WHEREAS, on the 19th day of September 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of October, 2017 in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 029F-04-192, 535 W. 4TH ST. HATTIESBURG, MS 39401 and better described as Pt 3 Beg 30 ft. N & 313.45 ft. E of SW COR SE1/4 Sec 4 T 4 R 13 W N 281 ft. E 97.5 ft. S 272.5 ft. to 4th St. W 100 ft. to Beg. Blk 171 CRITTENDON SURVEY, of the City of Hattiesburg, as per map or plat thereof which is on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: W.R. & JESSIE DYE; JOHNNY GLEN DYE

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Electrical (International Property Maintenance Code, Sec. 601.2)
Unsafe Structure (International Property Maintenance Code, Sec. 108.1.1)
Responsibility Water (International Property Maintenance Code, Sec. 501.2)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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 17th day of October, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of October, 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case # 3: 124 E. 7th St.

WHEREAS, on the 19th day of September 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of October, 2017 in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029G-03-317, 124 E. 7TH ST. HATTIESBURG, MS 39401 and better described as Lot Three (3) of Block One (1) of the M. A. JONES SURVEY OR ADDITION to the City of Hattiesburg, Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, including any and all improvements and appurtenances thereunto belonging.

LESS AND EXCEPT:

A part of Lot 3 of Block 1 of the M. A. JONES SURVEY OR ADDITION to the said City of Hattiesburg, MS, as per map or plat thereof on file in the office of Chancery Clerk of Forrest County, Mississippi, more particularly described as:

Commencing at the point where the dividing line between Lots 3 and 4 of Block 1 of the M. A. JONES SURVEY intersects the Northerly line of East Seventh Street in the said City of Hattiesburg, Mississippi, and run North along said division line between said Lots 3 and 4 a distance of 150 feet for a point of beginning of the parcel of land hereby conveyed; From said point of beginning, continue North along said division line between Lots 3 and 4 a distance of 80 feet; thence at right angles run in an Easterly direction and parallel to the North Line of East Seventh Street a distance of 70 feet; thence at right angles run in a Southerly direction and parallel to the division line between Lots 3 and 4 a distance of 80 feet; thence at right angles and parallel with the Northerly line of East Seventh Street run in a Westerly direction 70 feet to the point of beginning.

WHEREAS, the owner of the property is: LEODA & DELMA RAY CAMERON L/E

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Exterior Structure (International Property Maintenance Code, Sec. 304.1)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Unsafe Structure (International Property Maintenance Code, Sec. 108.1.1)
Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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 17th day of October, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of October, 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
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City Clerk's Office
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Hattiesburg, Mississippi 39403-1898

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case # 4: 601 E. 9th St.

WHEREAS, on the 19th day of September 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of October, 2017 in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL 2-029H-03-059, 601 E. 9TH. HATTIESBURG, MS 39401 and better described as A part of Block 40 of the Hardy and Scott Survey or Addition to the City of Hattiesburg, particularly described as beginning at the Northwest corner of said Block 40 and run East 180 feet, thence South 75 feet, thence West 180 feet to Bouie Street, thence North 75 feet to Point of Beginning; and W 1/2 of vacated alley lying East of said parcel; and the West 35 feet of N 1/2 of Lot 3 and all of the N 1/2 of Lot 4 and E 1/2 of vacated alley lying West of said parcel, in Block 40 of the Hicks Subdivision of the Hardy and Scott Survey or Addition to the City of Hattiesburg, as per Map or Plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: HAROLD L. JACKSON & CAROLYN JACKSON

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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 17th day of October, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of October, 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case # 5: 707 E. 9th St.

WHEREAS, on the 19th day of September 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of October, 2017 in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029H-03-067, 707 E. 9TH ST. HATTIESBURG, MS 39401 and better described as A part of Block 41 of the HARDY & SCOTT SURVEY of the City of Hattiesburg, Forrest County, Mississippi, more particularly described as:

Beginning at the Northwest Corner of 9th Street and River Street, as now constituted, the same being 20 feet West of the original Northwest Corner of said Block 41, run thence East along the South margin of 9th Street a distance of 127 feet to the point of beginning; from said point of beginning run thence East 53 feet, thence run South 87 feet, thence run West 53 feet, thence run North 87 feet to 9th Street to the point of beginning, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: CARRIE HARPER HOWZE

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Open Storage (Land Development Code, Sec. 87)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Protective Treatment (International Property Maintenance Code, Sec. 304.2)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private

contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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 17th day of October, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of October, 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case # 6: 700 Short 9th St.

WHEREAS, on the 19th day of September 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of October, 2017 in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029H-03-081, 700 SHORT 9TH ST. HATTIESBURG, MS 39401 and better described as Park of a Block, beginning 20 feet West and 87 feet South of the Northwest Corner of Block 41, Hardy & Scott Subdivision, City of Hattiesburg, Forrest County, Mississippi; go 41 feet East, thence 84 feet South, thence 41 feet West, thence 84 feet North to the Point of Beginning, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: HATTIESBURG UNIVERSITY FOUNDATION JACKSON

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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 17th day of October, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of October, 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case #7: 315 N. 20th Ave.

WHEREAS, on the 19th day of September 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of October, 2017 in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-028I-08-360, 315 N. 20TH AVE. HATTIESBURG, MS 39401 and better described as Lot 5 of Block 4, of the BOWLING & PACE 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, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: SOUTHERN VENTURE PROPERTY LLC

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Protective Treatment (International Property Maintenance Code, Sec. 304.2)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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 17th day of October, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of October, 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case # 8: 702 S. 22nd Ave.

WHEREAS, on the 19th day of September 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of October, 2017 in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-039B-17-047, 702 S. 22ND AVE. HATTIESBURG, MS 39401 and better described as THE SOUTH 55 FEET OF LOT TWO (2) AND THE NORTH 10 FEET OF LOT THREE (3), BLOCK TWO (2) OF THE AUDUBON SUBDIVISION IN THE CITY OF HATTIESBURG, COUNTY OF FORREST, STATE OF MISSISSIPPI, AS PER THE MAP OR PLAT THEREOF ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF FORREST COUNTY, MISSISSIPPI, TOGETHER WITH ALL IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING

WHEREAS, the owner of the property is: KAREN L. WELLS & JAMES ROBINSON

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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 17th day of October, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of October, 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case # 9: 305 Klondyke St.

WHEREAS, on the 19th day of September 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of October, 2017 in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-030M-11-042, 305 KLONDYKE ST. HATTIESBURG, MS 39401 and better described as Lot Eight (8) in Block Eight (8) of and according to the D.D. MCINNIS SECOND SURVEY or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the office of the Chancery Clerk of Forest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: STATE OF MISSISSIPPI

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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 17th day of October, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of October, 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case # 10: 307 Klondyke St.

WHEREAS, on the 19th day of September 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of October, 2017 in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-030M-11-041, 307 KLONDYKE ST. HATTIESBURG, MS 39401 and better described as Lot 7, Block 8 of the D.D. MCINNIS SECOND SURVEY in the City of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: THOMAS OSBEY

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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 17th day of October, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of October, 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case # 11: Golf Course Rd. 2-025P-36-027

WHEREAS, on the 19th day of September 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of October, 2017 in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: PARCEL: 2-025P-36-027, GOLF COURSE RD. HATTIESBURG, MS 39401 and better described as A part of the SW 1/4 of the SE 1/4 of Section 36, Township 5 North, Range 14 West, Forrest County, Mississippi, and being more particularly described as commencing at the SW corner of said SW 1/4 of SE 1/4 and run East along the South line of said Forty for 772 feet; thence run North for 644 feet to and for the Point of Beginning; thence run West for 84 feet; thence run North for 536 feet to the intersection with the centerline of a drain; thence run Easterly along the centerline of said drain for 320 feet, more or less, to the intersection with the West line of a public road; thence run Southeasterly along the West line of said road for 631 feet, more or less, to a point due East of the Point of Beginning; thence run West for 252.4 feet to the Point of Beginning; and comprising 3.5 acres, more or less; LESS AND EXCEPT 1.5 acres lying North of a public road which runs East and West and South of centerline of drain which runs East and West, said land herein conveyed comprising 2.0 acres, more or less.

WHEREAS, the owner of the property is: LANA FAYE MERTZ CROSS

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Exterior Structure (International Property Maintenance Code, Sec. 304.1)

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)

Vacant Structure (International Property Maintenance Code, Sec. 301.3)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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 17th day of October, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of October, 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case # 12: 809 N. 30th Ave.

WHEREAS, on the 19th day of September 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of October, 2017 in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-028F-06-029, 809 N. 30TH AVE. HATTIESBURG, MS 39401 and better described as COMMENCE AT THE NORTHWEST CORNER OF THE NE 1/4 OF THE SE 1/4 OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 13 WEST, FORREST COUNTY, MISSISSIPPI, AND RUN EAST ALONG THE NORTH LINE OF SAID FORTY FOR 355.6 FEET, THENCE RUN SOUTH FOR 50 FEET TO AND FOR THE POINT OF BEGINNING, THENCE CONTINUE SOUTH ALONG THE EAST LINE OF NORTH 30TH AVENUE FOR 147.4 FEET THENCE RUN EAST FOR 274 FEET MORE OR LESS, TO THE WEST LINE OF NORTH 29TH AVENUE, THENCE RUN NORTH ALONG THE WEST LINE OF NORTH 29TH AVENUE FOR 347, FEET TO THE SOUTH LINE OF HILLSIDE DRIVE, THENCE RUN WEST ALONG THE SOUTH LINE OF HILLSIDE DRIVE FOR 279.9 FEET TO THE POINT OF BEGINNING, SAID DESCRIBED PROPERTY BEING PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 13 WEST, FORREST COUNTY, MISSISSIPPI.

WHEREAS, the owner of the property is: WILLIAM H. BRASWELL

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Accessory Structure (International Property Maintenance Code, Sec. 302.72)

2. If the property owners do not take corrective action within fifteen (15) days to remove the

violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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 17th day of October, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of October, 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case # 13: 201 Chestnut Ave.

WHEREAS, on the 19th day of September 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of October, 2017 in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038H-15-062, 201 CHESTNUT AVE. HATTIESBURG, MS 39401 and better described as All of Lot One (1) in Block Two (2) of the OAK GARDENS RE-SUBDIVISION of Block Fifteen (15) of the BURKETT SUBDIVISION or Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: FLORA B. ALLEN L/E

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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 17th day of October, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of October, 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case # 14: 210 Chestnut Ave.

WHEREAS, on the 19th day of September 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of October, 2017 in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038H-15-075, 210 CHESTNUT AVE. HATTIESBURG, MS 39401 and better described as Lot Eleven (11), Block One (1) of the OAK GARDENS RESUBDIVISION of Block 15 of BURKETT'S SUBDIVISION, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: PERRY L. MILLER

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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 17th day of October, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of October, 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case # 15: 212 Chestnut Ave.

WHEREAS, on the 19th day of September 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of October, 2017 in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038H-15-076, 212 CHESTNUT AVE. HATTIESBURG, MS 39401 and better described as Lot Ten (10), Block One (1) of OAK GARDENS RE-SUBDIVISION of Block Fifteen (15) of BURKETT'S SUBDIVISION in the City of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, in Plat Book 7 at Page 42; together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: ACE PROPTIES C/O 101 ASHFORD CIRCLE LLC

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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 17th day of October, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of October, 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case # 16: 603 E. Pine St.

WHEREAS, on the 19th day of September 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of October, 2017 in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029I-10-060, 603 E. PINE ST. HATTIESBURG, MS 39401 and better described as Lot Eight (8), Block "E" of the WESTERN HEIGHTS SUBDIVISION in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map of plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: TONI EBY & TINA MCMURRIN

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Unsafe Structure (International Property Maintenance Code, Sec. 108.1.1)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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 17th day of October, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of October, 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case # 17: 2202 ½ Adeline St.

WHEREAS, on the 19th day of September 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of October, 2017 in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-039B-17-028, 2202 1/2 ADELINE ST. HATTIESBURG, MS 39401 and better described as A part and portion of the NW 1/4 of Section 17; T 4 N; R 13 W; in Forrest County, Miss., and described as:

Commencing at the Northeast corner of the NE ¼ of the NW ¼ of said Section 17, at the intersection of the centerlines of South 21st Avenue and Adeline Street and run thence South for a distance of 25.0 feet; thence, at an angle of 89° 18' right, run South 89° 18' West over and across the West half of South 21st Avenue and along the South margin line of Adeline Street for a distance of 565.0 feet; thence, run South for a distance of 150.0 feet, to and for the Point of Beginning. As per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: CHARLES W. HOLT & CONNIE S. HOLT

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the

City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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 17th day of October, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of October, 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case # 18: 115 Harrell St.

WHEREAS, on the 19th day of September 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of October, 2017 in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038C-16-238, 115 HARRELL ST. HATTIESBURG, MS 39401 and better described as the Northeasterly one-half (1/2) of Lots 8, 9, and 10, in Block Two (2), according to the D. D. McInnis Third Survey or Addition to the City of Hattiesburg, Mississippi, as per map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, said parcel of land having a frontage of 150 feet on that certain alley commonly referred to as Harold or Harrell Street in the City of Hattiesburg, Mississippi, and extending Southwesterly between parallel lines a uniform depth of 109 feet, more or less to a line running Northwesterly and Southeasterly direction through the center of Lots 8, 9, and 10, Block Two (2) of said Survey, and being located in and forming part of the Northeast Quarter (NE 1/4) of Section 16, Township 4 North, Range 13 West, in Forrest County, Mississippi, the same being a leasehold estate for a term of 99 years from April 13, 1953, and recorded in Book 130, at page 579 of the Land Deed Records in the Office of the Chancery Clerk of Forrest County, Mississippi, LESS AND RESERVED from this conveyance is the following described piece of land as follows:

A part of Lot Ten (10), in Block Two (2) of the D. D. McInnis Third Survey and more particularly described as follows: Beginning 109.5 feet Northeasterly direction From the most Southern corner of Lot Ten (10), in Block Two (2) of the D. D. McInnis Third Survey in Hattiesburg, Forrest County, Mississippi, thence run Northwesterly 24 feet, more or less to the Southeasterly side of a drainage ditch, thence run Northeasterly along the Southeasterly side of said drainage ditch to a point where it intersects with Southeasterly side of Lot Ten (10), of above stated Block 2, and said Survey, thence run Southwesterly along Southeasterly side of said Lot Ten (10) to the point of beginning, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: RUTH GRIFFIN LUCKETT

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg,

Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)

Vacant Structure (International Property Maintenance Code, Sec. 301.3)

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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 17th day of October, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of October, 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case # 19: 1600 E. Hardy St.

WHEREAS, on the 19th day of September 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of October, 2017 in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit

PARCEL: 2-030L-11-230 (PPIN# 20242), 1600 E. HARDY ST. HATTIESBURG, MS 39401, or better described as, Lots 11 and 12 Block 8 of the MAGRUDER & COMPANY ADDITION, in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: MERRITT INC

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Exterior Structure (International Property Maintenance Code, Sec. 304.1)

Interior Structure (International Property Maintenance Code, Sec. 305)

Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)

Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)

Open Storage (Land Development Code, Sec. 87)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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 17th day of October, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of October, 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case # 20: 1600 E. Hardy St.

WHEREAS, on the 19th day of September 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of October, 2017 in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit

PARCEL: 2-030L-11-229 (PPIN# 33661), 1600 E. HARDY ST. HATTIESBURG, MS 39401, or better described as, Lots 13, 14, 15 and 16 Block 8 of the MAGRUDER & COMPANY ADDITION, in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: KEVIN BRELAND

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Exterior Structure (International Property Maintenance Code, Sec. 304.1)

Interior Structure (International Property Maintenance Code, Sec. 305)

Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)

Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)

Open Storage (Land Development Code, Sec. 87)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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 17th day of October, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of October, 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



DEED

Bk:1267 Page:128-129

RCD: 11/28/2017 @ 3:09:24 PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case # 9: 305 Klondyke St.

WHEREAS, on the 19th day of September 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of October, 2017 in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-030M-11-042, 305 KLONDYKE ST. HATTIESBURG, MS 39401 and better described as Lot Eight (8) in Block Eight (8) of and according to the D.D. MCINNIS SECOND SURVEY or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the office of the Chancery Clerk of Forest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: STATE OF MISSISSIPPI

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS:	NAYS:	ABSENT:
George	None	
Delgado		
Carroll		
Dryden		
Brown		

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 17th day of October, 2017.

(SEAL)

ATTEST:


Diana K. Buredo
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of October, 2017.

ATTEST:

[Signature]
CITY CLERK

APPROVED:

[Signature]
MAYOR



DEED

Bk:1267 Page:130-131

RCD: 11/28/2017 @ 3:09:55:PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case # 10: 307 Klondyke St.

WHEREAS, on the 19th day of September 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of October, 2017 in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-030M-11-041, 307 KLONDYKE ST. HATTIESBURG, MS 39401 and better described as Lot 7, Block 8 of the D.D. MCINNIS SECOND SURVEY in the City of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: THOMAS OSBEY

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS:

George
Delgado
Carroll
Dryden
Brown

NAYS:

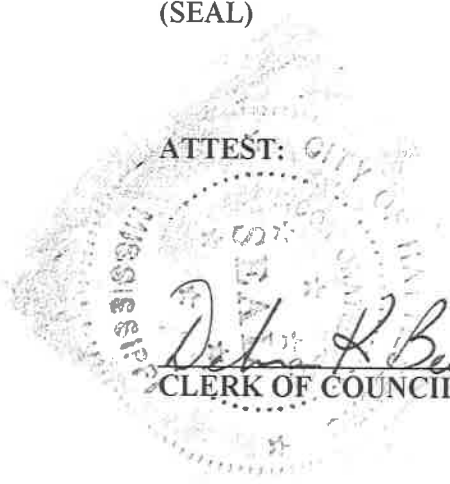
None

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 17th day of October, 2017.

(SEAL)

ATTEST:


Debra H. Burrows
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of October, 2017.

ATTEST:

[Signature]
CITY CLERK

APPROVED:

[Signature]
MAYOR



DEED

Bk:1267 Page:94-95

RCD: 11/28/2017 @ 2:30:46:PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case # 11: Golf Course Rd. 2-025P-36-027

WHEREAS, on the 19th day of September 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of October, 2017 in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: PARCEL: 2-025P-36-027, GOLF COURSE RD. HATTIESBURG, MS 39401 and better described as A part of the SW 1/4 of the SE 1/4 of Section 36, Township 5 North, Range 14 West, Forrester County, Mississippi, and being more particularly described as commencing at the SW corner of said SW 1/4 of SE 1/4 and run East along the South line of said Forty for 772 feet; thence run North for 644 feet to and for the Point of Beginning; thence run West for 84 feet; thence run North for 536 feet to the intersection with the centerline of a drain; thence run Easterly along the centerline of said drain for 320 feet, more or less, to the intersection with the West line of a public road; thence run Southeasterly along the West line of said road for 631 feet, more or less, to a point due East of the Point of Beginning; thence run West for 252.4 feet to the Point of Beginning; and comprising 3.5 acres, more or less; LESS AND EXCEPT 1.5 acres lying North of a public road which runs East and West and South of centerline of drain which runs East and West, said land herein conveyed comprising 2.0 acres, more or less.

WHEREAS, the owner of the property is: LANA FAYE MERTZ CROSS

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Exterior Structure (International Property Maintenance Code, Sec. 304.1)

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)

Vacant Structure (International Property Maintenance Code, Sec. 301.3)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member Dryden 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 17th day of October, 2017.

(SEAL)

ATTEST:

ADOPTED:



Diana H. Bernard
CLERK OF COUNCIL

[Signature]
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of October, 2017.

ATTEST:

APPROVED:

[Signature]
CITY CLERK

[Signature]
MAYOR



DEED

Bk:1267 Page:96-97
RCD: 11/28/2017 @ 2:31:42:PM
FORREST COUNTY, MS
JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case # 12: 809 N. 30th Ave.

WHEREAS, on the 19th day of September 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of October, 2017 in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-028F-06-029, 809 N. 30TH AVE. HATTIESBURG, MS 39401 and better described as COMMENCE AT THE NORTHWEST CORNER OF THE NE 1/4 OF THE SE 1/4 OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 13 WEST, FORREST COUNTY, MISSISSIPPI, AND RUN EAST ALONG THE NORTH LINE OF SAID FORTY FOR 355.6 FEET, THENCE RUN SOUTH FOR 50 FEET TO AND FOR THE POINT OF BEGINNING, THENCE CONTINUE SOUTH ALONG THE EAST LINE OF NORTH 30TH AVENUE FOR 147.4 FEET THENCE RUN EAST FOR 274 FEET MORE OR LESS, TO THE WEST LINE OF NORTH 29TH AVENUE, THENCE RUN NORTH ALONG THE WEST LINE OF NORTH 29TH AVENUE FOR 347, FEET TO THE SOUTH LINE OF HILLSIDE DRIVE, THENCE RUN WEST ALONG THE SOUTH LINE OF HILLSIDE DRIVE FOR 279.9 FEET TO THE POINT OF BEGINNING, SAID DESCRIBED PROPERTY BEING PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 13 WEST, FORREST COUNTY, MISSISSIPPI.

WHEREAS, the owner of the property is: WILLIAM H. BRASWELL

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Accessory Structure (International Property Maintenance Code, Sec. 302.72)

2. If the property owners do not take corrective action within fifteen (15) days to remove the

violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member Dryden 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 17th day of October, 2017.

(SEAL)

ATTEST:

ADOPTED:



Diana H. Barado
CLERK OF COUNCIL

[Signature]
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of October, 2017.

ATTEST:

APPROVED:

[Signature]
CITY CLERK

[Signature]
MAYOR



DEED

Bk:1267 Page:104-105

RCD: 11/28/2017 @ 2:56:31PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case # 13: 201 Chestnut Ave.

WHEREAS, on the 19th day of September 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of October, 2017 in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038H-15-062, 201 CHESTNUT AVE. HATTIESBURG, MS 39401 and better described as All of Lot One (1) in Block Two (2) of the OAK GARDENS RE-SUBDIVISION of Block Fifteen (15) of the BURKETT SUBDIVISION or Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: FLORA B. ALLEN L/E

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member Dryden 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 17th day of October, 2017.

(SEAL)

ATTEST:



CLERK OF COUNCIL

ADOPTED:

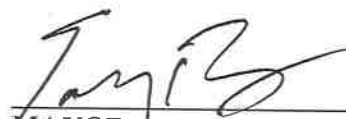

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of October, 2017.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



DEED

Bk:1267 Page:106-107

RCD: 11/28/2017 @ 2:57:21PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case # 14: 210 Chestnut Ave.

WHEREAS, on the 19th day of September 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of October, 2017 in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038H-15-075, 210 CHESTNUT AVE. HATTIESBURG, MS 39401 and better described as Lot Eleven (11), Block One (1) of the OAK GARDENS RESUBDIVISION of Block 15 of BURKETT'S SUBDIVISION, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: PERRY L. MILLER

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member Dryden 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 17th day of October, 2017.

(SEAL)

ATTEST:



CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of October, 2017.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



DEED

Bk:1267 Page:108-109

RCD: 11/28/2017 @ 2:59:37:PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case # 15: 212 Chestnut Ave.

WHEREAS, on the 19th day of September 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of October, 2017 in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038H-15-076, 212 CHESTNUT AVE. HATTIESBURG, MS 39401 and better described as Lot Ten (10), Block One (1) of OAK GARDENS RE-SUBDIVISION of Block Fifteen (15) of BURKETT'S SUBDIVISION in the City of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, in Plat Book 7 at Page 42; together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: ACE PROPTIES C/O 101 ASHFORD CIRCLE LLC

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member Dryden 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 17th day of October, 2017.

(SEAL)

ATTEST:



Diana H. Benedict
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of October, 2017.

ATTEST:

[Signature]
CITY CLERK

APPROVED:

[Signature]
MAYOR



DEED

Bk:1267 Page:110-111

RCD: 11/28/2017 @ 3:00:39:PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case # 16: 603 E. Pine St.

WHEREAS, on the 19th day of September 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of October, 2017 in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029I-10-060, 603 E. PINE ST. HATTIESBURG, MS 39401 and better described as Lot Eight (8), Block "E" of the WESTERN HEIGHTS SUBDIVISION in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map of plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: TONI EBY & TINA MCMURRIN

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Unsafe Structure (International Property Maintenance Code, Sec. 108.1.1)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member Dryden 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 17th day of October, 2017.

(SEAL)

ATTEST:


Diana H. Bernardo
CLERK OF COUNCIL

ADOPTED:

Charles
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of October, 2017.

ATTEST:

[Signature]
CITY CLERK

APPROVED:

[Signature]
MAYOR



DEED

Bk:1267 Page:112-113

RCD: 11/28/2017 @ 3:01:43:PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case # 17: 2202 ½ Adeline St.

WHEREAS, on the 19th day of September 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of October, 2017 in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-039B-17-028, 2202 1/2 ADELINE ST. HATTIESBURG, MS 39401 and better described as A part and portion of the NW 1/4 of Section 17; T 4 N; R 13 W; in Forrest County, Miss., and described as:

Commencing at the Northeast corner of the NE ¼ of the NW ¼ of said Section 17, at the intersection of the centerlines of South 21st Avenue and Adeline Street and run thence South for a distance of 25.0 feet; thence, at an angle of 89° 18' right, run South 89° 18' West over and across the West half of South 21st Avenue and along the South margin line of Adeline Street for a distance of 565.0 feet; thence, run South for a distance of 150.0 feet, to and for the Point of Beginning. As per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: CHARLES W. HOLT & CONNIE S. HOLT

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the

City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member Dryden 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 17th day of October, 2017.

(SEAL)

ATTEST:

ADOPTED:



Debra H. Bernard
CLERK OF COUNCIL

Chubb
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of October, 2017.

ATTEST:

APPROVED:

[Signature]
CITY CLERK

[Signature]
MAYOR



DEED

Bk:1267 Page:116-117

RCD: 11/28/2017 @ 3:04:03:PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case # 18: 115 Harrell St.

WHEREAS, on the 19th day of September 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of October, 2017 in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038C-16-238, 115 HARRELL ST. HATTIESBURG, MS 39401 and better described as the Northeasterly one-half (1/2) of Lots 8, 9, and 10, in Block Two (2), according to the D. D. McInnis Third Survey or Addition to the City of Hattiesburg, Mississippi, as per map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, said parcel of land having a frontage of 150 feet on that certain alley commonly referred to as Harold or Harrell Street in the City of Hattiesburg, Mississippi, and extending Southwesterly between parallel lines a uniform depth of 109 feet, more or less to a line running Northwesterly and Southeasterly direction through the center of Lots 8, 9, and 10, Block Two (2) of said Survey, and being located in and forming part of the Northeast Quarter (NE 1/4) of Section 16, Township 4 North, Range 13 West, in Forrest County, Mississippi, the same being a leasehold estate for a term of 99 years from April 13, 1953, and recorded in Book 130, at page 579 of the Land Deed Records in the Office of the Chancery Clerk of Forrest County, Mississippi, **LESS AND RESERVED** from this conveyance is the following described piece of land as follows:

A part of Lot Ten (10), in Block Two (2) of the D. D. McInnis Third Survey and more particularly described as follows: Beginning 109.5 feet Northeasterly direction From the most Southern corner of Lot Ten (10), in Block Two (2) of the D. D. McInnis Third Survey in Hattiesburg, Forrest County, Mississippi, thence run Northwesterly 24 feet, more or less to the Southeasterly side of a drainage ditch, thence run Northeasterly along the Southeasterly side of said drainage ditch to a point where it intersects with Southeasterly side of Lot Ten (10), of above stated Block 2, and said Survey, thence run Southwesterly along Southeasterly side of said Lot Ten (10) to the point of beginning, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: RUTH GRIFFIN LUCKETT

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg,

Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

- Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
- Vacant Structure (International Property Maintenance Code, Sec. 301.3)
- Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS:	NAYS:	ABSENT:
George	None	
Delgado		
Carroll		
Dryden		
Brown		

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 17th day of October, 2017.

(SEAL)

ATTEST:



D. H. Brown
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of October, 2017.

ATTEST:

[Signature]
CITY CLERK

APPROVED:

[Signature]
MAYOR



DEED

Bk:1267 Page:132-133

RCD: 11/28/2017 @ 3:11:12PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case # 19: 1600 E. Hardy St.

WHEREAS, on the 19th day of September 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of October, 2017 in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit

PARCEL: 2-030L-11-230 (PPIN# 20242), 1600 E. HARDY ST. HATTIESBURG, MS 39401, or better described as, Lots 11 and 12 Block 8 of the MAGRUDER & COMPANY ADDITION, in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: MERRITT INC

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Exterior Structure (International Property Maintenance Code, Sec. 304.1)

Interior Structure (International Property Maintenance Code, Sec. 305)

Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)

Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)

Open Storage (Land Development Code, Sec. 87)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS:	NAYS:	ABSENT
George	None	
Delgado		
Carroll		
Dryden		
Brown		

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 17th day of October, 2017.

(SEAL)

ATTEST:

ADOPTED:


Diana K. Benado
CLERK OF COUNCIL

Charles
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of October, 2017.

ATTEST:

APPROVED:

K. E. D.
CITY CLERK

Tony B.
MAYOR



DEED

Bk:1267 Page:134-135

RCD: 11/28/2017 @ 3:12:03:PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case # 20: 1600 E. Hardy St.

WHEREAS, on the 19th day of September 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of October, 2017 in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit

PARCEL: 2-030L-11-229 (PPIN# 33661), 1600 E. HARDY ST. HATTIESBURG, MS 39401, or better described as, Lots 13, 14, 15 and 16 Block 8 of the MAGRUDER & COMPANY ADDITION, in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: KEVIN BRELAND

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Exterior Structure (International Property Maintenance Code, Sec. 304.1)

Interior Structure (International Property Maintenance Code, Sec. 305)

Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)

Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)

Open Storage (Land Development Code, Sec. 87)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS:	George Delgado Carroll Dryden Brown	NAYS:	None	ABSENT
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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 17th day of October, 2017.

(SEAL)

ATTEST:

ADOPTED:



Duke H. Bennett
CLERK OF COUNCIL

[Signature]
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of October, 2017.

ATTEST:

APPROVED:

[Signature]
CITY CLERK

[Signature]
MAYOR



DEED

Bk:1267 Page:102-103

RCD: 11/28/2017 @ 2:41:57:PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case # 1: 535 W. 5th St.

WHEREAS, on the 19th day of September 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of October, 2017 in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 029F-04-192, 535 W. 4TH ST. HATTIESBURG, MS 39401 and better described as Pt 3 Beg 30 ft. N & 313.45 ft. E of SW COR SE1/4 Sec 4 T 4 R 13 W N 281 ft. E 97.5 ft. S 272.5 ft. to 4th St. W 100 ft. to Beg. Blk 171 CRITTENDON SURVEY, of the City of Hattiesburg, as per map or plat thereof which is on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: W.R. & JESSIE DYE; JOHNNY GLEN DYE

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Electrical (International Property Maintenance Code, Sec. 601.2)
Unsafe Structure (International Property Maintenance Code, Sec. 108.1.1)
Responsibility Water (International Property Maintenance Code, Sec. 501.2)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member Dryden 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 17th day of October, 2017.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:

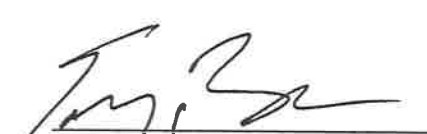

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of October, 2017.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



DEED

Bk:1267 Page:114-115

RCD: 11/28/2017 @ 3:03:25 PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case # 3: 124 E. 7th St.

WHEREAS, on the 19th day of September 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of October, 2017 in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029G-03-317, 124 E. 7TH ST. HATTIESBURG, MS 39401 and better described as Lot Three (3) of Block One (1) of the M. A. JONES SURVEY OR ADDITION to the City of Hattiesburg, Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, including any and all improvements and appurtenances thereunto belonging.

LESS AND EXCEPT:

A part of Lot 3 of Block 1 of the M. A. JONES SURVEY OR ADDITION to the said City of Hattiesburg, MS, as per map or plat thereof on file in the office of Chancery Clerk of Forrest County, Mississippi, more particularly described as:

Commencing at the point where the dividing line between Lots 3 and 4 of Block 1 of the M. A. JONES SURVEY intersects the Northerly line of East Seventh Street in the said City of Hattiesburg, Mississippi, and run North along said division line between said Lots 3 and 4 a distance of 150 feet for a point of beginning of the parcel of land hereby conveyed; From said point of beginning, continue North along said division line between Lots 3 and 4 a distance of 80 feet; thence at right angles run in an Easterly direction and parallel to the North Line of East Seventh Street a distance of 70 feet; thence at right angles run in a Southerly direction and parallel to the division line between Lots 3 and 4 a distance of 80 feet; thence at right angles and parallel with the Northerly line of East Seventh Street run in a Westerly direction 70 feet to the point of beginning.

WHEREAS, the owner of the property is: LEODA & DELMA RAY CAMERON L/E

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Exterior Structure (International Property Maintenance Code, Sec. 304.1)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Unsafe Structure (International Property Maintenance Code, Sec. 108.1.1)
Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS:	George	NAYS:	None	ABSENT:
	Delgado			
	Carroll			
	Dryden			
	Brown			

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 17th day of October, 2017.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of October, 2017.

ATTEST:

CITY CLERK

APPROVED:

MAYOR



DEED

Bk:1267 Page:118-119

RCD: 11/28/2017 @ 3:04:49:PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case # 4: 601 E. 9th St.

WHEREAS, on the 19th day of September 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of October, 2017 in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL 2-029H-03-059, 601 E. 9TH. HATTIESBURG, MS 39401 and better described as A part of Block 40 of the Hardy and Scott Survey or Addition to the City of Hattiesburg, particularly described as beginning at the Northwest corner of said Block 40 and run East 180 feet, thence South 75 feet, thence West 180 feet to Bouie Street, thence North 75 feet to Point of Beginning; and W 1/2 of vacated alley lying East of said parcel; and the West 35 feet of N 1/2 of Lot 3 and all of the N 1/2 of Lot 4 and E 1/2 of vacated alley lying West of said parcel, in Block 40 of the Hicks Subdivision of the Hardy and Scott Survey or Addition to the City of Hattiesburg, as per Map or Plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: **HAROLD L. JACKSON & CAROLYN JACKSON**

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS:

George
Delgado
Carroll
Dryden
Brown

NAYS:

None

ABSENT:

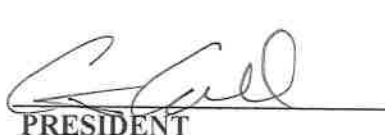
The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 17th day of October, 2017.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of October, 2017.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



DEED

Bk:1267 Page:120-121

RCD: 11/28/2017 @ 3:05:21PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case # 5: 707 E. 9th St.

WHEREAS, on the 19th day of September 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of October, 2017 in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029H-03-067, 707 E. 9TH ST. HATTIESBURG, MS 39401 and better described as A part of Block 41 of the **HARDY & SCOTT SURVEY** of the City of Hattiesburg, Forrest County, Mississippi, more particularly described as:

Beginning at the Northwest Corner of 9th Street and River Street, as now constituted, the same being 20 feet West of the original Northwest Corner of said Block 41, run thence East along the South margin of 9th Street a distance of 127 feet to the point of beginning; from said point of beginning run thence East 53 feet, thence run South 87 feet, thence run West 53 feet, thence run North 87 feet to 9th Street to the point of beginning, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: **CARRIE HARPER HOWZE**

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Open Storage (Land Development Code, Sec. 87)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Protective Treatment (International Property Maintenance Code, Sec. 304.2)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private

contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member Dryden 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 17th day of October, 2017.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:

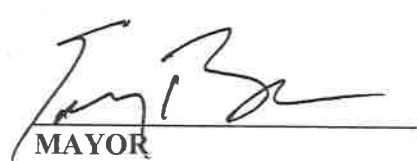

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of October, 2017.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



DEED

Bk:1267 Page:122-123

RCD: 11/28/2017 @ 3:05:53PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case # 6: 700 Short 9th St.

WHEREAS, on the 19th day of September 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of October, 2017 in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029H-03-081, 700 SHORT 9TH ST. HATTIESBURG, MS 39401 and better described as Park of a Block, beginning 20 feet West and 87 feet South of the Northwest Corner of Block 41, Hardy & Scott Subdivision, City of Hattiesburg, Forrest County, Mississippi; go 41 feet East, thence 84 feet South, thence 41 feet West, thence 84 feet North to the Point of Beginning, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: **HATTIESBURG UNIVERSITY FOUNDATION JACKSON**

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member Dryden 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 17th day of October, 2017.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of October, 2017.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



DEED

Bk:1267 Page:124-125

RCD: 11/28/2017 @ 3:08:18 PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case #7: 315 N. 20th Ave.

WHEREAS, on the 19th day of September 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of October, 2017 in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-028I-08-360, 315 N. 20TH AVE. HATTIESBURG, MS 39401 and better described as Lot 5 of Block 4, of the BOWLING & PACE 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, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: SOUTHERN VENTURE PROPERTY LLC

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Protective Treatment (International Property Maintenance Code, Sec. 304.2)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member Dryden 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 17th day of October, 2017.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of October, 2017.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



DEED

Bk:1267 Page:126-127

RCD: 11/28/2017 @ 3:08:50-PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case # 8: 702 S. 22nd Ave.

WHEREAS, on the 19th day of September 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of October, 2017 in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-039B-17-047, 702 S. 22ND AVE. HATTIESBURG, MS 39401 and better described as THE SOUTH 55 FEET OF LOT TWO (2) AND THE NORTH 10 FEET OF LOT THREE (3), BLOCK TWO (2) OF THE AUDUBON SUBDIVISION IN THE CITY OF HATTIESBURG, COUNTY OF FORREST, STATE OF MISSISSIPPI, AS PER THE MAP OR PLAT THEREOF ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF FORREST COUNTY, MISSISSIPPI, TOGETHER WITH ALL IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING

WHEREAS, the owner of the property is: KAREN L. WELLS & JAMES ROBINSON

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member Dryden 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 17th day of October, 2017.

(SEAL)

ATTEST:


Diana H. Bernardo
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of October, 2017.

ATTEST:

[Signature]
CITY CLERK

APPROVED:

[Signature]
MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2017-806

File ID: 2017-806

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 10/10/2017

Brief Title: Establishing petty cash funds

Final Action: 10/17/2017

Minute Book Number: MB2017-428-429

Title:

Adopt a Resolution establishing petty cash funds effective October 1, 2017 and approve issuance of of a manul check to each custodian as of October 1, 2017.

Notes: as there is no petty cash policy, shouldn't this wait until a policy has been approved? jb

Agenda Date: 10/17/2017

Indexes:

Agenda Number: VI.-2

Sponsors:

Enactment Date:

Attachments: Petty Cash Resolution, RES#2017-176, executed
Petty Cash Resolution

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	10/17/2017	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 2017-806

Title

Adopt a Resolution establishing petty cash funds effective October 1, 2017 and approve issuance of of a manul check to each custodian as of October 1, 2017.

Summary

Establishing petty cash funds effective 10/1/2017.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION

WHEREAS, the governing authorities of the City of Hattiesburg, Mississippi recognizes the need to comply with the State Department of Audit regulations, by granting approval for the petty cash funds of the City; to be established on or after October 1, 2017; and

WHEREAS, the governing authorities desire the administration of the City to continue to operate its routine functions.

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

Section 1. That the following petty cash funds be approved as of October 1, 2017:

FUND/CUSTODIAN DEPARTMENT

AMOUNT

General Fund:

Phillip McSwain	Municipal Court (Cash Drawer)	\$300.00
Destiny McGinty	Police Department (Cash Drawer)	150.00
Deborah Bourne	Cemetery (Cash Drawer)	100.00
Kermas Eaton	Tax (Cash Drawer)	350.00
	City Hall	5,560.00
Total at Balance Sheet-General Fund		<u>\$6,460.00</u>

Water & Sewer Operation & Maintenance

Wanda Turner	Water Office (Cash Drawer)	\$600.00
Total at Balance Sheet-Water & Sewer Oper Maint		\$600.00

Community Centers:

Rebecca Acker	Comm. Ctrs (Cash Drawer)	\$50.00
Total at Balance Sheet-Community Centers		\$50.00

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 17th of October 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this 17th day of October 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

RESOLUTION

WHEREAS, the governing authorities of the City of Hattiesburg, Mississippi recognizes the need to comply with the State Department of Audit regulations, by granting approval for the petty cash funds of the City; to be established on or after October 1, 2017; and

WHEREAS, the governing authorities desire the administration of the City to continue to operate its routine functions.

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

Section 1. That the following petty cash funds be approved as of October 1, 2017:

FUND/CUSTODIAN DEPARTMENT

AMOUNT

General Fund:

Phillip McSwain	Municipal Court (Cash Drawer)	\$300.00
Destiny McGinty	Police Department (Cash Drawer)	150.00
Deborah Bourne	Cemetery (Cash Drawer)	100.00
Kermas Eaton	Tax (Cash Drawer)	350.00
	City Hall	5,560.00
Total at Balance Sheet-General Fund		<u>\$6,460.00</u>

Water & Sewer Operation & Maintenance

Wanda Turner	Water Office (Cash Drawer)	\$600.00
Total at Balance Sheet-Water & Sewer Oper Maint		\$600.00

Community Centers:

Rebecca Acker	Comm. Ctrs (Cash Drawer)	\$50.00
Total at Balance Sheet-Community Centers		\$50.00

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

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member Dryden, seconded by Council member George 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, this the 17th of October 2017.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this 17th day of October 2017.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2017-762

File ID: 2017-762

Type: Regular Agenda Item

Status: Passed

Version: 2

Reference:

In Control: City Council

Requester: Ginger Maddox

File Created: 09/25/2017

Brief Title: HHCC Appeal - 503 S. 22nd Avenue

Final Action: 10/03/2017

Minute Book Number: TABLED: MB2017-41

Title: TAKE FROM THE TABLE AND APPROVE or DENY the petition filed by Don Brewster, Owner, for the removal of a grouping of trees at 503 S. 22nd Ave. (PPIN 26916, Ward 4); Hattiesburg Historic Conservation Commission voted to APPROVE on August 9, 2017, provided that only two of the requested trees are removed.

Notes:

Agenda Date: 10/17/2017

Indexes:

Agenda Number: VI.-3

Sponsors:

Enactment Date:

Attachments: Appeal request_Brewster_503 S 22nd Ave, Public Notice - Public Hearing - Brewster 503 S 22nd Ave, HHCC Packet, HHCC_August minutes_DRAFT, Letter, City Arborist, Trees and Risk Guidelines

Enactment Number:

Contact:

Meeting Date: 10/03/2017

Drafter: Russell Archer

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/03/2017	Approve				Pass

Action Text: A MOTION was made by Council member Delgado and seconded by Council member George to APPROVE the petition filed by Don Brewster, Owner, for the removal of a grouping of trees at 503 S. 22nd Ave. (PPIN 26916, Ward 4) and to remove the restrictions so that Mr. Brewer can remove all of the trees; Hattiesburg Historic Conservation Commission voted to APPROVE on August 9, 2017, provided that only two of the requested trees are removed.

Council Vice President Dryden offered a subsidiary motion seconded by Council member George to Table the vote for two weeks to allow time to learn more about the Historic Commission's procedures and to allow time for a second opinion.

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

Yeas: 3 - George, Carroll and Dryden

Nays: 2 - Delgado and Brown

Yea: 3 Council Member George
Council Member Delgado
Council Member Brown
Nay: 2 Council President Carroll
Council Vice President Dryden

2 City Council 10/17/2017 Approve Pass

Action Text: A MOTION was made by Council President Carroll and seconded by Council Member Delgado to TAKE FROM THE TABLE AND APPROVE the petition filed by Don Brewster, Owner, for the removal of a grouping of trees at 503 S. 22nd Ave. (PPIN 26916, Ward 4); Hattiesburg Historic Conservation Commission voted to APPROVE on August 9, 2017, provided that only two of the requested trees are removed.

Council Vice President Dryden said this has been a difficult decision because she respects the Historic Conservation Commission and its decisions. She said she has studied a lot of aspects of the situation and is concerned that the tree that would be left would be compromised by the removal of the other trees, that the trees were too close to the house, and that the [remaining] tree will fall. She said this decision does not set a precedent and [is heeding] Dr. Terrell's observation about the relevance of trees to the historic neighborhoods. but in this instance safety comes first.

Council member Delgado agreed and said [the city] should always do what is in the best interests of the citizens of Hattiesburg. She said [the city] should not be in a position of choosing trees over life.

Council President Carroll cited an example of five trees that were very healthy and snapped off at eight or ten feet and fell on his home during Hurricane Katrina. He said that since Hurricane Katrina, Hattiesburg has seen two tornados and a hurricane that could have been very severe, so his vote will be in support of the homeowner.

Following 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 2017-762

Title

TAKE FROM THE TABLE AND APPROVE or DENY the petition filed by Don Brewster, Owner, for

the removal of a grouping of trees at 503 S. 22nd Ave. (PPIN 26916, Ward 4); Hattiesburg Historic Conservation Commission voted to APPROVE on August 9, 2017, provided that only two of the requested trees are removed.

Summary

HHCC Appeal - 503 S. 22nd Avenue

Budget Information

Expenditure Type

Purchasing Item

Publication Information

FAX

TO: Ginger Maddox, Planning Manager

Dept. of Urban Development

P.O. Box 1898

Hattiesburg, MS 39403

601.554.1031 or Fax 601.545.1962

FROM: Don Brewster and Sharon Brewster

503 South 22Ave.

Hattiesburg, MS 39401

Mailing Address: 72535 Goldfinch Street

Covington, LA. 70435

Original request was removal of a group of three pine trees in the front yard of the house. The Historic Commission's Decision was to ok the removal of two tress but keep the one closest to the house.

We are requesting the removal of pine tree closest to the house. The tree is leaning over the roof and if it snaps it will fall on the roof and cause injury or possible death to occupants.

2 PAGES INCLUDING COVER PAGE

FILED

AUG 17 2017

BY  CITY CLERK
DEPUTY CLERK



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

**REQUEST TO APPEAL HISTORIC CONSERVATION COMMISSION
DECISION**

Today's Date:	8-15-17
Historic Conservation Commission Meeting Date:	8-9-17
<i>(Appeals must be made within 10 consecutive days of the decision)</i>	
Name of Property Owner/Petitioner:	DON BREWSTER
Name of Person Requesting Appeal Hearing:	DON BREWSTER
Mailing Address of Person Requesting Appeal Hearing:	72535 Goldfinch Street Covington LA 70435
Address of Petitioned Property:	503 South 22 AVE. Hattiesburg MS 39401
Petitioner's Request of the Historic Commission:	Removal of Pine tree closest to the house. The tree is leaning over the roof and if it snaps it will fall on the roof and cause injury or possible death to occupants.
Historic Commission's Decision:	Approve ☐ or Deny ☐

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

Don Brewster
Petitioner (signature)

Sharon Brewster
Petitioner (signature)

FILED

AUG 17 2017

CITY CLERK
BY *Cecilia W. Jones*
DEPUTY CLERK

PUBLIC HEARING

NOTICE is hereby given that an application has been filed by Don Brewster, Owner, to appeal the decision made August 9, 2017, by the Hattiesburg Historic Conservation Commission regarding the removal of a grouping of trees at 503 S. 22nd Ave.”.

After hearing, the Hattiesburg Historic Conservation Commission voted that the request be APPROVED, provided that only two of the requested trees are removed, with Don & Sharon Brewster being aggrieved with the decision, filed a request for hearing before the Mayor and City Council of the City of Hattiesburg, as provided by law.

NOW, THEREFORE, NOTICE IS GIVEN that a public hearing in relation to the petition as hereinabove set forth will be held at 4:00 p.m., Monday, October 2, 2017, 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 opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 5th day of September, 2017.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton /s/
CITY CLERK

(SEAL)

Publish (1) Friday, September 15, 2017
City of Hattiesburg
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898

Hattiesburg Historic Conservation Commission

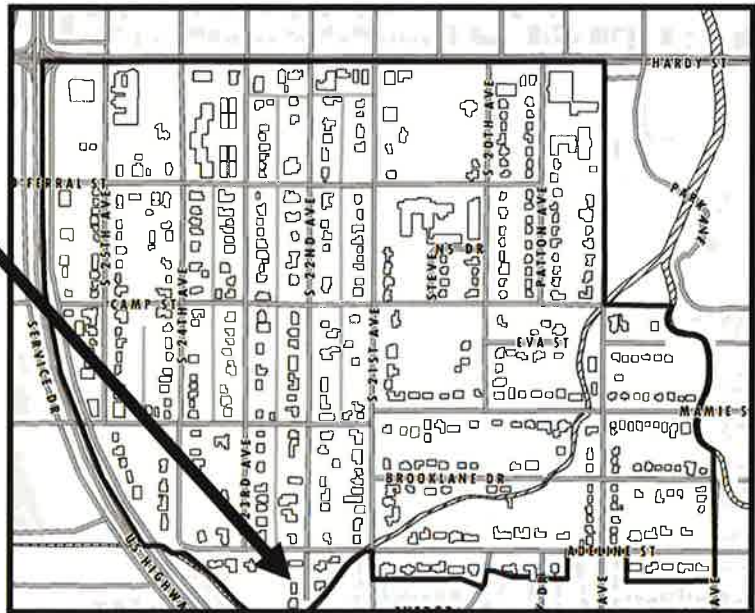
Application Data Sheet—Item 12

Historic District: Parkhaven

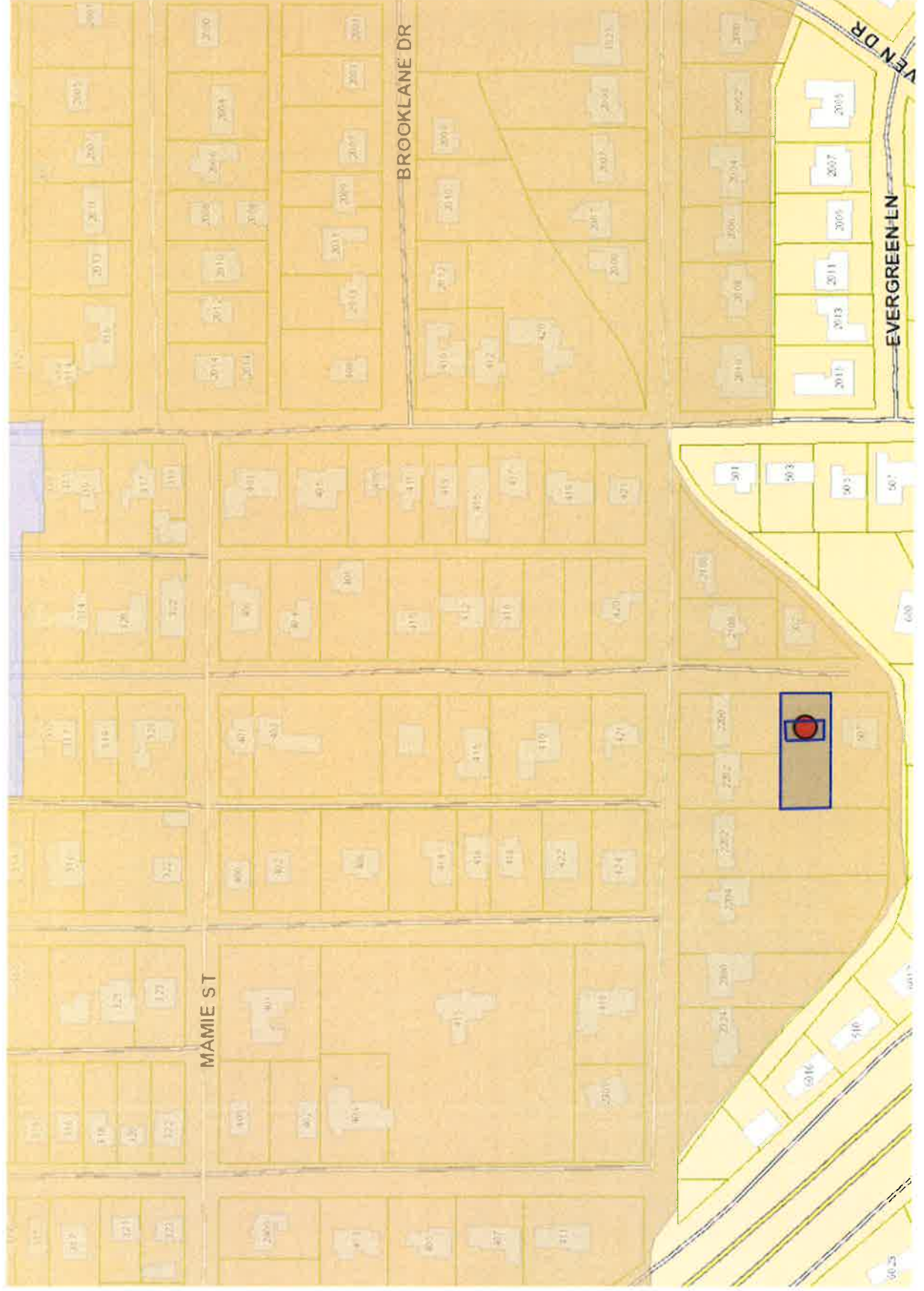
Address: 503 S 22nd Ave.

Significance: Not Classified (C/NC)

Construction Date: c1955



503 S 22nd Ave.



Adjacent Properties





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

HISTORIC RESOURCES INVENTORY

1. Property name, historic b. Property name, other		10. County FORREST	
2. Property address/descriptive location 503 S 22 nd Ave Hattiesburg, MS 39401		11. City or Town ☐ Vicinity of HATTIESBURG	
3. Legal description (and acreage, if required – see instructions) City Parcel # - 23-1031-5		12. Owner's name and address	
4. Former/historic use Residence		13. Was interior surveyed? No	
5. Present Use Residence		14. Survey seq. no	
6. Architect ☐ documented ☐ attributed		15. USGS quadrangle map	
7. Builder/contractor ☐ documented ☐ attributed		16. UTM reference (if required-see instructions)	
8. Brief description One story, wood frame Ranch with wood lap siding on a raised foundation, oriented parallel to the street. Brick veneer with extruded mortar on front center section. Cross gable roof of 3-tab composition shingles, triangular metal vents and Masonite board & batten siding in all three gables. Off center raised panel metal door opens on raised concrete stoop under engaged flat roof with hip border and iron support, has concrete steps and walk to drive. Three metal casement windows with center section fixed and sides movable—one larger to right of door and two smaller to left. Single carport at right with storage in rear and breezeway for access to backyard.		17. Date of construction ☒ estimated ☐ documented	
		18. Integrity ☒ very intact ☐ deteriorated ☐ some changes ☐ ruins ☐ extensive changes ☐ no visible remains	
9. Outbuildings or secondary elements (if significant, use separate form)		19. Dates of changes, if any ☐ moved ☐ enlarged/ altered ☐ artificial siding ☒ replaced windows/doors Metal door ☐ enclosed/altered porch ☐ storefront alterations	
		20. Architectural character or style Ranch	

Attach photograph here



THIS SECTION FOR MDAH USE ONLY

21. Registration status
☐ NHL
☐ listed NR
☐ in NR district
☐ Mississippi landmark
☐ local landmark/local district

22. If located in historic district
a. Name of district

- b. Rating
☐ contributing
☐ previously listed
☐ noncontributing

c. District element number: _____

MDAH Inventory Code

23. Historical information

Partially Contributing Resource

27. Photographer or photo source

Russell N. Bearden

28. Photo roll and frame number (s)

22,503 IMG_0026.jpg

29. Photo date

24 July 2008

30. Inventory form completed by
(name and organization)

Russell N. Bearden
Parkhaven Neighborhood Association

24. Additional remarks or continuation of other sections

31. Survey project name

2008 Parkhaven Survey

32. Date form completed

11 March 2009

25. Sources of information

Forrest County Tax Assessor's Records

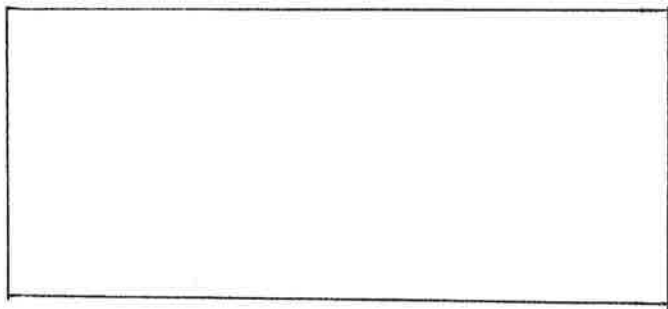
THIS SECTION FOR MDAH USE ONLY

33. Evaluation of National Register eligibility

- a. ☐ already listed (see front of form)
☐ appears individually eligible
☐ potentially eligible if restored
☐ would contribute to district
☐ does not appear eligible
☐ insufficient information

b. Evaluated by/Date

26. Sketch of building plan or site plan. (Show outline of building)



Draw north
arrow here.

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

Historic District Park Haven
Property address: 503 S. 22nd Ave.
Present zoning: residential

Office Use Only

Received _____
Complete _____
HHCC review _____
Action _____

Applicant: Don Brewster
Address: 503 S. 22nd Ave.
Phone: 985 630-3400

Owner: Don Brewster
Address: _____
Phone: _____

Signature and permission of Applicant / date:

Don Brewster , 8-4-17

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

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

Proposed starting date: at earliest opportunity

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

Removal of 3 large pine
trees near home and
utility lines

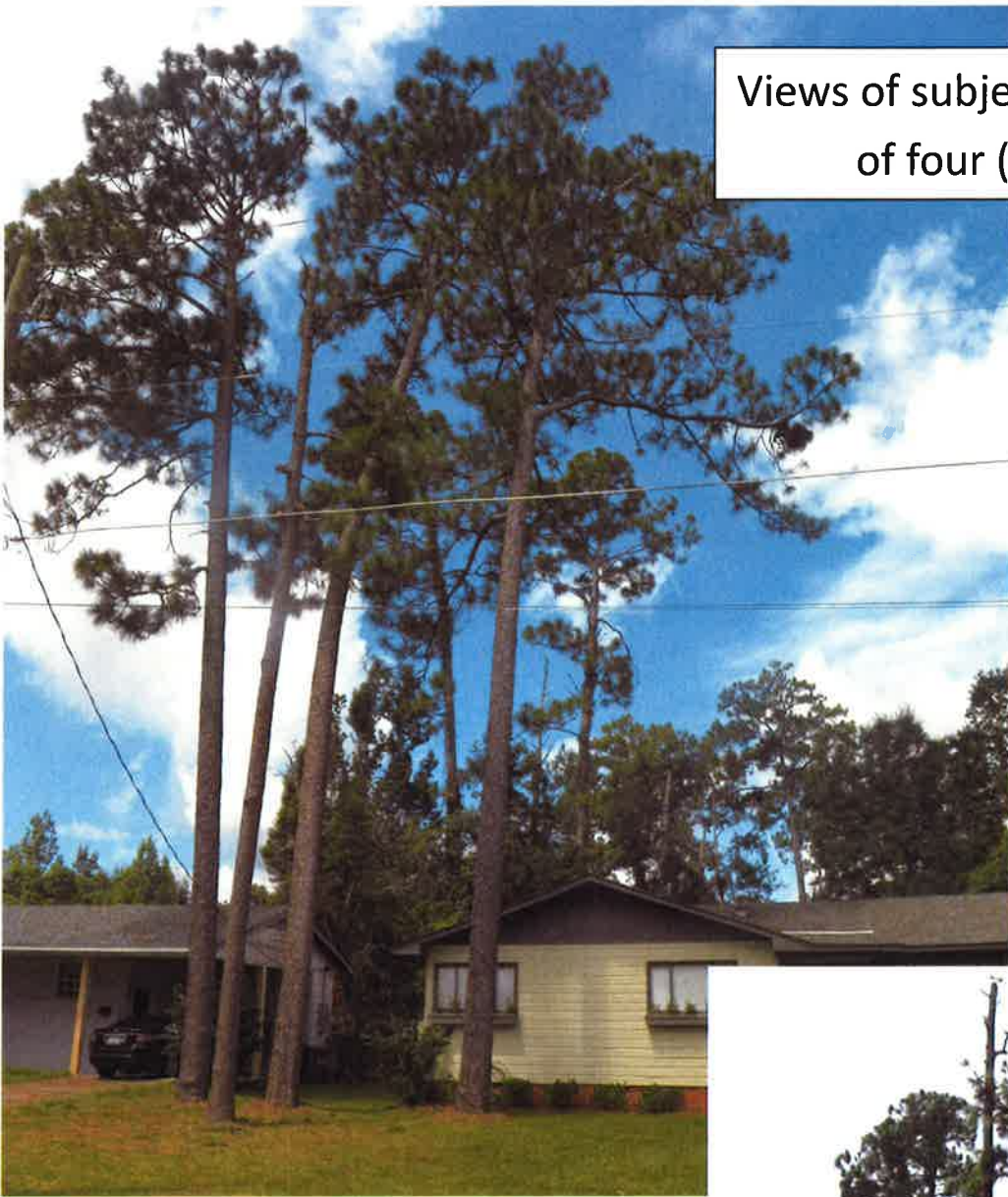
**NOTE: Appropriate support materials for each
proposed change as required must be submitted
to complete this application.**

**Incomplete applications will not be
reviewed by the commission.**

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

- ☐ New Buildings and New Additions
 - ☐ Major Restoration, Rehabilitation or Remodeling
 - ☒ Site Changes – tree removal, fences, walks, driveways,
parking and signs
 - ☐ Demolition and Relocation
- Required support materials must be attached. Please see Checklist for
Required Support Materials on the next page.**

Views of subject trees—grouping
of four (4) pine trees





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: Russell Archer, Historic Planner
From: Andy Parker, City Arborist
Subject: Tree removal at 503 S.22nd Ave
Date: August 3, 2017

Russell,

I received a call on tree work at 503 S.22nd Ave and after checking on it, it had not been to the HHCC for approval. I informed the tree company and their boss about the historic requirements and the process for a request. They said that would give your information to the property owner to contact you on the issue. I am allowing them to remove the tree debris that has already been cut down but warned them, that any further tree cutting would be addressed by code enforcement. They said they would comply and wait for the property owner to have the issue addressed with the city and HHCC. The company is Above Tree Service – 1-855-50-TREES is the crew doing the work. I will include pictures of the work and location for documentation. Please let me know if you have any questions.

Andy Parker
City of Hattiesburg
City Arborist

MINUTES OF THE MEETING OF THE HATTIESBURG HISTORIC CONSERVATION COMMISSION

Wednesday, August 9, 2017

The Hattiesburg Historic Conservation Commission met August 9, 2017, at 12:00 p.m. in the Dining Room of the Jackie Dole Sherrill Community Center, 220 W. Front St., Hattiesburg, Mississippi, Sarah Newton presided as Chairman.

Commissioners present: Sarah Newton, Chair
Newton Fawcett, Vice-Chair
Tom S. Ramirez Boldo
Miranda Grieder
Michelle Heidelberg
Glenn Nees

Commissioners absent: Mary Halliwell
Margaret Dwight Shelton
Michael Anderson

Staff present: Russell Archer, Historic Preservation Planner
Ginger Maddox, Planning Manager
Andy Parker, City Arborist
Mark Jordan, Code Enforcement Manager
Pattie Brantley, Director, Dept. of Urban Development

AGENDA

There came the matter of the agenda for the meeting of September, 2017. A motion was made by Commissioner Boldo and seconded by Commissioner Fawcett that the agenda be approved as submitted. The motion carried.

MINUTES

There came the matter of the minutes for the July 12, 2017, meeting. A motion was made by Commissioner Grieder and seconded by Commissioner Boldo that the minutes be approved as submitted. The motion carried.

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by David Sandifer, Owner, requesting to install a shed in the rear yard at 310 Miller St. in the North Main Historic District.

	<u>Name</u>	<u>Title</u>
Presented by:	David Sandifer	Owner/Applicant
Others to speak:	(none)	

Discussion and Vote

Motion: Approve application provided that the front gabled shed option, presented by the applicant, is the style that is installed.

Motion made by: Newton Fawcett

Motion seconded by: Miranda Grieder

Commissioners voting aye: All present and voting

Commissioners voting nay: None

Commissioners abstaining: None

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Chase Cunningham, Owner, requesting to remove a tree in the rear yard at 207 S. 24th Ave. in the Parkhaven Historic District.

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

Discussion and Vote

Motion: Approve application as submitted.

Motion made by: Tom Boldo

Motion seconded by: Newton Fawcett

Commissioners voting aye: All present and voting

Commissioners voting nay: None

Commissioners abstaining: None

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Dan & Cindy Byers, Owners, requesting to install new fencing and window awnings at 1108 N. Main St. in the North Main Historic District.

	<u>Name</u>	<u>Title</u>
Presented by:	Dan Byers	Owner/Applicant
Others to speak:	(none)	

Discussion and Vote

Motion: Approve application as submitted.

Motion made by: Newton Fawcett

Motion seconded by: Miranda Grieder

Commissioners voting aye: All present and voting

Commissioners voting nay: None

Commissioners abstaining: None

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Charles Lombardo, Owner, requesting to install new roofing, remove a tree, and modify driveway at 114 S. 23rd Ave. in the Parkhaven Historic District.

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

Discussion and Vote

Motion: Approve application provided that the existing concrete ribbon driveway is repaired/replaced in-kind.

Motion made by: Newton Fawcett

Motion seconded by: Glenn Nees

Commissioners voting aye: All present and voting

Commissioners voting nay: None

Commissioners abstaining: None

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Ayman Al-Batainek, Applicant, and London & Stetelman Property Management, Owner, requesting to construct a new deck at 6060 U.S. Hwy 49 in the Parkhaven Historic District.

	<u>Name</u>	<u>Title</u>
Presented by:	Robin Magee	Applicant representative
Others to speak:	Valerie Cameron	Applicant representative
	Chip Lombardo	Parkhaven resident

Discussion and Vote Commissioners inquired about how A.D.A. ramps would be incorporated into the deck design. Ms. Cameron stated that if the ramps were to be external, they would resubmit those plans to the HHCC. Ms. Cameron requested that the 4x4 deck posts be allowed to extend upward past the railing to a height that would eventually support a roof structure. The submitted drawings do not indicate the extended posts. Several commissioners indicated that they were not in favor of the extended posts.

Commissioner Newton recommended that the height of the deck railing not exceed 36 inches.

Motion: Approve application provided that the A.D.A ramp plans are resubmitted should they be designed on the exterior of the deck, provided that the signage be submitted at a later date.

Motion made by: Glenn Nees

Motion seconded by: Tom Boldo

Commissioners voting aye: All present and voting

Commissioners voting nay: None

Commissioners abstaining: None

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Scott Pipkins, Applicant, and BNO, LLC, Owner, requesting to install new fencing at 319 S. 22nd Ave. in the Parkhaven Historic District.

	<u>Name</u>	<u>Title</u>
Presented by:	Scott Pipkins	Applicant
Others to speak:	(none)	

Discussion and Vote Commissioner Heidelberg recommended that fence not be painted.

Motion: Approve application as submitted.
Motion made by: Miranda Grieder
Motion seconded by: Tom Boldo
Commissioners voting aye: All present and voting
Commissioners voting nay: None
Commissioners abstaining: None

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Scott Pipkins, Applicant, and Mike Madson, Owner, requesting to replace an exterior door at 403 Southern Ave. in the Hattiesburg Historic Neighborhood District.

	<u>Name</u>	<u>Title</u>
Presented by:	Scott Pipkins	Applicant
Others to speak:	(none)	

Discussion and Vote The applicant stated that, in addition to the new door, the owner would like a small transom placed above the door. Commissioner Newton suggested that a door style is chosen that is more traditional in style and appropriate to the house's period of construction.

Motion: Approve application provided that a more period appropriate door style is submitted to the Historic Planner and reviewed by the HHCC via email.

Motion made by: Michelle Heidelberg
Motion seconded by: Tom Boldo
Commissioners voting aye: All present and voting
Commissioners voting nay: None
Commissioners abstaining: None

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed Sarah Newton, Architect, Applicant, and BNO, LLC, Owner, requesting modifications to previously approved exterior renovations at 209 Buschman St. in the Newman-Buschman Historic District.

	<u>Name</u>	<u>Title</u>
Presented by:	Sarah Newton	Applicant
Others to speak:	(none)	

(Commissioner Newton exits the room)

Discussion and Vote

Motion: Approve application as submitted.
Motion made by: Miranda Grieder
Motion seconded by: Michelle Heidelberg
Commissioners voting aye: All present and voting

Commissioners voting nay: None

Commissioners abstaining: None

(Commissioner Newton rejoins the meeting)

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Arnella Chatman, Owner, requesting to remove multiple trees at 439 W. 4th St. in the North Main Historic District.

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

Discussion and Vote

Motion: Approve application provided that one mature oak tree remains to the west of the driveway and one mature oak tree remains to the east of the driveway.

Motion made by: Glenn Nees

Motion seconded by: Tom Boldo

Commissioners voting aye: All present and voting

Commissioners voting nay: None

Commissioners abstaining: None

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by the City of Hattiesburg requesting to remove a tree at 1028 N. Main St. in the North Main Historic District.

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

Discussion and Vote Mr. Parker clarified that the applicant for this request is actually the owner, Johnny DuPree, and that the City would not be performing the proposed removal work.

Motion: Approve application as submitted.

Motion made by: Miranda Grieder

Motion seconded by: Michelle Heidelberg

Commissioners voting aye: All present and voting

Commissioners voting nay: None

Commissioners abstaining: None

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by the City of Hattiesburg, requesting to remove a tree from the public right-of-way at 909 Adeline St. in the Oaks Historic District.

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

Discussion and Vote

Commissioner Heidelberg inquired about pruning and trimming as an alternative to complete removal. Mr. Parker stated that pruning and trimming would extend the life of the tree for a limited number of years and the City would need to closely monitor the health of the tree in the future.

Motion: Approve application provided that only selective pruning and trimming take place rather than complete removal of the tree.

Motion made by: Michelle Heidelberg

Motion seconded by: Tom Boldo

Commissioners voting aye: Michelle Heidelberg, Tom Boldo, Miranda Grieder, Newton Fawcett

Commissioners voting nay: None

Commissioners abstaining: Glenn Nees

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Don & Sharon Brewster, Owners, requesting to remove a grouping of trees at 503 S. 22nd Ave. in the Parkhaven Historic District.

	<u>Name</u>	<u>Title</u>
Presented by:	Don Brewster	Applicant
Others to speak:	Andy Parker	City Arborist

Discussion and Vote

Staff informed the commission that the removal of mature trees had commenced prior to the application and/or issuance of a Certificate of Appropriateness. Staff also stated that, once the unpermitted work was discovered, a stop work order was issued by the City Arborist. Several commissioners expressed concern over unnecessary removal of mature pine trees in Parkhaven. The Applicant informed the commission that, in total, three trees were being requested for removal, as the fourth tree in the grouping was believed to be part of the neighboring property.

Motion: Approve application provided that only two pine trees are removed from the front yard: one that has been previously “topped” by contractors and one that is significantly leaning toward the house.

Motion made by: Glenn Nees

Motion seconded by: Tom Boldo

Commissioners voting aye: All present and voting

Commissioners voting nay: None

Commissioners abstaining: None

Other Business

There came the matter of the City Arborist's report. Mr. Parker gave a report of hazardous trees removed during the month of July.

There came the matter of the Code Official's report. Mr. Jordan gave a report of code issues within the conservation districts.

There came the matter of the Coordinator's report. A report was submitted. Mr. Archer reported that new door hangers were actively being placed on selected houses in the conservation districts and also informational brochures have been prepared and will be mailed out incrementally to all property owners within designated conservation districts. Mr. Archer also reported that at least two properties are being researched for consideration as "Demolition by Neglect" cases. These properties would be submitted to the HHCC within the next couple of months if deemed appropriate.

Several commissioners inquired about the status of Mt. Carmel church on N. Main St. Staff reported that a public hearing was scheduled by the City Council and that no decisions would be made regarding demolition until after the public comment period has closed.

There being no further business, upon motion duly made by Commissioner Boldo and seconded by Commissioner Grieder and unanimously approved, the meeting was adjourned at 1:53 p.m.

Respectfully submitted,

Sarah Newton, Chair

Russell Archer, Recording Secretary/ Historic Planner



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: Hattiesburg City Council, Russell Archer, Historic Planner. & Hattiesburg Historic Conservation Commission
From: Andy Parker, City Arborist
Subject: Trees and risk guidelines
Date: Oct. 10, 2017

Due to the appeal of the denial by the HHCC to permit the removal of certain trees at 503 S.22nd Ave, and the city council asking for more clarity for risk trees, I have prepared a list of some items that are considered when assessing a possible risk of a tree.

1. Species, size and location of tree
2. Defects, Decay, Vigor of tree
3. History – previous problems & pruning
4. Targets possibly impacted by tree

Species, Location and lean of a tree seem to be the main issues at the 503 S.22nd Ave property. The property owner is worried about the group of pines adjacent to the home near the power service line and one pine leaning towards the house.

Both location and lean of the trees are part of a tree assessment. The location of trees can have a major impact on foundations, utility infrastructure and sidewalks. Species, size of the tree, root system and soil structure are the main elements examined to determine impact of a tree at that location. The lean of a tree also has several factors involved when deciding if the tree is a high-risk tree. Species, location, canopy, root system, soil and targets. A tree with a 15% or greater lean would have an elevated risk but other factors could cause trees with lesser degrees of lean to be in the high-risk category. Because every situation is different than the next one, each tree is assessed will have different results and recommendations based on a case by case situation.

I have researched other historic guidelines/tree ordinances to make sure we have address the tree risk issue in a proper manner to assure we take in to consideration - risk management for public and private safety, city codes/historic guidelines, property rights and the aesthetics of Hattiesburg.

With respect to the circumstances at 503 S.22nd Ave, the property owner could hire another Certified Arborist that might have a different recommendation of risk & mitigation and things could drag on for some time. Understanding this situation with many views is a tricky issue, so I believe it would be in the best interest of the city to allow this property owner to remove certain trees and follow the HHCC guidelines (Site Elements) page 48 – “If a request for removal is approved, commissioners recommend property owners plant replacement tree(s) in suitable locations on their property”. This should be a 1 for 1 planting for the trees previously removed and the existing trees the owner wishes to remove. New tree plantings should be a minimum of 2” inch caliper and species approved by the HHCC. Although this is not a prefect answer to an issue that will surely arise again in the future, I feel it is best option for this situation.

Respectfully,

Andy Parker
City of Hattiesburg
ISA Certified Arborist



City of Hattiesburg, MS

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

Master

File Number: 2017-799

File ID: 2017-799	Type: Regular Agenda Item	Status: Passed
Version: 1	Reference:	In Control: City Council
Requester: Ginger Maddox		File Created: 10/09/2017
Brief Title: 103 S. 30th Avenue - FBC Variance - Sign		Final Action: 10/17/2017

Minute Book Number: MB2017-429-430

Title: APPROVE or DENY a petition filed by Daniel Jussely, Applicant, on behalf of Rob O. Tatum, Owner, to request a variance from Article 5, Section 5.3.N. Projecting Signs (A) which states the overall area allocation is 1 square foot per 1 foot of building width, which permits 71.5 square feet of sign area, and instead allow 162.5 square feet of sign area for a variance of 91 square feet of sign area; from Article 5, Section 5.3.N. Projecting Signs (B), which states the maximum sign height for a projecting sign on a building over 3 stories is 12 feet in height and instead allow 28.25 feet in height, for a variance of 16.25 feet in height; and from Article 5, Section 5.3.N. Projecting Signs (D) which states the maximum width of a projecting sign is 4 feet in width and instead allow 5.75 feet in width for a variance of 1.75 feet in width for a certain property located at 103 S. 30th Avenue (Indigo Hotel) (Parcel 028N-07-078.00, PPIN 20837; Parcel 028N-07-076.00, PPIN 20839, Ward 3). The Board of Adjustments recommended to APPROVE on October 4, 2017.

Notes:

Agenda Date: 10/17/2017

Indexes:

Agenda Number: VI.-4

Sponsors:

Enactment Date:

Attachments: Oct HPC BOA Minutes, BOA OCT 2017 Report and Docs, Sign rendering - Applicant submitted

Enactment Number:

Contact:

Meeting Date: 10/17/2017

Drafter: Ginger Maddox

Effective Date: 11/01/2017

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/17/2017	Approve				Pass

Action Text: A MOTION was made by Council President Carroll and seconded by Council Vice President Dryden to APPROVE a petition filed by Daniel Jussely, Applicant, on behalf of Rob O. Tatum, Owner, to request a variance from Article 5, Section 5.3.N. Projecting Signs (A) which states the overall area allocation is 1 square foot per 1 foot of building width, which permits 71.5 square feet of sign area, and instead allow 162.5 square feet of sign area for a variance of 91 square feet of sign area; from Article 5, Section 5.3.N. Projecting Signs (B), which states the maximum sign height for a projecting sign on a building over 3 stories is 12 feet in height and instead allow 28.25 feet in height, for a variance of 16.25 feet in height; and from Article 5, Section 5.3.N. Projecting Signs (D) which states the maximum width of a projecting sign is 4 feet in width and instead allow 5.75 feet in width for a variance of 1.75 feet in width for a certain property located at 103 S. 30th Avenue (Indigo Hotel) (Parcel 028N-07-078.00, PPIN 20837; Parcel 028N-07-076.00, PPIN 20839, Ward 3). The Board of Adjustments recommended to APPROVE on October 4, 2017.

Council member Delgado asked for the percentage of the variances. They are 121 percent variance for area, 131 percent variance for height and 43 percent variance for width.

Following 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 2017-799

Title

APPROVE or DENY a petition filed by Daniel Jussely, Applicant, on behalf of Rob O. Tatum, Owner, to request a variance from Article 5, Section 5.3.N. Projecting Signs (A) which states the overall area allocation is 1 square foot per 1 foot of building width, which permits 71.5 square feet of sign area, and instead allow 162.5 square feet of sign area for a variance of 91 square feet of sign area; from Article 5, Section 5.3.N. Projecting Signs (B), which states the maximum sign height for a projecting sign on a building over 3 stories is 12 feet in height and instead allow 28.25 feet in height, for a variance of 16.25 feet in height; and from Article 5, Section 5.3.N. Projecting Signs (D) which states the maximum width of a projecting sign is 4 feet in width and instead allow 5.75 feet in width for a variance of 1.75 feet in width for a certain property located at 103 S. 30th Avenue (Indigo Hotel) (Parcel 028N-07-078.00, PPIN 20837; Parcel 028N-07-076.00, PPIN 20839, Ward 3). The Board of Adjustments recommended to APPROVE on October 4, 2017.

Summary

103 S. 30th Avenue - FBC Variance - Sign

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION AND BOARD OF ADJUSTMENTS
October 4, 2017**

The Hattiesburg Planning Commission and Board of Adjustments did meet in a regular session on October 4, 2017 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
Judy Corts
Jessie Wilson
Rebekah Ray
Paul Sims

Commissioners Absent: Mark Miller
Sandra Thompson

Board Members Present: Dick Conville, Chairman
Amy Hinton, Vice-Chairman
Judy Corts
Jessie Wilson
Rebekah Ray
Paul Sims

Board Members Absent: Mark Miller

Also Present: Ginger Maddox, AICP, Planning Division Manager
Andrew Ellard, Director of Urban Development

Chairman Conville declared the meeting of the Hattiesburg Board of Adjustments open and in session at 1:01 P.M.

INVOCATION

Chairman Conville held a moment of silence for the victims of the mass shooting in Las Vegas, Nevada.

AGENDA REVIEW

There came the matter of the October 2017 Agenda. A request was made by Chairman Conville for a motion to approve the October 2017 Agenda. A motion was made to approve the October 2017 Agenda by Commissioner Hinton and seconded by Commissioner Corts.

Commissioners voting aye: Dick Conville, Chairman
Amy Hinton, Vice-Chairman
Judy Corts
Rebekah Ray
Paul Sims

Commissioners voting nay: None

Commissioners abstaining: None

Commissioners not present for vote: Jessie Wilson

MINUTES REVIEW

There came the matter of the September 6, 2017, minutes. A request was made by Chairman Conville for a motion to approve the September 6, 2017, 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
Judy Corts
Rebekah Ray
Paul Sims

Commissioners voting nay: None

Commissioners abstaining: None

Commissioners not present for vote: Jessie Wilson

REPORTS

BUILDING REPORT

There came the matter of the Building Report. The Building Official was not present. The building report was submitted in his absence.

PLANNING REPORT

There came the matter of the Planning Report by Ginger Maddox, Planning Division Manager. On September 18, 2017 the City Council Meeting held a public hearing for the appeals of the following items and voted as noted: City’s Comprehensive Plan 2008-2028, Tara Poole, map amendment, City Council voted to deny the amendment (HPC vote not upheld); 314 Bay Street, Corey Arrington, rezoning request, City Council voted to deny the zoning change (HPC vote upheld); 1711 S 28th Avenue, Chad Edmonson, rezoning request, City Council voted to approve zoning change (HPC vote upheld). On this date, the City Council also reviewed the following Hattiesburg Planning Commission recommendation and voted as follows: Text amendment to Section 6 Table 6.1 B-5 minimum and maximum setbacks, approved (HPC vote upheld). On this date, the City Council also reviewed the following Hattiesburg Board of Adjustments recommendations and voted as follows: Regions Mortgage Operations Center, 5214 Lincoln Road, variance for setback and variance for curb cut distance, approved (BOA votes upheld).

CHAIRMAN’S REPORT

There came the matter of the Chairman’s Report. There was none.

PUBLIC HEARING – PLANNING COMMISSION

Chairman Conville declared the Public Hearing open at 1:10 P.M. and read the rules and procedures of the hearing. There were no Planning Commission items on the agenda for October.

PUBLIC HEARING – BOARD OF ADJUSTMENTS

There came the matter of Item A (Variance), filed by Daniel Jussely, Applicant, on behalf of Rob O. Tatum, Owner, as required in the Midtown Form-Based Code, to request a variance from Article 5, Section 5.3.N. Projecting Signs (A) which states the overall area allocation is 1 square

foot per 1 foot of building width which permits 71.5 square feet of sign area and instead allow 162.5 square feet of sign area for a variance of 91 square feet of sign area and from Article 5, Section 5.3.N. Projecting Signs (B) which states the maximum sign height for a projecting sign on a building over 3 stories is 12 feet in height and instead allow 28.25 feet in height, for a variance of 16.25 feet in height and from Article 5, Section 5.3.N. Projecting Signs (D) which states the maximum width of a projecting sign is 4 feet in width and instead allow 5.75 feet in width for a variance of 1.75 feet in width for a certain property located at 103 S. 30th Avenue (Indigo Hotel) (Parcel 028N-07-078.00, PPIN 20837; Parcel 028N-07-076.00, PPIN 20839, Ward 3).

	Name	Address	City/State
<u>Presented by:</u>	Rob O. Tatum	11 Parkway Blvd.	Hattiesburg, MS
	- Owner		
<u>Proponents:</u>	Daniel Jussely	11 Parkway Blvd.	Hattiesburg, MS
	- Representative		
<u>Opponents:</u>	None		

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Corts made a motion to approve the request for a variance with the following criteria: that special conditions and circumstances do exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district. The motion was seconded by Commissioner Wilson.

Commissioners voting aye: Dick Conville, Chairman
Amy Hinton, Vice-Chairman
Judy Corts
Jessie Wilson
Rebekah Ray
Paul Sims

Commissioners voting nay: None

Commissioners abstaining: None

BUSINESS MEETING

There being no further business, the meeting was adjourned at 1:30 PM. Commissioner Ray made a motion to adjourn the meeting. The motion was seconded at Commissioner Hinton.

Dick Conville, Chairman

Ginger Maddox, AICP, CFM, Planning Division Manager

SUBJECT PARCEL: 103 South 30th Avenue

Daniel Jussely, Representative, Rob O. Tatum, Owner

The applicant requests a variance from Article 5, Section 5.3.N. Projecting Signs (A) which states the overall area allocation is 1 square foot per 1 foot of building width which permits 71.5 square feet of sign area and instead allow 162.5 square feet of sign area for a variance of 91 square feet of sign area and from Article 5, Section 5.3.N. Projecting Signs (B) which states the maximum sign height for a projecting sign on a building over 3 stories is 12 feet in height and instead allow 28.25 feet in height, for a variance of 16.25 feet in height and from Article 5, Section 5.3.N. Projecting Signs (D) which states the maximum width of a projecting sign is 4 feet in width and instead allow 5.75 feet in width for a variance of 1.75 feet in width for a certain property located at 103 S. 30th Avenue (Indigo Hotel) (Parcel 028N-07-078.00, PPIN 20837; Parcel 028N-07-076.00, PPIN 20839, Ward 3).



Photo taken from the north end of the building looking south

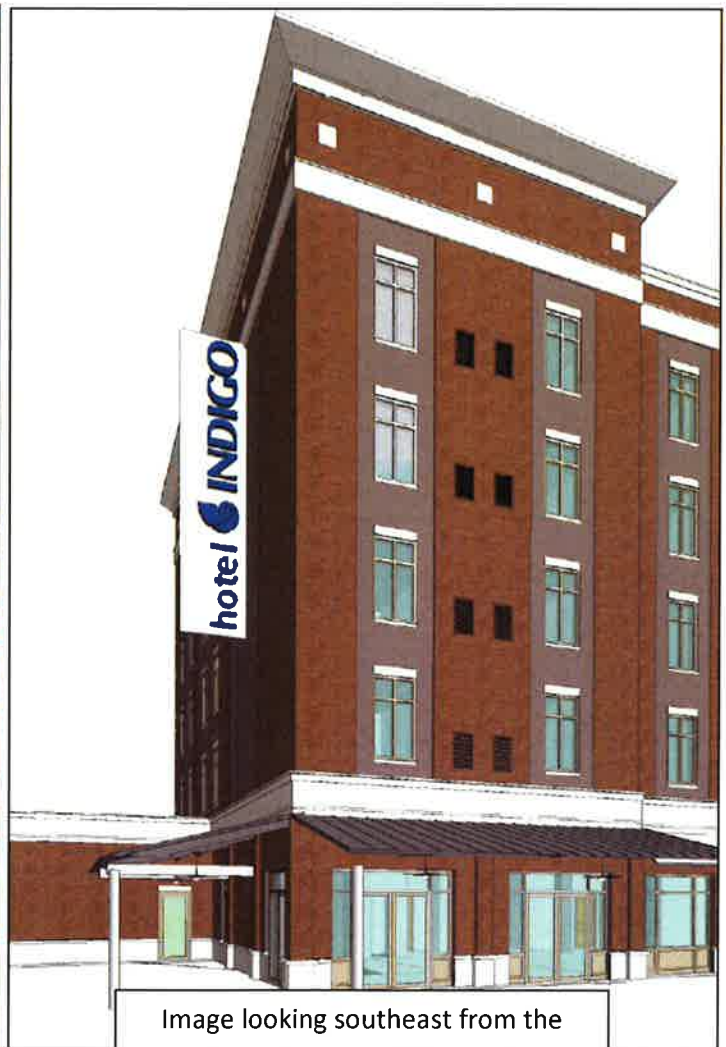
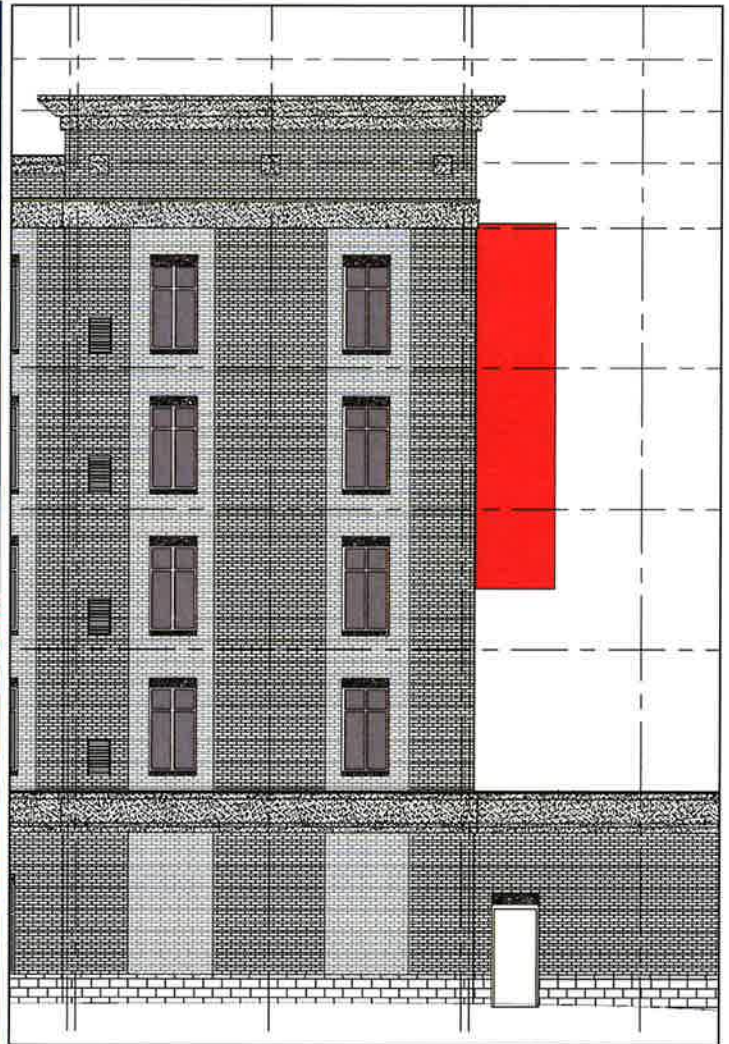


Image looking southeast from the northwest corner of the building

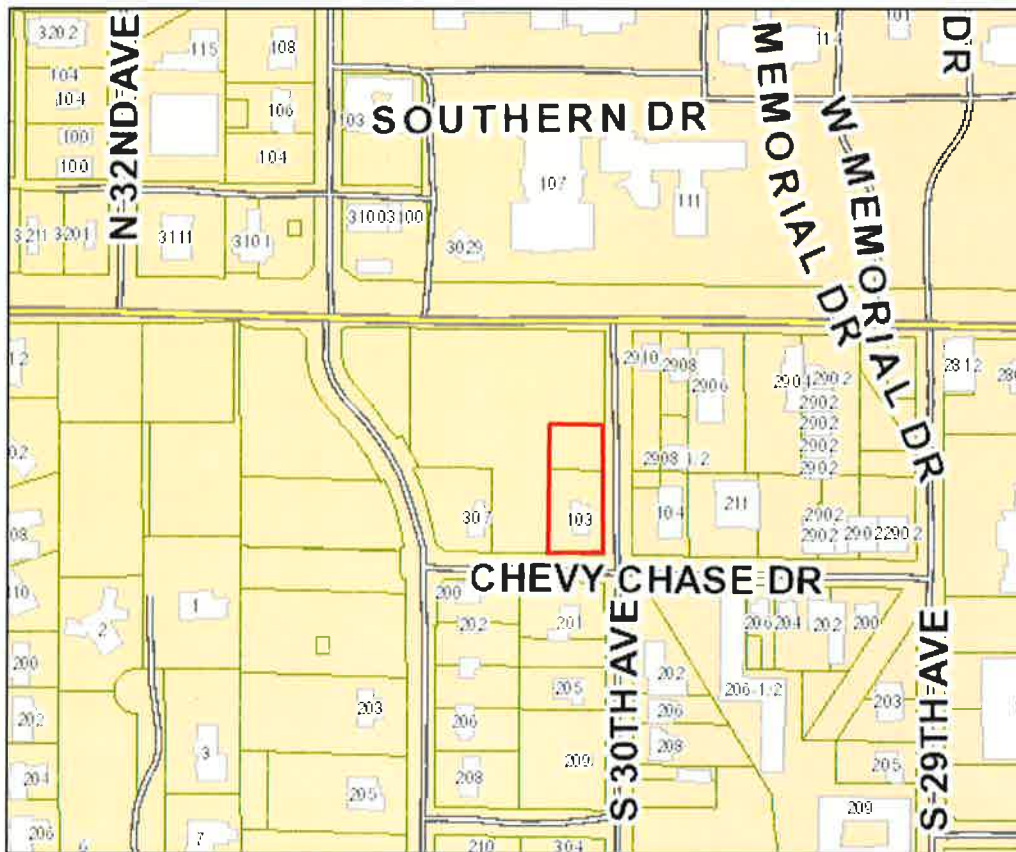
SUBJECT PARCEL: 103 South 30th Avenue

Daniel Jussely, Representative, Rob O. Tatum, Owner

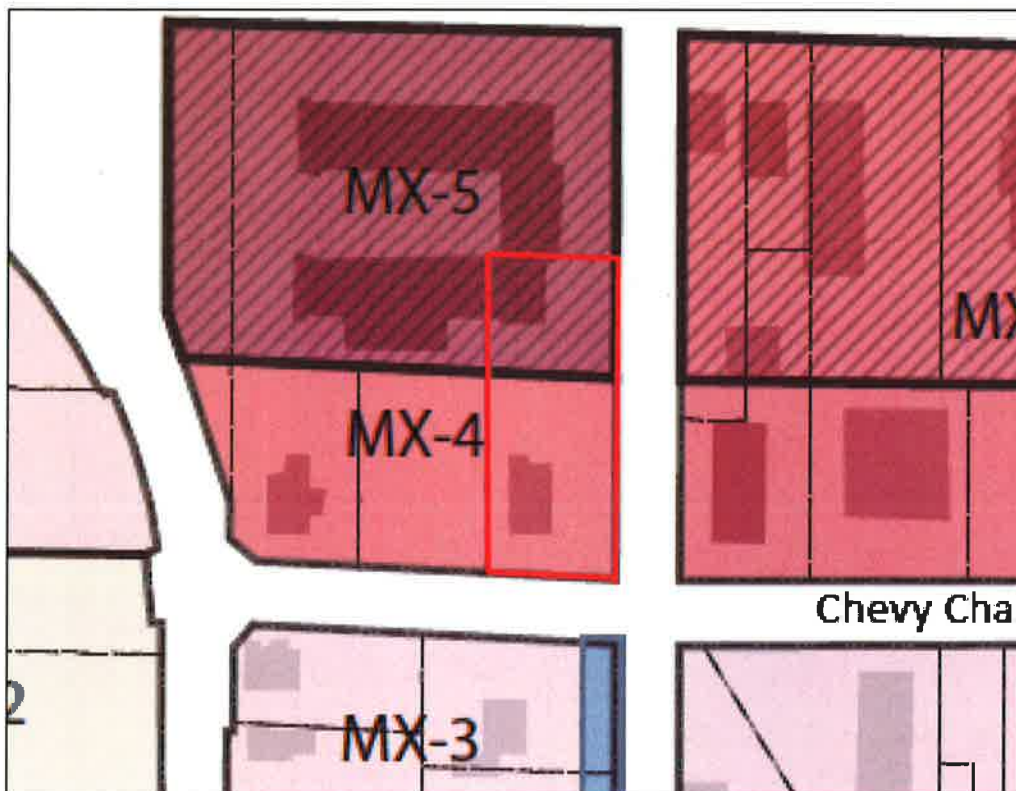
North end of building viewed from the East



Vicinity Map—Ward 3



Zoning—MX-5, MX-4, and HS



Site Aerial



SURROUNDING AREA

Northern Direction: R-3 (Multi-Family Residential) Commercial/University



Southern Direction: MX-3 (Mixed Use 3-Story) Residential



Eastern Direction: MX-4 (Mixed Use 4-Story) and HS (Hardy Street Overlay) Commercial



Western Direction: MX-4 (Mixed Use 4-Story) and MX-5 (Mixed Use 5-Story) and HS (Hardy Street Overlay) Commercial/Under construction





**Planning Commission
Case Fact Sheet**

Property Applicant: Daniel Jussely, Representative
Property Owner: Rob O. Tatum

Address of Properties:	Tax Parcels	PPIN:	Ward:
103 S. 30 th Avenue	028N-07-076.00	20839	3
	028N-07-078.00	20837	3

Request: **Variance**

Purpose of Request: To consider an application to request a variance from the Midtown Form-Based Code:

- Article 5, Section 5.3.N. Projecting Signs (A) which states the overall area allocation is 1 square foot per 1 foot of building width which permits 71.5 square feet of sign area and instead allow 162.5 square feet of sign area for a variance of 91 square feet of sign area;
- Article 5, Section 5.3.N. Projecting Signs (B) which states the maximum sign height for a projecting sign on a building over 3 stories is 12 feet in height and instead allow 28.25 feet in height, for a variance of 16.25 feet in height; and from
- Article 5, Section 5.3.N. Projecting Signs (D) which states the maximum width of a projecting sign is 4 feet in width and instead allow 5.75 feet in width for a variance of 1.75 feet in width for a certain property located at 103 S. 30th Avenue (Indigo Hotel)

Applicant Summary: See Attached

Applicable Regulations:

Article 5 **Site Development (Pg. 73)**

Section 5.3.N Projecting Signs: Standards (A) Overall area allocation (max) 1 square foot per 1 foot of building width.

Section 5.3.N Projecting Signs: Standards (B) Maximum sign height for a projecting sign on a building over 3 stories is 12 feet in height

Section 5.3.N Projecting Signs: Standards (D) the maximum width of a projecting sign is four (4) feet in width

Present Zoning: This parcel is currently zoned MX-4 (Mixed Use 4-Story) and MX-5 (Mixed Use 5-Story) and HS (Hardy Street Overlay)

Present Use: Mixed use, under construction

Surrounding Zoning and Land Use:

North: R-3 (Multi-Family Residential) Commercial/University
South: MX-3 (Mixed Use 3-Story) Residential
East: MX-4 (Mixed Use 4-Story) and HS (Hardy Street Overlay) Commercial
West: MX-4 (Mixed Use 4-Story) and MX-5 (Mixed Use 5-Story) and HS (Hardy Street Overlay) Commercial/Under construction

Most Nearly Bounded By (streets): This parcel is accessible from the North by Hardy Street, the East by South 30th Avenue, the South by Chevy Chase Drive, and the West by 31st Avenue.

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case as of September 19, 2017

History / Background: 16 Variances were issued to this development for the building locations, site design, and façade design. These variances were approved in April 2016 (site and building form only) & October 2016 (façade related only).

An application for Hotel Indigo signage was received by staff on August 21, 2017. A copy of the application is included and meets the code requirements for Crown Signs as submitted.

Basis for Approval: That special conditions and circumstances **(do / do not)** exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;

That literal interpretation of the provisions of this Code **(would / would not)** deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code;

Item: A
Daniel Jussely, Representative, Rob O. Tatum, Owner 103 South 30th Avenue
Request for a **Variance**

That the special conditions and circumstances **(do / do not)** result from the actions of the applicant;

That granting the variance requested **(will / will not)** confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

Variance Information (1 page)

Note: No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

1. List reasons why you feel that the property could not be reasonably used without the requested variance: This sign faces Hardy Street and allows vehicles to recognize the

hotel from a distance. Why does a 5 story hotel have to abide by the same sign requirements as a one story retail building?

2. All of the following conditions must be met before a variance can be recommended.

Explain and justify your proposal's compliance with each condition:

- a. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district.

The overall height of our hotel makes the sign requirement problematic. A reduced and lowered sign would be pointless. Furthermore, had we known we needed a variance for the sign, we would have applied for this last year along with the others we received

- b. That literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code.
- Five story hotel building should not be held to the same sign requirements as a one to two story retail building

- c. That the special conditions and circumstances do not result from the actions of the applicant.

Our entire signage package has to be approved by IHG. This is a lengthy process that we had to do after our plans were approved by the city. The drawings submitted and approved by the city have the same signs included, and we never received any comments on them so we thought we were okay

- d. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

A five story hotel building should not be required to abide by the same rule of signage as a one to two story retail building. In addition, having to change the sign size will hurt the overall aesthetics of the exterior of our building. This blade sign has always been the focal point of the

North side of our building

SEP 11 2017

14

SIGN PERMIT APPLICATION

RECEIVED

CITY OF HATTIESBURG - LAND DEVELOPMENT CODE OFFICE
P O BOX 1898 - HATTIESBURG, MS 39403-1898 - PHONE (601) 545-4559

Application must be completed IN FULL prior to any review by LDC Staff
Drawings CANNOT be faxed as they are typically illegible.
L.E.D. Signs must also be approved by the Site Plan Review Committee
for SPRC application contact 601-545-4599

DATE 8-18-17

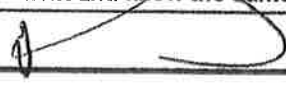
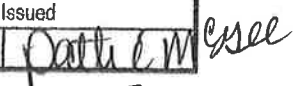
COPY

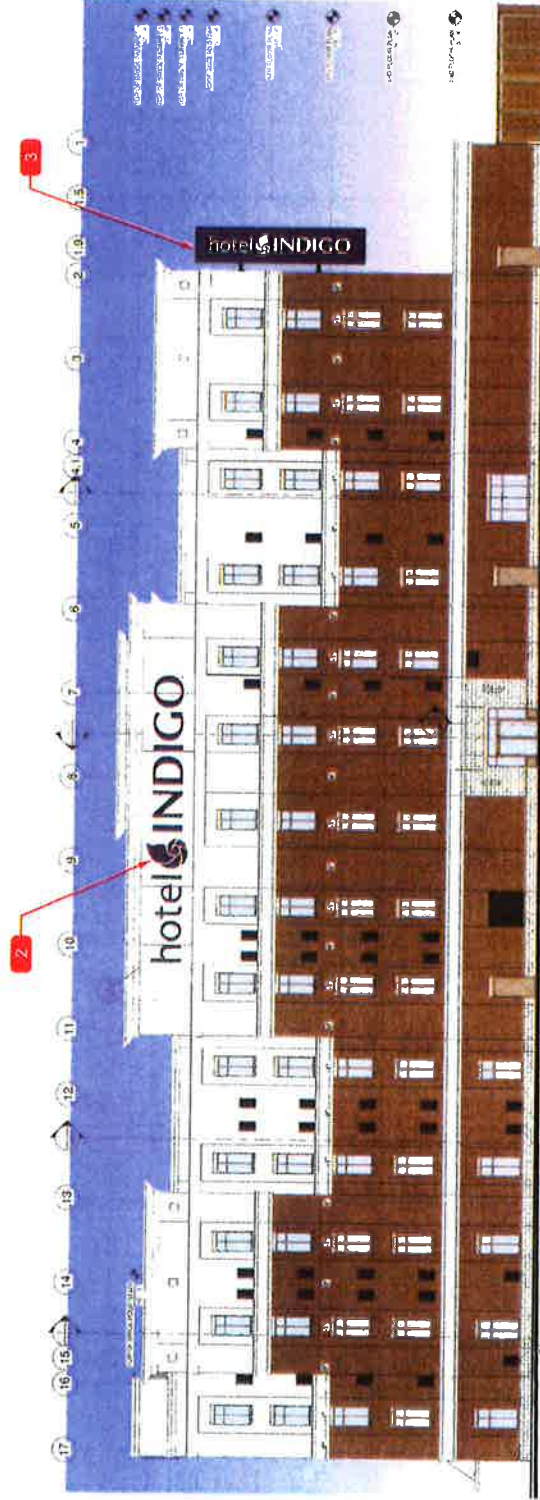
Name of Project	Hotel Indigo		
Property Address	103 S 30th Ave		
Phone Numbers (cell, office, etc.)			
City Hattiesburg	State MS	Zip 39402	County
If mailing address different from above - please complete the following information:			
Property Owner/Company Name			
Mailing address			
Phone Numbers (cell, office, etc.)			
City	State	Zip	County
Shaded areas are for L.D.C. Staff only			
Zoning Class	Historical District	Flood Zone	
Panel #	Map #	Eff. Date	
CONTRACTOR INFORMATION:		VERIFIED BY LDC:	
SIGN CONTRACTOR:	IMAGE SIGNS + NEON	INS 1/28/18	BOND N/A
ELECTRICAL:		INS	BOND
RESPONSIBLE PARTY FOR CLEANUP/DISPOSAL:		(SIGNATURE)	
Clean-up Contact Person:	DARLENE THOMAS	Company Name:	IMAGE SIGNS + NEON
Address:	310 S. 25TH AVE HATTIESBURG, MS 39401	Phone:	601-582-1642
The following items or information is required for review of this application			
Site Plan/Property Plat with sign location, setback and ALL sign and setback dimensions	(attach)		
Vicinity Map for Property Site Required	(attach)		
Parcel Number:	13-584-5-3	028N-02-076.00	PPIN # 20839
Corner Lot? (yes/no)	Interior Lot? (yes/no)	Church Sign? (yes/no)	
Are there any existing freestanding signs at this location? (yes/no)		School Sign? (yes/no)	
Engineer Certification (attach) as to:	Footing:	Wind load:	
State/Federal Permit Required (Highway Dept)	Yes:	No:	If yes, Permit #
Describe Scope of Work:	Permit and install:		
(1) 7.5'x21.5' Channel letter sign			
(1) 7.75'x47.75' Channel letter sign			
(1) 28.25'x5.75' Projecting sign			
Variance(s) Required?	How many	Section #	
	Requires:	Requests:	
	How many	Section #	
	Requires:	Requests:	

Ward #3

SIGN DETAIL

Check appropriate block(s) or indicate Letter		1st SIGN	2nd SIGN	3rd SIGN	4th SIGN
New Sign		X	X	X	
Replacing Existing Sign					
Change Out Face Only - NO change in size/message area					
Permanent Sign (P)	or Temporary Sign (T)	P	P	P	
Commercial (C)	or Non-Commercial (NC)	C	C	C	
Off Premise (need site plan) (Off)	or On Premise (On)	On	On	On	
Freestanding (F)	or Monument (M)				
Roof Sign (R)	or Projecting (P)			P	
L.E.D.	or Marquee (M)				
Building Mounted (B)	or Wall Mounted (W)	W	W	W	
Tubing or String of lights (T or S)	or Directional (D)				
Billboard (specify if single (S), "V" shaped (V) or back-to-back (B/B) style)					
Other (specify type)					

Give details for each proposed sign							
Street Frontage (Linear Foot)		ft		ft		ft	
Front Setback (to property line/not road)	F	ft	F	ft	F	ft	F
Nearest Side Setback (to property line/not road)	S	ft	S	ft	S	ft	S
Rear Setback (to property line/not road)	R	ft	R	ft	R	ft	R
Overall Sign Height (ground to top of pole)	H	ft	H	ft	H	ft	H
Ground Clearance	C	ft	C	ft	C	ft	C
Sign Height	H 7.5	ft	H 7.75	ft	H 28.25	ft	H
Sign Width	W 21.5	ft	W 47.75	ft	W 5.75	ft	W
Sign Depth	D 0.5	ft	D 0.5	ft	D 0.5	ft	D
How many sides? 1, 2, Multi (M), 3 dimensional (3)							
Distance between backs of signs (___B/B)		B/B		B/B		B/B	B/B
Standard Message Area Square Footage (per panel or section)	161.25	Sq Ft	370	Sq Ft	162.5	Sq Ft	Sq Ft
Standard Message Area Square Footage (per panel or section)		Sq Ft		Sq Ft		Sq Ft	Sq Ft
Standard Message Area Square Footage (per panel or section)		Sq Ft		Sq Ft		Sq Ft	Sq Ft
Standard Message Area Square Footage (per panel or section)		Sq Ft		Sq Ft		Sq Ft	Sq Ft
Standard Message Area Square Footage (per panel or section)		Sq Ft		Sq Ft		Sq Ft	Sq Ft
Standard Message Area Square Footage (per panel or section)		Sq Ft		Sq Ft		Sq Ft	Sq Ft
L.E.D. Message Area Square Footage		Sq Ft		Sq Ft		Sq Ft	Sq Ft
TOTAL Message Area for overall sign	161.25	Sq Ft	370	Sq Ft	162.5	Sq Ft	Sq Ft
L.E.D. Color							
Illuminated (I)	or Non-Illuminated (NI)	I					
Internally Illuminated (II)	or Externally Illuminated (EI)	II					
For Building or Wall Signs: Height of Wall - Size/Area	H 67.25	ft	H 67.25	ft	H 67.25	ft	H
For Building or Wall Signs: Width of Wall - Size/Area	W 198.5	ft	W 198.5	ft	W 71.5	ft	W
For Building or Wall Signs: Overall Wall - Size/Area	13349	Sq Ft	13349	Sq Ft	4808.25	Sq Ft	Sq Ft
For Billboards - Distance from closet billboard on same side of street		Ft		Ft		Ft	Ft
If Commercial Project over \$10,000 then you must provide an MPC Number #			Total Job Cost		\$		
			Permit Fee		\$		
I hereby certify that I have read and examined this statement and know the same to be true and correct:							
Print Name: DARLENE THOMAS				Signature: 			
Notes:							
Approved by:		Date approved		Date Issued			
Permit Number		Cross Ref. Permit		Prepared by: 			

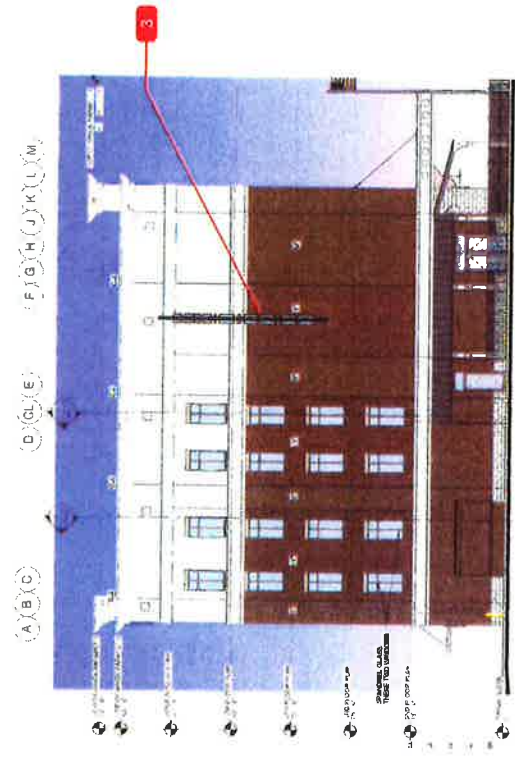


East Elevation - Proposed Internally Illuminated Linear Building Letters (Premium Option)
Scale : 1" = 20'

COPY



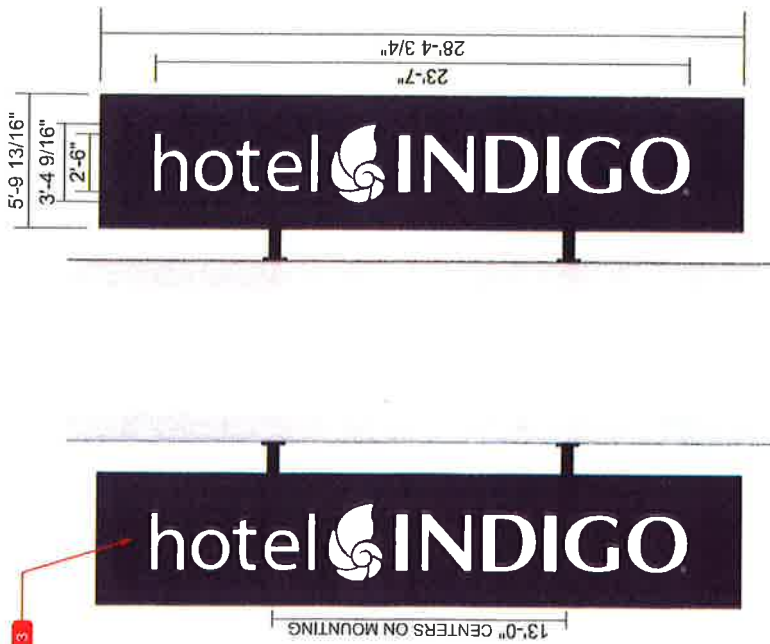
West Elevation - Proposed Internally Illuminated Stacked Building Letters (Premium Option)
 Scale : 1" = 20'



North Elevation - Proposed Vertical Blade Sign (Premium Option)
 Scale : 1" = 20'

COPY

HIG-B-30D-P



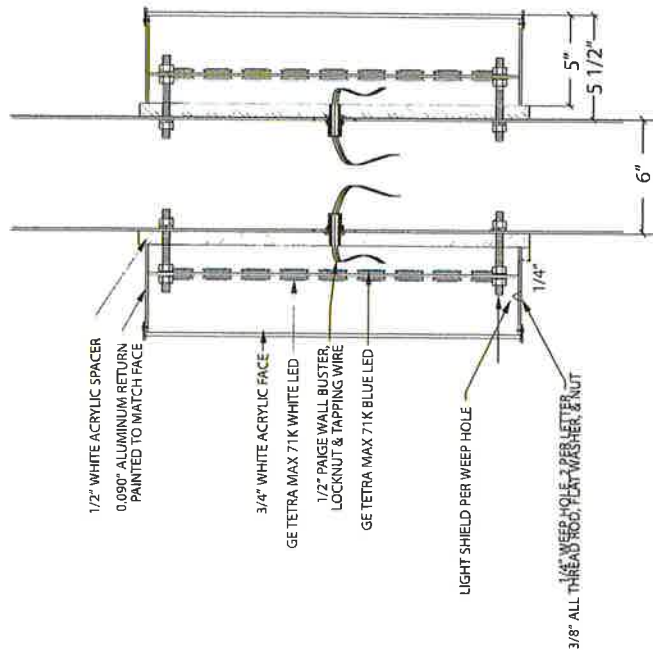
**FRONT ELEVATION - VERTICAL
BLADE SIGN (PREMIUM OPTION)**
SCALE: 3/16" = 1'-0"

Paint Specifications:	
MP 905	CLEANSTAR (CSLEW)
MP N202	MP 41-342 Brushed Aluminum
Mfg: Mathews Paint Web: www.mathewspanil.com Phone: 1-800-323-6593	

Vinyl Specifications:	
Under Ink Letters	3M 7735-10
Gloss White	3M 1555-02
Black Vinyl	3M 1555-02
White Vinyl	3M 1555-02
Mfg: 3M 3M Center Building 0220-12E-04 St. Paul, MN 55144 USA Web: www.3m.com/graphics Phone: 800.326.3906	



SIDE VIEW
SCALE: 3/16" = 1'-0"

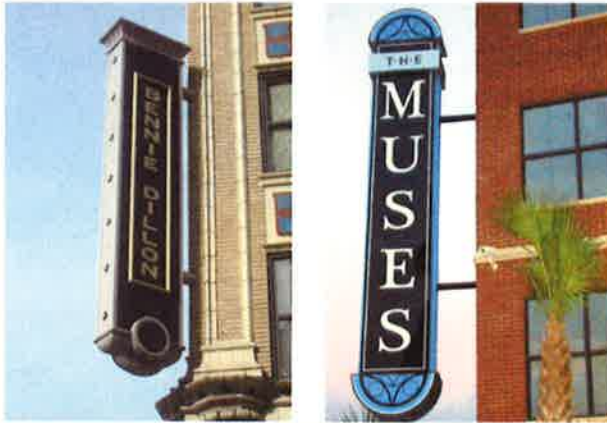


SIDE VIEW DETAIL
SCALE: N.T.S.

TOTAL SQUARE FOOTAGE = 80 SQ. FT.

COPY

N. Projecting Sign



Description

A sign that is wholly or partly dependent upon a building for support, which projects at an angle away from the building, extending more than 1 foot.

General Provisions

1. A projecting sign must be at least 25 feet from any other projecting sign.
2. A projecting sign may be erected on a building corner when the building corner adjoins the intersection of two streets. Allocation of sign area from both streets may be used, however, in no case can the sign exceed the maximum height and width standards.
3. The top of a projecting sign can be no higher than the top of the building. However, on one story buildings, the top of a projecting sign may have a maximum of 20% of the sign height above the top of the building.
4. For buildings four stories and higher, a projecting sign cannot be located above the window sills of the fourth story.
5. A projecting sign can be externally or internally illuminated under Sec. 5.3.S.



Standards

Ⓐ Overall area allocation (max)	Sec. 5.3.G
Ⓑ Height (max)	
1 story building	4'
2 story building	8'
3 or more story building	12'
Ⓒ Spacing from building facade (min/max)	1 1/2'
Ⓓ Projection width (max)	4'
Ⓔ Depth (max)	1'
Ⓕ Clear height above sidewalk (min)	12'

ELEVATION LEGEND

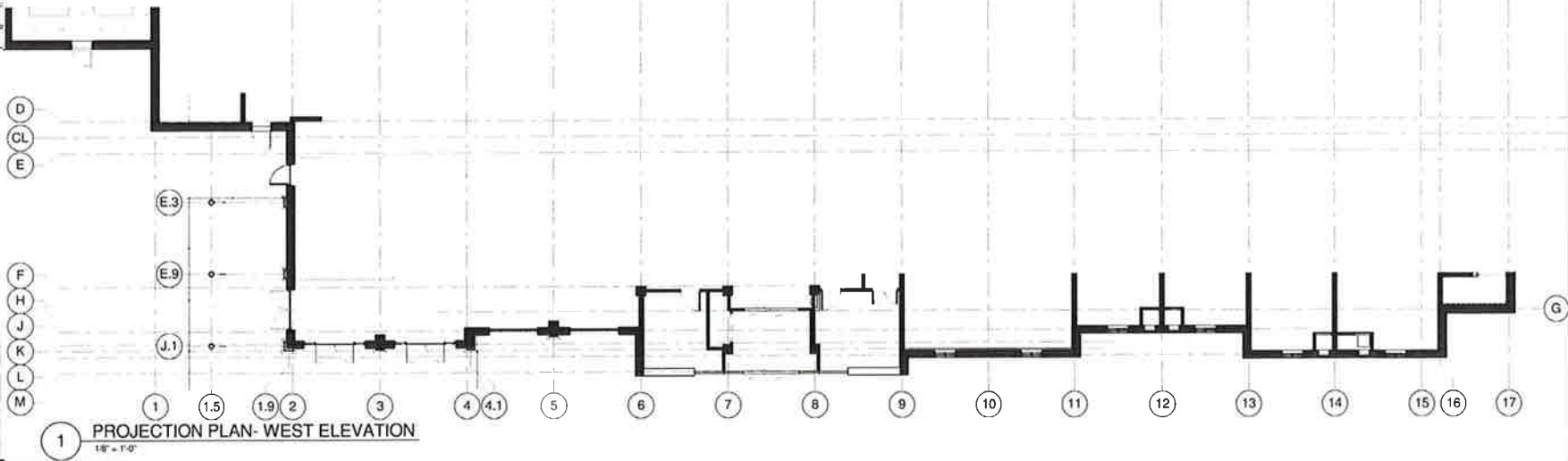
- 1 BRICK TYPE 1
- 2 STANDING SEAM METAL ROOF PANEL
- 3 4" x 12" ALUMINUM STOREFRONT WINDOW
- 4 CAST STONE
- 5 CAST STONE HEADER
- 6 EXTERIOR LIGHTING COORDINATE WITH ELECTRICAL
- 7 HOTEL INDIGO TRADEMARK SIGN
- 8 CAST STONE CHISELED FACE
- 9 CAST STONE SMOOTH FACE

ELEVATION LEGEND

- 10 24" HIGH EPS BAND (HIGHER)
- 11 24" HIGH EPS BAND (LOWER)
- 12 4" x 12" ALUMINUM STOREFRONT WINDOW
- 13 LOUVER COORDINATE WITH MECH
- 14 ENTRANCE CANOPY (MAJOR)
- 15 ENTRANCE CANOPY (MINOR)
- 16 EPS
- 17 ALUMINUM STOREFRONT SYSTEM



2 WEST ELEVATION
1/8" = 1'-0"



1 PROJECTION PLAN- WEST ELEVATION
1/8" = 1'-0"



9700 Village Circle, Ste 100
Lakeland, TN 38002
901.232.5533
Fax: 901.232.5534
www.igroup.biz



NEW CONSTRUCTION OF:
INDIGO HOTEL
HATTIESBURG, MS

Scale: 1/8" = 1'-0"

Project No: 10002

Author:

Date: 10-08-2016

A3.1



2 NORTH ELEVATION
1/8" = 1'-0"

ELEVATION LEGEND	
1	BRICK
2	STANDARD METAL ROOF PANEL
3	42" x 72" ALUMINUM STOREFRONT WINDOW
4	CAST STONE
4.1	CAST STONE HEADER
4.2	CAST STONE SILL
5	SUPPLY TRAIL ENCLOSURE
6	HOTEL INDIGO TRADEMARK SIGN

ELEVATION LEGEND	
7	CAST STONE CHIMNEY FACE
8	24" HIGH STUCCO BAND (UPPER)
9	24" HIGH STUCCO BAND (LOWER)
10	ENTRANCE CANOPY (MAJOR)
11	ENTRANCE CANOPY (MINOR)
12	STUCCO
13	STUCCO HEADER



1 SOUTH ELEVATION
1/8" = 1'-0"



3 3D View 2



4 3D View 3



Renaissance
Group

8700 Village Circle, Ste 100
Lakeland, TN 38003
801.332.5031
fax 801.332.5534
www.rgroup.biz



4	ARCHITECT	DATE	10/10/17
5	EXTERIOR ELEVATIONS	DATE	10/10/17
6	CHECKED	DATE	10/10/17
7	APPROVED	DATE	10/10/17

NEW CONSTRUCTION OF:
INDIGO HOTEL
HATTIESBURG, MS

EXTERIOR ELEVATIONS

10/10/17

Author

10-08-2018

A3.3

ELEVATION LEGEND

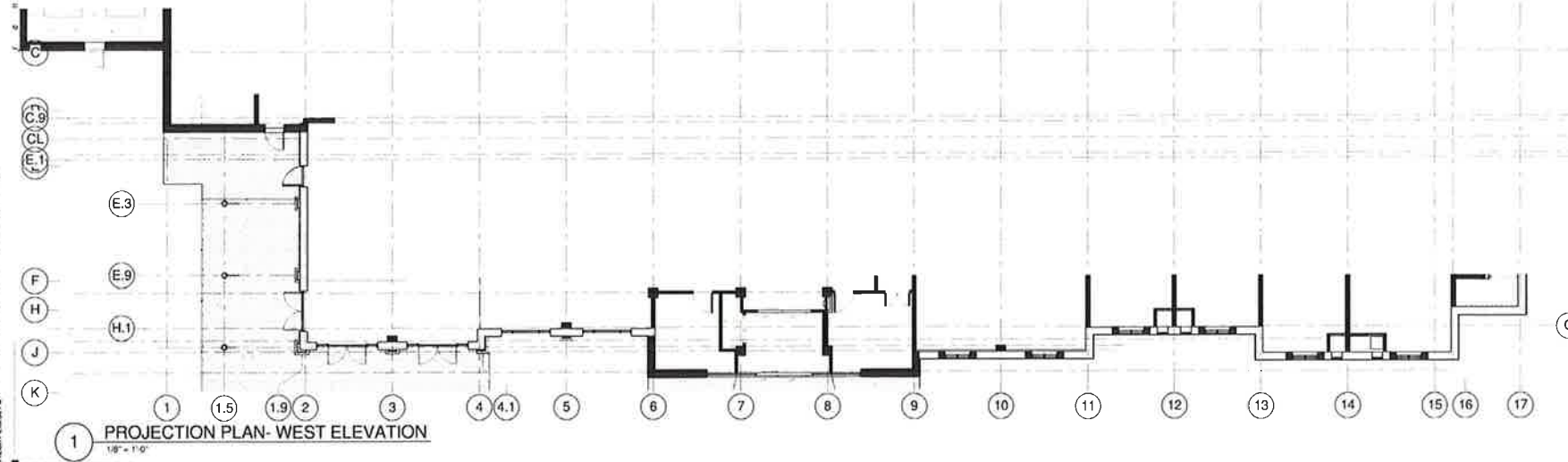
- 1 BRICK
- 2 STANDING SEAM METAL ROOF PANEL
- 3 40" x 72" ALUMINUM STOREFRONT WINDOW
- 4 CAST STONE
- 5 CAST STONE HEADER
- 6 CAST STONE SILL
- 7 EXTERIOR LIGHTING COORDINATE WITH ELECTRICAL
- 8 HOTEL WINDO TRADEMARK SIGN
- 9 CAST STONE CHESTNUT FACE

ELEVATION LEGEND

- 10 CAST STONE SMOOTH FACE
- 11 3" HIGH STUCCO BAND (HIGHER)
- 12 3" HIGH STUCCO BAND (LOWER)
- 13 40" x 80" ALUMINUM STOREFRONT WINDOW
- 14 LOUVER COORDINATE WITH MECH
- 15 ENTRANCE CANOPY (MAJOR)
- 16 ENTRANCE CANOPY (MINOR)
- 17 STUCCO
- 18 STUCCO HEADER
- 19 STUCCO SILL
- 20 ALUMINUM STOREFRONT SYSTEM



2 WEST ELEVATION
1/8" = 1'-0"



1 PROJECTION PLAN - WEST ELEVATION
1/8" = 1'-0"



Renaissance
Group

9700 Village Circle, Ste 100
Lakeland, TN 38002
901.332.5533
fax: 901.332.5534
www.rgroup.biz



DATE	DESCRIPTION	BY	CHK
4/1/18	ADD SIGN	SB	SB
11/1/18	APPROVE	SB	SB

NEW CONSTRUCTION OF:
INDIGO HOTEL

HATTIESBURG, MS

Scale for
EXTERIOR ELEVATIONS

1:5000

Author

10-06-2018

A3.1



2 NORTH ELEVATION
1/8" = 1'-0"

ELEVATION LEGEND

1	BRICK
2	STANDING SEAM METAL ROOF PANEL
3	1/2" x 2" ALUMINUM STOREFRONT WINDOW
4	CAST STONE
5	CAST STONE HEADER
6	CAST STONE SILL
7	DUMPSTER ENCLOSURE
8	HOTEL INDIGO TRADEMARK SIGN

ELEVATION LEGEND

9	CAST STONE CHISELED FACE
10	2" HIGH STUCCO BAND (UPPER)
11	3/4" HIGH STUCCO BAND (LOWER)
12	ENTRANCE CANOPY (MAJOR)
13	ENTRANCE CANOPY (MINOR)
14	STUCCO
15	STUCCO HEADER



1 SOUTH ELEVATION
1/8" = 1'-0"



3 3D View 2



4 3D View 3



9700 Village Circle, Ste 100
Lakeland, TN 38002
901.332.5533
fax 901.332.5534
www.group.biz



NEW CONSTRUCTION OF:
INDIGO HOTEL
HATTIESBURG, MS

EXTERIOR ELEVATIONS

DATE

AUTHOR

15/06/2016

A3.3



City of Hattiesburg, MS

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

Master

File Number: 2017-807

File ID: 2017-807

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Ann Jones

File Created: 10/12/2017

Brief Title: Manpower Adjustments-Urban Development

Final Action: 10/17/2017

Minute Book Number: MB2017-430

Title:

Approve or deny manpower adjustments for Urban Development Department in accordance with Ordinance Number 3154.

Notes:

Agenda Date: 10/17/2017

Indexes:

Agenda Number: VI.-5

Sponsors:

Enactment Date:

Attachments: Copy of Council Wage Change Request-Urban Development Position 299-6 Split, Copy of Council Wage Change Request-Code Enforcement Clerk

Enactment Number:

Contact:

Meeting Date: 10/17/2017

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/17/2017	Approve				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to Approve manpower adjustments for Urban Development Department in accordance with Ordinance Number 3154.							
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 2017-807

Title

Approve or deny manpower adjustments for Urban Development Department in accordance with Ordinance Number 3154.

Summary

Manpower adjustments for Urban Development Department

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG

COUNCIL WAGE CHANGE REQUEST FORM

<i>Request Number</i>	2
<i>Date of Request</i>	10/17/2017
<i>Employee Name</i>	

CURRENT

<i>Department</i>	Urban Development
<i>Position Title</i>	Planner
<i>Position Number</i>	294-6
<i>Annual Rate of Pay</i>	\$38,084.00

CHANGE

<i>Department</i>	Urban Development
<i>Position Title</i>	Planner
<i>Position Number</i>	294-6 & 294-7
<i>Annual Rate of Pay</i>	294-6 (\$25,000) 294-7 (\$13,084)
<i>This Position became Vacant on:</i>	Flood Manager Position
<i>Reason for Requested Change</i>	Would like to split F/T position into two (2) part-time positions. Lindsey Coleman will continue to work p/t in 294-7 while 294-6 will work p/t as flood manager

BUDGET

<i>Request Currently Budgeted?</i>	In 2017-2018 Budget
<i>Is a Budget Amendment Required?</i>	No additional funding required; only reorganization

CITY OF HATTIESBURG

COUNCIL WAGE CHANGE REQUEST FORM

Request Number	1
Date of Request	10/17/2017
Employee Name	

CURRENT

Department	Urban Development
Position Title	Office Assistant-Code Enforcment/Environmental Court Clerk
Position Number	226-76
Annual Rate of Pay	\$23,400.00

CHANGE

Department	Urban Development
Position Title	Office Assistant-Code Enforcment/Environmental Court Clerk
Position Number	226-76
Annual Rate of Pay	\$26,520.00
This Position became Vacant on:	10/1/2017
Reason for Requested Change	Increase position by \$3,120.00 to move a lateral transfer into this position. Will use remaining funds from 3-17 to fund future Urban Development organizational changes.

BUDGET

Request Currently Budgeted?	In 2017-2018 Funding
Is a Budget Amendment Required?	No Additional Funding needed. Only Reorganization.



City of Hattiesburg, MS

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

Master

File Number: 2017-808

File ID: 2017-808

Type: Regular Agenda Item

Status: Passed

Version: 2

Reference:

In Control: City Council

Requester: Ann Jones

File Created: 10/13/2017

Brief Title: Creating second Assistant Police Chief position

Final Action: 10/17/2017

Minute Book Number: MB2017-430

Title:

Approve or Deny to create a second Assistant Police Chief position in the amount of \$75,340.00.

Notes:

Agenda Date: 10/17/2017

Indexes:

Agenda Number: VI.-6

Sponsors:

Enactment Date:

Attachments: Copy of Council Wage Change Request-Assistant Police Chief Position

Enactment Number:

Contact:

Meeting Date: 10/17/2017

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	10/17/2017	Approve				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve to create a second Assistant Police Chief position in the amount of \$75,340.00.							
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 2017-808

Title

Approve or Deny to create a second Assistant Police Chief position in the amount of \$75,340.00.

Summary

Creating second Assistant Police Chief position

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG

COUNCIL WAGE CHANGE REQUEST FORM

<i>Request Number</i>	1
<i>Date of Request</i>	10/17/2017
<i>Employee Name</i>	

CURRENT

<i>Department</i>	
<i>Position Title</i>	
<i>Position Number</i>	
<i>Annual Rate of Pay</i>	

CHANGE

<i>Department</i>	Police Department
<i>Position Title</i>	Assistant Polcie Chief
<i>Position Number</i>	
<i>Annual Rate of Pay</i>	\$75,340.00
<i>This Position became Vacant on:</i>	
<i>Reason for Requested Change</i>	Create second Assistant Police Chief position until current Assistant Police Chief retires summer of 2018

BUDGET

<i>Request Currently Budgeted?</i>	No
<i>Is a Budget Amendment Required?</i>	Add to Fiscal Year 2017-2018 Budget



City of Hattiesburg, MS

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

Master

File Number: 2017-796

File ID: 2017-796

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 10/09/2017

Brief Title: Depot to Chain Park contract

Final Action: 10/17/2017

Minute Book Number: MB2017-430-431

Title:

Authorize Mayor to execute multiple copies of contract with Precision Construction, LLC for the Pathway Improvements from Train Depot to Chain Park project (Project No. STP-8771-00(002) LPA/106943-701000) awarded pending MDOT concurrence at MB 2017-113; plans and specifications approved at MB 2016-291.

Notes: shouldn't contract be attached since authorization to execute contract is being requested? jb

Agenda Date: 10/17/2017

Indexes:

Agenda Number: VI.-7

Sponsors:

Enactment Date:

Attachments: Concurrence in Award Letter - City of Hattiesburg 106943, Contract and Payment Bond Only, 106943-701000 Final Specs, executed letter & Contract and Payment Bond Only

Enactment Number:

Contact:

Meeting Date: 10/17/2017

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	10/17/2017	Authorize				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Authorize Mayor to execute multiple copies of contract with Precision Construction, LLC for the Pathway Improvements from Train Depot to Chain Park project (Project No. STP-8771-00(002) LPA/106943-701000) awarded pending MDOT concurrence at MB 2017-113; plans and specifications approved at MB 2016-291.							
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 2017-796

Title

Authorize Mayor to execute multiple copies of contract with Precision Construction, LLC for the Pathway Improvements from Train Depot to Chain Park project (Project No. STP-8771-00(002) LPA/106943-701000) awarded pending MDOT concurrence at MB 2017-113; plans and specifications approved at MB 2016-291.

Summary

Depot to Chain Park contract

Budget Information

072201.7225.07

Melinda L. McGrath
Executive Director

P. O. Box 1850
Jackson, MS 39215-1850
Telephone (601) 359-7001
FAX (601) 359-7110
GoMDOT.com



James A. Williams, III
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Willie Huff
Director, Office of Enforcement
Charles R. Carr
Director, Office of Intermodal Planning

September 15, 2017

Honorable Toby Barker
Mayor, City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

RE: STP-8771-00(002)LPA/106943-701000
Forrest County

Dear LPA Official:

This is to advise that the Mississippi Transportation Commission has concurred in your request to award the contract for the construction of the subject project and you are hereby authorized to send the Notice of Award Letter and contract documents to Precision Construction LLC, Hattiesburg, MS. Upon execution of the contract, you are authorized to issue the Notice to Proceed/Notice of Execution to the contractor and copies of this Notice should be furnished to the Chief Engineer, State Local Public Agency Engineer, Materials Engineer and Construction Engineer, MDOT, Box 1850, Jackson, Mississippi 39215, and to the District Engineer P.O. Box 551, Hattiesburg, MS 39403 & District LPA Coordinator, 16499 Highway 49, Saucier, MS 39574. Prior approval by MDOT is required for any Supplemental Agreement and Quantity Adjustment to become part of this contract. See Chapter 7, Item 7.5 Supplemental Agreements in the on-line PDM (www.gomdot.com, Projects, Local Public Agencies).

The LPA's percentage share (20%) will be deducted from each monthly LPA-001 (Generated by MDOT's LPA Site Manager). The Construction Engineering Estimate will be generated in the LPA Division and will be e-mailed to your consultant (Neel-Schaffer, Inc.) to set up the monthly engineering progress estimate. The total project cost (consists of the low bid, the CE&I amount, and contingencies) for this project is \$640,039.00. Federal funds in the amount of \$518,373.00 will be applied toward this project. As a reminder, any cost exceeding the federal amount of \$518,373.00 will be borne by the LPA.

The CFDA number, **20.205-Highway Planning and Construction**, is to be used on the Schedule of Federal Expenditures to report the federal project expenditures incurred in the current fiscal year.

Your attention is respectfully directed to the on-line PDM as it pertains to engineering and supervision of the construction and sampling and testing of materials. Also, as contained in the PDM, it is requested that ten (10) copies of the executed proposal, contract documents, and half scale plans be furnished to this office for distribution. One of these copies must be certified by the LPA as a true and correct copy of the original.

Attached are the original OCR-481-LPA Forms for the referenced project. Copies of this original, approved form must be inserted into each of the executed contracts. The LPA must retain the Original OCR-481-LPA Form for their files.

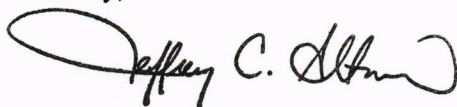
There are several forms used to monitor the contractor's progress in administering the Disadvantaged Business Enterprise requirements in this contract: OCR-482-LPA, OCR-483-LPA, OCR-484-LPA, OCR-487-LPA. If you have questions concerning usage of these forms and what you should do with them, you may contact the Civil Rights Division, Box 1850, Jackson, Mississippi, or @ (601) 359-7466.

Also, included in the attachments are the following forms:

- RPS-1 (Rev. 5-05) - Request for Permission to Subcontract, which we are recommending that LPA's utilize unless they have their own form. Please do not use the MDOT CAD-720 form.
- NRAA-1 (Rev 6-05) - Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246).
- SCC-1 (Rev. 12-02) - Sub-Contract Certification for Federal Aid Projects.

It will be necessary to hold a preconstruction conference **before the contract time is scheduled to begin** and **before the beginning of any construction** on this project. Please contact your District LPA Coordinator for the persons that should be included in attendance at the preconstruction conference.

Sincerely,



Jeffrey C. Altman, P. E.
State Engineer, Local Projects

JCA:phm

cc: Commissioner Tom King
Chief Engineer
Asst. Chief Engr.-Operations
Construction Engineer
Materials Division
District Engineer
Civil Rights DBE Coordinator
Federal Highway Administration

LPA Division
District LPA Coordinator (Seyfarth, Starita)

Neel-Schaffer, Inc.
Office File
Central File

LPA PROJECT

DISADVANTAGED BUSINESS ENTERPRISE LIST

✓ 9/11/17

PROJECT NUMBER :

STP-8771-00(002) LPA/106943-701000

NAME OF DBE FIRM:

Daw Corporation

☒ RACE CONSCIOUS

☐ RACE NEUTRAL

COUNTY:

Forrest

CITY :

Hattiesburg

A	B	C
REFERENCE NUMBER OF ITEMS	PERCENT WORK SUBCONTRACTED , (SEE NOTE 4 & 5 BELOW)	VALUE OF ITEM (SUBCONTRACTED , MANUFACTURED OR SUPPLIED)
907-216-B001	100%	\$19,125.00
TOTAL		\$19,125.00
PER CENT OF TOTAL BID		3.6%

*** I ACKNOWLEDGE AND COMMIT TO THE ITEMS AND PRICES STATED ABOVE. ***

Samuel J. Brown
SIGNATURE OF DBE

N. Imhoff
SIGNATURE OF PRIME

DATE APPROVED:

2/27/2017

APPROVED BY:

Lamar Rutland

LPA Project Director Name (Printed)

Lamar Rutland
LPA Project Director (Signature)

Precision Construction LLC

Prime Contractor Firm Name

Nathan Smutzer

Submitted By Name

President

TITLE

I AGREE TO SUBCONTRACT OR PURCHASE MATERIAL FROM THE DBE FIRM LISTED ABOVE AND I MAKE THIS COMMITMENT WITH THE UNDERSTANDING THAT IF I FAIL FOR GOOD REASON TO FULFILL THIS COMMITMENT I HAVE LISTED I WILL FULFILL THE TERMS OF MY CONTRACT AS LONG AS I REACH OR EXCEED THE CONTRACT GOAL OF 5 %.

INSTRUCTIONS :

1. SUBMIT THIS FORM TO THE **LPA Project Director** FOR THEIR SIGNATURE NO LATER THAN THE THIRD (3) CALENDER DAY AFTER THE OPENING OF THE BIDS.
2. 60 % CREDIT IS ALLOWED TOWARD THE DBE GOAL FOR SUPPLIERS.
3. THE ACTUAL SUBCONTRACT AGREEMENT MUST EQUAL OR EXCEED THE DOLLAR AMOUNT SHOWN IN COLUMN " C " .
4. IF THE DBE FIRM PERFORMS " ALL OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM ENTER 100 % IN COLUMN " B " .
5. IF THE DBE FIRM PERFORMS " A PORTION OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM THE PERCENTAGE IS CALCULATED BASED ON THE TOTAL VALUE OF THE ITEM AND ENTERED IN COLUMN " B " . A BREAKDOWN OF THE COST MUST ACCOMPANY THIS SITUATION.

\$529,780²

LPA
Project No.
Description
County

City of Hattiesburg
STP-0210-00(026) LPA/106412-701000
Pathway Improvements from Train Depot to Chain Park
Forrest

Pay Item	Description	Quantity	Unit	Bid Price	Extension
620-A001	Mobilization	1	LS	49,500.00	49,500.00
	Mobilization - TCP	1	LS	2,980.00	2,980.00
	Mobilization - Precision Construction, LLC	1	LS	13,240.00	13,240.00
	Overhead & Profit	1	LS	3,500	3,500
	Tax & Bond	1	LS	29,780	29,780

LOCAL PUBLIC AGENCY (LPA)

SECTION 902

CONTRACT FOR Federal Aid Project No. STP-8771-00(002)LPA/106943-701000

LOCATED IN THE COUNTY OF Forrest

STATE OF MISSISSIPPI,

This contract entered into by and between the Local Public Agency City of Hattiesburg (hereinafter "LPA") on one hand, and the undersigned contractor, on the other witnesseth;

That, in consideration of the payment by the LPA of the prices set out in the proposal hereto attached, to the undersigned contractor, such payment to be made in the manner and at the time of times specified in the specifications and the special provisions, if any, the undersigned contractor hereby agrees to accept the prices stated in the proposal in full compensation for the furnishing of all materials and equipment and the executing of all the work contemplated in this contract.

It is understood and agreed that the advertising according to law, the Advertisement, the instructions to bidders, the proposal for the contract, the specifications, the revisions of the specifications, the special provisions, and also the plans for the work herein contemplated, said plans showing more particularly the details of the work to be done, shall be held to be, and are hereby made a part of this contract by specific reference thereto and with like effect as if each and all of said instruments had been set out fully herein in words and figures.

It is further agreed that for the same consideration the undersigned contractor shall be responsible for all loss or damage arising out of the nature of the work aforesaid; or from the action of the elements and unforeseen obstructions or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work, exceptions being those specifically set out in the contract; and for faithfully completing the whole work in good and workmanlike manner according to the approved Plans, Specifications, Special Provisions, Notice(s) to Bidders and requirements of the LPA.

It is further agreed that the work shall be done under the direct supervision and to the complete satisfaction of the LPA or their authorized representatives, and when Federal Funds are involved subject to inspection at all times and approval by the Mississippi Department of Transportation or Federal Highway Administration, or its agents as the case may be, or the agents of any other Agency whose funds are involved in accordance with those Acts of the Legislature of the State of Mississippi approved by the Governor and such rules and regulations issued pursuant thereto by the Mississippi Transportation Commission and the authorized Federal Agencies.

The Contractor agrees that all labor as outlined in the Special Provisions may be secured from list furnished by

Manager, WIN Job Center nearest the project

It is agreed and understood that each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and, if through mere mistake or otherwise any such provision is not inserted, then upon the application of either party hereto, the contract shall forthwith be physically amended to make such insertion.

The Contractor agrees that he has read each and every clause of this Contract, and fully understands the meaning of same and that he will comply with all the terms, covenants and agreements therein set forth.

Witness our signatures this the ____ day of _____, 20__.

Precision Construction LLC
Contractor(s)

By [Signature]

Title President

Signed and sealed in the presence of:
(Names and address of witnesses)

[Signature] 15 CHARLES DR. HATTIESBURG, MS 39402

By _____
LPA Official

LPA Clerk

Award authorized by the LPA in session on the ____ day of _____, 20__, as recorded _____

LOCAL PUBLIC AGENCY (LPA)

Bond # 4799399

S E C T I O N 9 0 3
PERFORMANCE AND PAYMENT BOND

CONTRACT BOND FOR Federal Aid Project No. STP-8771-00(002)LPA/106943-701000

LOCATED IN THE COUNTY OF Forrest

STATE OF MISSISSIPPI,

Know all men by these presents: that we, Precision Construction, LLC
(Contractor)

(hereinafter "Principal"), a Corporation

residing at 15 Chanticleer Drive, Hattiesburg, MS 39403 in the State of Mississippi

and Westfield Insurance Company

(Surety)

residing at 1 Park Circle, Westfield Center in the State of Ohio

authorized to do business in the State of Mississippi, under the laws thereof, as surety, are held and firmly bound unto the Local Public Agency city of Hattiesburg, (hereinafter "LPA"), in the sum of (**\$ five hundred twenty-nine thousand, seven hundred eighty and 00/100**) Dollars, lawful money of the United States of America, to be paid to it for which payment well and truly to be made, we bind ourselves, our heirs, administrators, successors, or assigns jointly and severally by these presents.

The conditions of this bond are such, that whereas the said Principal, has (have) entered into a contract with the LPA, bearing the date of _____ day of _____ A.D. 2017 hereto annexed, for the construction of certain project(s) in the State of Mississippi as mentioned in said contract in accordance with the Contract Documents therefor, on file in the offices of the LPA.

Now therefore, if the above bounden Principal in all things shall stand to and abide by and well and truly observe, do keep and perform all and singular the terms, covenants, conditions, guarantees and agreements in said contract contained on his (their) part to be observed, done, kept and performed and each of them, at the time and in the manner and form and furnish all of the material and equipment specified in said contract in strict accordance with the terms of said contract which said plans, specifications and special provisions are included in and form a part of said contract and shall maintain the said work contemplated until its final completion and acceptance as specified in Subsection 109.11 of the approved specifications, and save harmless said LPA from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said principal (s), his (their) agents, servants, or employees in the performance of said work or in any manner connected therewith, and shall be liable and responsible in a civil action instituted by the LPA at the instance of any officer of the LPA authorized in such cases, for double any amount in money or property, the LPA may lose or be overcharged or otherwise defrauded of, by reason of wrongful or criminal act, if any, of the Contractor(s), his (their) agents or employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety

LOCAL PUBLIC AGENCY (LPA)

Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages, any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the LPA Official, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

Precision Construction, LLC

(Contractors) Principal

By



Westfield Insurance Company

Surety

By


(Signature) Attorney-in-Fact
Kimberly B. Barhum
Address: 1 Park Circle

Westfield Center, OH 44251

Title

President

(Contractor's Seal)

BancorpSouth Insurance Services - Kimberly B. Barhum
(Printed) Mississippi Agent


(Signature) Mississippi Agent

Address: P.O. Box 1976

Hattiesburg, MS 39403-1976

(Surety Seal)

10000598

Mississippi Insurance ID Number

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 03/29/16, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

POWER NO. 2320202 13

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
DAVID R. FORTENBERRY, RICHARD T. JONES, MARY J. NORVAL, KIMBERLY B. BARHUM, JOINTLY OR SEVERALLY

of **HATTIESBURG**

and State of **MS** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship**.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"*Be it Resolved*, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"*Be it Further Resolved*, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 29th day of **MARCH** A.D., 2016.



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina

ss.:

On this 29th day of **MARCH** A.D., 2016, before me personally came **Dennis P. Baus** to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio**; that he is **National Surety Leader and Senior Executive** of **WESTFIELD INSURANCE COMPANY**, **WESTFIELD NATIONAL INSURANCE COMPANY** and **OHIO FARMERS INSURANCE COMPANY**, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



State of Ohio
County of Medina

ss.:

David A. Kotnik
David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this _____ day of _____ A.D. 2017



Frank A. Carrino
Frank A. Carrino, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/25/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

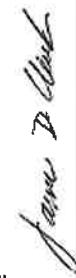
PRODUCER		CONTACT NAME: Debbie Dearman	
The Nowell Agency, Inc.		PHONE (A/C, No. Ext): (601)268-8838	FAX (A/C, No): (601)268-2023
2010 Oak Grove Rd.		E-MAIL ADDRESS: debbie.dearman@nowellagency.com	
Bldg. 1			
Hattiesburg			
INSURED		INSURER(S) AFFORDING COVERAGE	
MS 39402		INSURER A: Nationwide Mutual Insurance Co. NAIC # 23787N	
PRECISION CONSTRUCTION LLC		INSURER B: Nationwide General Insurance Company 23760N	
348 S LAKE DR		INSURER C: Nationwide Mutual Fire Insurance Company 23779N	
HATTIESBURG		INSURER D: Liberty Mutual Insurance Group	
MS 39401-9495		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1792520265 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
			ACPGLO5664801340	03/03/2017	03/03/2018	MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
B	GENTL AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PROJECT ☐ LOC					PRODUCTS - COMP/OP AGG \$ 1,000,000
	OTHER:					MISC \$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
C	☒ ANY AUTO					BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS ONLY					Comm Auto Plus Cov \$
D	☒ UMBRELLA LIAB					EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB					AGGREGATE \$ 5,000,000
	DED RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE OTH-ER
D	☐ Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
City of Hattiesburg P O Box 1898 Hattiesburg	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
MS 39403	AUTHORIZED REPRESENTATIVE 

*SPECIAL PROVISIONS, PROPOSAL AND CONTRACT DOCUMENTS
FOR*

*THE CONSTRUCTION OF SIDEWALK
FEDERAL AID PROJECT NUMBER
STP 8771-00(002) LPA/106943-701000*

***PATHWAY IMPROVEMENTS FROM TRAIN
DEPOT TO CHAIN PARK***

***FOR THE
CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY***



2016

PREPARED BY



6/9/2016



**BIDDER CHECK LIST
(FOR INFORMATION ONLY)**

- _____ All unit prices and item totals have been entered in accordance with Subsection 102.06 of the Mississippi Standard Specifications for Road and Bridge Construction.
- _____ First sheet of SECTION 905--PROPOSAL has been completed.
- _____ Second sheet of SECTION 905--PROPOSAL has been completed and signed.
- _____ Addenda, if any, have been acknowledged. Second sheet of Section 905 listing the addendum number has been substituted for the original second sheet of Section 905. Substituted second sheet of Section 905 has been properly completed, signed, and added to the proposal.
- _____ DBE/WBE percentage, when required by contract, has been entered on last sheet of the bid sheets of SECTION 905--PROPOSAL.
- _____ Form OCR-485-LPA has been completed and signed.
- _____ The last sheet of the bid sheets of SECTION 905--PROPOSAL has been signed.
- _____ Equal Opportunity Clause Certification, when included in contract, has been completed and signed.
- _____ The Certification regarding Non-Collusion, Debarment and Suspension, etc. has been executed in duplicate.
- _____ A certified check, cashier's check or bid bond payable to the Local Public Agency in the principle amount of 5% of the bid has been included with project number identified on same. Bid bond has been signed by the bidder and has also been signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent for the Surety with Power of Attorney attached.
- _____ The Notice to Bidders regarding DUNS Requirements has been completed and included in the contract documents.

Return the proposal and contract documents in its entirety in a sealed envelope. DO NOT remove any part of the contract documents; exception – an addendum requires substitution of second sheet of Section 905. A stripped proposal is considered as an irregular bid and will be rejected.

Failure to complete any or all of the applicable requirements will be cause for the proposal to be considered irregular.

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**PROJECT: PATHWAY IMPROVEMENTS FROM TRAIN DEPOT TO
CHAIN PARK
PROJECT NO. STP-8771-00(002)LPA/106943-701000
CITY OF HATTIESBURG, MISSISSIPPI**

Bidder's Checklist

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Section 904 - Notice to Bidders

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#2LPA:	Designating Owner and Engineer
#3:	Final Cleanup
#151:	Gopher Tortoises
#640:	Fiber Reinforced Concrete
#1322:	Non-use of Precast Drainage Units
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- Bid Sheets
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Appendix A – Railroad Permit

Appendix B – Norfolk Southern Checklist for Construction

(Revisions to the Above Will Be Indicated on the Second Sheet of Section 905 as Addenda)

SECTION 901 - ADVERTISEMENT FOR BIDS

**CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI**

NOTICE TO CONTRACTORS

**PATHWAY IMPROVEMENTS FROM TRAIN DEPOT TO CHAIN PARK
FEDERAL-AID PROJECT NO.
STP 8771-00(002) LPA/106943-701000**

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, located at 200 Forrest Street, Hattiesburg, Mississippi 39401, until 10:00 a.m. local time, on Thursday, December 1, 2016 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. All bids so received will be publicly opened and read aloud.

Work consists of constructing an 8' wide concrete sidewalk along Buschman Street to Chain Park, and a 5' wide concrete sidewalk along Unetta Street.

The above general outline of features of the work does not in any way limit the responsibility of the contractor to perform all work and furnish all plant, labor, equipment and materials required by the specifications and the drawings referred to therein.

Plans, contract documents and special provisions and proposal forms are on file for public inspection in the office of the City of Hattiesburg, City Clerk's Office located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and in the office of Neel-Schaffer, Inc., Post Office Box 1487, Hattiesburg, MS 39403-1487 (704 Hardy Street, Telephone No. 601-545-1565). One copy of the contract documents and special provisions together with the contract plans may be procured from Neel-Schaffer, Inc. upon payment of \$150.00, none of which is refundable.

The attention of bidders is directed to the Special Provisions governing selection and employment of labor.

Minimum wage rates for Federal-Aid projects have been predetermined by the Secretary of Labor and are subject to Public Law 87-581 Work Hours Act of 1962, as set forth in the Special Provisions. Minimum wage rates for all other projects have been predetermined and set forth in advertised specifications.

The City of Hattiesburg hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The award of this contract will be contingent upon the Contractor satisfying the DBE/WBE requirements.

The 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction, adopted by the Mississippi Department of Transportation, as referred to herein, may be purchased from the Mississippi Department of Transportation.

Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the total bid price, payable to the City of Hattiesburg as bid security. Bidders shall also submit a current financial statement, if requested by the City. The successful bidder will be required to furnish a performance and payment bond in the amount of 100 percent of the contract amount. Both bonds shall be signed or countersigned by a Mississippi Resident Agent.

The proposal and contract documents in its entirety shall be submitted in a sealed envelope and deposited with the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi prior to the hour and date above designated.

The City of Hattiesburg reserves the right to reject any or all proposals, to waive technicalities or irregularities, or to advertise for new proposals, and the decision of the City of Hattiesburg to reject any bid or proposal shall not be cause for any liability or damages against the City of Hattiesburg, any officers or employees.

The bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within the Contract Time. The bidder must also agree to pay as liquidated damages the sum specified in the Standard Specifications per day for each calendar day of overrun in Contract Time that work is not completed.

Work to be performed shall be in accordance with the "Mississippi State Highway Standard Specifications for Road and Bridge Construction, 2004", together with all amendments and/or special provisions and/or addenda to the standards duly approved and adopted, unless otherwise noted in these specifications.

The attention of Bidders is directed to the provisions of Subsection 102.07 pertaining to irregular proposals and rejection of bids.

City Clerk
City of Hattiesburg, Mississippi

Dates of Publication:

October 23, 2016

October 30, 2016

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1

CODE: (IS)

DATE: 05/03/2004

SUBJECT: Governing Specifications

The current (2004) Edition of the Standard Specifications for Road and Bridge Construction adopted by the Mississippi Transportation Commission is made a part hereof fully and completely as if it were attached hereto, except where superseded by special provisions, or amended by revisions of the Specifications contained herein. Copies of the specification book may be purchased from the MDOT Construction Division.

A reference in any contract document to controlling requirements in another portion of the contract documents shall be understood to apply equally to any revision or amendment thereof included in the contract.

In the event the plans or proposal contain references to the 1990 Edition of the Standard Specifications for Road and Bridge Construction, it is to be understood that such references shall mean the comparable provisions of the 2004 Edition of the Standard Specifications.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904- NOTICE TO BIDDERS NO. 2 LPA

CODE: (SP)

DATE: 04/02/2015

SUBJECT: Designating Owner and Engineer (Hattiesburg, Mississippi)

PROJECT: STP-8771-00(002) /106943-701000, Forrest County

Any reference in the Contract Documents to the State of Mississippi, Mississippi Department of Transportation, Mississippi Transportation Commission, or any official thereof shall be interpreted to mean *City of Hattiesburg*, the "Owner".

Any reference in the Standard Specifications to the Project Engineer, District Engineer, Office Engineer, or Engineer shall be interpreted to mean the *Engineer for City of Hattiesburg, Mississippi, Neel-Schaffer, Inc.*

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 3

CODE: (SP)

DATE: 05/03/2004

SUBJECT: Final Clean-Up

Immediately prior to final inspection for release of maintenance, the Contractor shall pick up, load, transport and properly dispose of all litter from the entire highway right-of-way that is within the termini of the project.

Litter shall include, but not be limited to, solid wastes such as glass, paper products, tires, wood products, metal, synthetic materials and other miscellaneous debris.

Litter removal is considered incidental to other items of work and will not be measured for separate payment.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 151

CODE: (IS)

DATE: 06/18/2004

SUBJECT: Gopher Tortoises

Bidders are hereby advised that the Contractor will be required to make special considerations regarding gopher tortoises on this project. In addition to the normal required documentation associated with borrow pits, the Contractor shall, for each site used to obtain or dispose of materials associated with this project, provide the Engineer with a letter from a qualified biologist certifying that the site was inspected prior to any clearing of vegetation or disposal of project materials and that the site is not inhabited by gopher tortoises, or appropriate avoidance measures have been installed. No individual lacking the proper State or Federal license shall touch or otherwise harass a gopher tortoise.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 640

CODE: (IS)

| DATE: 09/26/2005

SUBJECT: Fiber Reinforced Concrete

Bidders are hereby advised that synthetic structural fibers meeting the requirements of Subsection 907-711.04 may be used in lieu of wire mesh in some items of construction. Substitution of fibers for wire mesh will be allowed in the construction of paved ditches, paved flumes, paved inlet apron, driveways, guard rail anchors and pile encasements. Substitution in any other items of work must be approved by the State Construction Engineer prior to use.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1322

CODE: (SP)

DATE: 1/22/2007

SUBJECT: Non-Use of Precast Drainage Units

Bidders are hereby advised that the use of precast inlets and junction boxes will **NOT** be allowed on this project. Subsection 601.02.3 states that " the Contractor may request approval from the Engineer to furnish and install precast units in lieu of cast-in-place units". Should the Contractor make this request, the request will be denied.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 1405

CODE: (IS)

| DATE: 03/15/2007

SUBJECT: ERRATA AND MODIFICATIONS TO THE 2004 STANDARD SPECIFICATIONS

<u>Page</u>	<u>Subsection</u>	<u>Change</u>
101	201.01	In the second sentence of the first paragraph, change “salvable” to “salvageable”.
107	202.04	In the fourth sentence of the fourth paragraph, change “yard” to “feet”.
107	202.05	In the list of units measurements for 202-B, add “square foot”.
132	211.03.4	In the second sentence of the second paragraph, change “planted” to “plated”.
| 192	306.02.4	In the first line of the first paragraph, delete the word “be”.
200	307.03.7	In the fourth sentence of the second paragraph, change “lime-fly ash” to “treated”.
236	401.01	Change the header from “Section 403” to “Section 401”.
242	401.02.3.2	In the first sentence of the third full paragraph, add “1/8” in the blank before the inch mark.
250	401.02.6.3	In the second sentence of the first paragraph on page 250, change “rutting over ” ” to “rutting over 1/8" ”.
253	401.02.6.4.2	In the paragraph preceding the table, change “91.0” to “89.0”.
259	401.03.1.4	In the first paragraph, change “92.0 percent” to “the specified percentage (92.0 or 93.0)”.
269	403.03.2	In the table at the top of page 269, change the PI requirement from “ = ” to “ ≤ ”.

278	404.04	In the second sentence, change the subsection from "401.04" to "403.04".
283	409.02.2	Change "PG 64-22" to "PG 67-22".
294	413.02	In the first sentence of the second paragraph, change "707.02.1.3" to "Subsection 707.02.1.3".
340	511.04	In the second sentence of the second paragraph, change "412" to "512".
349	601.03.3	In the first sentence, change "804.03.2" to "804.03.5".
355	603.02	Change the subsection reference for Joint mortar from "707.03" to "714.11".
369	604.04	In the first sentence, change "601.04" to "Subsection 601.04".
427	619.04	Delete the second paragraph.
442	625.04	In the third paragraph, change "626.04" to "Subsection 626.04".
444	626.03.1.2	Delete the third sentence of the first paragraph.
464	631.02	Change the subsection reference for Water from "714.01.0" to "714.01.1".
570	682.03	Change the subsection number from "682-03" to "682.03".
575	683.10.4	Change the subsection number from "683.10.4" to "683.04".
575	683.10.5	Change the subsection number from "683.10.5" to "683.05".
596	701.02	In the table under the column titled "Cementations material required", change Class F, FA" to "Class F FA,".
603	702.11	In the first sentence, change "702.12" to "Subsection 702.12".
612	703.04.2	In the fifth paragraph, delete "Subsection 703.11 and".
616	703.07.2	In the Percentage By Weight Passing Square Mesh Sieves table, change the No. 10 requirement for Class 7 material from "30 - 10" to "30 - 100".

618	703.13.1	In the first sentence of the first paragraph, change “703.09” to “703.06”.
618	703.13.2	In the first sentence, change “703.09” to “703.06”.
671	712.06.2.2	In the first sentence, change “712.05.1” to “Subsection 712.05.1”.
689	714.11.2	In the first sentence, change “412” to “512”.
709	715.09.5	In the first sentence of the first paragraph, change “guage” to “gauge”.
717	717.02.3.4	In the top line of the tension table, change “1 1/2” to “1 1/8” and change “1 1/8” to “1 1/2”.
741	720.05.2.2	In the last sentence of this subsection, change “720.05.2.1” to “Subsection 720.05.2.1”.
827	803.03.2.3.7.5.2	In the first sentence of the second paragraph, change “803.03.5.4” to “803.03.2.3.4”.
833	803.03.2.6	In the first sentence, change “803.03.7” to “803.03.2.5”.
854	804.02.11	In the last sentence of the first paragraph, change “automatically” to “automatic”.
859	804.02.13.1.3	In the last sentence, change Subsection “804.02.12.1” to “804.02.12”.
879	804.03.19.3.2	In the first sentence of the third paragraph, change “listed on of Approved” to “listed on the Approved”.
879	804.03.19.3.2	In the last sentence of the last paragraph, change “804.03.19.3.1” to “Subsection 804.03.19.3.1”.
962	814.02.3	In the first sentence, change “710.03” to “Subsection 710.03”.
976	820.03.2.1	In the first sentence, change “803.02.6” to “803.03.1.7”.
976	820.03.2.2	In the first sentence, change “803.03.9.6” to “803.03.1.9.2”.
985	Index	Change the subsection reference for Petroleum Asphalt Cement from “702.5” to “702.05”.

985	Index	Change the subsection reference for the Definition of Asphaltic Cement or Petroleum Asphalt from "700.2" to "700.02".
985	Index	Change the subsection reference for Automatic Batchers from "501.03.2.4" to "804.02.10.4".
986	Index	Delete "501.03.2" as a subsection reference for Batching Plant & Equipment.
988	Index	Change the subsection reference for the Central Mixed Concrete from "501.03.3.2" to "804.02.11".
988	Index	Change the subsection reference for the Concrete Batching Plant & Equipment from "501.03.2" to "804.02.11".
999	Index	Delete "501.03.3.3" as a subsection reference for Truck Mixers.
1001	Index	Change the subsection reference for Edge Drain Pipes from "605.3.5" to "605.03.5".
1002	Index	Change the subsection reference for Metal Posts from "713.05.2" to "712.05.2".
1007	Index	Change the subsection reference for Coarse Aggregate of Cement Concrete Table from "703.3" to "703.03".
1007	Index	Change the subsection reference for Composite Gradation for Mechanically Stabilized Courses Table from "703.8" to "703.08".
1009	Index	Delete "501.03.3.3" as a subsection reference for Truck Mixers and Truck Agitators.
1010	Index	Delete reference to "Working Day, Definition of".

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1546

CODE: (SP)

DATE: 05/23/2007

SUBJECT: Advancement of Materials

Bidders are advised that **NO ADVANCEMENT OF MATERIALS**, as addressed in Subsection 109.06.2 of the Standard Specifications, will be allowed on this project.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO NOTICE TO BIDDERS NO. 1727

DATE: 09/20/2007

PROJECT: STP-8771-00(002)LPA/106943-701000

After the second paragraph on page 1, add the following:

Name Insured: *Norfolk Southern*

Description and Designation: *Construction of a shared use pathway*

Mile Post: *Mile Post 84.50, near Hattiesburg, Mississippi.*

After the fourth paragraph on page 1, add the following:

Norfolk Southern Railroad

Shawn Starling, P.E.

1200 Peachtree Street, N.E.

Atlanta, GA 30309

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1727

CODE: (SP)

DATE: 09/20/2007

SUBJECT: Railway-Highway Provisions

Prior to bidding, the Contractor shall contact the Railroad concerning insurance coverage required for this project. In case the railroad requires coverage over and above that required by the Standard Specifications, the railroad requirements shall be met.

The name insured, description of the work and designation of the job site to be shown on the Policy are as follows:

Notice of starting to work, completion of any required forms, and correspondence pertaining to railroad liability insurance shall be directed to the person below.

The Contractor shall not commence, or carry on, any work for installation, maintenance, repair, changing or renewal of any FACILITY, under, over or on RAILROAD property at any location without giving at least ten (10) working days prior notice to the RAILROAD authorized representative at the RAILROAD's office(s) below.

If in the opinion of the RAILROAD, the presence of an authorized representative of the RAILROAD is required to supervise the same, the RAILROAD shall render bills to the Contractor for all expenses incurred by it for such supervision. This includes all labor costs for flagmen or cable locate supplied by the RAILROAD to protect RAILROAD operation, and for the full cost of furnishing, installation and later removal of any temporary supports for said tracks, as the RAILROAD's Chief Engineer's Office may deem necessary.

It will be the Contractor's responsibility to pay all bills associated with railroad flagging and cable locating. Generally, the flagging rate is \$700.00 per day (1 to 8 hours) plus overtime at \$125.00 per hour, however, the Contractor shall contact the RAILROAD to verify all rates.

A flagman is required anytime a Contractor does any work on or near RAILROAD property within twenty-five (25) feet horizontally of the centerline or any work over any railroad track. The RAILROAD, however, also reserves the right to require a flagman for work on RAILROAD property, which is more than twenty-five (25) feet from the centerline of a railroad track when there are other conditions or considerations that would dictate the need for a flagman to safeguard the RAILROAD's operations, property and safety of working personnel.

A cable locate of RAILROAD owned facilities may be required to identify and protect Signal & Communication cables that have been installed to provide power, signal control, wayside communications. These cables are vital to a safe and reliable railway operation. The cable locate will be performed by a qualified RAILROAD employee.

Outside Contractors are prohibited from driving on, along, or across any track that does not have

a RAILROAD installed crossing. They may utilize an existing public crossing. The practice of allowing rubber tired equipment to operate over track with no crossing has been banned.

Exceptions to this rule will require the express approval from the RAILROAD Engineers.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1902 LPA

CODE: (SP)

DATE: 02/26/2010

SUBJECT: Disadvantaged Business Enterprise (DBE) Forms

Anywhere in the plans, proposal and specifications where reference is made to Office of Civil Rights (OCR) Forms, it should be understood to mean Disadvantaged Business Enterprise (DBE) Forms.

The following are equivalent forms:

OCR-481	.....	OCR-481 LPA	.....	DBE-1
OCR-482	.....	OCR-482 LPA	.....	DBE-2
OCR-483	.....	OCR-483 LPA	.....	DBE-3
OCR-484	.....	OCR-484 LPA	.....	DBE-4
OCR-485	.....	OCR-485 LPA	.....	DBE-5
OCR-487	.....	OCR-487 LPA	.....	DBE-7

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 1928

CODE: (IS)

| DATE: 04/14/2008

SUBJECT: Federal Bridge Formula

Bidders are hereby advised that Federal Highway Administration Publication No. FHWA-MC-94-007, **BRIDGE FORMULA WEIGHTS**, dated January 1994, is made a part of this contract when applicable.

Prior to the preconstruction conference, the Contractor shall advise the Engineer, in writing, what materials, if any, will be delivered to the jobsite via Interstate route(s).

Copies of the **BRIDGE FORMULA WEIGHTS** publication may be obtained by contacting:

Federal Highway Administration
400 7th Street, SW
Washington, DC 20590
(202) 366-2212

or

| http://ops.fhwa.dot.gov/freight/sw/brdgcalc/calc_page.htm

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2168

CODE: (SP)

DATE: 11/03/2008

SUBJECT: Fuel and Material Adjustments

Bidders are advised that **NO FUEL OR MATERIAL ADJUSTMENT**, as addressed in Subsection 109.07 of the Standard Specifications, will be allowed on this project.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 2382

CODE: (IS)

| DATE: 02/12/2009

| SUBJECT: Status of Right-of-Way

Although it is desirable to have acquired all rights-of-way and completed all utility adjustments and work to be performed by others prior to receiving bids, sometimes it is not considered to be in the public interest to wait until each and every such clearance has been obtained. The bidder is hereby advised of possible unacquired rights-of-way, relocatees and utilities which have not been completed.

| The status of right-of-way acquisition, utility adjustments, [encroachments](#), potentially contaminated sites [and asbestos containment](#) are set forth in [the following](#) attachments.

In the event right of entry is not available to ALL parcels of right-of-way and/or all work that is to be accomplished by others on the date set forth in the contract for the Notice to Proceed is not complete, the Department will issue a restricted Notice to Proceed.

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Charles R. Carr
Director
Office of Intermodal Planning



Melinda L. McGrath
Executive Director

Lisa M. Hancock
Deputy Executive Director/
Administration

Willie Huff
Director
Office of Enforcement

P. O. Box 1850 / Jackson, MS 39215-1850 / Telephone (601) 359-7001 / FAX (601) 359-7110 / GoMDOT.com

April 6, 2015

Mr. Andrew Hughes
Division Administrator
FHWA-Mississippi Division
100 West Capitol Street, Suite 1062
Jackson, MS 39269

RE: STP-8771-00(002) LPA
106943-701000
Pathway Improvements from
Train Depot to Chain Park
City of Hattiesburg
Forrest County

Dear Mr. Hughes:

RIGHT-OF-WAY CERTIFICATION

This project will be constructed on existing right of way or other real property previously acquired and owned by the above referenced city, county or agency. Since no additional acquisition of right of way or other real property interests are required, there are no relocatees, improvements or contaminated sites involved in this project.

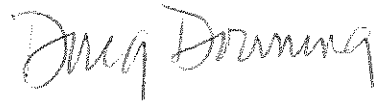
Attached:

Status of Right of Way
Encroachment Status
Hazardous Waste Status
Asbestos Abatement Status
Utility Status

Mr. Andrew Hughes
April 6, 2015
Page 2

Very truly yours,

RIGHT OF WAY DIVISION

A handwritten signature in cursive script that reads "Stephen D. Downing".

Stephen D. Downing
Assistant Division Administrator

DD:ar

Pc: Chief Engineer (65-01)
LPA Division (77-01)
Construction Engineer (73-01)
District Six (26-01)
Project Engineer (26-01 PE)
Facility & Records Management (89-20)

STATUS OF RIGHT-OF-WAY
STP-8771-00(002) LPA
106943-701000
Pathway Improvements from Train Depot to Chain Park
FORREST COUNTY
April 6, 2015

All rights of way and legal rights of entry have been acquired except:

None.



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Mary Dryden

Council - Ward 5
Henry Naylor

RIGHT-OF-WAY STATUS REPORT/CERTIFICATION

Forrest County, Mississippi
Project No. STP-8771-00(002) LPA/106943-701000
Pathway Improvements from Train Depot to Chain Park

March 25, 2015

There is no right-of-way required for this project. All work shall be completed within the limits of the existing right-of-way.

Signed:

Lamar Rutland, P.E.
Engineering Director, City of Hattiesburg



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1

Kim Bradley

Council - Ward 2

Deborah Denard Delgado

Council - Ward 3

Carier Carroll

Council - Ward 4

Mary Dryden

Council - Ward 5

Henry Naylor

RIGHT-OF-WAY ENCROACHMENT REPORT/CERTIFICATION

Forrest County, Mississippi

Project No. STP-8771-00(002) LPA/106943-701000

Pathway Improvements from Train Depot to Chain Park

March 25, 2015

This is to certify that a physical survey of the right-of-ways to be used in the construction of this project revealed that there are no encroachments on the subject project.

Signed:

A handwritten signature in cursive script, reading "Lamar Rutland".

Lamar Rutland, P.E.

Engineering Director, City of Hattiesburg



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Mary Dryden

Council - Ward 5
Henry Naylor

HAZARDOUS WASTE SITE REPORT/CERTIFICATION

Forrest County, Mississippi
Project No. STP-8771-00(002) LPA/106943-701000
Pathway Improvements from Train Depot to Chain Park

March 25, 2015

This is to certify that a physical survey of the right-of-ways to be used in the construction of this project revealed that there are no areas suspected of having any hazardous waste or underground storage tanks.

Signed

A handwritten signature in cursive script, reading "Lamar Rutland".

Lamar Rutland, P.E.
Engineering Director, City of Hattiesburg



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denarii Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Mary Dryden

Council - Ward 5
Henry Naylor

ASBESTOS ABATEMENT REPORT/CERTIFICATION

Forrest County, Mississippi
Project No. STP-8771-00(002) LPA/106943-701000
Pathway Improvements from Train Depot to Chain Park

March 25, 2015

This is to certify that the project components do not contain any known asbestos containing materials.

Signed:

A handwritten signature in cursive script, appearing to read "Lamar Rutland".

Lamar Rutland, P.E.
Engineering Director, City of Hattiesburg



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1

Kim Bradley

Council - Ward 2

Deborah Denard Delgado

Council - Ward 3

Carrie Carroll

Council - Ward 4

Mary Dryden

Council - Ward 5

Henry Naylor

UTILITY REPORT/CERTIFICATION

Forrest County, Mississippi

Project No. STP-8771-00(002) LPA/106943-701000

Pathway Improvements from Train Depot to Chain Park

March 25, 2015

This is to certify that pre-construction utility adjustments required for the above reference project have all been adjusted, relocated, or removed.

There are no other known utilities in conflict with the proposed project.

Signed:

A handwritten signature in cursive script, reading "Lamar Rutland".

Lamar Rutland, P.E.

Engineering Director, City of Hattiesburg

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Inter-Departmental Memorandum

TO: Mr. David Seyfarth
District LPA Engineer (16-10)

DATE: March 31, 2015

FROM: Mr. Jared Brogan
Hattiesburg Project Office (16-13)

SUBJECT OR PROJECT NO: STP-8771-00(002)LPA/ 106943-701000
Pathway Improvements from Hattiesburg
Train Depot to Chain Park

INFORMATION COPY TO:

COUNTY: Forrest

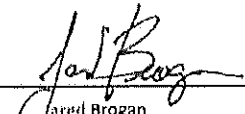
Jeff Altman- State LPA Engineer (77-01)
Kelly Castleberry- District 6 Engineer (26-01)
Ashlyn Brock- Right of Way Officer (26-01)
Ronnie Shivers-Right of Way Officer (26-01)
Lamar Rutland- City of Hattiesburg
Geoff Crosby- Neel-Schaffer, Inc.
Project File (16-13)

STATUS OF UTILITY RELOCATION WORK

There are no known utility conflicts on the above mentioned project at this time.

This is to certify that adjustments to facilities owned by the above mentioned utility companies have been completed to the best of my knowledge and are acceptable, and in accordance with the terms of the agreement. Said adjustments are located within the limits of the above mentioned LPA project.

SEE DISCLAIMER


Jared Brogan
Utility Coordinator (16-13)

Disclaimer:

The utility facilities have been identified by representatives of the Local Public Agency (LPA), or their agents. The locations of the facilities are assumed to be approximate. The Mississippi Department of Transportation (MDOT) can only show approximate location and presence based upon investigation and discovery by the LPA and its agents; and consequently cannot certify the facilities location and presence. Therefore, In the event the utility facilities are discovered to be in conflict, damaged, or otherwise impact the proposed construction, the LPA shall bear all responsibility and/ or claims associated with these facilities. Furthermore, the LPA shall indemnify and hold harmless the Mississippi Department of Transportation, the Mississippi Transportation Commission, and its representatives in the event that damages and/ or claims should arise.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 3067

CODE: (SP)

| DATE: 04/14/2010

**SUBJECT: Storm Water Discharge Associated with Construction Activity
(≥ 1 and < 5 Acres)**

Construction Storm Water General NPDES Permit MSR 15 to discharge storm water associated with construction activity is required. This project is granted permission to discharge treated storm water into State waters. Copies of said permit and Storm Water Pollution Prevention Plan (SWPPP) are on file with the Department.

Prior to the execution of the contract, the successful bidder shall execute and deliver to the Executive Director an original signed copy of the completed Prime Contractor Certification (Form No. 1).

Failure of the bidder to execute and file the completed Prime Contractor Certification (Form No. 1) shall be just cause for the cancellation of the award.

The executed Prime Contractor Certification (Form No. 1) shall be prima facie evidence that the bidder has examined the permit, is satisfied as to the terms and conditions contained therein, and that the bidder has the primary responsibility for meeting all permit terms and conditions including, but not limited to, the inspection and reporting requirements of Part IV. For this project, the Contractor shall furnish, set up and read, as needed, an on-site rain gauge.

The Contractor must furnish the Project Engineer a completed copy of the Small Construction Notice of Intent (SCNOI) along with the Contractor's Erosion Control Plan.

| The Contractor shall make inspections in accordance with [condition No. S-4, Page 13](#), and shall furnish the Project Engineer with the results of each weekly inspection as soon as possible following the date of inspection. The weekly inspections must be documented monthly on the Inspection and Certification Form, [a copy of which is provided](#). The Contractor's representative and the Project Engineer shall jointly review and discuss the results of the inspections so that corrective action can be taken. The Project Engineer shall retain copies of the inspection reports.

The Engineer will have the authority to suspend all work and/or withhold payments for failure of the Contractor to carry out provisions of MDEQ's Storm Water Construction General Permit, the erosion control plan, updates to the erosion control plan, and /or proper maintenance of the BMPs.

Securing a permit (s) for storm water discharge associated with the Contractor's activity on any other regulated area the Contractor occupies, shall be the responsibility of the Contractor.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 3612

CODE: (SP)

DATE: 08/10/2011

SUBJECT: Additional Erosion Control Requirements

Bidders are hereby advised of the following requirements that relate to erosion control activities on the project.

THE MAXIMUM TOTAL ACREAGE THAT CAN BE DISTURBED, AT ONE TIME, ON THE PROJECT IS NINETEEN (19) ACRES. THE CONTRACTOR SHALL BE REQUIRED TO STABILIZE DISTURBED AREAS PRIOR TO OPENING UP ADDITIONAL SECTIONS OF THE PROJECT. STABILIZED SHALL BE WHEN THE DISTURBED AREA MEETS ONE OF THE FOLLOWING CRITERIA:

- THE AREA HAS BEEN GRASSED, EITHER TEMPORARY OR PERMANENT, AND MULCHED ACCORDING TO THE SPECIFICATIONS, OR
- A CRUSHED STONE COURSE OR A LIFT OF ASPHALT PAVEMENT HAS BEEN PLACED, OR
- THE AREA HAS BEEN CHEMICALLY TREATED USING PORTLAND CEMENT OR LIME-FLY ASH, AND SEALED.

DISTURBED AREAS INCLUDE THE ROADBED, SLOPES AND REMAINING AREA OUT TO THE ROW LINE.

Clearing and Grubbing: Prior to beginning any clearing and grubbing operations on the project, controls shall be in place to address areas such as drainage structures, wetlands, streams, steep slopes and any other sensitive areas as directed by the Engineer. Clearing and grubbing should be limited to the minimum area necessary to construct the project. Grubbing operations should be minimized in areas outside the construction limits and stumps should be cut off flush with the existing ground elevations. A buffer area of at least fifteen (15) feet shall be in place adjacent to the right-of-way line and at least five (5) feet adjacent to stream banks. The buffer area can either be the existing vegetation that is left undisturbed or re-established by planting new vegetation if clearing and grubbing was required.

Unclassified Excavation: Cut sections shall be graded in accordance with the typical sections and plan grades. Permanent erosion control BMP's should be placed as soon as possible after the cut material has been moved. Fill sections that are completed shall have permanent erosion control BMP's placed. Fill sections that are not completed will be either permanently or temporarily grassed until additional material is made available to complete these sections. All unclassified excavation on the project will still be required to be moved prior to incorporating any borrow excavation on the project. The contractor may have to stockpile unclassified excavation in order to comply with the nineteen (19) acre requirement. No additional compensation will be made for stockpiling operations.

Disturbed areas that remain inactive for a period of more than fourteen (14) days shall be temporary grassed and mulched. Temporary grassing and mulching shall only be paid one time for a given area.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4214

CODE: (IS)

DATE: 11/29/2012

SUBJECT: Safety Apparel

Bidders are advised that the Code of Federal Regulations CFR 23 Part 634 final rule was adopted November 24, 2006 with an effective date of November 24, 2008. This rule requires that "All workers within the right-of-way of a Federal-Aid Highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel". High-visibility safety apparel is defined in the CFR as "personnel protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled American National Standard for High-Visibility Safety Apparel and Headwear". All workers on Mississippi State Highway right-of-way shall comply with this Federal Regulation. Workers are defined by the CFR as "people on foot whose duties place them within the right-of way of a Federal-Aid Highway, such as highway construction and maintenance forces, survey crews, utility crews, responders to incidents within the highway right-of-way, and law enforcement personnel when directing traffic, investigating crashes, and handling lane closures, obstructed roadways, and disasters within the right-of-way of a Federal-Aid Highway".

More information regarding high visibility safety apparel can be found at the following sites.

<http://www.gpo.gov/fdsys/pkg/CFR-2008-title23-vol1/pdf/CFR-2008-title23-vol1-sec634-1.pdf>

<http://ops.fhwa.dot.gov/wz/resources/policy.htm#hv>

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4488 LPA

CODE: (IS)

DATE: 05/01/2013

SUBJECT: DBE Forms, Participation and Payment

Bidders are hereby advised that the participation of a DBE Firm cannot be counted towards the Prime Contractor's DBE goal until the amount being counted towards the goal has been paid to the DBE.

Form OCR-482-LPA has been developed to comply with this requirement. Bidders are hereby advised that at the end of the job, the Prime Contractor will submit this form to the Project Engineer before the final estimate is paid and the project is closed out. This form certifies payments to all DBE Subcontractors over the life of the contract.

Form OCR-484-LPA has also been developed to comply with this requirement. Bidders are hereby advised that each month, the Prime Contractors will submit this form to the Project Engineer no later than the last day of each month. This form certifies payments to all Subcontractors and shows all firms even if the Prime Contractor has paid no monies to the firm during that estimate period (negative report). The Project Engineer will attach this form to the monthly estimate before forwarding the estimate to the Local Public Agency (LPA) Division for processing.

Bidders are also advised that Form OCR-485-LPA will be completed by ALL BIDDERS submitting a bid proposal and must be signed and included in the bid proposal package. If at least one copy of this form is not signed and included as part of bid proposal, your bid will be deemed irregular.

DBE Forms, including Forms OCR-482-LPA, OCR-484-LPA and OCR-485-LPA, can be obtained from the Office of Civil Rights Division, MDOT Administration Building, 401 North West Street, Jackson, MS, or at www.gomdot.com under *Business, Disadvantaged Enterprise, Applications and Forms for the DBE Program, MDOT Forms*.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4565

CODE: (SP)

DATE: 06/27/2013

SUBJECT: Manual on Uniform Traffic Control Devices

Any reference in the Standard Specifications or contract documents to a particular Section of the Manual on Uniform Traffic Control Devices (MUTCD) it shall mean that Section of the latest version of the Manual on Uniform Traffic Control Devices.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 4566

CODE: (SP)

| DATE: 07/02/2013

SUBJECT: DUNS Requirement for Federal Funded Projects

Bidders are advised that the Prime Contractor must maintain current registrations in the Central Contractor Registration (<http://www.sam.gov>) at all times during this project. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

Bidders are also advised that the following information needs to be completed and included in the bid documents:

DUNS: _____

Company Name: _____

Company e-mail address: _____

By: _____

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 5053

CODE: (SP)

DATE: 06/03/2014

SUBJECT: Contractor Correspondence

Bidders are advised that all correspondence concerning this project, other than correspondence related to the execution of the contract and sub-contracting, shall be sent to the Project Engineer. The Project Engineer will then forward any necessary correspondence to the appropriate Division. This includes general correspondence, submittals, shop drawings, requests for advancement of materials, etc.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO NOTICE TO BIDDERS NO. 5266 LPA

DATE: 11/15/2014

The goal is 5% percent for the Disadvantaged Business Enterprise. The low bidder is required to submit Form OCR-481 for all DBEs.

Delete the third paragraph under CONTRACT GOAL on page 2, and substitute the following.

The apparent lowest responsive bidder shall submit to the LPA Form OCR-481, signed by the Prime Contractor and the DBE Subcontractors, **no later than the 3rd business day after opening of the bids.**

LPA Projects: Delete entire Pre-Bid Section at the top of page 6.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 5266

CODE: (IS)

| DATE: 11/12/2014

**SUBJECT: DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID
HIGHWAY CONSTRUCTION**

This contract is subject to the "Moving Ahead for Progress in the 21st Century Act (MAP-21)" and applicable requirements of "Part 26, Title 49, Code of Federal Regulations". Portions of the Act are set forth in this Notice as applicable to compliance by the Contractor and all of the Act, and the MDOT DBE Program, is incorporated by reference herein.

The Department has developed a Disadvantaged Business Enterprise Program that is applicable to this contract and is made a part thereof by reference.

Copies of the program may be obtained from:

Office of Civil Rights
Mississippi Department of Transportation
P. O. Box 1850
Jackson, Mississippi 39215-1850

POLICY

It is the policy of the Mississippi Department of Transportation to provide a level playing field, to foster equal opportunity in all federally assisted contracts, to improve the flexibility of the DBE Program, to reduce the burdens on small businesses, and to achieve that amount of participation that would be obtained in a non-discriminatory market place. In doing so, it is the policy of MDOT that there will be no discrimination in the award and performance of federally assisted contracts on the basis of race, color, sex, age, religion, national origin, or any handicap.

ASSURANCES THAT CONTRACTORS MUST TAKE

MDOT will require that each contract which MDOT signs with a sub-recipient or a Contractor, and each subcontract the Prime Contractor signs with a Subcontractor, includes the following assurances:

“The Contractor, subrecipient or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federally assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MDOT deems appropriate.”

DEFINITIONS

For purposes of this provision the following definitions will apply:

"Disadvantaged Business" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individual(s) or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individual(s); and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individual(s) who own it. It is important to note that the business owners themselves must control the operations of the business. Absentee ownership or title ownership by an individual who does not take an active role in controlling the business is not consistent with eligibility as a DBE under CFR 49 Part 26.71.

CONTRACTOR'S OBLIGATION

The Contractor and all Subcontractors shall take all necessary and reasonable steps to ensure that DBE firms can compete for and participate in the performance of a portion of the work in this contract and shall not discriminate on the basis of race, color, national origin, religion or sex. Failure on the part of the Contractor to carry out the DBE requirements of this contract constitutes a breach of contract and after proper notification the Department may terminate the contract or take other appropriate action as determined by the Department.

When a contract requires a zero percent (0%) DBE goal, the Contractor still has the responsibility to take all necessary and reasonable steps to ensure that DBE firms can compete for and participate in the performance of the work in the contract. In this case, all work performed by a certified DBE firm is considered to be a "race neutral" measure and the Department will receive DBE credit towards the overall State goals when the DBE firm is paid for their work. If the Prime Contractor is a certified DBE firm, the Department can receive DBE credit only for the work performed by the Prime Contractor's work force or any work subcontracted to another DBE firm. Work performance by a non-DBE Subcontractor is not eligible for DBE credit.

CONTRACT GOAL

The goal for participation by DBEs is established for this contract in the attached Supplement. The Contractor shall exercise all necessary and reasonable steps to ensure that participation is equal to or exceeds the contract goal.

The percentage of the contract that is proposed for DBEs (1% or greater) shall be so stated on the last bid sheet of the proposal.

The apparent lowest responsive bidder shall submit to the Office of Civil Rights Form OCR-481, signed by the Prime Contractor and the DBE Subcontractors, no later than the 3rd business day after opening of the bids.

Form OCR-481 is available on the MDOT website at GoMDOT.com, then Divisions, Civil Rights, Forms, DBE, MDOT Projects, or by calling 601-359-7466.

FORMS ARE AVAILABLE FROM THE OFFICE OF CIVIL RIGHTS

The OCR-481 Form must contain the following information:

The name and address of each certified DBE Contractor / Supplier;

The Reference Number, percent of work and the dollar amount of each item. If a portion of an item is subcontracted, a breakdown of that item including quantities and unit price must be attached, detailing what part of the item the DBE firm is to perform and who will perform the remainder of the item.

If the DBE Commitment shown on the last bid sheet of the proposal, does not equal or exceed the contract goal, the bidder must submit, with the proposal, information to satisfy the Department that adequate good faith efforts have been made to meet the contract goal.

Failure of the lowest bidder to furnish acceptable proof of good faith efforts, submitted with the bid proposal, shall be just cause for rejection of the proposal. Award may then be made to the next lowest responsive bidder or the work may be readvertised.

The following factors are illustrative of matters the Department will consider in judging whether or not the bidder has made adequate good faith effort to satisfy the contract goal.

- (1) Whether the bidder attended the pre-bid meeting that was scheduled by the Department to inform DBEs of subcontracting opportunities;
- (2) Whether the bidder advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
- (3) Whether the bidder provided written notice to a reasonable number of specific DBEs that their interest in the contract is being solicited;
- (4) Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested;
- (5) Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goal;
- (6) Whether the bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;
- (7) Whether the bidder negotiated in good faith with interested DBEs and did not reject them as unqualified without sound reasons based on a thorough investigation of their capabilities; and

- (8) Whether the bidder made efforts to assist interested DBEs in obtaining any required bonding or insurance.
- (9) Whether the bidder has written notification to certified DBE Contractors soliciting subcontracting for items of work in the contract.
- (10) Whether the bidder has a statement of why an agreement was not reached.

The bidder's execution of the signature portion of the proposal shall constitute execution of the following assurance:

The bidder hereby gives assurance pursuant to the applicable requirements of "Moving Ahead for Progress in the 21st Century Act (MAP-21)" and applicable requirements of "Part 26, Title 49, Code of Federal Regulations" that the bidder has made a good faith effort to meet the contract goal for DBE participation for which this proposal is submitted.

DIRECTORY

A list of "Certified DBE Contractors" which have been certified as such by the Mississippi Department of Transportation and other Unified Certification Partners (UPC) can be found on the Mississippi Department of Transportation website at www.gomdot.com. The DBE firm must be certified at the time the project is let and approved by MDOT to count towards meeting the DBE goal.

REPLACEMENT

If a DBE Subcontractor cannot perform satisfactorily, and this causes the OCR-481 commitment to fall below the contract goal, the Contractor shall take all necessary reasonable steps to replace the DBE with another certified DBE Subcontractor or submit information to satisfy the Mississippi Department of Transportation that adequate good faith efforts have been made to replace the DBE. The replacement DBE must be a DBE who was on the Department's list of "Certified DBE Contractors" when the job was let, and who is still active. All DBE replacements must be approved by the Department.

Under no circumstances shall the Prime or any Subcontractor perform the DBE's work (as shown on the OCR-481) without prior written approval from the Department. See "Sanctions" at the end of this document for penalties for performing DBE's work.

When a Contractor proposes to substitute/replace/terminate a DBE that was originally named on the OCR-481, the Contractor must obtain a release, in writing, from the named DBE explaining why the DBE Subcontractor cannot perform the work. A copy of the original DBE's release must be attached to the Contractor's written request to substitute/replace/terminate along with appropriate Subcontract Forms for the substitute/replacement/terminated Subcontractor, all of which must be submitted to the DBE Coordinator and approved, in advance, by MDOT.

GOOD FAITH EFFORTS

To demonstrate good faith efforts to replace any DBE that is unable to perform successfully, the Contractor must document steps taken to subcontract with another certified DBE Contractor. Such documentation shall include no less than the following:

- (1) Proof of written notification to certified DBE Contractors by certified mail that their interest is solicited in subcontracting the work defaulted by the previous DBE or in subcontracting other items of work in the contract.
- (2) If the Prime Contractor is a certified DBE firm, only the value of the work actually performed by the DBE Prime can be counted towards the project goal, along with any work subcontracted to a certified DBE firm.
- (3) If the Contractor is not a DBE, the work subcontracted to a certified DBE Contractor will be counted toward the goal.
- (4) The Contractor may count toward the goal a portion of the total dollar value of a contract with a joint venture eligible under the standards of this provision equal to the percentage of the DBE partner in the joint venture.
- (5) Expenditures to DBEs that perform a commercially useful function may be counted toward the goal. A business is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work and carries out its responsibilities by actually performing, managing, and supervising the work involved.
- (6) The Contractor may count 100% of the expenditures for materials and supplies obtained from certified DBE suppliers and manufacturers that produce goods from raw materials or substantially alters them for resale provided the suppliers and manufacturers assume the actual and contractual responsibility for the provision of the materials and supplies. The Contractor may count sixty percent (60%) of the expenditures to suppliers that are not manufacturers, provided the supplier performs a commercially useful function in the supply process. Within 30 days after receipt of the materials, the Contractor shall furnish to the DBE Coordinator invoices from the certified supplier to verify the DBE goal.
- (7) Any work that a certified DBE firm subcontracts or sub-subcontracts to a non-DBE firm will not count towards the DBE goal.
- (8) Only the dollars actually paid to the DBE firm may be counted towards the DBE goal.

Failure of the Contractor to demonstrate good faith efforts to replace a DBE Subcontractor that cannot perform as intended with another DBE Subcontractor, when required, shall be a breach of contract and may be just cause to be disqualified from further bidding for a period of up to 12 months after notification by certified mail.

PRE-BID MEETING

A pre-bid meeting will be held in Amphitheater 1 & 2 of the Hilton Jackson located at I-55 and County Line Road, Jackson, Mississippi at 2:00 P.M. on the day preceding the date of the bid opening.

This meeting is to inform DBE firms of subcontracting and material supply opportunities. Attendance at this meeting is considered of prime importance in demonstrating good faith effort to meet the contract goal.

PARTICIPATION / DBE CREDIT

Participation shall be counted toward meeting the goal in this contract as follows:

- (1) If the Prime Contractor is a certified DBE firm, only the value of the work actually performed by the DBE Prime can be counted towards the project goal, along with any work subcontracted to a certified DBE firm.
- (2) If the Contractor is not a DBE, the work subcontracted to a certified DBE Contractor will be counted toward the goal.
- (3) The Contractor may count toward the goal a portion of the total dollar value of a contract with a joint venture eligible under the standards of this provision equal to the percentage of the DBE partner in the joint venture.
- (4) Expenditures to DBEs that perform a commercially useful function may be counted toward the goal. A business is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work and carries out its responsibilities by actually performing, managing, and supervising the work involved.
- (5) The Contractor may count 100% of the expenditures for materials and supplies obtained from certified DBE suppliers and manufacturers that produce goods from raw materials or substantially alters them for resale provided the suppliers and manufacturers assume the actual and contractual responsibility for the provision of the materials and supplies. The Contractor may count sixty percent (60%) of the expenditures to suppliers that are not manufacturers, provided the supplier performs a commercially useful function in the supply process. Within 30 days after receipt of the materials, the Contractor shall furnish to the DBE Coordinator invoices from the certified supplier to verify the DBE goal.
- (6) Any work that a certified DBE firm subcontracts or sub-subcontracts to a non-DBE firm will not count towards the DBE goal.
- (7) Only the dollars actually paid to the DBE firm may be counted towards the DBE goal.

AWARD

Award of this contract to the low bidder will be contingent upon the following conditions:

- (1) Concurrence from Federal Highway Administration, when applicable.
- (2) Bidder must submit to the Office of Civil Rights for approval, Form OCR-481 (DBE Commitment) no later than the 3rd business day after opening of the bids, or submit information with the bid proposal to satisfy the Department and that adequate good faith efforts have been made to meet the contract goal. For answers to questions regarding Form OCR-481, contact the MDOT Office of Civil Rights at (601) 359-7466.
- (3) Bidder must submit an OCR-485 listing all firms that submitted quotes for material supplies or items to be subcontracted. Please make and add copies of this form when needed or attach additional sheets containing the information required by the form and add these sheets to the bid proposal. Form OCR-485 must be signed and submitted with the bid proposal. If at least one copy of this form is not signed and included as part of bid proposal, your bid will be deemed irregular.

Prior to the start of any work, the bidder must notify the Project Engineer, in writing, of the name of the designated "DBE Liaison Officer" for this project. This notification must be posted on the bulletin board at the project site.

DEFAULT

The contract goal established by MDOT in this proposal of 1% or greater must be met to fulfill the terms of the contract. The Contractor may list DBE Subcontractors and items that exceed MDOT's contract goal, but should unforeseen problems arise that would prevent a DBE from completing its total commitment percentage, the Contractor will meet the terms of the contract as long as it meets or exceeds MDOT's Contract Goal. For additional information, refer to "Replacement" section of this Notice.

DBE REPORTS

- (1) OCR-481: Refer to "CONTRACT GOAL" section of this Notice to Bidders for information regarding this form.
- (2) OCR-482: At the conclusion of the project the Contractor will submit to the Project Engineer for verification of quantities and further handling Form OCR-482 whereby the Contractor certifies to the amounts of payments made to each Contractor / Supplier. The Project Engineer shall submit the completed Form OCR-482 to the DBE Coordinator (Office of Civil Rights). Final acceptance of the project is dependent upon Contract Administration Division's receipt of completed Form OCR-482 which they will receive from the Office of Civil Rights.
- (3) OCR-483: The Project Engineer/Inspector will complete Form OCR-483, the Commercially Useful Function (CUF) Performance Report, in accordance with MDOT

S.O.P. No. OCR-03-09-01-483. Evaluations reported on this form are used to determine whether or not the DBE firm is performing a CUF. The Prime Contractor should take corrective action when the report contains any negative evaluations. DBE credit may be disallowed and/or other sanctions imposed if it is determined the DBE firm is not performing a CUF. This form should also be completed and returned to the DBE Coordinator (Office of Civil Rights).

- (4) OCR-484: Each month, the Contractor will submit to the Project Engineer OCR-484 certifying payments to all Subcontractors. This OCR-484 will be attached to the monthly estimate for further processing. Failure of the Contractor to submit the OCR-484 will result in the estimate not being processed or paid.
- (5) OCR-485: Bidder must submit signed form with bid proposal of all firms that submitted quotes for material supplies or items to be subcontracted. Please make and add copies of this form when needed or attach additional sheets containing the information required by the form and add these sheets to the bid proposal. If at least one copy of this form is not signed and included as part of bid proposal, your bid will be deemed irregular.
- (6) OCR-487: Only used by Prime Contractors that are certified DBE firms. This form is used in determining the exact percentage of DBE credit for the specified project. It should be returned to MDOT with the OCR-481 form, or can also be returned with the Permission to Subcontract Forms (CAD-720, CAD-725 and CAD-521).

SANCTIONS

The Department has the option to enforce any of the following penalties for failure of the Prime Contractor to fulfill the DBE goal as stated on the OCR-481 form or any violations of the DBE program guidelines:

- (1) Disallow credit towards the DBE goal
- (2) Withhold progress estimate payments
- (3) Deduct from the final estimate or recover an amount equal to the unmet portion of the DBE goal which may include additional monetary penalties as outlined below based on the number of offenses and the severity of the violation as determined by MDOT.

1 st Offense	10% of unmet portion of goal	or	\$5,000 lump sum payment	or	Both
2 nd Offense	20% of unmet portion of goal	or	\$10,000 lump sum payment	or	Both
3 rd Offense	40% of unmet portion of goal	or	\$20,000 lump sum payment	or	\$20,000 lump sum payment and debarment
- (4) Debar the Contractor involved from bidding on Mississippi Department of Transportation projects.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 5405

CODE: (SP)

| DATE: 02/11/2015

SUBJECT: Traffic Control Devices

Bidders are advised of the following two changes regarding traffic control devices.

Flashing Arrow Panels

| In Subsection 619.02.5 of the Standard Specifications, it states that flashing arrow panels shall meet the requirements of Section 6F.53 of the MUTCD. The new MUTCD has changed this reference to Section 6F.61. Flashing arrow panels on this project must meet the requirements of Section 6F.61 of the latest MUTCD.

Type III Barricade Rails

The use of 2-inch nominal thickness timber for rails on Type III barricades has not been approved by NCHRP as a crashworthy device. Therefore, the use of 2-inch nominal thickness timbers will not be allowed for rails on Type III Barricades. Timber rails for Type III Barricades shall be as follows.

- For barricades up to four feet (4') wide, the maximum thickness of timber rails shall be one inch (1") and the material shall be pine timber or ¾-inch ACX plywood.
- For barricades more than four feet (4') wide, timber rails shall be constructed of ¾-inch ACX plywood.

A list of crashworthy Type III Barricades can be found at the below FHWA website.

http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/wzd/

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 5412

CODE: (SP)

DATE: 02/18/2015

SUBJECT: Weight Limits

Bidders are hereby advised that all trucks hauling materials to and from this project shall comply with the legal weight limits as established by law. MDOT will not compensate the Contractor for any portion of a load delivered to the project in excess of the legal limit for that truck.

Vehicles relying on harvest permits are limited to hauling only those materials set forth in Section 27-19-81(4) of the Mississippi Code, as amended.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 5865 LPA

CODE: (SP)

DATE: 11/30/2015

SUBJECT: Sampling and Testing of Concrete on Small LPA Projects

Bidders are advised that the following concrete items will be tested at a reduced amount and will not be accepted based on the Quality Control / Quality Assurance (QC/QA) requirements of Section 804 of the specifications.

<u>Section</u>	<u>Description</u>
221	Paved Ditches
601	Minor Structures - manholes, inlets, catch basins, junction boxes, pipe headwalls, and pipe collars.
605	Edge Drain and Underdrain Outlet Pads
606	Guardrail Anchors
607	Fence Post Footings
608	Sidewalks
609	Curb and Gutter
614	Driveways
616	Median and Island Pavement
630	Sign Footings, except Overhead Sign Supports

The material requirements for the above pay items are as follows:

1. Cement and aggregates for concrete items shall be from approved sources. Concrete shall be produced from a concrete batch plant which has a current plant calibration. The Project Engineer shall furnish plant inspection as deemed necessary for control. The producer shall furnish with each load of concrete a delivery ticket containing the following information:
 - a. Project Number
 - b. Class Concrete
 - c. Weight of Cement
 - d. Free Water in Aggregate (gallons)
 - e. Weight of Fine Aggregate
 - f. Weight of Coarse Aggregate
 - g. Water in Mix (gallons)
 - h. Number of Revolutions Mixed
 - i. Time of Batching
2. The Contractor is required to submit mix designs to accomplish this work in accordance with Section 804.
3. A set of three cylinders, slump test, and air test will be performed on the first day of production for each mix design. The compressive strength test shall be the average of three cylinders.
4. An additional set of cylinders, slump test, and air test will be performed at a minimum of rate of one per 100 cubic yards of mix produced.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 5866 LPA

CODE: (SP)

| DATE: 10/28/2015

SUBJECT: Payroll Requirements

Bidders are hereby advised that the Contractor and Subcontractor(s) are required to submit payroll information to the Project Engineers on a weekly basis.

On Federal-Aid Projects, LPA-880, LPA-881 and certified payroll submissions are required each week the Contractor or a Subcontractor performs work on the project. This is addressed in Section IV of Form FHWA-1273.

On State-Funded Projects, LPA-880 is required each week the Contractor or a Subcontractor performs work on the project.

| When no work is performed on either Federal-Aid or State-Funded Projects, the Contractor should only submit LPA-880 showing no work activities.

The Contractor shall make all efforts necessary to submit this information to the Project Engineer in a weekly. The Engineer will have the authority to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to submit the required information. Submission of forms and payrolls shall be current through the first full week of the month for the estimate period in order for the Project Engineer to process an estimate.

Bidders are advised to review the requirements regarding payroll submissions in Section 110 of the Standard Specifications.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 7001

CODE: (SP)

DATE: 1/7/2015

SUBJECT: Contract Time

PROJECT:

The completion of work to be performed by the Contractor for this project will not be a specified date but shall be when all allowable working days are assessed, or any extension thereto as provided in Subsection 907-108.06.

The Notice of Award will be issued within 60 days of the bid opening date and the effective date of the Notice to Proceed / Beginning of Contract Time Date will be within two months following the Date of the Notice of Execution of Contract Letter.

The Contractor shall request a Notice to Proceed / Beginning of Contract Time Date after receiving the Notice of Execution of Contract Letter and the date requested should be within the two month period following the Date of the Notice of Execution of Contract Letter.

Should the Contractor not request a Notice to Proceed Date within the two months allowed, the date for the Notice to Proceed / Beginning of Contract Time will be two months after the Date of the Notice of Execution of Contract Letter.

70 Working Days have been allowed for the completion of work on this project.

A Preconstruction Conference as required by Subsection 907-108.03.2 should be held prior to commencement of any field work by the Contractor.

General Decision Number: MS160235 04/08/2016 MS235

Superseded General Decision Number: MS20150235

State: Mississippi

Construction Type: Highway

County: Forrest County in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the 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 \$10.15 (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 2016. 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	01/08/2016
1	04/08/2016

* ELEC0903-006 12/01/2015

	Rates	Fringes
ELECTRICIAN.....	\$ 25.30	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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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

SUPPLEMENT TO FORM FHWA-1273

DATE: 01/06/2016

SUBJECT: Final Certificate and Contract Provisions for Subcontracts

All subcontracts shall be in writing and contain all pertinent provisions and requirements of the prime contract.

Each "Request for Permission to Subcontract" (Mississippi Department of Transportation Form CAD-720) shall include a copy of subcontract upon request for review by the Mississippi Department of Transportation. The federal contract provisions may be omitted from the subcontract copy submitted for review provided the Contractor certifies that the provisions will be physically incorporated into the agreement furnished to the Subcontractor.

In lieu of submitting a copy of the subcontract for review, the Contractor may certify that the subcontract agreement is in writing and that it contains all the requirements and pertinent provisions of the prime contract.

Each Subcontractor will be required to provide a copy of the subcontract agreement for contract compliance reviews, along with physical evidence (copy of FHWA-1273) that requirements and pertinent provisions have been provided for review and adherence.

The Contractor is hereby advised of the requirements set forth in the following Attachment (Title 46 - Shipping) as it pertains to the implementation of Cargo Preference Act (CPA) requirements in the Federal-aid Highway Program.

By signing this contract, the Contractor agrees to conform to the requirements of the CPA.

Attachment

Title 46- Shipping

Volume: 8

Date: 2014-10-01

Original Date: 2014-10-01

Title: Section 381.7 - Federal Grant, Guaranty, Loan and Advance at Funds Agreements.

Context: Title 46- Shipping. CHAPTER II- MARITIME ADMINISTRATION, DEPARTMENT OF TRANSPORTATION. SUBCHAPTER J - MISCELLANEOUS. PART 381 - CARGO PREFERENCE-U.S.- FLAG VESSELS.

§ 381.7 Federal Grant, Guaranty, Loan and Advance of Funds Agreements.

In order to insure a fair and reasonable participation by privately owned United States-flag commercial vessels in transporting cargoes which are subject to the Cargo Preference Act of 1954 and which are generated by U.S. Government Grant, Guaranty, Loan and/or Advance of Funds Programs, the head of each affected department or agency shall require appropriate clauses to be inserted in those Grant, Guaranty, Loan and/or Advance of Funds Agreements and all third party contracts executed between the borrower/grantee and other parties, where the possibility exists for ocean transportation of items procured, contracted for or otherwise obtained by or on behalf of the grantee, borrower, or any of their contractors or subcontractors. The clauses required by this part shall provide that at least 50 percent of the freight revenue and tonnage of cargo generated by the U.S. Government Grant, Guaranty, Loan or Advance of Funds be transported on privately owned United States-flag commercial vessels. These clauses shall also require that all parties provide to the Maritime Administration the necessary shipment information as set forth in § 381.3. A copy of the appropriate clauses required by this part shall be submitted by each affected agency or department to the Secretary, Maritime Administration, for approval no later than 30 days after the effective date of this part. The following are suggested acceptable clauses with respect to the use of United States-flag vessels to be incorporated in the Grant, Guaranty, Loan and/or Advance of Funds Agreements as well as contracts and subcontracts resulting therefrom:

(a) *Agreement Clauses.* "Use of United States-flag vessels:

"(1) Pursuant to Pub. L 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

"(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."

(b) *Contractor and Subcontractor Clauses.* "Use of United States-flag vessels: The contractor agrees --

"(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

"(2) To furnish within 20 days following the date of loading for shipments originating within the United

States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

"(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

(Reorganization Plans No.21 of 1950(64 Stat. 1273) and No. 7 of 1961 (75 Stat. 840) as amended by Pub. L 91.469 (84 Stat 1036) and Department of Commerce Organization Order 10-8 (38 FR 19707, July 23, 1973)) (42 FR 57126, Nov. 1, 1977]

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**NOTICE OF REQUIREMENTS FOR AFFIRMATIVE
ACTION TO ENSURE EQUAL EMPLOYMENT
OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goal for female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work, is 6.9%.

Until further notice	Goals for minority participation for each trade (percent)
SHSA Cities:	
Pascagoula - Moss Point -----	16.9
Biloxi - Gulfport -----	19.2
Jackson -----	30.3
SMSA Counties:	
Desoto -----	32.3
Hancock, Harrison, Stone-----	19.2
Hinds, Rankin -----	30.3
Jackson -----	16.9
Non-SMSA Counties:	
George, Greene-----	26.4
Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Clay, Coahoma, Grenada, Itawamba, Lafayette, Lee, Leflore, Marshall, Monroe, Montgomery, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Washington, Webster, Yalobusha -----	
	26.5
Attala, Choctaw, Claiborne, Clarke, Copiah, Covington, Franklin, Holmes, Humphreys, Issaquena, Jasper, Jefferson, Jefferson Davis, Jones Kemper, Lauderdale, Lawrence, Leake, Lincoln, Lowndes, Madison, Neshoba, Newton, Noxubee, Oktibbeha, Scott, Sharkey, Simpson, Smith, Warren, Wayne, Winston, Yazoo-----	
	32.0
Forrest, Lamar, Marion, Pearl River, Perry, Pike, Walthall-----	
	27.7
Adams, Amite, Wilkinson -----	30.4

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in CFR Part 60-4 shall be based on its implementation of the Equal Opportunity clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4.2(d). Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is to the county and city (if any), stated in the advertisement.

5. The notification required in Paragraph 3 shall be addressed to the following:

Contract Compliance Officer
Mississippi Department of Transportation
P.O. Box 1850
Jackson, Mississippi 39215-1850

(06/28/2012)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-101-4

CODE: (IS)

DATE: 11/05/2008

SUBJECT: Definitions

Section 101, Definitions and Terms, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-101.02--Definitions. Replace the following definitions in Subsection 101.02 on pages 3 through 13.

Contract - The written agreement between the Mississippi Transportation Commission and the Contractor setting forth the obligations of the parties thereunder, including but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment.

The contract includes the invitation for bids, proposal, contract form and contract bonds, specifications, supplemental specifications, interim specifications, general and detailed plans, special provisions, notices to bidders, notice to proceed, and also any agreements that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.

Contract Bonds - The approved form of security, executed by the Contractor and the Contractor's Surety(ies), guaranteeing complete execution of the contract and all supplemental agreements pertaining thereto and the payment of all legal debts pertaining to the construction of the project. This term includes Performance and Payment Bond(s).

Surety - A corporate body, qualified under the laws of Mississippi, which is bound with and for the successful bidder by "contract bond(s)" to guarantee acceptable performance of the contract and payment of all legal taxes and debts pertaining to the construction of the project, including payment of State Sales Tax as prescribed by law, and any overpayment made to the Contractor.

Add the following to the list of definitions in Subsection 101.02 on pages 3 through 13.

Performance Bond - The approved form of security, executed by the Contractor and issued by the Contractor's Surety(ies), guaranteeing satisfactory completion of the contract and all supplemental agreements pertaining thereto.

Payment Bond - The approved form of security, executed by the Contractor and issued by the Contractor's Surety(ies), guaranteeing the payment of all legal debts pertaining to the construction of the project including, but not limited to, the labor and materials of subcontractors and suppliers to the prime contractor.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-102-4 LPA

CODE: (SP)

DATE: 04/29/2014

SUBJECT: Bidding Requirements and Conditions

907-102.06--Preparation of Proposal. Delete the fifth, sixth, seventh, eighth, and ninth paragraphs of Subsection 102.06 on page 18.

907-102.08--Proposal Guaranty. Delete the two paragraphs in Subsection 102.08 on page 20 and substitute the following:

No proposal will be considered unless accompanied by certified check, cashier's check or bid bond, made payable to the LPA listed in the contract, in an amount of not less than five percent (5%) of the total amount of the proposal offered. The guaranty shall be evidence of good faith that, if awarded the contract, the bidder will execute the contract and give performance and payment contract bond(s) as stipulated in Subsection 907-103.05.1, 907-103.05.2, and as required by law.

If a bid bond is offered as guaranty, the bond must be on a form approved by the Chief LPA Official, made by a Surety acceptable to the Chief LPA Official and signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent and the Bidder. Such bid bond shall also conform to the requirements and conditions stipulated in Subsection 907-103.05.2 as applicable.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-103-11

CODE: (SP)

| DATE: 07/22/2015

SUBJECT: Award and Execution of Contract

Section 103, Award and Execution of Contract, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-103.04--Return of Proposal Guaranty. Delete the second paragraph of Subsection 103.04 on page 23 and substitute the following:

Certified checks or cashier's checks submitted as proposal guaranties, except those of the two lowest bidders, will be returned within 10 days of contract award. The retained proposal guaranty of the unsuccessful of the two lowest bidders will be returned within ten days following the execution of a contract with the successful low bidder. The retained proposal guaranty of the successful bidder will be returned after satisfactory performance and payment bonds have been furnished and the contract has been executed.

In the event all bids are rejected by the Commission, certified checks or cashier's checks submitted as proposal guaranty by all bidders will be returned within 10 days of rejection.

Delete Subsection 103.05 on page 23 and substitute the following:

907-103.05--Contract Bonds.

907-103.05.1--Requirement of Contract Bonds. Prior to the execution of the contract, the successful bidder shall execute and deliver to the Executive Director a performance and payment bond(s), in a sum equal to the full amount of the contract as a guaranty for complete and full performance of the contract and the protection of the claimants and the Department for materials and equipment and full payment of wages in accordance with Section 65-1-85 Miss. Code Ann. (1972 as amended). In the event of award of a joint bid, each individual, partnership, firm or corporation shall assume jointly the full obligations under the contract and the contract bond(s).

907-103.05.2--Form of Bonds. The form of bond(s) shall be that provided by or acceptable to the Department. These bonds shall be executed by a Mississippi agent or qualified nonresident agent and shall be accompanied by a certification as to authorization of the attorney-in-fact to commit the Surety company. A power of attorney exhibiting the Surety's original seal supporting the Mississippi agent or the qualified nonresident agent's signature shall be furnished with each bond. The Surety company shall be currently authorized and licensed in good standing to conduct business in the State of Mississippi with a minimum rating by A.M. Best of (A-) in the latest printing "Best's Key Rating Guide" to write individual bonds up to ten percent of the policy holders' surplus or listed on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as

published by the United States Department of the Treasury, Financial Management Service, Circular 570 (latest revision as published and supplemented on the Financial Management Service Web site and in the Federal Register) within the underwriting limits listed for that Surety. The Mississippi agent or qualified nonresident agent shall be in good standing and currently licensed by the Insurance Commissioner of the State of Mississippi to represent the Surety company(ies) executing the bonds.

Surety bonds shall continue to be acceptable to the Commission throughout the life of the Contract and shall not be canceled by the Surety without the consent of the Department. In the event the Surety fails or becomes financially insolvent, the Contractor shall file a new Bond in the amount designated by the Executive Director within thirty (30) days of such failure, insolvency, or bankruptcy. Subsequent to award of Contract, the Commission or the Department may require additional security for any supplemental agreements executed under the contract or replacement security in the event of the surety(ies) loss of the ratings required above. Suits concerning bonds shall be filed in the State of Mississippi and adjudicated under its laws without reference to conflict of laws principles.

907-103.08--Failure to Execute Contract. In the first sentence of Subsection 103.08 on page 24, change “bond” to “performance and payment bonds”.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-104-5

CODE: (IS)

DATE: 05/01/2013

SUBJECT: Scope of Work

Section 104, Scope of Work, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-104.05--Removal and Disposal of All Materials From the Project. Delete the second sentence of the first full paragraph of Subsection 104.05 on page 30 and substitute the following:

The Contractor shall also furnish the Engineer a certified letter stating that the area of disposal is not in a wetland or in Waters of the U.S.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-105-8

CODE: (SP)

DATE: 11/20/2014

SUBJECT: Control of Work

Section 105, Control of Work, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is modified as follows.

907-105.04--Coordination of Plans, Specifications, Interim Specifications, Special Provisions and Notice to Bidders. Delete the second full paragraph of Subsection 105.04 on page 35, and substitute the following.

In case of a conflict between plan quantities, advertisement quantities, and/or bid sheet quantities, the bid sheet quantities shall prevail.

907-105.05--Cooperation by Contractor. Delete Subsection 105.05 on page 35 and substitute the following.

907-105.05--Cooperation by Contractor. The Contractor shall give the work the attention necessary to expedite its progress, and shall cooperate with the Engineer, inspectors and other Contractors in every possible way.

907-105.05.1--Project Superintendent. The Contractor shall have a competent and experienced full time resident superintendent who is capable of reading and understanding the plans and specifications for the particular work being performed. The superintendent shall be on the project site at any time work is being performed by the Prime Contractor or any Subcontractors. The superintendent shall advise the Project Engineer of an intended absence from the work and designate a person to be in charge of the work during such absence. The superintendent shall receive instructions from the Engineer or authorized representative. Upon issuance of the Notice to Award, the Contractor or duly appointed agent authorized to bind the Contractor shall file with the Executive Director the name and address of the superintendent who will supervise the work with copies to the Construction Engineer, Contract Administration Engineer, District Engineer and Project Engineer. The Executive Director shall be immediately notified in writing with copies to those stated when a change is made in the Contractor's superintendent or superintendent's address. The superintendent shall have full authority to execute orders or directives of the Engineer without delay and to promptly supply materials, equipment, labor and incidentals as may be required. Such superintendence shall be furnished irrespective of the amount of work sublet.

907-105.05.2--Certified Erosion Control Person. On projects that require an erosion control plan, the Contractor shall also designate a responsible person whose primary duty shall be to monitor and maintain the effectiveness of the erosion control plan, including NPDES permit

requirements. This responsible person must be a Certified Erosion Control Person certified by an organization approved by the Department. Prior to or at the pre-construction conference, the Contractor shall designate in writing the Certified Erosion Control Person to the Project Engineer. The designated Certified Erosion Control Person shall be assigned to only one (1) project. When special conditions exist, such as two (2) adjoining projects or two (2) projects in close proximity, the Contractor may request in writing that the State Construction Engineer approve the use of one (1) Certified Erosion Control Person for both projects. The Contractor may request in writing that the Engineer authorize a substitute Certified Erosion Control Person to act in the absence of the Certified Erosion Control Person. The substitute Certified Erosion Control Person must also be certified by an organization approved by the Department. A copy of the Certified Erosion Control Person's certification must be included in the Contractor's Protection Plan as outlined in Subsection 907-107.22.1. This in no way modifies the requirements regarding the assignment and availability of the superintendent.

907-105.14--Maintenance During Construction. Before the first sentence Subsection 105.14 on page 39, add the following.

The Contractor will be responsible for the maintenance of existing roadways within the limits of this project starting on the date of the Notice To Proceed / Beginning of Contract Time. Anytime work is performed in a travel lane, the Contractor shall install portable lane closure signs meeting the requirement of the MDOT Standard Drawing or MUTCD.

907-105.16--Acceptance. Delete Subsection 105.16 on pages 40 and 41, and substitute the following.

907-105.16--Acceptance.

907-105.16.1--Partial Acceptance of a Unit. When the Contractor has completed a unit of the work such as an interchange, a structure, a portion of the road or pavement or one project of a multi-project contract, the Contractor may request the Engineer to make a final inspection of that unit; or the Executive Director may order a final inspection of the unit if it is in the public's interest. If the Engineer finds upon inspection that the unit has been completed in compliance with the contract and it is a complete facility which can be made available to the public or made available for the prosecution of work under another contract, the Executive Director may conditionally accept the unit and conditionally relieve the Contractor of certain contractual responsibilities as defined in the release.

In the event items of work covered by such release are found to be defective or deficient as evidenced by unsatisfactory test reports of materials incorporated in the work or other engineering determination, the release shall terminate upon written notification to the Contractor. The Contractor shall make all corrections, restorations, constructions or reconstructions deemed necessary and shall resume all contractual responsibilities until all corrective measures have been made in accordance with the terms of the contract.

Partial acceptance does not constitute final acceptance of the work, or any part thereof, nor in any way void or alter any of the terms of the contract.

Relief from "certain contractual responsibilities" as indicated herein may, or may not, include:

- (a) Further maintenance of the defined limits of the partially accepted work.
- (b) Further public liability for the defined limits of the partially accepted work.
- (c) Further liability for liquidated damages as applicable to the value of the partially accepted work when the quantities for the partially accepted work are separate quantities listed on the Summary of Quantities sheet of the plans, and the separate quantities and the total amounts thereof are listed on the Engineer's Estimate. Otherwise, no reduction in liquidated damages will be made because of such partial acceptance.

Unless specifically provided in the contract, the liability for liquidated damages shall not be reduced to less than that applicable under the contract for an amount of such work equal to at least fifty percent (50%) of the total amount of work under the contract.

907-105.16.2--Partial Maintenance Release of a Project. Upon written notice from the Contractor of presumptive completion of all the work and upon due notice from the Resident or Project Engineer, the Engineer will make an inspection.

If the inspection discloses any work as being unsatisfactory or incomplete, the Engineer will discuss in detail with the Contractor all discrepancies in the work. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed.

However, if during the final inspection the Engineer determines that all work has been satisfactorily completed save that of growth and coverage of plant establishment on all or part of the work, the Engineer may recommend partial release of all work except items related to growth and coverage. Upon such recommendation, the Contractor will be given a partial release of maintenance and shall be released from further contractual liabilities for the completed work. The Contractor will retain responsibility for plant establishment and all maintenance and repairs appurtenant thereto until satisfactory growth and coverage is achieved.

907-105.16.3--Final Maintenance Release of a Project. Upon written notice from the Contractor of presumptive completion of all the work and upon due notice from the Resident or Project Engineer, the Engineer will make an inspection. If all work provided by the contract has been completed to the Engineer's satisfaction, the inspection will constitute the final inspection, and the Engineer will conditionally release the Contractor of maintenance.

As provided in the contract, in the event items of work are found to be deficient or defective as evidenced by unsatisfactory test reports of material incorporated into the work, the Contractor shall assume full responsibility for corrective measures, and shall reassume maintenance and public liability until such corrective measures are completed to the satisfaction of the Engineer.

907-105.16.4.--Final Acceptance of a Project. Upon evidence that the Contractor has fulfilled all obligations under the contract, the Executive Director will make final acceptance and notify the Contractor in writing. Final acceptance of the project will not be given until all obligations imposed under the contract, including but not limited to the final reporting of payrolls, final reporting of DBE payments, acceptable certifications and test reports of materials used, etc., have been fulfilled.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-107-13

DATE: 11/17/2015

SUBJECT: Permits, Licenses and Taxes

After the second paragraph of Subsection 907-107.02 on page 1, add the following.

Prior to commencing work on any Project, the Contractor shall obtain a Material Purchase Certificate number (MPC#) from the Mississippi Department of Revenue, pursuant to Miss. Code Ann. § 27-65-21, and Miss. Admin. Code 35.IV.10.01. Upon receipt of the MPC#, the Contractor must immediately provide the MPC# to the Contract Administration Division of the Department. Failure to obtain and submit a MPC# prior to commencing work shall result in the withholding of payment to the Contractor until such time that a MPC# is obtained and submitted to the Department.

Delete the last sentence of the last paragraph of Subsection 907-107.02 on page 1, and substitute the following.

The Department will notify the Mississippi Department of Revenue of the names and addresses of any Contractors or Subcontractors.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-107-13

CODE: (IS)

| DATE: 05/01/2013

SUBJECT: Legal Relations and Responsibility to Public

Section 107, Legal Relations and Responsibility to Public, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-107.02--Permits, Licenses and Taxes. Delete in toto Subsection 107.02 on page 49 and substitute the following.

The Contractor or any Subcontractor shall have the duty to determine any and all permits and licenses required and to procure all permits and licenses, pay all charges, fees and taxes and issue all notices necessary and incidental to the due and lawful prosecution of the work. At any time during the life of this contract, the Department may audit the Contractor's or Subcontractor's compliance with the requirements of this section.

The Contractor or any Subcontractor is advised that the "Mississippi Special Fuel Tax Law", Section 27-55-501, et seq. and the Mississippi Use Tax Law, Section 27-67-1, et seq., and their requirements and penalties, apply to any contract or subcontract for construction, reconstruction, maintenance or repairs, for contracts or subcontracts entered into with the State of Mississippi, any political subdivision of the State of Mississippi, or any Department, Agency, Institute of the State of Mississippi or any political subdivision thereof.

The Contractor or any Subcontractor will be subject to one or more audits by the Department during the life of this contract to make certain that all applicable fuel taxes, as outlined in Section 27-55-501, et seq., and any sales and/or use taxes, as outlined in Section 27-67-1, et seq. are being paid in compliance with the law. The Department will notify the Mississippi State Tax Commission of the names and addresses of any Contractors or Subcontractors.

907-107.14--Damage Claims and Insurance.

| **907-107.14.2--Liability Insurance.** Delete Subsection 107.14.2 beginning on page 60 and substitute the following.

907-107.14.2.1--General. The Contractor shall carry Contractor's liability, including subcontractors and contractual, with limits not less than: \$500,000 each occurrence; \$1,000,000 aggregate; automobile liability - \$500,000 combined single limit - each accident; Workers' Compensation and Employers' Liability - Statutory & \$100,000 each accident; \$100,000 each employee; \$500,000 policy limit. Each policy shall be signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent of the Insurance Company.

The Contractor shall have certificates furnished to the Department from the insurance companies providing the required coverage. The certificates shall be on the form furnished by the Department and will show the types and limits of coverage.

907-107.14.2.2--Railroad Protective. The following provisions are applicable to all work performed under a contract on, over or under the rights-of-way of each railroad shown on the plans.

The Contractor shall assume all liability for any and all damages to work, employees, servants, equipment and materials caused by railroad traffic.

Prior to starting any work on railroad property, the Contractor shall furnish satisfactory evidence to the Department that insurance of the forms and amounts set out herein in paragraphs (a) and (b) has been obtained. Also, the Contractor shall furnish similar evidence to the Railroad Company that insurance has been obtained in accordance with the Standard Provisions for General Liability Policies and the Railroad Protective Liability Form as published in the Code of Federal Regulations, 23 CFR 646, Subpart A. Evidence to the Railroad Company shall be in the form of a Certificate of Insurance for coverages required in paragraph (b), and the original policy of the Railroad Protective Liability Insurance for coverage required in paragraph (a).

All insurance herein specified shall be carried until the contract is satisfactorily complete as evidenced by a release of maintenance from the Department.

The Railroad Company shall be given at least 30 days notice prior to cancellation of the Railroad Protective Liability Insurance policy.

For work within the limits set out in Subsection 107.18 and this subsection, the Contractor shall provide insurance for bodily injury liability, property damage liability and physical damage to property with coverages and limits no less than shown in paragraphs (a) and (b). Bodily injury shall mean bodily injury, sickness, or disease, including death at anytime resulting therefrom. Property damage shall mean damages because of physical injury to or destruction of property, including loss of use of any property due to such injury or destruction. Physical damage shall mean direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment.

(a) **Railroad Protective Liability Insurance** shall be purchased on behalf of the Railroad Company with limits of \$2,000,000 each occurrence; \$6,000,000 aggregate applying separately to each annual period for lines without passenger trains. If the line carries passenger train(s), railroad protective liability insurance shall be purchased on behalf of the Railroad Company with limits of \$5,000,000 each occurrence; \$10,000,000 aggregate applying separately to each annual period.

Coverage shall be limited to damage suffered by the railroad on account of occurrences arising out of the work of the Contractor on or about the railroad right-of-way, independent of the railroad's general supervision or control, except as noted in paragraph 4 below.

Coverage shall include:

- (1) death of or bodily injury to passengers of the railroad and employees of the railroad not covered by State workmen's compensation laws,
- (2) personal property owned by or in the care, custody or control of the railroads,
- (3) the Contractor, or any of the Contractor's agents or employees who suffer bodily injury or death as a result of acts of the railroad or its agents, regardless of the negligence of the railroads, and
- (4) negligence of only the following classes of railroad employees:
 - (i) any supervisory employee of the railroad at the job site
 - (ii) any employee of the railroad while operating, attached to, or engaged on, work trains or other railroad equipment at the job site which are assigned exclusively to the Contractor, or
 - (iii) any employee of the railroad not within (i) or (ii) above who is specifically loaned or assigned to the work of the Contractor for prevention of accidents or protection of property, the cost of whose services is borne specifically by the Contractor or Governmental authority.

(b) **Contractor's Liability - Railroad**, including subcontractors, XCU and railroad contractual with limits of \$1,000,000 each occurrence; \$2,000,000 aggregate. **Automobile** with limits of \$1,000,000 combined single limit any one accident; **Workers' Compensation and Employer's Liability** - statutory and \$100,000 each accident; \$100,000 each employee; \$500,000 policy limit. **Excess/Umbrella Liability** \$5,000,000 each occurrence; \$5,000,000 aggregate. All coverage to be issued in the name of the Contractor shall be so written as to furnish protection to the Contractor respecting the Contractor's operations in performing work covered by the contract. Coverage shall include protection from damages arising out of bodily injury or death and damage or destruction of property which may be suffered by persons other than the Contractor's own employees.

In addition, the Contractor shall provide for and on behalf of each subcontractor by means of a separate and individual liability and property damage policy to cover like liability imposed upon the subcontractor as a result of the subcontractor's operations in the same amounts as contained above; or, in the alternative each subcontractor shall provide same.

907-107.15--Third Party Beneficiary Clause. In the first sentence of the first paragraph of Subsection 107.15 on page 61, change "create the public" to "create in the public".

907-107.17--Contractor's Responsibility for Work. Delete the fifth sentence of the fifth paragraph of Subsection 107.17 on page 63 and substitute the following.

The eligible permanent items shall be limited to traffic signal systems, changeable message signs, roadway signs and sign supports, lighting items, guard rail items, delineators, impact

attenuators, median barriers, bridge railing or pavement markings. The eligible temporary items shall be limited to changeable message signs, guard rail items, or median barriers.

907-107.18--Contractor's Responsibility for Utility Property and Services. After the first sentence of Subsection 107.18 on page 63, add the following:

Prior to any excavation on the project, the Contractor shall contact MS 811 and advise them to mark all known utilities in the area of the excavation.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-107-14

DATE: 06/03/2014

SUBJECT: Contractor's Protection Plan

907-107.22.1--Contractor's Erosion Control Plan. Delete the first sentence of the second paragraph of Subsection 907-107.22.1 on page 1, and substitute the following.

The time between the Notice of Award and Notice to Proceed/Beginning of Contract Time in the proposal, has been allowed for the submittal and concurrence of the Contractor's erosion control plan, MDOT's review of the plan, and any revisions that may be necessary.

After the last paragraph of Subsection 907-107.22.1 on page 2, add the following.

As soon as the ECP has been approved, a copy of the SWPPP (Narrative, ECP with updates) shall be available on the project at all times. The Contractor shall provide and install a weatherproof enclosure, such as a mailbox, on the project at a location that will be readily accessible to the Engineer or others who may want to review the project ECP. The cost of installing and maintaining this enclosure shall be included in the prices bid for the various erosion control pay items and no direct payment will be made for this work.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-107-14

CODE: (IS)

DATE: 05/22/2013

SUBJECT: Contractor's Protection Plan

Section 107, Legal Relations and Responsibility to Public, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

Delete in toto Subsection 107.22.1 on pages 65 and 66, and substitute the following.

907-107.22.1--Contractor's Erosion Control Plan. At the preconstruction conference or prior to starting any work on the project, the Contractor shall submit to the Project Engineer for concurrence a comprehensive erosion and siltation control plan. The plan shall utilize temporary measures and permanent erosion control features to provide acceptable controls during all stages of construction. If an early Notice to Proceed is desired, the Contractor's Erosion Control Plan should be submitted to the Engineer as soon as possible after award since an approved erosion control plan is required for an early Notice to Proceed.

Approximately 60 calendar days, the time between the Notice of Award and Notice to Proceed/Beginning of Contract Time in the proposal, has been allowed for the submittal and concurrence of the Contractor's erosion control plan, MDOT's review of the plan, and any revisions that may be necessary. The original contract time shall not be adjusted unless delays are caused solely by the Department for the submission, review, and concurrence of the Contractor's erosion control plan.

As a minimum, the plan shall include the following:

1. Erosion Control Plan (ECP) sheets or the plan profile sheets, 11" x 17" or larger, of all areas within the rights-of-way from the Beginning of the Project (BOP) to the End of the Project (EOP) showing the location of all temporary erosion control devices. Erosion control devices should be identified by exact type, temporary or permanent, configuration, and placement of each item to prevent erosion and siltation. A narrative of the Contractor's temporary erosion control plan shall be submitted in a format similar to the form attached to this special provision, but must include the heading and sub-heading information. As a minimum, the narrative shall include the following:
 - A detailed description, including locations (station numbers) of the Contractor's proposed sequence of operations including, but not limited to, clearing and grubbing, excavation, drainage, and structures.
 - A detailed description, including locations, and best management practices (BMP) that will be used to prevent siltation and erosion from occurring during the Contractor's proposed sequence of operations.

2. A copy of the certification for the Contractor's Certified Erosion Control Person whose primary duty shall be monitoring and maintaining the effectiveness of the erosion control plan, BMPs, and compliance with the NPDES permit requirements.
3. A plan for the disposal of waste materials on the project right-of-way which shall include but not be limited to the following:
 - containment and disposal of materials resulting from the cleaning (washing out) of concrete trucks that are delivering concrete to the project site.
 - containment and disposal of fuel / petroleum materials at staging areas on the project.

The erosion and siltation control plan shall be maintained on the project site at all times, updated as work progresses to show changes due to revisions in the sequences of construction operations, replacement of inadequate BMPs, and the maintenance of BMPs. Work shall not be started until an erosion control plan has been concurred with by the MDOT. The Engineer will have the authority to suspend all work and/or withhold payments for failure of the Contractor to carry out provisions of MDEQ's Storm Water Construction General Permit, the erosion control plan, updates to the erosion control plan, and /or proper maintenance of the BMPs.

907-107.22.2--Clearing and Grubbing, Haul Roads, Waste Areas, Plant Sites or Other Areas Occupied by the Contractor. Delete the fourth paragraph of Subsection 107.22.2 on page 66 and substitute the following.

Unless otherwise determined by the Engineer from a study of overall job conditions, the exposed surface area of erodible material at any one time on this project shall not exceed 19 acres without prior approval by the Engineer.

EXAMPLE
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
Storm Water Pollution Prevention Plan (SWPPP)
Narrative

General Permit Coverage No: MSR_____

Project Number: _____

County: _____

Route: _____

SITE INFORMATION

This project consists of grading and installing drainage structures necessary to construct approximately 6 miles of parallel lanes on SR 31 between the Hinds County Line and the Rankin County Line.

SEDIMENT AND EROSION CONTROLS

VEGETATIVE CONTROLS: Clearing and grubbing areas will be minimized to comply with the buffer zones (minimum of 15 feet along the ROW lines and 5 feet along creeks) as per the contract documents. A combination of temporary and permanent grassing will be used to protect slopes as construction progresses. **Should a disturbed area be left undisturbed for 14 days or more, temporary or permanent vegetation will be placed within 7 calendar days.**

STRUCTURAL CONTROLS: Gravel construction entrance/exit will be installed near Stations 145+50, 159+50, 164+50 & 172+50. Riprap ditch checks will be constructed at Stations 144+50, 151+75, 162+00 & 166+25. The Concrete washout area will be at Stations 140+25, 152+00 & 168+50.

HOUSEKEEPING PRACTICES: Structural BPM's will be cleaned out when sediment reaches 1/3 to 1/2 of the height of the BMP. Maintenance and repair of equipment will be performed off-site, material wash out will occur either off-site or within designated wash out areas.

POST-CONSTRUCTION CONTROL MEASURES: As construction is completed, permanent vegetative growth will be established on disturbed soils to improve soil stability and provide a buffer zone for loose material. Paved ditches and flumes will be placed as specified in the ECP to reduce erosion in concentrated flow areas and rip rap will be placed as specified to dissipate flow energy and reduce flow velocity.

IMPLEMENTATION SEQUENCE

Perimeter controls will be installed first. Clearing and grubbing will be performed in 19-acre sections beginning at the BOP and temporary grassing will be installed as needed. Temporary erosion control BMP's will be installed at the drainage structures prior/during construction of the drainage structures. Grading activities will commence at the BOP and proceed towards the EOP, fill slopes will be permanently grassed in stages for fill heights that exceed 5 feet. Base materials will be installed on completed grading sections with the paving to follow.

MAINTENANCE PLAN

All erosion and sediment control practices will be checked for stability and operation following every rainfall but in no case less than once every week. Any needed repairs will be made immediately to maintain all practices as designed. Sediment basins will be cleaned out when the level of sediment reaches 2.0 feet below the top of the riser. Sediment will be removed from behind BMP's when it becomes about 1/3 to 1/2 height of BMP.

Prime Contractor's Signature

Date

Printed Name

Title

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-108-37LPA

DATE: 12/17/2015

SUBJECT: Prosecution and Progress

Delete the first paragraph of Subsection 907-108.03.1 on pages 1 and 2, and substitute the following.

907-108.03.1--Progress Schedule. On working day projects, the LPA will furnish the Contractor a progress schedule developed for the determination of contract time which may be used as the contract progress schedule, or the Contractor's own proposed progress schedule may be submitted for approval. If the Contractor elects to furnish a progress schedule for approval by the Engineer, it should be furnished promptly after award of the contract.

On completion date projects **which include A + B projects**, the Contractor shall furnish a progress schedule and be prepared to discuss both its proposed methodologies for fulfilling the scheduling requirements and its sequence of operations.

The Engineer will review Contractor prepared progress schedules and approve schedules as it relates to compliance with the specifications and logic. The progress schedule must be approved by the Engineer prior to commencing work. The progress schedule shall be a computer generated bar-chart type schedule meeting the below minimum requirements. These activities shall be significantly detailed enough to communicate the Contractor's understanding of the construction sequencing and phasing of the project.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-108-37LPA

CODE: (SP)

DATE: 6/25/2015

SUBJECT: Prosecution and Progress

Section 108, Prosecution and Progress, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-108.01--Subletting of Contract.

907-108.01.1--General. At the end of the last paragraph of Subsection 108.01.1 on page 73, add the following.

The Engineer will have the authority to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to make prompt payment within 15 calendar days as required above, or failure to submit the required OCR-484-LPA Form, Certification of Payments to Subcontractors, which is also designed to comply with prompt payment requirements.

907-108.02--Notice To Proceed. Delete the second paragraph of Subsection 108.02 on page 75.

Delete the fourth paragraph of Subsection 108.02 on page 75 and substitute the following.

Upon written request from the Contractor and if circumstances permit, the Notice to Proceed may be issued at an earlier date subject to the conditions stated therein. The Contractor shall not be entitled to any monetary damages or extension of contract time for any delay claim or claim of inefficiency occurring between the early issuance Notice to Proceed date and the Notice to Proceed date stated in the contract.

907-108.03--Prosecution and Progress. Delete Subsection 108.03.1 on pages 75 & 76, and substitute the following.

907-108.03.1--Progress Schedule. On working day and completion date projects, the LPA will furnish the Contractor a progress schedule developed for the determination of contract time which may be used as the contract progress schedule, or the Contractor's own proposed progress schedule may be submitted for approval. If the Contractor elects to furnish a progress schedule for approval by the Engineer, it should be furnished promptly after award of the contract.

The Engineer will review the schedule and approve the schedule as it relates to compliance with the specifications and logic. The progress schedule must be approved by the Engineer and MDOT LPA Coordinator prior to commencing work. The progress schedule shall be a computer generated bar-chart type schedule meeting the below minimum requirements. These activities shall be significantly detailed enough to communicate the Contractor's understanding of the construction sequencing and phasing of the project.

When preparing the progress schedule, the Contractor shall include the following:

- Show a time scale to graphically show the completion of the work within contract time.
- Define and relate activities to the contract pay items.
- Show all activities in the order the work is to be performed including submittals, submittal reviews, fabrication and delivery.
- Show all activities that are controlling factors in the completion of the work.
- Show the time needed to perform each activity and its relationship in time to other activities.

This progress schedule shall provide a bar for each major phase of construction such as, but not limited to, clearing and grubbing, grading, drainage structures, bridges, base, shoulders, paving, etc. with an estimated start working day and completion working day for each bar, all within the specified contract time.

A revised progress schedule may be required within ten days of the occurrence of any one of the following conditions:

- when a major change occurs in the work
- when a time extension is granted
- when the progress schedule becomes unrealistic

The Engineer's approval of the aforementioned Progress Schedules does not waive any contract requirements.

In the event the Contractor has not submitted an approvable progress schedule by the beginning of contract time, the progress schedule prepared by the LPA shall be the approved progress schedule and used to assess contract time.

An approved progress schedule shall be in effect until the date on which a revised schedule is approved. The approved progress schedule will be the basis for contract time assessment.

When a Critical Path Method (CPM) schedule is required in the proposal, this schedule will be used in lieu of the bar graph progress schedule in evaluating work progress. In such case, the same time frame noted in this subsection for the original submittal along with the update requirements will apply.

907-108.03.2--Preconstruction Conference. Delete the first paragraph of Subsection 108.03.2 on page 76 and substitute the following.

Prior to commencement of the work, a preconstruction conference shall be held for the purpose of discussing with the Contractor essential matters pertaining to the prosecution and satisfactory completion of the work. The Contractor will be responsible for scheduling the preconstruction conference. The Contractor will advise the Project Engineer in writing 14 days prior to the requested date that a conference is requested. The preconstruction conference will be coordinated through the MDOT LPA Coordinator to insure that the proper MDOT representatives are in

attendance. When the contract requires the Contractor to have a certified erosion control person, the Contractor's certified erosion control person shall be at the preconstruction conference. The local public agency will arrange for utility representatives and other affected parties to be present.

Delete the third paragraph of Subsection 108.03.2 on page 76.

907-108.06--Determination and Extension of Contract Time. Delete Subsections 108.06.1 and 108.06.2 on pages 79 thru 85 and substitute the following.

907-108.06.1--Based on [Working Day](#) Completion.

907-108.06.1.1--General. Contract Time will be established on the basis of [an allowable number of Working Days](#), as indicated in the contract. [A working day is defined as a day the Contractor worked or could have worked in accordance with the conditions set forth in Subsection 907-108.06.1.2, Subparagraphs \(a\) and \(b\), except during the months of December, January, and February.](#)

[During the months of December, January, and February, time will be assessed in the miscellaneous phase regardless of whether or not the Contractor actually works. The value for the time on any particular day will be determined by dividing the number of anticipated working day shown in the following table by the number of days in the particular month. This number will be expressed to three decimal places \(0.000\)](#)

The span of time allowed for the completion of the work included in the contract will be indicated in the contract documents and will be known as "Contract Time".

907-108.06.1.2--Contract Time. The following TABLE OF ANTICIPATED [WORKING DAYS](#) indicates an average/anticipated number of [working](#) days per month.

TABLE OF ANTICIPATED **WORKING** DAYS

Month	WORKING Days
January	6
February	7
March	11
April	15
May	19
June	20
July	21
August	21
September	20
October	16
November	11
December	5
Calendar Year	172

NOTE: The above Table is for informational purposes only. The actual working day total as assessed by the Project Engineer on Form CSD-765 shall govern.

Available **working** days will start being assessed at the original Notice to Proceed/Beginning of Contract Time date set in accordance with the contract, regardless of whether or not the Contractor has been issued an early Notice to Proceed.

Available **working** days will be based on soil and weather conditions and other specific conditions cited in the contract. The Engineer will determine on each applicable day the extent to which work in progress could have been productive, regardless of whether the Contractor actually worked.

An available **working** day will be assessed as follows:

(a) Any day of the week, Monday through Friday, exclusive of legal holidays recognized by the Department in Subsection 108.04.1, in which the Contractor works or could have worked for six (6) or more consecutive hours on the controlling item(s) of work, as determined by the Engineer from the Contractor's approved progress schedule. When the Contractor works or could work four but less than six consecutive hours, one-half (0.5) of an available work day will be charged for that day. When the Contractor works or could work six or more consecutive hours during the day, one (1.0) available work day will be charged for that day, **and**

(b) Any Saturday, exclusive of legal holidays recognized by the Department in Subsection 108.04.1, in which the Contractor works for six (6) or more consecutive hours on the controlling item(s) of work, as determined by the Engineer from the Contractor's approved progress schedule. When the Contractor works less than four consecutive hours during the day, no time will be charged for that day. When the Contractor works four but less than six consecutive hours,

one-half (0.5) of an available work day will be charged for that day. When the Contractor works six or more consecutive hours during the day, one (1.0) available work day will be charged for that day.

Should the weather or other conditions be such that four (4) consecutive satisfactory hours are not available prior to noon (for daytime operations) or midnight (for nighttime operations), no time will be assessed for that day regardless of the above conditions. However, if the Contractor elects to work, time will be assessed in accordance with the previous paragraphs.

Time will not be charged during any required waiting period for placement of permanent pavement markings as set forth in Subsection 618.03 provided all other work is complete except growth and coverage of vegetative items as provided in Subsection 210.01.

Each month the Engineer will complete, and furnish to the Contractor, an "Assessment Report of Working Days" (CSD-765). This report shows the number of working days assessed during the estimate period and the cumulative working days assessed to date. The Contractor should review the Engineer's report as to the accuracy of the assessment and confer with the Resident or Project Engineer to rectify any differences. Each should make a record of the differences, if any, and conclusions reached. In the event mutual agreement cannot be reached, the Contractor will be allowed a maximum of 15 calendar days following the ending date of the monthly report in question to file a protest Notice of Claim in accordance with the provisions of Subsection 105.17. Otherwise, the Engineer's assessment shall be final unless mathematical errors of assessment are subsequently found to exist, and any claim of the Contractor as to such matter shall be waived.

The Contractor's progress will be determined monthly at the time of each progress estimate and will be based on the percentage of money earned by the Contractor compared to the percentage of elapsed time.

The percentage of money earned will be determined by comparing the total money earned to date by the Contractor, minus any payment for advancement of materials, to the total dollar amount of the contract. The percentage of time elapsed will be determined by comparing the working days assessed to-date on Form CSD-765 to the total allowable working days for the contract.

When the "percent complete" lags more than 20 percent behind the "percentage of elapsed time", the Contractor shall immediately submit a written statement and revised progress schedule indicating any additional equipment, labor, materials, etc. to be assigned to the work to ensure completion within the specified contract time. When the "percent complete" lags more than 40 percent behind the "percentage of elapsed time", the contract may be terminated.

907-108.06.1.3--Extension of Time. The Contractor may, prior to the expiration of the Contract Time, make a written request to the Engineer for an extension of time with a valid justification for the request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time.

An extension of contract time may be granted for unforeseen utility delays, abnormal delays caused solely by the State or other governmental authorities, or unforeseeable disastrous phenomena of nature of the magnitude of earthquakes, hurricanes, named tropical storms,

tornadoes, or flooded essential work areas which are deemed to unavoidably prevent prosecuting the work.

The span of time allowed in the contract as awarded is based on the quantities used for comparison of bids. If satisfactory fulfillment of the contract requires performance of work in greater quantities than those set forth in the proposal, the time allowed for completion shall be increased in Working Days in the same ratio that the cost of such added work, exclusive of the cost of work altered by Supplemental Agreement for which a time adjustment is made for such altered work in the Supplemental Agreement, bears to the total value of the original contract unless it can be established that the extra work was of such character that it required more time than is indicated by the money value.

Any extension of contract time will be on a working day basis.

The Contractor shall provide sufficient materials, equipment and labor to guarantee the completion of the work in the contract in accordance with the plans and specifications within the Contract Time.

If the contract time of the project is extended into a season of the year in which completion of certain items of work would be prohibited or delayed because of seasonal or temperature limitations, the Engineer may waive the limitations provided the completion of the work will not result in a reduction in quality. When determined that the completion of the out-of-season items will cause a reduction in the quality of the work, the completion of the project will be further extended so the items may be completed under favorable weather conditions. In either case, the Engineer will notify the Contractor in writing.

Liquidated damages as set forth in Subsection 907-108.07 under the heading "Daily Charge Per Calendar Day" in the Table titled "Schedule of Deductions for Each Day of Overrun in Contract Time", shall be applicable to each calendar day after the working days are exhausted, or authorized extension thereof, and until all work under the contract is completed.

907-108.06.1.4--Cessation of Contract Time. When the Engineer by written notice schedules a final inspection, time will be suspended until the final inspection is conducted and for an additional 14 calendar days thereafter. If after the end of the 14-day suspension all necessary items of work have not been completed, time charges for the remaining working days will resume. If a project is on liquidated damages at the time a final inspection is scheduled, liquidated damages will be suspended until the final inspection is conducted and for seven (7) calendar days thereafter. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the Engineer as prescribed in Subsection 105.16 and all items of work have been completed, the daily time charge will cease.

907-108.06.2--Based on Specified Completion Date.

907-108.06.2.1--General. Contract Time will be established on the basis of a Specified Completion Date indicated in the Contract, or as determined by the Contractor in accordance with the contract documents. The span of time allowed for the completion of the work included in the contract will be known as "Contract Time".

For contracts in which a Specified Completion Date is indicated in the Contract, the span of Contract Time shall be the number of Calendar Days specified in the Contract.

For contracts in which a Completion Date is determined by the Contractor (A + B Contracts), the span of Contract Time shall be between the date of the Notice to Proceed and the date representing the number of Calendar Days determined by the Contractor to complete the work.

The Contractor shall provide sufficient materials, equipment and labor to guarantee the completion of the work in the contract in accordance with the plans and specifications within the Contract Time.

At any given date, the ratio of the accumulated monetary value of that part of the work actually accomplished to the total contract bid amount adjusted to reflect approved increases or decreases shall determine the "percent complete" of the work.

The Contractor's progress will be determined monthly at the time of each progress estimate and will be based on the percentage of money earned by the Contractor compared to the percentage of elapsed time.

The percentage of money earned will be determined by comparing the total money earned to date by the Contractor, minus any payment for advancement of materials, to the total dollar amount of the contract. The percentage elapsed time shall be calculated as a direct ratio of the expired Calendar Days to the total Calendar Days provided for in the contract.

When the "percent complete" lags more than 20 percent behind the "percentage of elapsed time", the Contractor shall immediately submit a written statement and revised progress schedule indicating any additional equipment, labor, materials, etc. to be assigned to the work to ensure completion within the specified contract time. When the "percent complete" lags more than 40 percent behind the "percentage of elapsed time", the contract may be terminated.

907-108.06.2.2--Extension of Time. The Contractor may, prior to the expiration of the Contract Time, make a written request to the Engineer for an extension of time with a valid justification for the request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time.

On all completion date contracts, an extension of contract time may be granted for unforeseen utility delays, abnormal delays caused solely by the State or other governmental authorities, or unforeseeable disastrous phenomena of nature of the magnitude of earthquakes, hurricanes,

named tropical storms, tornadoes, or flooded essential work areas which are deemed to unavoidably prevent prosecuting the work.

The span of time allowed in the contract as awarded is based on the quantities used for comparison of bids. If satisfactory fulfillment of the contract requires performance of work in greater quantities than those set forth in the proposal, the time allowed for completion shall be increased in Calendar Days in the same ratio that the cost of such added work, exclusive of the cost of work altered by Supplemental Agreement for which a time adjustment is made for such altered work in the Supplemental Agreement, bears to the total value of the original contract unless it can be established that the extra work was of such character that it required more time than is indicated by the money value.

Any extension of contract time will be based on a calendar day basis, excluding Saturdays, Sundays or legal holidays recognized by the Department in Subsection 108.04.1.

If the contract time of the project is extended into a season of the year in which completion of certain items of work would be prohibited or delayed because of seasonal or temperature limitations, the Engineer may waive the limitations provided the completion of the work will not result in a reduction in quality. When determined that the completion of the out-of-season items will cause a reduction in the quality of the work, the completion of the project will be further extended so the items may be completed under favorable weather conditions. In either case, the Engineer will notify the Contractor in writing.

Liquidated damages as set forth in Subsection 907-108.07 under the heading "Daily Charge Per Calendar Day" in the Table titled "Schedule of Deductions for Each Day of Overrun in Contract Time", shall be applicable to each calendar day after the specified completion date, or authorized extension thereof, and until all work under the contract is completed.

907-108.06.2.3--Cessation of Contract Time. When the Engineer by written notice schedules a final inspection, time will be suspended until the final inspection is conducted and for an additional 14 calendar days thereafter. If after the end of the 14-day suspension all necessary items of work have not been completed, time charges will resume. If the specified completion date had not been reached at the time the Contractor called for a final inspection, the calendar day difference between the specified completion date and the date the Contractor called for a final inspection will be added after the 14-day period before starting liquidation damages. If a project is on liquidated damages at the time a final inspection is scheduled, liquidated damages will be suspended until the final inspection is conducted and for seven (7) calendar days thereafter. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the Engineer as prescribed in Subsection 105.16 and all items of work have been completed, the daily time charge will cease.

907-108.07--Failure to Complete the Work on Time. Delete the Schedule of Deductions table in Subsection 108.07 on page 85, and substitute the following.

Schedule of Deductions for Each Day of Overrun in Contract Time

Original Contract Amount		Daily Charge Per Calendar Day
From More Than	To and Including	
\$ 0	100,000	\$ 150
100,000	500,000	360
500,000	1,000,000	540
1,000,000	5,000,000	830
5,000,000	10,000,000	1,200
10,000,000	20,000,000	1,800
20,000,000	-----	3,500

907-108.10--Termination of Contractor's Responsibility. In the last sentence of Subsection 108.10 on page 88, change “bond” to “performance and payment bond(s)”.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-109-8

CODE: (SP)

| DATE: 09/10/2015

SUBJECT: Measurement and Payment

Section 109, Measurement and Payment, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-109.01--Measurement of Quantities. Delete the third full paragraph of Subsection 109.01 on page 90 and substitute the following.

When requested by the Contractor, material specified to be measured by the cubic yard or ton may be converted to the other measure as appropriate. Factors for this conversion will be determined by the District Materials Engineer and agreed to by the Contractor. The conversion of the materials along with the conversion factor will be incorporated into the contract by supplemental agreement. The supplemental agreement must be executed before such method of measurement is used.

After the second sentence of the fourth full paragraph of Subsection 109.01 on page 90, add the following.

Where loose vehicle measurement (LVM) is used, the capacity will be computed to the nearest one-tenth cubic yard and paid to the whole cubic yard. Measurements greater than or equal to nine-tenths of a cubic yard will be rounded to the next highest number. Measurements less than nine-tenths of a cubic yard will not be rounded to the next highest number. Example: A vehicle measurement of 9.9 cubic yards will be classified as a 10-cubic yard vehicle. A vehicle measurement of 9.8 cubic yards will be classified as a 9-cubic yard vehicle.

907-109.04--Extra and Force Account Work. Delete the first paragraph under Subsection 109.04 on page 91, and substitute the following.

When extra work results for any reason and is not handled as prescribed elsewhere herein, the Engineer and the Contractor will attempt to agree on equitable prices. When such prices are agreed upon, a Supplemental Agreement will be issued by the Engineer.

When the Supplemental Agreement process is initiated, the Contractor will be required to submit to the Engineer a detailed breakdown for Material, Labor, Equipment, Profit and Overhead. The total allowable markup (which includes Prime Contractor and Subcontractor work, if applicable) for Supplemental Agreement work shall not exceed 20%, which also includes tax and bond.

The requirement for detailed cost breakdowns may be waived when a Department's Bid Item History exists for the proposed item(s), and the Contractor's requested price, including mark-up, is within 20% of the Department's Bid History cost for that item(s). In any case, the Department reserves the right to request detailed cost breakdowns from the Contractor on any Supplemental Agreement request.

When equitable prices cannot be agreed upon mutually by the Engineer and the Contractor, the Engineer will issue a written order that work will be completed on a force account basis to be compensated in the following manner:

In the last sentence of subparagraph (b) in Subsection 109.04 on page 91, change "bond" to "bond(s)".

Delete the first and second paragraphs of subparagraph (d) in Subsection 109.04 on page 92 and substitute the following.

Equipment. For any machinery or special equipment, other than small tools, authorized by the Engineer, the Contractor will use the rates shown in the book entitled "Rental Rate Blue Book For Construction Equipment" as published by EquipmentWatch® and is current at the time the force account work is authorized, unless otherwise allowed by the Engineer. This book shall be used to determine equipment ownership and operating expense rates. These rates do not include allowances for operating labor, mobilization or demobilization costs, overhead or profit, and do not represent rental charges for those in the business of renting equipment. Operating labor and overhead cost will be allowed. Subject to advance approval of the Engineer, actual transportation cost for a distance of not more than 200 miles will be reimbursed for equipment not already on the project. The cost of transportation after completion of the force account work will be reimbursed except it cannot exceed the allowance for moving the equipment to the work.

907-109.06--Partial Payment.

907-109.06.1--General. Delete the fourth and fifth sentences of the third paragraph of Subsection 109.06.1 on page 94, and substitute the following.

In the event mutual agreement cannot be reached, the Contractor will be allowed a maximum of 25 calendar days following the Contractor's receipt of the monthly estimate in question to file in writing, a protest Notice of Claim in accordance with the provisions Subsection 105.17. Otherwise, the Engineer's estimated quantities shall be considered acceptable pending any changes made during the checking of final quantities.

907-109.06.2--Advancement on Materials. Delete Subsection 109.06.2 on pages 94 & 95, and substitute the following.

907-109.06.2--Advancement on Materials. Partial payments may include advance payment for certain nonperishable or durable materials such as base aggregates, reinforcing steel, bridge piling, structural steel, prefabricated bridge components, traffic signal equipment, electrical equipment, fencing materials, and sign materials with approval of the Engineer. Advance payment may be requested for structural steel members provided fabrication has been completed and the members have been declared satisfactory for storage by a Department representative. The Contractor must make a written request to the Project Engineer for advanced payment and furnish written consent of the Surety. To qualify for advance payment, materials must be stored or stockpiled on or near the project or at other locations approved by the Engineer; or in the case of precast concrete members, treated timber, guard posts and other approved preprocessed durable and bulky materials, the materials may be stored at the commercial producer's yard provided it is located in Mississippi; or in the case of prestressed concrete members that may

require being produced at an out-of-state location, the prestress members shall be produced and may be stored at the commercial manufacturer's yard provided it is a PCI certified plant on the Department's List of Approved Prestress & Precast Plants and it is located within the continental United States; or in the case of structural steel members that may require fabrication at an out-of-state location, the fabricated members may be stored at the location of the commercial fabricator's yard provided it is located within the continental United States.

Advancements will not be allowed until the Project Engineer has received copies of material invoices and certified test reports or acceptable certificates of conformance, and in the case of materials stored at the commercial producer's/fabricator's yard, the material shall be positively identified for the specific project and a Certificate of Storage issued by the Department or a designated representative of the Department. Requests for advancements on fabricated structural steel members and prestress concrete members stored out-of-state will be denied when the Department does not have available a designated representative to issue a Certificate of Storage.

The Contractor shall make suitable arrangements to the satisfaction of the Engineer for storage and protection at approved sites or, in the case of materials stored at the commercial producer's yard located in Mississippi or, in the case of fabricated structural steel members stored at the commercial fabricator's yard or prestress concrete members stored at a commercial manufacturer's yard located within the continental United States, the Contractor shall make arrangements with the producer/fabricator for suitable storage and protection. If advanced payment is allowed and the materials are damaged, lost, destroyed or for any reason become unacceptable, the previous payments will be deducted from subsequent estimates until the materials are replaced or restored to an acceptable condition. In all cases, the Contractor shall save harmless the Commission in the event of loss or damage, regardless of cause.

An invoice or an accumulation of invoices for each eligible material must total \$10,000 or more before consideration will be given for making advanced payment. When allowed, advance payment will be based on verified actual material cost plus transportation charges to the point of storage. Sales tax, local haul and handling costs shall not be included as material cost.

Advanced payment shall not exceed 100% of the invoice price or 75% of the total contract bid price for the pay item, whichever is less.

Advanced payment for a component of a pay item shall not exceed 95% of the invoice price or 75% of the total contract bid price for the pay item of which the material is a part, whichever is less.

Advanced payment will be made only on materials that will be incorporated permanently in the project.

No advanced payment will be made on minor material items, hardware, etc.

No advanced payment will be made for materials when it is anticipated that those materials will be incorporated into the project within 60 calendar days.

Advanced payment will be paid for those materials which are not readily available, and which can be easily identified and secured for a specific project and for which lengthy stockpiling periods would not be detrimental.

Where a storage area is used for more than one project, material for each project shall be segregated from material for other projects, identified, and secured. Adequate access for auditing shall be provided. All units shall be stored in a manner so that they are clearly visible for counting and/or inspection of the individual units.

Unless specifically provided for in the contract, advance payment will not be made on materials, except for fabricated structural steel members or prestress concrete members, stored or stockpiled outside of the State of Mississippi.

Materials for which an advanced payment has been allowed must be paid for by the Contractor within 60 days of the estimate on which the advanced payment was first allowed and proof of said payment must be verified by the supplier. If proof of payment is not furnished within the allowable 60 days, the advanced payment will be deducted on subsequent current estimates until such time proof of payment is furnished.

As the materials are incorporated into the work, proportionate reductions for advance payments shall be made from monthly estimates covering the work performed. Calculation of percentage of completion, or rate of progress, shall be based on completed work and no consideration will be given to stockpiled materials.

907-109.07--Changes in Material Costs. Delete the third full paragraph of Subsection 109.07 on page 96 and substitute the following.

A link to the established base prices for bituminous products and fuels will be included in the contract documents under a Notice to Bidders entitled "Petroleum Products Base Prices."

Delete the last paragraph of Subsection 109.07 on pages 97 & 98, and substitute the following.

Adjustments herein provided shall not apply to fuels consumed or materials incorporated into the work during any monthly estimate period falling wholly after the expiration of contract time as defined in Subsection 101.02 of the applicable Mississippi Standard Specifications for Road and Bridge Construction, and as determined by checked final quantities.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-110-2

CODE: (SP)

| DATE: 04/02/2010

SUBJECT: Wage Rates

Section 110, Required Contract Provisions, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-110.02--Application. Delete Subsection 110.02.2 on page 100 and substitute the following.

907-110.02.2--Wage Rates. All persons employed or working upon the site of the work will be paid at wage rates not less than those contained in the wage determination decision of the Secretary of Labor in effect 10 days prior to taking bids.

| Bidders are advised that regardless of the wage rates listed in the Supplement to FHWA 1273 in the contract, minimum federal wage rates must be paid.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-213-2

CODE: (IS)

| DATE: 01/25/2008

SUBJECT: Agricultural Limestone

Section 907-213, Fertilizing, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-213.05--Basis of Payment. Delete the first sentence of the first paragraph of Subsection 213.05 on page 136 and add the following as the first paragraph of this subsection.

| Hard rock agricultural limestone will be paid for at the contract unit price per ton. Hard rock agricultural limestone with a relative neutralizing value (RNV), determined in accordance with Subsection 907-715-02.2.1.3, of between 60.0% and 62.9% will be paid for at half (½) the contract unit price per ton. No payment will be made for hard rock agricultural limestone with an RNV less than 60.0%.

Delete the first pay item listed on page 137 and substitute the following:

907-213-A: Agricultural Limestone

- per ton

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-216-1

CODE: (IS)

DATE: 05/22/2013

SUBJECT: Solid Sodding

Section 216, Solid Sodding, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-216.04--Method of Measurement. Delete the third and fourth paragraphs of Subsection 216.04 on page 144.

907-216.05--Basis of Payment. Delete the first paragraph of Subsection 216.05 on pages 144 and 145, and substitute the following.

Solid sodding will be paid for at the contract unit price per square yard, which price shall be full compensation for all labor, equipment, materials, tools, ground preparation, fertilization, and all incidentals necessary to complete the work.

Add the "907" prefix to the pay items listed on page 145.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-227-10

CODE: (IS)

DATE: 01/25/2012

SUBJECT: Hydroseeding

Section 907-227, Hydroseeding, is hereby added to and made part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows:

SECTION 907-227--HYDROSEEDING

907-227.01--Description. This work consists of furnishing, transporting, placing, plant establishment and all work necessary to produce a satisfactory and acceptable growth of grass. The seeds, fertilizers, tackifier, and mulch shall be incorporated using the hydroseeding process. These items shall be combined into a mixture and force-applied to the areas to be grassed.

907-227.02--Materials. The Contractor shall, prior to application, furnish the Engineer with invoices of all materials used in the grassing operation.

907-227.02.1--Fertilizers. Fertilizers for purposes of these specifications shall be understood to include standard manufactured products consisting of single or combination ingredients.

All fertilizers shall comply with the State fertilizer laws and Subsection 715.02.

907-227.02.2--Seeds. Seeds shall meet the requirements of Subsection 715.03, subject to the provisions of this subsection. The Contractor shall acquire seed from persons registered with the Mississippi Department of Agriculture and Commerce.

Except for the germination requirements, bags of seeds properly labeled or tagged according to law and indicating characteristics meeting or exceeding the requirements of Subsection 715.03 will be acceptable for planting.

The Contractor should provide adequate dry storage facilities for seeds, and shall furnish access to the storage for sampling stored seed.

907-227.02.3--Mulching. The rate of application of fiber mulch shall be as recommended by the manufacture of the fibers mulch.

907-227.02.3.1--Wood Fiber Mulch. Wood fiber mulch shall be made from wood chip particles manufactured particularly for discharging uniformly on the ground surface when dispersed by a hydraulic water sprayer. It shall remain in uniform suspension in water under agitation and blend with grass seed and fertilizer to form a homogeneous slurry. The fibers shall intertwine physically to form a strong moisture-holding mat on the ground surface and allow rainfall to percolate the underlying soil. The fiber material shall be heat processed so as to

contain no germination or growth-inhibiting factors. The mulch shall be dyed an appropriate color to facilitate the application of material using non-toxic dye.

907-227.02.3.2--Cellulose Fiber Mulch. Cellulose fiber mulch consist of recycled paper stock products which are shredded into small pieces particular for application by hydraulic seeding equipment. It shall mix readily and uniformly under agitation with water and blend with grass seed and fertilizer to form a homogeneous slurry. When applied to the ground surface, the material shall form a strong moisture-holding mat, allow rainfall to percolate the underlying soil, and remain in place until the grass root system is established. The material shall contain no growth inhibiting characteristic or organisms. The mulch shall be dyed an appropriate color to facilitate the application of material using non-toxic dye.

907-227.02.3.3--Wood/Cellulose Fiber Mulch. Wood/cellulose fiber mix hydroseeding mulch shall consist of a combination of the above wood and cellulose fibers at a ratio recommended by the manufacturer of the products.

907-227.02.3.4--Straw Mulch. Straw mulch shall consist of a natural straw fiber. This material shall be a minimum 90% straw and essentially free from plastic materials or other non-bio degradable substances. The material shall be disperse into a uniform mulch slurry when mixed with water.

907-227.02.3.5--Tackifier. The tackifier will serve the purpose of an adhesive to form a bond between the soil, fiber, and seed particles. It will also allow the soil to retain moisture.

The tackifier shall be of the organic or synthetic variety.

907-227.03--Construction Requirements.

907-227.03.1--Ground Preparation. Light ground preparation consists of plowing, loosening, and pulverizing the soil to form suitable beds for seeding items in reasonably close conformity with the established lines and grades without appreciable humps or depressions. Unless otherwise specified, the pulverized and prepared seedbed should be at least four inches deep and shall be reasonably free of large clods, earth balls, boulders, stumps, roots and other objectionable matter. The Engineer may eliminate or alter the requirements for ground preparation due to site conditions.

907-227.03.2--Fertilizing. The Contractor shall furnish all equipment necessary to properly handle, store, uniformly spread, and incorporate the specified application of fertilizer.

The Contractor shall incorporate bag fertilizer at a rate of 1000 pounds per acre of 13-13-13 commercial fertilizer. The equivalent rate of other type fertilizers will be allowed if the equivalent percentages of Nitrogen, Phosphorus and Potassium are obtained. Any changes in the type or rate of application of the fertilizers shall be approved by the Engineer prior to being incorporated.

Agricultural limestone will be incorporated into the area and paid for in accordance with Section 213 of the Standard Specifications.

907-227.03.3--Seeding.

907-227.03.3.1--General. The Contractor shall use the vegetation schedule in the plan for the correct types of seed and application rates, unless otherwise noted or approved by the Engineer.

When a vegetation schedule for permanent grass is not shown in the plans, the following types of seed and application rates shall be used, unless otherwise approved by the Engineer.

Bermudagrass -----	20 pounds per acre
Bahiagrass -----	25 pounds per acre
Tall Fescue -----	15 pounds per acre
Crimson Clover -----	20 pounds per acre

At the completion of the project, a satisfactory growth of grass will be required. The Contractor should reference Subsection 210 for satisfactory growth and coverage of dormant seed.

907-227.03.3.2--Plant Establishment. The Contractor should provide plant establishment on all areas seeded until release of maintenance. Plant establishment shall consist of preserving, protecting, watering, reseeding, mowing, and other work necessary to keep the seeded areas in satisfactory condition.

Plant establishment should be provided for a minimum period of 45 calendar days after completion of seeding. In the event satisfactory growth and coverage has not been attained by the end of the 45-day period, plant establishment should be continued until a satisfactory growth and coverage is provided for at least one kind of plant. The Contractor should reference Section 210 of the Standard Specifications for more information.

907-227.03.3.3--Growth and Coverage. It shall be the Contractor's responsibility to provide satisfactory growth and coverage of grasses, legumes, or combination produced from the specified seeding.

Growth and coverage on seeded areas will be considered to be in reasonably close conformity with the intent of the contract when the type of vegetation specified, exclusive of that from seeds not expected to have germinated and shows growth at that time, has reached a point of maturity where stems or runners overlap adjacent similar growth in each direction over the entire area.

Final acceptance of the project will not be made until a satisfactory growth of grass has been acknowledged by the Engineer.

907-227.03.4--Mulching. At the Contractor's option, mulch may be wood fiber, cellulose fiber, a mixture of wood and cellulose fibers, or straw fiber. The mulch shall be applied at the rate recommended by the manufacturer in a mixture of water, seed and fertilizer. Any changes in the rate of application of the mulch shall be approved by the Engineer prior to its use.

907-227.03.5--Equipment. Hydraulic equipment shall be used for the application of fertilizers, seeds and slurry of the prepared mulch. This equipment shall have a built-in agitation system with an operating capacity sufficient to agitate, suspend, and homogeneously mix slurry of the specified amount of fiber, fertilizer, seed and water. The slurry distribution lines shall be large enough to prevent stoppage. The discharge line shall be equipped with a set of hydraulic spray nozzles, which will provide even distribution of the slurry on the various areas to be seeded.

The seed, fertilizer, mulch and water shall all be combined into the slurry tank for distribution of all ingredients in one operation as specified herein. The materials shall be combined in a manner recommended by the manufacturer. The slurry mixture shall be so regulated that the amounts and rates of application shall result in a uniform application of all materials at rates not less than the amounts specified. Using the color of the mulch as a guide, the equipment operator shall spray the prepared seedbed with a uniform visible coat. The slurry shall be applied in a sweeping motion, in an arched stream, so as to fall like rain, allowing the mulch to build upon each other until an even coat is achieved.

907-227.03.6--Protection and Maintenance. The Contractor should maintain and protect seeded areas until release of maintenance of the project. The Contractor should take every precaution to prevent unnecessary foot and vehicular traffic.

The Contractor should mow or otherwise remove or destroy any undesirable growth on all areas mulched to prevent competition with the desired plants and to prevent reseeding of undesirable growth.

907-227.04--Method of Measurement. Hydroseeding, complete and accepted, will be measured by the acre. No separate payment will be made for ground preparation, seeds, fertilizers, or mulch. Acceptance will be based on a satisfactory growth and coverage of seeds planted.

Agricultural limestone shall be measured and paid for under Section 213 of the Standard Specifications.

907-227.05--Basis of Payment. Hydroseeding, measured as prescribed above, will be paid for at the contract unit price per acre, which will be full compensation for all required materials, equipment, labor, testing and all work necessary to establish a satisfactory growth of grass.

Payment will be made under:

907-227-A: Hydroseeding

- per acre

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-237-4

CODE: (SP)

| DATE: 03/13/2012

SUBJECT: Wattles

Section 907-237, Wattles, is hereby added to and made a part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

SECTION 907-237 - WATTLES

907-237.01--Description. This work consists of furnishing, constructing and maintaining wattles for the retention of soil around inlets, swale areas, small ditches, sediment basins and other areas as necessary. Also, the work includes removing and disposing of the wattles and silt accumulations.

Measurement and payment for wattles will be made only when a pay item is included in the bid schedule of the proposal. The quantity is estimated for bidding purposes only and will be dependent upon actual conditions which occur during construction of the project.

| **907-237.02--Materials.** Wattles used around inlets shall have a diameter of twelve inches (12") and a length adequate to meet field conditions. Wattles used at other locations shall have a diameter of twenty inches (20") and a length adequate to meet field conditions. The minimum diameter for the above wattle sizes shall be one inch (1") less than the specified diameter.

The stakes used in securing the wattles in place shall be placed approximately three feet (3') apart throughout the length of the wattle. Stakes shall be wooden and of adequate size to stabilize the wattles to the satisfaction of the Engineer.

In addition to the requirements of this specifications, wattles shall be listed on the Department's "Approved Sources of Materials".

907-237.03--Construction Requirements.

907-237.03.1--General. The wattles shall be constructed at the locations and according to the requirements shown on the erosion control plan.

907-237.03.2--Maintenance and Removal. The Contractor shall maintain the wattles and remove and dispose of silt accumulations.

When the wattles are no longer needed, they shall be removed and the Contractor shall dispose of silt accumulations and treat the disturbed areas in accordance with the contract requirements.

907-237.04--Method of Measurement. Wattles of the size specified will be measured per linear foot.

907-237.05--Basis of Payment. Wattles, measured as prescribed above, will be paid for at the contract unit price per linear foot, which price shall be full compensation for installation, maintaining and removal of the wattles, the removal and disposal of silt accumulations and any required restoration of the disturbed areas.

Payment will be made under:

907-237-A: Wattles, Size

- per linear foot

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-246-3

CODE: (SP)

DATE: 11/08/2010

SUBJECT: Sandbags and Rockbags

Section 907-246, Sandbags and Rockbags, is hereby added to and made a part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

SECTION 907-246 -- SANDBAGS AND ROCKBAGS

907-246.01--Description. This item of work shall consist of the furnishing, installing, and maintaining sandbags and rockbags for the purpose of temporary erosion control by intercepting and slowing the flow of sediment-laden runoff water, or for use as a temporary dam.

907-246.02--Materials. The filler material for sandbags shall consist of a fine aggregate meeting the requirements of Subsection 703.02. The filler material for rockbags shall consist of a size 57 aggregate meeting the requirements of Subsection 703.03.

The bag material shall be woven polypropylene, polyethylene or polyamide fabric with a minimum unit weight of four (4) ounces per square yard. The bags shall be a minimum of 21 inches in length, 12 inches in width, and four (4) in thickness when filled.

907-246.03--Construction Requirements. Sandbags and rockbags shall be used to construct a berm/dam which will intercept sediment-laden storm water runoff from disturbed areas, create a retention pond, detain sediment, and release water in sheet flow. Sand or rock shall be placed in the bag so that at least the top six (6) inches of the bag is unfilled to allow for proper tying of the open end. Any subsequent rows of bags shall be offset one-half the length of the preceding row to provide a layered brick-type arrangement.

The sandbag and rockbag berm/dam installation shall be maintained in good condition by the Contractor. All necessary work and materials to maintain the integrity of the installation shall be provided until earthwork construction is complete and permanent erosion-control features are in place. The maintenance of the bags will not be paid for separately and will be included in the cost for sandbags or rockbags.

907-246.04--Method of Measurement. Sandbags and rockbags will be measured per linear foot or each.

Sandbags and rockbags measured by the linear foot shall be in accordance with the details in the erosion control drawing. The length of the sandbag or rockbag berm/dam will be measured end-to-end along the cross-section of the ditch in accordance with the erosion control drawing.

907-246.05--Basic of Payment. Sandbags and rockbags, measured as prescribed above, will be

paid for per linear foot or each, which prices shall be full compensation for furnishing bags, fine aggregate, size 57 aggregate, placement of bags, maintenance of the installation, removal and disposal of the sediment deposits and removal after construction has been completed, and for all labor, tools, equipment and incidentals necessary to complete the work.

Payment will be made under:

907-246-A: Sandbags - per linear foot or each

907-246-B: Rockbags - per linear foot or each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-247-2

CODE: (SP)

| DATE: 05/20/2014

SUBJECT: Temporary Stream Diversion

Section 907-247, Temporary Stream Diversion, is hereby added to and made a part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

SECTION 907-247 -- TEMPORARY STREAM DIVERSION

907-247-.01--Description. Temporary stream diversion shall consist of excavating, stockpiling excavated material, and constructing a stream diversion at a new/existing drainage structure. It shall also include preparation of the diversion stream's bottom and slopes in accordance with the erosion control drawings.

907-247.02--Materials. Geotextiles of the type specified shall meet the requirements of Subsection 714.13. Riprap of the size specified shall meet the requirements of Section 705.

907-247.03--Construction Requirements. Temporary stream diversion(s) will be constructed in accordance with the erosion control drawings.

During the excavation of the stream diversion, all excavated material shall be stockpiled and used to backfill the stream diversion when no longer needed. The stockpiled material shall be treated so the sediment runoff from the stockpile shall not contaminate surrounding areas or enter the nearby streams. If the Contractor elects not to stockpile and maintain suitable excavated material, other suitable material will be used to backfill the stream diversion at no additional costs to the State. Any excavated material that the Engineer deems to be unsatisfactory, will be removed from the project and replaced with suitable material when the stream diversion is backfilled.

907-247.04--Method of Measurement. Temporary stream diversion will be measured per each. Stream diversions that are both left and right of a station number will not be measured separately and will be measured as one unit (each).

Payment for the disposal and replacement of the unsuitable excavated material during the construction of the stream diversion will be measured and payment made under the appropriate pay items.

| **907-247.05--Basic of Payment.** Temporary stream diversion, measured as prescribed above, will be paid for per each, which prices shall be full compensation for all excavation, backfill, geotextile fabric, pumps, pipe, sandbags, riprap, silt fence, maintenance of the installation, backfill after no longer needed, and for all labor, tools, equipment, and incidentals necessary to complete the work.

Payment will be made under:

907-247-A: Temporary Stream Diversion

- per each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-304-13

CODE: (SP)

DATE: 06/06/2012

SUBJECT: Granular Courses

Section 907-304, Granular Courses, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-304.02--Materials. After the first paragraph of Subsection 304.02.1 on page 183, add the following.

Crushed concrete meeting the requirements of Subsection 907-703.04.3 may be used in lieu of granular courses or crushed stone courses specified in the contract. This applies to base courses, shoulders, or other required construction on a prepared foundation.

907-304.03--Construction Requirements.

907-304.03.5--Shaping, Compacting and Finishing. Delete the sixth paragraph of Subsection 304.03.5 on page 185.

Delete the first table in Subsection 304.03.5 on page 186 and substitute the following.

Granular Material	Lot	Individual
<u>Class</u>	<u>Average</u>	<u>Test</u>
7,8,9 or 10	97.0	93.0
5 or 6	99.0	95.0
3 or 4	100.0	96.0
1 or 2	102.0	98.0
Crushed Courses*	99.0	95.0

* When placed on filter fabric on untreated subgrade, the individual tests and the average of the five (5) tests shall equal or exceed the following values.

<u>Lot Average</u>	<u>Individual Test</u>
96.0	92.0

907-304.05--Basis of Payment. Add the “907” prefix to the pay items listed on page 187.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-601-1

CODE: (IS)

DATE: 08/29/2007

SUBJECT: Structural Concrete

Division 600, Incidental Construction, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

After the heading **DIVISION 600 - INCIDENTAL CONSTRUCTION**, add the following:

Unless otherwise specified, all testing of Portland cement concrete in Division 600 shall be in accordance with the requirements of Subsection 907-601.02.1.

907-601.02--Materials.

907-601.02.1--General. Delete the second and third sentence of the first paragraph of Subsection 601.02.1 on page 348, and substitute the following:

Sampling and testing will be in accordance with TMD-20-04-00-000 or TMD-20-05-00-000, as applicable.

907-601.03.6.3--Removal of Falsework, Forms, and Housing. Delete the first paragraph, the table and second paragraph of Subsection 601.03.6.3 on pages 349 and 350, and substitute the following:

The removal of falsework, forms, and the discontinuance of heating, shall be in accordance with the provisions and requirements of Subsection 907-804.03.15, except that the concrete shall conform to the following compressive strength requirements:

Wingwall and Wall Forms not Under Stress	1000 psi
Wall Forms under Stress	2200 psi
Backfill and Cover clear	2400 psi

In lieu of using concrete strength cylinders to determine when falsework, forms, and housings can be removed, an approved maturity meter may be used to determine concrete strengths by inserting probes into concrete placed in a structure. The minimum number of maturity meter probes required for each structural component shall be in accordance with Subsection 907-804.03.15. Procedures for using the maturity meter and developing the strength/maturity relationship shall follow the requirements of Subsection 907-804.03.15. Technicians using the maturity meter or calculating strength/maturity graphs shall meet the requirements of Subsection 907-804.03.15.

907-601.05--Basis of Payment. Add the "907" prefix to the pay items listed on page 352.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-603-8

CODE: (SP)

DATE: 05/12/2008

SUBJECT: Culverts and Storm Drains

Section 603, Culverts and Storm Drains, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-603.03--Construction Requirements.

907-603.03.2--Bedding. After the first paragraph of the Subsection 603.03.2 on page 356, add the following:

Non-rigid pipe used in cross drains and storm drains shall have a Class B bedding. Non-rigid pipe used in side drains shall have a Class C bedding. No separate measurement will be made for pipe bedding. Costs associated with pipe bedding shall be included in the cost of the pipe.

907-603.03.4--Joining Conduit.

907-603.03.4.1--Storm Drainage. Delete the first sentence of the seventh paragraph of Subsection 603.03.4.1 on page 358, and substitute the following:

Flexible steel conduits shall be firmly joined by coupling bands.

907-603.03.7--Backfilling. After the first paragraph of the Subsection 603.03.7 on page 360, add the following:

Backfill of non-rigid corrugated polyethylene and poly (vinyl chloride) (PVC) pipe used in cross drains and storm drains shall be performed using one of the following methods:

1. Flowable fill meeting the requirements of Section 631 of the Standard Specifications. If flowable fill is used, care shall be taken to prevent the pipe from “floating”.
2. Crushed stone aggregate meeting the requirements of Subsection 703.04.3 of the Standard Specification.

No separate measurement will be made for backfilling pipe. Costs associated with backfilling pipe will be included in the cost of the pipe.

907-603.05--Basis of Payment. Add the “907” prefix to pay item nos. 603-ALT, 603-MA thru 603-MH, 603-NA thru 603-NL, 603-PE, and 603-PVC on pages 364 thru 366.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-618-13

CODE: (SP)

DATE: 06/03/2014

SUBJECT: Temporary Construction Signs

Section 618, Maintenance of Traffic and Traffic Control Plan, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-618.03--Construction Requirements.

907-618.03.2--Barricades, Signs, and Flaggers. Delete the second paragraph of Subsection 618.03.2 on page 414, and substitute the following.

Flaggers shall be stationed at such points as may be deemed necessary.

Temporary construction signs shall be removed as their use becomes inapplicable. However, placing temporary signs and their supports flat on the ground outside the shoulder break line will be allowed.

907-618.05--Basis of Payment. Delete the first two pay items listed on page 418, and substitute the following.

907-618-A: Maintenance of Traffic - lump sum

907-618-B: Additional Construction Signs - per square foot

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-626-25

CODE: (IS)

DATE: 11/13/2012

SUBJECT: Thermoplastic Traffic Markings

Section 626, Thermoplastic Traffic Markings, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-626.01--Description. After the last sentence of the first paragraph of Subsection 626.01 on page 443, add the following.

All pavement marking material, excluding edge lines over rumble strips, shall be applied using the extrusion/ribbon method. Edge lines placed over rumble strips shall be applied using the atomization/spray method.

907-626.03.1.1--Equipment. After the second paragraph of Subsection 626.03.1.1 on page 444, add the following.

When edge lines are placed over rumble strips, the equipment must be able to apply the marking material using the atomization/spray method instead of extrusion/ribbon method.

907-626.03.1.2--Construction Details. Delete the second sentence of the first full paragraph of Subsection 626.03.1.2 on page 445, and substitute the following.

Unless otherwise specified in the plans or contract documents, the thickness shall be 90 mils for edge lines, center lines, lane lines, barrier lines and detail stripe including gore markings, and 120 mils for crosswalks, stop lines, and railroad, word and symbol markings.

After the last sentence of the third full paragraph of Subsection 626.03.1.2 on page 445, add the following.

When double drop thermoplastic stripe is called for in the contract, additional beads by the drop-on method shall be applied as follows.

Class A glass beads at a rate of not less than three pounds of beads per 100 feet of six-inch stripe.
Class B glass beads at a rate of not less than three pounds of beads per 100 feet of six-inch stripe.

The Class B glass beads shall be applied to the newly placed stripe first, followed by the application of the Class A glass beads.

907-626.05--Basis of Payment. Delete the pay items listed on page 446 and substitute the following.

907-626-A: 6" Thermoplastic* Traffic Stripe, Skip White	- per linear foot or mile
907-626-B: 6" Thermoplastic* Traffic Stripe, Continuous White	- per linear foot or mile
907-626-C: 6" Thermoplastic* Edge Stripe, Continuous White	- per linear foot or mile
907-626-D: 6" Thermoplastic* Traffic Stripe, Skip Yellow	- per linear foot or mile
907-626-E: 6" Thermoplastic* Traffic Stripe, Continuous Yellow	- per linear foot or mile
907-626-F: 6" Thermoplastic* Edge Stripe, Continuous Yellow	- per linear foot or mile
907-626-G: Thermoplastic* Detail Stripe, <u>Color</u>	- per linear foot
907-626-H: Thermoplastic* Legend, White	- per linear foot or square foot

* Indicate Double Drop if applicable

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-699-5

CODE: (SP)

DATE: 12/17/2013

SUBJECT: Construction Stakes

Section 699, Construction Stakes, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby deleted and replaced as follows.

SECTION 907-699 - CONSTRUCTION STAKES

907-699.01--Description. This work consists of performing all calculations and other work necessary to establish and/or verify all horizontal and vertical control data; and furnishing, placing and maintaining roadway construction stakes or bridge construction stakes, or both, necessary for the proper prosecution of all features and items of the work under contract. This shall include, but not be limited to, grades and drainage structure locations, lengths, elevations and skews. When the contract includes a pay item for roadway construction stakes as provided herein, any references in other sections of the Standard Specifications to establishment of control points or construction staking "by the Department" shall be construed to mean "by the Contractor".

This work may be performed utilizing Automated Machine Guidance technologies and systems in accordance with the standard specifications and contract documents. Automated Machine Guidance (AMG) is defined as the utilization of positioning technologies such as Global Positioning Systems (GPS), Robotic Total Stations, lasers, and sonic systems to automatically guide and adjust construction equipment according to the intended design requirements. Global Positioning Systems (GPS) shall NOT be used for determining any points above the subgrade line. The Contractor may use any type of AMG system(s) that result in compliance with the contract documents and applicable Standard Specifications.

Automated Machine Guidance (AMG) is not a mandatory requirement. Automated Machine Guidance (AMG), conventional staking, or a combination of both may be used at the Contractor's option for staking on this project.

907-699.02--Materials. The Contractor shall furnish all personnel, materials, equipment and devices necessary for determining, establishing, setting, checking and maintaining points, lines, grades and layout of the work. All surveying equipment shall be properly adjusted and suited for performing the work required. Traffic control necessary for the proper execution of the work shall be furnished by the Contractor without separate measurement for payment. Stakes shall be of sufficient length, thickness and quality to serve the purpose for which they are being used.

All equipment required to accomplish automated machine guidance shall be provided by the Contractor. The Contractor may use any type of AMG equipment that achieves compliance with the contract documents and applicable Standard Specifications.

The Contractor shall provide the Department with an acceptable portable grade-verification device (Rover) to be used by the Department during the duration of the contract. On large projects with high production rates, the Contractor may have to provide more than one device. At the end of the contract, the device will be returned to the Contractor. This device shall have the same capabilities as the unit used by the Contractor.

907-699.03--Construction Requirements.

907-699.03.1--General. The Department will establish, one time only, secondary control points with elevations at distances not to exceed 1500 feet or that minimum distance necessary to maintain inter-visibility. For bridge work, the Engineer's field control will consist of a stationed baseline reference point near each end of the bridge(s) and one accessible bench mark near each bridge site. For the purpose of determining responsibility for construction stakes, lines and grades, a box bridge will not be considered as a bridge. The Contractor shall verify the accuracy of the control points before proceeding with the layout for construction.

When errors are discovered and control points do not agree with the plans, the Contractor shall promptly notify the Engineer in writing, and explain the problem in detail. The Engineer will advise the Contractor within five (5) working days of any corrective actions which may be deemed necessary.

The Contractor will be responsible for verifying and modifying, as necessary to best fit existing field conditions, lengths, locations, elevations and skew angles of all drainage structures shown on the construction plans. All junction box and inlet locations and heights shall also be verified and modified as necessary to fit existing field conditions. Modifications to the plans shall not be made without the consent of the Project Engineer. The Contractor will not be responsible for determining the size of drainage structures, but should immediately report any suspected error to the Engineer. Heights of fill over drainage structures shall be checked to verify class of pipe, bedding and the appropriate standard and/or modified standard drawing(s) required in the construction with any differences from the plans being reported to the Engineer.

The Contractor shall perform work necessary to verify alignment and plan grades on all roadway intersections and tie-ins. Any discrepancies in grades, alignment, location and or dimension detected by the Contractor shall immediately be brought to the attention of the Project Engineer.

The Contractor shall employ sufficient qualified personnel experienced in highway surveying and layout to complete the work accurately. The Contractor shall also determine and provide all additional grade controls and staking operations necessary to secure a correct layout and construction of the work. All minor variations in layout and grades required to meet field conditions shall be resolved with the Engineer and shall not be considered justification for adjusting contract price or time.

Examples of minor variations in layout and grades are:

- (a) Adjustment of drainage or other structure length, alignment, and flow line elevation.

(b) The adjustment of grades and alignment at roadway intersections, cross-overs, railroad crossings, interchanges, existing bridges and roadways.

(c) Adjustment of curve data.

The Contractor will be responsible for calculating and laying out all additional lines, grades, elevations and dimensions necessary to construct the work required in the plans. All grades and other layout data computed by the Contractor shall be recorded and a copy of this data shall be furnished, with sufficient time for checking, to the Engineer before field work is started. The originals of all data shall be furnished to the Engineer on or before final inspection for the Department's permanent file. The Contractor shall also furnish personnel to assist the Engineer in taking tolerance verification checks or other notes to determine whether specified tolerances are met. Any inspection or checking of the Contractor's layout by the Engineer and the approval of all or any part of it will not relieve the Contractor of the responsibility to secure proper dimensions, grades, and elevations of the several parts of the work.

Prior to beginning construction on any structure which is referenced to an existing structure or topographical feature, the Contractor shall check the pertinent location and grades of the existing structures or topographical features to determine whether the location and grade shown on the plans are correct.

The Contractor shall stake centerline control at each station, BOP, EOP, PC, PT, SC, CS, TS, ST, and equations just before field cross sectioning by the Department for both original and final cross sections.

The Contractor shall furnish "as built" finish centerline elevations to the Project Engineer prior to final inspection of the project.

The Contractor shall set stakes and/or flags on the right-of-way line at each station and right-of-way break or as directed by the Engineer before clearing operations are started on any section of roadway.

Regardless of the method used, the Contractor shall meet the surface tolerances addressed in Section 321.

The Contractor shall exercise care in the preservation of stakes and bench marks and shall reset them when they are damaged, lost, displaced or removed. The Contractor shall use competent personnel and suitable equipment for the layout work required and shall provide that it be performed under the supervision of, or directed by, a Registered Professional Engineer or Registered Land Surveyor who is duly registered and entitled to practice as a Professional Engineer or Professional Land Surveyor in the State of Mississippi. The duties performed by said Registrant shall conform to the definitions under the "practice of engineering" and practice of "land surveying" in Mississippi Law and the latest edition of the MDOT Survey Manual. The MDOT Survey Manual can be obtained online at the following address.

<http://sp.mdot.ms.gov/RoadwayDesign/Pages/MDOT-Survey-Manual.aspx>

The Contractor shall not engage the services of any person in the employ of the Department for the performance of any of the work covered by this Section or any person who has been employed by the Department within the past six months except those who have legitimately retired from service with the Department during this period.

All cross sections, measurements, and tickets required for determining pay quantities will be the responsibility of the Department.

The Department reserves the right to check for accuracy any or all of the Contractor's layout work and shall be assisted by the Contractor's personnel in such checking. When errors or discrepancies are found, the Contractor will take measures necessary to correct, at no expense to the State, any construction that has been performed using the improper layout. Any inspection, checking and approval thereof by the Engineer of work for which the Contractor is responsible will not relieve the Contractor of responsibility to secure correct dimensions, grades, elevations, alignments and locations of the work for satisfactory completion of the project and as a condition for final acceptance by the Department.

907-699.03.2--Conventional Staking. In addition to the requirements set forth in Subsection 907-699.03.1, the following shall be required when using the conventional staking method.

On grading projects, the Contractor shall set slope stakes at each station and at the beginning and end of spirals and curves. Closer intervals will be required for sharp changes in grades or alignment, widening and certain other geometric details.

The Contractor shall set subgrade blue tops on centerline, break points and at the left and right subgrade shoulder lines at intervals of not more than 100 feet on tangents and intervals of not more than 50 feet in curves. Closer intervals will be required for sharp changes in grades or alignment, widening, or super elevation.

The Contractor shall furnish personnel to assist the Engineer in taking stringline and other notes to determine whether specified tolerances are met.

On paving contracts, the Contractor shall set subgrade, base and paving blue tops. The base and pavement grade stakes shall be set on intervals in accordance with the applicable requirements of Sections 321, 403 and 501.

907-699.03.3--Automated Machine Guidance. In addition to the requirements set forth in Subsection 907-699.03.1, the following shall be required when using the automated machine grading method.

907-699.03.3.1--Automated Machine Guidance Work Plan. The Contractor shall submit a comprehensive written Automated Machine Guidance Work Plan to the Engineer for review at least 30 days prior to use. The Project Engineer will have to concur with the Plan prior to the Contractor performing any AMG work. The submittal of an AMG Work Plan shall be an indication of the Contractor's intention to utilize AMG instead of conventional methods on the

project areas and elements stated in the Work Plan. The Engineer shall review the Automated Machine Guidance Work Plan to ensure that the requirements of this special provision are addressed. The Contractor shall assume total responsibility for the performance of the system utilized in the Work Plan. Any update or alteration of the Automated Machine Guidance Work Plan in the course of the work shall be approved and submitted to MDOT for determination of conformance with requirements of this special provision.

The Automated Machine Guidance Work Plan shall describe how the automated machine guidance technology will be integrated into other technologies employed on the project. This shall include, but not limited to, the following:

1. A description of the manufacturer, model, and software version of the AMG equipment.
2. Information on the Contractor's experience in the use of Automated Machine Guidance system (or Related Technologies) to be used on the project, including formal training and field experience of project staff.
3. A single onsite staff person as the primary contact, and up to one alternate contact person for Automated Machine Guidance technology issues.
4. A definition of the project boundaries and scope of work to be accomplished with the AMG system.
5. A description of how the project proposed secondary control(s) is to be established. It shall also include a list and map detailing control points enveloping the site.
6. A description of site calibration procedures including, but not limited to, equipment calibration and the frequency of calibration as well as how the equipment calibration and information will be documented to MDOT and the Project Engineer. The documentation shall contain a complete record of when and where the tests were performed and the status of each equipment item tested within or out of the ranges of required tolerances.
7. A description of the Contractor's quality control procedures for checking mechanical calibration and maintenance of equipment. It shall also include the frequency and type of checks to be performed.
8. A description of the method and frequency of field verification checks and the submission schedule of results to the Project Engineer.
9. A description of the Contractor's contingency plan in the event of failure/outage of the AMG system.
10. A schedule of Digital Terrain Models (DTM) intended for use on the project. This shall be submitted to the Engineer for review, feedback, and communication.

907-699.03.3.2--State's Responsibilities. The District Surveyor will set the primary horizontal and vertical control points in the field for the project as per latest edition of the MDOT Survey Manual. The control points shall be in Mississippi State Plane coordinate system.

MDOT will provide an electronic alignment file and primary control file for the project. This file will be based on the appropriate Mississippi State Plane Coordinate Zone either West or East. These files will be created with the computer software applications MicroStation (CADD software) and GEOPAK (civil engineering software). The data files will be provided in the native formats. The Contractor shall perform necessary conversion of the files for their selected grade control equipment, field verify the data for accuracy, and immediately report any errors to

MDOT.

MDOT will provide design data, if available, in an electronic format to the Contractor. These files will be created with the computer software applications MicroStation (CADD software) and GEOPAK (civil engineering software). The data files will be provided in the native formats as specified in the Data Format section of this specification. No guarantee is made to the data accuracy or completeness, or that the data systems used by MDOT will be directly compatible with the systems used by the Contractor. Information shown on the paper plans marked with the seal (official plans as advertised) shall govern.

The Engineer will perform spot checks as necessary of the Contractor's machine control grading results, surveying calculations, records, field procedures, and actual staking. If the Engineer determines that the work is not being performed in accordance with the Specifications, the Engineer shall order the Contractor to re-construct the work to the requirements of the contract documents at no additional cost to the Department.

907-699.03.3--Contractor's Responsibilities. The Contractor shall provide formal training, as requested, on the use of the Automated Machine Guidance Equipment, including Rover, and the Contractor's systems to MDOT project personnel prior to the start of construction activities utilizing AMG. This training is for providing MDOT project personnel with an understanding of the equipment, software, and electronic data being used by the Contractor.

The Contractor shall use the alignment and control data provided by MDOT.

The Contractor shall bear all costs, including but not limited to the cost of actual reconstruction work that may be incurred due to errors in application of Automated Machine Guidance techniques or manipulation of MDOT design data in Digital Terrain Models (DTM). The Contractor shall also bear all costs associated with any graphical grading outside the model / typical section, such as tying to existing grades at the beginning or end of a project.

The Contractor shall be responsible for converting the information on the plans and/or electronic data file provided by MDOT into a format compatible with the Contractor's AMG system.

The Contractor shall establish secondary control points at locations along the length of the project and outside the project limits and/or where work is performed beyond the project limits as required by the Automated Machine Guidance system utilized. The Contractor shall establish this secondary control using survey procedures as outlined in the latest edition of the MDOT Survey Manual. A copy of all new control point information shall be provided to the Engineer prior to construction activities. The Contractor shall be responsible for all errors resulting from their efforts and shall correct deficiencies to the satisfaction of the Engineer and at no additional cost to the State.

The Contractor shall preserve all reference points and monuments that are established by the District Surveyor outside the construction limits. If the Contractor fails to preserve these items, they shall be re-established by the Contractor to their original quality at no additional cost to the State.

The Contractor shall set grade stakes at the top of the finished sub-grade and base course at all hinge points on the typical sections at 1000-foot maximum intervals on mainline, critical points such as, but not limited to, PC's, PT's, beginning and ending super elevation transition sections, middle of the curve, and at least two locations on each of the side roads and ramps, and at the beginning and end of each cross slope transition where Automated Machine Guidance is used. These grade stakes shall be established using conventional survey methods for use by the Engineer to check the accuracy of the construction.

On grading projects, the Contractor shall set slope stakes and centerline stationing every 500 feet and at the beginning and end of spirals and curves. Closer intervals will be required for sharp changes in grades or alignment, widening and certain other geometric details.

The staking requirements for pavement grade stakes addressed in Sections 403 and 501 will not apply. The Contractor shall furnish an acceptable portable grade-verification device(s) (Rover) to verify grade tolerances.

The Contractor will be required to set 20 grade points (hubs) per mile at locations determined by the Engineer for field verification. If tolerances are not met, additional grade points may be required by the Engineer.

The Contractor shall furnish personnel to assist the Engineer in taking tolerance verification checks as necessary to determine whether specified tolerances are met.

The Contractor shall meet the same accuracy requirements as detailed in the Mississippi Standard Specifications for Road and Bridge Construction.

The Contractor shall be responsible for implementing the AMG system using the Mississippi State Plane Coordinate System. No localization methods will be accepted.

907-699.03.3.4--Data Format. It is the Contractor's responsibility to produce the Digital Terrain Model(s) and/or 3D line work needed for Automated Machine Guidance. MDOT does not produce this data in its design process. MDOT does provide CADD files created in the design process to the Contractor. The CADD files provided by MDOT are provided in the native software application formats in which they are created with no conversions, and their use in developing 3D data for machine guidance is at the discretion of the Contractor. The CADD files that may be available are listed below. Cross-Sections are one of the items provided but are not necessarily created at critical design locations. Therefore their use in Digital Terrain Models (DTM) for AMG is limited.

1. Project Control - Microstation DGN file and ASCII file
2. Existing Topographic Data - Microstation DGN file(s)
3. Preliminary Surveyed Ground Surface - GeoPak TIN, if available
4. Horizontal and Vertical alignment information - GeoPak GPK file and/or Microstation DGN file(s)
5. 2D Design line work (edge of pavement, shoulder, etc.) - Microstation DGN file(s)

6. Cross sections - Microstation DGN file(s), GeoPak format
7. Superelevation - Microstation DGN file(s), GeoPak format
8. Form Grades - Microstation DGN file(s)
9. Design Drainage - Microstation DGN file(s)

It is expressly understood and agreed that MDOT assumes no responsibility in respect to the sufficiency or accuracy of these CADD files. These files are provided for convenience only and the contract plans are the legal document for constructing the project.

907-699.04--Method of Measurement. Construction stakes will be measured as a lump sum quantity. When Pay Item No. 907-699-A, Roadway Construction Stakes, is provided in the contract, measurement shall include the staking of all bridges, including detour bridges, which are a part of the contract.

907-699.04.1--Roadway Construction Stakes. Roadway Construction Stakes will be measured for payment in accordance with the following schedule:

- (a) When one percent of the original contract amount is earned from all direct pay items, 10 percent of the amount bid for Roadway Construction Stakes will be paid.
- (b) When five percent of the original contract amount is earned from all direct pay items, 25 percent of the amount bid for Roadway Construction Stakes will be paid.
- (c) When 20 percent of the original contract amount is earned from all direct pay items, 50 percent of the amount bid for Roadway Construction Stakes will be paid.
- (d) After the Contractor has earned 50 percent of the original value of all direct pay items, the amount paid will be based on the contract percent complete.

907-699.04.2--Bridge Construction Stakes. Bridge Construction Stakes will be measured for payment in accordance with the following schedule:

- (a) When one percent of the original contract value of all bridge items is earned, 10 percent of the amount bid for Bridge Construction Stakes will be paid.
- (b) When five percent of the original contract value of all bridge items is earned, 25 percent of the amount bid for Bridge Construction Stakes will be paid.
- (c) When 20 percent of the original contract value of all bridge items is earned, 50 percent of the amount bid for Bridge Construction Stakes will be paid.
- (d) After the Contractor has earned 50 percent of original contract value of all bridge items, the amount paid will be based on the percentage of work completed on all bridge items.

907-699.05--Basis of Payment. Construction stakes, measured as prescribed above, will be paid for at the contract lump sum price, which shall be full compensation for completing the work.

Payment will be made under:

907-699-A: Roadway Construction Stakes - lump sum

907-699-B: Bridge Construction Stakes - lump sum

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-701-5

DATE: 09/17/2014

SUBJECT: Hydraulic Cement

In the last paragraph of Subsection 907-701.04.1.1 on page 3, change “AASHTO Designation: M 240, Table 3” to “AASHTO Designation: M 240, Table 4”.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-701-5

CODE: (SP)

| DATE: 08/20/2014

SUBJECT: Hydraulic Cement

Section 701, Hydraulic Cement, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

Delete Subsection 701.01 on pages 595 & 596, and substitute the following:

907-701.01--General. The following requirements shall be applicable to hydraulic cement:

Only hydraulic cements conforming to Section 701 shall be used. Hydraulic cements shall not be listed or designated as meeting more than one AASHTO or Department type.

Different brands of hydraulic cement, or the same brand of hydraulic cement from different mills, shall not be mixed or used alternately in any one class of construction or structure, without written permission from the Engineer; except that this requirement will not be applicable to hydraulic cement treatment of design soils, or bases.

The Contractor shall provide suitable means for storing and protecting the hydraulic cement against dampness. Hydraulic cement, which for any reason, has become partially set or which contains lumps of caked hydraulic cement will be rejected. Hydraulic cement salvaged from discarded or used bags shall not be used.

The temperature of bulk hydraulic cement shall not be greater than 165°F at the time of incorporation in the mix.

Acceptance of hydraulic cement will be based on the certification program as described in the Department's Materials Division Inspection, Testing, and Certification Manual and job control sampling and testing as established by Department SOP.

Retests of hydraulic cement may be made for soundness and expansion within 28 days of test failure and, if the hydraulic cement passes, it may be accepted. Hydraulic cement shall not be rejected due to failure to meet the fineness requirements if upon retests after drying at 212°F for one hour, it meets such requirements.

Delete Subsection 701.02 on page 596, and substitute the following:

907-701.02--Portland Cement.

907-701.02.1--General.

907-701.02.1.1--Types of Portland Cement. Portland cement (cement) shall be either Type I or Type II conforming to AASHTO Designation: M85. Type III cement conforming to AASHTO Designation: M85 or Type III (MS), as defined by the description below Table 1, may be used for the production of precast or precast-prestressed concrete members.

907-701.02.1.2--Alkali Content. All cement types in this Subsection shall meet the Equivalent alkali content requirement for low-alkali cements listed in AASHTO Designation: M85, Table 2.

907-701.02.2--Replacement by Other Cementitious Materials. The maximum replacement of cement by weight is 25% for fly ash or 50% for ground granulated blast furnace slag (GGBFS). The minimum tolerance for replacement shall be 5% below the maximum replacement content. Replacement contents below this minimum tolerance by fly ash or GGBFS may be used, but shall not be given any special considerations, like the maximum acceptance temperature for portland cement concrete containing pozzolans. Special considerations shall only apply for replacement of cement by fly ash or GGBFS.

907-701.02.2.1--Portland Cement Concrete Exposed to Soluble Sulfate Conditions or Seawater. When portland cement concrete is exposed to moderate or severe soluble sulfate conditions, or to seawater, cement types and replacement of cement by Class F fly ash, GGBFS, or silica fume shall be as follows in Table 1.

Table 1- Cementitious Materials for Soluble Sulfate Conditions

Sulfate Exposure	Water-soluble sulfate (SO ₄) in soil, % by mass	Sulfate (SO ₄) in water, ppm	Cementitious material required*
Moderate and Seawater	0.10 - 0.20	150 - 1,500	Type II **, ***, **** cement, or Type I cement with one of the following replacements of cement by weight: 25% Class F fly ash, 50% GGBFS, or 8% silica fume
Severe	0.20 - 2.00	1,500 - 10,000	Type I cement with a replacement by weight of 50% GGBFS, or Type II cement with one of the following replacements of cement by weight: 25% Class F fly ash, 50% GGBFS, or 8% silica fume

* The values listed in this table for replacement of portland cement by the cementitious materials listed are maximums and shall not be exceeded. The

minimum tolerance for replacement shall be 0.5% below the maximum replacement content. Replacement contents below this minimum tolerance by the cementitious materials listed in this table do not meet the requirements for the exposure conditions listed and shall not be allowed.

** Type III cement conforming to AASHTO Designation: M85 with a maximum 8% tricalcium aluminate (C_3A) may be used in lieu of Type II cement as allowed in Subsection 907-701.02.1; this cement is given the designation "Type III(MS)".

*** Blended cement meeting the sulfate resistance requirements of Subsection 907-701.04 may be used in lieu of Type II as allowed in Subsection 907-701.04.

**** Class F fly ash or GGBFS may be added as a replacement for cement as allowed in Subsection 907-701.02.2.

Class C fly ash shall not be used as a replacement for cement in any of the sulfate exposure conditions listed above.

907-701.02.2.2--Cement for Soil Stabilization Exposed to Soluble Sulfate Conditions or Seawater. When portland cement for use in soil stabilization is exposed to moderate or severe soluble sulfate conditions, or to seawater, cement types and replacement of cement by Class F fly ash or GGBFS shall meet the requirements of Subsection 907-701.02.2.1. Silica fume shall be used to bring the cementitious materials into compliance with the requirements of Table 1.

Delete Subsection 701.03 on page 596, and substitute the following:

907-701.03--Masonry Cement. Masonry cement shall conform to ASTM Designation: C 91 and shall only be used in masonry applications.

Delete Subsection 701.04 on page 596, and substitute the following:

907-701.04--Blended Hydraulic Cement.

907-701.04.1--General.

907-701.04.1.1--Types of Blended Cement. Blended hydraulic cements (blended cements) shall be of the following types and conform to AASHTO Designation: M 240:

Type IS – Portland blast-furnace slag cement

Type IP – Portland-pozzolan cement

Type IL – Portland-limestone cement

Blended cement Types IS and IP for use in portland cement concrete or soil stabilization exposed to the moderate soluble sulfate condition or exposure to seawater as defined in Table 1 shall meet the Sulfate resistance requirement listed in AASHTO Designation: M 240, Table 3 and the "(MS)" suffix shall be added to the type designation.

907-701.04.1.2--Alkali Content. All blended cement shall be made with clinker that would result in cement meeting the requirements of Subsection 907-701.02.1.2 when used in the production of AASHTO Designation: M 85, Type I or Type II cement.

907-701.04.2--Replacement by Other Cementitious Materials. The maximum replacement of blended cement Type IL by weight is 35% for fly ash or 50% for GGBFS. Replacement contents below 20% fly ash or 45% GGBFS may be used, but shall not be given any special considerations, like the maximum acceptance temperature for portland cement concrete containing pozzolans. Special considerations shall only apply for replacement of blended cement by fly ash or GGBFS. No additional cementitious materials, such as Portland cement, performance hydraulic cement, fly ash, GGBFS, metakaolin, or others, shall be added to or as a replacement for blended cement Types IS and IP.

907-701.04.3--Exposure to Soluble Sulfate Conditions or Seawater. When portland cement concrete or blended cement for soil stabilization is exposed to moderate soluble sulfate conditions or to seawater, where the moderate soluble sulfate condition is defined in Table 1, the blended cement shall meet the sulfate resistance requirement listed in AASHTO Designation: M 240, Table 3.

When portland cement concrete or blended cement for soil stabilization is exposed to severe soluble sulfate conditions, where the severe soluble sulfate condition is defined in Table 1, blended cements shall not be used.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-703-12

DATE: 01/29/2015

SUBJECT: Aggregates

In the title of Subsection 907-703.06 on page 2, delete “Hot Mix”.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-703-12

CODE: (IS)

DATE: 10/28/2014

SUBJECT: Aggregates

Section 703, Aggregates, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-703.03.2.4--Gradation. Delete the table in Subsection 703.03.2.4 on page 611 and substitute the following.

**Table of Sizes and Gradation of Coarse Aggregate
for Portland Cement Concrete**

Square Mesh Sieves	Percent Passing by Weight						
	Size No. 467	Size No. 57	Size No. 67	Size No. 7	Size No. 78	Size No. 8	Size No. 89
2 inch	100						
1½ inch	95-100	100					
1 inch		80-100	100				
¾ inch	35-70		80-100	100	100	100	
½ inch		25-60		90-100	90-100	95 100	100
⅜ inch	10-30		20-55	40-70	40-75	75-100	85 100
No. 4	0-5	0-10	0-10	0-15	5-25	5-30	20-40
No. 8		0-5	0-5	0-5	0-10	0-10	0-10
No. 16					0-5	0-5	0-5

Delete the last sentence of the last paragraph of Subsection 703.03.2.4 on page 611.

907-703.04--Aggregate for Crushed Stone Courses.

907-703.04.1--Coarse Aggregate. Delete the first paragraph of Subsection 703.04.1 on page 611, and substitute the following.

Coarse aggregate, defined as material retained on No. 8 sieve, shall be either crushed limestone, steel slag, granite, concrete, or combination thereof. Crushed concrete is defined as recycled concrete pavement, structural concrete, or other concrete sources that can be crushed to meet the gradation requirements for Size No. 825B as modified below. In no case shall waste from concrete production (wash-out) be used as a crushed stone base.

907-703.04.2--Fine Aggregate. Delete the first sentence of the first paragraph of Subsection 703.04.2 on page 612, and substitute the following.

Fine aggregate, defined as material passing the No. 8 sieve, shall be material resulting from the crushing of limestone, steel slag, granite, concrete, or combination thereof.

Delete the third paragraph of Subsection 703.04.2 on page 612.

907-703.04.3--Gradation. In the table of Subsection 703.04.3 on page 613, change the requirement for the 1-inch sieve under Size No. 825 B from “75 - 98” to “75 - 100”.

After the table in Subsection 703.04.3 on page 613, add the following.

If crushed concrete is used, the crushed material shall meet the gradation requirements of Size No. 825 B with the exception that the percent passing by weight of the No. 200 sieve shall be 2 – 18.

907-703.06--Aggregates for Hot Mix Asphalt.

907-703.06.1--Coarse Aggregates. Delete the third paragraph of Subsection 703.06.1 on page 613, and substitute the following.

When tested in accordance with AASHTO Designation: T 19, the dry rodded unit weight of all aggregates except expanded clay and shale shall not be less than 70 pounds per cubic foot.

907-703.06.1.2--Fine Aggregates. Delete the last sentence of Subsection 703.06.1.2 on page 614.

907-703.14--Aggregates for Bituminous Surface Treatments.

907-703.14.2--Detail Requirements.

907-703.14.2.1--Gradation. In the table entitled “Gradation Requirements For Cover Aggregate” in Subsection 703.14.2.1 on page 622, delete the requirement for the No. 16 sieve for Size No. 7 under the column “Slag or Expanded Clay”.

Delete Subsection 703.19 on page 624, and substitute the following.

907-703.19--Lightweight Aggregate for Concrete.

907-703.19.1--Lightweight Aggregate for Structural Concrete. Lightweight aggregate for structural concrete shall meet the requirements of AASHTO Designation: M 195.

907-703.19.2--Lightweight Aggregate for Internal Curing of Concrete. Lightweight aggregate for internal curing of concrete shall meet the requirements of ASTM Designation: C 1761. The lightweight aggregate shall meet the gradation requirements listed in Table 1 for either “9.5 mm to 2.36 mm (3/8 in. to No. 8)” Coarse aggregate, “9.5 mm to 0 (3/8 in. to 0)” Combined fine and coarse aggregate, or “4.75 mm to 0 (No. 4 to 0)” Fine aggregate. The fineness modulus of the lightweight aggregate shall not be less than 2.70.

907-703.20--Aggregate for Stabilizer.

907-703.20.3--Gradation. Delete the table and notes in Subsection 703.20.3 at the top of page 626, and substitute the following.

PERCENT PASSING BY WEIGHT

Square Mesh Sieves	Shell	Coarse			Medium	Fine
		Size I	Size II Note (1)	Size III Note (3)		
3 inch	90-100			100		
2 1/2 inch				90-100		
2 inch		100				
1 1/2 inch		90-100	100	25-60		
1 inch		80-100	97-100			
3/4 inch		55-100	55-100	0-10		
1/2 inch		35-85	35-85	0-5	100	
3/8 inch		12-65	12-65		97-100	
No. 4, Note (2)		0-30	0-30		92-100	
No. 10		0-8	0-8		80-100	100
No. 40	0-5				10-40	80-100
No. 60					0-20	30-100
No. 100						15-80
No. 200		0-4	0-4		0-5	0-30
PI Material Passing No. 40					6 or less	0

Note (1): Size II is intended for use in bases in which portland cement is used.

Note (2): Ground shell shall contain at least 97% passing the No. 4 sieve.

Note (3): Size III is intended for use in stabilized construction entrances.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-711-4

CODE: (IS)

DATE: 06/26/2009

SUBJECT: Synthetic Structural Fiber Reinforcement

Section 711, Reinforcement and Wire Rope, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

After Subsection 711.03.4.3 on page 665, add the following:

907-711.04--Synthetic Structural Fiber. The synthetic structural fibers shall be approved for listing in the Department's "Approved Sources of Materials" prior to use. The synthetic structural fibers shall be added to the concrete and mixed in accordance with the manufacturer's recommended methods.

907-711.04.1--Material Properties. The fibers shall meet the requirements of ASTM Designation: C 1116, Section 4.1.3. The fibers shall be made of polypropylene, polypropylene/polyethylene blend, nylon, or polyvinyl alcohol (PVA).

907-711.04.2--Minimum Dosage Rate. The dosage rate shall be such that the average residual strength ratio ($R_{150,3.0}$) of fiber reinforced concrete beams is a minimum of 20.0 percent when the beams are tested in accordance with ASTM Designation: C 1609. The dosage rate for fibers shall be determined by the following.

The fiber manufacturer shall have the fibers tested by an acceptable, independent laboratory acceptable to the Department and regularly inspected by the Cement and Concrete Reference Laboratory of the National Institutes of Standards and Technology and approved to perform ASTM Designations: C 39, C 78, and C192.

The laboratory shall test the fibers following the requirements of ASTM Designation: C 1609 in a minimum of three (3) test specimens cast from the same batch of concrete, molded in 6 x 6 x 20-inch standard beam molds meeting the requirements of ASTM Designation: C 31. The beams shall be tested on an 18-inch span. The tests for $R_{150,3.0}$ shall be performed when the average compressive strength of concrete used to cast the beams is between 3500 and 4500 psi. The tests for compressive strength shall follow the requirements of ASTM Designation: C 39. The average compressive strength shall be determined from a minimum of two (2) compressive strength cylinders.

The value for $R_{150,3}$ shall be determined using the following equation:

$$R_{150,3.0} = \frac{f_{150,3.0}}{f_1} \times 100$$

The residual flexural strength ($f_{150,3.0}$) shall be determined using the following equation:

$$f_{150,3.0} = \frac{P_{150,3.0} \times L}{b \times d^2}$$

where:

$f_{150,3.0}$ is the residual flexural strength at the midspan deflection of $L/150$, (psi),

$P_{150,3.0}$ is the residual load capacity at the midspan deflection of $L/150$, (lbf),

L is the span, (in),

b is the width of the specimen at the fracture, (in), and

d is the depth of the specimen at the fracture, (in).

For a 6 x 6 x 20-inch beam, the $P_{150,3.0}$ shall be measured at a midspan deflection of 0.12 inch.

Additionally, $R_{150,3.0}$, $f_{150,3.0}$, and $P_{150,3.0}$ may also be referred to as R_{150}^{150} , f_{150}^{150} , and P_{150}^{150} respectively.

At the dosage rate required to achieve the minimum $R_{150,3}$, the mixture shall both be workable and the fibers shall not form clumps.

The manufacturer shall submit to the State Materials Engineer certified test reports from the independent laboratory showing the test results of each test specimen.

907-711.04.3--Job Control Requirements. The synthetic structural fibers shall be one from the Department's "Approved Sources of Materials."

At the required dosage rate, the mixture shall both be workable and the fibers shall not form clumps to the satisfaction of the Engineer. If the mixture is determined by the Engineer to not be workable or have clumps of fibers, the mixture may be rejected.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-713-6

CODE: (SP)

DATE: 03/17/2016

SUBJECT: Admixtures for Concrete

Section 713, Concrete Curing Materials and Admixtures, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

After the second paragraph of Subsection 713.01.2 on page 676, add the following.

Type 1-D compound may be used on bridge rails, median barriers, and other structures requiring a spray finish. When Type 1-D compound is used, it will be the responsibility of the Contractor to assure that the compound has dissipated from the structure prior to applying the spray finish and that the spray finish adheres soundly to the structure.

Delete Subsection 713.02 on pages 676 & 677, and substitute the following.

907-713.02--Admixtures for Concrete. Air-entraining admixtures used in Portland cement concrete shall comply with AASHTO Designation: M 154. Set-retarding, accelerating, and/or water-reducing admixtures shall comply with AASHTO Designation: M 194. Water-reducing admixture shall meet the minimum requirements for Type A. Set-retarding admixtures shall meet the minimum requirements for Type D. Admixtures providing a specific performance characteristic(s) other than those of water reduction or set retardation shall meet the minimum requirements for Type S. For admixtures meeting the requirements for Type S, the manufacturer shall provide data to substantiate the specific performance characteristic(s) to the satisfaction of the State Materials Engineer.

In order to obtain approval of an admixture, the State Materials Engineer shall have been furnished certified test reports, made by an acceptable independent laboratory regularly inspected by the Cement and Concrete Reference Laboratory of the National Institutes of Standards and Technology, which show that the admixture meets all the requirements of the applicable AASHTO Standard Specification.

The Department reserves the right to sample, for check tests, any shipment or lot of admixture delivered to a project.

The Department reserves the right to require tests of the material to be furnished, using the specific cement and aggregates proposed for use on the project, as suggested in AASHTO Designation: M 154 and outlined in AASHTO Designation: M 194.

After an admixture has been approved, the Contractor shall submit to the State Materials Engineer, with each new lot of material shipped, a certification from the manufacturer in accordance with the requirements of Subsection 700.05.1 and stating the material is of the same composition as

originally approved and has not been changed or altered in any way. The requirement in Subsection 700.05.1(b) is not required on the certification from the manufacturer.

Admixtures containing chlorides will not be permitted.

Failure to maintain compliance with any requirement of these specifications shall be cause for rejection of any previously approved source or brand of admixture.

Admixtures shall only be used in accordance with the manufacturer's recommended dosage range as set forth in the manufacturer's approval request correspondence. When an admixture is used in Portland cement concrete, it shall be the responsibility of the Contractor to produce satisfactory results.

907-713.02.1--Source Approval. In order to obtain approval of an admixture, the Producer/Suppliers shall submit to the State Materials Engineer the following for review: certified test reports, made by an acceptable independent laboratory regularly inspected by the Cement and Concrete Reference Laboratory of the National Institutes of Standards and Technology, which show that the admixture meets all the requirements of the applicable AASHTO or Department Specification for the specific type and the dosage range for the specific type of admixture.

907-713.02.2--Specific Requirements. Admixtures containing chlorides will not be permitted.

907-713.02.3--Acceptance. The Department reserves the right to sample, for check tests, any shipment or lot of admixture delivered to a project.

The Department reserves the right to require tests of the material to be furnished, using the specific cement and aggregates proposed for use on the project, as suggested in AASHTO Designation: M 154 and outlined in AASHTO Designation: M 194.

Failure to maintain compliance with any requirement of these specifications shall be cause for rejection of any previously approved source or brand of admixture.

With each new lot of material shipped the Contractor shall submit to the State Materials Engineer, a notarized certification from the manufacturer showing that the material complies with the requirements of the applicable AASHTO or Department Specification.

When an admixture is used, it shall be the responsibility of the Contractor to produce satisfactory results.

907-713.02.4--Waterproofing Admixture. This product is used as a waterproofing admixture for cast in place concrete bridge decks and bridge deck topping.

The Contractor shall submit manufacturer's product data and installation methods for each type of the products required to demonstrate the product complies with specifications.

The materials shall be installed in accordance with manufacturer's instructions.

The waterproofing admixture shall be one of the following, or an approved equal.

- Xypex Admix
- Everdure Caltite
- Hycrete W1000

The dosage rate for the above admixtures shall be as follows:

- Xypex Admix shall be 15 pounds per cubic yard.
- Everdure Caltite shall be a minimum of 1.5% by weight of cement.
- Hycrete W1000 shall be a minimum one (1) gallon per cubic yard.

Any retardation of set that occurs will depend upon the concrete mix design and the dosage rate of the admixture.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-714-8

CODE: (IS)

| DATE: 05/01/2013

SUBJECT: Miscellaneous Materials

Section 714, Miscellaneous Materials, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-714.05--Fly Ash. Delete Subsections 714.05.1 & 714.05.2 on pages 680 & 681, and substitute the following.

907-714.05.1--General. The fly ash source must be approved for listing in the Department's "Approved Sources of Materials" prior to use. The acceptance of fly ash shall be based on certified test reports, certification of shipment from the supplier, and tests performed on samples obtained after delivery in accordance with the Department's Materials Division Inspection, Testing, and Certification Manual and Department SOP.

Different classes of fly ash or different sources of the same class shall not be mixed or used in the construction of a structure or unit of a structure without written permission from the Engineer.

The Contractor shall provide suitable means for storing and protecting the fly ash from dampness. Separate storage silos, bins, or containers shall be provided for fly ash. Fly ash which has become partially set or contains lumps of caked fly ash shall not be used.

The temperature of the bulk fly ash shall not be greater than 165°F at the time of incorporation into the work.

All classes of fly ash shall meet the supplementary option chemical requirement for available alkalis listed in AASHTO Designation: M 295, Table 2. Class F fly ash shall have a calcium oxide (CaO) content of less than 6.0%. Class C fly ash shall have a CaO content of greater than or equal to 8.0%.

The replacement of Portland cement with fly ash shall be in accordance with the applicable replacement content specified in Subsection 907-701.02.2.

In addition to these requirements, fly ash shall meet the following specific requirements for the intended use.

907-714.05.2--Fly Ash for Use in Concrete. When used with Portland cement in the production of concrete or grout, the fly ash shall meet the requirements of AASHTO Designation: M 295, Class C or F, with the following exception:

The loss on ignition shall not exceed 6.0 percent.

No additional cementitious materials, such as blended hydraulic cement, GGBFS, metakaolin, or others, shall be added to or as a replacement for Portland cement when used with fly ash.

907-714.06--Ground Granulated Blast Furnace Slag (GGBFS). Delete Subsection 714.06.1 on page 681, and substitute the following.

907-714.06.1--General. The GGBFS source must be approved for listing in the Department's "Approved Sources of Materials" prior to use. The acceptance of GGBFS shall be based on certified test reports, certification of shipment from the supplier, and tests performed on samples obtained after delivery in accordance with the Department's Materials Division Inspection, Testing, and Certification Manual and Department SOP.

The Contractor shall provide suitable means for storing and protecting the GGBFS against dampness and contamination. Separate storage silos, bins, or containers shall be provided for GGBFS. GGBFS which has become partially set, caked or contains lumps shall not be used.

The State Materials Engineer shall be notified in writing of the nature, amount and identity of any processing or other additions made to the GGBFS during production.

GGBFS from different mills shall not be mixed or used alternately in any one class of construction or structure without written permission from the Engineer; except that this requirement will not be applicable to cement treatment of design soils or bases.

No additional cementitious materials, such as blended hydraulic cement, fly ash, metakaolin, or others, shall be added to or as a replacement for Portland cement when used with GGBFS in the production of concrete. The replacement of Portland cement with GGBFS shall be in accordance with the applicable replacement content specified in Subsection 907-701.02.2.

Delete Subsection 714.07 on page 682, and substitute the following.

907-714.07--Additional Cementitious Materials.

907-714.07.1--Metakaolin.

907-714.07.1.1--General. Metakaolin shall only be used as a supplementary cementitious material in Portland cement concrete for compliance with the requirements for cementitious materials exposed to soluble sulfate conditions. Metakaolin from different sources shall not be mixed or used alternately in any one class of construction or structure without written permission from the Engineer. No additional cementitious materials, such as blended hydraulic cement, fly ash, GGBFS, or others, shall be added to or as a replacement for Portland cement when used with metakaolin in the production of concrete.

The State Materials Engineer shall be notified in writing of the nature, amount and identity of any processing, or other additions made to the metakaolin during production.

907-714.07.1.2--Source Approval. The approval of each metakaolin source shall be on a case

by case basis as determined by the State Materials Engineer. In order to obtain approval of a metakaolin source, the Producer/Suppliers shall submit to the State Materials Engineer the following for review: certified test reports, made by an acceptable, independent laboratory regularly inspected by the Cement and Concrete Reference Laboratory of the National Institutes of Standards and Technology, which show that the metakaolin meets all the requirements of AASHTO Designation: M295, including the Effectiveness in contributing to sulfate resistance, Procedure A, listed in AASHTO Designation: M295, Table 4 for Supplementary Optional Physical Requirements, and other requirements listed herein.

In order to demonstrate effectiveness in contributing to sulfate resistance, included in this test data shall be results of metakaolin from the proposed source tested in accordance with ASTM Designation: C 1012. There shall be two sets of test specimens per the following:

- a. One set of test specimens shall be prepared using a Type I Portland cement meeting the requirements of AASHTO Designation: M85 and having a tricalcium aluminate (C_3A) content of more than 8.0%,
- b. One set of test specimens shall be prepared using a Type II Portland cement meeting the requirements of AASHTO Designation: M85.
- c. The proposed metakaolin shall be incorporated at the rate of 10% cement replacement in each set of test specimens and shall meet both of the acceptance criteria listed below for source approval.

The requirement for acceptance of the test sample using Type I Portland cement is an expansion of 0.10% or less at the end of six months. The requirement for acceptance of the test sample using Type II Portland cement is an expansion of 0.05% or less at the end of six months.

907-714.07.1.3--Storage. The Contractor shall provide suitable means for storing and protecting the metakaolin against dampness and contamination. Metakaolin which has become partially set, caked, or contains lumps shall not be used.

907-714.07.1.4--Specific Requirements. Metakaolin shall meet the requirements of AASHTO Designation: M 295, Class N with the following modifications:

1. The sum of $SiO_2 + Al_2O_3 + Fe_2O_3$ shall be at least 85%. The Material Safety Data Sheet shall indicate that the amount of crystalline silica, as measured by National Institute of Occupation Safety and Health (NIOSH) 7500 method, after removal of the mica interference, is less than 1.0%.
2. The loss on ignition shall be less than 3.0%.
3. The available alkalies, as equivalent Na_2O , shall not exceed 1.0%.
4. The amount of material retained on a No. 325 mesh sieve shall not exceed 1.0%.
5. The strength activity index at seven (7) days shall be at least 85%.

907-714.07.1.5--Acceptance. With each new lot of material shipped the Contractor shall submit to the State Materials Engineer a certified test report from the manufacturer showing that the material meets the requirements AASHTO Designation: M295, Class N and the requirements of this Subsection.

The Department reserves the right to sample, for check tests, any shipment or lot of metakaolin delivered to a project.

907-714.07.2--Silica Fume.

907-714.07.2.1--General. Silica fume shall only be used as a supplementary cementitious material in Portland cement concrete for compliance with the requirements for cementitious materials exposed to soluble sulfate conditions. Silica fume from different sources shall not be mixed or used alternately in any one class of construction or structure without written permission from the Engineer. No additional cementitious materials, such as blended hydraulic cement, performance hydraulic cement, fly ash, GGBFS, or others, shall be added to or as a replacement for Portland cement when used with silica fume in the production of concrete.

The State Materials Engineer shall be notified in writing of the nature, amount and identity of any processing, or other additions made to the silica fume during production.

907-714.07.2.2--Source Approval. The approval of each silica fume source shall be on a case by case basis as determined by the State Materials Engineer. In order to obtain approval of a silica fume source, the Producer/Suppliers shall submit to the State Materials Engineer the following for review: certified test reports, made by an acceptable, independent laboratory regularly inspected by the Cement and Concrete Reference Laboratory of the National Institutes of Standards and Technology, which show that the silica fume meets all the requirements of AASHTO Designation: M307, Table 3, including the Sulfate resistance expansion, listed in the table for Optional Physical Requirements, and other requirements listed herein.

In order to demonstrate effectiveness in contributing to sulfate resistance, included in this test data shall be results of silica fume from the proposed source tested in accordance with ASTM Designation: C 1012. There shall be two sets of test specimens per the following:

- a. One set of test specimens shall be prepared using a Type I Portland cement meeting the requirements of AASHTO Designation: M85 and having a tricalcium aluminate (C_3A) content of more than 8.0%,
- b. One set of test specimens shall be prepared using a Type II Portland cement meeting the requirements of AASHTO Designation: M85.
- c. The proposed silica fume shall be incorporated at the rate of 8% cement replacement in each set of test specimens and shall meet both of the acceptance criteria listed below for source approval.

The requirement for acceptance of the test sample using Type I Portland cement is an expansion of 0.10% or less at the end of six months. The requirement for acceptance of the test sample using Type II Portland cement is an expansion of 0.05% or less at the end of six months.

907-714.07.2.3--Storage. The Contractor shall provide suitable means for storing and protecting the silica fume against dampness and contamination. Silica fume which has become partially set, caked, or contains lumps shall not be used.

907-714.07.2.4--Acceptance. With each new lot of material shipped, the Contractor shall submit to the State Materials Engineer a certified test report from the manufacturer showing that the material meets the Chemical and Physical Requirements of AASHTO Designation: M307.

The Department reserves the right to sample, for check tests, any shipment or lot of silica fume delivered to a project.

Delete Subsection 714.11.6 on pages 690 and 691, and substitute the following.

907-714.11.6--Rapid Setting Cementitious Patching Compounds for Concrete Repair. Rapid setting concrete patching compounds must be approved for listing in the Department's "Approved Sources of Materials" prior to use. Upon approval, a product must be recertified every four (4) years to remain on the "Approved Sources of Materials" list. Each product shall be pre-measured and packaged dry by the manufacturer. All liquid solutions included by the manufacturer as components of the packaged material shall be packaged in a watertight container. The manufacturer may include aggregates in the packaged material or recommend the addition of Contractor furnished aggregates.

The type, size and quantity of aggregates, if any, to be added at the job site shall be in accordance with the manufacturer's recommendations and shall meet the requirements of Subsection 703.02 for fine aggregate and Subsection 703.03 for coarse aggregate. Required mixing water to be added at the job site shall meet the requirements of Subsection 714.01.2.

Only those bonding agents, if any, recommended by the manufacturer of the grout or patching compounds may be used for increasing the bond to old concrete or mortar surfaces.

Patching compounds containing soluble chlorides will not be permitted when in contact with steel.

Site preparation, proportioning of materials, mixing, placing and curing shall be performed in accordance with the manufacturer's recommendation for the specific type of application, and the Contractor shall furnish a copy of these recommendations to the Engineer.

Rapid setting cementitious concrete patching compounds, including components to be added at the job site, shall conform to the following physical requirements:

Non-shrink cementitious grouts shall not be permitted for use.

Compressive strength shall equal or exceed 3000 psi in 24 hours in accordance with ASTM C 928 for Type R2 concrete or mortar.

Bond strength shall equal or exceed 1000 psi in 24 hours in accordance with ASTM C 928 for Type R2 concrete or mortar.

The material shall have a maximum length change of $\pm 0.15\%$ in accordance with ASTM C 928 for Type R2 concrete or mortar.

The Contractor shall furnish to the Engineer three copies of the manufacturer's certified test report(s) showing results of all required tests and certification that the material meets the specifications when mixed and placed in accordance with the manufacturer's instructions. When the mixture is to be placed in contact with steel, the certification shall further state that the packaged material contains no chlorides. Certified test report(s) and certification shall be furnished for each lot in a shipment.

The proportioning of materials must be approved by the State Materials Engineer and any subsequent change in proportioning must also be approved. A sample of each component shall be submitted to the Engineer along with the quantity or percentage of each to be blended. At least 45 days must be allowed for initial approval.

The proportioning of materials for subsequent lots may be approved by the State Materials Engineer upon receipt of certification from the manufacturer that the new lot of material is the same composition as that originally approved by the Department and that the material has not been changed or altered in any way.

907-714.11.7--Commercial Grout for Anchoring Doweled Tie Bars in Concrete. Before Subsection 714.11.7.1 on page 691, add the following.

Approved Non-“Fast Set” Epoxy anchor systems as specified below may be used for the repair of concrete pavements that do not involve permanent sustained tension applications or overhead applications.

“***Fast Set Epoxy***” may not be used for any Adhesive Anchor Applications. Adhesive Anchor Systems (Fast Set epoxy or otherwise) shall not be used for permanent sustained tension applications or overhead applications. “Fast Set Epoxy” refers to an epoxy produced by the Sika Corporation called Sikadur AnchorFix-3 and repackaged for sale under a variety of names/companies listed at the Federal Highway Administration web site at the following link:

<http://www.fhwa.dot.gov/Bridge/adhesives.cfm>

907-714.11.7.4--Acceptance Procedure. After the last sentence of the first paragraph of Subsection 714.11.4 on page 691, add the following.

Upon approval, a product must be recertified every four (4) years to remain on the “Approved Sources of Materials” list.

907-714.11.8--Epoxy Joint Repair System.

907-714.11.8.1--General. After the last sentence of the first paragraph of Subsection 714.11.8.1 on page 692, add the following.

Upon approval, a product must be recertified every four (4) years to remain on the “Approved Sources of Materials” list.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-715-4

CODE: (IS)

DATE: 05/01/2013

SUBJECT: Roadside Development Materials

Section 715, Roadside Development Materials, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-715.02.2.1--Agricultural Limestone. Delete the first sentence of Subsection 715-02.2.1 on page 704 and substitute the following.

Agricultural limestone shall be either a hard-rock limestone material or a marl or chalk agricultural liming material as addressed in the latest amendment to the Mississippi Agricultural Liming Material Act of 1993, published by the Mississippi Department of Agriculture and Commerce.

907-715.02.2.1.1--Screening Requirements. Delete the first sentence of Subsection 715.02.2.1.1 on page 704.

Delete Subsection 715.02.2.1.2 on page 704 and substitute the following.

907-715.02.2.1.2--Calcium Carbonate Equivalent. Marl or chalk liming material shall not have less than 70% calcium and magnesium carbonate calculated as calcium carbonate equivalent when expressed on a dry weight basis.

907-715.02.2.1.3--Neutralizing Values. Hard-rock limestone material shall have a minimum Relative Neutralizing Value (RNV) of 63.0%, which is determined as follows.

$$\% \text{ RNV} = \text{CCE} \times (\% \text{ passing \#10 mesh} + \% \text{ passing \#50 mesh}) / 2$$

Where: CCE = Calcium Carbonate Equivalent

907-715.03--Seed.

907-715.03.2--Germination and Purity Requirements. Add the following to Table B on page 705.

Name (Kind)	Name (Variety)	Percent Germination	Percent Purity
GRASSES			
Rye Grass	Annual	80	98
Wheat	-	80	98

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-720-2

CODE: (IS)

| DATE: 05/01/2013

| SUBJECT: Pavement Marking Materials

Section 720, Pavement Marking Materials, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

| **907-720.01--Glass Beads.** After the first sentence of Subsection 720.01 on page 729, add the following.

The glass beads shall contain no more than 200 ppm (mg/kg) total concentration for lead, arsenic, or antimony. The manufacture shall furnish the Engineer with a certified test report indicating that the glass beads meet the above requirement.

907-720.02--Thermoplastic Pavement Markings. Delete the first paragraph of Subsection 720.02 on page 730 and substitute the following.

The thermoplastic material shall be lead free and conform to AASHTO Designation: M 249 except the glass beads shall be moisture resistant coated.

After the first sentence of the second paragraph of Subsection 720.02 on page 730, add the following.

In addition, the certification for the thermoplastic material shall state that the material is lead free.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-804-19

DATE: 03/22/2016

SUBJECT: Concrete Bridges and Structures

Delete the second and third paragraphs of Subsection 907.804.03.16.2 on page 37, and substitute the following.

For bridge decks when the ambient temperature is above 90°F, the forms, reinforcing steel, steel beam flanges, and other surfaces which will come in contact with the concrete shall be cooled to below 90°F by means of a water spray or other approved methods. Additionally, when the atmospheric temperature is predicted to be 90°F or above based on the latest information available from the National Weather Service any time during the day of placement or day after placement, the time of placement shall not begin until 5:00 p.m. on the day of placement and shall be completed by 6:00 a.m. the following day.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-804-19

CODE: (SP)

DATE: 11/10/2015

SUBJECT: Concrete Bridges and Structures

Section 804, Concrete Bridges and Structures, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby deleted and replaced as follows.

SECTION 907-804--CONCRETE BRIDGES AND STRUCTURES

907-804.01--Description. This work consists of constructing concrete bridges and structures in accordance with these specifications and in reasonably close conformity with the dimensions, designs, lines, and grades indicated on the plans or established.

Construction of box bridges shall be in accordance with Sections 601 and 602.

907-804.02--Materials.

907-804.02.1--General. Concrete produced and controlled from this specification shall be accepted upon proper certification of concrete production through an approved quality control program and verification by job site acceptance criteria. The Contractor shall develop and implement a quality control program which shall be used to maintain the required properties of concrete. For projects with 1000 cubic yards and more, quality control and acceptance shall be achieved through statistical evaluation of test results. For projects of more than 200 but less than 1000 cubic yards, quality control and acceptance shall be achieved by individual test results. For projects less than or equal to 200 cubic yards, refer to the requirements of TMD-20-05-00-000 "Sampling and Testing of Small Quantities of Miscellaneous Materials" for mixture design and testing requirements.

The materials for concrete bridges and structures, when sampled and tested in accordance with Subsection 700.03, shall meet the requirements of the following Subsections:

Portland Cement	701.01 and 701.02
Blended Cement	907-701.01 and 907-701.04
Admixtures	713.02
Fly Ash	714.05
Ground Granulated Blast Furnace Slag (GGBFS)	907-714.06
Silica Fume	907-714.07.2
Water	714.01.1 and 714.01.2
Fine Aggregate	703.02
Coarse Aggregate	703.03
Lightweight Aggregate	907-703.19
Curing Materials	713.01

Joint Materials	707.01, 707.02, and 707.07
Structural Steel Joints and Bearing Devices	717.01
Bearing Pads	714.10
Wire Rope or Wire Cable for Prestressed Concrete	700.01 and 711.03
Sprayed Finish for Concrete Surface	714.12
Reinforcing Steel	711.02

907-804.02.2--Use, Care, and Handling. The use, care, and handling of materials shall conform to the applicable requirements of Subsection 501.03.10 and the specific requirements of Subsections 907-804.02.4 and 907-804.02.5. Unless otherwise authorized, only fine aggregate or coarse aggregate of one type and from the same source shall be used in the construction of any one unit of a structure. Should the Contractor, with written permission of the Engineer, elect to substitute high early strength cement for cement of the type specified, the Contractor will not receive additional compensation for the substitution.

907-804.02.3--Blank.

907-804.02.4--Care and Storage of Concrete Aggregates. The handling and storage of aggregates shall be such as to prevent segregation or contamination with foreign materials. The Engineer may require that aggregates be stored on separate platforms at satisfactory locations.

When specified, coarse aggregates shall be separated into two or more sizes in order to secure greater uniformity of the concrete mixture. Different sizes of aggregate shall be stored in separate stock piles sufficiently removed from each other to prevent the material at the edges of the piles from becoming intermixed.

907-804.02.5--Storage of Cementitious Materials. All cementitious materials shall be stored in suitable weather-proof buildings or bins. These buildings or bins shall be placed in locations approved by the Engineer. Provision for storage shall be ample, and the shipments of cementitious materials as received shall be stored separately or other provisions made to the satisfaction of the Engineer for easy access for the identification, inspection, and sampling of each shipment as deemed desirable. Stored cementitious materials shall meet the test requirements at any time after storage when a retest is ordered by the Engineer.

On small jobs, open storage consisting of a raised platform and ample waterproof covering may be permitted by written authorization from the Engineer.

When specified, the Contractor shall keep accurate records of deliveries of cementitious materials and of their use in the work. Copies of these records shall be supplied in the form required by the Engineer.

907-804.02.6--Classification and Uses of Concrete. When a specific class of concrete is not specified on the plans or in the contract documents, the structure or parts thereof shall be constructed with the class of concrete as directed by the Engineer.

The classes and their uses are as follows:

- (1) Class AA - Concrete for bridge construction and concrete exposed to seawater.
- (2) Class A - Concrete shown as Class A shall herein be classified as and required to meet the performance criteria of Class AA.
- (3) Class B - General use, heavily reinforced sections, cast-in-place concrete piles, and conventional concrete piles.
- (4) Class C - Massive sections or lightly reinforced sections.
- (5) Class D - Massive unreinforced sections and riprap.
- (6) Class F - Concrete for prestressed members.
- (7) Class FX - Extra strength concrete for prestressed members, as shown on plans.
- (8) Class S - For all seal concrete deposited under water.
- (9) Class DS - Drilled Shaft

907-804.02.7--Blank.

907-804.02.8--Laboratory Accreditation. The Contractor shall be responsible for furnishing the laboratory used to perform concrete quality control tests. The laboratory may be the Contractor's facility, the concrete producer's facility, or a certified independent testing laboratory.

Only laboratories certified by the Mississippi Department of Transportation are qualified to perform material testing. Certification by AASHTO Accreditation Program (AAP) will be acceptable if the laboratory is listed in the latest AAP publication and maintains accreditation to completion of concrete work.

The Contractor's laboratory designated for quality control testing shall have equipment necessary to test aggregates and concrete for the test methods listed in Table 1.

Table 1

AASHTO: R 39	Making and Curing Concrete Test Specimens in the Laboratory
AASHTO: R 60	Sampling Freshly Mixed Concrete
AASHTO: T 2	Sampling Aggregates
AASHTO: T 19	Bulk Density ("Unit Weight") and Voids in Aggregates
AASHTO: T 22	Compressive Strength of Cylindrical Concrete Specimens
AASHTO: T 23	Making and Curing Concrete Test Specimens in the Field
AASHTO: T 27	Sieve Analysis of Fine and Coarse Aggregates
AASHTO: T 84	Specific Gravity and Absorption of Fine Aggregate
AASHTO: T 85	Specific Gravity and Absorption of Coarse Aggregate
AASHTO: T 119	Slump of Hydraulic Cement Concrete
AASHTO: T 121	Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete
AASHTO: T 152	Air Content of Freshly Mixed Concrete by Pressure Method *
AASHTO: T 196	Air Content of Freshly Mixed Concrete by the Volumetric Method *
AASHTO: T 231	Capping Cylindrical Concrete Specimens
AASHTO: T 248	Reducing Field Samples of Aggregate to Testing Size
AASHTO: T 255	Total Evaporable Moisture Content of Aggregate by Drying

AASHTO: T 325	Standard Method of Test for Estimating the Strength of Concrete in Transportation Construction by Maturity Tests **
ASTM: C 1064	Standard Test Method for Temperature of Freshly Mixed Hydraulic Cement Concrete
ASTM: C 1074	Standard Practice for Estimating Concrete Strength by the Maturity Method **

* Equipment necessary for either pressure or volumetric air content.

** Equipment necessary for estimating concrete strength following the maturity method.

Testing equipment shall have been inspected by the Department or through the AASHTO Accreditation Program. Testing equipment calibration files shall be made available upon request by the Department.

907-804.02.9--Testing Personnel. Technicians testing portland cement concrete, for either acceptance or production control purposes, shall be certified by an accepted certification program. Recertification is required for each Class after five years. Certification requirements are listed in Table 2.

Table 2

Concrete Technician's Tasks	Test Method Required	Certification Required**
Sampling or Testing of Plastic Concrete	AASHTO Designation: R 60, T 23, T 119, T 121, T 152, T 196, and ASTM Designation: C 1064	MDOT Class I certification
Compressive Strength Testing of Concrete Cylinders	AASHTO Designation: T 22 and T 231	MDOT Concrete Strength Testing Technician certification
Sampling of Aggregates	AASHTO Designation: T 2	Work under the supervision of a MDOT Class II certified technician
Testing of Aggregates	AASHTO Designation: T 19, T 27, T 84, T 85, T 248, and T 255	MDOT Class II certification
Proportioning of Concrete Mixtures*	AASHTO Designation: M 157 and R 39	MDOT Class III certification
Interpretation and Application of Maturity Meter Readings	AASHTO Designation: T 325 and ASTM Designation: C 1074	MDOT Class III certification or Two hours maturity method training

* Technicians making concrete test specimens for meeting the requirements of Subsection 907-804.02.10.1.2 shall be MDOT Class I certified and under the direct supervision of an MDOT Class III certified technician.

** MDOT Class I certification encompasses the same test procedures and specifications as ACI Concrete Field Testing Technician-Grade I. MDOT Class II certification encompasses the same test procedures and specifications as ACI Aggregate Testing Technician-Level 1. MDOT Concrete Strength Testing Technician encompasses the same test procedures and specifications as ACI Concrete Strength Testing certification.

Specific requirements for each level of certification are in the latest edition of the Department's *Concrete Field Manual*. Current MDOT Class I, MDOT Class II, and/or MDOT Class III certifications shall be acceptable until those certifications expire. Upon expiration of a current certification, recertification with the certifications listed in Table 2 shall be required. Technicians performing either specific gravity testing of aggregates or compressive strength tests shall be required to either:

- have the required MDOT certification listed in Table 2, or
- have a current MDOT Class III certification or work under the direct supervision of current MDOT Class III technician, and have demonstrated the specific gravity and/or compressive strength test during the inspection of laboratory equipment by the Materials Division, Concrete Section.

907-804.02.10--Portland Cement Concrete Mixture Design. At least 10 days prior to production of concrete, the Contractor shall submit to the Engineer proposed concrete mixture designs complying with the Department's *Concrete Field Manual*. Materials shall be from approved sources meeting the requirements of the Standard Specifications. Proportions for the mixture designs shall be for the class concrete required by the contract plans and shall meet the requirements of the "Master Proportion Table for Structural Concrete Design" listed in Table 3. The concrete producer shall assign a permanent unique mixture number to each mixture design. Each mixture design shall be field verified as required in Subsection 907-804.02.10.3. Acceptable field verification data shall be required for final approval of a mixture design.

All concrete mixture designs will be reviewed by the Materials Division prior to use. Concrete mixture designs disapproved will be returned to the Contractor with a statement explaining the disapproval.

If the Contractor chooses to cure the concrete in accordance with the requirements listed under **Length of Time Defined by Development of Compressive Strength** in Subsection 907-804.03.17, the compressive strength/maturity relationship shall be developed for the mixture design for a minimum of 28 days following the requirements of Subsection 907-804.03.15. The compressive strength/maturity relationship information shall be submitted with the mixture design information.

Table 3
MASTER PROPORTION TABLE FOR STRUCTURAL CONCRETE DESIGN

Class	Coarse Aggregate Size No.*	Maximum Water/Cementitious** Ratio	Specified Compressive Strength (f'_c) psi	Maximum Permitted Slump*** inches	Nominal Total Air Content**** %
AA*****	57 or 67	0.45**	4000	3***	4.5*****
B	57 or 67	0.50	3500	4	4.5
C	57 or 67	0.55	3000	4	4.5
D	57 or 67	0.70	2000	4	4.5
F	67	0.40	5000	3	*****
FX	67	(As per mixture design)	(As shown on plans)	3	*****
S	57 or 67	0.45	3000	8	4.5
DS	67	0.45	4000	***	*****

* Maximum size aggregate shall conform to the concrete mixture design for the specified aggregate. Other smaller coarse aggregate sizes meeting the requirements of Subsection 907-703.03.2.4 may also be used in conjunction with the coarse aggregate sizes listed. Lightweight aggregate (LWA) meeting the requirements of Subsection 907-703.19.2 may also be used as a partial replacement for fine aggregate.

** The replacement limits of portland cement by weight by other cementitious materials (such as fly ash, GGBFS, silica fume, or others) shall be in accordance with the values in Subsection 907-701.02. Other hydraulic cements may be used in accordance with the specifications listed in Section 701.

For Class AA concrete for concrete bridge decks, the water / cementitious ratio range shall be 0.43 – 0.45 and the maximum cementitious material content shall be 550 pounds per cubic yard. The “maximum cementitious material content” refers to the total weight of Portland cement, blended hydraulic cement, GGBFS, silica fume, and fly ash.

*** Unless otherwise specified, minus slump requirements shall meet those set forth in Table 3 of AASHTO Designation: M157.

For Class AA concrete for concrete bridge decks the maximum permitted slump may be increased to five (5) inches. Also, for each additional pound of fibers per cubic yard added in excess of the requirement in Note ***** , an additional inch of slump will be allowed up to a maximum permitted slump of eight (8) inches.

For Class AA not used in bridge decks and all other Classes of concrete, the maximum permitted slump may be increased to eight (8) inches.

For Class DS concrete for drilled shafts the slump range shall be 8 inches $\pm$ 1 inch.

***** The tolerance on total air content shall be $\pm 1.5\%$. For Class AA concrete for concrete bridge decks, the nominal total air content may be increased to 6.5%.

***** For Class AA concrete for concrete bridge decks, an approved synthetic structural fiber meeting the requirements of Special Provision 907-711, Synthetic Structural Fiber Reinforcement, shall be incorporated into the mixture at 1.25 times the approved dosage rate.

***** Entrained air is not required except for concrete exposed to seawater. For concrete not exposed to seawater, the total air content shall not exceed 6.0%. For concrete exposed to seawater, the nominal total air content shall be 4.5%.

At least one water-reducing admixture or water-reducing/set-retarding admixture shall be used in all classes of concrete in accordance with the manufacturer's recommended dosage range. Admixtures providing a specific performance characteristic other than those of water reduction or set retardation may be used in accordance with the manufacturer's recommended dosage range. Mixture designs containing accelerating admixtures will not be approved. Any combinations of admixtures shall be approved by the Engineer before their use.

907-804.02.10.1--Proportioning of Portland Cement Concrete Mixture Design. Proportioning of portland cement concrete shall be based on an existing mixture of which the producer has field experience and documentation or based on a recently batched laboratory mixture tested according to the required specifications.

907-804.02.10.1.1--Proportioning on the Basis of Previous Field Experience of Trial Mixtures. Where a concrete production facility has a record, based on at least 10 consecutive strength tests from at least 10 different batches within the past 12 months from a mixture not previously used on Department projects, the standard deviation shall be calculated. The record of tests from which the standard deviation is calculated shall:

- a) Represent similar materials and conditions to those expected. Changes in materials and proportions within the test record shall not have been more closely restricted than those for the proposed work.
- b) Represent concrete produced to meet a specified strength.
- c) Consist of 10 consecutive tests, average of two cylinders per test, tested at 28 days.

The standard deviation, s , shall be calculated as:

$$s = \left[\sum (X_i - \bar{X})^2 \div (N - 1) \right]^{1/2}$$

where:

X_i = the strength result of an individual test

$\bar{X}$ = the average of individual tests in the series

N = number of tests in the series

When the concrete production facility does not have a record of tests for calculation of standard deviation, as required in the above formula, the requirements of Subsection 907-804.02.10.1.2 shall govern.

The required average compressive strength (f'_{cr}) used as the basis for selection of concrete proportions shall conform to the inequality listed below, while using a standard deviation, s , calculated as shown above.

$$\bar{X} \geq f'_{cr}$$

where:

$$f'_{cr} = f'_c + 1.43s$$

where:

f'_c = specified compressive strength of concrete, psi

f'_{cr} = required average compressive strength of concrete, psi

s = standard deviation, psi

1.43 represents the Lower Quality Index necessary to assure that 93% of compressive strength tests are above f'_c .

907-804.02.10.1.2--Proportioning on the Basis of Laboratory Trial Mixtures. When an acceptable record of field test results is not available, concrete proportions shall be established based on laboratory trial mixtures meeting the following restrictions:

- a) The combination of materials shall be those intended for use in the proposed work.
- b) Trial mixtures having proportions and consistencies suitable for the proposed work shall be made using the ACI 211.1 as a guide to proportion the mixture design.
- c) Trial mixtures shall be designed to produce a slump within $\pm 3/4$ inch of the maximum permitted, and for air-entrained concrete, ± 0.5 percent of the maximum total air content. The temperature of freshly mixed concrete in trial mixtures shall be reported.
- d) For each proposed mixture, at least three compressive test cylinders shall be made and cured in accordance with AASHTO Designation: R 39. Each change of water-cement ratio shall be considered a new mixture. The cylinders shall be tested for strength in accordance with AASHTO Designation: T 22 and shall be tested at 28 days.
- e) The required average strength of laboratory trial mixes shall exceed f'_c by 1200 psi for concrete mixture designs less than 5000 psi and by 1400 psi for concrete mixture designs of 5000 psi or more.

- f) The laboratory trial batch mixtures shall have been made within the previous 12 months before being submitted for approval and shall not have been previously used on Department projects.

907-804.02.10.2--Documentation of Average Strength. Documentation that the proposed concrete proportions will produce an average strength equal to or greater than the required average shall consist of the strength test records from field tests or results from laboratory trial mixtures.

907-804.02.10.3--Field Verification of Concrete Mixture Design. Concrete mixture designs will only be tentatively approved pending field verification. The requirements for yield, slump, or total air content shall be successfully met within the first three (3) production days. Mixture designs may be transferred to other projects without additional field verification testing, once the mixture design has passed the field verification process.

The Contractor's Certified Quality Control Technicians shall test each concrete mixture design upon the first placement of the mix. Aggregates and concrete tests during the first placement shall be as follows.

<u>Aggregates</u>	<u>Concrete</u>
Bulk Specific Gravity	Water Content
Moisture	Slump
Gradation	Air Content
	Unit Weight
	Yield

For all Classes of concrete, the mixture shall be verified to yield within 2.0% of the correct volume when all the mix water is added to the batch.

For all Classes of concrete other than DS, F, and FX, the mixture shall produce a slump within a minus 1½-inch tolerance of the maximum permitted for mixtures with a maximum permitted slump of three inches (3") or less or within a minus 2½-inch tolerance of the maximum permitted for mixtures with a maximum permitted slump of greater than three inches (3"), and producing a total air content within a minus 1½ percent tolerance of the maximum allowable air content in Table 3.

For Class DS, the slump shall be within the requirements in Note *** below Table 3. For Class DS exposed to seawater, the total air content shall be within a minus 1½ percent tolerance of the maximum allowable air content in Note ***** below Table 3. For Class DS not exposed to seawater the total air content shall be within the requirements in Note ***** below Table 3.

For Classes F and FX, the slump shall be within a minus 1½-inch tolerance of the maximum permitted for mixtures with a maximum permitted slump of three inches (3") or less or within a minus 2½-inch tolerance of the maximum permitted for mixtures with a maximum permitted slump of greater than three inches (3"). For Classes F and FX exposed to seawater, the total air content shall be within a minus 1½ percent tolerance of the maximum allowable air content in

Note ***** below Table 3. For Classes F and FX not exposed to seawater the total air content shall be within the requirements in Note ***** below Table 3.

The mixture shall be adjusted and retested, if necessary, on subsequent placements until the above mentioned properties are met.

If the requirements for yield, slump, or total air content are not met within the first three (3) production days, subsequent field verification testing shall not be permitted on Department projects, and the mixture design shall not be used until the requirements listed above are met. Any mixture design adjustments, changes in the mixture proportions, are to be made by a Class III Certified Technician representing the Contractor. After the mixture design has been verified and adjustments made, verification test results will be reviewed by the Engineer.

907-804.02.10.3.1--Slump Retention of Class DS Concrete Mixture Designs. Prior to concrete placement, the Contractor shall provide test results of a slump loss test using approved methods to demonstrate that the mixture meets the four hour requirement in Subsection 907-803.02.7.1. These tests shall be conducted successfully by an approved testing laboratory within 30 days prior to installation of the trial shaft, with personnel from the Materials Division present. The slump loss test shall be conducted at temperatures and conditions similar to those expected at the job site at the time of the installation of the trial shaft. The sample for the slump loss test shall be from a minimum batch size of four (4) cubic yards of concrete. If the time between the previous successful slump loss test and the installation of the trial shaft exceeds 30 days, another successful slump loss test shall be performed on the first truckload of concrete as part of the installation of the trial shaft. This requirement limiting the time between the previous slump loss test and an installation of the trial shaft also applies to Class DS concrete mixture designs being transferred from another project. During any shaft installation a slump loss test shall be conducted by the Contractor at the direction of the Engineer from the concrete at the site for verification of slump loss requirements using a sample from a minimum batch size of four cubic yards of concrete.

907-804.02.10.4--Adjustments of Mixtures. The mixture design may be adjusted by the Class III Certified Technician representing the Contractor in accordance with the allowable revisions listed in the Department's *Concrete Field Manual*, paragraph 5.7. Written notification shall be submitted to the Engineer a minimum of seven (7) days prior to any source or brand of material change, aggregate size change, allowable material type change, or decrease in any cementitious material content. Any adjustments of the concrete mixture design shall necessitate repeat of field verification procedure as described in Subsection 907-804.02.10.3 and approval by the Engineer.

907-804.02.11--Concrete Batch Plants. The concrete batch plant shall meet the requirements of the National Ready Mixed Concrete Association *Quality Control Manual, Section 3, Plant Certification Checklist* as outlined in the latest edition of the Department's *Concrete Field Manual*. The Contractor shall submit a copy of the approved checklist along with proof of calibration of batching equipment, i.e., scales, water meter, and admixture dispenser, to the Engineer 30 days prior to the production of concrete.

For projects with 1000 cubic yards and more, the concrete batch plant shall meet the requirements for an automatic system capable of recording batch weights. It shall also have automatic moisture

compensation for the fine aggregate. For projects of more than 200 but less than 1000 cubic yards the plant can be equipped for manual batching with a fine aggregate moisture meter visible to the plant operator.

The concrete batch plant shall have available adequate facilities to cool concrete during hot weather.

Mixer trucks to be used on the project are to be listed in the checklist and shall meet the requirements of the checklist.

907-804.02.12--Contractor's Quality Control. The Contractor shall provide and maintain a quality control program that will provide reasonable assurance that all materials and products submitted to the Department for acceptance will conform to the contract requirements, whether manufactured or processed by the Contractor or procured from suppliers, subcontractors, or vendors.

The Contractor's Quality Control program shall implement the minimum quality control requirements shown in Table 4, "CONTRACTOR'S MINIMUM REQUIREMENTS FOR QUALITY CONTROL". The quality control activities shown in the table are considered to be normal activities necessary to control the production and placing of a given product or material at an acceptable quality level. To facilitate the Department's activities, all completed gradation samples shall be retained for a maximum of sixty (60) days by the Contractor until further disposition is designated by the Department.

The Contractor shall perform, or have performed, the tests required to substantiate product conformance to contract document requirements and shall also perform, or have performed, all tests otherwise required.

The Contractor's Quality Control program shall encompass the requirements of AASHTO Designation: M 157 into concrete production and control, equipment requirements, testing, and batch ticket information. The requirement of AASHTO Designation: M 157, Section 11.7 shall be followed except, on arrival to the job site, a maximum of 1½ gallons per cubic yard shall be allowed to be added. Water shall not be added at a later time. Job site adjustment of a batch using chemical admixtures or the mechanical adjustment of a batch may be performed by the Contractor if the requirements of Subsection 907-804.02.12.1.1 have been satisfactorily addressed in the Quality Control Plan. If either the maximum permitted slump is exceeded or the total air content is not within the required range after all adjustments are made at the job site, the concrete shall be rejected.

The Contractor's quality control tests shall be documented and shall be available for review by the Engineer throughout the life of the contract.

As set out in these specifications, quality control sampling and testing performed by the Contractor will be used by the Department for determination of acceptability of the concrete.

The Contractor shall maintain standard equipment and qualified personnel as required to assure conformance to contract requirements.

907-804.02.12.1--Quality Control Plan. The Contractor shall prepare a Quality Control Plan which shall identify the personnel responsible for the Contractor's quality control including the company official who will act as liaison with Department personnel. The Quality Control Plan shall be submitted in writing to the Engineer for approval 30 days prior to the production of concrete.

The class(es) of concrete involved will be listed separately. If an existing mixture design(s) is to be used, the mixture design number(s) as previously approved shall be listed.

It is intended that sampling and testing be in accordance with standard methods and procedures, and that measuring and testing equipment be standard and properly calibrated. If alternative sampling methods and procedures, and inspection equipment are to be used, they shall be detailed in the Quality Control Plan.

907-804.02.12.1.1--Elements of Plan. The Plan shall address all elements that affect the quality of the structural concrete including, but not limited to, the following items:

- 1) Stockpile Management
- 2) Procedures for Corrective Actions for Non Compliance of Specifications
- 3) Procedure for Controlling Concrete Temperatures
- 4) Job Site Batch Adjustments by Addition of Chemical Admixtures:

The Plan shall address if the Contractor intends to adjust either the slump and/or total air content of a batch on the job site by adding chemical admixture(s) to a batch. The Contractor shall include the names of the personnel designated to perform this batch adjustment, the equipment used to add the chemical admixture(s), and the procedure by which the batch adjustment will be accomplished. Only the Contractor's designated personnel shall adjust a batch. Only calibrated dispensing equipment shall be used to add chemical admixture(s) to a batch. Only the procedure described in this section of the Plan shall be utilized.

If either the maximum permitted slump is exceeded or the total air content is not within the required range after all adjustments are made at the job site, the concrete shall be rejected.

If the Contractor elects to utilize Job Site Batch Adjustments by Addition of Chemical Admixture within Item 2, Procedures for Corrective Actions for Non Compliance of Specifications, to adjust batches which do not meet the minimum specification requirements for slump and/or total air content, no more than three batches on any one project shall be allowed to be adjusted regardless of the number of mixtures associated with the project.

- 5) Construction of Concrete Bridge Decks, including the following:

- the description of the equipment used for placing concrete on the bridge deck in accordance with Subsection 907-804.03.6 and, as applicable, Subsections 907-804.03.7 and 907-804.03.8 including any accessories added to the pump to ensure the entrained air in the concrete mixture remains entrained during pumping and depositing of the concrete mixture,
- the description of and the number of pieces of equipment used to consolidate the concrete in accordance with Subsection 907-804.03.6.2,
- the description of the equipment used to finish the bridge deck in accordance with Subsection 907-804.03.19.7,
- the plan for ensuring a continuous rate of finishing the bridge deck without delaying the application of curing materials within the time specified in Subsection 907-804.03.17, including ensuring a continuous supply of concrete throughout the placement with an adequate quantity of concrete to complete the deck and filling diaphragms and end walls in advance of deck placement,
- the plan for applying the curing materials within the time specified in Subsection 907-804.03.17,
- the description of the powered fogging equipment in accordance with Subsection 907-804.03.17,
- a sample of the documentation used as the daily inspection report for ensuring maintenance of the continuous wet curing in accordance with Subsection 907-804.03.17, as required,
- the description of the equipment used to apply the liquid membrane, including but not limited to, the nozzles, pumping/pressurization equipment, and liquid membrane tanks, in accordance with Subsection 907-804.03.17,
- the method for determining the rate of applied liquid membrane meets the application rate requirements in accordance with Subsection 907-804.03.17,
- a sample of the documentation used for the application rate verification of the liquid membrane in accordance with Subsection 907-804.03.17.

6) Mechanical Adjustment of Trucks

907-804.02.12.2--Personnel Requirements. The Contractor's Designated Certified Technician shall perform and use quality control tests and other quality control practices to assure that delivered materials and proportioning meet the requirements of the mixture design including temperature, slump, air content, and strength and shall periodically inspect all equipment used in transporting, proportioning, and mixing.

The Contractor's Designated Technician shall periodically inspect all equipment used placing, consolidating, finishing, and curing to assure it is operating properly and that placement, consolidation, finishing, and curing conform to the mixture design and other contract requirements.

907-804.02.12.3--Documentation. The Contractor shall maintain adequate records of all inspections and tests. The records shall indicate the nature and number of observations made, the number and type of deficiencies found, date and time of samples taken, the quantities approved and rejected, and the nature of corrective action taken as appropriate. The Contractor's

documentation procedures will be subject to approval of the Department prior to the start of the work and to compliance checks during the progress of the work.

All conforming and non-conforming results shall be kept complete and shall be available at all times to the Department during the performance of the work. Forms shall be on a computer-acceptable medium. Batch tickets and gradation data shall be documented in accordance with Department requirements.

Batch tickets shall contain all the information in AASHTO Designation: M157, Section 16 including the additional information in Subsection 16.2 with the following exception: the information listed in paragraphs 16.2.7 and 16.2.8 is not required. All material added to a batch by both the batch plant or added manually shall be documented on the ticket. Batch tickets shall also contain the concrete producer's permanent unique mixture number assigned to the concrete mixture design. Copies shall be submitted to the Department as the work progresses.

Test data for portland cement concrete, including gradation, shall be charted in accordance with the applicable requirements.

The Contractor may use additional control charts as deemed appropriate. It is normally expected that testing and charting will be completed within 24 hours after sampling.

All records documenting the Contractor's quality control tests shall become the property of the Department upon completion of the work.

907-804.02.12.4--Corrective Action. The Contractor shall take prompt action to correct conditions that have resulted, or could result, in the submission to the Department of materials and products that do not conform to the requirements of the contract documents. All corrective actions shall be documented.

907-804.02.12.5--Non-Conforming Materials. The Contractor shall establish and maintain an effective and positive system for controlling non-conforming material, including procedures for its identification, isolation and disposition. Reclaiming or reworking of non-conforming materials shall be in accordance with procedures acceptable to the Department.

All non-conforming materials and products shall be positively identified to prevent use, shipment, and intermingling with conforming materials and products. Holding areas, mutually agreeable to the Department and the Contractor, shall be provided by the Contractor.

TABLE 4
CONTRACTOR'S MINIMUM REQUIREMENTS FOR QUALITY CONTROL

Portland Cement Concrete		
Control Requirement	Frequency	AASHTO/ASTM Designation
A. PLANT AND TRUCKS 1. Mixer Blades 2. Scales a. Tared b. Calibrate c. Check Calibration 3. Gauges & Meters - Plant & Truck a. Calibrate b. Check Calibration 4. Admixture Dispenser a. Calibrate b. Check Operation & Calibration	Monthly Daily Every 6 months Weekly Every 6 months Weekly Every 6 months Daily	
B. AGGREGATES 1. Sampling 2. Fine Aggregate a. Gradation / FM b. Moisture c. Specific Gravity / Absorption 3. Coarse Aggregates a. Gradation b. Moisture c. Specific Gravity / Absorption	250 yd ³ concrete Check meter against test results weekly 2500 yd ³ concrete 250 yd ³ concrete Minimum of once daily or more as needed to control production. Check meter against test results weekly. 2500 yd ³ Concrete	T 2 T 27 T 255 T 84 T 27 T 255 T 85
C. PLASTIC CONCRETE 1. Sampling 2. Air Content 3. Slump 4. Compressive Strength 5. Yield 6. Temperature	First load then one per 50 yd ³ First load then one per 50 yd ³ A minimum of one set (three cylinders) for each 100 yd ³ inclusive and one set for each additional 100 yd ³ or fraction thereof for each class concrete delivered and placed on a calendar day from a single supplier. A test shall be the average of three cylinders. Each 400 yd ³ With each sample	T 141 T 152 or T 196 T 119 T 22, T 23, T 231 T 121 C 1064

907-804.02.13--Quality Assurance Sampling and Testing. Quality Assurance (QA) inspection and testing will be provided by the Department to assure that the Contractor's Quality Control (QC) testing meets the requirements of these specifications.

Acceptance of the material is based on the inspection of the construction, monitoring of the Contractor's QC program, QC and QA test results per Subsection 907-804.02.13.1, and the comparison of the QA test results with the QC test results. The Department may use the results of the Contractor's QC tests as a part of the acceptance procedures instead of the results of QA tests, provided:

- a) The Department's inspection and monitoring activities indicate that the Contractor is following the approved QC program and, respectively,
- b) For aggregates, the results from the Contractor's QC and the Department's QA testing of aggregate gradations compare by both meeting the aggregate type's gradation requirements;
- c) For concrete, the Contractor's QC and Department's QA testing of concrete compressive strengths compare when using the data comparison computer program with an alpha value of 0.01 for projects with 1000 cubic yards and more; or, strength comparisons are within 990 psi for projects of more than 200 but less than 1000 cubic yards.

The minimum frequency for QA testing of aggregate and plastic concrete by the Department will follow the frequencies listed in Table 5, "DEPARTMENT'S MINIMUM REQUIREMENTS FOR QUALITY ASSURANCE".

**TABLE 5
DEPARTMENT'S MINIMUM REQUIREMENTS FOR QUALITY ASSURANCE**

Quality Assurance Tests	Frequency	AASHTO/ASTM Designation
A. AGGREGATES		
1. Sampling		T 2
2. Fine Aggregate Gradation and FM	250 yd ³ concrete	T 27
3. Coarse Aggregates Gradation	250 yd ³ concrete	T 27
B. PLASTIC CONCRETE		
1. Sampling		T 141
2. Air Content	Every 100 yd ³	T 152 or T 196
3. Slump	Every 100 yd ³	T 119
4. Compressive Strength	One set (three cylinders) for every 100 yd ³ inclusive. A test shall be the average of three cylinders.	T 22, T 23, T 231
5. Temperature	With each sample	C 1064

Periodic inspection by the Department of the Contractor's QC testing and production will continue through the duration of the project. Weekly reviews will be made of the Contractor's QC records and charts.

For aggregates, comparison of data of the Contractor's QC aggregate gradation test results to those of the Department's QA aggregate gradation test results will be made monthly during concrete

production periods according to Department Standard Operating Procedures. When it is determined that the Contractor's QC test results of aggregate gradations are comparative to that of the Department's QA test results, then the Department will use the Contractor's QC results as a basis for acceptance of the aggregates and the Department's QA testing frequency of aggregates may be reduced to a frequency of no less than three QA tests to every 10 QC tests. If the Contractor's QC aggregate gradation test results fail to compare to those of the Department's QA aggregate gradation test results, Department testing for aggregate gradations will revert to the frequency shown in Table 5 for aggregates until the Contractor's and Department's aggregate gradation test data compare.

For concrete compressive strength, comparison of data of the Contractor's QC compressive strength test results to those of the Department's QA compressive strength test results will be made monthly during concrete production periods according to Department's *Concrete Field Manual*. When it is determined that the Contractor's QC test results of concrete compressive strengths are comparative to that of the Department's QA test results, then the Department will use the Contractor's QC results as a basis for acceptance of the concrete and the Department's QA testing frequency of concrete compressive strengths may be reduced to a frequency of no less than three QA tests to every 10 QC tests. If the Contractor's QC compressive strength test results fail to compare to those of the Department's QA compressive strength test results, Department testing will revert to the frequency shown in Table 5 for plastic concrete until the Contractor's and Department's compressive strength test data compare.

907-804.02.13.1--Job Control Testing.

907-804.02.13.1.1--Sampling. Sampling of concrete mixture shall be performed in accordance with the latest edition of the Department's *Concrete Field Manual*.

907-804.02.13.1.2--Slump. Slump of plastic concrete shall meet the requirements of Table 3: MASTER PROPORTION TABLE FOR STRUCTURAL CONCRETE DESIGN. A check test shall be made on another portion of the sample before rejection of any load.

907-804.02.13.1.3--Air. Total air content of concrete shall be within the specified range for the class of concrete listed in Table 3: MASTER PROPORTION TABLE FOR STRUCTURAL CONCRETE DESIGN. A check test shall be made on another portion of the sample before rejection of any load.

907-804.02.13.1.4--Yield. If the yield of the concrete mix design is more than plus or minus three percent ($\pm 3\%$) of the designed volume, the mix shall be adjusted by a Class III Certified Technician representing the Contractor to yield the correct volume plus or minus three percent ($\pm 3\%$). If batching of the proportions of the mixture design varies outside the batching tolerance range of the originally approved proportions by more than the tolerances allowed in Subsection 907-804.02.12, the new proportions shall be field verified per Subsection 907-804.02.10.3.

907-804.02.13.1.5--Temperature. Cold weather concreting shall follow the requirements of Subsection 907-804.03.16.1. Hot weather concreting shall follow the requirements of Subsection

907-804.03.16.2. Concrete with a temperature more than the maximum allowable temperature shall be rejected and not used in Department work.

The maximum acceptance temperature for Class DS concrete mixtures is 95°F.

The maximum acceptance temperature of Class C concrete mixtures is 100°F for mixtures meeting the cement replacement requirements of Subsection 907-701.02.2. For Class C concrete mixtures that do not meet the cement replacement requirements of Subsection 907-701.02.2, the maximum acceptance temperature is 95°F.

The maximum acceptance temperature for all other concrete mixtures meeting the cement replacement requirements of Subsection 907-701.02.2 is 95°F. The maximum acceptance temperature for all other concrete mixtures which do not meet the cement replacement requirements of Subsection 907-701.02.2 is 90°F.

907-804.02.13.1.6--Compressive Strength. Standard cured concrete compressive strength tests shall conform to the specified strength (f'_c) listed in the specifications. Concrete represented by compressive strength test below the specified strength (f'_c) may be removed and replaced by the Contractor. If the Contractor elects not to remove the material, it will be evaluated by the Department as to the adequacy for the use intended. All concrete evaluated as unsatisfactory for the intended use shall be removed and replaced by the Contractor at no additional cost to the Department. For concrete allowed to remain in place, reduction in payment will be as follows:

Projects with 1000 Cubic Yards and More. When the evaluation indicates that the work may remain in place, a statistical analysis will be made of the QC and QA concrete test results. If this statistical analysis indicates at least 93% of the material would be expected to have a compressive strength equal to or greater than the specified strength (f'_c) and 99.87% of the material would be expected to have a compressive strength at least one standard deviation above the allowable design stress (f_c), the work will be accepted. If the statistical analysis indicates that either of the two criteria are not met, the Engineer will provide for an adjustment in pay as follows for the material represented by the test result.

Total Pay on Material in Question = Unit Price - (Unit Price x % Reduction)

$$\% \text{ Reduction} = \frac{(f'_c - X)}{f'_c - (f_c + s)} \times 100 \times M$$

where:

f'_c = Specified 28-day compressive strength, psi

X = Individual compressive strength below f'_c , psi

s = standard deviation, psi*

f_c = allowable design stress, psi

M = pay reduction multiplier, per the *Concrete Field Manual*, paragraph 7.3

* Standard deviation used in the above reduction of pay formula shall be calculated from the applicable preceding compressive strengths test results plus the individual compressive strength below f'_c . If below f'_c strengths occur during the project's first ten compressive strength tests, the standard deviation shall be calculated from the first ten compressive strength tests results.

Projects of More Than 200 but Less Than 1000 Cubic Yards. When the evaluation indicates that the work may remain in place, a percent reduction in pay will be assessed based on a comparison of the deficient 28-day test result to the specified strength. The Engineer will provide for an adjustment in pay as follows for the material represented by the test result.

Total Pay on Material in Question = Unit Price - (Unit Price x % Reduction)

$$\% \text{ Reduction} = \frac{(f'_c - X)}{f'_c} \times 100 \times M$$

where:

f'_c = Specified 28-day compressive strength, psi

X = Individual compressive strength below f'_c , psi

M = pay reduction multiplier, per the *Concrete Field Manual*, paragraph 7.3

907-804.02.14--Dispute Resolution. Disputes over variations between Contractor's QC test results and the Department's QA test results shall be resolved at the lowest possible level using the latest edition of the Department's *Concrete Field Manual*. When there are significant discrepancies between the QC test results and the QA test results, the Contractor's QC Manager, the Project Engineer, and/or the District Materials Engineer shall look for differences in the procedures, and correct the inappropriate procedure before requesting a third party resolution.

If the dispute cannot be resolved at the project or District level, the Department's Materials Division will serve as a third party to resolve the dispute. The Materials Division's decision shall be binding.

The Contractor shall be responsible for the cost associated with the third party resolution if the final decision is such that the Department's QA test results were correct. Likewise, the Department will be responsible for the cost when the final decision is such that the Contractor's QC test results were correct.

907-804.03--Construction Requirements.

907-804.03.1--Measurement of Materials.

907-804.03.1.1--General. The accuracy for measuring materials shall be in accordance with AASHTO Designation: M 157.

907-804.03.1.2--Measurement by Weighing. Except when otherwise specified or authorized, the materials shall be measured by weighing. The apparatus provided for weighing materials shall be

suitably designed and constructed for this purpose. Cementitious materials and aggregates shall be weighed separately. Cement in standard bags need not be weighed, but bulk cement and other cementitious materials shall be weighed. The mixing water shall be measured by volume or by weight. All measuring devices shall be subject to approval.

907-804.03.2--Blank.

907-804.03.3--Blank.

907-804.03.4--Hand Mixing. Hand mixing of concrete will not be allowed.

907-804.03.5--Delivery. The plant supplying concrete shall have sufficient capacity and transporting apparatus to ensure continuous delivery at the rate required. The rate of delivery shall be such as to provide for the proper continuity in handling, placing, and furnishing of the concrete. The rate shall be such that the interval between batches shall not exceed 20 minutes. The methods of delivering and handling the concrete shall be that which will facilitate placing with minimum re-handling and without damage to the structure or the concrete.

907-804.03.6--Handling and Placing Concrete.

907-804.03.6.1--General. Prior to placing concrete, all reinforcement shall have been accurately placed in the position shown on the plans and fastened as set out in Section 805. All sawdust, chips, and other construction debris and extraneous matter shall have been removed from the interior of the forms. Temporary struts, braces, and stays holding the forms in correct shape and alignment shall be removed when the concrete placing has reached an elevation rendering their service unnecessary. These temporary members shall be entirely removed from the forms and shall not be buried in the concrete.

No concrete shall be placed until the forms and reinforcement have been inspected.

Except as provided for truck mixers and truck agitators, concrete shall be placed in the forms within 30 minutes after the time that the cement is first added to the mixture.

Concrete shall be placed so as to avoid segregation of materials and displacement of reinforcement. The use of troughs, chutes, and pipes over 25 feet in length for gravity conveyance of concrete to the forms, will not be permitted except when authorized by the Engineer and subject to the production of quality concrete.

Only approved mechanical conveyors will be permitted.

Open troughs and chutes shall be metal or metal lined. The use of aluminum pipes, chutes, or other devices made of aluminum that come into direct contact with the concrete shall not be used. Where steep slopes are required, the chutes shall be equipped with baffles or be in short sections that change the direction of movement.

All chutes, troughs, and pipes shall be kept clean and free from coatings of hardened concrete by thoroughly flushing with water after each run. Water used for flushing shall be discharged clear of the structure.

When placing operations involve dropping the concrete more than five feet, it shall be deposited through sheet metal or other approved pipes to prevent segregation and unnecessary splashing. The pipes shall be made in sections to permit discharging and raising as the placement progresses. A non-jointed pipe may be used if sufficient openings of the proper size are provided to allow for the flow of the concrete into the shaft. As far as practicable, the pipes shall be kept full of concrete during placing, and their ends shall be kept buried in the newly placed concrete.

Except as herein provided, concrete shall be placed in horizontal layers not more than 12 inches thick. When, with the Engineer's approval, less than the complete length of a layer is placed in one operation, it shall be terminated in a vertical bulkhead. Each layer shall be placed and compacted before the preceding layer has taken its initial set and shall be compacted so as to avoid the formation of a construction joint with the preceding layer.

If the Department determines that there is an excessive number of projections, swells, ridges, depressions, waves, voids, holes, honeycombs, or other defects in the completed structure, removal of the entire structure may be required as set out in Subsection 105.12.

907-804.03.6.2--Consolidation. Immediately after depositing the concrete mixture, the concrete mixture shall be thoroughly consolidated by the use of approved mechanical vibrators and suitable spading tools. Only concrete mixture which has not achieved initial set shall be consolidated. Hand spading alone will be permitted on small structural members such as railing, small culvert headwalls, and as necessary to ensure smooth surfaces and dense concrete along form surfaces, in corners, and in locations impossible to reach with vibrators. When hand spading is used for consolidation, a sufficient number of workmen with spading tools shall be provided. For hand spading, flush a thin layer of mortar to all the surfaces and thoroughly and satisfactorily consolidate the concrete.

The Contractor shall conduct operations of depositing and consolidating the concrete mixture such that the operation produces concrete which is uniformly smooth and dense, having no honeycombing or pockets of segregated aggregate.

Movement of personnel through the consolidated concrete shall not be permitted. If it is determined it is necessary to step into previously consolidated concrete, the concrete in the stepped into area shall be consolidated again.

907-804.03.6.2.1--Requirements for Vibrators. Mechanical vibrators shall be subject to the following:

1. To verify compliance with these requirements, the Contractor shall provide the Engineer with a copy of the manufacturer's specifications for each type and brand of vibrator used on the project.

2. The Contractor shall provide a sufficient number of personnel with vibrators to properly consolidate each batch immediately after the concrete is placed in the forms. The Contractor shall provide at least one stand-by vibrator and required power source.
3. Concrete having been consolidated shall not be walked in or through. If it is determined it is necessary to step into previously consolidated concrete, the concrete in the stepped into area shall be consolidated again.
4. Internal vibrators shall be of the spud or tube type, meeting the following characteristics and performance:
 - a. The diameter of the head of the vibrator shall be 1¼ to 2½ inches.
 - b. The frequency of vibration shall be 8000 to 12000 vibrations per minute (Hz) while operating in the concrete.
 - c. The average amplitude shall be 0.025 to 0.05 inch while operating in air.
 - d. The minimum radius of influence shall be seven (7) inches.
 - e. The length of the vibrator head shall be nearly equal to the depth of the layer of concrete placed.
5. When the reinforcing steel is coated with epoxy, internal vibrators with heads of rubber or other resilient material shall be used. Rubber covers securely fastened over steel heads shall be acceptable.
6. For consolidation of concrete used in concrete bridge decks, the following additional requirements shall apply:
 - a. Only internal vibration shall be used.
 - b. Internal vibrators shall all be of the same type and size.
 - c. The configuration of the internal vibrators shall meet the requirements of Subsection 907-804.03.6.2.3.

907-804.03.6.2.2--Operation of Internal Vibration. Mechanical vibrators used for internal vibration shall be operated as follows:

1. Vibrators shall not be dragged or moved laterally through the concrete to transport concrete. Vibrators shall not be used in such a manner that the concrete segregates or forms pockets of grout. Vibrators shall not be applied directly or through the reinforcement to sections or layers of concrete which have taken initial set.
2. Vibrators shall only be inserted into the concrete while operating and at the point of placement to consolidate the concrete for such a length of time that there is a general cessation in the escape of large entrapped air bubbles at the surface.
3. Vibrators shall be inserted slowly into the concrete and allowed to penetrate into the concrete under their own weight.
4. Vibrators shall be inserted into the concrete while they are in a vertical position with enough flexibility to work themselves around the reinforcing steel.
5. The head of the vibrator shall be completely submerged in the concrete for a time of consolidation between 3 and 15 seconds prior to removal, unless otherwise defined by the Engineer.
6. For consolidation of two or more layers of concrete, the vibrator shall be inserted into the bottom most layer at least six (6) inches. The vibrator shall be manipulated in a series of up-and-down motions to knit the layers together.

7. Vibrators shall be removed slowly from the concrete after the consolidation has been accomplished. However, once the head of the vibrator has become only partially immersed in the concrete, vibrators shall be removed rapidly.
8. The insertions of the vibrators shall be systematically spaced such that the entire surface of the concrete comes under the influence of the vibrator during consolidation. This includes areas around the reinforcing steel, imbedded fixtures, the corners and angles of forms, and any irregular areas. The distance between insertions shall not exceed 1.5 times the radius of influence such that the area visibly affected by the vibrator overlaps the adjacent, just-vibrated area.
9. For additional information, refer to ACI 309-07, Chapter 7, Sections 7.1 through 7.3

907-804.03.6.2.3--Method of Consolidation. It is anticipated the Contractor will accomplish consolidation by internal vibration using one of the following two methods: vibrators mounted on a mechanical device or an orchestrated effort utilizing personnel. Regardless of the chosen method, the method shall be included in the QCP in accordance with Subsection 907-804.02.12.1.1.5 and shall only receive tentative approval until the method is demonstrated as effectively meeting the requirements of Subsection 907-804.03.6.2.

907-804.03.6.3--Discontinuance of Placing. When placing is temporarily discontinued, the concrete, after becoming firm enough to retain its form, shall be cleaned of laitance and other objectionable material to a sufficient depth to expose sound concrete. To avoid visible joints insofar as possible upon exposed faces, the top surface of the concrete adjacent to the forms shall be smoothed with a trowel. Where a "feather edge" might be produced at a construction joint, such as in the sloped top surface of a wing wall, an inset form work shall be used in the preceding layer to produce a blocked out portion that will provide an edge thickness of at least six inches (6") in the succeeding layer. Work shall not be discontinued within 18 inches of the top of any face unless provision has been made for a coping less than 18 inches thick. In this case and if permitted by the Engineer, the construction joint may be made at the underside of the coping.

Immediately following the discontinuance of placing concrete, all accumulations of mortar splashed on the reinforcement and the surface of forms shall be removed. Dried mortar chips and dust shall not be puddled into the unset concrete. If the accumulations are not removed prior to the concrete becoming set, care shall be exercised not to break or injure the concrete-steel bond at and near the surface of the concrete while cleaning the reinforcement. After initial set the forms shall not be jarred, and no strain shall be placed on the ends of projecting reinforcement until the concrete has sufficiently set to ensure against any damage by such jarring or strain.

907-804.03.6.4--Placing Bridge Concrete. The method and sequence of placing concrete shall conform to the provisions and requirements set forth for the particular type of construction.

907-804.03.6.4.1--Foundations and Substructures. Concrete seals shall be placed in accordance with Subsection 907-804.03.9. All other concrete for foundations shall be poured in the dry unless otherwise stipulated or authorization is given in writing by the Engineer to do otherwise. Concrete shall not be placed in foundations until the foundation area has been inspected and approved.

Unless otherwise specified, the placement of concrete in the substructure shall be in accordance with the general requirements of Subsection 907-804.03.6.

Unless otherwise directed, concrete in columns shall be placed in one continuous operation, and shall be allowed to set at least 12 hours before the caps are placed.

907-804.03.6.4.2--Superstructure. For simple spans, concrete shall preferably be deposited by beginning at the center of the span and working toward the ends. For continuous spans, concrete shall be deposited as shown on the plans. Concrete in girders shall be uniformly deposited for the full length of the girder and brought up evenly in horizontal layers. Concrete in areas below the bridge deck but being deposited at the same time as concrete for the bridge deck, like a diaphragm, shall be placed and consolidated sufficiently ahead of placing the concrete for the bridge deck such that the placing, consolidating, finishing, and curing of concrete for the bridge deck shall not be impeded or slowed.

Unless otherwise permitted by the Engineer, concrete shall not be placed in the superstructure until the column forms have been stripped sufficiently to determine the character of the concrete in the columns. Unless otherwise permitted by the Engineer, the load of the superstructure shall not be placed on pile bents until the caps have been in place at least seven (7) days and shall not be placed on other types of bents until the bents have been in place at least 14 days.

In placing concrete around steel shapes, it shall be placed on one side of the shape until it flushes up over the bottom flange of the shape on the opposite side, after which it shall be placed on both sides to completion.

Concrete in girder haunches less than three feet (3') in height shall be placed at the same time as that in the girder stem. Whenever a haunch or fillet has a height of three feet (3') or more at the abutment or columns, the haunch and the girder shall be poured in three successive stages: first, up to the lower side of the haunch; second, to the lower side of the girder; and third, to completion.

Except when intermediate construction joints are specified, concrete in slab, T-beam, or deck-girder spans shall be placed in one continuous operation for each span.

The floors and girders of through-girder superstructures shall be placed in one continuous operation unless otherwise specified, in which case special shear anchorage shall be provided to ensure monolithic action between girder and floor.

Concrete in box girders shall be placed as shown on the plans.

Concrete shall not be chuted directly into the forms of the span and shall be placed continuously with sufficient speed to be monolithic and to allow for finishing before initial set.

907-804.03.6.4.3--Bridge Deck. When using the Transverse Method in accordance with Subsection 907-804.03.19.7.3, the period of time between concrete placement and completion of the final curing shall be kept to a minimum, as directed by the Engineer.

907-804.03.7--Pneumatic Placing. Pneumatic placing of concrete will be permitted only if specified in the contract or if authorized by the Engineer. The equipment shall be so arranged that no vibrations result which might damage freshly placed concrete.

Where concrete is conveyed and placed by pneumatic means the equipment shall be suitable in kind and adequate in capacity for the work. The machine shall be located as close as practicable to the place of deposit. The position of the discharge end of the line shall not be more than 10 feet from the point of deposit. The discharge lines shall be horizontal or inclined upwards from the machine. At the conclusion of placement the entire equipment shall be thoroughly cleaned.

907-804.03.8--Pumping Concrete. Placement of concrete by pumping will be permitted only if specified in the contract or if authorized in writing by the Engineer. If used, the equipment shall be arranged so that no vibrations result which might damage freshly placed concrete.

Where concrete mixture is conveyed and placed by mechanically applied pressure (pumping), the equipment shall be suitable in kind and adequate in capacity for the work. The Contractor shall select concrete mixture proportions such that the concrete mixture is pumpable and placeable with the selected equipment.

The pumping equipment shall be thoroughly cleaned prior to concrete placement. Excess form release agent shall be removed from the concrete pump hopper. The Contractor shall prime the pump at no additional cost to the Department by pumping and discarding enough concrete mixture to produce a uniform mixture exiting the pump. At least 0.25 cubic yard of concrete mixture shall be pumped and discarded to prime the pump. Only concrete mixture shall be added directly into the concrete pump hopper after placement has commenced. If anything other than concrete mixture is added to the concrete pump hopper, all concrete mixture in the concrete pump hopper and pump line shall be discarded and the pump re-primed at no additional cost to the Department.

The discharge end of the pump shall be of such a configuration that the concrete does not move in the pump line under its own weight. The intent of this requirement is to ensure that entrained air in the concrete mixture remains entrained during pumping and depositing the concrete mixture. This shall be accomplished with one or both of the following:

- a minimum 10-foot flexible hose attached to the discharge end of a steel reducer having a minimum length of three (3) feet and a minimum reduction in area of 20% which is attached to the discharge end of the pump line, or
- a flexible reducing hose to the discharge end of the pumpline with a minimum reduction in area of 20% over a minimum 10-foot hose length.

Regardless of the configuration chosen, the Contractor shall ensure that the concrete is pumped and does not free-fall more than five (5) feet within the entire length of pump line and after discharge from the end of pump line.

The Contractor shall not have any type of metal elbow, metal pipe, or other metal fitting within five (5) feet of any person during discharge of concrete mixture.

Boom pumps shall have a current Concrete Pump Manufacturers Association's ASME/ANSI B30.27 certification. Equipment added to the boom and pump line shall meet the pump manufacturer's specifications and shall not exceed the manufacturer's maximum recommended weight limit for equipment added to the boom and pump line.

The operation of the pump shall be such that a continuous stream of concrete without air pockets is produced. When pumping is completed, the concrete remaining in the pipe line, if it is to be used, shall be ejected in such a manner that there will be no contamination of the concrete or separation of the ingredients. After this operation, the entire equipment shall be thoroughly cleaned.

The use of aluminum pipe as a conveyance for the concrete will not be permitted.

907-804.03.9--Depositing Concrete Under Water. Concrete shall not be deposited in water except with the approval of the Engineer.

Concrete deposited under water shall be Class S.

Concrete deposited under water shall be carefully placed in a compact mass in its final position by means of a tremie, a bottom dump bucket, or other approved method and shall not be disturbed after being deposited. Special care shall be exercised to maintain still water at the point of deposit. No concrete shall be placed in running water and all form work designed to retain concrete under water shall be water-tight. The consistency of the concrete shall be carefully regulated, and special care shall be exercised to prevent segregation of materials.

Concrete seals shall be placed continuously from start to finish, and the surface of the concrete shall be kept as nearly horizontal as practicable at all times. To ensure thorough bonding, each succeeding layer of a seal shall be placed before the preceding layer has taken initial set.

When a tremie is used, it shall consist of a tube having a diameter of at least 10 inches and constructed in sections having flanged couplings fitted with gaskets. The means of supporting the tremie shall be such as to permit the free movement of the discharge over the entire top surface of the work and to permit it to be lowered rapidly when necessary to choke off or retard the flow of concrete. The discharge end shall be closed at the start of the work so as to prevent water entering the tube and shall be entirely sealed. The tremie tube shall be kept full to the bottom of the hopper. When a batch is dumped into the hopper, the flow of concrete shall be induced by slightly raising the discharge end, always keeping it in the deposited concrete. The flow is then stopped by lowering the tremie. The flow shall be continuous until the work is completed.

Depositing of concrete by the drop bottom bucket method shall conform to the following: The top of the bucket shall be open. The bottom doors shall open freely downward and outward when tripped. The bucket shall be completely filled and slowly lowered to avoid backwash. It shall not be dumped until it rests on the surface upon which the concrete is to be deposited and when discharged shall be withdrawn slowly until well above the concrete.

Dewatering may proceed when the concrete seal is sufficiently hard and strong. As a general rule, this time will be 48 hours for concrete made with high-early-strength cement and three days for concrete made with other types of cement. All laitance and other unsatisfactory material shall be removed from the exposed surface by scraping, chipping, or other means which will not injure the surface of the concrete.

907-804.03.10--Construction Joints.

907-804.03.10.1--General. Unless otherwise approved by the Engineer, construction joints shall be made only where located on the plans or shown in the pouring schedule. If not detailed on the plans, or in the case of emergency, construction joints shall be placed as directed by the Engineer. Shear keys or inclined reinforcement shall be used where necessary to transmit shear or to bond the two sections together.

For continuous spans, bridge deck concrete shall be deposited as shown on the plans. Deviation from the pouring schedule shown in the plans is not permitted.

907-804.03.10.2--Bonding. Before depositing new concrete on or against concrete which has hardened, the forms shall be retightened. The surface of the hardened concrete shall be roughened as required by the Engineer and in a manner that will not leave loosened particles of aggregate or damaged concrete at the surface. It shall be thoroughly cleaned of foreign matter and laitance and saturated with water. When directed by the Engineer, the cleaned and saturated surfaces, including vertical and inclined surfaces, shall first be thoroughly covered with a coating of mortar or neat cement grout against which the new concrete shall be placed before the grout has attained its initial set.

The placing of concrete shall be carried continuously from joint to joint. The face edges of all joints which are exposed to view shall be carefully finished, true to line and elevation.

In order to bond successive courses suitable depressed or raised keys of the designated size shall be constructed. Raised keys shall be monolithic with the concrete of the lower course.

907-804.03.11--Concrete Exposed to Seawater. Unless otherwise specifically provided, concrete for structures exposed to seawater shall be Class AA concrete as referenced in Subsection 907-804.02.10. The clear distance from the face of the concrete to the nearest face of reinforcing steel shall be at least four inches. The mixing time and the water content shall be carefully controlled and regulated so as to produce concrete of maximum impermeability. The concrete shall be thoroughly compacted, and stone pockets shall be avoided. No construction joints shall be formed between the levels of extreme low water and extreme high water as determined by the Engineer. Between these levels, seawater shall not come in direct contact with the new concrete until at least 30 days have elapsed. The surface concrete as left by the forms shall be left undisturbed.

907-804.03.12--Blank.

907-804.03.13--Falsework. The Contractor shall submit to the Engineer four copies of structural design analysis and detail drawings, which show the method of falsework or centering. These designs and detail plans shall be prepared and bear the seal of a Registered Professional Engineer with experience in falsework design.

Falsework plans shall include falsework elevations together with all other dimensions and details which is considered necessary for the construction. Other pertinent data needed is size and spacing of all falsework members and minimum bearing requirements for false piles.

Upon completion of falsework erection, the Registered Professional Engineer shall certify that the erected falsework is capable of supporting the load for construction.

Falsework piling shall be spaced and driven so that the bearing value of each pile is sufficient to support the load that will be imposed upon it. The bearing value of the piles should be calculated according to the appropriate formula given in Section 803.

For designing falsework and centering, a weight of 150 pounds per cubic foot shall be assumed for green concrete. All falsework shall be designed and constructed to provide the necessary rigidity and to support the loads without appreciable settlement or deformation. The Contractor may be required to employ screw jacks or hardwood wedges to take up slight settlement in the falsework either before or during the placing of concrete. An allowance shall be made for anticipated compressibility of falsework and for the placement of shims, wedges, or jacks to produce the permanent structural camber shown on the plans. If during construction, any weakness develops and the falsework shows any undue settlement or distortion, the work shall be stopped, the part of the structure affected removed, and the falsework strengthened before work is resumed. Falsework which cannot be founded on a satisfactory footing shall be supported on piling, which shall be spaced, driven, and removed, as referenced in Subsection 907-804.03.15, in a manner approved by the Engineer.

All structures built across a public street or highway on which maintenance of traffic is required, shall have falsework so arranged that a vertical clearance of at least 12' 6" is provided. Unless otherwise specified, a horizontal clearance of at least the width of the traveled way shall be provided at all times. If the vertical clearance is less than 13' 6" or the horizontal clearance is less than the full crown width of the roadway, the Contractor shall install and maintain appropriate safety devices, clearance signs and warning lights, and shall notify the Engineer sufficiently in advance of restricting the clearance for the Engineer to advise both the Traffic Engineering and the Maintenance Divisions. All traffic control and safety devices shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).

907-804.03.14--Forms.

907-804.03.14.1--General. Forms shall be wood, metal, or other material approved by the Engineer. All forms shall be built mortar-tight and sufficiently rigid to prevent distortion due to pressure of the concrete and other loads incident to the construction operations. Forms shall be constructed and maintained so as to prevent warping and the opening of joints due to shrinkage. The forms shall be substantial and unyielding and shall be so designed that the finished concrete

will conform to the proper dimensions and contours. The design of the forms shall take into account the effect of vibration of concrete as it is placed.

Minimum requirements for slab overhang forms shall be 3/4-inch plywood supported on 2-inch x 6-inch S4S wood timbers placed flatwise on 16-inch centers.

Adjustable brackets for support of slab overhang forms shall be spaced at a maximum distance of 3' 0" center to center unless specifically approved otherwise. Grade points for forms shall coincide with the location of the adjustable form brackets.

Forms for surfaces exposed to view shall be of uniform thickness with a smooth inside surface of an approved type. Joints in forms for exposed surfaces shall be closely fitted to eliminate fins, stone pockets, or other variations in the surface of the concrete which would mar a smooth and uniform texture.

Forms shall be filleted at all sharp corners and shall be given a bevel or draft in the case of all projections, such as girders and copings, to ensure easy removal.

Metal ties or anchorages within the forms shall be so constructed as to permit their removal, without injury to the concrete, to a depth of at least the reinforcing steel clearance shown on the plans. In case ordinary wire ties are permitted, all wires, upon removal of the forms, shall be cut back at least 1/4 inch from the face of the concrete with chisels or nippers. Nippers shall be used for green concrete. All fittings for metal ties shall be designed so that upon their removal the cavities which are left will be the smallest practicable size. The cavities shall be filled with cement mortar and the surface left sound, smooth, even, and uniform in color.

Forms shall be set and maintained to the lines designated until the concrete is sufficiently cured for form removal. Forms shall remain in place for periods which shall be determined as hereinafter specified. If forms are deemed to be unsatisfactory in any way, either before or during the placing of concrete, the Engineer will order the work stopped until the defects have been corrected.

The shape, strength, rigidity, water-tightness, and surface smoothness of reused forms shall be maintained at all times. Warped or bulged lumber shall be resized before being reused. Forms which are unsatisfactory in any respect shall not be reused.

Access to the lower portions of forms for narrow walls and columns shall be provided for cleaning out extraneous material immediately before placing the concrete.

All forms shall be treated with an approved oil or saturated with water immediately before placing the concrete. For rail members or other members with exposed faces, the forms shall be treated only with an approved oil to prevent the adherence of concrete. Any material which will adhere to or discolor the concrete shall not be used.

When metal forms are used they shall be kept free from rust, grease, or other foreign matter which will discolor the concrete. They shall be of sufficient thickness and so connected that they will remain true to shape and line, and shall conform in all respects as herein prescribed for mortar

tightness, filleted corners, beveled projections, etc. They shall be constructed so as to ensure easy removal without injury to concrete. All inside bolt and rivet heads shall be countersunk.

All chamfer strips shall be dressed, straight, and of uniform width and shall be maintained as such at all times.

907-804.03.14.2--Stay-In-Place Metal Forms. Stay-in-place (SIP) metal forms are corrugated metal sheets permanently installed between the supporting superstructure members. After the concrete has cured, these forms shall remain in place as permanent, non-structural members of the bridge.

Pay quantities for deck concrete will be computed from the dimensions shown in the Contract Plans with no allowance for changes in deflection and /or changes in dimensions necessary to accommodate the SIP metal forms.

There will be no direct payment for the cost of the forms and form supports, or any material, tools, equipment, or labor incidental thereto, but the cost shall be considered absorbed in the contract unit price for concrete.

Before fabricating any material, three (3) complete sets of SIP metal form shop drawings and design calculations, bearing the Design Engineer's Seal, shall be submitted to the Director of Structures, State Bridge Engineer, through the Engineer, for review. The Contractor's SIP metal form Design Engineer shall be a MS Registered Professional Engineer who is knowledgeable in the field of structural design.

In no case shall additional dead load produced by the use of SIP metal forms overstress any bridge component. Design calculations shall indicate any additional dead load from SIP metal form self-weight, form support hangers, concrete in flutes, concrete due to form deflection, etc. not included in the Contract Plans. The additional dead loads shall be clearly labeled and tabulated on the shop drawings. Bridge Division will evaluate the additional load for overstress of the bridge components. In the event that the additional dead load produces an overstress in any bridge component, Bridge Division will reject the Contractor's design. Deflection and loads produced by deflection of the SIP metal forms shall be considered and indicated in the design calculations.

The cambers and deflections provided in the Contract Plans do not consider the effects of SIP metal forms. The Contractor's Engineer shall take into account the weight of the forms and any additional dead load when developing the "Bridge Superstructure Construction Plan".

For the purpose of reducing any additional dead load produced by the SIP metal forms, the flutes of SIP metal forms may be filled with polystyrene foam. When polystyrene foam is used to fill the forms, the form flutes shall be filled completely; no portion of the polystyrene foam shall extend beyond the limits of the flutes. The Contractor shall ensure that the polystyrene foam remains in its required position within flutes during the entire concrete placement process. The Contractor shall not use reinforcing steel supports or other accessories in such a manner as to cause damage to the polystyrene foam. All damaged polystyrene foam shall be replaced to the

satisfaction of the Engineer. All welding of formwork shall be completed prior to placement of polystyrene foam.

For bridges not located in horizontal curves, the Contractor may reduce the additional dead load by matching the flute spacing with the transverse steel spacing of the bottom layer. The bottom longitudinal layer of steel shall have one (1) inch of minimum concrete cover measured from the bottom of the reinforcing to the top of the flute. The Contractor will not be allowed to vary the reinforcing steel spacing or size from the Contract Plans for the purpose of matching flute spacing.

907-804.03.14.2.1--Materials. SIP metal forms and supports shall meet the requirements of ASTM Designation: A653 having a coating designation G165. Form materials that are less than 0.03-inch uncoated thickness shall not be allowed.

907-804.03.14.2.2--Certification. The Contractor shall provide written certification from the manufacturer stating the product meets the requirements of this specification to the Engineer along with the delivery of the coated forms to the job site.

907-804.03.14.2.3--Polystyrene Foam. The polystyrene foam shall be comprised of expanded polystyrene manufactured from virgin resin of sufficient density to support the weight of concrete without deformation. The polystyrene foam shall be extruded to match the geometry of the flutes and provide a snug fit. The polystyrene foam shall have a density of not less than 0.8 pounds per cubic foot. The polystyrene foam shall have water absorption of less than 2.6% when tested according to ASTM Designation: C272. The Contractor shall provide written certification from the manufacturer stating the polystyrene foam product meets the requirements of this specification to the Engineer along with the delivery of the coated forms to the job site.

907-804.03.14.2.4--Design. The design of the SIP metal forms shall meet the following criteria.

1. The maximum self-weight of the stay in place metal forms, plus the weight of the concrete or expanded polystyrene required to fill the form flutes (where used), shall not exceed 20 psf.
2. The forms shall be designed on the basis of dead load of form, reinforcement, and plastic concrete plus 50 pounds per square foot for construction loads. The design shall use a unit working stress in the steel sheet of not more than 0.725 of the specified minimum yield strength of the material furnished, but not to exceed 36,000 psi.
3. Deflection under the weight of the forms, reinforcement, and plastic concrete shall not exceed 1/180 of the form span or 1/2 inch, whichever is less, for form spans of 10 feet or less, or 1/240 of the form span or 3/4 inch, whichever is less, for form spans greater than 10 feet.
4. The design span of the form shall equal the clear span of the form plus two (2) inches. The span shall be measure parallel to the form flutes.

5. Physical design properties shall be computed in accordance with requirements of the AISI Specifications for the Design of Cold Formed Steel Structural Members, latest published edition.
6. The design concrete cover required by the plans shall be maintained for all reinforcement.
7. The plan dimensions of both layers of primary deck reinforcement from the top surface of the concrete deck shall be maintained.
8. The SIP metal form shall not be considered as lateral bracing for compression flanges of supporting structural members.
9. SIP metal forms shall not be used under closure pours or in bays where longitudinal slab construction joints are located. SIP metal forms shall not be used under cantilevered slabs such as the overhang outside of fascia members.
10. Forms shall be secured to the supporting members by means other than welding directly to the member. Welding to the top flanges of steel stringers and/or girders shall not be allowed. Alternate installation procedures shall be submitted addressing this condition.

907-804.03.14.2.5--Construction. SIP metal form sheets shall not rest directly on the top of the stringer or floor beam flanges. Sheets shall be fastened securely to form supports, and maintain a minimum bearing length of one (1) inch at each end for metal forms. Form supports shall be placed in direct contact with the flange of the stringer or floor beam. All attachments for coated metal forms shall be made by bolts, clips, screws, or other approved means.

907-804.03.14.2.6--Form Galvanizing Repairs. Where forms or their installation are unsatisfactory in the opinion of the Engineer, either before or during placement of the concrete, the Contractor shall correct the defects before proceeding with the construction work. The cost of such corrective work shall be at the sole expense of the Contractor. Minor heat discoloration in areas of welds shall not be touched up.

907-804.03.14.2.7--Concrete. The Contractor shall ensure concrete placement does not damage the SIP metal forms. Approved pouring sequences shall be used. The completed SIP metal form system shall be sufficiently tight to prevent leakage of mortar or concrete. The concrete shall be consolidated to avoid honeycomb and voids, especially at construction joints, expansion joints, valleys, and ends of form sheets. Calcium chloride or any other admixture containing chloride salts shall not be used in the concrete.

907-804.03.14.2.8--Inspection. The Engineer will observe the Contractor's method of construction during all phases of the construction of the bridge deck slab, including the installation of the SIP metal form system; location and fastening of the reinforcement; composition of concrete items; mixing procedures, concrete placement, and vibration; and finishing of the bridge deck. Should the Engineer determine that the procedures used during the placement of the concrete warrant inspection of the underside of the deck, at least one section of the metal forms shall be removed in each span for this purpose. This shall be done as soon after placing the concrete as

practical in order to provide visual evidence that the concrete mix and the procedures are obtaining the desired results. An additional section shall be removed in any span if the Engineer determines that there has been any change in the concrete mix or in the procedures warranting additional inspection.

If, in the Engineer's judgment, inspection is needed to check for defects in the bottom of the deck or to verify soundness, the SIP metal forms shall be sounded with a hammer after the deck concrete has been in place a minimum of two days. If sounding discloses areas of doubtful soundness to the Engineer, the SIP metal forms shall be removed from such areas for visual inspection after the concrete has attained adequate strength. The SIP metal bridge deck forms shall be removed at no expense to the State.

At locations where sections of the metal forms have been removed, the Engineer will not require the Contractor to replace the metal forms. The adjacent metal forms and supports shall be repaired to present a neat appearance and to ensure their satisfactory retention. As soon as the form is removed, the Engineer will examine the concrete surfaces for cavities, honeycombing, and other defects. If irregularities are found and the Engineer determines that these irregularities do not justify rejection of the work, the concrete shall be repaired as directed by the Engineer. If the Engineer determines that the concrete where the form is removed is unsatisfactory, additional metal forms as necessary shall be removed to inspect and repair the slab, and the Contractor's method of construction shall be modified as required to obtain satisfactory concrete in the slab. All unsatisfactory concrete shall be removed and replaced as directed at no expense to the State.

If the method of construction and the results of the inspections as outlined above indicate that sound concrete has been obtained throughout the slabs, the amount of sounding and form removal may be reduced when approved by the Engineer.

The Contractor shall provide a safe and convenient means of conducting of the inspection.

907-804.03.15--Removal of Falsework, Forms, and Housing. In the determination of the time for the removal of falsework, forms, and housing and the discontinuance of heating, consideration shall be given to the location and character of the structure, the weather and other conditions influencing the setting of the concrete, and the materials used in the mix. No forms or supports shall be removed prior to approval by the Engineer. During cold weather, removal of housing and the discontinuance of heating shall be in accordance with Subsection 907-804.03.16.1.

Concrete in the last pour of a continuous superstructure shall have attained a compressive strength of 2,400 psi, as determined by cylinder tests or maturity meter probe, prior to striking any falsework. It is important that falsework be removed as evenly as possible to prevent excessive deflection stresses in the spans.

At the Contractor's option and with the approval of the Engineer, the time for removal of forms may be determined by cylinder tests, in accordance with the requirements listed in Table 6, in which case the Contractor shall furnish facilities for testing the cylinders. The facilities shall include an approved concrete testing machine of sufficient capacity and calibrated by an acceptable commercial laboratory. Tests shall be conducted in the presence of a Department representative

to witness and record strengths obtained on each break or performed by a Department certified technician in an approved testing laboratory.

[a1]The cylinders shall be cured under conditions which are not more favorable than those existing for the portions of the structure which they represent.

Table 6
Minimum Compressive Strength Requirements for Form Removal

Forms:

Columns	1000 psi
Side of Beams	1000 psi
Walls not under pressure	1000 psi
Floor Slabs, overhead	2000 psi
Floor Slabs, between beams	2000 psi
Slab Spans	2400 psi
Other Parts	1000 psi

Centering:

Under Beams	2400 psi
Under Bent Caps	2000 psi

Limitation for Placing Beams on:

Pile Bents, pile under beam	2000 psi
Frame Bents, two or more columns	2200 psi
Frame Bents, single column	2400 psi

For bridges, non-SIP metal forms for bridge deck slabs overhead and bridge deck slabs between beams shall be removed with the approval of the Engineer, between two weeks and four weeks after the removal of the wet burlap applied in accordance with Subsection 907-804.03.17.1, or application of liquid membrane applied in accordance with Subsection 907-804.03.17.2.

In lieu of using concrete strength cylinders to determine when falsework, forms, and housings can be removed, an approved maturity meter may be used to determine concrete strengths by inserting probes into concrete placed in a structure. The minimum number of maturity meter probes required for each structural component shall be in accordance with Table 7. Falsework, forms, and housings may be removed when maturity meter readings indicate that the required concrete strength is achieved. Procedures for using the maturity meter and developing the strength/maturity relationship shall follow the requirements of AASHTO Designation: T 325 and ASTM Designation: C 1074 specifications. Technicians using the maturity meter or calculating strength/maturity graphs shall be required to have at least two hours of training prior to using the maturity equipment.

Table 7
Requirements for use of Maturity Meter Probes

Structure Component	Quantity of Concrete	No. of Probes
Slabs, beams, walls, & miscellaneous items	0 - 30 yd ³	2
	> 30 to 60 yd ³	3
	> 60 to 90 yd ³	4
	> 90 yd ³	5
Footings, Columns & Caps	0 - 13 yd ³	2
	> 13 yd ³	3
Pavement, Pavement Overlays	1200 yd ²	2
Pavement Repairs	Per repair or 900 yd ² Whichever is smaller	2

Methods of form removal likely to cause overstressing of the concrete shall not be used. Forms and supports shall be removed in a manner that will permit the concrete to uniformly and gradually take the stresses due to its own weight. Centers shall be gradually and uniformly lowered in a manner that will avoid injurious stresses in any part of the structure.

As soon as concrete for railings, ornamental work, parapets and vertical faces which require a rubbed finish has attained a safe strength, the forms shall be carefully removed without marring the surfaces and corners, the required finishing performed, and the required curing continued.

Prior to final inspection of the work, the Contractor shall remove all falsework, forms, excavated material or other material placed in the stream channel during construction. Falsework piles may be cut or broken off at least one foot below the mudline or ground line unless the plans specifically indicate that they are to be pulled and completely removed from the channel.

907-804.03.16--Cold or Hot Weather Concreting.

907-804.03.16.1--Cold Weather Concreting. In cold weather, the temperature of the concrete when delivered to the job site shall conform to the temperature limitations of "Temperature Limitations on Concrete when Delivered to Job Site" listed in Table 8 below. Cold weather is defined as three consecutive days when there is a probability that the daily average of the highest and lowest ambient temperatures is expected to be less than 40°F. This three-day forecast shall be based on the latest information available from the National Weather Service.

When the Contractor proposes to place concrete during seasons when there is a probability of ambient temperatures lower than 40°F, the Contractor shall have available on the project the approved facilities necessary to enclose uncured concrete and to keep the temperature of the air inside the enclosure within the ranges and for the minimum periods specified herein.

When there are indications of temperatures of less than 40°F during the first four days after placement of the concrete, the concrete shall be protected from cold temperatures by maintaining a temperature between 50°F and 100°F for at least four days after placement and between 40°F and 100°F for at least three additional days. The Contractor shall use such heating equipment such as stoves, salamanders, or steam equipment as deemed necessary to protect the concrete. When dry heat is used, means of maintaining atmospheric moisture shall be provided.

At the option of the Contractor with the approval of the Engineer, when concrete is placed during cold weather and there is a probability of ambient temperatures lower than 40°F, an approved maturity meter may be used to determine concrete strengths by inserting probes into concrete placed in a structure. The minimum number of maturity meter probes required for each structural component shall be in accordance with Table 7. An approved insulating blanketing material shall be used to protect the work when ambient temperatures are less than 40°F and shall remain in place until the required concrete strength in Table 6 is achieved. Procedures for using the maturity meter and developing the strength/maturity relationship shall follow the requirements of AASHTO Designation: T 325 and ASTM Designation: C 1074 specifications. Technicians using the maturity meter or calculating strength/maturity graphs shall be required to have at least two hours of training prior to using the maturity equipment.

One or more of the aggregates and/or mixing water may be heated. The aggregates may be heated by steam, dry heat, or by placing in the mixing water which has been heated. Frozen aggregates shall not be used. When either aggregates or water are heated above 100°F, the aggregates and water shall be combined first in the mixer before the cement is added to avoid flash set. Cement shall not be mixed with water or with a mixture of water and aggregate having a temperature greater than 100°F.

The use of salt or other chemical admixtures in lieu of heating will not be permitted.

Before placing concrete, all ice or frost shall be removed from the forms and reinforcement.

In the case of concrete placed directly on or in the ground, such as for footings or bottom slabs, protection and curing during cold weather may be provided as set for concrete pavement under Subsection 501.03.20.3.

The Contractor shall assume all risk and added cost connected with the placing and protecting of concrete during cold weather. Permission given by the Engineer to place concrete during such time will in no way relieve the Contractor of responsibility for satisfactory results. Should it be determined at any time that the concrete placed under such conditions is unsatisfactory, it shall be removed and replaced with satisfactory concrete by the Contractor without extra compensation.

TABLE 8
COLD WEATHER TEMPERATURE LIMITATIONS ON CONCRETE WHEN
DELIVERED TO JOB SITE

Section thickness in the least dimension inches	Jobsite Acceptance Temperature Range °F
Less than 12	55 to 75
12 to 36	50 to 70
36 to 72	45 to 65
Greater than 72	40 to 60

907-804.03.16.2--Hot Weather Concreting. The manufacture, placement, and protection of concrete during hot weather requires special attention to ensure that uniform slump ranges and satisfactory placement qualities are maintained, that surface cracking is held to a minimum, and that design strengths are produced.

When the ambient temperature is above 90°F, the forms, reinforcing steel, steel beam flanges, and other surfaces which will come in contact with the concrete shall be cooled to below 90°F by means of a water spray or other approved methods.

When the atmospheric temperature is predicted to be 90°F or above based on the latest information available from the National Weather Service any time during the day of placement or day after placement, the time of placement shall not begin until 5:00 p.m. on the day of placement and shall be completed by 6:00 a.m. the following day.

907-804.03.17--Curing Concrete. Curing is defined as all actions taken to ensure the moisture and temperature conditions of freshly placed concrete exist so the concrete may develop its potential properties. Curing shall take place from the time of placement until its potential properties have developed. The Contractor shall use the guidance in ACI 308R-01 to:

- a) cure the concrete in such a manner as to prevent premature moisture loss from the concrete,
- b) supply additional moisture to the concrete as required in order to ensure sufficient moisture within the concrete, and
- c) maintain a concrete temperature beneficial to the concrete.

Curing in accordance with the requirements in either Subsection 907-804.03.17.1 or Subsection 907-804.03.17.2 shall be completely established within 20 minutes after finishing, except as noted for bridge decks. Finishing is complete when the pan drag, burlap drag, or other finishing method is complete.

When stay-in-place (SIP) metal forms are used in accordance with Subsection 907-804.03.14.2 in conjunction with the Transverse Method in accordance with Subsection 804.03.19.7.3, if the concrete mixture contains lightweight aggregate (LWA) meeting the requirements of Subsection 907-703.19.2 and an internal curing water content of 8.0 pounds or greater per 100 pounds of total cementitious materials, curing shall be accomplished in accordance with either Subsection 907-804.03.17.1 or Subsection 907-804.03.17.2. The minimum amount of LWA shall be established following the information in the Department's *Concrete Field Manual*, Paragraph 5.5.5. If the concrete mixture does not meet or exceed this internal curing water content, curing shall be accomplished in accordance with Subsection 907-804.03.17.1.

When SIP metal forms are not used or used in conjunction with the Longitudinal Method in accordance with Subsection 804.03.19.7.2, curing shall be accomplished in accordance with either Subsection 907-804.03.17.1 or Subsection 907-804.03.17.2.

The length of time for curing shall be maintained in accordance with either of the following:

1. Prescribed Length of Time:

- a) Curing following the requirements of Subsection 907-804.03.17.1 shall continue uninterrupted for at least 14 days.
- b) Curing following the requirements of Subsection 907-804.03.17.2 shall continue uninterrupted for at least 10 days.

OR

2. Length of Time Defined by Development of Compressive Strength:

Curing following the application requirements of Subsection 907-804.03.17.1 or Subsection 907-804.03.17.2 shall continue uninterrupted for each day's production until the compressive strength of the concrete exceeds 75% of the 28-day compressive strength submitted as the Basis of Proportioning per Subsection 907-804.02.10.1. Therefore, if an area is being cured in accordance with Subsection 907-804.03.17.1, the curing by wet burlap shall continue until the concrete in that area has attained a minimum of 75% of the 28-day compressive strength submitted as the Basis of Proportioning per Subsection 907-804.02.10.1. Likewise, if an area is being cured in accordance with Subsection 907-804.03.17.2, the curing by liquid membrane shall continue until the concrete in that area has attained a minimum of 75% of the 28-day compressive strength submitted as the Basis of Proportioning per Subsection 907-804.02.10.1.

The compressive strength of the concrete may be determined by the use of maturity meter in accordance with Subsection 907-804.03.15.

907-804.03.17.1--Water With Waterproof Cover. All burlap shall be completely saturated and wet prior to placing it on the concrete. The burlap shall have been fully soaked in water for a minimum of 12 hours prior to placement on the concrete.

For bridge decks, the Contractor shall apply one (1) layer of saturated burlap within 20 minutes of the initial strike-off for bridges without a skew and 25 minutes of the initial strike-off for bridges with a skew. For all other concrete, the Contractor shall apply one (1) layer of saturated burlap within 20 minutes of completing finishing.

For bridge decks, following the first layer of burlap, the Contractor shall apply a second layer of saturated burlap within five (5) minutes of applying the first layer.

The applied burlap shall completely cover all exposed concrete surfaces. In areas where the burlap may not be directly applied due to the concrete surface, for example, in areas where reinforcing steel protrudes thru the concrete surface, like in the areas of a bridge deck where the bridge railing will be constructed at a later time, the saturated burlap shall be draped over the steel. The concrete surface shall not be allowed to dry after strike-off or at any time during the curing period.

The Contractor shall maintain the burlap in a fully wet condition using powered fogging equipment capable of producing a fog spray of atomized droplets of water until the concrete has gained sufficient strength to allow foot traffic without the foot traffic marring the surface of the concrete. Burlap shall not be maintained in the fully wet condition using equipment which does not produce a fog spray of atomized droplets of water or by use of manually pressurized sprayers.

For bridge decks, once the concrete has gained sufficient strength to allow foot traffic which does not mar the surface of the concrete, soaker hoses shall be placed on the burlap. The soaker hoses shall then be supplied with running water continuously to maintain continuous saturation of all burlap and the entire concrete surface.

If there is a delay in the placement of the first layer of saturated burlap outside the time limit, the struck-off and finished concrete shall be kept wet by use of the powered fogging equipment used to keep the burlap wet.

White polyethylene sheets shall be placed on top of the wet burlap and, as applicable, soaker hoses, covering the entire concrete surface as soon as practical and not more than 12 hours after the placement of the concrete. White polyethylene sheets of the widest practical width shall be used, overlapping adjacent sheets a minimum of six inches (6") and tightly sealed with an adhesive like pressure sensitive tape, mastic, glue, or other approved methods to form a complete waterproof cover of the entire concrete surface. White polyethylene sheets which overlap a minimum of two feet (2') may be held in place using means other than an adhesive. The white polyethylene sheets shall be secured so that wind will not displace them. The Contractor shall immediately repair the broken or damaged portions or replace sections that have lost their waterproof qualities.

If burlap and/or white polyethylene sheets are temporarily removed for any reason during the curing period, the Contractor shall keep the entire exposed area continuously wet. The saturated burlap and white polyethylene sheets shall be replaced, resuming the specified curing conditions, as soon as possible.

The Contractor shall inspect the bridge deck surface once every eight (8) hours for the entirety of the curing period, so that all areas remain wet for the entire curing period and all curing requirements are satisfied and document the inspection in accordance with Subsection 907-804.03.17.1.1.

At the end of the curing period, one coating of liquid membrane shall be applied following the requirements of Subsection 907-804.03.17.1.2. The purpose of the coating of liquid membrane is to allow for slow drying of the concrete. The application of liquid membrane to any area shall be complete within 30 minutes of the beginning of removal of the white polyethylene sheets, soaker hoses, and burlap from this area.

907-804.03.17.1.1--Documentation for Bridge Decks. The Contractor shall provide the Engineer with a daily inspection report that includes:

- documentation that identifies any deficiencies found (including location of deficiency);
- documentation of corrective measures taken;
- a statement of certification that all areas are wet and all curing material is in place on the entire bridge deck;
- documentation showing the time and date of all inspections and the inspector's signature;
- documentation of any temporary removal of curing materials including location, date and time, length of time curing was removed, and means taken to ensure exposed area was kept continuously wet.

907-804.03.17.1.2--Liquid Membrane. At the end of the 14-day wet curing period the wet burlap and polyethylene sheets shall be removed and within 30 minutes, the Contractor shall apply white liquid membrane to the deck. The liquid membrane shall be thoroughly mixed within the time recommended by the liquid membrane producer but no more than an hour before use. If the use of liquid membrane results in a streaked or blotched appearance, the method shall be stopped and water curing applied until the cause of defective appearance is corrected.

The liquid membrane shall be applied when no free water remains on the surface but while the surface is still wet. The liquid membrane shall be applied according to the manufacturer's instructions with a minimum spreading rate per coat of one (1) gallon per 200 square feet of concrete surface. If the concrete is dry or becomes dry, the Contractor shall thoroughly wet it with water applied as a fog spray by means of approved equipment.

The application of liquid membrane shall be accomplished by the use of power applied spray equipment using nozzles and other equipment recommended by the liquid membrane producer. Manually pressurized or manual pump-up type sprayers shall not be used to apply the first application of liquid membrane.

As a visual guide, the color of concrete covered with the required amount of liquid membrane should be indistinguishable from a sheet of commercially available standard "letter" size white copier paper placed on top of it when viewed from a distance of about five feet (5') away horizontally if standing on the same grade as the concrete. The appearance of the concrete does not supersede applying the minimum spreading rate.

The coating shall be protected against marring for at least seven (7) days after the application of the curing compound. The coating on bridge decks shall receive extra attention and may require additional protection as required by the Engineer. All membrane marred or otherwise disturbed shall be given an additional coating. Manually pressurized or manual pump-up type sprayers may be used for giving marred areas the required additional application of liquid membrane. Should the surface coating be subjected repeatedly to injury, the Engineer may require that the water curing method be applied at once.

The 7-day period during which the liquid membrane is applied and protected shall not be reduced even if the period of wet curing is extended past the required 14 days.

907-804.03.17.1.2.1--Liquid Membrane Documentation. The Contractor shall make available to the Engineer an application rate verification method and any information necessary during application of the liquid membrane to verify that the rate of application meets the prescribed rate for the various surfaces of the concrete, including, but not limited to, the top surface of the bridge deck and exposed sides of the bridge deck after any forms are removed. The Contractor shall submit this application verification method to the Engineer in accordance with Subsection 907-804.02.12.1.1.

One method of verifying the rate of application is as follows:

1. Determine the volume of liquid membrane in the container. For a container with a uniform cross-sectional area, for example a 55-gallon drum, determine the area of the cross-section. Determine the height of the surface of the liquid membrane from the bottom of the container. This may be accomplished by inserting a sufficiently long, clean dip-stick parallel with the axis of the container into the liquid membrane until the inserted end of the dip-stick contacts the bottom of the container. On removing the dip-stick, measure the length from the end which was inserted to the point on the dip-stick where the liquid membrane ceases to coat the dip-stick. Multiply the area of the cross-section by the height of the level of liquid membrane, maintaining consistent units, to determine the volume.
2. Perform step 1 prior to beginning applying the liquid membrane to establish the initial volume.
3. During the period of application, perform step 1 each 100 square feet of bridge deck.
4. In order to meet the required application rate of one (1) gallon per 200 square feet, the amount in the container shall be at least 0.5 gallon less than the previous volume in the previous 100 square feet. Other changes in volume may apply depending on the manufacturer's recommended application rate.
5. Additional applications to an area shall be applied until the required rate is satisfied. Areas which are not visually satisfactory to the Engineer shall have additional liquid membrane applied as directed by the Engineer.

The amount of liquid membrane applied shall be determined each day using the application verification method. This information shall be submitted to the Engineer within 24 hours of applying the liquid membrane.

907-804.03.17.2--Liquid Membrane Method. All surfaces on which curing is to be by liquid membrane shall be given the required surface finish prior to the application of liquid membrane. Concrete surfaces cured by liquid membrane shall receive two applications of white liquid membrane. Neither application shall be made from a position supported by or in contact with the freshly placed concrete. Both applications shall be applied perpendicularly to the surface of the concrete.

When using liquid membrane, the liquid membrane shall be thoroughly mixed within the time recommended by the liquid membrane producer but no more than an hour before use. If the use of liquid membrane results in a streaked or blotched appearance, the method shall be stopped and water curing applied until the cause of defective appearance is corrected.

The application of liquid membrane shall be accomplished by the use of power applied spray equipment using nozzles and other equipment recommended by the liquid membrane producer. Manually pressurized or manual pump-up type sprayers shall not be used to apply the first two applications of liquid membrane.

The liquid membrane shall be applied when no free water remains on the surface but while the surface is still wet. The liquid membrane shall be applied according to the manufacturer's instructions with a minimum spreading rate per coat of one (1) gallon per 200 square feet of concrete surface. If the concrete is dry or becomes dry, the Contractor shall thoroughly wet it with water applied as a fog spray by means of approved equipment.

The first application of the liquid membrane shall be made as the work progresses. For bridge decks, the first application shall be completed in each area of the deck, including the area in which the bridge railing will be later constructed, within 20 minutes of initial strike-off for bridges with no skew and within 25 minutes of initial strike-off for bridges with skew. For all other concrete, the first application of the liquid membrane shall be completed within 20 minutes of finishing.

The second application shall be applied within 30 minutes after the first application. The liquid membrane shall be uniformly applied to all exposed concrete surfaces.

As a visual guide, the color of concrete covered with the required amount of liquid membrane should be indistinguishable from a sheet of commercially available standard "letter" size white copier paper placed on top of it when viewed from a distance of about five feet (5') away horizontally if standing on the same grade as the concrete. The appearance of the concrete does not supersede applying the minimum spreading rate.

The Contractor shall make available to the Engineer an application rate verification in accordance with Subsection 907-804.03.17.1.2.1.

The coating shall be protected against marring for at least 10 days after the application of the curing compound. The coating on bridge decks shall receive extra attention and may require additional protection as required by the Engineer. All membrane marred or otherwise disturbed shall be given an additional coating. Manually pressurized or manual pump-up type sprayers may be used for giving marred areas the required additional application of liquid membrane. Should the surface coating be subjected repeatedly to injury, the Engineer may require that the water curing method be applied at once.

After the specified time for curing, but prior to constructing the bridge railing, all liquid membrane shall be removed from both the exposed surfaces of the reinforcing steel and the concrete surfaces on which bridge rail will be constructed. This removal of liquid membrane may be accomplished by high pressure washing or other methods approved by the Engineer.

907-804.03.18--Expansion and Fixed Joints, Bearings, Anchor Bolts, Plates, Castings, Pipes, Drains, Conduits, Etc. All joints shall be constructed according to details shown on the plans. The edges of the concrete at open or filled joints shall be chamfered or edged as indicated on the plans.

907-804.03.18.1--Open Joints. Open joints shall be placed in the locations shown on the plans and shall be constructed by the insertion and subsequent removal of a wood strip, metal plate, or other approved material. The insertion and removal of the template shall be accomplished without chipping or breaking the corners of the concrete. Reinforcement shall not extend across an open joint unless so specified on the plans.

907-804.03.18.2--Filled Joints. Poured expansion joints and joints to be sealed with premolded materials shall be constructed similar to open joints. When premolded types are specified, the filler shall be placed in correct position as the concrete on one side of the joint is placed. When

the form is removed, the concrete on the other side shall be placed. Adequate water stops of metal, rubber, or plastic shall be carefully placed as shown on the plans.

907-804.03.18.3--Premolded and Preformed Joint Seals. When preformed elastomeric compressive joint seals are specified, the previously formed and cured open joint shall be thoroughly cleaned of all foreign matter, the required adhesive uniformly applied, and the seal installed in accordance with the recommendations of the manufacturer of the seal.

When premolded filler is used for the joints in the roadway slab, the tops shall be adequately sealed with poured joint filler in accordance with details on the plans. Premolded filler shall be permanently fastened to an adjacent concrete surface by appropriate use of copper wire, copper nails, or galvanized nails.

907-804.03.18.4--Steel Joints. The plates, angles, or other structural shapes shall be accurately shaped at the shop to conform to the section of the concrete floor. Fabrication and painting shall conform to the specifications covering those items. When called for on the plans or in the special provisions, the material shall be galvanized in lieu of painting. Care shall be taken to ensure that the surface in the finished plane is true and free of warping. Positive methods shall be employed in placing the joints to keep them in correct position during the placing of the concrete. The opening at expansion joints shall be that designated on the plans at normal temperature, and care shall be taken to avoid impairment of the clearance in any manner.

907-804.03.18.5--Water Stops. Adequate water stops of metal, rubber, or plastic shall be placed as shown on the plans. Where movement at the joint is provided for, the water stops shall be of a type permitting movement without injury. They shall be spliced, welded, or soldered to form continuous watertight joints.

907-804.03.18.6--Bearing Devices. Bearing plates, rockers, and other bearing devices shall be constructed according to details shown on the plans. Unless otherwise specified or set in plastic concrete, they shall be set in grout to insure uniform bearing. Structural steel and painting shall conform to the requirements of Sections 810 and 814. When specified, the material shall be galvanized in lieu of painting. The rockers or other expansion bearing devices shall be set, considering the temperature at the time of erection, so that the required position of the device is provided.

At all points of bearing contact, concrete members shall be separated from underlying members by dimensioned bearing pads or by methods and/or materials specified on the plans.

When not otherwise specifically provided, contact areas between concrete super-structures and substructures shall be separated by three layers of No. 15, Type I, roofing felt.

907-804.03.18.7--Friction Joints. Metal friction joints shall consist of plates as indicated on the plans and shall be securely anchored in correct position. All sliding surfaces shall be thoroughly coated with an approved graphite grease. Movement shall not be impeded by the concrete in which the plates are embedded.

907-804.03.18.8--Placing Anchor Bolts, Plates, Castings, Grillage, Conduits, Etc. All anchor bolts, plates, castings, grillage, conduits, etc. indicated on the plans to be placed in or on the concrete shall be placed, set, or embedded as indicated or as directed. These items of the construction shall be set in portland cement mortar as referenced in Subsection 714.11.5, except that anchor bolts may, as permitted by the Engineer, be built into the masonry, set in drilled holes, or placed as the concrete is being constructed by inserting encasing pipe or oiled wooden forms of sufficient size to allow for adjustment of the bolts. After removal of the pipe or forms, the space around the bolts shall be filled with portland cement mortar completely filling the holes. The bolt shall be set accurately and perpendicular to the plane of the seat.

Anchor bolts which are to be set in the masonry prior to the erection of the superstructure shall be carefully set to proper location and elevation with a template or by other suitable means.

When bed plates are set in mortar, no superstructure or other load shall be placed thereon until this mortar has been allowed to set for a period of at least 96 hours, subject to the restrictions for cold weather concreting in Subsection 907-804.03.16.1. The mortar shall be kept well moistened during this period.

Weep hole drains shall be installed in abutments and retaining walls, and roadway drains or scuppers shall be installed in the roadway slabs in accordance with the details shown on the plans.

Where backfill is to be made at weep holes or openings in the structure, sand or stone chimneys or French drains shall be constructed as specified and shall extend through the portion of the backfill to be drained. Except as otherwise provided, the sand, stone, or slag used in this construction shall meet the requirements of Subsection 704.04.

907-804.03.19--Finishing Concrete Surfaces.

804.03.19.1--Classes of Finishes. Surface finishes of exposed concrete surfaces shall be classified as follows:

- Class 1 - Ordinary Surface Finish
- Class 2 - Rubbed or spray Finish
- Class 3 - Tooled Finish
- Class 4 - Sand-Blast Finish
- Class 5 - Wirebrush or Scrubbed Finish
- Class 6 - Floated Surface Finish

907-804.03.19.2--Class 1, Ordinary Surface Finish. Immediately following the removal of forms, all fins and irregular projections shall be removed from all surfaces except from those which are not to be exposed or not to be waterproofed. On all surfaces, the cavities produced by form ties and all other holes, honeycomb spots, broken corners or edges, and other defects shall be thoroughly cleaned, and after having been kept saturated with water for at least three hours shall be carefully pointed and trued with a mortar of cement and fine aggregate mixed in the proportions used in the class of the concrete being finished. Mortar used in pointing shall be not more than one hour old. The mortar patches shall be cured as specified under Subsection 907-804.03.17. All

construction and expansion joints shall be left carefully tooled and free of mortar and concrete. The joint filler shall be left exposed for its full length with clean and true edges.

The resulting surfaces shall be true and uniform. All surfaces which cannot be repaired to the satisfaction of the Engineer shall be given a Class 2 rubbed finish.

907-804.03.19.3--Class 2, Rubbed or Spray Finish.

907-804.03.19.3.1--Rubbed Finish. After removal of forms, the Class 1 finish shall be completed and the rubbing of concrete shall be started as soon as its condition will permit. Immediately before starting this work, the concrete shall be kept thoroughly saturated with water for at least three hours. Surfaces shall be rubbed with a medium course Carborundum stone using a small amount of mortar on its face. The mortar shall be composed of cement and sand mixed in the proportions used in the concrete being finished. Rubbing shall be continued until all form marks, projections, and irregularities have been removed, all voids are filled, and a uniform surface has been obtained. The paste produced by this rubbing shall be left in place at this time.

After all concrete above the surface being treated has been cast, the final finish shall be obtained by rubbing with a fine Carborundum stone and water. This rubbing shall continue until the entire surface is of a smooth texture and uniform color.

After the final rubbing is completed and the surface has dried, it shall be rubbed with burlap to remove loose powder and objectionable marks.

907-804.03.19.3.2--Spray Finish. Prior to the spray finish, the concrete shall be given a Class 1 finish in accordance with Subsection 907-804.03.19.2, supplemented if necessary with a grout meeting the requirements of Subsection 714.11 with fine aggregate modified to require 100 percent passing the No. 16 Sieve.

Grout shall be applied with burlap pads or float sponges, and as soon as the grout has dried the surface shall be brushed to remove all loose grout and the surface left smooth and free of air holes. Surfaces to be sprayed shall be free of efflorescence, flaking coatings, dirt, oil, and other foreign substances. Prior to application of the spray finish, the surfaces shall be free of moisture, as determined by sight and touch, and in a condition consistent with the manufacturer's published recommendations.

The spray finish material shall meet the requirements of Subsection 714.12 and shall be listed on of Approved Sources of Materials. The spray finish shall be applied with heavy duty spray equipment capable of maintaining a constant pressure as necessary for proper application. The material shall be applied as recommended by the manufacturer except the rate of application shall not be less than one gallon per 50 square feet of surface area without prior written approval of the Engineer.

The completed finish shall be tightly bonded to the structure and present a uniform appearance and texture equal to or better than a rubbed finish. If necessary, additional coats shall be sprayed to produce the desired surface texture and uniformity. Upon failure to adhere positively to the

structure without chipping or cracking or to attain the desired surface appearance, the coatings shall be completely removed and the surface given a rubbed finish in accordance with 907-804.03.19.3.1, or other approved methods shall be used to obtain the desired surface finish to the satisfaction of the Engineer without additional cost to the State.

907-804.03.19.4--Classes 3, 4, and 5 Finishes. If required, specifications for these finishes will be contained in the special provisions.

907-804.03.19.5--Class 6, Floated Surface Finish. After the concrete has been deposited in place, it shall be consolidated and the surface shall be struck off by means of a strike board and floated with a wooden or cork float. An edging tool shall be used on edges and expansion joints. The surface shall not vary more than 1/8 inch under a 10-foot straightedge. The surface shall have a granular or matte texture which will not be slick when wet.

907-804.03.19.6--Required Finishes for Various Surfaces.

907-804.03.19.6.1--General. Unless otherwise specified, the top surface of sidewalks, the top horizontal surfaces of footings, and top slabs of box bridges, box culverts, or other structures shall be given a Class 6 finish. All formed concrete surfaces shall be given a Class 1 finish, except on surfaces which are completely enclosed, such as the inside surfaces of cells of box girders, the removal of fins and form marks and the rubbing of mortared surfaces to a uniform color will not be required.

In reference to finishing, exposed surfaces are surfaces or faces which may be seen after all backfill has been placed. Exposed surfaces requiring a Class 2 finish shall be finished at least one foot below the ground line or the low water elevation, whichever is higher.

The Class 2 finish shall be made upon a Class 1 finish. After the removal of forms the Class 1 finish shall be completed and the rubbing of concrete shall be started as soon as the condition of the concrete will permit.

Bridge floors shall be finished in accordance with Subsection 907-804.03.19.7.

907-804.03.19.6.2--Finishing Formed Concrete Surfaces of Box Bridges, Box Culverts, Pipe Headwalls, and Minor Structures. The exposed surfaces of wing walls and parapets of box bridges and box culverts to be used as vehicular or pedestrian underpasses shall be given a Class 2 finish. Exposed surfaces of other box culverts or box bridges, pipe culvert headwalls, and other minor structures shall be given a Class 1 finish unless otherwise indicated on the plans.

The exposed surfaces of retaining walls including copings and parapets shall receive a Class 2 finish.

907-804.03.19.6.3--Finishing Formed Concrete Surface of Bridges. All formed concrete bridge surfaces which are exposed shall have a Class 1 or 2 finish as set forth herein unless designated otherwise on the plans.

Bridges with designated surfaces for Class 2 finish are classified as follows:

- Group A - Bridges over highways, roads and streets.
- Group B - Bridges over waterways and railroads.
- Group BB - Twin or adjacent bridges of Group B category.

When a Group B or BB bridge also spans a highway, road or street, exposed concrete surfaces shall be finished in accordance with Group A requirements.

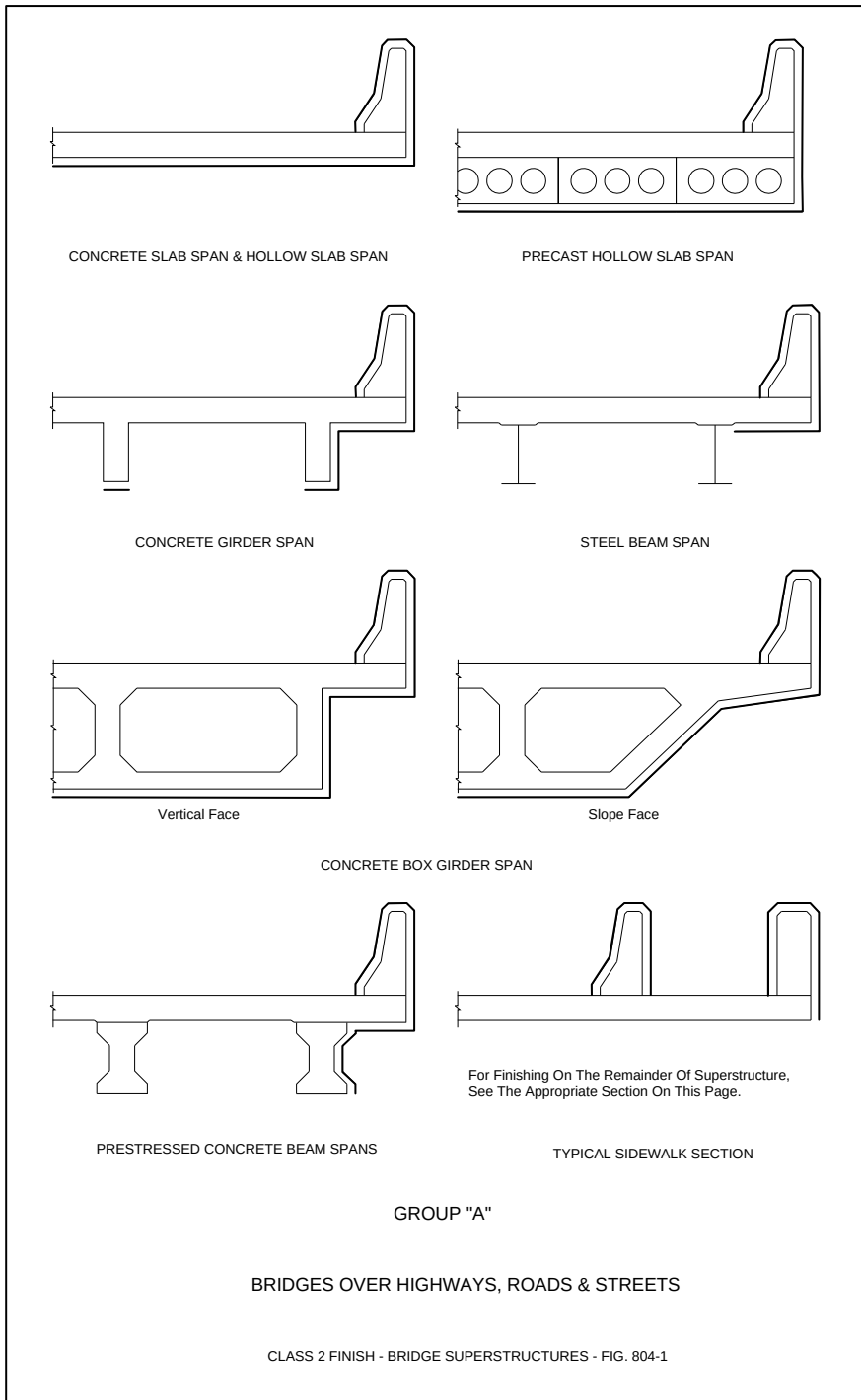
(A) Superstructures. Concrete surfaces to be given a Class 2 finish shall be the exposed surfaces of wings and rails and other exposed surfaces indicated by a double line in Figures 804-1, 804-2, and 804-3.

When a Group B or BB also spans a highway, road or street, the superstructure of spans over and extending one span in each direction beyond the lower level highway, road or street shall be given a Class 2 finish as shown for Group A.

(B) Substructures. Concrete surfaces to be given a Class 2 finish are as follows:

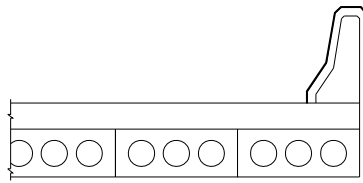
Group A. Exposed surfaces of abutments, end bents, end bent posts, wing walls, railing, retaining walls, parapets, copings, piers, columns, piles, caps, struts or walls between columns or piles, encasement of steel piles, arch rings and spandrel walls.

Group B and BB. Exposed surfaces of abutments, wing walls, end bent posts, railing, retaining walls, parapets and copings.

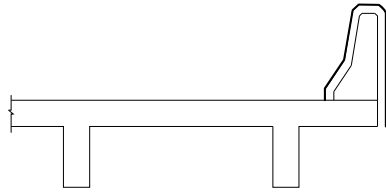




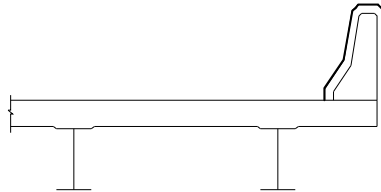
CONCRETE SLAB SPAN & HOLLOW SLAB SPAN



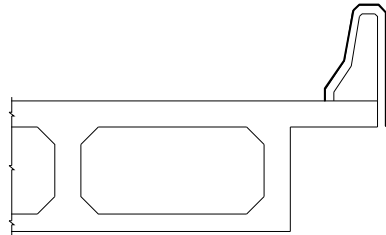
PRECAST HOLLOW SLAB SPAN



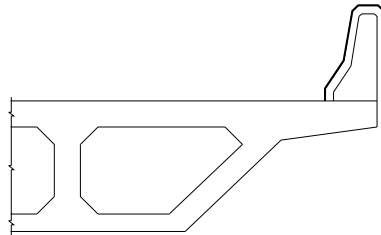
CONCRETE GIRDER SPAN



STEEL BEAM SPAN

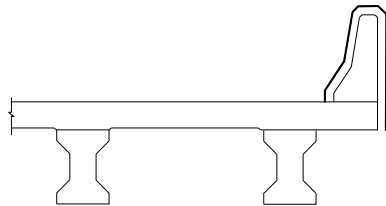


Vertical Face

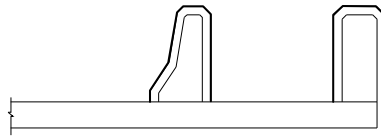


Slope Face

CONCRETE BOX GIRDER SPAN



PRESTRESSED CONCRETE BEAM SPANS

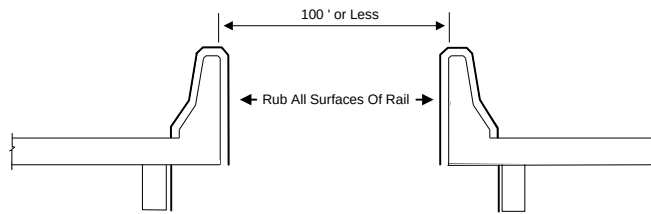


For Finishing On The Remainder Of Superstructure,
See The Appropriate Section On This Page.

TYPICAL SIDEWALK SECTION

GROUP "B"

BRIDGES OVER WATERWAYS AND BRIDGES OVER RAILROAD TRACKS



GROUP "B B" - ADJACENT BRIDGES

GROUP "B B"

TWIN or DUAL BRIDGES

CLASS 2 FINISH - BRIDGE SUPERSTRUCTURES - FIG. 804-3

907-804.03.19.7--Finishing Bridge Decks.

907-804.03.19.7.1--General. Concrete bridge decks shall be struck off and finished by the method(s) designated on the plans.

In the event a method is not designated, the Contractor may use either the longitudinal or transverse method subject to the requirements contained in these specifications.

Except when indicated otherwise on the plans, the finish of the bridge deck shall be either a belt finish, a broom finish, or one of the following drag methods: pan, double pan, burlap, or pan and burlap. Manual finishing of the bridge deck shall be performed only in areas inaccessible by the finishing equipment mounted to the strike-off screed, but shall not hinder the requirements for curing in accordance with Subsection 907-804.03.17.1. The surface texture specified and surface requirements shall be in accordance with the applicable requirements of Subsections 501.03.17 and 501.03.18 modified only as the Engineer deems necessary for bridge deck construction operations.

At no time shall water on the surface of the concrete from bleeding, fogging, curing, or other sources be worked into the concrete or used as an aid for finishing.

Regardless of the method of finishing selected, requirements for curing per Subsection 907-804.03.17 shall be completed within the specified time limits. If the requirements in Subsection 907-804.03.17 are not completed within the specific time limits, the Contractor shall cease operations, revise his operations up to and including acquiring new or additional equipment or additional personnel in order to satisfy the requirements in Subsection 907-804.03.17, and, on approval from the Engineer, resume operations

907-804.03.19.7.2--Longitudinal Method. The longitudinal method may be used for repairs to bridge decks or bridge widening projects. For bridge widening projects, curing in accordance with Subsections 907-804.03.17 shall be completed within 30 minutes of initial strike-off for bridges without skew and within 35 minutes of initial strike-off for bridges with skew.

The longitudinal method requires that the strike-off screed be supported on accurately graded and supported bulkheads or templates placed across the full width at the end(s) of the pour. Before the concrete is placed, approved fixed templates or wooden bulkheads of not less than 1¼-inch lumber shall be placed perpendicular to the centerline of the roadway, or in the case of skew bridges at the angle of skew. At least one dry run shall be made the length of each pour with a "tell-tale" device attached to the screed to assure the specified clearance to the reinforcing steel. The upper surface of the template or bulkheads shall be accurately set to conform to the required grade and crown.

Special attention shall be given to the gutter lines where the strike-off screed cannot reach. The gutters shall be finished by hand and tested with the straight edge. Floor drains shall be set lower than the finished gutter line and finished over. After initial set, the concrete shall be dished out and finished around the drains to form an outlet.

After the concrete has been deposited and rough graded, it shall be struck off by means of a strike-off screed resting on the bulkheads or fixed templates. The strike-off screed shall be of a type satisfactory to the Engineer and shall have sufficient strength to retain its shape under all working conditions. The final surface shall comply with the applicable requirements of Subsections 501.03.17.6 and 501.03.18, and unless otherwise specified in the contract, the final finish under this method shall be the belt finish.

In general, the overall strike-off screed should be trussed, with bracing heavy enough to support the weight of a man without deflecting, and should be adjustable for camber and correction of sag.

The strike-off screed will ride on the bulkheads or fixed templates at the ends of the section being finished. Care shall be taken to see that the bulkhead or fixed template elevations are accurately set since the entire span surface will be controlled by them. The manipulation of the screed shall be such that neither end is raised from the bulkheads or templates during the process.

The concrete shall be struck off by beginning at one curb and proceeding entirely across the span. A slight excess of concrete shall be kept in front of the cutting edge at all times. This operation shall be repeated at least three times. In each case, the strike-off screed shall be picked up and carried back to the point of beginning. No backward strokes will be allowed. The strike-off screed shall be moved along the bulkheads or fixed templates with a combined longitudinal and transverse motion. This operation may be manual or mechanical. Standing or walking in the fresh concrete ahead of the strike-off screed will not be permitted.

907-804.03.19.7.3--Transverse Method. The transverse method requires that the screeding equipment be supported on accurately graded and supported rails placed beyond the gutter lines and parallel with the centerline of the bridge.

The machine shall be so constructed and operated as to produce a bridge deck of uniform density with minimum manipulation of the fresh concrete and achieved in the shortest possible time. Manual transverse methods of screeding will not be permitted.

The finishing machine shall be supported on vertically adjustable rails set a sufficient distance from the gutter line to allow free movement of the screed from gutter line to gutter line. Satisfactory means of load distribution with minimum rail deflection shall be provided. The screed rails for a deck pour shall be completely in place for the full length of the pour and shall be firmly secured prior to placing concrete. The screed rails shall be adjusted as necessary to compensate for settlement and deflection occurring during the screeding operations. Supports for the screed rail shall be located directly over slab overhang support brackets as referenced in Subsection 907-804.03.14.1.

At least one dry run shall be made the length of each pour with a "tell-tale" device attached to the screed carriage to assure the specified clearance to the reinforcing steel.

The screed shall be equipped with a metal cutting edge or other approved mechanical means for accurately fine grading the plastic concrete to the required grade and surface smoothness and shall be supported by a bridging structure sufficiently rigid and heavy to perform operations

satisfactorily on concrete of minimum slump without vibration, distortion, and wrecking of forms. The screed shall be mechanically actuated to deliver the screeding action and for travel in a longitudinal direction at a uniform rate along the bridge deck.

The screed shall complete sufficient passes to strike off all of the excess concrete with ample mortar along the entire leading edge to assure filling of low spots. Care shall be taken to remove all objectionable material from the gutters where final hand finishing will be required.

The selection of the transverse method may require the Contractor to furnish bridge deck concrete which contains an approved water-reducing set-retarding admixture in the quantities approved by the Engineer at no additional cost to the State. See Subsection 713.02 for more information.

Other finishing requirements shall be in accordance with the general requirements in Subsection 907-804.03.19.7.1 and as specified on the plans.

907-804.03.19.7.4--Acceptance Procedure for Bridge Deck Smoothness. After the bridge decks and bridge end slabs are completed and preferably before the construction of the bridge railing, they shall be tested for ride quality using a Contractor furnished profilograph. Profile Index Values shall be determined in accordance with Department SOPs and these specifications. The profilograph shall meet the requirements of Subsection 907-804.03.19.7.5. Profiles will be obtained in the wheel paths of the main thru lanes and, where conditions allow, in the wheel paths of any auxiliary lanes or tapers. Profile Index Values for bridge decks and bridge end slabs shall be obtained for all state roads with four lanes or more, on state roads three lanes or less where the current traffic count is 2000 ADT or higher, or as designated on the plans. Ride quality tests will begin at a point where the rearmost wheel of the profilograph is as close to the beginning of the bridge end slab as possible and shall proceed forward across the remainder of the bridge end slab, across the bridge deck and continue across the next bridge end slab to a point where the front-most wheel of the profilograph reaches the far-most edge of the bridge end slab. Bridges and bridge end slabs not requiring a ride quality test must meet a 1/8 inch in 10-foot straightedge requirement in longitudinal and transverse directions. Bridges in horizontal curves having a radius of less than 1000 feet at the centerline and bridges within the superelevation transition of such curves are excluded from a test with the profilograph.

The Profile Index Value for bridge decks including the bridge end slabs shall be averaged for the left and right wheel path for each lane and where applicable, each auxiliary lane and taper, and shall not exceed 65 inches per mile for each lane. Auxiliary lanes, tapers, shoulders and other areas that are not checked with the profilograph, shall meet a 1/8 inch in 10-foot straightedge check made transversely and longitudinally across the deck or slab. In addition, individual bumps or depressions exceeding 0.3 of an inch, when measured from a chord length of 25 feet, shall be corrected and the surface shall meet a 1/8 inch in 10-foot straightedge check made transversely across the deck or slab.

Bridge decks and bridge end slabs not meeting the preceding requirements shall be corrected. Corrective work shall be done at no additional cost to the Department. Corrective work shall consist of grinding the bridge deck in accordance with this specification. All corrective work shall precede final surface texturing. After completion of final surface texturing, all surface areas

corrected by grinding shall be sealed with a nonstaining 40% minimum alkylalkoxysilane penetrating sealant applied per the manufacturer's directions.

In case the bridge end slabs are to be constructed on a future project, the bridge deck(s) alone shall be tested for ride quality using the acceptance procedure outlined above, except that the ride quality test will begin at a point where the rearmost wheel of the profilograph is as close to the beginning of the bridge as possible and shall proceed forward across the bridge deck to a point where the front-most wheel of the profilograph reaches the far-most edge of the bridge.

Expansion joint installation shall be delayed and the joint temporarily bridged to facilitate operation of the profilograph and grinding equipment across the joint wherever feasible.

It shall be the Contractor's responsibility to schedule profilograph testing. The Contractor shall notify the Department at least five (5) days in advance of profilograph testing. The Contractor shall ensure that the area to be tested has been cleaned and cleared of all obstructions. Profilograph testing of bridge decks and bridge end slabs shall be performed by the Contractor under supervision of the Engineer. All profilograph testing shall be performed at no additional cost to the Department. The Contractor will be responsible for traffic control associated with this testing operation.

907-804.03.19.7.4.1--Grinding Bridge Decks.

907-804.03.19.7.4.1.1--Equipment. The grinding equipment shall be a power driven, self-propelled machine that is specifically designed to smooth and texture portland cement concrete pavement with diamond blades. The effective wheel base of the machine shall not be less than 12.0 feet. It shall have a set of pivoting tandem bogey wheels at the front of the machine and the rear wheels shall be arranged to travel in the track of the fresh cut pavement. The center of the grinding head shall be no further than 3.0 feet forward from the center of the back wheels.

The equipment shall be of a size that will cut or plane at least 3.0 feet wide. It shall also be of a shape and dimension that does not encroach on traffic movement outside of the work area. The equipment shall be capable of grinding the surface without causing spalls at cracks, joints, or other locations.

907-804.03.19.7.4.1.2--Grinding. The grinding areas will be determined by the Contractor and approved by the Engineer. The Contractor shall develop and submit to the Engineer for approval a Grinding Plan. The Contractor shall allow up to 45 days for the Department to review the Plan prior to starting any grinding operations. This plan shall include as a minimum:

- 1) Name of the project superintendent in responsible charge of the grinding operation.
- 2) List and description of all equipment to be used.
- 3) Maximum depth of each pass allowed by the grinding equipment.
- 4) Maximum width of each pass allowed by the grinding equipment.
- 5) Details of a sequence of the grinding operation.
- 6) Complete data from Profilograph runs, based on a 0.3 inch bump height, for each wheel path over the entire bridge including bridge end slabs, which shall include profile index,

bump locations (in stations), bump heights and proposed final cross-slopes. When a computerized profilograph is used, a complete printout of the profile including the header information for each wheel path will be required.

- 7) Data showing reinforcing steel clearance in all areas to be ground.
- 8) A detailed drawing of the deck showing areas to be ground with station numbers and grinding depths clearly indicated.
- 9) A description of grinding in areas where drains are in conflict with grind areas.
- 10) Details of any changes in deck drainage, anticipated ponding, etc.

The Engineer will evaluate the grinding plan for conformance with the plans and specifications, after which the Engineer will notify the Contractor of any additional information required and/or changes that may be needed. Any part of the plan that is unacceptable will be rejected and the Contractor shall submit changes for reevaluation. All approvals given by the Engineer shall be subject to trial and satisfactory performance in the field, and shall not relieve the Contractor of the responsibility to satisfactorily complete the work.

The construction operation shall be scheduled and proceed in a manner that produces a uniform finished surface. Grinding will be accomplished in a manner that eliminates joint or crack faults while providing positive lateral drainage by maintaining a constant cross-slope between grinding extremities in each lane. Auxiliary or ramp lane grinding shall transition as required from the mainline edge to provide positive drainage and acceptable riding surface.

The operation shall result in a finished surface that conforms as close as possible to the typical cross-section and the requirements specified in Subsection 907-804.03.19.7.4.1.3.

The Contractor shall establish positive means for removal of grinding residue. Residue shall not be permitted to flow across lanes used by public traffic or into gutters or drainage facilities.

907-804.03.19.7.4.1.3--Final Surface Texture. The grinding process shall produce a finish surface that is as close as possible to grade and uniform in appearance with a longitudinal line type texture. The line type texture shall contain parallel longitudinal corrugations that present a narrow ridge corduroy type appearance. The peaks of the ridges shall be approximately 1/16 inch higher than the bottoms of the grooves with approximately 53 to 57 evenly spaced grooves per foot. Grinding chip thickness shall be a minimum of 0.080 inches thick.

The finished bridge decks and bridge end slabs shall be retested for riding quality using a Contractor furnished profilograph meeting the requirements of Subsection 907-804.03.19.7.5. The finished results shall meet the following conditions:

- (a) Individual bumps or depressions shall not exceed 0.3 inches when measured from a chord length of 25 feet.
- (b) The final index value for the bridge deck and bridge end slabs shall be an average of both the right and left wheel paths of each lane and shall not exceed 65 inches per mile.

The final profilogram will be furnished to the Engineer for informational purposes.

907-804.03.19.7.5--Profilograph Requirements. The smoothness of the bridge deck will be determined by using a California Profilograph to produce a profilogram (profile trace) at each designated location. The surface shall be tested and corrected to a smoothness index as described herein with the exception of those locations or specific projects that are excluded from a smoothness test with the profilograph.

The profilograph, furnished and operated by the Contractor under supervision of the Engineer, shall consist of a frame at least 25 feet in length supported upon multiple wheels having no common axle. The wheels shall be arranged in a staggered pattern so that no two wheels will simultaneously cross the same bump. A profile is to be recorded from the vertical movement of a sensing mechanism. This profile is in reference to the mean elevation of the contact points established by the support wheels. The sensing mechanism, located at the mid-frame, may consist of a single bicycle-type wheel or a dual-wheel assembly consisting of either a bicycle-type (pneumatic tire) or solid rubber tire vertical sensing wheel and a separate bicycle-type (pneumatic tire) longitudinal sensing wheel. The wheel(s) shall be of such circumference(s) to produce a profilogram recorded on a scale of one (1) inch equal to 25 feet longitudinally and one (1) inch equal to one (1) inch (full scale) vertically. Motive power may be provided manually or by the use of a propulsion unit attached to the center assembly. In operation, the profilograph shall be moved longitudinally along the pavement at a speed no greater than 3 MPH so as to reduce bounce as much as possible. The testing equipment and procedure shall comply with the requirements of Department SOP.

The Contractor may elect to use a computerized version of the profilograph in lieu of the standard profilograph. If the computerized version of the profilograph is used, it shall meet the requirements of Subsection 907-804.03.19.7.5.1.

907-804.03.19.7.5.1--Computerized Profilograph.

907-804.03.19.7.5.1.1--General The computerized profilograph, furnished and operated by the Contractor under the supervision of the Engineer, shall be equipped with an on-board computer capable of meeting the following conditions.

Vertical displacement shall be sampled every three (3) inches or less along the bridge deck. The profile data shall be bandpass filtered in the computer to remove all spatial wavelengths shorter than two (2) feet. This shall be accomplished by a third order, low pass Butterworth filter. The resulting band limited profile will then be computer analyzed according to the California Profilograph reduction process to produce the required inches per mile index. This shall be accomplished by fitting a linear regression line to the length of bridge. This corresponds to the perfect placement of the blanking band bar by a human trace reducer. Scallop above and below the blanking band are then detected and totaled according to the California protocol. Bump/Dip analysis shall take place according to the California Profilograph reduction process.

The computerized profilograph shall be capable of producing a plot of the profile and a printout which will give the following data: Stations every twenty five (25) feet, bump/dip height and bump/dip length of specification (3/10 of an inch and 25 feet respectively), the blanking band width, date of measurement, total profile index in inches per mile for the measurement, total length

of the measurement, and the raw inches for each segment.

907-804.03.19.7.5.1.2--Mechanical Requirements. The profilograph shall consist of a frame twenty five (25) feet long supported at each end by multiple wheels. The frame shall be constructed to be easily dismantled for transporting. The profilograph shall be constructed from aluminum, stainless steel and chromed parts. The end support wheels shall be arranged in a staggered pattern such that no two wheels cross a transverse joint at the same time. The relative smoothness shall be measured by the vertical movement of an eight (8) inch or larger diameter sensing wheel at the midpoint of the 25-foot frame. The horizontal distance shall be measured by a twenty (20) inch or larger diameter pneumatic wheel. This profile shall be the mean elevation referenced to the twelve points of contact with the pavement established by the support wheels. Recorded graphical trace of the profile shall be on a scale of one inch equals one inch (full scale) vertical motion of the sensing wheel and one inch equals 25 feet horizontal motion of the profilograph.

907-804.03.19.7.5.1.3--Computer Requirements. The computer shall have the ability to produce output on sight for verification. The computerized output shall indicate the profile index for each specified section of bridge deck. Variable low and high pass third-order Butterworth filtering options shall be available. The printout shall be capable of showing station marks automatically on the output. Blanking band positioning for each specified section of the bridge deck shall be placed according to the least squares fit line of the collected data. Variable bump and dip tests shall be available to show "must correct" locations on the printout. The computer must have the ability to display on screen "must correct" conditions and alert the user with an audible warning when a "must correct" location has been located. The computer must have the ability to store profile data for later reanalysis. The measurement program must be menu driven and PC compatible. User selected options, identification, calibration factors, and time and date stamps shall be printed at the top of each printed report for verification. The control software must be upgradeable. A power source shall be included for each profilograph and be capable of supplying all power needs for a full days testing.

907-804.03.19.8--Finishing Horizontal Surfaces of Footings or Top Slabs of Box Bridges, Culverts, or Other Structures. The finishing of horizontal surfaces of footing or top slabs of box bridges, culverts, or other structures shall be achieved by placing an excess of material in the form and removing or striking off the excess with a template, forcing the coarse aggregate below the mortar surface. After the concrete has been struck off the surface shall be given a Class 6 finish.

907-804.03.19.9--Finishing Exposed Surfaces of Sidewalks. After the concrete has been deposited in place it shall be consolidated and the exposed surface shall be given a Class 6 finish. An edging tool of the required radius shall be used on all edges and at all expansion joints. The surface shall have a granular texture which will not be slick when wet.

Sidewalk surfaces shall be laid out in blocks with an approved grooving tool as shown on the plans or as directed.

907-804.03.20--Opening Bridges.

907-804.03.20.1--Public Traffic. Unless otherwise specified, concrete bridge decks shall be closed to public highway traffic for a period of at least 21 days after placing concrete.

907-804.03.20.2--Construction Traffic. Unless otherwise specified, concrete bridge decks shall be closed to construction traffic for the time required for curing in Subsection 907-804.03.17 and the minimum required compressive strength for the concrete placed is obtained.

907-804.03.21--Final Cleanup. Upon completion of the work all equipment, surplus materials, forms, and waste material shall be removed, the bridge cleaned, and the site of the work given a final cleanup.

907-804.03.22--Precast-Prestressed Concrete Bridge Members.

907-804.03.22.1--General. All installations and plants for the manufacture of precast-prestressed bridge members shall be PCI (Precast / Prestressed Concrete Institute) Certified. Bridge members manufactured in plants or installations not so approved will not be accepted for use in the work. The Contractor or other manufacturer shall employ a technician skilled in the adopted system of prestressing to supervise the manufacturing operations. This technician shall be certified according to the guidelines of this specification. The Contractor shall develop and implement a Quality Control Program as per Division I of PCI Quality Control Manual, 4th Edition. The Quality Control Program shall be submitted to the District Materials Engineer for approval.

907-804.03.22.2--Stressing Requirements. The jacks for stressing shall be equipped with accurate calibrated gauges for registering the jacking pressure. Means shall be provided for measuring elongation of strands to at least the nearest 1/16 inch.

Prior to beginning work, the Contractor or manufacturer shall have all jacks to be used, together with their gauges, calibrated by an approved laboratory. All jacks and gauges shall have an accuracy of reading within two percent. The testing agency shall furnish the Engineer a statement certifying that the jacks and gauges meet this requirement. During the progress of the work, if a gauge appears to be giving erratic results or if the gauge pressure and elongations indicate materially differing stresses, recalibration will be required.

Calibration of jacks and gauges shall be repeated at intervals deemed necessary by the Engineer. These intervals for calibration shall not exceed one year.

Shop drawings of prestressed beams, including an erection plan, shall be submitted in duplicate to the Bridge Engineer for approval prior to manufacture of members.

907-804.03.22.2.1--Methods. Plans for the particular bridge members will show prestressing by one of the following methods:

(A) Pretensioning. The prestressing strands are stressed initially. After the concrete is placed, cured, and has attained the compressive strength shown on the plans, the stress is transferred to the member. The method used for pretensions shall be in accordance to Division V of PCI Quality Control Manual, 4th Edition.

(B) Posttensioning. The posttensioning tendons are installed in voids or ducts and are stressed and anchored after development of the compressive strength specified on the plans. The voids or ducts are then pressure grouted.

(C) Combined Method. Part of the reinforcing is pretensioned and part posttensioned. Under this method all applicable requirements for the two methods specified shall apply to the respective stressing elements being used.

907-804.03.22.2.2--Alternate Details for Prestressed Members. In the event that the Contractor / Manufacturer desires to use materials or methods that differ in any respect from those shown on the plans or described in these specifications, the Contractor shall submit for approval full plan details on acceptable tracings suitable for reproduction and specifications which shall become the property of the Department. In order for alternate materials and/or methods to be considered, they will be required to comply fully with the following:

- A. Provisions equal to those stipulated in these specifications.
- B. Current AASHTO Specifications.
- C. Recommendations of materials manufacturer.
- D. Camber tolerance of beams and spans shown on plans.

Note: Alternate materials and methods will not be authorized on Federal-Aid Projects.

The Engineer shall be the sole judge as to the adequacy and propriety of any variation of materials or methods.

907-804.03.22.2.3--Stressing Procedure.

(A) General. Stressing shall be performed by suitable jacks working against unyielding anchorages and capable of maintaining the required stress for an indefinite period without movement or yielding. Strands may be stressed singularly or in a group.

The tension to be applied to each strand shall be as shown on the plans. The tension shall be measured by both jacking gauges and elongations in the strands and the result shall check within close limits.

It is anticipated that there will possibly be a difference in indicated tension between jack pressure and elongation of about five (5) percent. In this event, the discrepancy shall be placed on the side of slight overstress rather than understress.

In the event of an apparent discrepancy between gauge pressure and elongation of as much as five (5) percent, the entire operation shall be carefully checked, and the source of error determined before proceeding further.

Elongation is to be measured after the strands have been suitably anchored, and all possible slippage at the anchorages has been eliminated.

In all stressing operations, the stressing force shall be kept as nearly symmetrical about the vertical axis of the member as practicable.

(B) Pretensioning. All strands to be prestressed shall be brought to a uniform initial tension prior to being given their full pretensioning. This uniform initial tension of approximately 1000 to 2000 pounds shall be measured by suitable means such as a dynamometer so that its value can be used as a check against elongation computed and measured.

After the initial tensioning, the strand or group shall be stressed until the required elongation and jacking pressure is within the limits specified.

When the strands are stressed in accordance with the plan requirements and these specifications and all other reinforcing is in place, the concrete shall be placed in the prepared forms.

Strand stress shall be maintained until the concrete between anchorages has attained the required compressive strength as determined by cylinder tests, after which the strands shall be cut off flush with the ends of column members, and cut as shown on the plans for beams, girders, etc. Strands shall be cut or released in such a manner that eccentricity of prestress will be kept to a minimum and no damage to the member will result. The strand cutting pattern shall be as shown on the plans or as approved by the Bridge Engineer.

(C) Posttensioning. For all posttensioning tendons/bars the anchor plates shall set exactly normal in all directions to the axis of the tendon/bar. Parallel wire anchorage cones shall be recessed within the beams. Tensioning shall not take place until the concrete has reached the compressive strength shown on the plans.

Elongation and jacking pressures shall make appropriate allowance for all possible slippage or relaxation of the anchorage. Posttensioning tendons/bars shall be stressed in the order and manner shown on the plans.

The units shall be tensioned until the required elongations and jacking pressures are attained and reconciled within the limits specified in Subsection 907-804.03.22.2.3(A) with such overstresses as approved by the Engineer for anchorage relaxation.

Independent references shall be established adjacent to each anchorage to indicate any yielding or slippage that may occur between the time of initial stressing and final release of the strands.

Straight tendons/bars may be tensioned from one end. Unless otherwise specified, curved tendons shall be stressed by jacking from both ends of the tendons.

(D) Combined Method. In the event that girders are manufactured with part of the reinforcement pretensioned and part posttensioned, the applicable portions of the requirements listed herein shall apply to each type.

907-804.03.22.3--Manufacture.

907-804.03.22.3.1--Forms. The forms used for precast-prestressed bridge members shall meet the requirements of Division II of the PCI Quality Control Manual, 4th Edition.

907-804.03.22.3.2--Placing and Fastening Steel. Placing and fastening of all steel used for precast-prestressed bridge members shall meet the requirements of Division V of the PCI Quality Control Manual, 4th Edition.

907-804.03.22.3.3--Holes for Prestressing Tendons/Bars. Holes provided in girders for prestressing tendons/bars shall be formed by means of inflatable rubber tubing, flexible metal conduit, metal tubing, or other approved means.

907-804.03.22.4--Placing and Curing Concrete.

907-804.03.22.4.1--Placing. The placing of concrete shall meet the applicable requirements of Division III of PCI Quality Control Manual, 4th Edition.

907-804.03.22.4.2--Curing. Initial and accelerated curing of all members shall meet the applicable requirements of Division IV of PCI Quality Control Manual, 4th Edition except for the following listed requirements.

The source of heat for accelerated cure shall be steam. Calibrated thermocouples shall be implanted into the concrete members to monitor areas expected to have maximum and minimum heat. Curing methods and procedures listed in the prestress producer's PCI Quality System Manual shall be approved by the Department before their implementation.

907-804.03.22.4.3--Removal of Side Forms. Side forms may be removed after the concrete has attained sufficient strength to maintain a true section. In order to obtain "sufficient strength", it may be necessary to cure members for 12 hours or more as prescribed in Subsection 907-804.03.22.4.2, or to attain a minimum compressive strength of 1000 psi.

If high-early-strength concrete is obtained by use of low slump (0 to 1.5-inch) concrete, vacuum process, or other approved methods, side forms may be removed earlier; however, approval of the methods and revision from normal schedules will be made only after inspections by the District Materials Engineer and Materials Division have determined that satisfactory results will be attained by the methods and schedules proposed.

907-804.03.22.4.4--Grouting. The holes through posttensioned members in which the tendons are installed shall be equipped with approved grouting vents. All prestressing tendons to be bonded shall be free of dirt, loose rust, grease, or other deleterious substances. Before grouting, the ducts shall be free of water, dirt, and other foreign substances. The ducts shall be blown out with compressed air until no water comes through the ducts. For long members with draped tendons an open tap at low points may be necessary. After completion of stressing, the annular space between sides of tendon and sides of hole shall be grouted as set in the following paragraphs.

With the grouting vent open at one end of the core hole, grout shall be applied continuously under moderate pressure at the other end until all entrapped air is forced out through the open grout vent, as evidenced by a steady stream of grout at the vent. Whereupon, the open vent shall be closed under pressure. The grouting pressure shall be gradually increased to a refusal of at least 75 psi and held at this pressure for approximately 10 seconds, and the vent shall then be closed under this pressure.

Portland cement grout shall consist of a mixture of:

- 1 part Type 1 portland cement
- 1/4 part fly ash
- 3/4 part washed sand *
- 4 to 6 gallons of water per bag of cement.

* all passing No. 16 sieve and not more than 5% retained on No. 30

Water-reducing admixtures, subject to approval by the Engineer, shall be used in accordance with the manufacturer's recommendations.

The grout shall be mixed in a mechanical mixer, shall have the consistency of heavy paint, and shall be kept agitated until placed.

Members shall not be moved before the grout has set, ordinarily at least 24 hours at 80°F or higher.

907-804.03.22.5--Finishing and Marking. Units shall be given a Class 1 finish at the plant and shall be given a Class 2 finish after erection when required.

Recesses in girders at end of diaphragm bars, holes left by form ties, and other surface irregularities shall be carefully cleaned and patched with an approved non-shrink commercial grout or a non-shrinkage mortar of the following composition:

- 1 part Type 1 portland cement
- 1 1/2 to 2 parts fine sand
- 1/2 to 3/4 ounces aluminum powder per bag of cement
- Approved admixture per Subsection 713.02.
- Sufficient water to produce a workable but rather stiff mix.

The units shall be clearly marked in accordance with Department's *Materials Division Inspection, Certification and Testing Manual*.

907-804.03.22.6--Handling, Storage, and Installation. Posttensioned members may be handled immediately after completion of stressing and grout has set. Pretensioned members may be handled immediately after release of tensioning. In either case, the members shall have developed a minimum compressive strength of 4000 psi prior to handling. In the event stressing is not done in a continuous operation, members shall not be handled before they are sufficiently stressed, as determined by the Engineer, to sustain all forces and bending moments due to handling. In the

handling, storage, and transporting of beams or girders, they shall be maintained in an upright position (position as cast) at all times and shall be picked up from points within distance from beam ends equal to beam depth or at pick-up points designated on the plans. Disregard of this requirement and dropping of units may be cause for rejection, whether or not injury to the unit is apparent. Piles shall be picked up and loaded for shipment at points shown by the suspension diagram on the plans. Extreme care shall be used in handling and storing piles to prevent damage. The dropping of a pile may be cause for rejection of same, whether or not there is apparent injury to the member.

Care shall be exercised during the storage, hoisting, and handling of precast units to prevent damage. Damaged units shall be replaced by the Contractor at no additional costs to the State.

When members are stacked for storage, each layer shall be supported at or near the pick-up points. Supports shall be carefully placed in a vertical line in order that the weight of any member will not stress an underlying member. To prevent damage in moving members it is suggested that rigid supports be covered with a cushion of wood or other resilient material.

Members shall not be transported until at least one day after the concrete has reached a compressive strength of 5000 psi or greater strength when shown on the plans.

Piles used in salt water shall not be driven until concrete is seven days old, and air-entrained concrete shall be used in such piles.

After prestressed concrete voided slab units are set, doweled and bolted in their final position the keyways and dowel holes shall be filled with an approved non-shrink grout. Traffic shall not be permitted on the spans for 24 hours after grouting, and heavy construction equipment exceeding 15 tons will not be permitted on the spans for a period of 72 hours after grouting.

Adjacent slab units that mismatch more than one-fourth inch shall be adjusted prior to grouting of the shear keys. The maximum deviation from cross-section and grade (exclusive of camber) at any point shall not exceed one-fourth inch; and when the surface is checked with a ten-foot straightedge applied both parallel and perpendicular to the centerline, the variance shall not exceed one-fourth inch.

In addition to the requirements set out in this section, the applicable requirements of Section 803 shall apply.

907-804.03.22.7--Tolerances for Accepting Precast Prestressed Concrete. Member shall meet the dimension tolerances set by Division VII of PCI Quality Control Manual, 4th Edition.

907-804.03.22.8--Testing of Materials. Concrete and aggregate testing shall meet the requirements of Division VI of PCI Quality Control Manual, 4th Edition, except that the concrete mixture design shall meet the requirements of Subsection 907-804.02.10. Also, in addition to concrete compressive tests samples made for detensioning and 28-day strength, test samples shall be made and tested in order to prove compliance to the requirements of Subsection 907-804.03.22.6 for handling and shipping prestressed members. Compressive strength test cylinders

for detensioning, handling and shipping shall receive the same type curing as the prestressed members for which they represent. Compressive strength samples shall be made each day for each prestress casting bed.

907-804.03.22.9--Testing Personnel. Technicians testing portland cement concrete used in the production of precast-prestressed members shall be PCI Quality Control Technician/Inspector Certified. Each producer of precast-prestressed members shall have at least one PCI Level II certified technician on site during production for Department projects.

907-804.03.22.10--Documentation. The Precast-Prestressed Producer for each precast-prestressed concrete bridge member shall maintain documentation as set forth in the Department's *Materials Division Inspection, Certification and Testing Manual*. Testing and inspection record forms shall be approved by the Central Laboratory and as a minimum contain information listed in Division VI of PCI Quality Control Manual, 4th Edition.

907-804.03.22.11--Use in the Work. Before any precast-prestressed member is incorporated into the work, documentation as described in Subsection 907-804.03.22.10 is required along with visual inspection of the member at the bridge construction site. Project Office personnel as per the Department's *Materials Division Inspection, Certification and Testing Manual* will make visual inspection of the precast-prestressed member at the bridge construction site.

907-804.04--Method of Measurement. Concrete, complete and accepted, will be measured in cubic yards. The concrete volume will be computed from the neat dimensions shown on the plans, except for such variations as may be ordered in writing by the Engineer. The quantity of concrete involved in fillets, scorings, and chamfers one square inch or less in cross-sectional area will be neglected. Deductions shall be made for the following:

- (1) The volume of structural steel, including steel piling encased in concrete.
- (2) The volume of timber piles encased in concrete, assuming the volume to be 0.80 cubic foot per linear foot of pile.
- (3) The volume of concrete piles encased in concrete.

No deduction will be made for the volume of concrete displaced by steel reinforcement, floor drains, or expansion joint material that is one inch or less in width normal to the centerline of the joint. Where railing is bid as a separate item, that portion of the railing above the top of the curb, above the surface of the sidewalk, or above the bridge roadway, as the case may be, will not be included in the measurement of concrete, but will be measured as railing. Massive pylons or posts which are to be excepted from payment for railing and are intended to be measured for as concrete will be so noted on the plans.

When shown on the plans or directed by the Engineer, concrete placed as a seal for cofferdams will be measured by the cubic yard actually in place, except that no measurement will be made of seal concrete placed outside of an area bounded by vertical planes 18 inches outside the neat lines of the footing as shown on the plans or as directed and parallel thereto.

Reinforcing steel will be measured and paid for in pounds as set out in Section 805.

Unless otherwise specified, structural steel will be measured and paid for as set out in Section 810.

Excavation for bridges will be measured and paid for as in Section 801.

Piling will be measured and paid for as set out in Sections 802 and 803.

Railing will be measured and paid for as set out in Section 813.

Prestressed concrete beams and plank will be measured by the linear foot.

Prestressed concrete voided slab units, interior and exterior with railing, and precast concrete caps, intermediate and end cap with winged abutment wall, of the size and type specified will be measured by the unit complete in place and accepted. Railing, winged abutment walls, grout, tie rods, nuts, washers, bearing pads and other appurtenances will not be measured for separate payment.

907-804.05--Basis of Payment. Concrete will be paid for at the contract unit price per cubic yard for the class or classes specified, complete in place. Prestressed concrete beams and plank will be paid for at the contract unit per linear foot of specified size and type.

Prestressed concrete voided slab units and precast caps will be paid for at the contract unit price per each for the specified types and sizes, complete in place and accepted; which price shall be full compensation for furnishing, hauling and erecting the members; including all prestressing reinforcement and other reinforcement in the members. Payment at the contract unit prices bid shall be full compensation for furnishing all materials, equipment, tools, labor and incidentals necessary to complete the work.

Payment will be made under:

907-804-A: Bridge Concrete, Class ____	- per cubic yard
907-804-B: Box Bridge Concrete, Class ____	- per cubic yard
907-804-C: <u>Length</u> Prestressed Concrete Beam, Type ____	- per linear foot
907-804-D: <u>Length</u> Prestressed Concrete Plank	- per linear foot
907-804-E: <u>Length</u> Prestressed Concrete Voided Slab, <u>Size</u> Interior	- per each
907-804-F: <u>Length</u> Prestressed Concrete Voided Slab, <u>Size</u> Exterior	- per each
907-804-G: <u>Length</u> Precast Concrete Caps, End Unit with Wall	- per each
907-804-H: <u>Length</u> Precast Concrete Caps, Intermediate Unit	- per each

907-804-E:	<u>Length</u> Prestressed Concrete Voided Slab, <u>Size</u> Interior	- per each
907-804-F:	<u>Length</u> Prestressed Concrete Voided Slab, <u>Size</u> Exterior	- per each
907-804-G:	<u>Length</u> Precast Concrete Caps, End Unit with Wall	- per each
907-804-H:	<u>Length</u> Precast Concrete Caps, Intermediate Unit	- per each

[illegible]

NOTE: THE ANTICIPATED WORKING DAYS SHOWN ON THIS SCHEDULE ARE INFORMATIONAL PURPOSES ONLY. THE ACTUAL WORKING DAY TOTAL AS ASSESSED BY THE PROJECT ENGINEER ON FORM CS765 SHALL GOVERN.

SECTION 905 PROPOSAL

Date _____

Forrest County _____, Mississippi

Sirs: The following proposal is made on behalf of _____
of _____
for constructing the following designated project(s) within the time(s) hereinafter specified.

The plans are composed of drawings and blue prints on file in the offices of:

The Specifications are the current Standard Specifications of the Mississippi Department of Transportation approved by the Federal Highway Administration, except where superseded or amended by the plans, Special Provisions and Notice(s) to Bidders attached hereto and made a part thereof.

I (We) certify that I (we) possess a copy of said Standard and Supplemental Specifications.

Evidence of my (our) authority to submit the Proposal is hereby furnished. The proposal is made without collusion on the part of any person, firm or corporation. I (We) certify that I (we) have carefully examined the Plans, the Specifications, including the Special Provisions and Notice(s) to Bidders, herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Notice(s) to Bidders, and Plans, I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (We) understand that the quantities mentioned herein are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid, in accordance with the above.

Attached hereto is a certified check, cashier's check or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law).

INSTRUCTION TO BIDDERS: Alternate and Optional Items on Bid Schedule.

1. Two or more items entered opposite a single unit quantity WITHOUT DEFINITE DESIGNATION AS "ALTERNATE ITEMS" are considered as "OPTIONAL ITEMS". Bidders may or may not indicate on bids the Optional Item proposed to be furnished or performed WITHOUT PREJUDICE IN REGARD TO IRREGULARITY OF BIDS.
2. Items classified on the bid schedule as "ALTERNATE ITEMS" and/or "ALTERNATE TYPES OF CONSTRUCTION" must be preselected and indicated on bids. However, "Alternate Types of Construction" may include Optional Items to be treated as set out in Paragraph 1, above.
3. Optional items not preselected and indicated on the bid schedule MUST be designated in accordance with Subsection 102.06 prior to or at the time of execution of the contract.
4. Optional and Alternate items designated must be used throughout the project.

I (We) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Specifications and to give such work my (our) personal attention in order to see that it is economically performed.

SECTION 905 PROPOSAL (Continued)

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

I (We) enclose a certified check, cashier's check or bid bond for **five percent (5%) of the total bid** and hereby agree that in case of my (our) failure to execute the contract and furnish bonds within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the Local Public Agency as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

Bidder acknowledges receipt of and has added to and made a part of the proposal and contract documents the following addendum (addenda):

ADDENDUM NO. _____	DATED _____	ADDENDUM NO. _____	DATED _____
ADDENDUM NO _____	DATED _____	ADDENDUM NO. _____	DATED _____

TOTAL ADDENDA: _____
(Must agree with total addenda issued prior to opening of bids)

Respectfully Submitted,

DATE _____

Contractor

BY _____
Signature

TITLE _____

ADDRESS _____

(To be filled in if a corporation)

Our corporation is chartered under the Laws of the State of _____ and the names, titles and business addresses of the executives are as follows:

President

Address

Secretary

Address

Treasurer

Address

The following is my (our) itemized proposal.

Revised 11/2008

SECTION 905 PROPOSAL (Bid Sheet No. 3-5)

PROJECT NUMBER: STP-8771-00(002) LPA / 106943-701000

COUNTY: FORREST

PROJECT DESCRIPTION: PATHWAY IMPROVEMENTS FROM TRAIN DEPOT TO CHAIN PARK

I (We) agree to complete the entire project within the specified contract time.

*** SPECIAL NOTICE TO BIDDERS ***

BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED.

BIDS WILL NOT BE CONSIDERED UNLESS THE BID CERTIFICATE LOCATED AT THE END OF THE BID SHEETS IS SIGNED.

BID SCHEDULE					
PAY ITEM NO.	PLAN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	ITEM TOTAL
201-B001	2	ACRE	CLEARING AND GRUBBING		
202-A001	1	LS	REMOVAL OF OBSTRUCTIONS	XXXX	
202-B035	880	SY	REMOVAL OF CONCRETE SIDEWALK		
202-B057	1	EACH	REMOVAL OF INLETS, ALL SIZES		
202-B064	30	LF	REMOVAL OF PIPE, 8" AND ABOVE		
202-B078	260	SY	REMOVAL OF PAVEMENT, ALL TYPES AND DEPTHS		
202-B093	223	LF	REMOVAL OF CURB & GUTTER, ALL TYPES		
202-B276	250	CY	REMOVE AND RESET RIPRAP		
203-A003	100	CY	UNCLASSIFIED EXCAVATION, FM, AH		
203-EX017	375	CY	BORROW EXCAVATION, AH, FME, CLASS B9		
203-G003	1,940	CY	EXCESS EXCAVATION, FM, AH		
211-B001	250	CY	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED		
907-213-A001	1	TON	AGRICULTURAL LIMESTONE		
907-216-B001	4,250	SY	SOLID SODDING, CENTIPEDE		
219-A001	680	KGAL	WATERING	\$20.00	\$13,600.00
220-A001	1	ACRE	INSECT PEST CONTROL		
907-227-A001	1	ACRE	HYDROSEEDING		
234-A001	1,500	LF	TEMPORARY SILT FENCE		
907-237-A002	1,500	LF	WATTLES, 12"		
907-246-A002	100	EACH	SANDBAGS		
907-247-A001	1	EACH	TEMPORARY STREAM DIVERSION		
907-601-B003	20	CY	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES		
602-A001	1,700	LBS.	REINFORCING STEEL		
603-A048	96	LF	6" STEEL PIPE, WALL THICKNESS 0.188"		

BID SCHEDULE					
PAY ITEM NO.	PLAN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	ITEM TOTAL
603-CA104	64	LF	60" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS		
603-CE041	24	LF	29" X 18" CONCRETE ARCH PIPE, CLASS A III, FLEXIBLE PLASTIC GASKETS		
603-CF002	2	EACH	29" X 18" CONCRETE ARCH PIPE END SECTION		
907-607-PP012	410	LF	FENCING, PER PLANS		
608-A001	350	SY	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, 4" THICKNESS		
608-A001	3,575	SY	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, 5" THICKNESS		
608-A001	455	SY	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, 8" THICKNESS		
609-D006	10	LF	COMBINATION CONCRETE CURB AND GUTTER, TYPE I MODIFIED		
907-611-PP003	224	SF	DETECTABLE WARNINGS, PER PLANS		
613-D006	2	EACH	ADJUSTMENT OF WATER METER		
614-B002	286	SY	CONCRETE DRIVEWAY, WITH REINFORCEMENT, 6-INCH THICKNESS		
907-618-A001	1	LS	MAINTENANCE OF TRAFFIC	XXXX	
907-618-B001	1	SF	ADDITIONAL CONSTRUCTION SIGNS	\$10.00	\$10.00
620-A001	1	LS	MOBILIZATION	XXXX	
630-A001	40	SF	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS		
630-C004	44	LF	STEEL U-SECTION POSTS, 3.0 TO 3.5 LB/FT		
907-699-A002	1	LS	ROADWAY CONSTRUCTION STAKES	XXXX	
815-B001	100	SQ. YD.	GROUTED RIPRAP, SIZE 100		
818-E001	300	SQ. YD.	GEOTEXTILE UNDER RIPRAP		
1500-A001	1	LS	CONSTRUCTION OF DECORATIVE AWNING	XXXX	
1500-A001	1	LS	CONSTRUCTION OF EARTH MOUND CAR STOP	XXXX	
907-626-G004	1952	LF	THERMOPLASTIC DETAIL STRIPE, WHITE		
907-626-H005	10	SF	THERMOPLASTIC LEGEND, WHITE		
TOTAL BID					

SECTION 905 PROPOSAL (Bid Sheet No. 5-5)

PROJECT NUMBER: STP-8771-00(002) LPA / 106943-701000

COUNTY: FORREST

PROJECT DESCRIPTION: PATHWAY IMPROVEMENTS FROM TRAIN DEPOT TO CHAIN PARK

COMPLETE ITEM NOS. 1, 2 AND/OR 3 AS APPROPRIATE, SEE NOTICE TO BIDDERS NO. 5266 AND SUPPLEMENT.

1. I/We agree that no less than _____ percent shall be expended with small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE and WBE).
2. Classification of Bidder: Small Business (DBE) ☐ Small Business (WBE) ☐
3. A joint venture with a Small Business (DBE/WBE): YES ☐

*** SIGNATURE STATEMENT***

BIDDER ACKNOWLEDGES THAT HE/SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY AND CERTIFY THAT THE FIGURES SHOWN THERIN CONSTITUTE THEIR OFFICIAL BID.

BIDDER'S SIGNATURE

**Certification with regard to the Performance of Previous
Contracts or Subcontracts subject to the Equal Opportunity
Clause and the filing of Required Reports**

The Bidder _____, proposed Subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he has _____, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

(COMPANY)

BY _____

(TITLE)

DATE: _____

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and Subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such Contractors submit a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION**NON-COLLUSION AFFIDAVIT**
(Execute in duplicate)

State of Mississippi

County of _____

I, _____,
(Name of person signing certification)individually, and in my capacity as _____ of
(Title)_____ do hereby certify under
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that _____

_____, Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. _____

in _____ County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and
- d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

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

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on _____

Signature

(11/23/92F)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION**NON-COLLUSION AFFIDAVIT**
(Execute in duplicate)

State of Mississippi

County of _____

I, _____,
(Name of person signing certification)individually, and in my capacity as _____ of
(Title)_____ do hereby certify under
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that _____

_____, Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. _____

in _____ County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and
- d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

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

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on _____

Signature

(11/23/92F)

LOCAL PUBLIC AGENCY (LPA)

SECTION 902

CONTRACT FOR _____
LOCATED IN THE COUNTY OF _____
STATE OF MISSISSIPPI,

This contract entered into by and between the Local Public Agency _____
_____ (hereinafter "LPA") on one hand, and the undersigned contractor, on the other
witnesseth;

That, in consideration of the payment by the LPA of the prices set out in the proposal hereto attached, to the undersigned contractor, such payment to be made in the manner and at the time of times specified in the specifications and the special provisions, if any, the undersigned contractor hereby agrees to accept the prices stated in the proposal in full compensation for the furnishing of all materials and equipment and the executing of all the work contemplated in this contract.

It is understood and agreed that the advertising according to law, the Advertisement, the instructions to bidders, the proposal for the contract, the specifications, the revisions of the specifications, the special provisions, and also the plans for the work herein contemplated, said plans showing more particularly the details of the work to be done, shall be held to be, and are hereby made a part of this contract by specific reference thereto and with like effect as if each and all of said instruments had been set out fully herein in words and figures.

It is further agreed that for the same consideration the undersigned contractor shall be responsible for all loss or damage arising out of the nature of the work aforesaid; or from the action of the elements and unforeseen obstructions or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work, exceptions being those specifically set out in the contract; and for faithfully completing the whole work in good and workmanlike manner according to the approved Plans, Specifications, Special Provisions, Notice(s) to Bidders and requirements of the LPA.

It is further agreed that the work shall be done under the direct supervision and to the complete satisfaction of the LPA or their authorized representatives, and when Federal Funds are involved subject to inspection at all times and approval by the Mississippi Department of Transportation or Federal Highway Administration, or its agents as the case may be, or the agents of any other Agency whose funds are involved in accordance with those Acts of the Legislature of the State of Mississippi approved by the Governor and such rules and regulations issued pursuant thereto by the Mississippi Transportation Commission and the authorized Federal Agencies.

The Contractor agrees that all labor as outlined in the Special Provisions may be secured from list furnished by

Manager, WIN Job Center nearest the project

It is agreed and understood that each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and, if through mere mistake or otherwise any such provision is not inserted, then upon the application of either party hereto, the contract shall forthwith be physically amended to make such insertion.

The Contractor agrees that he has read each and every clause of this Contract, and fully understands the meaning of same and that he will comply with all the terms, covenants and agreements therein set forth.

Witness our signatures this the ____ day of _____, 20____.

Contractor(s)

By _____

Title _____

Signed and sealed in the presence of:
(Names and address of witnesses)

By _____

LPA Official

LPA Clerk

Award authorized by the LPA in session on the ____ day of _____, 20____, as recorded _____

LOCAL PUBLIC AGENCY (LPA)

S E C T I O N 9 0 3
PERFORMANCE AND PAYMENT BOND

CONTRACT BOND FOR _____

LOCATED IN THE COUNTY OF _____

STATE OF MISSISSIPPI,

Know all men by these presents: that we, _____
(Contractor)

(hereinafter "Principal"), a _____

residing at _____ in the State of _____

and _____
(Surety)

residing at _____ in the State of _____

authorized to do business in the State of Mississippi, under the laws thereof, as surety, are held and firmly bound

unto the Local Public Agency _____, (hereinafter

"LPA"), in the sum of _____

(\$ _____) Dollars, lawful money of the United States of America, to be

paid to it for which payment well and truly to be made, we bind ourselves, our heirs, administrators, successors, or

assigns jointly and severally by these presents.

The conditions of this bond are such, that whereas the said Principal, has (have) entered into a contract with the

LPA, bearing the date of _____ day of _____ A.D. _____ hereto annexed, for the

construction of certain project(s) in the State of Mississippi as mentioned in said contract in accordance with the

Contract Documents therefor, on file in the offices of the LPA.

Now therefore, if the above bounden Principal in all things shall stand to and abide by and well and truly observe, do keep and perform all and singular the terms, covenants, conditions, guarantees and agreements in said contract, contained on his (their) part to be observed, done, kept and performed and each of them, at the time and in the manner and form and furnish all of the material and equipment specified in said contract in strict accordance with the terms of said contract which said plans, specifications and special provisions are included in and form a part of said contract and shall maintain the said work contemplated until its final completion and acceptance as specified in Subsection 109.11 of the approved specifications, and save harmless said LPA from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said principal (s), his (their) agents, servants, or employees in the performance of said work or in any manner connected therewith, and shall be liable and responsible in a civil action instituted by the LPA at the instance of any officer of the LPA authorized in such cases, for double any amount in money or property, the LPA may lose or be overcharged or otherwise defrauded of, by reason of wrongful or criminal act, if any, of the

LOCAL PUBLIC AGENCY (LPA)

Contractor(s), his (their) agents or employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages, any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the LPA Official, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

_____	_____
(Contractors) Principal	Surety
By _____	By _____
	(Signature) Attorney in Fact
	Address: _____

Title _____	_____
(Contractor's Seal)	(Printed) Mississippi Agent

	(Signature) Mississippi Agent
	Address: _____

	(Surety Seal)

	Mississippi Insurance ID Number

Date 10/8/15

**Guidance for Federal Spending Transparency:
Subaward and Executive Compensation Data
Reporting Requirements for FFATA Implementation**

Summary

1. Prime awardees and sub awardees of Federal financial assistance must report executive compensation data if they meet the statutory reporting thresholds. For the Federal-aid Highway Program, this means that the State, and any subawardees of Federal-aid funds through the State, is subject to the executive compensation reporting requirement.

- names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

Background

Beginning October 1, 2010, guidance directs compliance with the Transparency Act to report prime and first-tier subaward data. Federal agencies and prime awardees will report to ensure disclosure of Federal contract and grant subaward and executive compensation data.

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and sub-grants.

Specifically, the Transparency Act's section 2(b)(1) requires the Office of Management and Budget ("OMB") to ensure the establishment of a publicly available website that contains the following information about each Federal award:

- name of the entity receiving the award;
- amount of the award;
- information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number, program source, award title descriptive of the purpose of each funding action;

- location of the entity receiving the award and primary location of performance under the award, including city, State, congressional district, and country;
- unique identifier of the entity receiving the award and the parent entity of the recipient, should the entity be owned by another entity; and
- names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

LPA PROJECT

DISADVANTAGED BUSINESS ENTERPRISE LIST

PROJECT NUMBER :

NAME OF DBE FIRM:

☐ RACE CONSCIOUS ☐ RACE NEUTRAL

COUNTY:

CITY :

A	B	C
REFERENCE NUMBER OF ITEMS	PERCENT WORK SUBCONTRACTED , (SEE NOTE 4 & 5 BELOW)	VALUE OF ITEM (SUBCONTRACTED , MANUFACTURED OR SUPPLIED)
TOTAL		
PER CENT OF TOTAL BID		

*** I ACKNOWLEDGE AND COMMIT TO THE ITEMS AND PRICES STATED ABOVE. ***

SIGNATURE OF DBE

SIGNATURE OF PRIME

DATE APPROVED:

Prime Contractor Firm Name

APPROVED BY:

LPA Project Director Name (Printed)

Submitted By Name

LPA Project Director (Signature)

TITLE

I AGREE TO SUBCONTRACT OR PURCHASE MATERIAL FROM THE DBE FIRM LISTED ABOVE AND I MAKE THIS COMMITMENT WITH THE UNDERSTANDING THAT IF I FAIL FOR GOOD REASON TO FULFILL THIS COMMITMENT I HAVE LISTED I WILL FULFILL THE TERMS OF MY CONTRACT AS LONG AS I REACH OR EXCEED THE CONTRACT GOAL OF %.

INSTRUCTIONS :

1. SUBMIT THIS FORM TO THE **LPA Project Director** **FOR THEIR SIGNATURE** NO LATER THAN THE THIRD (3) CALENDER DAY AFTER THE OPENING OF THE BIDS.
2. 60 % CREDIT IS ALLOWED TOWARD THE DBE GOAL FOR SUPPLIERS.
3. THE ACTUAL SUBCONTRACT AGREEMENT MUST EQUAL OR EXCEED THE DOLLAR AMOUNT SHOWN IN COLUMN " C " .
4. IF THE DBE FIRM PERFORMS " ALL OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM ENTER 100 % IN COLUMN " B " .
5. IF THE DBE FIRM PERFORMS " A PORTION OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM THE PERCENTAGE IS CALCULATED BASED ON THE TOTAL VALUE OF THE ITEM AND ENTERED IN COLUMN " B " . A BREAKDOWN OF THE COST MUST ACCOMPANY THIS SITUATION.

LPA PROJECT

DISADVANTAGED BUSINESS ENTERPRISE LIST

PROJECT NUMBER :

NAME OF DBE FIRM:

☐ RACE CONSCIOUS ☐ RACE NEUTRAL

COUNTY:

CITY :

A	B	C
REFERENCE NUMBER OF ITEMS	PERCENT WORK SUBCONTRACTED , (SEE NOTE 4 & 5 BELOW)	VALUE OF ITEM (SUBCONTRACTED , MANUFACTURED OR SUPPLIED)
TOTAL		
PER CENT OF TOTAL BID		

*** I ACKNOWLEDGE AND COMMIT TO THE ITEMS AND PRICES STATED ABOVE. ***

SIGNATURE OF DBE

SIGNATURE OF PRIME

DATE APPROVED:

Prime Contractor Firm Name

APPROVED BY:

LPA Project Director Name (Printed)

Submitted By Name

LPA Project Director (Signature)

TITLE

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LPA PROJECT

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PROJECT NUMBER :

NAME OF DBE FIRM:

☐ RACE CONSCIOUS ☐ RACE NEUTRAL

COUNTY:

CITY :

A	B	C
REFERENCE NUMBER OF ITEMS	PERCENT WORK SUBCONTRACTED , (SEE NOTE 4 & 5 BELOW)	VALUE OF ITEM (SUBCONTRACTED , MANUFACTURED OR SUPPLIED)
TOTAL		
PER CENT OF TOTAL BID		

*** I ACKNOWLEDGE AND COMMIT TO THE ITEMS AND PRICES STATED ABOVE. ***

SIGNATURE OF DBE

SIGNATURE OF PRIME

DATE APPROVED:

Prime Contractor Firm Name

APPROVED BY:

LPA Project Director Name (Printed)

Submitted By Name

LPA Project Director (Signature)

TITLE

I AGREE TO SUBCONTRACT OR PURCHASE MATERIAL FROM THE DBE FIRM LISTED ABOVE AND I MAKE THIS COMMITMENT WITH THE UNDERSTANDING THAT IF I FAIL FOR GOOD REASON TO FULFILL THIS COMMITMENT I HAVE LISTED I WILL FULFILL THE TERMS OF MY CONTRACT AS LONG AS I REACH OR EXCEED THE CONTRACT GOAL OF %.

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LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: _____
County: _____

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
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_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

SUBMITTED BY (Signature)

FIRM NAME

Submit this form to the **LPA as a part of your bid package**. If this form is not **signed** and included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504.

Please make copies of this form when needed and also add those copies to the bid package.

LPA PROJECT

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Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
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Firm Mailing Address _____
Phone Number: _____
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SUBMITTED BY (Signature)

FIRM NAME

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Please make copies of this form when needed and also add those copies to the bid package.

Appendix A

Railroad Permit

THIS AGREEMENT, made and entered into by and between

THE ALABAMA GREAT SOUTHERN RAILWAY COMPANY, an Alabama corporation, hereinafter styled "Railway"; and

CITY OF HATTIESBURG, a municipality of the State of Mississippi, hereinafter referred to as "City";

W I T N E S S E T H:

WHEREAS, CITY, at its own cost and expense, has found it necessary to construct a shared-use pathway within the right of way or property of Railway (hereinafter "Project"), in the vicinity of Railway Milepost NO-84.50, at or near **HATTIESBURG, Forrest County, Mississippi** located substantially as shown upon print of Drawing marked Exhibit A, attached hereto and made a part of this Agreement; and

WHEREAS, the Railroad is willing to permit the Project upon railroad right of way, but upon the terms and conditions hereinafter expressed and contained

NOW THEREFORE, the PARTIES HERETO agree as follows:

SECTION 1. Before this agreement shall be in force and effect, the plans shall meet the approval of the parties hereto, and upon such written approval shall become a part of this agreement by reference.

SECTION 2. The parties hereto shall construct or cause to be constructed, in substantial accordance with the approved plans, specifications and special provisions, the following items of work:

A. The following items shall be let in contract by CITY after competitive bidding as provided by law, at Project expense, subject to the provision of this agreement:

1. Grading, draining and paving the project, including constructing any necessary side drives and approaches.
2. Construction of structure to protect the public from any ballast or other debris falling from Railway right of way.
3. Erection of fencing needed to keep public off of Railway right of way.

CITY's work shall be awarded to a competent and experienced contractor(s) who has (have) adequate equipment, organization and finances, and Railway shall be notified of the contractor(s) receiving such award for all work affecting Railway's interest.

B. The following items shall be done or caused by Railway with its own forces, at Project expense, subject to the provisions of this agreement:

1. All temporary and permanent alterations or relocations of communication and signal wire lines, signals and railroad appurtenances on its right-of-way as may be necessitated by the Project
2. The furnishing of switchtenders, flagmen, watchmen and other protective services and devices to promote safety and insure continuity of train operation as may be necessary in connection with the work performed by Railway's forces and CITY's contractor(s).

3. Construction engineering inspection services and accounting

CITY to reimburse 100% of the Railway's actual cost for the force account work in connection with the Project, including but not limited to the expenditures herein expressly described. The cost of said items to be performed by Railway in connection with the Project has been included in Exhibit B attached and made a part hereof.

SECTION 3. Any work not specifically provided for in Section 2 shall be done by one of the parties hereto as may be mutually agreed upon from time to time during the progress of the work.

SECTION 4. No changes shall be made on any approved plans, specifications or special provisions by either party hereto without the consent of the other party, in writing.

SECTION 5. All work performed under this Agreement shall be in accordance with "Special Provisions For Protection Of Railway Interest," marked Exhibit C, which is attached hereto and made a part hereof by reference.

CITY will require its contractor(s) to use Railway personnel to protect railroad traffic made necessary or occasioned by his operations, as set forth in special provisions to be approved by the parties hereto, which are more specifically set for in "Exhibit C".

Railway agrees to furnish CITY's contractor(s) at Project expense, and CITY shall require its contractor(s) to use such switchtenders, flagmen, telegraph operators, pilots, watchmen or other protective services and devices, other than engineering personnel, as in the opinion of Railway are required to promote the safety and insure continuity of railroad traffic during the contractor(s) operations.

Railway agrees to bill CITY as part of its regular force account work the actual cost for such protective services and devices including the actual rate of pay, plus the amount paid for overtime, insurance, railroad retirement, vacation allowances, holidays, health and welfare, transportation, deadhead and turn around time, accounting and billing.

CITY agrees to reimburse Railway for said protective services and devices as a part of its regular force account work as set forth in this Agreement.

SECTION 6. Railway, to the extent that its title enables it so to do, and without warranty, hereby grants unto CITY and its contractor the right to perform Project upon and adjacent to the right of way or property of Railway, at the aforescribed location; RESERVING, however, unto Railway the right to continue to maintain, repair, renew and operate its railway and appurtenances, and to construct such additional tracks and other railway facilities, and to maintain, repair, renew and operate the same as in the judgment of Railway may be requisite; it being understood that if Railway elects or is required to construct any additional tracks or other structures or facilities thereon and shall find it necessary to disturb the Project or any portion of the development located within the limits of said right of way in so doing, CITY will, at CITY's own cost and expense, upon notice in writing so to do served upon it by Railway, make such changes to the Project or development as may be necessary to accommodate the work of Railway.

SECTION 7. The CITY shall have general charge of the engineering work on the Project, but Railway shall provide such engineering services as Railway may require. Nothing herein shall deny Railway the right to place inspectors on work being done on its property or facilities. The costs for such services shall be borne by CITY.

SECTION 8. Subsequent to the award of any contract(s), and before any work is started on this Project, a conference shall be held between the representatives of CITY, Railway, and the interested contractor(s), at a time and place as designated by CITY's representative, for the purpose of coordinating the work to be performed by the several parties, and at which time a schedule of operations will be adopted.

SECTION 9. CITY shall require its contractor(s) at all times to use all reasonable care and diligence and to cooperate with the officials of Railway in order to avoid accidents, damage or unnecessary delay to or interference with trains upon the tracks of Railway.

In the event that delays or difficulties arise in securing necessary approvals or in securing necessary rights of way or settling damages or damage claims which, in the opinion of CITY, render it impracticable to utilize funds from the current appropriation for the construction of the Project, CITY may serve formal notice of cancellation of this agreement upon Railway and this agreement shall, with the exception of the obligations set forth in the following sentence, become null and void. CITY shall reimburse Railway for all costs and expenses incurred by it at the request of CITY, on account of the Project prior to such cancellation and shall restore Railway's property to the condition existing prior to the initiation of the Project construction.

SECTION 10. CITY shall require the contractor(s), before entering upon Railway's right-of-way for performance of any construction work, or work preparatory thereto, to notify the authorized representative of Railway for the occupancy and use of Railway's right-of-way outside the limits of the structure, and to comply with his recommendations relative to the requirements for railroad clearances, operation and general safety regulations.

SECTION 11. CITY shall acquire or settle all property, property rights and all damages to property affected by the Project. The cost of said property, property rights and damages to property shall be included as part of the Project expense.

SECTION 12. Railway may bill CITY monthly or periodically for its force account work when cost exceeds \$1,000.00. Progressive invoices may be submitted for work done during the previous month or period showing the portion of estimated cost completed. A final bill covering actual cost of work and showing all details shall be submitted to CITY within ninety (90) days of completion of said work. CITY shall pay all bills within sixty (60) days of receipt thereof. Final payment for all amounts due Railway shall be paid by CITY within sixty (60) days after the final audit has been made and approved.

SECTION 13. (a) To the extent permitted by the laws of Mississippi, CITY agrees to indemnify and hold Railway, and any other corporation controlling, controlled by or under common control with Railway, harmless from and against all loss, damage, liability or expense arising from injury or loss of life to any person or damage to any property while CITY is engaged in the work of constructing, improving, maintaining, or repairing the Project adjacent to and on the property of Railway as hereinabove provided.

(b) During the period of construction and/or improvement, or any period of maintenance, or repair, CITY and its contractor, if it employs one, shall procure and maintain, at their expense, in a form and with a company satisfactory to Railway, a policy of Commercial General Liability Insurance. Said policy shall have a minimum limit of not less than a combined single limit of \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. In addition, said policy shall be endorsed to name Railway as an additional insured and shall include a severability of interests provision. A

certificate of insurance certifying the existence of such insurance shall be furnished to Railway. This certificate shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without (30) days advance written notice to Railway.

(c) In addition, CITY or its contractor, if it employs one, shall procure, at its expense, and furnish to Railway a Railroad Protective Liability Insurance policy naming the Railway as the named insured. Said policy shall have minimum limits of not less than a combined single limit of \$2,000,000 each occurrence and \$6,000,000 in the aggregate for bodily injury and property damage liability, and physical damage to property. Said policy shall be underwritten by a company satisfactory to Railway on Insurance Services Offices Form No. CG 00 35 10 01. The original Railroad Protective Liability Insurance Policy shall be furnished to Railway.

(d) Evidence of such insurance (Certificate of Insurance for the Commercial General Liability Insurance and the original Railroad Protective Liability Insurance Policy) must be furnished to and approved by the Director Risk Management, Norfolk Southern Corporation, Three Commercial Place, Norfolk, Virginia 23510-2191, prior to occupancy of Railway's property or commencement of construction, improvement, maintenance, or repair on Railway's premises.

The above insurance provisions are more specifically set forth in "Exhibit D" which is attached to this agreement.

SECTION 14. The work provided for in the agreement shall be commenced by the parties hereto within thirty (30) days from the latter of the following: (1) the date on which this agreement becomes effective, (2) the date on which Railway has been notified by CITY to proceed, or (3) the date on which all funds necessary therefore on the part of CITY have been properly certified and made available; and it shall be completed within a reasonable time thereafter. Buying and assembling of materials shall be constructed as compliance with the foregoing thirty (30) day provision.

Upon completion of the Project herein contemplated, CITY, shall own and maintain the trail covered structure, maintain the approach trail, own and maintain all other trail facilities constructed or changed under the terms of this agreement. Railway will permit access onto its property to perform any maintenance by CITY on its facilities. Access to Railway's property for future maintenance will be subject to Railway's terms and conditions for temporary right of entry. Railway shall, at its own cost and expense, maintain, repair, and renew all of its facilities constructed or changed under the terms of this agreement. Railway will not be vested with any rights of ownership in trail covered structure, and will not have a duty to maintain trail covered structure, and will not, if the trail is abandoned, have a duty to remove the trail covered structure from the Railway right of way.

SECTION 15. CITY shall require its contractor(s), upon the completion of the work of said contractor(s), to remove from within the limits of Railway's right-of-way all machinery, equipment, surplus materials, false work, rubbish or temporary buildings of said contractor(s), and to leave the right-of-way upon which the said contractor(s) carried on operations in a neat condition, satisfactory to the authorized representative of Railway.

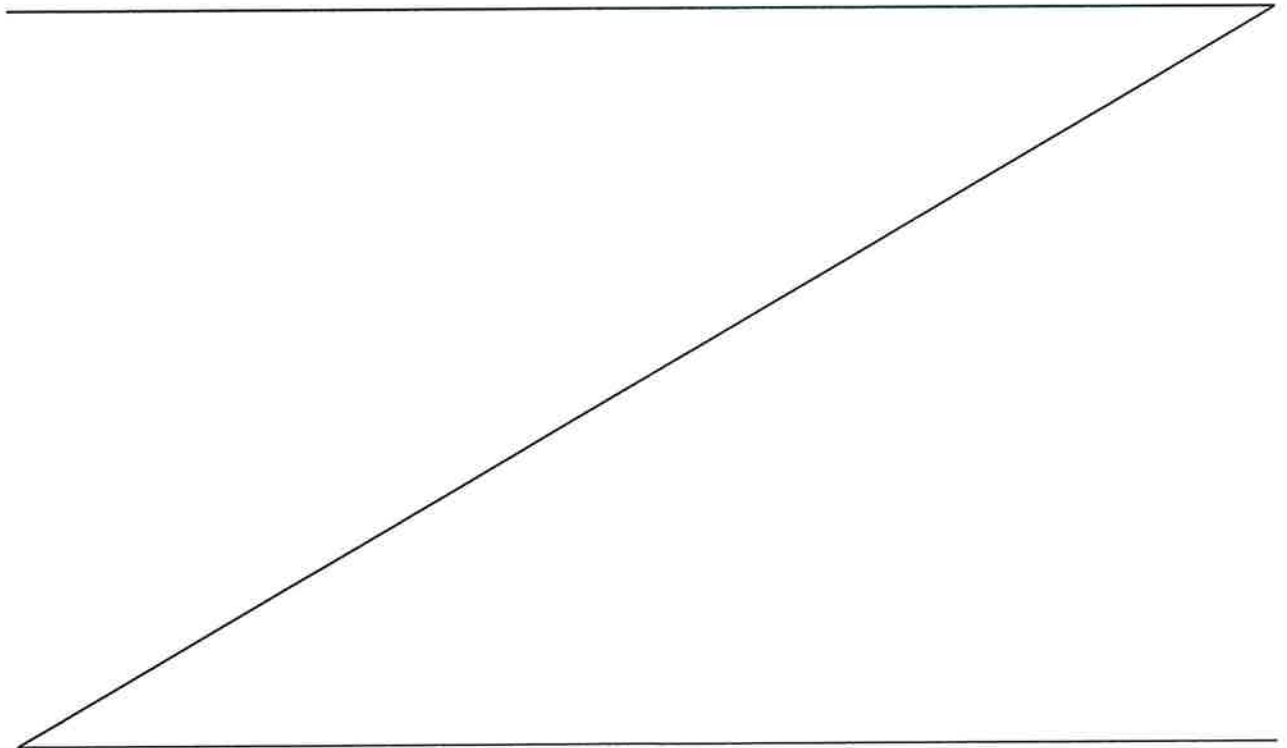
SECTION 16. Notwithstanding any other provision of this Agreement, it is mutually understood, agreed and covenanted that CITY accepts this Agreement as a mere license and assumes all risk of damage to its property by reason of its occupation of the premises herein described, caused by any defects therein or business carried on therein, if such loss, damage or injury is caused by the negligence of CITY, its officers, agents or employees.

SECTION 17. It is agreed that Railway shall be exempt from any and all charges or assessments of any kind or character on account of the location, construction and/or improvement or maintenance of the Railway facilities within the limits of the right of way or property of Railway, or on account of any other thing done or omitted to be done by CITY in connection therewith.

SECTION 18. The word "Railway" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by Railway. Said term also shall include Railway's officers, agents and employees, and any parent company, subsidiary or affiliate of Railway and their officers, agents and employees.

SECTION 19. The Project herein contemplated shall be subject to all appropriate Federal laws, rules, regulations, orders and approvals pertaining to all agreements, plans estimates, specifications, award of contract, acceptance of work and procedure in general. CITY will reimburse Railway as hereinbefore provided, for only such items of work and expense, and in such amounts and forms as are proper and eligible for payment.

SECTION 20. This Agreement may be terminated by either party hereto upon sixty (60) days' written notice to the other party. During said sixty-day period, CITY shall restore said premises to a condition satisfactory to Railway's chief engineering officer. CITY agrees to reimburse Railway for any and all costs of such work required to restore said premises to a condition satisfactory to Railway's chief engineering officer. No termination of this Agreement shall affect any liability incurred by either party hereto prior to the effective date of such termination.



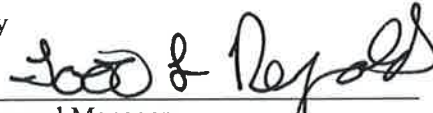
This Agreement shall take effect as of the 19th day of July, 2013.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each part being an original, as of the 4th day of June, 2013.

Witness:

**THE ALABAMA GREAT SOUTHERN
RAILWAY COMPANY**

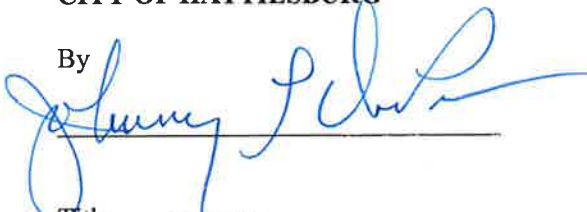

As to Railway

By 
General Manager

Witness:

CITY OF HATTIESBURG


As to CITY

By 
Title: Mayor



IN NEEL-SCHAFFER
Solutions you can build upon

Standard number

Q	DATE	IN	RECEIPTION	DIVISION	DATE IN QUOTATION
					N-5 PROJECT NO 8133001
					INTERNAL ***** INC
					DATE IN
					SUBJECT IN
					DATE **
					DATE **
					DATE 08/2012
					DATE
					DATE

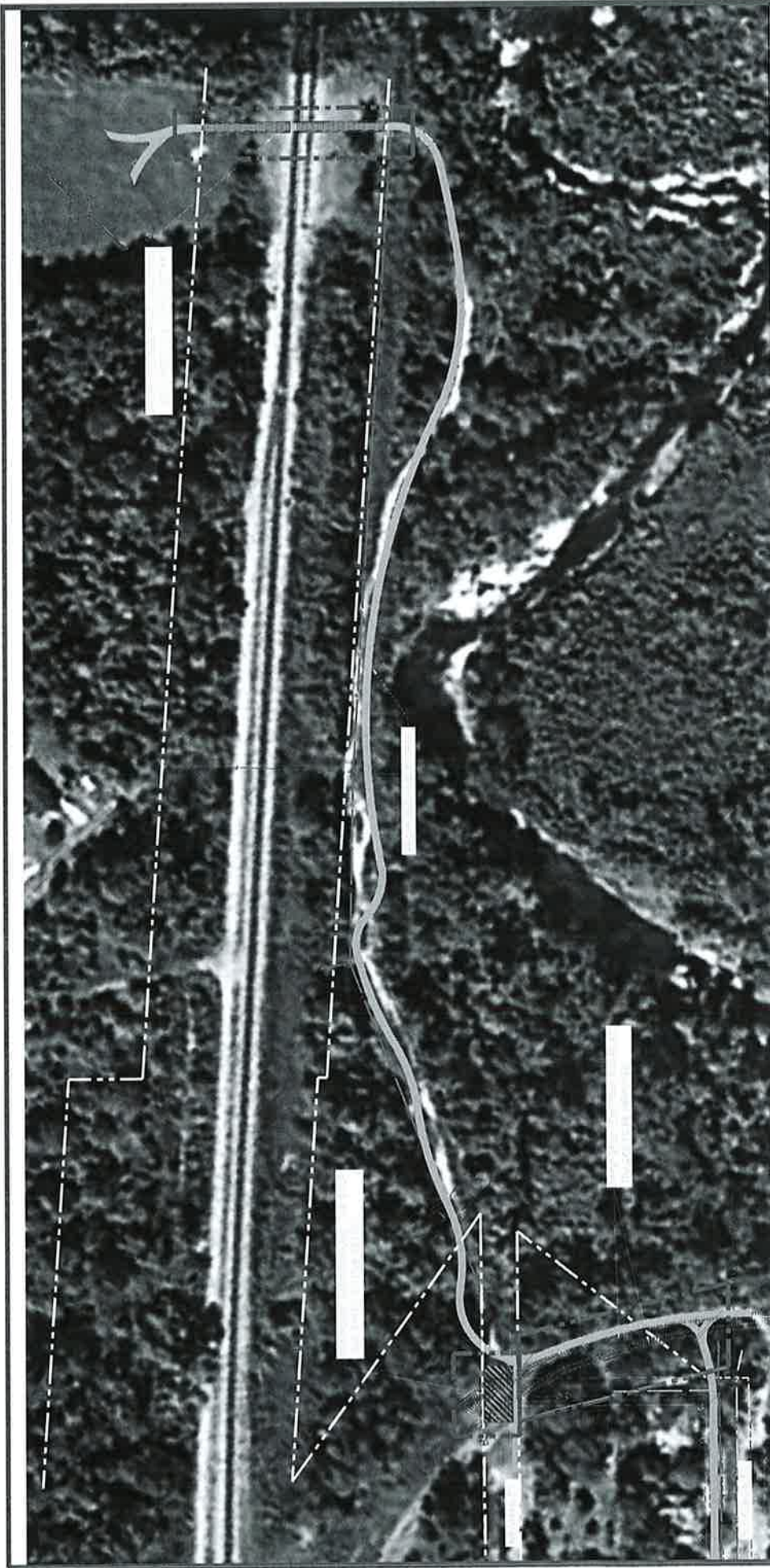


EXHIBIT A



LEGEND

DESCRIPTION	SYMBOL
SANITARY SEWER	—
POWER POLE	—
POWER LINE	—
GAS LINE	—
RAILROAD RIGHT OF WAY	—
PROPOSED TRAIL	—
RAILROAD CROSSING	—

NEEL-SCHAFFER
Solutions you can build upon

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REVISIONS

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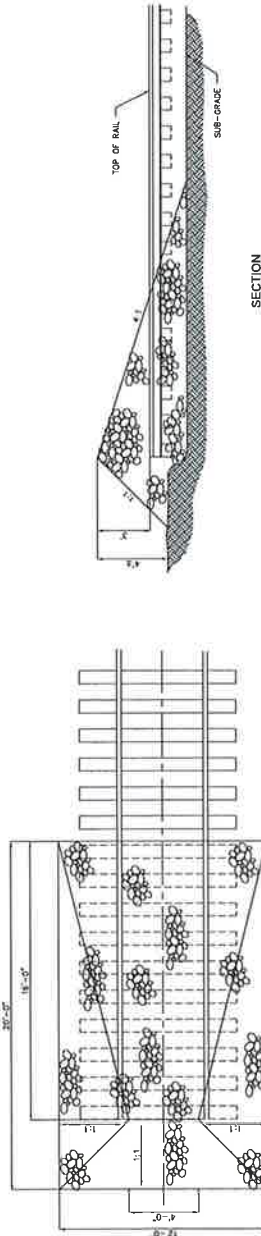
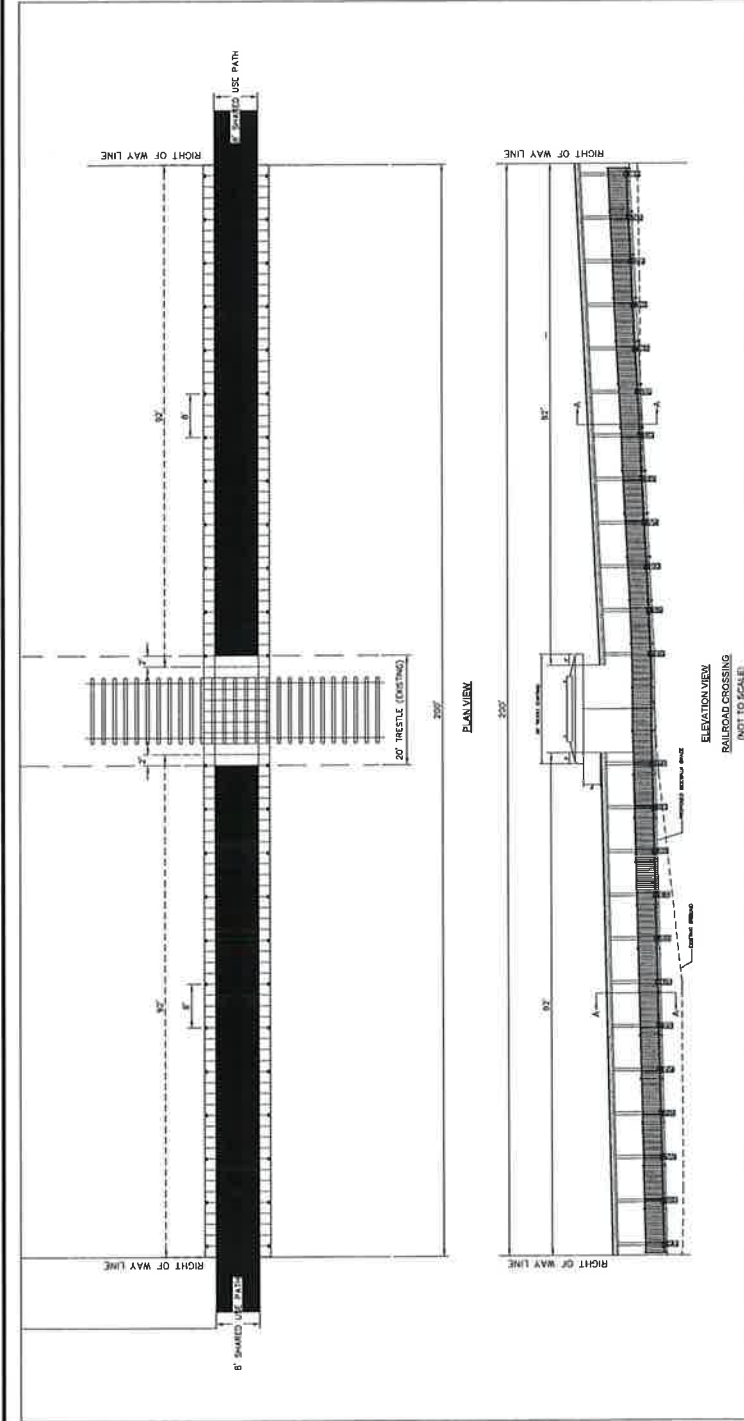


EXHIBIT A

NEEL-SCHAFER Solutions you can build upon		EXHIBIT 3 DETAILS																																																	
WORKING NUMBER: 4022-010		DRAWING NUMBER: 3																																																	
SHARED USE PATHWAY FROM NEWMAN-BUSCHMAN NEIGHBORHOOD TO CHAIN PARK CITY OF HATTIESBURG FORREST COUNTY, MS		NOTICE TO DRAWING HOLDER: NEEL-SCHAFER, INC. HEREBY CERTIFIES THAT THE ENGINEER HAS PREPARED AND TURNED THIS DRAWING TO THE PROJECT OWNER. ANY REUSE OF THIS DRAWING WITHOUT THE PROJECT OWNER'S WRITTEN PERMISSION IS PROHIBITED. THE USER SHALL INDEMNIFY AND HOLD NEEL-SCHAFER, INC. HARMLESS FROM ALL CLAIMS, DAMAGES AND LOSSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR RESULTING THEREFROM.																																																	
REVISIONS <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		NO.	DATE	BY	DESCRIPTION																					DRAWING INFORMATION <table border="1"> <thead> <tr> <th>W-T PROJECT NO.</th> <th>SCALE</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>833.001</td> <td>1"=10'</td> <td>06/20/2023</td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		W-T PROJECT NO.	SCALE	DATE	BY	833.001	1"=10'	06/20/2023																	
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EXHIBIT B

FORCE ACCOUNT ESTIMATE

Work to be Performed By:	Alabama Great Southern Railroad Company
For the Account of:	City of Hattiesburg
Project Description:	Pedestrian Trail Construction Underneath Leaf River Bridge
Location:	Hattiesburg, Forrest County Mississippi
Project No.:	4022-010
Milepost:	NO-84.5
Date:	May 17, 2013
File:	BR0011777

SUMMARY

ITEM A - Preliminary Engineering	1,512
ITEM B - Construction Engineering	2,789
ITEM C - Accounting	1,269
ITEM D - Flagging Services	6,430
ITEM E - Communications Changes	0
ITEM F - Signal & Electrical Changes	0
ITEM G - Track Work	0
ITEM H - T-Cubed	0
GRAND TOTAL	\$ 12,000

ITEM A - Preliminary Engineering

(Review plans and special provisions,
prepare estimates, etc.)

Labor:	10 Hours @ \$60 / hour=	600
Labor Additives:		472
Travel Expenses:		440
Services by Contract Engineer:		0
NET TOTAL - ITEM A		\$ 1,512

EXHIBIT B

ITEM B - Construction Engineering

(Coordinate Railway construction activities,
review contractor submittals, etc.)

Labor:	20 Hours @ \$60 / hour=	1,200
Labor Additives:		943
Travel Expenses:		646
Services by Contract Engineer:		0
NET TOTAL - ITEM B		\$ 2,789

ITEM C - Administration

Agreement Construction, Review and/or Handling:		1,000
Accounting Hours (Labor):	5 Hours @ \$30 / hour=	150
Accounting Additives:		119
NET TOTAL - ITEM C		\$ 1,269

ITEM D - Flagging Services

(During construction on, over,
under, or adjacent to the track.)

Labor:	Flagging Foreman	
	10 days @ 190.00 per day=	1,900
	(based on working 8 hours/day)	
Labor Additive:		3,530
Travel Expenses, Meals & Lodging:		
	10 days @ \$100/day=	1,000
NET TOTAL - ITEM D		\$ 6,430

ITEM E - Communications Changes

Material:		0
Labor:		0
Purchase Services:		0
Subsistence:		0
Additive:		0
NET TOTAL - ITEM E		\$ -

EXHIBIT B

ITEM F - Signal & Electrical Changes

Material:	0
Labor:	0
Purchase Services:	0
Other:	0

NET TOTAL - ITEM F	\$	-
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ITEM G - Track Work

Material:	0
Labor:	0
Additive:	0
Purchase Services:	0

NET TOTAL - ITEM G	\$	-
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ITEM H - T-CUBED

Lump Sum	\$	-
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NOTES

1. For all groups of CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is 185.81%. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
2. For all groups of NON-CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance is 78.59%. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
3. All applicable salvage items due the Department will be made available to it at the jobsite for its disposal.
4. The Force Account Estimate is valid for one (1) year after the date of the estimate (05/17/2013). If the work is not performed within this time frame the Railway may revise the estimate to (1) include work not previously indicated as necessary and (2) reflect changes in cost to perform the force account work.

Norfolk Southern – Special Provisions for Protection of Railway Interest

1. AUTHORITY OF RAILROAD ENGINEER AND DEPARTMENT ENGINEER:

The authorized representative of the Railroad Company, hereinafter referred to as Railroad Engineer, shall have final authority in all matters affecting the safe maintenance of Railroad traffic of his Company including the adequacy of the foundations and structures supporting the Railroad tracks. For Public Projects impacting Norfolk Southern, the Public Projects Engineer will serve as the Railroad Engineer.

The authorized representative of the Department, hereinafter referred to as the Department Engineer, shall have authority over all other matters as prescribed herein and in the Project Specifications.

2. NOTICE OF STARTING WORK:

A. Department's Prime contractor shall not commence any work on railroad rights-of-way until he has complied with the following conditions:

1. Given the Railroad written notice in electronic format to the Railroad Engineer, with copy to the Department Engineer who has been designated to be in charge of the work, at least ten days in advance of the date he proposes to begin work on Railroad rights-of-way.
2. Obtained written approval from the Railroad of Railroad Protective Liability Insurance coverage as required by paragraph 14 herein. It should be noted that Railroad Company does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad Company must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for Railroad Company to review.
3. Obtained Railroad's Flagger Services as required by paragraph 7 herein.
4. Obtained written authorization from the Railroad to begin work on Railroad rights-of-way, such authorization to include an outline of specific conditions with which he must comply.
5. Furnished a schedule for all work within the Railroad rights-of-way as required by paragraph 7.B.1.

B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

3. INTERFERENCE WITH RAILROAD OPERATIONS:

A. The Contractor shall so arrange and conduct his work that there will be no interference with Railroad operations, including train, signal, telephone and telegraphic services, or damage to the

EXHIBIT C

property of the Railroad Company or to poles, wires, and other facilities of tenants on the rights-of-way of the Railroad Company. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service shall be deferred by the Contractor until the flagging service or inspection service required by the Railroad is available at the job site.

- B. Whenever work within Railroad rights-of-way is of such a nature that impediment to Railroad operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct his operations so that such impediment is reduced to the absolute minimum.
- C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in his absence, the Railroad's Division Engineer, such provisions is insufficient, either may require or provide such provisions as he deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Department.
- D. "One Call" Services do not locate buried railroad utilities. The contractor shall contact the railroad's representative 2 days in advance of work at those places where excavation, pile driving, or heavy loads may damage railroad underground facilities. Upon request from the contractor or agency, railroad forces will locate and paint mark or flag railroad underground facilities. The contractor shall avoid excavation or other disturbances of these facilities. If disturbance or excavation is required near a buried railroad facility, the contractor shall coordinate with the railroad to have the facility potholed manually with careful hand excavation. The facility shall be protected by the contractor during the course of the disturbance under the supervision and direction of the railroad representative.

4. TRACK CLEARANCES:

- A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. If temporary clearances are not shown on the project plans, the following criteria shall govern the use of falsework and formwork above or adjacent to operated tracks.
 - 1. A minimum vertical clearance of 22'-0" above top of highest rail shall be maintained at all times.
 - 2. A minimum horizontal clearance of 13'-0" from centerline of tangent track or 14'-0" from centerline of curved track shall be maintained at all times. Additional horizontal clearance may be required in special cases to be safe for operating conditions. This additional clearance will be as determined by the Chief Engineer Bridges & Structures
 - 3. All proposed temporary clearances which are less than those listed above must be submitted to the Chief Engineer Bridges & Structures for approval prior to construction and must also be authorized by the regulatory body of the State if less than the legally prescribed clearances.

EXHIBIT C

4. The temporary clearance requirements noted above shall also apply to all other physical obstructions including, but not limited to: stockpiled materials, parked equipment, placement or driving of piles, and bracing or other construction supports.
 - B. Before undertaking any work within Railroad right-of-way, and before placing any obstruction over any track, the Contractor shall:
 1. Notify the Railroad's representative at least 72 hours in advance of the work.
 2. Receive assurance from the Railroad's representative that arrangements have been made for flagging service as may be necessary.
 3. Receive permission from the Railroad's representative to proceed with the work.
 4. Ascertain that the Department Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.
5. CONSTRUCTION PROCEDURES:
- A. General:
 1. Construction work and operations by the Contractor on Railroad property shall be:
 - a. Subject to the inspection and approval of the Railroad or their designated Construction Engineering Representative.
 - b. In accord with the Railroad's written outline of specific conditions.
 - c. In accord with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
 - d. In accord with these Special Provisions.
 2. Submittal Requirements
 - a. The contractor shall submit all construction related correspondence and submittals electronically to the Railroad Engineer.
 - b. The contractor shall allow for 30 days for the Railroad's review and response.
 - c. All work in the vicinity of the Railroad's property that has the potential to affect the Railroad's train operations or disturb the Railroad's Property must be submitted and approved by the Railroad prior to work being performed.
 - d. All submittals and calculations must be signed and sealed by a registered engineer licensed in the state of the project work.
 - e. All submittals shall first be approved by the Department Engineer and the Railroad Engineer, but such approval shall not relieve the Contractor from liability.

EXHIBIT C

- f. For all construction projects, the following submittals, but not limited to those listed below, shall be provided for review and approval when applicable:
 - i. General Means and Methods
 - ii. Roadway Protection
 - iii. Construction Excavation & Shoring
 - iv. Pipe, Culvert, & Tunnel Installations
 - v. Demolition Procedure
 - vi. Erection & Hoisting Procedure
 - vii. Debris Shielding or Containment
 - viii. Blasting
 - ix. Formwork for the bridge deck, diaphragms, overhang brackets, and protective platforms
 - x. Bent Cap Falsework. A lift plan will be required if the contractor want to move the falsework over the tracks.
- g. For Undergrade Bridges (Bridges carrying the Railroad) the following submittals in addition to those listed above shall be provided for review and approval:
 - i. Shop Drawings
 - ii. Bearing Shop Drawings and Material Certifications
 - iii. Concrete Mix Design
 - iv. Structural Steel, Rebar, and/or Strand Certifications
 - v. 28 day Cylinder Test for Concrete Strength
 - vi. Waterproofing Material Certification
 - vii. Test Reports for Fracture Critical Members
 - viii. Foundation Construction Reports

Fabrication may not begin until the Railroad has approved the required shop drawings.

- h. The Contractor shall include in all submissions a detailed narrative indicating the progression of work with the anticipated timeframe to complete each task. Work will not be permitted to commence until the Contractor has provided the Railroad with a satisfactory plan that the project will be undertaken without scheduling, performance or safety related issues. Submission shall also provide a listing of the anticipated equipment to be used, the location of all equipment to be used and insure a contingency plan of action is in place should a primary piece of equipment malfunction.

B. Roadway Protection

1. The Contractor shall submit the proposed roadway protection system detailing the specific filter fabric and anchorage system to be used during all construction activities.
2. The roadway protection is to extend 25' beyond the proposed limit of work, be installed at the start of the project and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.

C. Excavation:

EXHIBIT C

1. The subgrade of an operated track shall be maintained with edge of berm at least 10'-0" from centerline of track and not more than 24- inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case existing section will be maintained.
2. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.

D. Excavation for Structures and Shoring Protection:

1. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material.
2. All plans and calculations for shoring shall be prepared and signed by a Registered Professional Engineer, licensed in the state of the proposed project, in accordance with Norfolk Southern's Guidelines for Design of Grade Separation Structures, Section 1 – Overhead Grade Separation Design Criteria, subsection 4.E Construction Excavation. The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions.
3. The contractor shall provide a detailed installation and removal plan of the shoring components. Any component that will be installed via the use of a crane or any other lifting device shall be subject to the guidelines outlined in section 5.G.
4. The contractor shall be required to survey the track(s) and railroad embankment and provide a cross section of the proposed excavation in relation to the tracks.
5. Calculations for the proposed shoring should include deflection calculations. The maximum deflection for excavations within 18'-0" of the centerline of the nearest track shall be 3/8". For all other cases, the max deflection shall not exceed 1/2".
6. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.

E. Pipe, Culvert, & Tunnel Installations

- a. Pipe, Culvert, & Tunnel Installations shall be in accordance with the "Specifications for Pipeline Occupancy of Norfolk Southern Corporation Property (NSCE-8)."

F. Demolition Procedure

1. General
 - a. Demolition plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad

EXHIBIT C

right-of-way and within a distance of boom length plus 15'-0" from the centerline of track.

- b. Railroad tracks and other railroad property must be protected from damage during the procedure.
- c. A pre-demolition meeting shall be conducted with the Department, the Railroad Engineer or their representative, and the key contractor personnel prior to the start of the demolition procedure.
- d. The Railroad Engineer or his designated representative must be present at the site during the entire demolition procedure period.
- e. Existing, obsolete, bridge piers shall be removed to a sufficient depth below grade to enable restoration of the existing/proposed track ditch, but in no case less than 2'-0" below final grade.

2. Submittal Requirements

- a. In addition to the submittal requirements outlined in Section 5.A.2, the contractor shall submit the following for approval by the Railroad Engineer:
 - i. A plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or disposal locations shown. The location of all tracks and other railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
 - ii. Rating sheets showing cranes or lifting devices to be adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
 - iii. Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing structure showing complete and sufficient details with supporting data for the demolition of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
 - iv. The contractor shall provide a sketch of all rigging components from the crane's hook block to the beam. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the

EXHIBIT C

field shall not differ from what is shown on the final plan without prior review from the Department and the Railroad.

- v. A complete demolition procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- vi. Design and supporting calculations for the temporary support of components, including but not limited to the stability of the superstructure during the temporary condition, temporary girder tie-downs and falsework.

3. Overhead Demolition Debris Shield

- a. The demolition debris shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the superstructure over the track area to catch all falling debris.
- b. The demolition debris shield shall provide a minimum vertical clearance as specified in Section 4.A.1 or maintain the existing vertical clearance if the existing clearance is less than that specified in Section 4.A.1.
- c. The Contractor shall include the demolition debris shield installation/removal means and methods as part of the proposed Demolition procedure submission.
- d. The contractor shall submit the demolition debris shield design and supporting calculations for approval by the Railroad Engineer
- e. The demolition debris shield shall have a minimum design load of 50 pounds per square foot plus the weight of the equipment, debris, personnel, and other loads to be carried.
- f. The Contractor shall include the proposed bridge deck removal procedure in its demolition means and methods and shall verify that the size and quantity of the demolition debris generated by the procedure does not exceed the shield design loads.
- g. The contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Railroad Engineer.

4. Vertical Demolition Debris Shield

- a. A vertical demolition debris shield may be required for substructure removals in close proximity to the Railroad's track and other facilities, as determined by the Railroad Engineer.

G. Erection & Hoisting Procedures

1. General

EXHIBIT C

- a. Erection plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of boom length plus 15'-0" from the centerline of track.
- b. Railroad tracks and other railroad property must be protected from damage during the erection procedure.
- c. A pre-erection meeting shall be conducted with the Department, the Railroad Engineer or their representative, and the key contractor personnel prior to the start of the erection procedure.
- d. The Railroad Engineer or his designated representative must be present at the site during the entire erection procedure period.
- e. For field splices located over Railroad property, a minimum of 50% of the holes for each connection shall be filled with bolts or pins prior to releasing the crane. A minimum of 50% of the holes filled shall be filled with bolts. All bolts must be appropriately tightened.

2. Submittal Requirements

- a. In addition the submittal requirements outlined in Section 5.A.2, the contract shall submit the following for approval by the Railroad Engineer:
 - i. As-built beam seat elevations - All as-built bridge seats and top of rail elevations shall be furnished to the Railroad Engineer for review and verification at least 30 days in advance of the erection, to ensure that minimum vertical clearances as approved in the plans will be achieved.
 - ii. A plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or staging locations shown. The location of all tracks and other railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
 - iii. Rating sheets showing cranes or lifting devices to be adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
 - iv. Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the proposed structure showing complete and sufficient details with supporting data for the erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.

EXHIBIT C

- v. The contractor shall provide a sketch of all rigging components from the crane's hook block to the beam. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Department and the Railroad.
- vi. A complete erection procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- vii. Design and supporting calculations for the temporary support of components, including but not limited to temporary girder tie-downs and falsework.

H. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Department Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way radios.
 - c. No blasting shall be done without the presence of the Railroad Engineer or his authorized representative. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph 5.E.2.B) will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.
 - d. Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at his expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railway's authorized representative. If his actions result in delay of trains, the Contractor shall bear the entire cost thereof.
 - e. The blasting contractor shall have a copy of the approved blasting plan on hand while on the site.
 - f. Explosive materials or loaded holes shall not be left unattended at the blast site.

EXHIBIT C

- g. A seismograph shall be placed on the track shoulder adjacent to each blast which will govern the peak particle velocity of two inches per second. Measurement shall also be taken on the ground adjacent to structures as designated by a qualified and independent blasting consultant. The Railroad reserves the option to direct the placement of additional seismographs at structures or other locations of concern, without regard to scaled distance.
 - h. After each blast, the blasting contractor shall provide a copy of their drill log and blast report, which includes number of holes, depth of holes, number of decks, type and pounds of explosives used per deck.
 - i. The Railroad may require top of rail elevations and track centers taken before, during and after the blasting and excavation operation to check for any track misalignment resulting from the Contractor's activities.
- 2. The Railroad representative will:
 - a. Determine approximate location of trains and advise the Contractor the appropriate amount of time available for the blasting operation and clean up.
 - b. Have the authority to order discontinuance of blasting if, in his opinion, blasting is too hazardous or is not in accord with these special provisions.
- 3. The Contractor must hire, at no expense to the Railroad, a qualified and independent blasting consultant to oversee the use of explosives. The blasting consultant will:
 - a. Review the Contractor's proposed drilling and loading patterns, and with the blasting consultant's personnel and instruments, monitor the blasting operations.
 - b. Confirm that the minimum amounts of explosives are used to remove the rock.
 - c. Be empowered to intercede if he concludes that the Contractor's blasting operations are endangering the Railway.
 - d. Submit a letter acknowledging that he has been engaged to oversee the entire blasting operation and that he approves of the blasting plan.
 - e. Furnish copies of all vibration readings to the Railroad representative immediately after each blast. The representative will sign and date the seismograph tapes after each shot to verify the readings are for that specific shot.
 - f. Advise the Railroad representative as to the safety of the operation and notify him of any modifications to the blasting operation as the work progresses.
- 4. The request for permission to use explosives on the Railroad's Right-of-Way shall include a blasting proposal providing the following details:

EXHIBIT C

- a. A drawing which shows the proposed blasting area, location of nearest hole and distance to Railway structures, all with reference to the centerline of track.
- b. Hole diameter.
- c. Hole spacing and pattern.
- d. Maximum depth of hole.
- e. Maximum number of decks per hole.
- f. Maximum pounds of explosives per hole.
- g. Maximum pounds of explosives per delay.
- h. Maximum number of holes per detonation.
- i. Type of detonator and explosives to be used. (Electronic detonating devices will not be permitted). Diameter of explosives if different from hole diameter.
- j. Approximate dates and time of day when the explosives are to be detonated.
- k. Type of flyrock protection.
- l. Type and patterns of audible warning and all clear signals to be used before and after each blast.
- m. A copy of the blasting license and qualifications of the person directly in charge of the blasting operation, including their name, address and telephone number.
- n. A copy of the Authority's permit granting permission to blast on the site.
- o. A letter from the blasting consultant acknowledging that he has been engaged to oversee the entire blasting operation and that he approves of the blasting plan.
- p. In addition to the insurance requirements outlined in Paragraph 14, A certificate of insurance from the Contractor's insurer stating the amount of coverage for XCU (Explosive Collapse and Underground Hazard) insurance and that XCU Insurance is in force for this project.
- q. A copy of the borings and Geotechnical information or report.

I. Track Monitoring

- 1. At the direction of the Railroad Engineer, any activity that has the potential to disturb the Railroad track structure may require the contractor to submit a detailed track monitoring program for approval by the Railroad Engineer.
- 2. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. Railroad reserves the right to modify the survey locations and monitoring frequency as necessary during the project.

EXHIBIT C

3. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Railroad Engineer for analysis.
4. If any movement has occurred as determined by the Railroad Engineer, the Railroad will be immediately notified. Railroad, at its sole discretion, shall have the right to immediately require all contractor operations to be ceased and determine what corrective action is required. Any corrective action required by the Railroad or performed by the Railroad including the monitoring of corrective action of the contractor will be at project expense.

J. Maintenance of Railroad Facilities:

1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from his operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.
2. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches or other drainage facilities shall be installed to maintain adequate drainage, as approved by NS. Upon completion of the work, the temporary facilities shall be removed and the permanent facilities restored.
3. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

K. Storage of Materials and Equipment:

1. Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad Company without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad Company will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.
2. All grading or construction machinery that is left parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

L. Cleanup:

1. Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat condition satisfactory to the Chief Engineer of the Railroad or his authorized representative.

EXHIBIT C

6. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to his work, employees, servants, equipment and materials caused by Railroad traffic.
- B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

7. FLAGGING SERVICES:

A. Requirements:

- 1. Flagging services will not be provided until the contractor's insurance has been reviewed & approved by the Railroad.
- 2. Under the terms of the agreement between the Department and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are or are likely to be, working on the Railroad's right-of-way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.
- 3. Normally, the Railroad will assign one flagman to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) flagmen may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a flagman or flagmen may be required full time until the project has been completed.

B. Scheduling and Notification:

- 1. The Contractor's work requiring railroad flagging should be scheduled to limit the presence of a flagman at the site to a maximum of 50 hours per week. The Contractor shall receive Railroad approval of work schedules requiring a flagman's presence in excess of 40 hours per week.
- 2. Not later than the time that approval is initially requested to begin work on Railroad right-of-way, Contractor shall furnish to the Railroad and the Department a schedule for all work required to complete the portion of the project within Railroad right-of-way and arrange for a job site meeting between the Contractor, the Department, and the Railroad's authorized representative. Flagman or Flagmen may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.
- 3. The Contractor will be required to give the Railroad representative at least 10 working days of advance written notice of intent to begin work within Railroad right-of-way in accordance with this special provision. Once begun, when such work is then suspended at any time, or for any reason, the Contractor will be required to

EXHIBIT C

give the Railroad representative at least 3 working days of advance notice before resuming work on Railroad right-of-way. Such notices shall include sufficient details of the proposed work to enable the Railroad representative to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally, it shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagman, or flagmen are present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When flagging begins, the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 30 days to again obtain from the Railroad. Due to Railroad labor agreements, it is necessary to give 5 working days notice before flagging service may be discontinued and responsibility for payment stopped.

4. If, after the flagman is assigned to the project site, an emergency arises that requires the flagman's presence elsewhere, then the Contractor shall delay work on Railroad right-of-way until such time as the flagman is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Department or Railroad.

C. Payment:

1. The Department will be responsible for paying the Railroad directly for any and all costs of flagging which may be required to accomplish the construction.
2. The estimated cost of flagging is current rate per day based on a 10-hour work day. This cost includes the base pay for the flagman, overhead, and includes a per diem charge for travel expenses, meals and lodging. The charge to the Department by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required.
3. Work by a flagman in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1 and 1/2 times the appropriate rate. Work by a flagman in excess of 12 hours per day will result in overtime at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 and 1/2 times the normal rate.
4. Railroad work involved in preparing and handling bills will also be charged to the Department. Charges to the Department by the Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Flagging costs are subject to change. The above estimates of flagging costs are provided for information only and are not binding in any way.

D. Verification:

1. Railroad's flagman will electronically enter flagging time via Railroad's electronic billing system. Any complaints concerning flagging must be resolved in a timely manner. If the need for flagging is questioned, please contact Railroad's System Engineer - Public Improvements. All verbal complaints will be confirmed in writing by the Contractor within 5 working days with a copy to the Department's

EXHIBIT C

Engineer. Address all written correspondence electronically to Railroad's System Engineer - Public Improvements:

2. The Railroad flagman assigned to the project will be responsible for notifying the Department Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The Department Engineer will document such notification in the project records. When requested, the Department Engineer will also sign the flagman's diary showing daily time spent and activity at the project site.

8. HAUL ACROSS RAILROAD:

- A. Where the plans show or imply that materials of any nature must be hauled across a Railroad, unless the plans clearly show that the Department has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad. The Contractor or Agency will be required to bear all costs incidental to such crossings whether services are performed by his own forces or by Railroad personnel.
- B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad Company unless specific authority for its installation, maintenance, necessary watching and flagging thereof and removal, until a temporary private crossing agreement has been executed between the Contractor and Railroad. The approval process for an agreement normally takes 90-days.

9. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Department and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Department and/or the Railroad.
- B. Should the Contractor desire any changes in addition to the above, then he shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

10. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging his schedule he shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. No charge or claim of the Contractor against either the Department or the Railroad Company will be allowed for hindrance or delay on account of railway traffic; any work done by the Railway Company or other delay incident to or necessary for safe maintenance of railway traffic or for any delays due to compliance with these special provisions.

11. TRAINMAN'S WALKWAYS:

- A. Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking

EXHIBIT C

along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railway's protective service is provided shall be removed before the close of each work day. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed and must conform to AREMA and/or FRA standards.

12. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:

- A. The Contractor and/or the Agency's personnel authorized to perform work on Norfolk Southern's property as specified in Section 2 above are not required to complete Norfolk Southern Roadway Worker Protection Training; However the Contractor and the Agency's personnel must be familiar with Norfolk Southern's standard operating rules and guidelines, should conduct themselves accordingly, and may be removed from the property for failure to follow these guidelines.
- B. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Wearing of safety boots is strongly recommended. In the vicinity of at-grade crossings, it is strongly recommended that reflective vests be worn.
- C. No one is allowed within 25' of the centerline of track without specific authorization from the flagman.
- D. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
- E. No one is allowed to cross tracks without specific authorization from the flagman.
- F. All welders and cutting torches working within 25' of track must stop when train is passing.
- G. No steel tape or chain will be allowed to cross or touch rails without permission from the Railroad.

13. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHT-OF-WAY:

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from railroad official and flagman.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while train is passing.

EXHIBIT C

- F. No loads will be suspended above a moving train.
- G. No equipment will be allowed within 25' of centerline of track without specific authorization of the flagman.
- H. Trucks, tractors or any equipment will not touch ballast line without specific permission from railroad official and flagman. Orange construction fencing may be required as directed.
- I. No equipment or load movement within 25' or above a standing train or railroad equipment without specific authorization of the flagman.
- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.
- K. All equipment, loads and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.
- M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.
- N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.
- P. Prior to performing any crane operations, the contractor shall establish a single point of contact for the Railroad flagman to remain in communication with at all times. Person must also be in direct contact with the individual(s) directing the crane operation(s).

14. INSURANCE:

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:
 - 1. Commercial General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name Railroad specified in item A.2.c. below both as the certificate holder and as an additional insured, and shall include a severability of interests provision.
 - 2. Railroad Protective Liability Insurance having a combined single limit of not less than \$2,000,000 each occurrence and \$6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of

EXHIBIT C

\$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

3. The standards for the Railroad Protective Liability Insurance are as follows:

- a. The insurer must be rated A- or better by A.M. Best Company, Inc.
- b. The policy must be written using one of the following combinations of Insurance Services Office ("ISO") Railroad Protective Liability Insurance Form Numbers:
 - i. CG 00 35 01 96 and CG 28 31 10 93; or
 - ii. CG 00 35 07 98 and CG 28 31 07 98; or
 - iii. CG 00 35 10 01; or
 - iv. CG 00 35 12 04.
- c. The named insured shall read:

Norfolk Southern Railway Company
Three Commercial Place
Norfolk, Virginia 23510-2191
Attn: Risk Management
- d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Department project and contract identification numbers.
- e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number. NOTE: Do not include any references to milepost on the insurance policy.
- f. The name and address of the prime contractor must appear on the Declarations.
- g. The name and address of the Department must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."
- h. Other endorsements/forms that will be accepted are:
 - i. Broad Form Nuclear Exclusion – Form IL 00 21
 - ii. 30-day Advance Notice of Non-renewal or cancellation
 - iii. Required State Cancellation Endorsement
 - iv. Quick Reference or Index Form CL/IL 240
- i. Endorsements/forms that are NOT acceptable are:
 - i. Any Pollution Exclusion Endorsement except CG 28 31
 - ii. Any Punitive or Exemplary Damages Exclusion
 - iii. Known injury or Damage Exclusion form CG 00 59

EXHIBIT C

- iv. Any Common Policy Conditions form
- v. Any other endorsement/form not specifically authorized in item no. 2.h above.

- B. If any part of the work is sublet, similar insurance, and evidence thereof as specified in A.1 above, shall be provided by or on behalf of the subcontractor to cover its operations on Railroad's right of way.
- C. Prior to entry on Railroad right-of-way, the original Railroad Protective Liability Insurance Policy shall be submitted by the Prime Contractor to the Department at the address below for its review and transmittal to the Railroad. In addition, certificates of insurance evidencing the Prime Contractor's and any subcontractors' Commercial General Liability Insurance shall be issued to the Railroad and the Department at the addresses below, and forwarded to the Department for its review and transmittal to the Railroad. The certificates of insurance shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without (30) days advance written notice to Railroad and the Department. No work will be permitted by Railroad on its right-of-way until it has reviewed and approved the evidence of insurance required herein.

DEPARTMENT:

RAILROAD:

Risk Management
Norfolk Southern Railway Company
Three Commercial Place
Norfolk, Virginia 23510-2191

- D. The insurance required herein shall in no way serve to limit the liability of Department or its Contractors under the terms of this agreement.
- E. Insurance Submission Procedures
1. Norfolk Southern will only accept initial insurance submissions via US Mail or Overnight carrier to the address noted in C above. NS will NOT accept initial insurance submissions via email or faxes.
 2. Norfolk Southern requires the following two (2) forms of insurance in the initial insurance submission to be submitted under a cover letter providing details of the project and contact information:
 - a. The original or certified true copy of the railroad protective liability insurance policy.
 - b. The contractor's commercial general, automobile, and workers' compensation liability insurance certificate of liability insurance evidencing a combined single limit of a minimum of \$2M per occurrence of general and \$1M per occurrence of automobile liability insurance naming Norfolk Southern Railway Company, Three Commercial Place, Norfolk, VA 23510 as the certificate holder and as an additional insured on both the general and automobile liability insurance policy.
 3. Norfolk Southern does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Norfolk Southern must have the full original countersigned policy. Norfolk Southern understands that this can

EXHIBIT C

typically take a minimum of 30-45 days to receive for review. Please also note that mere receipt is not the only issue but review for compliance, which Norfolk Southern has 10 business days from receipt to respond.

15. FAILURE TO COMPLY:

- A. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:
 - 1. The Railroad Engineer may require that the Contractor vacate Railroad property.
 - 2. The Engineer may withhold all monies due the Contractor on monthly statements.
- B. Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Engineer.

16. PAYMENT FOR COST OF COMPLIANCE:

- A. No separate payment will be made for any extra cost incurred on account of compliance with these special provisions. All such costs shall be included in prices bid for other items of the work as specified in the payment items.

17. PROJECT INFORMATION

- A. Date: _____
- B. NS File No.: _____
- C. NS Milepost: _____
- D. Department's Project No.: _____

Appendix B

Norfolk Southern Checklist for Construction

Norfolk Southern Check List for Construction

* to be completed prior to the start of any work on Norfolk Southern right-of-way

Norfolk Southern Milepost/File #: _____

Sponsor/DOT File #: _____

Norfolk Southern Public Improvement Contact: _____

☐

Has contractor reviewed and agreed to be in compliance with the latest **Special Provisions for the Protection of Railway Interests**?

☐

Has **Insurance** been approved by Norfolk Southern Risk Management Department (Scott Dickerson)? Date Approved: _____

☐

Has a **Pre-Construction Meeting** been scheduled with a Norfolk Southern representative? Scheduled Date: _____

☐

Has a **Construction Right-of-Entry** been executed by contractor and Norfolk Southern? Date Fully Executed: _____

☐

Has a written **Authorization to Proceed** been issued by a Norfolk Southern representative? Date Issued _____

☐

Has a **Flagman** been assigned? Name/Phone # _____

Signed by DOT Representative

Date

Signed by Contractor

Date

Signed by NS Representative

Date

Melinda L. McGrath
Executive Director

P. O. Box 1850
Jackson, MS 39215-1850
Telephone (601) 359-7001
FAX (601) 359-7110
GoMDOT.com



James A. Williams, III
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Willie Huff
Director, Office of Enforcement
Charles R. Carr
Director, Office of Intermodal Planning

September 15, 2017

Honorable Toby Barker
Mayor, City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

RE: STP-8771-00(002)LPA/106943-701000
Forrest County

Dear LPA Official:

This is to advise that the Mississippi Transportation Commission has concurred in your request to award the contract for the construction of the subject project and you are hereby authorized to send the Notice of Award Letter and contract documents to Precision Construction LLC, Hattiesburg, MS. Upon execution of the contract, you are authorized to issue the Notice to Proceed/Notice of Execution to the contractor and copies of this Notice should be furnished to the Chief Engineer, State Local Public Agency Engineer, Materials Engineer and Construction Engineer, MDOT, Box 1850, Jackson, Mississippi 39215, and to the District Engineer P.O. Box 551, Hattiesburg, MS 39403 & District LPA Coordinator, 16499 Highway 49, Saucier, MS 39574. Prior approval by MDOT is required for any Supplemental Agreement and Quantity Adjustment to become part of this contract. See Chapter 7, Item 7.5 Supplemental Agreements in the on-line PDM (www.gomdot.com, Projects, Local Public Agencies).

The LPA's percentage share (20%) will be deducted from each monthly LPA-001 (Generated by MDOT's LPA Site Manager). The Construction Engineering Estimate will be generated in the LPA Division and will be e-mailed to your consultant (Neel-Schaffer, Inc.) to set up the monthly engineering progress estimate. The total project cost (consists of the low bid, the CE&I amount, and contingencies) for this project is \$640,039.00. Federal funds in the amount of \$518,373.00 will be applied toward this project. As a reminder, any cost exceeding the federal amount of \$518,373.00 will be borne by the LPA.

The CFDA number, **20.205-Highway Planning and Construction**, is to be used on the Schedule of Federal Expenditures to report the federal project expenditures incurred in the current fiscal year.

Your attention is respectfully directed to the on-line PDM as it pertains to engineering and supervision of the construction and sampling and testing of materials. Also, as contained in the PDM, it is requested that ten (10) copies of the executed proposal, contract documents, and half scale plans be furnished to this office for distribution. One of these copies must be certified by the LPA as a true and correct copy of the original.

Attached are the original OCR-481-LPA Forms for the referenced project. Copies of this original, approved form must be inserted into each of the executed contracts. The LPA must retain the Original OCR-481-LPA Form for their files.

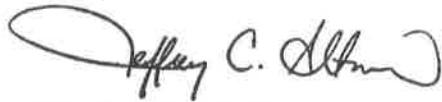
There are several forms used to monitor the contractor's progress in administering the Disadvantaged Business Enterprise requirements in this contract: OCR-482-LPA, OCR-483-LPA, OCR-484-LPA, OCR-487-LPA. If you have questions concerning usage of these forms and what you should do with them, you may contact the Civil Rights Division, Box 1850, Jackson, Mississippi, or @ (601) 359-7466.

Also, included in the attachments are the following forms:

- RPS-1 (Rev. 5-05) - Request for Permission to Subcontract, which we are recommending that LPA's utilize unless they have their own form. Please do not use the MDOT CAD-720 form.
- NRAA-1 (Rev 6-05) - Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246).
- SCC-1 (Rev. 12-02) - Sub-Contract Certification for Federal Aid Projects.

It will be necessary to hold a preconstruction conference **before the contract time is scheduled to begin** and **before the beginning of any construction** on this project. Please contact your District LPA Coordinator for the persons that should be included in attendance at the preconstruction conference.

Sincerely,



Jeffrey C. Altman, P. E.
State Engineer, Local Projects

JCA:phm

cc: Commissioner Tom King
Chief Engineer
Asst. Chief Engr.-Operations
Construction Engineer
Materials Division
District Engineer
Civil Rights DBE Coordinator
Federal Highway Administration

LPA Division
District LPA Coordinator (Seyfarth, Starita)

Neel-Schaffer, Inc.
Office File
Central File

\$529.780²

1. SUBMIT THIS FORM TO THE **LPA Project Director *FOR THEIR SIGNATURE*** NO LATER THAN THE THIRD (3) CALENDER DAY AFTER THE OPENING OF THE BIDS.
2. 60 % CREDIT IS ALLOWED TOWARD THE DBE GOAL FOR SUPPLIERS.
3. THE ACTUAL SUBCONTRACT AGREEMENT MUST EQUAL OR EXCEED THE DOLLAR AMOUNT SHOWN IN COLUMN " C "
4. IF THE DBE FIRM PERFORMS " ALL OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM ENTER 100 % IN COLUMN " B " .
5. IF THE DBE FIRM PERFORMS " A PORTION OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM THE PERCENTAGE IS CALCULATED BASED ON THE TOTAL VALUE OF THE ITEM AND ENTERED IN COLUMN " B " . A BREAKDOWN OF THE COST MUST ACCOMPANY THIS SITUATION.

LPA

Project No.

Description

County

City of Hattiesburg

STP-0210-00(026) LPA/106412-701000

Pathway Improvements from Train Depot to Chain Park

Forrest

Pay Item	Description	Quantity	Unit	Bid Price	Extension
620-A001	Mobilization	1	LS	49,500.00	49,500.00
	Mobilization - TCP	1	LS	2,980.00	2,980.00
	Mobilization - Precision Construction, LLC	1	LS	13,240.00	13,240.00
	Overhead & Profit	1	LS	3,500	3,500
	Tax & Bond	1	LS	29,780	29,780

LOCAL PUBLIC AGENCY (LPA)

SECTION 902

CONTRACT FOR Federal Aid Project No. STP-8771-00(002)LPA/106943-701000

LOCATED IN THE COUNTY OF Forrest

STATE OF MISSISSIPPI,

This contract entered into by and between the Local Public Agency City of Hattiesburg (hereinafter "LPA") on one hand, and the undersigned contractor, on the other witnesseth;

That, in consideration of the payment by the LPA of the prices set out in the proposal hereto attached, to the undersigned contractor, such payment to be made in the manner and at the time of times specified in the specifications and the special provisions, if any, the undersigned contractor hereby agrees to accept the prices stated in the proposal in full compensation for the furnishing of all materials and equipment and the executing of all the work contemplated in this contract.

It is understood and agreed that the advertising according to law, the Advertisement, the instructions to bidders, the proposal for the contract, the specifications, the revisions of the specifications, the special provisions, and also the plans for the work herein contemplated, said plans showing more particularly the details of the work to be done, shall be held to be, and are hereby made a part of this contract by specific reference thereto and with like effect as if each and all of said instruments had been set out fully herein in words and figures.

It is further agreed that for the same consideration the undersigned contractor shall be responsible for all loss or damage arising out of the nature of the work aforesaid; or from the action of the elements and unforeseen obstructions or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work, exceptions being those specifically set out in the contract; and for faithfully completing the whole work in good and workmanlike manner according to the approved Plans, Specifications, Special Provisions, Notice(s) to Bidders and requirements of the LPA.

It is further agreed that the work shall be done under the direct supervision and to the complete satisfaction of the LPA or their authorized representatives, and when Federal Funds are involved subject to inspection at all times and approval by the Mississippi Department of Transportation or Federal Highway Administration, or its agents as the case may be, or the agents of any other Agency whose funds are involved in accordance with those Acts of the Legislature of the State of Mississippi approved by the Governor and such rules and regulations issued pursuant thereto by the Mississippi Transportation Commission and the authorized Federal Agencies.

The Contractor agrees that all labor as outlined in the Special Provisions may be secured from list furnished by

Manager, WIN Job Center nearest the project

It is agreed and understood that each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and, if through mere mistake or otherwise any such provision is not inserted, then upon the application of either party hereto, the contract shall forthwith be physically amended to make such insertion.

The Contractor agrees that he has read each and every clause of this Contract, and fully understands the meaning of same and that he will comply with all the terms, covenants and agreements therein set forth.

Witness our signatures this the 17th day of October, 2017.

Precision Construction LLC
Contractor(s)

By [Signature]

Title President

Signed and sealed in the presence of:
(Names and address of witnesses)

[Signature]

15 CANTRELL DR. HATTIESBURG, MS 39402

By [Signature]

LPA Official

[Signature]

LPA Clerk

Award authorized by the LPA in session on the _____ day of _____, 20____, as recorded _____

LOCAL PUBLIC AGENCY (LPA)

Bond # 4799399

SECTION 903
PERFORMANCE AND PAYMENT BOND

CONTRACT BOND FOR Federal Aid Project No. STP-8771-00(002)LPA/106943-701000

LOCATED IN THE COUNTY OF Forrest

STATE OF MISSISSIPPI,

Know all men by these presents: that we, Precision Construction, LLC
(Contractor)

(hereinafter "Principal"), a Corporation

residing at 15 Chanticleer Drive, Hattiesburg, MS 39403 in the State of Mississippi

and Westfield Insurance Company

(Surety)

residing at 1 Park Circle, Westfield Center in the State of Ohio

authorized to do business in the State of Mississippi, under the laws thereof, as surety, are held and firmly bound unto the Local Public Agency city of Hattiesburg, (hereinafter "LPA"), in the sum of (**\$ five hundred twenty-nine thousand, seven hundred eighty and 00/100**) Dollars, lawful money of the United States of America, to be paid to it for which payment well and truly to be made, we bind ourselves, our heirs, administrators, successors, or assigns jointly and severally by these presents.

The conditions of this bond are such, that whereas the said Principal, has (have) entered into a contract with the LPA, bearing the date of _____ day of _____ A.D. 2017 hereto annexed, for the construction of certain project(s) in the State of Mississippi as mentioned in said contract in accordance with the Contract Documents therefor, on file in the offices of the LPA.

Now therefore, if the above bounden Principal in all things shall stand to and abide by and well and truly observe, do keep and perform all and singular the terms, covenants, conditions, guarantees and agreements in said contract, contained on his (their) part to be observed, done, kept and performed and each of them, at the time and in the manner and form and furnish all of the material and equipment specified in said contract in strict accordance with the terms of said contract which said plans, specifications and special provisions are included in and form a part of said contract and shall maintain the said work contemplated until its final completion and acceptance as specified in Subsection 109.11 of the approved specifications, and save harmless said LPA from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said principal (s), his (their) agents, servants, or employees in the performance of said work or in any manner connected therewith, and shall be liable and responsible in a civil action instituted by the LPA at the instance of any officer of the LPA authorized in such cases, for double any amount in money or property, the LPA may lose or be overcharged or otherwise defrauded of, by reason of wrongful or criminal act, if any, of the Contractor(s), his (their) agents or employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety

LOCAL PUBLIC AGENCY (LPA)

Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages, any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the LPA Official, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

Precision Construction, LLC

(Contractors) Principal

By 

Westfield Insurance Company

Surety

By 

(Signature) Attorney in Fact
Kimberly B. Barhum, Attorney-In-Fact

Address: 1 Park Circle

Westfield Center, OH 44251

Title President

(Contractor's Seal)

BancorpSouth Insurance Services - Kimberly B. Barhum

(Printed) Mississippi Agent



(Signature) Mississippi Agent

Address: P.O. Box 1976

Hattiesburg, MS 39403-1976

(Surety Seal)

10000598

Mississippi Insurance ID Number

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 03/29/16, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 2320202 13

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
DAVID R. FORTENBERRY, RICHARD T. JONES, MARY J. NORVAL, KIMBERLY B. BARHUM, JOINTLY OR SEVERALLY

of HATTIESBURG and State of MS its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 29th day of MARCH A.D., 2016.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 29th day of MARCH A.D., 2016, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 29th day of MARCH A.D., 2017



Frank A. Carrino, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/25/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Nowell Agency, Inc. 2010 Oak Grove Rd. Bldg. 1 Hattiesburg MS 39402		CONTACT NAME: Debbie Dearman PHONE (A/C, No, Ext): (601)268-8838 E-MAIL ADDRESS: debbie.dearman@nowellagency.com FAX (A/C, No): (601)268-2023															
INSURED PRECISION CONSTRUCTION LLC 348 S LAKE DR HATTIESBURG MS 39401-9495		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Nationwide Mutual Insurance Co.</td><td>23787N</td></tr><tr><td>INSURER B: Nationwide General Insurance Company</td><td>23760N</td></tr><tr><td>INSURER C: Nationwide Mutual Fire Insurance Company</td><td>23779N</td></tr><tr><td>INSURER D: Liberty Mutual Insurance Group</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Nationwide Mutual Insurance Co.	23787N	INSURER B: Nationwide General Insurance Company	23760N	INSURER C: Nationwide Mutual Fire Insurance Company	23779N	INSURER D: Liberty Mutual Insurance Group		INSURER E:		INSURER F:	
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INSURER D: Liberty Mutual Insurance Group																	
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** CL1792520265 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			ACPGLO5664801340	03/03/2017	03/03/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 MISC \$
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ACPBAG5664801340	03/03/2017	03/03/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comm Auto Plus Cov \$
	☒ UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			ACPCAF5664801340	03/03/2017	03/03/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 PER STATUTE ☐ OTH-ER ☐
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	N/A	WC5-35S-367262-036	12/07/2016	12/07/2017	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Hattiesburg
P O Box 1898

Hattiesburg

MS 39403

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jane D. Clark

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Nowell Agency, Inc. 2010 Oak Grove Rd. Bldg. 1 Hattiesburg MS 39402		CONTACT NAME: Debbie Dearman PHONE (A/C, No, Ext): (601)268-8838 E-MAIL ADDRESS: debbie.dearman@nowellagency.com FAX (A/C, No): (601)268-2023	
INSURED Norfolk Southern Railway Company 3 Commercial Place Norfolk VA 23510-2191		INSURER(S) AFFORDING COVERAGE INSURER A: Allied/Nationwide Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC #	

COVERAGES**CERTIFICATE NUMBER:** CL1792620278**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Railroad Protective GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:		TBA	09/22/2017	09/22/2018	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/OP AGG \$ Employee Benefits \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				
						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**Norfolk Southern Railway Company
3 Commercial Place

Norfolk

VA 23510-2191

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Hattiesburg, MS

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

Master

File Number: 2017-805

File ID: 2017-805

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 10/09/2017

Brief Title: Approve appraised values of land parcels for Temporary and Permanent Easements for the Forrest General - U. S. Highway 49 Project as fair market value and just compensation; authorize offers to owners and payment upon acceptance of offers.

Final Action: 10/17/2017

Minute Book Number: MB2017-431

Title:

Acknowledge receipt of appraised values for land parcels required for Temporary and Permanent Easements for the Forrest General - U. S. Highway 49 Project as detailed in attached Exhibit "F" and approve as fair market value and just compensation; Authorize attorney Hugh Keating of Dukes, Dukes, Keating and Faneca, P. A. to make offers to owners and to execute Establishment of Just Compensation Offers on behalf of the City of Hattiesburg; Authorize issuance of manual checks upon acceptance of offers.

Notes:

Agenda Date: 10/17/2017

Indexes:

Agenda Number: VI.-8

Sponsors:

Enactment Date:

Attachments: Chart of Estimated Just Compensation, Establishment of Just Compensation Offer Forms

Enactment Number:

Contact:

Meeting Date: 10/17/2017

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	10/17/2017	Acknowledge				Pass

Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Acknowledge receipt of appraised values for land parcels required for Temporary and Permanent Easements for the Forrest General - U. S. Highway 49 Project as detailed in attached Exhibit "F" and approve as fair market value and just compensation; Authorize attorney Hugh Keating of Dukes, Dukes, Keating and Faneca, P. A. to make offers to owners and to execute Establishment of Just Compensation Offers on behalf of the City of Hattiesburg; Authorize issuance of manual checks upon acceptance of offers.

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 2017-805

Title

Acknowledge receipt of appraised values for land parcels required for Temporary and Permanent Easements for the Forrest General - U. S. Highway 49 Project as detailed in attached Exhibit "F" and approve as fair market value and just compensation; Authorize attorney Hugh Keating of Dukes, Dukes, Keating and Faneca, P. A. to make offers to owners and to execute Establishment of Just Compensation Offers on behalf of the City of Hattiesburg; Authorize issuance of manual checks upon acceptance of offers.

Summary

Approve appraised values of land parcels for Temporary and Permanent Easements for the Forrest General - U. S. Highway 49 Project as fair market value and just compensation; authorize offers to owners and payment upon acceptance of offers.

Budget Information

072201.7230.34

Forrest General – US HWY 49 Project

Parcel	Property Owner(s)	Tax Parcel Number	Aerial View #	Lien(s)	Estimated Just Compensation/ Appraised Value	Fee Area	Easement T.E./Permanent
A	Forrest County General Hospital	2-039B-17-084.00	84		Fee \$18,060.00 T.E. \$ <u>9,675.00</u> \$27,735.00	1,128.69 sq. ft.	T. E. 2,210.54 sq.ft.
B	Jeanne H. Herring a/k/a Hallie Jeanne Harris Herring	2-039B-17-083.00	83		Fee \$ 7,915.00 T.E. \$ <u>3,080.00</u> \$10,995.00	494.68 sq.ft.	703.48 sq.ft.
C	Forrest County, Mississippi (for the use and benefit of Forrest County General Hospital) *Includes Parcels C, K, J & D	2-039B-17-074.00 2-039B-17-074.01 2-039B-17-074.02 2-039B-17-073.00 2-039B-17-072.00 2-039B-17-071.00 2-039B-17-070.00 2-039B-17-069.00 2-028O-08-265.00	74 269 290	Leasehold: Eagle Parking & Development, LLC Numerous Leasehold Liens – See Title Certificate Numerous UCC's – See Title Certificate	\$40,255.00	00.163 acres 7,142.02 sq.ft.	T.E. 00.128 acres 5,574.76 sq.ft.
D	South Mississippi Health Services, Inc.	2-039B-17-067.00 2-039B-17-068.00	67 & 68	Numerous UCC's – See Title Certificate	Part of "C"		
E	Community Bank, Ellisville MS	2-28O-08-262.00	262	Leasehold: The Lamar Companies DOT Community Bank in favor of Gary H. Hillman and wife, Karen M. Hillman	T.E. 1 & 2 \$11,325.00		T.E. (1) 889.39 sq.ft. T.E. (2) 1,410.80 sq.ft.
F	Forrest County General Hospital *Includes Parcels F & H	2-28O-08-242.00 2-28O-08-232.00	242 232		Revised Fee \$40,295.00 T.E. \$ <u>6,360.00</u> \$46,655.00	3,663.00 sq.ft.	T.E. 2,114 sq.ft.

Forrest General – US HWY 49 Project

<i>Parcel</i>	<i>Property Owner(s)</i>	<i>Tax Parcel Number</i>	<i>Aerial View #</i>	<i>Lien(s)</i>	<i>Estimated Just Compensation/ Appraised Value</i>	<i>Fee Area</i>	<i>Easement T.E./Permanent</i>
G	<i>Baker Eagle Properties, LP</i>	<i>2-028O-08-270.00</i>	<i>270</i>	<i>DOT in favor of BancorpSouth Bank 2 extensions of the above referenced DOT & Agmt in favor of Willmut Gas & Oil Co., Inc.</i>	\$9,445.00		<i>T.E. 1,918.45 sq.ft.</i>
H	<i>Forrest County General Hospital</i>	<i>2-028O-08-232.00</i>	<i>232</i>	<i>Part of “F”</i>			
I	<i>Maria J. Wells and Shaquetta L. Johnson</i>	<i>2-28O-08-241.00</i>	<i>241</i>	<i>Redemption of 2014 County taxes, sold at a tax sale</i> <i>Redemption of 2015 County taxes, sold at a tax sale</i> <i>DOT Shaquetta L. Johnson Maria J. Wells and in favor of Trustmark National Bank</i> <i>Assignment of Rents from Shaquetta L. Johnson and Maria J. Wells in favor of Trustmark National Bank</i>	<i>T.E. 1 & 2</i> \$24,870.00		<i>T.E. (1) 2,025 sq.ft. (2) <u>1,493 sq.ft.</u> 3,518 sq.ft.</i>

Forrest General – US HWY 49 Project

<i>Parcel</i>	<i>Property Owner(s)</i>	<i>Tax Parcel Number</i>	<i>Aerial View #</i>	<i>Lien(s)</i>	<i>Estimated Just Compensation/ Appraised Value</i>	<i>Fee Area</i>	<i>Easement T.E./Permanent</i>
J	Forrest County, Mississippi (for the use and benefit of Forrest County General Hospital)	2-028O-08-269.00	269	Leasehold Interest held by Cellular South Real Estate, Inc. Lease Agmt Forrest County General Hospital, Grantor & Cellular South Real Estate UCC Financing Statement by Jay C. Shugart & Teresa Shugart, Debtor to HB	Part of “C”		
K	Forrest County, Mississippi (for use and benefit of Forrest County General Hospital)	2-028O-08.290.00	290		Part of “C”		
L	Tammy Gargis	2-039B-17-066.00	66		\$4,760.00	317.16 sq.ft.	

Establishment of Just Compensation Offer

This document is prepared pursuant to Federal regulation at 49 CFR 24.102(d)

"Establishment and offer of just compensation. Before the initiation of negotiations, the Agency shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the market value of the property, taking into account the value of allowable damages or benefits to any remaining property. An Agency official must establish the amount believed to be just compensation"

The property that is the subject of this offer of just compensation is as follows:

Owner: Forest General Hospital
Parcel No: A (#84)
Project No: Arlington Loop; Hwy 49
County: Forrest

Under the authority conveyed to me by the City of Hattiesburg, Mississippi, and based on the approved appraisal for the above-named property, which is inclusive of all compensable interests, I, *Hugh D. Keating, Special Consul for the City of Hattiesburg*, do hereby establish the City of Hattiesburg, Mississippi's offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of **\$27,735**.

Signed _____ Date _____

NOTICE TO ACQUISITION AGENTS

The "just compensation" figure specified above is the total offer for the property, inclusive of all interests. If more than one interest exists for the property, (T's, Q's, E's), please refer to the appraisal review report for allocation of this "just compensation" figure to the various interests that exist.

Establishment of Just Compensation Offer

This document is prepared pursuant to Federal regulation at 49 CFR 24.102(d)

"Establishment and offer of just compensation. Before the initiation of negotiations, the Agency shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the market value of the property, taking into account the value of allowable damages or benefits to any remaining property. An Agency official must establish the amount believed to be just compensation"

The property that is the subject of this offer of just compensation is as follows:

Owner: Jeane Herring
Parcel No: B (#83)
Project No: Arlington Loop; Hwy 49
County: Forrest

Under the authority conveyed to me by the City of Hattiesburg, Mississippi, and based on the approved appraisal for the above-named property, which is inclusive of all compensable interests, I, *Hugh D. Keating, Special Consul for the City of Hattiesburg*, do hereby establish the City of Hattiesburg, Mississippi's offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of **\$10,995**.

Signed _____ Date _____

NOTICE TO ACQUISITION AGENTS

The "just compensation" figure specified above is the total offer for the property, inclusive of all interests. If more than one interest exists for the property, (T's, Q's, E's), please refer to the appraisal review report for allocation of this "just compensation" figure to the various interests that exist.

Establishment of Just Compensation Offer

This document is prepared pursuant to Federal regulation at 49 CFR 24.102(d)

"Establishment and offer of just compensation. Before the initiation of negotiations, the Agency shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the market value of the property, taking into account the value of allowable damages or benefits to any remaining property. An Agency official must establish the amount believed to be just compensation"

The property that is the subject of this offer of just compensation is as follows:

Owner: Forrest County General Hospital
Parcel No: C, K, J & D (#074, 290, 269, 067 & 068)
Project No: Arlington Loop; Hwy 49
County: Forrest

Under the authority conveyed to me by the City of Hattiesburg, Mississippi, and based on the approved appraisal for the above-named property, which is inclusive of all compensable interests, I, *Hugh D. Keating, Special Consul for the City of Hattiesburg*, do hereby establish the City of Hattiesburg, Mississippi's offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of **\$40,255**.

Signed _____ Date _____

NOTICE TO ACQUISITION AGENTS

The "just compensation" figure specified above is the total offer for the property, inclusive of all interests. If more than one interest exists for the property, (T's, Q's, E's), please refer to the appraisal review report for allocation of this "just compensation" figure to the various interests that exist.

Establishment of Just Compensation Offer

This document is prepared pursuant to Federal regulation at 49 CFR 24.102(d)

"Establishment and offer of just compensation. Before the initiation of negotiations, the Agency shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the market value of the property, taking into account the value of allowable damages or benefits to any remaining property. An Agency official must establish the amount believed to be just compensation"

The property that is the subject of this offer of just compensation is as follows:

Owner: Community Bank Ellisville, MS

Parcel No: E (#262)

Project No: Arlington Loop; Hwy 49

County: Forrest

Under the authority conveyed to me by the City of Hattiesburg, Mississippi, and based on the approved appraisal for the above-named property, which is inclusive of all compensable interests, I, *Hugh D. Keating, Special Consul for the City of Hattiesburg*, do hereby establish the City of Hattiesburg, Mississippi's offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of **\$11,325**.

Signed _____ Date _____

NOTICE TO ACQUISITION AGENTS

The "just compensation" figure specified above is the total offer for the property, inclusive of all interests. If more than one interest exists for the property, (T's, Q's, E's), please refer to the appraisal review report for allocation of this "just compensation" figure to the various interests that exist.

Revised Establishment of Just Compensation Offer

This document is prepared pursuant to Federal regulation at 49 CFR 24.102(d)

"Establishment and offer of just compensation. Before the initiation of negotiations, the Agency shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the market value of the property, taking into account the value of allowable damages or benefits to any remaining property. An Agency official must establish the amount believed to be just compensation"

The property that is the subject of this offer of just compensation is as follows:

Owner: Forrest County General Hospital
Parcel No: F & H (#242 & 232)
Project No: Arlington Loop; Hwy 49
County: Forrest

Under the authority conveyed to me by the City of Hattiesburg, Mississippi, and based on the approved appraisal for the above-named property, which is inclusive of all compensable interests, I, *Hugh D. Keating, Special Consul for the City of Hattiesburg*, do hereby establish the City of Hattiesburg, Mississippi's offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of \$46,655.

Signed _____ Date _____

NOTICE TO ACQUISITION AGENTS

The "just compensation" figure specified above is the total offer for the property, inclusive of all interests. If more than one interest exists for the property, (T's, Q's, E's), please refer to the appraisal review report for allocation of this "just compensation" figure to the various interests that exist.

Establishment of Just Compensation Offer

This document is prepared pursuant to Federal regulation at 49 CFR 24.102(d)

"Establishment and offer of just compensation. Before the initiation of negotiations, the Agency shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the market value of the property, taking into account the value of allowable damages or benefits to any remaining property. An Agency official must establish the amount believed to be just compensation"

The property that is the subject of this offer of just compensation is as follows:

Owner: Baker Eagle Properties

Parcel No: G (#270)

Project No: Arlington Loop; Hwy 49

County: Forrest

Under the authority conveyed to me by the City of Hattiesburg, Mississippi, and based on the approved appraisal for the above-named property, which is inclusive of all compensable interests, I, *Hugh D. Keating, Special Consul for the City of Hattiesburg*, do hereby establish the City of Hattiesburg, Mississippi's offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of **\$9,445**.

Signed _____ Date _____

NOTICE TO ACQUISITION AGENTS

The "just compensation" figure specified above is the total offer for the property, inclusive of all interests. If more than one interest exists for the property, (T's, Q's, E's), please refer to the appraisal review report for allocation of this "just compensation" figure to the various interests that exist.

Revised Establishment of Just Compensation Offer

This document is prepared pursuant to Federal regulation at 49 CFR 24.102(d)

"Establishment and offer of just compensation. Before the initiation of negotiations, the Agency shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the market value of the property, taking into account the value of allowable damages or benefits to any remaining property. An Agency official must establish the amount believed to be just compensation"

The property that is the subject of this offer of just compensation is as follows:

Owner: Maria J. Wells & Shaquettal L. Johnson
Parcel No: 1 (#241)
Project No: Arlington Loop; Hwy 49
County: Forrest

Under the authority conveyed to me by the City of Hattiesburg, Mississippi, and based on the approved appraisal for the above-named property, which is inclusive of all compensable interests, I, *Hugh D. Keating, Special Consul for the City of Hattiesburg*, do hereby establish the City of Hattiesburg, Mississippi's offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of \$24,870.

Signed _____ Date _____

NOTICE TO ACQUISITION AGENTS

The "just compensation" figure specified above is the total offer for the property, inclusive of all interests. If more than one interest exists for the property, (T's, Q's, E's), please refer to the appraisal review report for allocation of this "just compensation" figure to the various interests that exist.

Establishment of Just Compensation Offer

This document is prepared pursuant to Federal regulation at 49 CFR 24.102(d)

"Establishment and offer of just compensation. Before the initiation of negotiations, the Agency shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the market value of the property, taking into account the value of allowable damages or benefits to any remaining property. An Agency official must establish the amount believed to be just compensation"

The property that is the subject of this offer of just compensation is as follows:

Owner: Tammy Gargis
Parcel No: L (#66)
Project No: Arlington Loop; Hwy 49
County: Forrest

Under the authority conveyed to me by the City of Hattiesburg, Mississippi, and based on the approved appraisal for the above-named property, which is inclusive of all compensable interests, I, *Hugh D. Keating, Special Consul for the City of Hattiesburg*, do hereby establish the City of Hattiesburg, Mississippi's offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of **\$4,760**.

Signed _____ Date _____

NOTICE TO ACQUISITION AGENTS

The "just compensation" figure specified above is the total offer for the property, inclusive of all interests. If more than one interest exists for the property, (T's, Q's, E's), please refer to the appraisal review report for allocation of this "just compensation" figure to the various interests that exist.



City of Hattiesburg, MS

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

Master

File Number: 2017-802

File ID: 2017-802

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 10/09/2017

Brief Title: 2017 MDOT Airport Grant

Final Action: 10/17/2017

Minute Book Number: MB2017-431

Title:

Acknowledge receipt of and accept Mississippi Department of Transportation (MDOT) Grant offer dated September 27, 2017 for the Bobby L. Chain Municipal Airport Improvement Project (AIP Project No. 3-28-0031-024-2017) in the amount of \$56,492.00; Authorize Mayor to execute Offer Acceptance in triplicate.

Notes:

Agenda Date: 10/17/2017

Indexes:

Agenda Number: VI.-9

Sponsors:

Enactment Date:

Attachments: MDOT Matching Grant Offer Cover Letter, MDOT Matching Grant Offer

Enactment Number:

Contact:

Meeting Date: 10/17/2017

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	10/17/2017	Acknowledge				Pass
Action Text: A MOTION was made by Council Member Brown and seconded by Council Vice President Dryden to Acknowledge receipt of and accept Mississippi Department of Transportation (MDOT) Grant offer dated September 27, 2017 for the Bobby L. Chain Municipal Airport Improvement Project (AIP Project No. 3-28-0031-024-2017) in the amount of \$56,492.00; Authorize Mayor to execute Offer Acceptance in triplicate.							
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							
Council Vice President Dryden recused herself for the vote on Policy Agenda items VI.-10 and VI.-11.							

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

Text of Legislative File 2017-802

Title

Acknowledge receipt of and accept Mississippi Department of Transportation (MDOT) Grant offer dated September 27, 2017 for the Bobby L. Chain Municipal Airport Improvement Project (AIP Project No. 3-28-0031-024-2017) in the amount of \$56,492.00; Authorize Mayor to execute Offer Acceptance in triplicate.

Summary

2017 MDOT Airport Grant

Budget Information

Melinda L. McGrath
Executive Director

P. O. Box 1850
Jackson, MS 39215-1850
Telephone (601) 359-7001
FAX (601) 359-7110
GoMDOT.com



James A. Williams, III
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Willie Huff
Director, Office of Enforcement
Charles R. Carr
Director, Office of Intermodal Planning

AERONAUTICS DIVISION

(601) 359-7850
Fax: (601) 359-7855

September 27, 2017

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

Re: MDOT Matching Grant
Hattiesburg-Bobby L. Chain Municipal Airport
AIP Project No. 3-28-0031-024-2017

Dear Mr. ^{Lamar}Rutland:

Enclosed are three copies of an Airport Agreement to provide \$56,492, which is one-half of the local share of the referenced project cost (5% of the total cost). If there are any cost overruns on the project you will be responsible for funding the 10% local share of the additional cost.

There is a state requirement that all recipients of state funds be enrolled in E-Verify Program. This is not your Tax ID number or your CCR number. If you have not already enrolled to get your EV number, please go to www.uscis.gov and follow the links.

If you find the offer satisfactory, please complete Part II Acceptance and the E-Verify Certification in Attachment C, and return all unfolded original executed agreements by **November 8, 2017** to the following mailing address:

MDOT – Aeronautics
P.O. Box 1850
Jackson, MS 39215-1850

Upon receipt, the Executive Director will execute the grant and an original will be mailed back to you.

If you have any questions, please call me at (601) 359-7850 or email at tbooth@mdot.ms.gov.

Sincerely,


Thomas M. Booth, Jr., P.E.
Director of Aeronautics

Enclosures

RECEIVED
9/29/17

**MISSISSIPPI TRANSPORTATION COMMISSION
AIRPORT FEDERAL MATCHING GRANT AGREEMENT
Project No. AIP-3-28-0031-024-2017
Hattiesburg-Bobby L. Chain Airport**

PART I - OFFER

TO: City of Hattiesburg, Mississippi
(hereinafter referred to as the RECIPIENT)

FROM: The Mississippi Transportation Commission
(hereinafter referred to as the COMMISSION)

WHEREAS, Title 61 of the Mississippi Code of 1972, as amended, authorizes the COMMISSION, subject to the limitations and conditions stated therein, to render financial aid in the acquisition, development, operation or maintenance of airports and to aid in the establishment, development, and maintenance of the civil air patrol program; and,

WHEREAS, The RECIPIENT submitted an Application for Federal Assistance (hereinafter referred to as Application) to the Federal Aviation Administration (hereinafter referred to as FAA) for federal financial assistance for development of the Hattiesburg-Bobby L. Chain Airport (hereinafter referred to as Airport), and the FAA subsequently issued a Grant Offer of federal funds, dated June 29, 2017 for Airport Improvement Project No. 3-28-0031-024-2017 (hereinafter referred to as Project) consisting of the following:

Construct taxiway extension (Phase 1)

all as more particularly described in the plans and specifications for the Project which were approved by the FAA; and,

WHEREAS, the Application included a request to the COMMISSION for financial assistance in payment of the RECIPIENT'S ten percent (10%) share of the Project costs;

NOW, THEREFORE, The COMMISSION hereby offers and agrees to pay as the COMMISSION'S share, **\$56,492**, of the eligible costs incurred in accomplishing the Project, subject to the following terms and conditions:

1. The maximum obligation of the COMMISSION payable under this offer shall be fifty percent (50%) of the RECIPIENT'S share of the final eligible Project costs.
2. The RECIPIENT shall:
 - a. expend an amount equal to, or greater than, five percent (5%) of the final Project costs.
 - b. carry out and complete the project **by December 30, 2021**, and in accordance with the approved plans and specifications or contracts for the project, incorporated herein by reference, and any revisions or modifications approved by the COMMISSION.

3. The RECIPIENT is obligated to pay the full 10% recipient share of any FAA Grant Amendments to increase the FAA funding participation in the Project.
4. Project payments pursuant to this Grant will be made for eligible costs documented by invoices for the work or services incurred in accomplishing the project within the period set forth in 2(b) above. Final payment will be made after final review and approval of the completed Project by the FAA and the COMMISSION and after all conditions relating to the Project have been satisfied.
5. The COMMISSION reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the RECIPIENT.
6. The RECIPIENT shall establish and maintain financial records of the Project in accordance with applicable State audit requirements and will make them available to personnel of the COMMISSION upon request.
7. All terms, conditions, and assurances contained in the FAA Grant Agreement for the project are incorporated herein by reference.
8. The RECIPIENT shall carry out and complete (physical and financial) the project without undue delays and in accordance with the terms herein.
9. The RECIPIENT will comply with the E-Verify Program described in the attached Supplemental Condition and by executing the form in Attachment C.

The RECIPIENT'S acceptance of this Offer shall be evidenced by execution of this instrument by the RECIPIENT and said offer and acceptance shall comprise an Airport Development Agreement, as provided by the COMMISSION constituting the obligations and rights of the COMMISSION and the RECIPIENT with respect to the accomplishment of the Project. Such Airport Development Agreement shall become effective upon the RECIPIENT'S acceptance of this Offer.

The COMMISSION executes all its orders and directives through the personnel of the MISSISSIPPI DEPARTMENT OF TRANSPORTATION. All notices and correspondence with or to the COMMISSION pursuant to the Project identified in this Agreement shall be directed to the Director, Aeronautics Division, Mississippi Department of Transportation.

SUPPLEMENTAL CONDITIONS

Immigrant Status Certification/ E-Verify

The RECIPIENT represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, **Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp 2008)**, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The RECIPIENT agrees to maintain records of such compliance and, upon request of the State **and approval of the Social Security Administration or Department of Homeland Security, where required**, to provide a copy of each such verification to the State. The RECIPIENT further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The RECIPIENT understands and agrees that any breach of these warranties may subject the RECIPIENT to the following: (a) termination of this GRANT and ineligibility for any State or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the RECIPIENT by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, the RECIPIENT would also be liable for any additional costs incurred by the State due to GRANT cancellation or loss of license or permit. **The RECIPIENT is required to provide the certification on Attachment "C" to this GRANT to the COMMISSION verifying that the RECIPIENT and SUB-RECIPIENTS (Contractors, Subcontractors, Consultants), if any, are registered and participating in E-Verify prior to execution of this GRANT.**

It is agreed by the parties that no person employed by the RECIPIENT pursuant to the provisions hereof will be considered an agent or employee of the COMMISSION or the Mississippi Department of Transportation.

It is further agreed by the parties that no provision of this GRANT is intended nor shall it be construed to give rise to a third party beneficiary claim on the person or entity not a party hereto.

ATTACHMENT C

RECIPIENT EEV CERTIFICATION AND AGREEMENT

Hattiesburg-Bobby L. Chain Airport

By executing this Certification and Agreement, the undersigned verifies its compliance with the "Mississippi Employment Protection Act," Section 71-11-1 et seq. Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm or corporation which is contracting with MTC has registered with and is participating in a Federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub. L. 99-603,100, Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any sub-consultant(s) and/or subcontractor(s) in connection with the performance of this GRANT, the undersigned will secure from such sub-consultant(s) and/or subcontractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this GRANT.

134257

EV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the GRANT, ineligibility for any State or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the GRANT cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____, Authorized Officer or Agent _____ Date

Printed Name of Authorized Officer or Agent of
the RECIPIENT

Title of Authorized Officer or Agent of
the RECIPIENT

SWORN TO AND SUBSCRIBED before me on this the ____ day of _____, 20__.

NOTARY PUBLIC
My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable Federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.



City of Hattiesburg, MS

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

Master

File Number: 2017-803

File ID: 2017-803

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 10/09/2017

Brief Title: Permanent Utility Easement - Weill

Final Action: 10/17/2017

Minute Book Number: MB2017-431-432

Title:

Acknowledge receipt of Permanent Utility Easement from Eric N. Weill for part of County Tax Parcel No. 052A-03-004.045 for the COMSWIP Sewer Phase V project.

Notes:

Agenda Date: 10/17/2017

Indexes:

Agenda Number: VI.-10

Sponsors:

Enactment Date:

Attachments: Signed Perm Easement.Weill.1

Enactment Number:

Contact:

Meeting Date: 10/17/2017

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	10/17/2017	Acknowledge				Pass
Action Text: A MOTION was made by Council President Carroll and seconded by Council Member George to Acknowledge receipt of Permanent Utility Easement from Eric N. Weill for part of County Tax Parcel No. 052A-03-004.045 for the COMSWIP Sewer Phase V project.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 3 - George, Carroll and Brown							
Nays: 0							
Abstain: 1 - Delgado							
Recuse: 1 - Dryden							

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

Text of Legislative File 2017-803

Title

Acknowledge receipt of Permanent Utility Easement from Eric N. Weill for part of County Tax Parcel No. 052A-03-004.045 for the COMSWIP Sewer Phase V project.

Summary

Permanent Utiltiy Easement - Weill

Grantee, prepared by and return to:	Grantor Address:
City of Hattiesburg	Eric N. Weill
Department of Public Services	71 J Ed Turner Road
P. O. Box 1898	Hattiesburg, MS 39402
Hattiesburg, MS 39403-1898	
Phone: (601) 545-4540	Phone:
Account No.	Business No.

PERMANENT EASEMENT

INDEXING INSTRUCTIONS:

**PART OF THE NORTHEAST ¼ OF THE
NORTHEAST ¼ OF SECTION 3, TOWNSHIP
4 NORTH, RANGE 14 WEST, IN THE CITY
OF HATTIESBURG, COUNTY OF LAMAR,
STATE OF MISSISSIPPI.**

Initial EW

Shows, Dearman and Waits, Inc.
Consulting Engineers
Project No.: COMSWIP Sewer Project Phase V
County Tax Parcel No.: 052A-03-004.045

**THE STATE OF MISSISSIPPI
COUNTY OF LAMAR
CITY OF HATTIESBURG**

For and in consideration of **ONE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$1,800.00)**, and other good and valuable considerations, including the benefits to be derived herefrom, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, hereby grant, bargain, sell, and convey a Permanent 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:

A 20.00 foot wide Utility Easement being described as being a part of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 3, 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 $\frac{1}{2}$ Inch Rebar representing the Northeast Corner of said Section 3, thence run S89°54'16"W along the North Line of said Section for 773.35 feet to a $\frac{1}{2}$ Inch Rebar representing the Northeast Corner of the Grantor's Property as per Record Deed Book 20N, Page 146 thereof on file in the Office of the Chancery Clerk of said Lamar County, thence run S00°19'15"W along the East Line of said Grantor's Property for 21.48 feet to a $\frac{1}{2}$ Inch Rebar representing a Point on the South Line of a Pipeline Easement as per Record Deed Book 3U, Page 15 thereof on file in the Office of the Chancery Clerk of said Lamar County and the Point of Beginning; thence continue S00°19'15"W along said East Property Line for 20.00 feet to a $\frac{1}{2}$ Inch Rebar, thence run N89°54'19"W and parallel to said South Easement Line for 257.63 feet to a $\frac{1}{2}$ Inch Rebar representing a Point on the West Line of said Grantor's Property, thence run N00°19'39"E along said West Property Line for 20.00 feet to a $\frac{1}{2}$ Inch Rebar representing a Point on said South Easement Line, thence run S89°54'19"E along said South Easement Line for 257.63 feet to the Point of Beginning, comprising **0.12 Acres (5,153 Square Feet)**, more or less.

See Exhibit "A"

Initial  _____

The 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 his 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 4 day of OCTOBER, 2017.

Signature:

Print Name: Eric N. Weill

Initial EW

STATE OF MISSISSIPPI

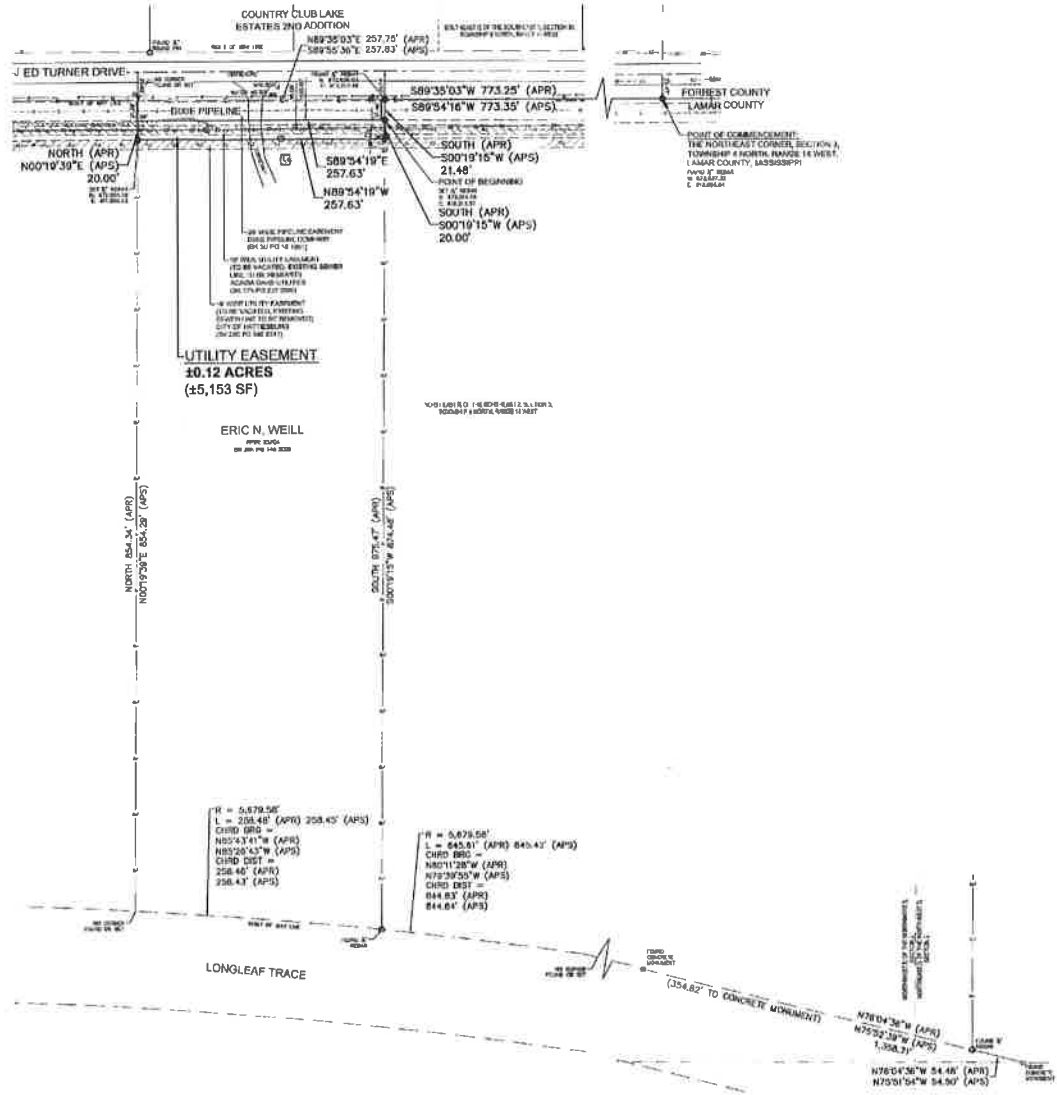
COUNTY OF Walthall

Personally appeared before me, the undersigned authority in and for the said County and State, on this 04 day of October, 2017, within my jurisdiction, the within named **Eric N. Weill**, who acknowledged before me that he signed, executed and delivered the above and foregoing instrument on the day and year therein as his own free and voluntary act and deed.




NOTARY PUBLIC


Initial



State of Mississippi
County of Lamar
City of Hattiesburg

This is to Certify that I have made a survey of the following described parcel:

A 20.00 foot wide utility easement being described as being a part of the Northeast 1/4 of the Northeast 1/4 of Section 3, 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 1/2 inch Radius representing the Northeast Corner of said Section 3, thence run S89°54'16\"/>


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

- LEGEND**
- APR - AS PER RECORD
 - APS - AS PER SURVEY
 - BRG - BEARING
 - BOOK - BOOK
 - CHRD - CHORD
 - DIST - DISTANCE
 - DPIPE - GAS PIPELINE
 - LENTH - LENGTH
 - OVERHEAD UTILITY LINE
 - PAGE - PAGE
 - PROPERTY LMP - PROPERTY LINE
 - RADIUS - RADIUS
 - SECTION LINE - SECTION LINE
 - SECTION QUARTER LINE - SECTION QUARTER LINE
 - SET 2' RESUR - SET 2' RESUR
 - SEWER GRAVITY LINE (EXISTING) - SEWER GRAVITY LINE (EXISTING)
 - SEWER GRAVITY LINE (PROPOSED) - SEWER GRAVITY LINE (PROPOSED)
 - SEWER MANHOLE - SEWER MANHOLE
 - SEWER PRESSURE MAIN (EXISTING) - SEWER PRESSURE MAIN (EXISTING)
 - SEWER PUMP CONNECTION - SEWER PUMP CONNECTION
 - SQUARE FEET - SQUARE FEET
 - UTILITY POLE - UTILITY POLE

REFERENCE MATERIALS:

- LAMAR COUNTY TAX MAP
- SUBDIVISION PLATS
- AUGUSTA COURT SUBDIVISION OF GREYSTONE
 - BK 3 PG 358 01-16-2008
 - BOKING TERRACE SUBDIVISION
 - BK 8 PG 83 12-15-2000
 - COUNTRY CLUB LAKE ESTATES 2ND ADDITION
 - BK 63 PG 387 08-19-1988
- SURVEY OF LONGLEAF TRACE BY RICHARD G. SIMMONS, PE, PLS
- No. 120-96 04-06-1997
 - MDOT 79-0083-01-018-10
 - MDOT 79-0083-01-017-11
- PROPERTY PLATS BY WILLIAM F. WAITS, PE, PLS
- No. 08-998 10-07-2006
- PROPERTY MAP BY NICHOLAS M. CONNOLLY, PE, PLS
- SWF FCD-200 10-06-2005
- WARRANTY DEEDS
- BK 18P PG 012 07-26-2000
 - BK 25N PG 146 09-04-2009
 - BK 22P PG 484 02-28-2012
 - BK 22C PG 636 12-22-2011
 - BK 23B PG 144 06-03-2013
- RIGHT OF WAY CONTRACT
- BK 03U PG 015 10-06-1981 (DIXIE PIPELINE)
- EASEMENTS
- BK 21B PG 300 03-08-1960 (FORREST CO)
 - BK 25A PG 221 05-18-1963 (FORREST CO)
 - BK 17N PG 237 03-07-2009 (KAGASIA DAMS)
 - BK 22C PG 636 12-22-2011 (HATTIESBURG)
 - BK 22C PG 640 12-22-2011 (HATTIESBURG)
 - BK 22C PG 647 12-22-2011 (HATTIESBURG)

SURVEY DATE: AUGUST 21, 2015
APRIL 05, 2017

JUGGED TO BE A CLASS 'B' SURVEY
SURVEYED TO CLASS 'B'

BEARINGS ARE BASED ON US STATE PLANE
COORDINATE SYSTEM, ZONE EAST 809, US SURVEY
FEET, AS DETERMINED BY GPS

HORIZONTAL DATUM: NAD83(2011) EPOCH 2010.00
CODE RTH CONTR. STATION: RICHMOND (KUM CAMPS)
HATTIESBURG, MS

N: 865022.113
E: 837250.408
Z: 303.377

AT THE NORTHEAST CORNER OF SECTION 3:
COMBINED SCALE FACTOR: 0.999983567564
CONVERGENCE: -01707.47'



NO.	DATE	DESCRIPTION	BY

BOUNDARY SURVEY

COMSWIP SEWER PHASE V PROJECT
CITY OF HATTIESBURG
LAMAR COUNTY, MISSISSIPPI

sdw
Engineering Progress
200 Board Ave., Hattiesburg, MS 39401 | (601) 554-1800 | www.sdwenr.com

Drawn by: RES	Checked by: HMC/PCW
Date: 04-12-2017	Scale: AS NOTED
Drawing No.: 1273-S005	Sheet No.: 1 of 1

COUNTY TAX PARCEL No. 052A-03-004-045
PPIN 33704



City of Hattiesburg, MS

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

Master

File Number: 2017-804

File ID: 2017-804

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 10/09/2017

Brief Title: Permanent Utility Easement - Johnson

Final Action: 10/17/2017

Minute Book Number: MB2017-432

Title:

Acknowledge receipt of Permanent Utility Easement from Robert and Carolyn Johnson for part of Lot 7 of Block 'A' of Richburg Heights Subdivision (County Tax Parcel No. 052A-03-004.045) for the COMSWIP Sewer Phase V project.

Notes:

Agenda Date: 10/17/2017

Indexes:

Agenda Number: VI.-11

Sponsors:

Enactment Date:

Attachments: Signed Perm Easement.Johnson.1

Enactment Number:

Contact:

Meeting Date: 10/17/2017

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	10/17/2017	Acknowledge				Pass
Action Text: A MOTION was made by Council Member George and seconded by Council President Carroll to Acknowledge receipt of Permanent Utility Easement from Robert and Carolyn Johnson for part of Lot 7 of Block 'A' of Richburg Heights Subdivision (County Tax Parcel No. 052A-03-004.045) for the COMSWIP Sewer Phase V project.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 3 - George, Carroll and Brown							
Nays: 0							
Abstain: 1 - Delgado							
Recuse: 1 - Dryden							
Council Vice President Dryden returned to the room following the vote.							

Yea: 3 Council Member George
Council President Carroll
Council Member Brown
Abstain: 1 Council Member Delgado
Recuse: 1 Council Vice President Dryden

Text of Legislative File 2017-804

Title

Acknowledge receipt of Permanent Utility Easement from Robert and Carolyn Johnson for part of Lot 7 of Block 'A' of Richburg Heights Subdivision (County Tax Parcel No. 052A-03-004.045) for the COMSWIP Sewer Phase V project.

Summary

Permanent Utility Easement - Johnson

Grantee, prepared by and return to:	Grantor Address:
City of Hattiesburg	Robert and Carolyn Johnson
Department of Public Services	121 Dogwood Drive
P. O. Box 1898	Hattiesburg, MS 39402
Hattiesburg, MS 39403-1898	
Phone: (601) 545-4540	Phone:
Account No.	Business No.

PERMANENT EASEMENT

INDEXING INSTRUCTIONS:

**PART OF LOT 7 OF BLOCK 'A' OF
RICHBURG HEIGHTS SUBDIVISION,
CITY OF HATTIESBURG, COUNTY OF
FORREST, STATE OF MISSISSIPPI.**

Initial *JS*

Shows, Dearman and Waits, Inc.
Consulting Engineers
Project No.: COMSWIP Sewer Project Phase V
County Tax Parcel No.: 2-040C-30-013.00

other structure named herein or otherwise as may be necessary. Grantee will restore any damage caused by this action.

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 our signatures, this the 1st day of September, 2017.

Signature: deceased
Print Name: Robert Johnson

Signature: Carolyn Johnson
Print Name: Carolyn Johnson

Initial RC, _____

THE STATE OF MISSISSIPPI

County of Forrest

City of Hattiesburg

For and in consideration of **Two Thousand Five Hundred and NO/100 Dollars (\$2,500.00)**, 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 unto the City of Hattiesburg, Mississippi, a municipal corporation, the following described real property located in the City of Hattiesburg, County of Forrest, State of Mississippi:

A 20.00 foot wide Utility Easement being described as being a part of Lot 7 of Block 'A' of Richburg Heights Subdivision, City of Hattiesburg, County of Forrest, State of Mississippi as per Map or Plat thereof on file in the Office of the Chancery Clerk of said Forrest County, and being more particularly described as Beginning at a 4 Inch Square Concrete Monument representing the Southwest Corner of said Lot 7, thence run North along the West Line of said Lot 7 for 100.12 feet to a 4 Inch Square Monument representing the Northwest Corner of said Lot 7, thence run N89°57'57"E along the North Line of said Lot 7 for 20.00 feet to a ½ Inch Rebar, thence run South and parallel to said West Line for 100.10 feet to a ½ Inch Rebar representing a Point on the South Line of said Lot 7, thence run S89°53'26"W along said South Line for 20.00 feet to the Point of Beginning, comprising **0.05 Acres (2,002 Square Feet)**, more or less..

See Exhibit "A"

The 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

Initial *Y* ,

Robert and Carolyn Johnson
County Tax Parcel No.: 2-040C-30-013.00

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said County and State, on this N/A day of N/A, 2017, within my jurisdiction, the within named **Robert Johnson**, who acknowledged before me that he signed, executed and delivered the above and foregoing instrument on the day and year therein as his own free and voluntary act and deed.

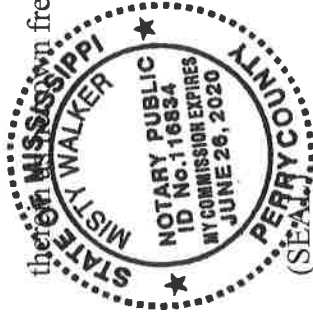
(SEAL)

NOTARY PUBLIC

STATE OF MISSISSIPPI

COUNTY OF Perry

Personally appeared before me, the undersigned authority in and for the said County and State, on this 19th day of September, 2017, within my jurisdiction, the within named **Carolyn Johnson**, who acknowledged before me that her signed, executed and delivered the above and foregoing instrument on the day and year



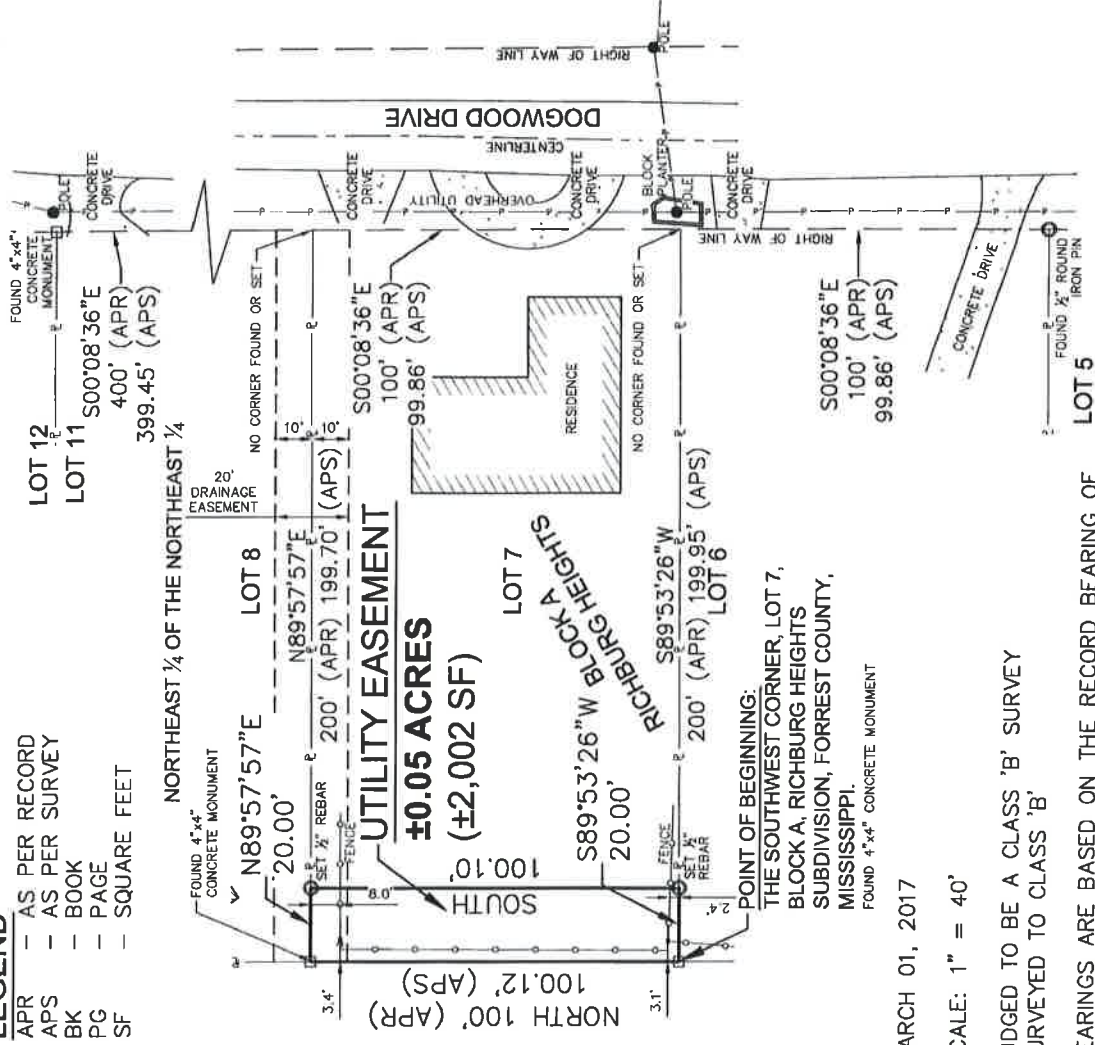
Misty Walker
NOTARY PUBLIC

Initial RC

LEGEND

APR - AS PER RECORD
APS - AS PER SURVEY
BK - BOOK
PG - PAGE
SF - SQUARE FEET

NORTHWEST ¼ OF THE NORTHEAST ¼
SECTION 30 TOWNSHIP 4 NORTH, RANGE 13 WEST



MARCH 01, 2017

SCALE: 1" = 40'

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

BEARINGS ARE BASED ON THE RECORD BEARING OF
THE WEST LINE OF LOT 7, BLOCK A, RICHBURG
HEIGHTS SUBDIVISION, FORREST COUNTY, MISSISSIPPI

REFERENCE MATERIALS

FORREST COUNTY TAX MAP

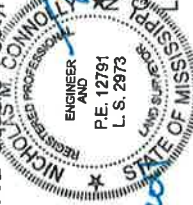
State of Mississippi
County of Forrest
City of Hattiesburg

RICHBURG HEIGHTS SUBDIVISION PLAT
BK 8 PG 57 08-21-1958

ASSUMPTION WARRANTY DEED
BK 640 PG 587 10-16-1990

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

A 20.00 foot wide Utility Easement being described as being a part of Lot 7 of Block 'A' of Richburg Heights Subdivision, City of Hattiesburg, County of Forrest, State of Mississippi as per Map or Plat thereof on file in the Office of the Chancery Clerk of said Forrest County, and being more particularly described as Beginning at a 4 inch Square Concrete Monument representing the Southwest Corner of said Lot 7, thence run North along the West Line of said Lot 7 for 100.12 feet to a 4 inch Square Monument representing the Northwest Corner of said Lot 7, thence run N89°57'57"E along the North Line of said Lot 7 for 20.00 feet to a ½ inch Rebar, thence run South and parallel to said West Line for 100.10 feet to a ½ inch Rebar representing a Point on the South Line of said Lot 7, thence run S89°53'26"W along said South Line for 20.00 feet to the Point of Beginning, comprising 0.05 Acres (2,002 Square Feet), more or less.



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



303 Second Ave., Hattiesburg, MS 39401 | (601) 544-0201 | sdw.com

I:\PROJECTS\Hattiesburg_City of 1273-5005 - Comprehensive Sewer Improvements - Phase V\12735005\CAD Files\12735005_2040C3001300_Survey.dwg, Plat, 3/2/2017 10:24:42 AM

COUNTY TAX PARCEL No. 2-040C-30-013.00

PPIN 11827

State of Mississippi
County of Forrest
City of Hattiesburg

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

A 20.00 foot wide Utility Easement being described as being a part of Lot 7 of Block 'A' of Richburg Heights Subdivision, City of Hattiesburg, County of Forrest, State of Mississippi as per Map or Plat thereof on file in the Office of the Chancery Clerk of said Forrest County, and being more particularly described as **Beginning** at a 4 Inch Square Concrete Monument representing the Southwest Corner of said Lot 7, thence run North along the West Line of said Lot 7 for 100.12 feet to a 4 Inch Square Monument representing the Northwest Corner of said Lot 7, thence run N89°57'57"E along the North Line of said Lot 7 for 20.00 feet to a ½ Inch Rebar, thence run South and parallel to said West Line for 100.10 feet to a ½ Inch Rebar representing a Point on the South Line of said Lot 7, thence run S89°53'26"W along said South Line for 20.00 feet to the **Point of Beginning**, comprising **0.05 Acres (2,002 Square Feet)**, more or less.

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



City of Hattiesburg, MS

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

Master

File Number: 2017-783

File ID: 2017-783

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 10/04/2017

Brief Title: Acknowledging receipt of Motor Vehicle Assessment
Schedule and setting hearing.

Final Action: 10/17/2017

Minute Book Number: MB2017-432

Title:

Acknowledge receipt of Notice of Adoption of the Motor Vehicle Assessment Schedule received from the Mississippi Department of Revenue and adopt same for the City of Hattiesburg for the fiscal year beginning October 1, 2017 and ending September 31, 2018; authorize publication of public notice setting a hearing for November 20, 2017 before the council to hear complaints or objections to the adoption of the Motor Vehicle Assessment Schedule.

Notes:

Agenda Date: 10/17/2017

Indexes:

Agenda Number: VI.-12

Sponsors:

Enactment Date:

Attachments: 2017-2018 Motor Vehicle Assessment Schedule,
Notice of Hearing- Motor Vehicle, executed Notice of
Hearing- Motor Vehicle

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	10/17/2017	Acknowledge				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Acknowledge receipt of Notice of Adoption of the Motor Vehicle Assessment Schedule received from the Mississippi Department of Revenue and adopt same for the City of Hattiesburg for the fiscal year beginning October 1, 2017 and ending September 31, 2018; authorize publication of public notice setting a hearing for November 20, 2017 before the council to hear complaints or objections to the adoption of the Motor Vehicle Assessment Schedule.

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 2017-783

Title

Acknowledge receipt of Notice of Adoption of the Motor Vehicle Assessment Schedule received from the Mississippi Department of Revenue and adopt same for the City of Hattiesburg for the fiscal year beginning October 1, 2017 and ending September 31, 2018; authorize publication of public notice setting a hearing for November 20, 2017 before the council to hear complaints or objections to the adoption of the Motor Vehicle Assessment Schedule.

Summary

Acknowledgement of Motor Vehicle Assessment Schedule and Setting Public Hearing.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**UNIFORM
ASSESSMENT SCHEDULE**

**For
SPECIAL EQUIPMENT,
SEMI-TRAILERS, CONCESSION TRAILERS,
UTILITY TRAILERS,
BOAT TRAILERS,
HORSE AND STOCK TRAILERS**

FISCAL YEAR

2017-2018

AUGUST 1, 2017 THROUGH JULY 31, 2018

**Adopted by
DEPARTMENT OF REVENUE
Jackson, Mississippi**

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SEMI-TRAILERS

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BOAT TRAILERS.....	35-37
HORSE AND STOCK TRAILERS.....	38-64
MOPEDS, MINI CARS/TRUCKS AND GOLF CARTS	65-66

**ORDER ADOPTING ASSESSMENT SCHEDULE FOR
MOTOR VEHICLE AD VALOREM TAXES FOR THE
FISCAL YEAR 2017-2018**

WHEREAS, Section 27-51-15, Miss. Code Ann., provides that motor vehicles shall be assessed uniformly according to value and such assessed value shall be determined by an assessment schedule which shall be prepared and made of record by the Department of Revenue and shall be certified to the president of the board of supervisors of the various counties of the state, and to the mayor or the presiding officer of the municipal boards of the various municipalities, and municipal separate school districts of the state as the official motor vehicle assessment schedule which shall be used by the proper officials of both respective jurisdictions in assessing motor vehicle ad valorem taxes for the ensuing fiscal year; and,

WHEREAS, Section 27-51-19, Miss. Code Ann., provides that the Department of Revenue shall on or before the fifteenth day of June of each year, prepare and adopt an assessment schedule of motor vehicles, as defined in Section 27-51-5, Miss. Code Ann., which such assessment schedule, in its judgment, will tend to equalize the assessed value of property of this class with property of other classes in general, and which schedule, except as otherwise provided in Title 27, Chapter 51, Miss. Code Ann., as amended, shall be used by the tax collector of each county and each municipality and municipal separate school district, in assessing, calculating and collecting ad valorem taxes in each respective jurisdiction on all motor vehicles for such tax; and,

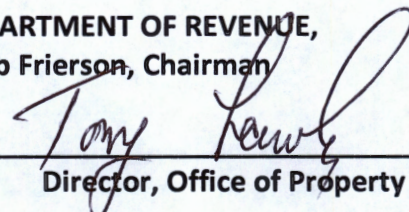
WHEREAS, said schedule, for the Fiscal Year 2017-2018 has been prepared in the manner and way required by law, and the assessment schedule for automobiles and most motorcycles is located in the computer network as part of the VIN/VIS System, with a copy of the schedule for special equipment, trailers, ambulances, and hearses (including motorcycles not included in the VIN/VIS system) attached hereto, and the Department of Revenue, being of the opinion that said schedule complies in all respects with the provisions of the aforesaid statute and amendments and should be adopted:

IT IS, THEREFORE, HEREBY ORDERED AND ADJUDGED that, the schedule for the Fiscal Year 2017-2018, for the assessment of ad valorem taxes for motor vehicles, as provided for by Title 27, Chapter 51, Miss. Code Ann., as amended, be and the same is hereby adopted for the purposes set forth in the aforesaid act and its amendments.

ORDERED AND ADJUDGED on this, the 17th day of May, 2017.

DEPARTMENT OF REVENUE,
Herb Frierson, Chairman

By


Director, Office of Property Tax

**DEPARTMENT OF REVENUE
PROPERTY ASSESSMENT BUREAU**

RULE 9. MOTOR VEHICLE ASSESSMENTS

Pursuant to Miss. Code Ann. Section 27-51-19, the Department of Revenue is required to annually prepare and adopt an assessment schedule for motor vehicles. In preparing this schedule, the Commission shall use a computer system package of assessments identified by the VIN ("vehicle identification number"). If the VIN does not produce an assessed value or if the computer system is not in operation, the local tax collector shall use the MSRP ("manufactured suggested retail price") with applicable depreciation percentage for the year in which the vehicle was manufactured.

The local tax collector shall be responsible for obtaining a source of MSRP(s) except for new vehicles. The taxpayer shall be responsible for supplying the MSRP for a new vehicle, by submitting a copy of the window sticker with the MSRP, to the tax collector at the time the tag is purchased.

The Department of Revenue will annually furnish to each tax collector an assessment schedule for trailers, motorcycles, special equipment, etc. to be used in the assessment of this type of property. This schedule will be furnished in hard copy or the Department of Revenue may use a computer system package of assessments identified by the VIN ("vehicle identification number"). If the VIN does not produce an assessed value or if the computer system is not in operation, the local tax collector shall use the MSRP ("manufactured suggested retail price") with applicable depreciation percentage for the year in which the vehicle was manufactured. For any model not listed, assess at 30% of current value if known, or use the "cost when new" multiplied by the percentages listed in the schedule for the years listed.

AUTOMOBILES & LIGHT TRUCKS

ASSESSMENT PERCENTAGES AND EXPLANATION

2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008 & older
27%	23%	19%	15%	12%	9%	7%	5%	4%	3%	\$100

The motor vehicle assessment adopted by the Department of Revenue, is the computer system package of assessments identified by the VIN (vehicle identification number). If the VIN does not produce an assessed value, the MSRP (manufacturer's suggested retail price) is entered in the system and is multiplied by the applicable percentage for the year in which the vehicle was manufactured.

The above percentages are used to calculate the assessed value for automobiles and light trucks.

These percentages represent the assessment ratio of 30% less applicable depreciation. The appropriate percentage is multiplied by the MSRP of the vehicle being tagged to arrive at the assessed value. For 2008 and older models the assessed value is \$100.

The Mississippi Constitution mandates that motor vehicles be assessed at 30% of true value. The Commission estimates that the true value of a new vehicle is approximately 90% of the MSRP. **The 30% assessment ratio multiplied by 90% produces an effective percentage of 27% that would be multiplied by the MSRP of new vehicles to arrive at assessed value.**

The Road and Privilege Tax on all passenger vehicles is \$15.00. See Sections 27-19-5 and 27-19-9, Miss. Code Ann., for the privilege tax on motorcycles, ambulances, hearses, school and church buses, and taxicabs.

AMBULANCES & HEARSEs

ASSESSMENT PERCENTAGES

2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008 & older
27%	23%	19%	15%	12%	9%	7%	5%	4%	3%	\$100

MOTORCYCLES

ASSESSMENT PERCENTAGES

2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008 & older
27%	23%	17%	12%	9%	7%	6%	5%	4%	3%	2%

When assessing motorcycles enter the appropriate value and the assessment will be calculated by the percentage listed in the table. For any model not listed, use the "cost when new" multiplied by the percentages for the years listed.

SPECIAL EQUIPMENT & TRAILERS

ASSESSMENT PERCENTAGES

2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008 & older
30%	23%	17%	12%	9%	7%	6%	5%	4%	3%	2%

When assessing special equipment or trailers enter the appropriate value and the assessment will be calculated by the percentage listed in the table. For any model not listed, assess at 30% of current value if known or use the "cost when new" multiplied by the percentages for the years listed.

SEMI-TRAILERS**VAN TYPE****VALUES*****DRY FREIGHT
ALL PURPOSE*****Aluminum, Plywood Walls,
Wood Floor**

40' - 43'-----	\$	24,040
45'-----	\$	28,890
48'-----	\$	30,540
53'-----	\$	32,190

**SEMI-TRAILERS****SIDE CURTAIN****VALUES*****DRY FREIGHT*****Steel and Aluminum**

45'-----	\$	37,000
48'-----	\$	40,000
53'-----	\$	42,000



SEMI-TRAILERS**REFRIGERATED****VALUES*****REFRIGERATED
aka REEFER*****Aluminum, Insulated,
Extruded Aluminum Floor**

40' - 43'-----	\$	53,310
45'-----	\$	57,435
48'-----	\$	61,010
53'-----	\$	62,860

**SEMI-TRAILERS****DROP DECK VAN****VALUES****Aluminum, Plywood Walls, Hardwood
Floor**

40' - 45'-----	\$	40,310
48'-----	\$	45,510
53'-----	\$	48,060



SEMI-TRAILERS**FLATBED TYPE****VALUES*****FLATBED*****Steel, Wood Floor**

40'-----	\$	30,605
45'-----	\$	31,885
48'-----	\$	33,005
53'-----	\$	37,085

**SEMI-TRAILERS****FLATBED TYPE****VALUES*****FLATBED*****Aluminum**

40'-----	\$	36,105
45'-----	\$	37,385
48'-----	\$	38,505
53'-----	\$	42,585



SEMI-TRAILERS**FLATBED TYPE****VALUES****Steel, Wood Floor*****DROP DECK FLAT***

40' - 43'-----	\$	38,385
45'-----	\$	39,725
48'-----	\$	41,065
53'-----	\$	42,405

**SEMI-TRAILERS****FLATBED TYPE****VALUES*****DROP DECK FLAT*****Aluminum**

40' - 43'-----	\$	44,615
45'-----	\$	45,955
48'-----	\$	47,295
53'-----	\$	48,635



SEMI-TRAILERS**LOWBOY****VALUES*****LOWBOY*****Fixed Gooseneck**

25 Ton-----	\$	52,365
35 Ton-----	\$	56,215
50 Ton-----	\$	61,215
60 Ton-----	\$	65,015

**SEMI-TRAILERS****LOWBOY****VALUES*****LOWBOY*****Detachable Gooseneck**

25 Ton-----	\$	58,115
35 Ton-----	\$	61,965
50 Ton-----	\$	66,965
60 Ton-----	\$	70,765



SEMI-TRAILERS

LOG TRAILER

VALUES

LOG TRAILER

4 Bolster-----
Home Made-----

\$ 20,000
\$ 10,000



SEMI-TRAILERS

FEED TRAILER

VALUES

FEED

Aluminum-----

\$ 49,000



<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES	
<i>PNEUMATIC DRY BULK aka POSSUM BELLY</i>	Aluminum		
	40' or less-----	\$	70,757
	42' -----	\$	72,700
Cement, Lime, Sand, Etc.	Steel		
	40' or less-----	\$	51,857
	42' -----	\$	53,800



<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES	
<i>ASPHALT</i>	Aluminum, Mild Steel		
	Liquid Asphalt-----	\$	56,404



<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>Uncoded</i>	Stainless Steel	
	Less than 7000 Gal-----	\$ 60,935
	7000 Gal-----	\$ 65,510
	More than 7000 Gal-----	\$ 68,185

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>MC 406, 407 & 408</i>	Stainless Steel	
	Multi purpose cargo	
	Less than 7000 Gal-----	\$ 72,235
	7000 Gal-----	\$ 76,810
	More than 7000 Gal-----	\$ 79,485

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>MC 200, 201 & 312</i>	Stainless Steel	
	Rubber Lined	
	Less than 7000 Gal-----	\$ 82,135
	7000 Gal-----	\$ 86,710
	More than 7000 Gal-----	\$ 89,385

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>MC 331</i>	Stainless Steel	
	Compressed gases	
	Less than 7000 Gal-----	\$ 93,585
	7000 Gal-----	\$ 98,160
	More than 7000 Gal-----	\$ 100,835



<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>Uncoded</i>	Aluminum	
	Less Than 8,000 Gallons-----	\$ 49,421
	8,000 – 9,000 Gallons-----	\$ 49,724
	10,000 Gallons-----	\$ 52,148

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>MC 406,407 & 408</i>	Aluminum	
	Multi purpose cargo	
	Less Than 8,000 Gallons-----	\$ 68,308
	8,000 – 9,000 Gallons-----	\$ 68,611
	10,000 Gallons-----	\$ 71,035

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>MC 200, 201 &312</i>	Aluminum	
	Rubber Lined	
	Less Than 8,000 Gallons-----	\$ 78,208
	8,000 – 9,000 Gallons-----	\$ 78,511
	10,000 Gallons-----	\$ 80,935

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>MC 331</i>	Aluminum	
	Compressed gases	
	Less Than 8,000 Gallons-----	\$ 89,658
	8,000 – 9,000 Gallons-----	\$ 89,961
	10,000 Gallons-----	\$ 92,385



<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES	
<i>LIQUIFIED GASES</i> MC 308	Aluminum, Carbon Steel		
	Less Than 8,000 Gallons-----	\$	90,736
	8,000 – 9,000 Gallons-----	\$	91,039
	10,000 Gallons-----	\$	93,463



<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES	
<i>SANITARY</i> <i>FOOD GRADE</i> Milk, Water, Syrup, Etc.	Less Than 8,000 Gallons-----	\$	50,598
	8,000 – 9,000 Gallons-----	\$	55,173
	10,000 Gallons-----	\$	57,848



SEMI-TRAILERS**GRAIN****VALUES*****GRAIN*****Hopper & Conveyor (Walking Floor)*****Aluminum***

1 Hopper & Conveyor-----	\$	36,955
2 Hopper & Conveyor-----	\$	37,875
3 or more Hopper-----	\$	38,795

Steel

1 Hopper & Conveyor-----	\$	28,475
2 Hopper & Conveyor-----	\$	29,395
3 or more Hopper-----	\$	30,315

**SEMI-TRAILERS****LIVESTOCK****VALUES*****LIVESTOCK******Aluminum***

Less Than 42'-----	\$	52,330
43'- 47'-----	\$	55,430
48'-----	\$	59,230
53'-----	\$	61,030

Stainless Steel

Less Than 42'-----	\$	46,730
43'- 47'-----	\$	49,830
48'-----	\$	53,630
53'-----	\$	55,430



SEMI-TRAILERS

DUMP TYPE

VALUES

Aluminum	
24'-33'-----	\$ 48,010
34'-35'-----	\$ 53,460
36'-----	\$ 54,160
Stainless Steel	
24'-33'-----	\$ 38,170
34'-35'-----	\$ 44,160
36'-----	\$ 44,860



SEMI-TRAILERS**AUTO TRANSPORT****VALUES**

Most----- \$ 65,000

**SEMI-TRAILERS****CHIP****VALUES*****CHIP*****Aluminum**

42'----- \$ 21,000
45'----- \$ 21,500
48'----- \$ 24,200
53'----- \$ 24,700



**CONCESSION
TRAILERS**

BUMPER PULL

VALUES

5X10-----	\$	11,500
6X10-----	\$	12,000
6X12-----	\$	12,650
6X14-----	\$	14,750
7X14-----	\$	21,600
7X16-----	\$	22,600
7X18-----	\$	23,285
7X20-----	\$	24,385
8X12-----	\$	19,500
8X14-----	\$	19,995
8X16-----	\$	20,995
8X18-----	\$	26,995
8X20-----	\$	31,990
8X24-----	\$	33,990
8X28-----	\$	35,799
8X30-----	\$	37,500



**CONCESSION
TRAILERS**

BBQ TRAILER

VALUES

8X16-----	\$	30,000
8X18-----	\$	32,000
8X20-----	\$	34,000
8X28-----	\$	51,995
8X32-----	\$	71,995



**CONCESSION
TRAILERS**

GOOSENECK

VALUES

8X20-----	\$	34,000
8X36-----	\$	53,000



UTILITY TRAILER

MOTORCYCLE

VALUES

PULL BEHIND

ALL-----

\$ 1,500



MOTORCYCLE

VALUES

**PULL BEHIND
CAMPER**

ALL-----

\$ 2,500



<u>UTILITY TRAILER</u>	<u>SINGLE OR DOUBLE AXLE</u>	<u>VALUES</u>
FLAT BED, TILT OR DROP GATE	4X6-----	\$ 548
	4X8-----	\$ 700
	4X10-----	\$ 850
	5X8-----	\$ 1,000
	5X10-----	\$ 1,345
	5X12-----	\$ 1,570
	5X14-----	\$ 1,595
	6X8-----	\$ 1,625
	6X10-----	\$ 1,670
	6X12-----	\$ 1,750
	6X14-----	\$ 1,765
	6X16-----	\$ 1,775
	6X18-----	\$ 2,265
	7X10-----	\$ 2,225
	7X12-----	\$ 2,335
	7X14-----	\$ 2,725
	7X16-----	\$ 2,775
	7X18-----	\$ 3,105
	7X20-----	\$ 3,650
	8X12-----	\$ 3,770
	8X14-----	\$ 4,022
	8X16-----	\$ 4,144
	8X18-----	\$ 4,327
	8X20-----	\$ 4,509
	9X12-----	\$ 4,884
	9X14-----	\$ 5,259
	9X16-----	\$ 5,634
	9X18-----	\$ 6,009
	9X20-----	\$ 6,384
	9X24-----	\$ 6,759



UTILITY TRAILER**DUMP****VALUES**

4X6-----	\$	2,680
4X8-----	\$	3,200
4X9-----	\$	4,000
5X8-----	\$	5,200
5X10-----	\$	5,690
5X12-----	\$	6,080
6X10-----	\$	6,752
6X12-----	\$	6,880
6X14-----	\$	6,960
6X16-----	\$	7,000
7X10-----	\$	7,024
7X12-----	\$	7,072
7X14-----	\$	7,200
7X16-----	\$	7,344
7X20-----	\$	7,392
8X16-----	\$	7,520
8X18-----	\$	7,760
9X20-----	\$	8,616



<u>UTILITY TRAILER</u>	EQUIPMENT	VALUES	
SOLID FLOOR WITH RAMPS OR DOVE TAIL	6X20-----	\$	2,200
	6X24-----	\$	3,190
	7X14-----	\$	3,580
	7X16-----	\$	3,690
	7X18-----	\$	3,750
	7X20-----	\$	3,945
	7X24-----	\$	4,000
	8X20-----	\$	4,350
	8X25-----	\$	4,575
	9X18-----	\$	4,590
	9X24-----	\$	4,610
	9X26-----	\$	4,690



UTILITY TRAILER**EQUIPMENT****VALUES****GOOSENECK AND
GOOSENECK / PINTEL**

6X16-----	\$	3,499
6X18-----	\$	3,580
6X20-----	\$	3,629
6X24-----	\$	4,417
7X18-----	\$	4,428
7X20-----	\$	4,622
7X22-----	\$	4,671
7X24-----	\$	4,741
7X26-----	\$	4,763
8X20-----	\$	4,995
8X24-----	\$	5,005
8X26-----	\$	5,070
9X20-----	\$	5,130
9X24-----	\$	5,260
9X26-----	\$	5,616



<u>UTILITY TRAILER</u>	CAR CARRIER	VALUES	
OPEN / DRIVE ON	6X20-----	\$	2,479
	6X24-----	\$	2,647
	7X14-----	\$	2,680
	7X16-----	\$	2,774
	7X18-----	\$	2,900
	7X20-----	\$	3,173
	7X24-----	\$	3,216
	8X20-----	\$	3,337
	8X25-----	\$	3,404
	9X18-----	\$	3,524
	9X24-----	\$	3,678
	9X26-----	\$	3,712



<u>UTILITY TRAILER</u>	CAR CARRIER	VALUES	
ENCLOSED	8X18-----	\$	10,200
	8X20-----	\$	11,700
	8X22-----	\$	12,360
	8X24-----	\$	12,990
	8X26-----	\$	13,680
	8X28-----	\$	13,800
	8X30-----	\$	14,450
	8X32-----	\$	15,000
	8X34-----	\$	15,380
	9X18-----	\$	15,720
	9X20-----	\$	16,290
	9X22-----	\$	16,400
	9X24-----	\$	16,860
	9X26-----	\$	16,990
	9X28-----	\$	17,100
	9X30-----	\$	17,280
	9X32-----	\$	17,310



UTILITY TRAILER	CAR CARRIER	VALUES	
ENCLOSED V- NOSE	8X20-----	\$	11,900
	8X22-----	\$	12,100
	8X24-----	\$	13,225
	8X26-----	\$	13,790
	8X28-----	\$	14,355
	8X30-----	\$	14,820
	8X32-----	\$	15,320
	8X34-----	\$	16,395



<u>UTILITY TRAILER</u>	<u>CAR CARRIER</u>	<u>VALUES</u>	
ENCLOSED	8X20-----	\$	12,970
	8X22-----	\$	13,125
	8X24-----	\$	13,200
GOOSENECK / PINTEL	8X26-----	\$	13,320
	8X28-----	\$	14,510
	8X30-----	\$	14,760
	8X32-----	\$	15,280
	8X34-----	\$	15,500
	8X36-----	\$	15,570
	8X38-----	\$	15,900
	8X40-----	\$	16,375
	8X42-----	\$	16,550
	8X44-----	\$	16,750
	8X46-----	\$	16,900
	8X48-----	\$	17,275
	8X50-----	\$	17,500
	8X53-----	\$	18,090
	9X28-----	\$	18,500
	9X32-----	\$	19,050
	9X44-----	\$	19,900
	9X48-----	\$	26,215
	9X50-----	\$	26,800



UTILITY TRAILER**CARGO****VALUES****PULL BEHIND
TANDEM AXLE**

6X8-----	\$	2,578
6X10-----	\$	3,845
6X12-----	\$	4,132
6X14-----	\$	4,429
6X16-----	\$	4,721
7X12-----	\$	4,323
7X14-----	\$	4,530
7X16-----	\$	4,800
7X18-----	\$	5,113
7X20-----	\$	5,413
7X22-----	\$	5,713
7X24-----	\$	6,013
8X12-----	\$	4,482
8X14-----	\$	5,134
8X16-----	\$	5,334
8X18-----	\$	5,534
8X20-----	\$	5,734
8X22-----	\$	5,934
8X24-----	\$	6,365
8X26-----	\$	6,565
8X28-----	\$	6,765
8X32-----	\$	6,965



UTILITY TRAILER**CARGO****VALUES**

PULL BEHIND TANDEM AXLE V-NOSE	6X12-----	\$	4,658
	6X14-----	\$	4,774
	6X16-----	\$	4,974
	6X18-----	\$	5,159
	6X20-----	\$	5,436
	7X12-----	\$	4,874
	7X14-----	\$	5,205
	7X16-----	\$	5,467
	7X18-----	\$	5,651
	7X20-----	\$	5,890
	7X22-----	\$	6,006
	7X24-----	\$	6,468
	8X14-----	\$	5,544
	8X16-----	\$	5,805
	8X18-----	\$	6,098
	8X20-----	\$	6,483



<u>UTILITY TRAILER</u>	CARGO	VALUES	
PULL BEHIND SINGLE AXLE	4X6-----	\$	1,534
	5X6-----	\$	1,804
	5X8-----	\$	2,074
	5X10-----	\$	2,344
	5X12-----	\$	2,614
	6X10-----	\$	2,694
	6X12-----	\$	2,938
	6X14-----	\$	3,203
	7X12-----	\$	3,453
	7X14-----	\$	3,703
	7X16-----	\$	3,453
	8X12-----	\$	3,703
	8X14-----	\$	3,953



UTILITY TRAILER**CARGO****VALUES**

**PULL BEHIND
SINGLE AXLE
V-NOSE**

5X8-----	\$	2,592
5X10-----	\$	2,805
5X12-----	\$	2,902
6X10-----	\$	3,018
6X12-----	\$	3,199
6X14-----	\$	3,315
7X12-----	\$	3,605



<u>UTILITY TRAILER</u>	CARGO	VALUES	
GOOSENECK TANDEM AXLE	7X14-----	\$	4,500
	7X16-----	\$	4,650
	7X18-----	\$	4,770
	7X20-----	\$	4,920
	7X22-----	\$	4,990
	7X24-----	\$	5,180
	8X14-----	\$	4,870
	8X16-----	\$	5,050
	8X18-----	\$	5,190
	8X20-----	\$	5,290
	8X22-----	\$	5,505
	8X24-----	\$	5,880



UTILITY TRAILER**CARGO****VALUES****GOOSENECK
TRI-AXLE**

9X34-----	\$	8,990
9X36-----	\$	9,625
9X38-----	\$	10,225
9X40-----	\$	10,800
9X42-----	\$	11,300
9X44-----	\$	11,775
9X46-----	\$	12,400
9X48-----	\$	15,000



BOAT TRAILER**SINGLE AXLE****VALUES**

15'-----	\$	820
16'-----	\$	895
17'-----	\$	1,300
18'-----	\$	1,500
19'-----	\$	1,610
20'-----	\$	1,795
21'-----	\$	2,050
22'-----	\$	2,245



BOAT TRAILER**TANDEM AXLE****VALUES**

17'-----	\$	1,575
18'-----	\$	1,855
19'-----	\$	2,105
20'-----	\$	2,195
21'-----	\$	2,455
22'-----	\$	2,720
23'-----	\$	3,220
24'-----	\$	3,695
25'-----	\$	4,165
26'-----	\$	4,640
27'-----	\$	5,125
28'-----	\$	5,385
29'-----	\$	5,670
30'-----	\$	5,970
31'-----	\$	6,220
32'-----	\$	6,550
33'-----	\$	6,900
34'-----	\$	7,235
35'-----	\$	7,635
36'-----	\$	8,035



BOAT TRAILER**TRI - AXLE****VALUES**

26'-----	\$	5,245
27'-----	\$	5,515
28'-----	\$	5,815
29'-----	\$	6,120
30'-----	\$	6,440
31'-----	\$	6,705
32'-----	\$	7,075
33'-----	\$	7,435
34'-----	\$	7,835
35'-----	\$	8,240
36'-----	\$	8,635
37'-----	\$	9,135
38'-----	\$	9,325
39'-----	\$	10,130
40'-----	\$	10,655



HORSE AND STOCK TRAILERS

4-STAR

HORSE TRAILER TACK/DRESS ROOM

BUMPER PULL

2 HORSE-----	\$	15,254
3 HORSE-----	\$	19,872
4 HORSE-----	\$	24,132

GOOSENECK

2 HORSE-----	\$	18,774
3 HORSE-----	\$	22,900
4 HORSE-----	\$	33,800
5 HORSE-----	\$	42,800
6 HORSE-----	\$	49,916

ALUM-LINE

STOCK TRAILER

BUMPER PULL

14'-----	\$	9,919
16'-----	\$	10,715
18'-----	\$	11,458

GOOSENECK

17'-----	\$	14,640
19'-----	\$	15,383
21'-----	\$	16,019
23'-----	\$	16,868
25'-----	\$	17,504
27'-----	\$	18,354
29'-----	\$	19,043
31'-----	\$	19,944

ALUM-LINE**HORSE TRAILER****BUMPER PULL**

2 HORSE-----	\$	12,624
3 HORSE-----	\$	14,322

GOOSENECK

3 HORSE-----	\$	17,823
4 HORSE-----	\$	19,732
5 HORSE-----	\$	21,324
6 HORSE-----	\$	23,233

CHARMAC
ALUMINUM**STOCK TRAIER****BUMPER PULL**

16'-----	\$	9,942
18'-----	\$	10,397

GOOSENECK

16'-----	\$	11,447
18'-----	\$	12,625
20'-----	\$	12,837
22'-----	\$	13,367
24'-----	\$	14,004

HORSE TRAILER**BUMPER PULL**

2 HORSE-----	\$	13,528
3 HORSE-----	\$	14,888
4 HORSE-----	\$	16,663

GOOSENECK

2 HORSE-----	\$	15,171
3 HORSE-----	\$	16,727
4 HORSE-----	\$	18,283
5 HORSE-----	\$	20,378
6 HORSE-----	\$	22,421

CHARMAC
STEEL

STOCK TRAILER

BUMPER PULL

12'-----	\$	5,799
14'-----	\$	6,223
26'-----	\$	6,507
18'-----	\$	6,789

GOOSENECK

14'-----	\$	8,347
16'-----	\$	8,630
18'-----	\$	8,913
20'-----	\$	9,196
22'-----	\$	9,765
24'-----	\$	10,330
26'-----	\$	10,572
28'-----	\$	11,387

CHARMAC
STEEL

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	10,118
3 HORSE-----	\$	11,349
4 HORSE-----	\$	14,074

GOOSENECK

2 HORSE-----	\$	13,403
3 HORSE-----	\$	14,357
4 HORSE-----	\$	15,737
5 HORSE-----	\$	17,522
6 HORSE-----	\$	18,407

HORSE TRAILER
WITH LIVING QUARTERS

GOOSENECK

3 HORSE-----	\$	36,990
4 HORSE-----	\$	39,130

CIRCLE D**STOCK TRAILER**

GOOSENECK

16'-----	\$	7,532
18'-----	\$	7,850
20'-----	\$	8,275
24'-----	\$	8,911

CM-ALUMINUM**STOCK TRAILER**

BUMPER PULL

16'-----	\$	14,790
----------	----	--------

GOOSENECK

16'-----	\$	17,994
20'-----	\$	18,360
24'-----	\$	20,220
28'-----	\$	21,659

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	20,500
3 HORSE-----	\$	23,800
4 HORSE-----	\$	28,050

GOOSENECK

2 HORSE-----	\$	22,525
3 HORSE-----	\$	25,576
4 HORSE-----	\$	29,395
5 HORSE-----	\$	31,150
6 HORSE-----	\$	34,800

CM-STEEL**STOCK TRAILER**

BUMPER PULL

10'-----	\$	4,774
12'-----	\$	5,092
14'-----	\$	5,728
16'-----	\$	5,994
17'-----	\$	6,859

GOOSENECK

12'-----	\$	8,142
14'-----	\$	8,514
16'-----	\$	8,699
20'-----	\$	9,813
24'-----	\$	11,458
28'-----	\$	13,526
32'-----	\$	15,012

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	6,604
3 HORSE-----	\$	9,525

DIAMOND D**STOCK TRAILER**

BUMPER PULL

12'-----	\$	4,698
16'-----	\$	5,074

GOOSENECK

12'-----	\$	6,058
14'-----	\$	6,490
16'-----	\$	7,759
18'-----	\$	8,539
20'-----	\$	8,757
24'-----	\$	9,511
28'-----	\$	10,150
32'-----	\$	10,723

DIAMOND D**HORSE TRAILER
WITH TACK ROOM**

BUMPER PULL

2 HORSE-----	\$	5,404
3 HORSE-----	\$	6,818

GOOSENECK

2 HORSE-----	\$	7,871
3 HORSE-----	\$	7,954
4 HORSE-----	\$	8,213
5 HORSE-----	\$	10,371

DIAMOND D**HORSE TRAILER
WITH DRESS ROOM**

BUMPER PULL

2 HORSE-----	\$	8,743
3 HORSE-----	\$	9,948
4 HORSE-----	\$	11,273

**HORSE TRAILER
WITH TACK/DRESS ROOM**

GOOSENECK

2 HORSE-----	\$	11,473
3 HORSE-----	\$	12,850
4 HORSE-----	\$	14,504
5 HORSE-----	\$	15,475
6 HORSE-----	\$	17,770

**HORSE TRAILER
WITH LIVING QUARTERS**

GOOSENECK

3 HORSE-----	\$	31,117
4 HORSE-----	\$	32,392

DONAHUE**STOCK TRAILER**

GOOSENECK

16'-----	\$	6,895
20'-----	\$	7,903
24'-----	\$	8,699
28'-----	\$	10,609

GOOSENECK w/HALF TOP

16'-----	\$	7,426
20'-----	\$	8,434
24'-----	\$	8,911

STOCK/COMBO TRAILER

GOOSENECK

16'-----	\$	7,850
20'-----	\$	8,964
24'-----	\$	9,654

DREAM COACH
EMERALD**HORSE TRAILER**

BUMPER PULL

EMERALD 1-----	\$	15,489
EMERALD 2-----	\$	15,798

GOOSENECK

EMERALD 1	2 HORSE-----	\$	16,868
EMERALD 2	2 HORSE-----	\$	17,133
EMERALD 1	3 HORSE-----	\$	18,327
EMERALD 2	3 HORSE-----	\$	18,804

HORSE TRAILER
W/LIVING QUARTERS

EMERALD 1	2 HORSE-----	\$	20,502
EMERALD 2	2 HORSE-----	\$	22,787
EMERALD 1	3 HORSE-----	\$	23,287
EMERALD 2	3 HORSE-----	\$	23,764

DREAM COACH
SILVER/PLATINUM

HORSE TRAILER

BUMPER PULL

SILVER-----	\$	17,597
PLATINUM-----	\$	20,151

GOOSENECK

2 HORSE SILVER-----	\$	19,096
2 HORSE PLATINUM-----	\$	23,076
3 HORSE SILVER-----	\$	24,128
3 HORSE PLATINUM-----	\$	27,902

HORSE TRAILER
w/LIVING QUARTERS

GOOSENECK

2 HORSE SILVER-----	\$	24,400
2 HORSE PLATINUM-----	\$	27,530
3 HORSE SILVER-----	\$	27,742
3 HORSE PLATINUM-----	\$	30,713

ELITE

STOCK TRAILER

BUMPER PULL

16'-----	\$	13,172
18'-----	\$	14,800

GOOSENECK

16'-----	\$	13,090
20'-----	\$	14,259
24'-----	\$	16,098
28'-----	\$	16,985

ELITE**HORSE TRAILER**

BUMPER PULL

2 HORSE-----	\$	20,369
3 HORSE-----	\$	24,400

GOOSENECK

2 HORSE-----	\$	22,173
3 HORSE-----	\$	26,231
4 HORSE-----	\$	31,049
5 HORSE-----	\$	35,487
6 HORSE-----	\$	40,049

EXISS**STOCK TRAILER**

BUMPER PULL

13'-----	\$	13,155
16'-----	\$	14,693

STOCK/COMBO TRAILER

BUMPER PULL

13'-----	\$	14,799
16'-----	\$	16,762

GOOSENECK

16'-----	\$	14,746
18'-----	\$	15,652
20'-----	\$	16,974
24'-----	\$	19,096

EXISS**HORSE TRAILER**

BUMPER PULL

2 HORSE-----	\$	14,158
3 HORSE-----	\$	16,195

GOOSENECK

2 HORSE-----	\$	15,431
3 HORSE-----	\$	16,598
4 HORSE-----	\$	26,556
5 HORSE-----	\$	31,789
6 HORSE-----	\$	33,233

HORSE TRAILER
w/LIVING QUARTERS

GOOSENECK

3 HORSE-----	\$	48,678
4 HORSE-----	\$	61,524
7 HORSE-----	\$	74,686

FEATHERLITE
ALUMINUM**STOCK TRAILER**

BUMPER PULL

10'-----	\$	11,850
12'-----	\$	12,346
14'-----	\$	13,290
16'-----	\$	14,335
18'-----	\$	14,708

GOOSENECK

16'-----	\$	15,341
18'-----	\$	15,750
20'-----	\$	16,175
24'-----	\$	17,706
30'-----	\$	22,261

FEATHERLITE
ALUMINUM

STOCK/COMBO TRAILER

BUMPER PULL

12'-----	\$	11,380
16'-----	\$	12,423
18' 3 HORSE-----	\$	18,170
20' 4 HORSE-----	\$	19,716

GOOSENECK

16'-----	\$	17,670
18'-----	\$	17,689
20'-----	\$	18,785
24'-----	\$	20,379

FEATHERLITE
ALUMINUM

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	21,620
3 HORSE-----	\$	29,189
4 HORSE-----	\$	33,206

GOOSENECK

2 HORSE-----	\$	29,141
3 HORSE-----	\$	30,144
4 HORSE-----	\$	86,770
5 HORSE-----	\$	100,100
6 HORSE-----	\$	109,085
7 HORSE-----	\$	115,047
8 HORSE-----	\$	122,870

HORSE TRAILER
w/LIVING QUARTERS

GOOSENECK

2 HORSE-----	\$	55,408
3 HORSE-----	\$	66,719
4 HORSE-----	\$	66,975

**FEATHERLITE
STEEL**

STOCK TRAILER

BUMPER PULL

12'-----	\$	4,925
16'-----	\$	5,415

GOOSENECK

12'-----	\$	5,994
14'-----	\$	6,482
16'-----	\$	7,620
18'-----	\$	8,407
20'-----	\$	8,537
24'-----	\$	9,325

**FEATHERLITE
STEEL**

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	9,628
3 HORSE-----	\$	10,999
4 HORSE-----	\$	12,290

GOOSENECK

2 HORSE-----	\$	12,500
3 HORSE-----	\$	13,957
4 HORSE-----	\$	15,734
5 HORSE-----	\$	16,739
6 HORSE-----	\$	19,178

HORSE TRAILER w/LIVING QUARTERS

GOOSENECK

3 HORSE-----	\$	36,824
4 HORSE-----	\$	38,539

HART**HORSE TRAILER**

BUMPER PULL

2 HORSE-----	\$	17,717
3 HORSE-----	\$	21,191

GOOSENECK

2 HORSE-----	\$	21,562
3 HORSE-----	\$	25,037
4 HORSE-----	\$	28,026
5 HORSE-----	\$	35,434

HORSE TRAILER
w/LIVING QUARTERS

GOOSENECK

2 HORSE-----	\$	34,387
3 HORSE-----	\$	39,240
4 HORSE-----	\$	45,499

HILLSBORO
ALUMINUM**STOCK TRAILER**

GOOSENECK

16'-----	\$	18,241
18'-----	\$	19,736
20'-----	\$	20,772
22'-----	\$	21,444
24'-----	\$	21,900
26'-----	\$	26,833
28'-----	\$	27,538
30'-----	\$	33,493
32'-----	\$	34,303
34'-----	\$	35,095

HILLSBORO
STEEL

STOCK TRAILER

GOOSENECK

16'-----	\$	8,221
18'-----	\$	8,672
20'-----	\$	8,999
24'-----	\$	10,294
28'-----	\$	12,318

HILLSBORO
ALUMINUM

STOCK/COMBO TRAILER

GOOSENECK

3 HORSE-----	\$	22,766
4 HORSE-----	\$	26,140

STEEL

3 HORSE-----	\$	11,230
4 HORSE-----	\$	12,477

JACKSON

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	12,853
3 HORSE-----	\$	15,022
4 HORSE-----	\$	16,709

GOOSENECK

2 HORSE-----	\$	15,786
3 HORSE-----	\$	19,202
4 HORSE-----	\$	23,283
6 HORSE-----	\$	28,278

KIEFER BUILT
ALUMINUM

STOCK TRAILER

BUMPER PULL

16'-----	\$	11,882
18'-----	\$	13,632
20'-----	\$	13,950

GOOSENECK

16'-----	\$	17,239
18'-----	\$	18,035
20'-----	\$	18,141
22'-----	\$	19,255
24'-----	\$	20,157
26'-----	\$	23,817
28'-----	\$	23,870
30'-----	\$	24,050
32'-----	\$	24,165
34'-----	\$	25,389
36'-----	\$	27,279
38'-----	\$	29,222
40'-----	\$	31,290

KIEFER BUILT
ALUMINUM

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	17,356
3 HORSE-----	\$	18,756

GOOSENECK

2 HORSE-----	\$	23,251
3 HORSE-----	\$	25,835
4 HORSE-----	\$	27,689
5 HORSE-----	\$	31,814
6 HORSE-----	\$	33,895

KIEFER BUILT
ALUMINUM SKIN

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	10,845
3 HORSE-----	\$	11,300
4 HORSE-----	\$	13,105

GOOSENECK

2 HORSE-----	\$	14,600
3 HORSE-----	\$	21,170
4 HORSE-----	\$	23,345

LOGAN COACH

STOCK TRAILER

BUMPER PULL

13'-----	\$	4,905
16'-----	\$	5,730

GOOSENECK

16'-----	\$	8,735
18'-----	\$	9,224
20'-----	\$	9,377
24'-----	\$	10,502

LOGAN COACH

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	11,675
3 HORSE-----	\$	13,845
4 HORSE-----	\$	15,450

GOOSENECK

2 HORSE-----	\$	13,192
3 HORSE-----	\$	18,261
4 HORSE-----	\$	23,727

MERHOW
ALUMINUM

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	15,745
3 HORSE-----	\$	19,695
4 HORSE-----	\$	22,670

GOOSENECK

2 HORSE-----	\$	19,760
3 HORSE-----	\$	23,660
4 HORSE-----	\$	26,560

MERHOW
STEEL

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	12,895
3 HORSE-----	\$	16,073
4 HORSE-----	\$	18,850

GOOSENECK

2 HORSE-----	\$	16,690
3 HORSE-----	\$	19,930
4 HORSE-----	\$	22,448

PONDEROSA
STEEL

STOCK TRAILER

14'-----	\$	3,554
16'-----	\$	3,729
18'-----	\$	3,914

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	4,495
3 HORSE-----	\$	5,295

GOOSENECK

3 HORSE-----	\$	6,995
4 HORSE-----	\$	7,495

SOONER TRAILER**STOCK TRAILER**

GOOSENECK

16'-----	\$	13,890
20'-----	\$	14,170
24'-----	\$	18,501
26'-----	\$	22,840
28'-----	\$	23,862

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	15,122
3 HORSE-----	\$	17,600

GOOSENECK

2 HORSE-----	\$	15,900
3 HORSE-----	\$	21,715
4 HORSE-----	\$	25,367
5 HORSE-----	\$	25,759
6 HORSE-----	\$	40,328

SUNDOWNER**STOCK TRAILER**

BUMPER PULL

12'-----	\$	12,932
14'-----	\$	13,743
16'-----	\$	14,274
18'-----	\$	14,762
20'-----	\$	15,505
22'-----	\$	16,003

GOOSENECK

16'-----	\$	15,324
18'-----	\$	15,770
20'-----	\$	16,751
22'-----	\$	17,526
24'-----	\$	18,088
26'-----	\$	18,788
28'-----	\$	22,204
30'-----	\$	23,228

SUNDOWNER**STOCK TRAILER****GOOSENECK CONTINUED**

32'-----	\$	23,711
34'-----	\$	24,416
36'-----	\$	25,132
38'-----	\$	25,864
40'-----	\$	26,580

SUNDOWNER**HORSE TRAILER****BUMPER PULL**

2 HORSE-----	\$	15,442
3 HORSE-----	\$	16,995
4 HORSE-----	\$	20,847

GOOSENECK

2 HORSE-----	\$	19,179
3 HORSE-----	\$	24,795
4 HORSE-----	\$	30,455
5 HORSE-----	\$	35,174
6 HORSE-----	\$	37,894
7 HORSE-----	\$	43,466
8 HORSE-----	\$	47,003
9 HORSE-----	\$	49,250
10 HORSE-----	\$	49,542

HORSE TRAILER w/LIVING QUARTERS

2 HORSE-----	\$	62,969
3 HORSE-----	\$	70,304
4 HORSE-----	\$	76,340

THURO-BILT**STOCK TRAILER****BUMPER PULL**

SPIRIT-----	\$	4,710
13'-----	\$	5,341
17'-----	\$	6,328
19'-----	\$	6,826

HORSE TRAILER

2 HORSE-----	\$	9,426
3 HORSE-----	\$	11,256
4 HORSE-----	\$	12,348

TITAN**STOCK TRAILER****BUMPER PULL**

10'-----	\$	5,810
12'-----	\$	5,953
14'-----	\$	6,159
16'-----	\$	6,318
18'-----	\$	7,278
20'-----	\$	7,518

GOOSENECK

10'-----	\$	8,362
12'-----	\$	8,521
14'-----	\$	8,965
16'-----	\$	9,248
18'-----	\$	9,445
20'-----	\$	9,723
22'-----	\$	10,502
24'-----	\$	11,277
26'-----	\$	11,760
28'-----	\$	12,237
30'-----	\$	12,704
32'-----	\$	13,174

TITAN**HORSE TRAILER****BUMPER PULL**

2 HORSE-----	\$	7,690
3 HORSE-----	\$	9,824
4 HORSE-----	\$	10,997

GOOSENECK

2 HORSE-----	\$	13,709
3 HORSE-----	\$	14,769
4 HORSE-----	\$	18,980
5 HORSE-----	\$	20,555

TRAILS WEST**STOCK TRAILER**

BUMPER PULL

12'-----	\$	6,317
14'-----	\$	6,445
16'-----	\$	7,522
18'-----	\$	7,670

GOOSENECK

12'-----	\$	8,428
14'-----	\$	8,450
16'-----	\$	8,599
18'-----	\$	9,341
20'-----	\$	9,526
22'-----	\$	10,296
24'-----	\$	10,396

TRAILS WEST**HORSE TRAILER**

BUMPER PULL

2 HORSE-----	\$	9,425
3 HORSE-----	\$	13,147
4 HORSE-----	\$	13,956

GOOSENECK

2 HORSE-----	\$	12,504
3 HORSE-----	\$	15,992
4 HORSE-----	\$	17,095
5 HORSE-----	\$	18,297
6 HORSE-----	\$	21,195

W-W TRAILERS**STEEL****STOCK TRAILER****BUMPER PULL**

10'-----	\$	3,883
12'-----	\$	3,904
14'-----	\$	4,040
16'-----	\$	4,291
17'-----	\$	5,578

GOOSENECK

16'-----	\$	5,260
18'-----	\$	5,633
20'-----	\$	6,250
24'-----	\$	7,117
28'-----	\$	8,312

HORSE TRAILER**BUMPER PULL**

1 HORSE-----	\$	3,363
2 HORSE-----	\$	6,418
3 HORSE-----	\$	6,680

GOOSENECK

3 HORSE-----	\$	9,293
4 HORSE-----	\$	10,476
6 HORSE-----	\$	10,714

GENERIC STEEL STOCK TRAILER

BUMPER PULL	<u>STEEL</u>	<u>ALUMINUM</u>
6X14-----	\$ 4,386	\$ 10,971
6X16-----	\$ 4,663	\$ 11,661
6X18-----	\$ 4,880	\$ 12,205
6X20-----	\$ 5,521	\$ 13,134

GOOSENECK

6X14-----	\$ 5,214	\$ 13,041
6X16-----	\$ 5,485	\$ 13,717
6X18-----	\$ 6,036	\$ 15,097
6X20-----	\$ 6,136	\$ 15,197
6X24-----	\$ 6,323	\$ 15,813

HORSE TRAILER**BUMPER PULL**

TWO HORSE STRAIGHT LOAD-----	\$ 4,323	\$ 10,812
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TWO HORSE STRAIGHT LOAD w/TACK COMPARTMENT-----	\$ 4,599	\$ 11,502
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TWO HORSE STOCK w/TACK/DRESSING ROOM-----	\$ 5,002	\$ 12,510
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TWO HORSE SLANT w/TACK/DRESSING ROOM-----	\$ 5,427	\$ 13,571
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THREE HORSE SLANT w/TACK/DRESSING ROOM-----	\$ 5,819	\$ 14,553
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GOOSENECK

THREE HORSE SLANT w/TACK/DRESSING ROOM-----	\$ 6,281	\$ 15,707
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FOUR HORSE SLANT w/TACK/DRESSING ROOM-----	\$ 6,726	\$ 16,822
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BUMPER PULL STOCK TRAILER



GOOSENECK STOCK TRAILER



BUMPER PULL COMBO TRAILER



GOOSENECK COMBO TRAILER



BUMPER PULL TRAILER w/TACK



GOOSENECK w/TACK/DRESSING ROOM



GOOSENECK w/LIVING QUARTERS



GENERIC

MOPED'S & SCOOTERS

GAS & ELECTRIC POWERED

UP TO 50cc-----	\$	1,000
150cc-----	\$	1,500
200cc-----	\$	2,000
250cc-----	\$	2,500



GENERIC

MINI TRUCKS AND CARS

ALL-----	\$	5,500
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GENERIC

STREET LEGAL GOLF CARTS
AKA (LSV) Low Speed Vehicles

2 PERSON-----	\$	8,500
4 PERSON-----	\$	9,200



GENERIC

SMART CARS

HATCHBACK-----	\$	16,007
CONVERTIBLES-----	\$	19,930



PUBLIC NOTICE AND ORDER OF MAYOR AND COUNCIL OF
THE CITY OF HATTIESBURG, MISSISSIPPI, ADOPTING A
MOTOR VEHICLE ASSESSMENT SCHEDULE FOR THE
CITY OF HATTIESBURG, MISSISSIPPI, FOR THE FISCAL
YEAR BEGINNING OCTOBER 1, 2017 AND ENDING
SEPTEMBER 30, 2018

WHEREAS, the Mayor and Council of the City of Hattiesburg, Mississippi, have received from the Mississippi Department of Revenue notice of the adoption of the Motor Vehicle Assessment Schedule by said department for the fiscal year 2017-18; and

WHEREAS, the hard copy schedule of assessments by property code is no longer produced and the assessment schedule for passenger vehicles and lights trucks in produced only the computer system of the county tax collector, and is the schedule that is subject for adoption; and

WHEREAS, the Mayor and Council of said City desire to adopt the same for the City of Hattiesburg in assessing and collecting ad valorem taxes on motor vehicles for the ensuing year.

IT IS THEREFORE, HEREBY ORDERED BY THE MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, TO-WIT:

The Motor Vehicle Assessment Schedule for the fiscal year 2017-18 adopted by the Mississippi Department of Revenue under the provisions of the Motor Vehicle Ad Valorem Tax Act of 1958, as amended by Laws of 1960, being Section 27-51-21, Mississippi Code of 1972, Annotated, is hereby adopted as the Motor Vehicle Assessment Schedule for the City of Hattiesburg, MS, for the fiscal year beginning October 1, 2017 and ending September 30, 2018.

A public hearing of the Mayor and Council of the City of Hattiesburg will be held in the City Hall located 200 Forrest Street in said City at 4:00 November 21, 2017, for the purpose of hearing and taking action on any complaint or objection filed in writing objection to and petitioning for a special reduction of any portion of said motor vehicle assessment schedule affecting the complainant directly. Said motor vehicle assessment schedule is open for public inspection and examination in the Office of the Forrest and Lamar County Tax Collectors until the date and time of said hearing.

This order is entered, and the Clerk of the City of Hattiesburg, Mississippi, shall have published in a newspaper, published and having a general circulation in the City of Hattiesburg, a certified copy hereof, pursuant to and as NOTICE under the provisions of the Motor Vehicle Ad Valorem Tax Act of 1958, and Chapter 273 of the Laws of 1960, otherwise designated as Section 27-51-21 of the Mississippi Code Of 1972, Annotated.

SO ORDERED AND APPROVED on this 17th day of October, 2017.

MAYOR

ATTEST:

CITY CLERK

PUBLIC NOTICE AND ORDER ADOPTING
A MOTOR VEHICLE ASSESSMENT SCHEDULE
FOR THE CITY OF HATTIESBURG FOR THE 2017-18 FISCAL YEAR

WHEREAS, the Mayor and Council of the City of Hattiesburg, Mississippi, have received from the Mississippi Department of Revenue notice of the adoption of the Motor Vehicle Assessment Schedule by said department for the fiscal year 2017-18; and

WHEREAS, the hard copy schedule of assessments by property code is no longer produced, and the assessment schedule for passenger vehicles and lights trucks that is subject for adoption is produced electronically and is available only in the computer system of the county tax collector; and

WHEREAS, the Mayor and Council of said City desire to adopt the same for the City of Hattiesburg in assessing and collecting ad valorem taxes on motor vehicles for the ensuing year, in accordance with Section 27-51-19, Miss. Code Ann.

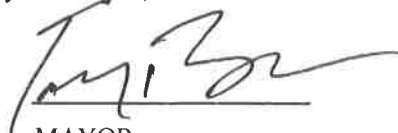
IT IS THEREFORE, HEREBY ORDERED BY THE MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, TO-WIT:

The Motor Vehicle Assessment Schedule for the fiscal year 2017-18 adopted by the Mississippi Department of Revenue under the provisions of the Motor Vehicle Ad Valorem Tax Act of 1958, as amended by Laws of 1960, being Section 27-51-21, Mississippi Code of 1972, Annotated, is hereby adopted as the Motor Vehicle Assessment Schedule for the City of Hattiesburg, MS, for the fiscal year beginning October 1, 2017 and ending September 30, 2018.

A public hearing of the Mayor and Council of the City of Hattiesburg will be held in City Hall, located at 200 Forrest Street in Hattiesburg, at 4:00 November 20, 2017, for the purpose of hearing and receiving any complaint or objection filed in writing to petition for a special reduction of any portion of said motor vehicle assessment schedule affecting the complainant directly. Said motor vehicle assessment schedule is open for public inspection and examination in the Office of the Forrest and Lamar County Tax Collectors until the date and time of said hearing.

This order is entered, and the Clerk of the City of Hattiesburg, Mississippi, shall have published in a newspaper, published and having a general circulation in the City of Hattiesburg, a certified copy hereof, pursuant to and as NOTICE under the provisions of the Motor Vehicle Ad Valorem Tax Act of 1958, and Chapter 273 of the Laws of 1960, otherwise designated as Section 27-51-21 of the Mississippi Code Of 1972, Annotated.

SO ORDERED AND APPROVED on this 17th day of October, 2017.


MAYOR

ATTEST:


CITY CLERK



City of Hattiesburg, MS

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

Master

File Number: 2017-789

File ID: 2017-789

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 10/05/2017

Brief Title: Mutual Aid Agreement between the City of Hattiesburg and Camp Shelby.

Final Action:

Minute Book Number: MB2017-434

Title:

Authorize the Mayor to execute mutual aid agreement between Camp Shelby Joint Forces Training Center Fire Department and the City of Hattiesburg Fire Department for mutual aid in fire prevention and emergency services.

Notes:

Agenda Date: 10/17/2017

Indexes:

Agenda Number: VII.-1

Sponsors:

Enactment Date:

Attachments: Mutual Aid Agreement, Camp Shelby, COH Fire Departments, executed Mutual Aid Agreement, Camp Shelby, COH Fire Departments

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	10/17/2017					

Text of Legislative File 2017-789

Title

Authorize the Mayor to execute mutual aid agreement between Camp Shelby Joint Forces Training Center Fire Department and the City of Hattiesburg Fire Department for mutual aid in fire prevention and emergency services.

Summary

Mutual aid agreement between the City of Hattiesburg and Camp Shelby.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MUTUAL AID AGREEMENT
BETWEEN
CAMP SHELBY JOINT FORCES TRAINING CENTER
AND
CITY OF HATTIESBURG FIRE DEPARTMENT

This agreement, entered into October 17, 2017, defines responsibilities between Camp Shelby Joint Forces Training Center and City of Hattiesburg Fire Department, hereafter referred to as Camp Shelby FD and Hattiesburg FD respectively. The agreement seeks to secure for each the benefits of mutual aid in fire prevention, the protection of life, and property from fire, and firefighting to include emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue events involving vehicular and water mishaps, and trench, building, and confined space extractions.

It is agreed that

- a. On request to a representative of the Camp Shelby FD by a representative of the Hattiesburg FD, firefighting equipment and personnel of Camp Shelby FD will be dispatched when available to any point within the area for which Hattiesburg FD normally provides fire protection.
- b. On request to a representative of Hattiesburg FD by a representative of Camp Shelby FD, firefighting equipment and personnel of Hattiesburg FD will be dispatched when available to any point within the firefighting jurisdiction of Camp Shelby FD.
- c. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance should immediately inform the requesting department if, for any reason, assistance cannot be rendered.
- d. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:
 - (1) Any request for aid under this agreement will specify the location to which the equipment and personnel are to be dispatched; however, the amount and type of equipment and number of personnel to be furnished will be determined by a representative of the responding organization.
 - (2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and will be subject to the appropriate orders of the official.

(3) A responding organization will be released by the requesting organization when the services of the responding organization are no longer required, or when the responding organization is needed within the area for which it normally provides fire protection.

(4) If a crash of aircraft owned or operated by the United States or military aircraft of any foreign nation occurs within the area for which the Hattiesburg FD normally provides fire protection, the Chief of the Camp Shelby FD or his or her representative may assume full command on arrival at the scene of the crash.

e. Each party hereby waives all claims against every other party for compensation for any loss, damage, injury or death occurring as a consequence of the performance of this agreement except those claims authorized under 15 U.S.C.2210.

f. The chief fire officers and personnel of the fire departments of both parties to this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-fire planning inspections and drills.

g. The technical heads of the fire departments of the parties to this agreement are authorized and directed to meet and draft any detailed plans and procedures of operation necessary to effectively implement this agreement. Such plans and procedures of operations shall become effective upon ratification by the signatory parties.

h. All equipment used by Hattiesburg FD in carrying out this agreement will be owned by Hattiesburg FD; and all personnel for Hattiesburg FD under this agreement will be employees of Hattiesburg FD.

This agreement shall become effective upon the date hereof and remain in full force and effect until cancelled by mutual agreement of the parties hereto or by written notice by one party to the other party, giving thirty (30) days' notice of said cancellation.

Toby Barker
Mayor, City of Hattiesburg

Bobby M. Ginn
COL, LG, MSNG
Installation Commander, CSJFTC

MUTUAL AID AGREEMENT

BETWEEN

CAMP SHELBY JOINT FORCES TRAINING CENTER
AND

CITY OF HATTIESBURG FIRE DEPARTMENT

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Toby Barker
Mayor, City of Hattiesburg

Bobby M. Ginn
COL, LG, MSNG
Installation Commander, CSJFTC



City of Hattiesburg, MS

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

Master

File Number: 2017-800

File ID: 2017-800

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 10/09/2017

Brief Title: 2018 FAA Grant Pre-Application

Final Action:

Minute Book Number:

Title:

Authorize application to the U.S. Department of Transportation - Federal Aviation Administration for a grant for the construction of Taxiway Extension Part 2 of the Bobby L. Chain Municipal Airport; Authorize Mayor to execute multiple originals of preapplication and application.

Notes:

Agenda Date: 10/17/2017

Indexes:

Agenda Number: VII.-2

Sponsors:

Enactment Date:

Attachments: RevisedTxwyExtPart2Preapp

Enactment Number:

Contact:

Meeting Date: 10/17/2017

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	10/17/2017					

Text of Legislative File 2017-800

Title

Authorize application to the U.S. Department of Transportation - Federal Aviation Administration for a grant for the construction of Taxiway Extension Part 2 of the Bobby L. Chain Municipal Airport; Authorize Mayor to execute multiple originals of preapplication and application.

Summary

2018 FAA Grant Pre-Application

Budget Information

039551.7295.02

Expenditure Type

Grant

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☒ Preapplication
☐ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

City Of Hattiesburg

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

72-1389768

*** c. Organizational DUNS:**

079448130

d. Address:

*** Street1:**

200 Forrest Street

Street2:

*** City:**

Hattiesburg

County/Parish:

Forrest

*** State:**

MS: Mississippi

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

39401

e. Organizational Unit:

Department Name:

Engineering

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

*** First Name:**

Lamar

Middle Name:

*** Last Name:**

Rutland

Suffix:

Title:

Airport Director / City Enginner

Organizational Affiliation:

Hattiesburg-Bobby L. Chain Municipal Airport

*** Telephone Number:**

(601) 545-4540

Fax Number:

(601) 545-4642

*** Email:**

lrutland@hattiesburgms.com

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration (FAA0

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

* 12. Funding Opportunity Number:

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Construct Taxiway Extension Part 2

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	615,600.00
* b. Applicant	
* c. State	34,200.00
* d. Local	129,200.00
* e. Other	
* f. Program Income	
* g. TOTAL	779,000.00

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:



Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	☒ Yes ☐ No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	☒ Yes ☐ No ☐ N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	☐ Yes ☒ No ☐ N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	☐ Yes ☒ No ☐ N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes. ☐ The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? ☐ Yes ☐ No ☐ The project is included in another Federal Assistance program. Its CFDA number is below.	☐ Yes ☐ No ☒ N/A
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply: ☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414. ☐ Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).	☐ Yes ☒ No ☐ N/A
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

This is on Airport Land. This Phase of the taxiway has no effect on the adjacent land.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

N/A

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Land is owned by airport.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL
1. Federal Domestic Assistance Catalog Number: 20.106
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 3,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			18,000
5. Other Architectural engineering fees			8,000
6. Project inspection fees			112,000
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			638,000
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 779,000
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			779,000
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 779,000
19. Federal Share requested of Line 18			615,600
20. Grantee share			129,200
21. Other shares			34,200
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 779,000

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	\$ 129,200
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 129,200
25. Other Shares	Amount
a. State	34,200
b. Other	
c. TOTAL - Other Shares	\$ 34,200
26. TOTAL NON-FEDERAL FINANCING	\$ 163,400

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Parallel Taxiway Completion Phase (Engineering) - Part 1

AIRPORT: Bogalusa Gerorge R. Carr Memorial Airfield

1. Objective:

The primary objective at HBG is to provide a "safe and efficient use of the navigable airspace" in accordance with FAA standards. According to FAA Advisory Circular 150/5300-13, a parallel taxiway is key in "reducing runway incursions with the corollary benefit of mitigation the potential of aircraft accident". This pre-application includes construction of the second part of the parallel taxiway extension.

2. Benefits Anticipated:

The complete taxiway will increase airport safety and provide acceptable line-of sight requirements for aircraft movement. In accordance with FAA order 5100-38C Airport Improvement Handbook, paragraph 525, a taxiway is used to expedite the flow of traffic between runways and aircraft parking areas available for public use. The benefit of this project is to bring the airport into compliance with FAA Standards

3. Approach: (See approved Scope of Work in Final Application)

This project constructs approximately 800 L.F. of taxiway extension.

4. Geographic Location:

Hattiesburg, MS Forrest County
31 Deg. 15' 53.8"N / 89 Deg. 51' 10.40"W

5. If Applicable, Provide Additional Information:

N/A

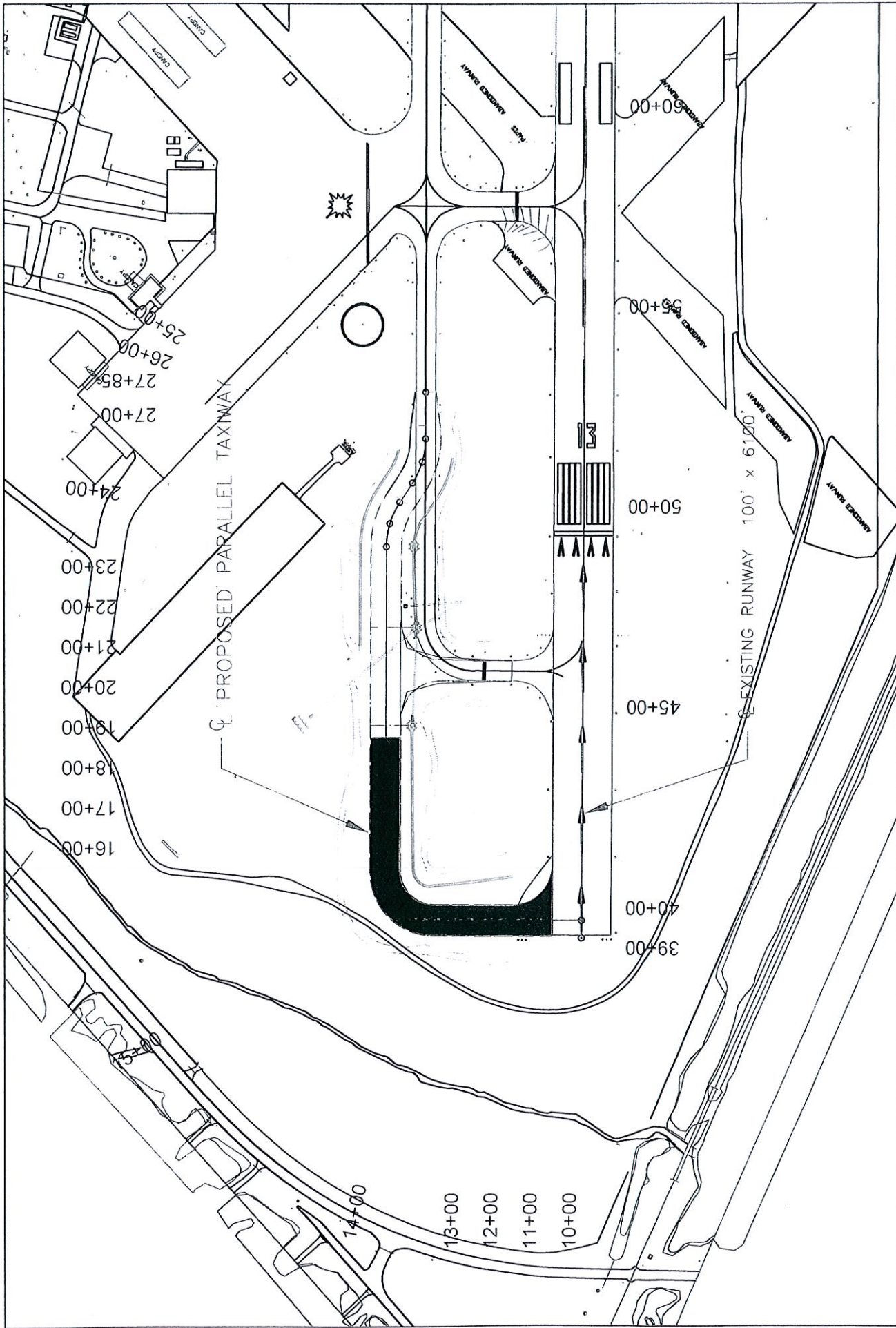
6. Sponsor's Representative: (include address & telephone number)

Lamar Rutland, PE Airport Director / City Engineer
212 West Front Street Hattiesburg, MS 39401
601-545-4540

Hattiesburg - Bobby L. Chain Municipal Airport
Taxiway Extension Part 2 Cost Estimate

Cost Estimate	
1. Administration	\$3,000
2. Engineering	\$18,000
3. Engineering (Testing)	\$8,000
4. Construction	\$543,000
4a. Construction (100% City Funded)	\$95,000
5. Const. Admin, Inspection	\$112,000
Total	\$779,000
* Items 1,2,3,4,5, will require 5% City Funding	
* Item 4a. (additional Taxiway width-non FAA participating) will be 100% City funded	

Base Bid Item Number	Description	Unit of Measure	Approximate Quantity	Engineers Estimate	
				Unit Price	Total
P-151	Clearing and Demolition	Lump Sum	1	\$15,000.00	\$15,000.00
P-152-4.1	Unclassified Excavation	C.Y.	2,100	\$7.00	\$14,700.00
P-152-4.2	Embankment in Place	C.Y.	2,450	\$11.50	\$28,175.00
P-209	Crushed Aggregate Base Course	C.Y.	2,800	\$97.50	\$273,000.00
P-401-8.1a	Bituminous Surface Course	Ton	1,600	\$90.00	\$144,000.00
P-602	Bituminous Prime Coat	Gal.	1,100	\$3.50	\$3,850.00
P-603	Bituminous Tack Coat	Gal.	1,100	\$3.50	\$3,850.00
P-620-5.1 (A)	Runway and Taxiway Painting	S.F.	1,035	\$3.50	\$3,622.50
D-705-5.5(B)	6" Underdrain Complete (Including Porous Backfill and Filter Fabric)	L.F.	990	\$18.00	\$17,820.00
T-901-5.1	Turfing (Seed, Fertilizer and Mulch)	Acre	3.0	\$5,600.00	\$16,800.00
S001	Mobilization	Lump Sum	1	\$15,000.00	\$15,000.00
S003	Construction Layout	Lump Sum	1	\$9,567.50	\$9,567.50
	Taxiway Lighting Adjustments and Additions	Lump Sum	1	\$92,615.00	\$92,615.00
	Subtotal				\$638,000.00



TAXIWAY EXTENSION PART 2 EXHIBIT

HATTIESBURG BOBBY L. CHAIN MUNICIPAL AIRPORT

HATTIESBURG, MISSISSIPPI

ARE[®]
 AIR REUNION
 CONSULTANTS

DESIGN & MANAGEMENT
 PROFESSIONALS

SHREVEPORT, LOUISIANA
 HAMMOND, LOUISIANA



City of Hattiesburg, MS

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

Master

File Number: 2017-785

File ID: 2017-785

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 10/05/2017

Brief Title: Maintenance Agreement -Blue Dolphin

Final Action:

Minute Book Number: MB2017-434

Title:

Authorize Mayor to execute maintenance agreement with Blue Dolphin Pools, Inc for swimming pools and fountain maintenance at various locations owned by the City of Hattiesburg.

Notes: 'negotiating parts' is entering a contract for parts with an undetermined price. Best practice is to advertise for RFP for pool and fountain maintenance.

Agenda Date: 10/17/2017

Indexes:

Agenda Number: VII.-3

Sponsors:

Enactment Date:

Attachments: Blue Dolphin Maintenance Agreement, 10-17-17,
executed Blue Dolphin Maintenance Agreement,
10-17-17

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	10/17/2017					

Text of Legislative File 2017-785

Title

Authorize Mayor to execute maintenance agreement with Blue Dolphin Pools, Inc for swimming pools and fountain maintenance at various locations owned by the City of Hattiesburg.

Summary

Maintenance Agreement between the City of Hattiesburg and Blue Dolphin Pools, Inc.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Swimming Pool & Fountain Maintenance Contract

This contract for swimming pool and fountain maintenance (Labor Only) is made effective as of October 3, 2017, by and between Blue Dolphin Pools, Inc. & the City of Hattiesburg. In this contract, the party contracting to receive the service will be referred to as "the City of Hattiesburg," and the party providing the services will be referred to as "Blue Dolphin Pools."

- I. DESCRIPTION OF SERVICES- Beginning upon the agreement of this contract, Blue Dolphin Pools will provide the following services:
 - a. Cleaning and water maintenance (excluding chemicals/parts) twice per week for the fountains located at (1) the Veterans Memorial (2) City Hall & (3) the Hattiesburg Cultural Center.
 - b. Draining, acid washing, refilling & balancing the swimming pools at (1) Dahmer Park (2) CE Roy & (3) McNair during the second week of May.
 - c. Cleaning and water maintenance three times per week for the swimming pools at Dahmer Park, CE Roy, & McNair from the dates of May 15th to July 31st.
 - d. All chemicals needed for fountain/pool maintenance will be supplied by the City of Hattiesburg.
2. PAYMENT FOR SERVICES- In exchange for these services the City of Hattiesburg will pay Blue Dolphin Pool Service accordingly:
 - a. Cleaning and water maintenance at Veterans Memorial, City Hall, & the Hattiesburg Cultural Center at the monthly rate of \$600.00 per month (\$7,200.00 per year).
 - b. Draining, acid washing, refilling & balancing the swimming pools at Dahmer Park, CE Roy & McNair at the once per year rate of \$6,800.00 (Dahmer Park- \$2,500.00, CE Roy - \$1,800.00, McNair- \$2,500.00).
 - c. Cleaning and water maintenance for the swimming pools at Dahmer Park, CE Roy & McNair from the dates of May 15th to July 30th at the rate of \$4,400.00 (Dahmer Park- \$2,200.00 CE Roy- \$1,100.00, McNair \$1,100.00).
3. TERM- Starting Date: October 17, 2017 End Date: September 30, 2019

Blue Dolphin Signature: _____ (Printed) — — — — —

City of Hattiesburg Signature: _____ (Printed) _____

Swimming Pool & Fountain Maintenance Contract

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3. TERM- Starting Date: October 17, 2017 End Date: September 30, 2019

Blue Dolphin Signature: _____ (Printed) _____

City of Hattiesburg Signature:  (Printed) Toby Barker, Mayor



City of Hattiesburg, MS

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

Master

File Number: 2017-786

File ID: 2017-786

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 10/05/2017

Brief Title: Acknowledge and accept the bid of Hattiesburg Post
as best and only bid received.

Final Action:

Minute Book Number: MB2017-434

Title:

Acknowledge receipt of bid received on September 28,2017, for legal
advertising for the City of Hattiesburg and accept the bid from The
Hattiesburg Post as the best and only bid received.

Notes:

Agenda Date: 10/17/2017

Indexes:

Agenda Number: VII.-4

Sponsors:

Enactment Date:

Attachments: Bid-The Hattiesburg Post

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	10/17/2017					

Text of Legislative File 2017-786

Title

Acknowledge receipt of bid received on September 28,2017, for legal advertising for the City
of Hattiesburg and accept the bid from The Hattiesburg Post as the best and only bid received.

Summary

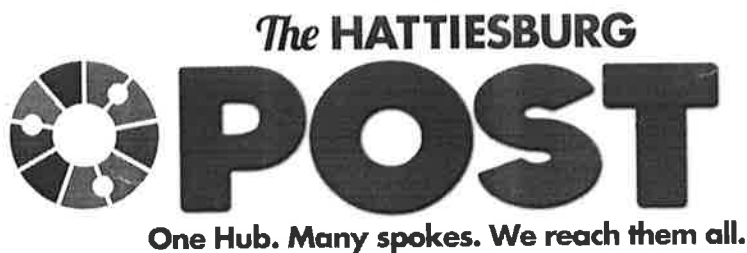
Acknowledge and accept bid of the Hattiesburg Post as the best and only bid received.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



David Gustafson, Publisher

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

Sept. 28, 2017

Kermas Eaton, City Clerk
City of Hattiesburg
P.O. Box 1898
200 Forrest Street
Hattiesburg, MS 39403-1898

Mr. Eaton:

The Hattiesburg Post, a Mississippi-owned newspaper afforded the rights to publish legal advertising by Title 13, Chapter 3, Section 31 of Mississippi Code, hereby submits its bid to publish all official legal advertisements for The City of Hattiesburg for the period of Oct. 1, 2017 to Sept. 30, 2018.

We faithfully submit the rate of 12 cents per word for the first insertion and 10 cents per word for any and all subsequent insertions, unless otherwise required and specified by Mississippi code.

Thank you for the consideration.

Sincerely,

David R. Gustafson
Editor/Publisher



City of Hattiesburg, MS

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

Master

File Number: 2017-787

File ID: 2017-787

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Deborah Bourne

File Created: 10/05/2017

Brief Title: Approve the sale of grave spaces, per attached receipts and memo's.

Final Action:

Minute Book Number: MB2017-434

Title:

Approve the sale of grave spaces, Per attached receipts and memo's.

Notes:

Agenda Date: 10/17/2017

Indexes:

Agenda Number: VII.-5

Sponsors:

Enactment Date:

Attachments: Receipts-10-17-17, Memos 10-17-17, Deeds 10-17-17, executed Deeds 10-17-17

Enactment Number:

Contact:

Meeting Date: 10/17/2017

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/17/2017					

Text of Legislative File 2017-787

Title

Approve the sale of grave spaces, Per attached receipts and memo's.

Summary

Approve the sale of grave spaces.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-03 2017

SOLD TO:

Mr.. Mrs. Miss Glenn Rayburn

ADDRESS 1200 Jackson Rd Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

E $\frac{1}{2}$ — $\frac{1}{4}$ Lot No. 32 Section No. 35 in Highland Cemetery

Number of grave spaces 4 Price per grave space \$ 175.00

Price Received \$ 700.00

CK # 1802

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10/4 2017

SOLD TO:

Mr.. Mrs. Miss Joe Williams

ADDRESS 622 New Orleans St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N SE $\frac{1}{2}$ Lot No. 43 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CK # 001091

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-04 2017

SOLD TO:

Mr.. Mrs. Miss David B & Betty J. Holmes

ADDRESS 8 Classic Wood Drive Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

— $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 53 Section No. 37 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

11/11/17
b828 Laurel Canyon
Blvd.
North Hollywood, CA
91605

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-29 2017

SOLD TO:

Mr.. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 16 Section No. 30 in Highland Cemetery

Number of grave spaces

Price per grave space \$

Price Received \$

175.00
CASH

CITY OF HATTIESBURG, MISSISSIPPI
By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-27 2017

SOLD TO:

Mr.. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 18 Section No. 37 in Highland Cemetery

Number of grave spaces

Price per grave space \$

Price Received \$

175.00
CASH

CITY OF HATTIESBURG, MISSISSIPPI
By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-26 2017

SOLD TO:

Mr.. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 72 Section No. 36 in Highland Cemetery

Number of grave spaces

Price per grave space \$

Price Received \$

175.00
CASH

CITY OF HATTIESBURG, MISSISSIPPI
By [Signature]

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 08-31 2017

SOLD TO:

Mr.. Mrs. Miss Debra Hunter

ADDRESS 535 N. 19th Ave Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 136 Section No. 25 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By J. M. [Signature]
Supt. of City Cemeteries

mail to:
125 Elizabeth Circle
Petal, MS, 39465

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-13 2017

SOLD TO:

Mr.. Mrs. Miss Billy R. Ervin, SR or Patsy W. Ervin

ADDRESS 805 Hardy St. Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

— 1/2 SE 1/4 Lot No. 141 Section No. 18 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CK # 4520

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-18 2017

SOLD TO:

Mr.. Mrs. Miss Ja'Laya N. Williams

ADDRESS 4 Forest Drive Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 SW 1/4 Lot No. 93 Section No. 29 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-19 2017

SOLD TO:

Mr.. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

Baby Space 37 1/2 1/4 Lot No. 2 Section No. 3 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 45.00

Price Received \$

45.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-22 2017

SOLD TO:

Mr.. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

SW 1/2 1/4 Lot No. 13 Section No. 37 in High Cemetery

Number of grave spaces 2

Price per grave space \$ 175.00

Price Received \$

350.00

CK # 8476

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-22 2017

SOLD TO:

Mr.. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

S NW 1/2 1/4 Lot No. 13 Section No. 37 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$

175.00

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-25 2017

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

W $\frac{1}{2}$ 60 Lot No. 35 in Highland Cemetery

Number of grave spaces

Price per grave space \$

Price Received \$

700.00
CK# 1692
CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-25 2017

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

E $\frac{1}{2}$ NW Lot No. 103 Section No. 1 in South Hill Cemetery

Number of grave spaces

Price per grave space \$

Price Received \$

150.00
CK # 3232
pl by Legally
Memorial
CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: September 15, 2017

The following represents the grave spaces sold on September 15, 2017

Debra Hunter

(1) Space \$175.00

South Half (S1/2) of the Southwest Quarter (SW1/4)

Lot 136, Section 25, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: September 18, 2017

The following represents the grave spaces sold on September 18, 2017

Billy R. Ervin, Sr Or Patsy W. Ervin

(2) Spaces \$ 350.00

Southeast Quarter (SE1/4)

Lot 141, Section 18, Highland Cemetery

Ja'Laya N. Williams

(1) Space \$ 175.00

East Half (E1/2) of the Southwest Quarter (SW1/4)

Lot 93, Section 29, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: September 20, 2017

The following represents the grave spaces sold on September 20, 2017

Zadyn Messiah Moore

(1) Space \$ 45.00

Baby Space# 37

Lot 2, Section 3, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: September 25, 2017

The following represents the grave spaces sold on September 25, 2017

James & Melinda Koerber

(3) Spaces \$ 525.00

Southwest Quarter (SW ¼)

Lot 13, Section 37, Highland Cemetery

&

James & Melinda Koerber

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 13, Section 37, Highland Cemetery

Luther G. Jones

(4) Spaces \$ 700.00

West Half (W ½)

Lot 60, Section 35, Highland Cemetery

Charmaine Willis

(1) Space \$ 150.00

East Half (E ½) of the Northwest Quarter (NW ¼)

Lot 103, Section 1, South Hill Cemetery

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 James & Melinda Koerber, 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 (SW 1/4)

Lot 13

Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland 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 17th day of October, 2017.

ATTEST:

CITYOF 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 Kernas 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 17th day of October, 2017.

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 James & Melinda Koerber, 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 (S ½) of the Northwest Quarter (NW ¼)

Lot 13

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 17th day of October, 2017.

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 Kernas 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 17th day of October, 2017.

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 FIFTY AND NO/100 dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Charmaine Willis, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E ½) of the Northwest Quarter (NW ¼)

Lot 103

Section 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines, or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of October, 2017.

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 Kemas 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 17th day of October, 2017.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of SEVEN HUNDRED AND NO/100 dollars (\$700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Luther G. Jones, 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 60

Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Four (4) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines, or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of October, 2017.

ATTEST:

CITYOF 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 17th day of October, 2017.

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 Debra Hunter, 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 (S ½) of the Southwest Quarter (SW ¼)

Lot 136

Section 25

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines, or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of October, 2017.

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 Kemas 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 17th day of October, 2017.

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 Billy R. Ervin, Sr. or Patsy W. Ervin, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE ¼)

Lot 141

Section 18

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland 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 17th day of October, 2017.

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 17th day of October, 2017.

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 Ja' Lava N. Williams, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E ½) of the Southwest Quarter (SW ¼)

Lot 93

Section 29

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines, or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of October, 2017.

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 Kernas 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 17th day of October, 2017.

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 FORTY-FIVE AND NO/100 dollars (\$45.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Zadyn Messiah Moore, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Baby Space #37

Lot 2

Section 3

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines, or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of October, 2017.

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 Kernas 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 17th day of October, 2017.

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 Kermit 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:

North Half (N¹/₂) of the Southwest Quarter (SW¹/₄)

Lot 16 Section 30

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 17th day of October, 2017.

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 Kernas 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 17th day of October, 2017.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of SEVEN HUNDRED AND NO/100 Dollars (\$700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Glenn Rayburn, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E¹/₂)

Lot Number 32

Section Number: 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Four (4) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of October 2017.

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 Kemas 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 17th day of October, 2017.

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 Joe Williams, 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 43 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 17th day of October, 2017.

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 Kernas 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 17th day of October, 2017.

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, David B. & Betty J. Holmes, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¼)

Lot Number 53 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 17th day of October, 2017.

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 17th day of October, 2017

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 Justin Woodland, 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 (N $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$)

Lot 72 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of October, 2017.

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 17th day of October, 2017.

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 Evelyn Shaw, 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 48 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 17th day of October, 2017.

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 Kernas 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 17th day of October, 2017.

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 James & Melinda Koerber, 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 (SW ¼)

Lot 13

Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland 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 17th day of October, 2017.

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 17th day of October, 2017.

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 James & Melinda Koerber, 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 (S ½) of the Northwest Quarter (NW ¼)

Lot 13

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 17th day of October, 2017.

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 17th day of October, 2017.

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 FIFTY AND NO/100 dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Charmaine Willis, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E ½) of the Northwest Quarter (NW ¼)

Lot 103

Section 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines, or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

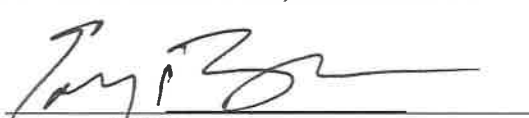
WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of October, 2017.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI



CITY CLERK



MAYOR

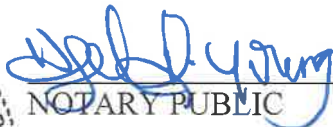
(S E A L)

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 17th day of October, 2017.

My Commission Expires:


NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of SEVEN HUNDRED AND NO/100 dollars (\$700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Luther G. Jones, 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 60

Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Four (4) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines, or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

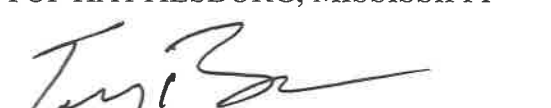
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of October, 2017.

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 17th day of October, 2017.

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 Debra Hunter, 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 (S ½) of the Southwest Quarter (SW ¼)

Lot 136

Section 25

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines, or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of October, 2017.

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 17th day of October, 2017.

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 Billy R. Ervin, Sr. or Patsy W. Ervin, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE ¼)

Lot 141

Section 18

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland 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.

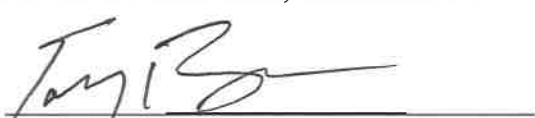
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

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 17th day of October, 2017.

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 17th day of October, 2017.

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 Ja' Laya N. Williams, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E ½) of the Southwest Quarter (SW ¼)

Lot 93

Section 29

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines, or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of October, 2017.

ATTEST:

CITYOF 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 17th day of October, 2017.

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 FORTY-FIVE AND NO/100 dollars (\$45.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Zadyn Messiah Moore, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Baby Space #37

Lot 2

Section 3

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines, or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of October, 2017.

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 17th day of October, 2017.

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 Kermit 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:

North Half (N½) of the Southwest Quarter (SW¼)

Lot 16

Section 30

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 17th day of October, 2017.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

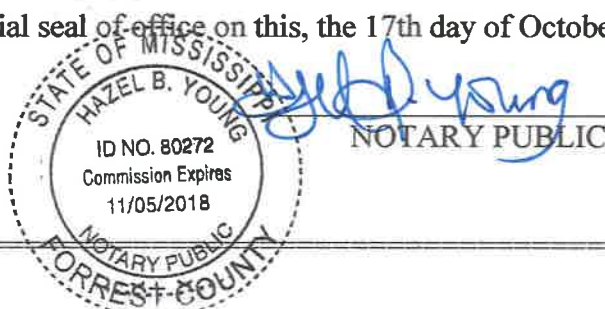
(S E A L)

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 17th day of October, 2017.

My Commission Expires:



STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of SEVEN HUNDRED AND NO/100 Dollars (\$700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Glenn Rayburn, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½)

Lot Number 32

Section Number: 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Four (4) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of October 2017.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(S E A L)

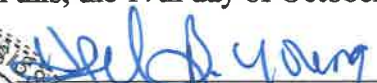
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

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 17th day of October, 2017.

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 Joe Williams, 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 43

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 17th day of October, 2017.

ATTEST:



CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI



MAYOR

(S E A L)

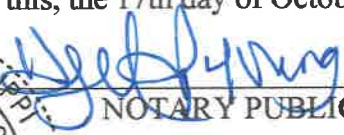
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

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 17th day of October, 2017.

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, David B. & Betty J. Holmes, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¼)

Lot Number 53 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 17th day of October, 2017.

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 17th day of October, 2017

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 Justin Woodland, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot 72

Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of October, 2017.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

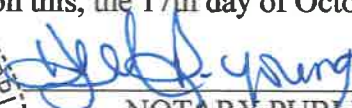
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

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 17th day of October, 2017.

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 Evelyn Shaw, 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 48

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 17th day of October, 2017.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

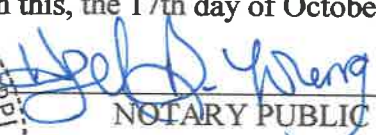
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

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 17th day of October, 2017.

My Commission Expires:




NOTARY PUBLIC



City of Hattiesburg, MS

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

Master

File Number: 2017-795

File ID: 2017-795

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Andrew Ellard

File Created: 10/06/2017

Brief Title: Manual Checks for CDBG Program Claims

Final Action:

Minute Book Number: MB2017-434

Title:

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

Notes:

Agenda Date: 10/17/2017

Indexes:

Agenda Number: VII.-6

Sponsors:

Enactment Date:

Attachments: Memorandum for CDBG Manual Checks 10-17-2017

Enactment Number:

Contact:

Meeting Date: 10/17/2017

Drafter: Clarence P. Williams

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/17/2017					

Text of Legislative File 2017-795

Title

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

Summary

Manual checks for CDBG Program Claims.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard, Director
Department of Urban Development

SUBJECT: Authorize issuance of manual checks for CDBG Program Claim.

DATE: October 17, 2017

Recipient: Breakthrough Community Services
Activity: Interim Assistance – Utility Assistance Program
Program: CDBG
Project Site: 1313 Country Club Road
Amount Requested: \$1,161.64
Purpose of Request: Payment Request #6
Work Provided by: Breakthrough Community Services

Recipient: Habitat for Humanity
Activity: Emergency Repair/Minor Home Rehab
Program: CDBG
Project Site: 206 South 14th avenue
Amount Requested: \$10,000.00
Purpose of Request: Payment Request #3
Work Provided by: Habitat for Humanity

Recipient: Hollimon Construction
Activity: Substantial Rehabilitation
Program: CDBG
Project Site: 708 Mamie Street
Amount Requested: \$19,260.60
Purpose of Request: Draw Payment Request #3
Work Provided by: Hollimon Construction

Recipient: Hollimon Construction
Activity: Substantial Rehabilitation
Program: CDBG
Project Site: 610 Cypress Avenue
Amount Requested: \$23,800.00
Purpose of Request: Draw Payment Request #3
Work Provided by: Hollimon Construction



"Breaking the Shackles of Poverty Through Services"

Breakthrough Community Services, Inc.

1313 Country Club Road

Hattiesburg, MS 39401

P 601-582-3475

F 601-582-0149

INVOICE

REIMBURSEMENT

BILL TO:

City of Hattiesburg

Department of Federal & State Programs

P. O. Box 1898, Hattiesburg, MS 39401

Phone: 601.545.4558

Project	Invoice	Billing Period
Interim Assistance – Utility Assistance Program	06	August 1, 2017 – October 5, 2017

Quantity	Description	Unit Price	Total
1	Reimbursement for Utility Assistance Program – Interim Assistance *Assisted 14 individuals who met HUD's limited clientele definition. These individuals were all below 30-50% of Income guideline limits and (1) 62 or older and/or (2) disabled. Proof of income and disability is verified.	1	1,161.64
			\$ 1, 161.64

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

THANK YOU FOR YOUR BUSINESS!

Vendor: Mississippi Power Company
For: 89191-84042

Date: 10/05/2017 Amount: 1,161.64

1588

INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	INVOICE AMOUNT	DIST. ACCOUNT	DIST. AMOUNT
10/05/2017			100.00	050129	100.00
10/05/2017			100.00	050129	100.00
10/05/2017			56.06	050129	56.06
10/05/2017			100.00	050129	100.00
10/05/2017			100.00	050129	100.00
10/05/2017			100.00	050129	100.00
10/05/2017			57.00	050129	57.00
10/05/2017			57.59	050129	57.59
10/05/2017			100.00	050129	100.00
10/05/2017			100.00	050129	100.00
10/05/2017			45.76	050129	45.76
10/05/2017			100.00	050129	100.00
10/05/2017			58.22	050129	58.22
10/05/2017			87.01	050129	87.01

BREAKTHROUGH COMMUNITY SERVICES, INC.

COUNSELING & EDUCATION ACCOUNT

TAX ID #31-1876082

1313 COUNTRY CLUB ROAD

HATTIESBURG, MISSISSIPPI 39401

TRUSTMARK NATIONAL BANK
HATTIESBURG, MISSISSIPPI

86-27/653

1588

NUMBER

1588

PAY
TO THE
ORDER
OF

ONE THOUSAND ONE HUNDRED SIXTY ONE DOLLARS AND SIXTY FOUR CENTS

Mississippi Power Company
420 West Pine Street
Hattiesburg MS 39401

DATE

10/05/2017

AMOUNT

*****1,161.64

For: utility Assistance Payments

⑈001588⑈



Date: 9/25/2017
Statement # 2017001

Hattiesburg Area Habitat for Humanity
P.O. Box 1092
Hattiesburg, MS 39403-1092
(601) 582-4663
Fax: (601) 582-8282

Bill to:
Clarence Williams
City of Hattiesburg/Community Development
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4558
Customer ID 2016CHB

CDBG Project for Reveita Moore, 206 South 14th Ave, Hattiesburg, MS 39401

Date	Description	Amount	Balance
7/17/17	Remove and replace 26 square feet of shingles 11 rolls of torch down 4 sheets OSB decking 6 rolls felt New Torch Drip Edge Clean up and haul off debris	8,150.00	8,150.00
8/22/17	Replace sheet rock in Master Bedroom Closet Replace ceiling tile in Master Bedroom Closet Ceiling Replace Sheetrock mud in Den Repaint ceiling in Den Paint Master Closet ceiling	700.00	8,850.00
8/29/17	Remove wallpaper from bathroom walls Repair sheetrock in bathroom & repaint	700.00	9,550.00
9/25/17	Administration fee	500.00	10,050.00

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	Over 90 Days Past Due	Amount Due
10,050.00					10,050.00



Building Homes, Community, and Hope



Remittance

Statement # 2017001

Date 9/25/17

Amount Due ~~10,050.00~~ \$10,000.00

Amount Enclosed

Make all checks payable to Hattiesburg Area Habitat for Humanity, Inc.

Thank you for your business!

10/6/17

Hollimon Construction

Curtis Hollimon

145 Hinton Drive

Hattiesburg, Ms 39401

601.270.3164

Ms. Easter Evans

708 Mamie Street

Hattiesburg, MS 39041

- Paint interior and exterior of house
- Install all lights and ceiling fans
- Install flooring
- Install all doors

Material & Labor: \$17,160

Curtis Hollimon
10/6/17


10/06/17

Hollimon Construction

Curtis Hollimon

145 Hinton Drive

Hattiesburg, Ms 39401

601.270.3164

Ms. Easter Evans

708 Mamie Street

Hattiesburg, Ms 39401

- Remove damage paneling on wall in front bedroom
 - Insulate outside wall
 - Install new sheetrock prime, finish, and paint
- \$2100

Curtis Hollimon

10/6/17

R. Hollimon

10/06/17

10/6/17

Hollimon Construction

Curtis Hollimon

145 Hinton Drive

Hattiesburg, Ms 39401

601.270.3164

Carolyn Butler

610 Cypress Ave

Hattiesburg, Ms 39401

- Install new doors
 - Paint exterior and interior of house
- Material & Labor: \$23,800

Curtis Hollimon
10/6/17


10/06/17



City of Hattiesburg, MS

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

Master

File Number: 2017-784

File ID: 2017-784

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 10/04/2017

Brief Title: Claims Docket ending 10-13-2017

Final Action:

Minute Book Number: MB2017-434

Title:

Approve claims docket for the period ending October 13, 2017.

Notes:

Agenda Date: 10/17/2017

Indexes:

Agenda Number: VII.-7

Sponsors:

Enactment Date:

Attachments: CLAIMS DOCKET 10-13-17

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	10/17/2017					

Text of Legislative File 2017-784

Title

Approve claims docket for the period ending October 13, 2017.

Summary

Claims Docket.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

00001 AT&T MOBILITY	287273578351	00174165	17000296	WIRELESS SERV 8/17 VARI DEPTS	10/13/17	260247	9,529.65-

AT&T MOBILITY							9,529.65-
Sum							99.95-
00001 AUTO ARMATURE SERVICE IN 09434		00174049	17000233	STARTER U#11037	10/13/17	260248	116.95-
00001 AUTO ARMATURE SERVICE IN 09435		00174049	17000234	BATTERY U#14145	10/13/17	260248	138.95-
00001 AUTO ARMATURE SERVICE IN 09437		00174049	17000235	BATTERY U#17018	10/13/17	260248	144.95-
00001 AUTO ARMATURE SERVICE IN 09436		00174049	17000236	ALTERNATOR U#14676 SHOP	10/13/17	260248	229.95-
00001 AUTO ARMATURE SERVICE IN 09439		00174049	17000237	ALTERNATOR U#14406 SHOP	10/13/17	260248	428.85-
00001 AUTO ARMATURE SERVICE IN 09440		00174071	17000238	BATTERIES U#12956	10/13/17	260248	-----

AUTO ARMATURE SERVICE IN							1,159.60-
Sum							1,135.00-
00001 BEECH, JANET	TRAV ADV 10/	00174046	17000168	TRAV ADV NIGP CLASS OCALA, FL	10/13/17	260252	-----

BEECH, JANET							1,135.00-
Sum							1,000.00-
00001 BERNARDO, DEBRA	TRAV ADVANCE	00174045	17000169	TRAV ADV NIGP CLASS BRKLY, MO	10/13/17	260253	-----

BERNARDO, DEBRA							1,000.00-
Sum							334.54-
00001 BIG IRON DIESEL REPAIR L RO2053		00173745	17000025	REPRS U#14403	10/13/17	260254	606.21-
00001 BIG IRON DIESEL REPAIR L RO2052		00173745	17000026	REPRS U#14410	10/13/17	260254	-----

BIG IRON DIESEL REPAIR L							940.75-
Sum							315.92-
00001 BOB BARKER COMPANY, INC	NC1001376852	00173721	17000010	PROPERTY BAGS FOR INMATES	10/13/17	260255	-----

BOB BARKER COMPANY, INC							315.92-
Sum							2,109.00-
00001 BRACKMAN MOWER WAREHOUSE	34689	00174014	17000209	CHAINSaws/SUPP CREW WORKERS	10/13/17	260257	-----

BRACKMAN MOWER WAREHOUSE							2,109.00-
Sum							8,777.60-
00001 BRUNINI	223089	00173956	17000072	SEVS 8/17 GENERAL-SSOS	10/13/17	260258	-----

BRUNINI							8,777.60-
Sum							125.00-
00001 BULK FUELS, LLC	2918	00174034	17000190	MOTOR OIL FOR SHOP	10/13/17	260259	-----

BULK FUELS, LLC							125.00-
Sum							456.04-
00001 C D W GOVERNMENT	KGH6818	00172868	17000009	SCANSNAP FOR POLICE ADM	10/13/17	260262	-----

C D W GOVERNMENT							456.04-
Sum							36,278.78-
00001 C SPIRE (MEGAGATE)	1135783	00174160	17000253	INET/NETWORK INFO TECH	10/13/17	260263	-----

C SPIRE (MEGAGATE)							36,278.78-
Sum							96.00-
00001 CAMP SHELBY ARMY SURPLUS	748883	00173966	17000179	CLOTH ALLOW BOUNDS POLICE	10/13/17	260264	-----

CAMP SHELBY ARMY SURPLUS

Sum
00001 CANON SOLUTIONS AMERICA 4023897880 00174161 17000252 COPIER 9/30-10/31 PURCHASING

10/13/17 260265 96.00-
44.35-

CANON SOLUTIONS AMERICA

Sum
00001 CARQUEST AUTO PARTS STOR 14758-96403 00173519 17000032 MOWER REPR PTS CEMETERY
00001 CARQUEST AUTO PARTS STOR 14758-97467 00173936 17000194 BATTERY U#19005 CEMETERY
00001 CARQUEST AUTO PARTS STOR 14758-97622 00174039 17000220 AIR CHUCK CONSTR DEPT
00001 CARQUEST AUTO PARTS STOR 14758-96911 00173792 17000244 BOOSTER BOX FOR SHOP

10/13/17 260268 44.35-
279.96-
10/13/17 260268 44.99-
10/13/17 260268 12.11-
10/13/17 260268 499.99-

CARQUEST AUTO PARTS STOR

Sum
00001 CINTAS CORPORATION #J66 J66554364 00173901 17000034 UNIFORMS 9/01 CEM/FORESTRY
00001 CINTAS CORPORATION #J66 J66555142 00173901 17000035 UNIFORMS 9/08 CEM/FORESTRY
00001 CINTAS CORPORATION #J66 J66555913 00173901 17000036 UNIFORMS 9/15 CEM/FORESTRY
00001 CINTAS CORPORATION #J66 J66556682 00173901 17000037 UNIFORMS 9/22 CEM/FORESTRY
00001 CINTAS CORPORATION #J66 J66557459 00173901 17000038 UNIFORMS 9/29 CEM/FORESTRY
00001 CINTAS CORPORATION #J66 J66554365 00173901 17000039 MOP/MAT 9/01 CEM/FORESTRY
00001 CINTAS CORPORATION #J66 J66555143 00173901 17000040 MOP/MAT 9/08 CEM/FORESTRY
00001 CINTAS CORPORATION #J66 J66555914 00173901 17000041 MOP/MAT 9/15 CEM/FORESTRY
00001 CINTAS CORPORATION #J66 J66556683 00173901 17000042 MOP/MAT 9/22 CEM/FORESTRY
00001 CINTAS CORPORATION #J66 J66557460 00173901 17000043 MOP/MAT 9/29 CEM/FORESTRY
00001 CINTAS CORPORATION #J66 J66557599 00174146 17000263 UNIFORMS 10/02 TRAFFIC
00001 CINTAS CORPORATION #J66 J66557599 00174146 17000264 UNIFORMS 10/02 PUBLIC WORKS
00001 CINTAS CORPORATION #J66 J66557599 00174146 17000265 UNIFORMS 10/02 PUBLIC WORKS
00001 CINTAS CORPORATION #J66 J66557599 00174146 17000266 UNIFORMS 10/02 PUBLIC WORKS
00001 CINTAS CORPORATION #J66 J66557599 00174146 17000267 UNIFORMS 10/02 SHOP
00001 CINTAS CORPORATION #J66 J66557599 00174146 17000268 UNIFORMS 10/02 CONSTR
00001 CINTAS CORPORATION #J66 J66557599 00174146 17000269 UNIFORMS 10/02 SANIT
00001 CINTAS CORPORATION #J66 J66557599 00174146 17000270 UNIFORMS 10/02 HEALTH
00001 CINTAS CORPORATION #J66 J66557601 00174147 17000271 MATS 10/02 TRAFFIC
00001 CINTAS CORPORATION #J66 J66557600 00174147 17000272 MOP/MAT 10/02 GO&FS
00001 CINTAS CORPORATION #J66 J66557598 00174147 17000273 MOP/MAT 10/02 SANIT

10/13/17 260274 837.05-
60.94-
10/13/17 260274 60.94-
10/13/17 260274 60.94-
10/13/17 260274 47.20-
10/13/17 260274 47.20-
10/13/17 260274 15.70-
10/13/17 260274 15.70-
10/13/17 260274 15.70-
10/13/17 260274 15.70-
10/13/17 260274 15.70-
10/13/17 260274 74.48-
10/13/17 260274 70.88-
10/13/17 260274 10.00-
10/13/17 260274 30.44-
10/13/17 260274 76.97-
10/13/17 260274 84.83-
10/13/17 260274 113.18-
10/13/17 260274 169.46-
10/13/17 260274 7.90-
10/13/17 260274 24.04-
10/13/17 260274 24.96-

CINTAS CORPORATION #J66

Sum
00001 CITY OF HATTIESBURG FUND TRF 1ST 10/1 00201830 17000250 TRF 1ST 10/17 PAYROLL

10/11/17 112220 1,042.86-
1,064,277.21-

CITY OF HATTIESBURG FUND

Sum
00001 COLLINS, JOSEPH TRAV ADVANCE 00173948 17000087 TRAV ADV FIRE INVEST SEMINAR

10/13/17 260276 1,064,277.21-
389.00-

COLLINS, JOSEPH

Sum
00001 COMCAST CABLEVISION OF H 095777456150 00173921 17000093 CABLE 9/20-10/19 SANIT
00001 COMCAST CABLEVISION OF H 095776209390 00173981 17000114 CABLE/INET 9/17 EMP CLINIC
00001 COMCAST CABLEVISION OF H 095776209390 00173982 17000115 CABLE/INET 10/17 EMP CLINIC

10/13/17 260278 389.00-
67.02-
10/13/17 260279 155.94-
10/13/17 260280 150.59-

COMCAST CABLEVISION OF H

Sum
00001 CORE RIFLE SYSTEMS 2017-28139 00172940 17000229 RIFLES POLICE DEPT

10/13/17 260284 373.55-
11,924.59-

CORE RIFLE SYSTEMS

Sum						11,924.59-
00001	COURTESY MOTORS INC	467611	00173849	17000023	REPR PTS U#14498	10/13/17 260285 69.07-
00001	COURTESY MOTORS INC	223398	00168657	17000177	REPRS U#15648 VAN TORNADO '17	10/13/17 260285 6,199.41-
00001	COURTESY MOTORS INC	222639	00171068	17000178	REPRS U#15648 TORNADO 2017	10/13/17 260285 1,135.20-
00001	COURTESY MOTORS INC	468065	00174054	17000239	REPR PTS U#14498	10/13/17 260285 69.07-

COURTESY MOTORS INC

Sum						7,472.75-
00001	D P S CRIME LAB	90063884	00174150	17000258	ANALYTICAL FEES	10/13/17 260288 540.00-

D P S CRIME LAB

Sum						540.00-
00001	DAKTECH COMPUTERS	INV0332165	00173723	17000019	COMPUTERS FOR LAND CODE DEPT	10/13/17 260289 3,924.00-

DAKTECH COMPUTERS

Sum						3,924.00-
00001	DANIELS, CHADRA	TRAV ADVANCE	00174140	17000259	TRAV ADV MS ASSOC OF GANG	10/13/17 260290 392.48-

DANIELS, CHADRA

Sum						392.48-
00001	DUNBAR MONROE PA	1377-003	00173983	17000105	SRVS CABLE FRANCHISE 8/17	10/13/17 260293 187.00-
00001	DUNBAR MONROE PA	16588	00173983	17000106	SRVS CABLE FRANCHISE 9/17	10/13/17 260293 1,169.94-
00001	DUNBAR MONROE PA	16646	00173983	17000107	SRVS CABLE FRANCHISE 10/17	10/13/17 260293 1,569.50-

DUNBAR MONROE PA

Sum						2,926.44-
00001	ECONOMY SUPPLY CO	281861	00173767	17000015	BLDG MATLS #2 FIRE TRLR ROOF	10/13/17 260295 754.80-
00001	ECONOMY SUPPLY CO	282023	00173738	17000021	QUIKRETE TRAFFIC DEPT	10/13/17 260295 27.50-
00001	ECONOMY SUPPLY CO	281675	00173659	17000024	WIRE MESH STREET DEPT	10/13/17 260295 157.50-
00001	ECONOMY SUPPLY CO	282570	00173847	17000183	BLDG MATLS #2 FIRE TRAILER	10/13/17 260295 45.40-

ECONOMY SUPPLY CO

Sum						985.20-
00001	EMERGENCY EQUIPMENT PROF	429915	00173636	17000017	REPR PTS U#18098 FIRE DEPT	10/13/17 260296 287.83-
00001	EMERGENCY EQUIPMENT PROF	429907	00173368	17000018	REPR PTS U#13933 FIRE DEPT	10/13/17 260296 1,464.39-
00001	EMERGENCY EQUIPMENT PROF	430149	00173857	17000231	SIREN REPR PTS FIRE DEPT	10/13/17 260296 598.47-

EMERGENCY EQUIPMENT PROF

Sum						2,350.69-
00001	FAIRLEY CONSTRUCTION SER	EST #1 GORDO	00174098	17000219	SRVS 9/18-25 GORDON CREEK/KP	10/13/17 260301 23,055.17-

FAIRLEY CONSTRUCTION SER

Sum						23,055.17-
00001	FEDERAL EXPRESS	5-927-44340	00174090	17000197	SERVS 9/1-9/5 M/ADM	10/13/17 260302 107.36-

FEDERAL EXPRESS

Sum						107.36-
00001	FORREST CTY SOIL & WATER INSTLMNT #2		00174101	17000216	SUPPORT INSTLMNT #2 2017	10/13/17 260304 22,500.00-

FORREST CTY SOIL & WATER

Sum												22,500.00-
00001	FORREST GENERAL HOSPITAL	EAP CHARGE 1	00174144	17000255	EAP CHARGE 10/17		10/13/17	260305				1,785.00-

FORREST GENERAL HOSPITAL												
Sum												1,785.00-
00001	FV RECYCLING	2017-54378	00173989	17000124	RECYCLE FEES 9/17 SANIT		10/13/17	260306				40.50-
00001	FV RECYCLING	2017-54415	00173989	17000125	RECYCLE FEES 9/17 SANIT		10/13/17	260306				19.75-
00001	FV RECYCLING	2017-54416	00173989	17000126	RECYCLE FEES 9/17 SANIT		10/13/17	260306				113.75-
00001	FV RECYCLING	2017-54450	00173989	17000127	RECYCLE FEES 10/17 SANIT		10/13/17	260306				39.25-
00001	FV RECYCLING	2017-54468	00173989	17000128	RECYCLE FEES 10/17 SANIT		10/13/17	260306				19.25-
00001	FV RECYCLING	2017-54451	00174017	17000129	RECYCLE FEES 10/17 SANIT		10/13/17	260306				90.75-
00001	FV RECYCLING	2017-19489	00174163	17000277	RECYCLE FEE 10/17 SANIT		10/13/17	260306				79.00-

FV RECYCLING												
Sum												402.25-
00001	GALLS (WAS MCCAIN UNIF	007473697	00166053	17000045	ANNUAL FIRE DEPT UNIFORMS		10/13/17	260308				100.40-
00001	GALLS (WAS MCCAIN UNIF	007473698	00166053	17000046	ANNUAL FIRE DEPT UNIFORMS		10/13/17	260308				100.40-
00001	GALLS (WAS MCCAIN UNIF	007481789	00166053	17000047	ANNUAL FIRE DEPT UNIFORMS		10/13/17	260308				50.00-
00001	GALLS (WAS MCCAIN UNIF	007481790	00166053	17000048	ANNUAL FIRE DEPT UNIFORMS		10/13/17	260308				50.00-
00001	GALLS (WAS MCCAIN UNIF	007481791	00166053	17000049	ANNUAL FIRE DEPT UNIFORMS		10/13/17	260308				50.00-
00001	GALLS (WAS MCCAIN UNIF	007481792	00166053	17000050	ANNUAL FIRE DEPT UNIFORMS		10/13/17	260308				50.00-
00001	GALLS (WAS MCCAIN UNIF	007481793	00166053	17000051	ANNUAL FIRE DEPT UNIFORMS		10/13/17	260308				50.00-
00001	GALLS (WAS MCCAIN UNIF	007481794	00166053	17000052	ANNUAL FIRE DEPT UNIFORMS		10/13/17	260308				50.00-
00001	GALLS (WAS MCCAIN UNIF	007481795	00166053	17000053	ANNUAL FIRE DEPT UNIFORMS		10/13/17	260308				50.00-
00001	GALLS (WAS MCCAIN UNIF	007481796	00166053	17000054	ANNUAL FIRE DEPT UNIFORMS		10/13/17	260308				50.00-
00001	GALLS (WAS MCCAIN UNIF	007481797	00166053	17000055	ANNUAL FIRE DEPT UNIFORMS		10/13/17	260308				50.00-
00001	GALLS (WAS MCCAIN UNIF	007481798	00166053	17000056	ANNUAL FIRE DEPT UNIFORMS		10/13/17	260308				56.00-
00001	GALLS (WAS MCCAIN UNIF	007508929	00166053	17000057	ANNUAL FIRE DEPT UNIFORMS		10/13/17	260308				50.00-
00001	GALLS (WAS MCCAIN UNIF	007508930	00166053	17000058	ANNUAL FIRE DEPT UNIFORMS		10/13/17	260308				50.00-
00001	GALLS (WAS MCCAIN UNIF	007508931	00166053	17000059	ANNUAL FIRE DEPT UNIFORMS		10/13/17	260308				50.00-
00001	GALLS (WAS MCCAIN UNIF	007534375	00166053	17000060	ANNUAL FIRE DEPT UNIFORMS		10/13/17	260308				100.40-
00001	GALLS (WAS MCCAIN UNIF	007534376	00166053	17000061	ANNUAL FIRE DEPT UNIFORMS		10/13/17	260308				100.40-
00001	GALLS (WAS MCCAIN UNIF	007603120	00166053	17000062	ANNUAL FIRE DEPT UNIFORMS		10/13/17	260308				100.40-
00001	GALLS (WAS MCCAIN UNIF	007823294	00166053	17000063	ANNUAL FIRE DEPT UNIFORMS		10/13/17	260308				90.00-
00001	GALLS (WAS MCCAIN UNIF	007988744	00166053	17000064	ANNUAL FIRE DEPT UNIFORMS		10/13/17	260308				200.80-

GALLS (WAS MCCAIN UNIF												
Sum												1,448.80-
00001	GILLILANDS ELECTRONICS											

00001 H'BURG CLINIC PA (ACCT#2 1028000103 4 00173944 17000075 PSY TESTS POTENTIAL LATERALS	10/13/17	260315	1,375.00-

H'BURG CLINIC PA (ACCT#2			1,375.00-
Sum			6,947.50-
00001 HADDOX, REID, EUBANK, BE 217107 00173991 17000117 FINAL BILL COURT SYS EVALUATN	10/13/17	260316	6,947.50-

HADDOX, REID, EUBANK, BE			6,947.50-
Sum			3,161.70-
00001 HATTIESBURG AMERICAN-ACC H12998 61111 00174057 17000175 CITY ADS/NOTICES 8/28-9/24	10/13/17	260314	3,161.70-

HATTIESBURG AMERICAN-ACC			3,161.70-
Sum			82.43-
00001 HATTIESBURG HYDRAULICS I 71426 00173972 17000224 REPRS U#16010 CEMETERY	10/13/17	260319	82.43-
00001 HATTIESBURG HYDRAULICS I 71467 00174055 17000240 REPR PTS U#15955 SANIT	10/13/17	260319	208.44-
00001 HATTIESBURG HYDRAULICS I 71468 00174055 17000241 REPR PTS U#16076 STREET	10/13/17	260319	63.57-
00001 HATTIESBURG HYDRAULICS I 71462 00174028 17000243 REPRS U#15776	10/13/17	260319	187.24-

HATTIESBURG HYDRAULICS I			541.68-
Sum			2,300.00-
00001 HEAVYQUIP 131795-01 00173337 17000210 TRACKS U#20093	10/13/17	260322	2,300.00-

HEAVYQUIP			2,300.00-
Sum			392.48-
00001 HERRIN, ERIC TRAV ADVANCE 00174139 17000260 TRAV ADV MS ASSOC OF GANG	10/13/17	260323	392.48-

HERRIN, ERIC			392.48-
Sum			1,348.00-
00001 HESTER, ROLLAND B (REFU MUNICIPAL CO 00201815 17000132 MUNICIPAL COURT REFUND	10/13/17	260324	1,348.00-

HESTER, ROLLAND B (REFU			1,348.00-
Sum			211.00-
00001 HILL, COLTON TRAV ADVANCE 00174062 17000208 TRAV ADV DAMAGE PREV SUMMIT	10/13/17	260325	211.00-

HILL, COLTON			211.00-
Sum			55.00-
00001 HOLLAND VETERINARY HOSPI 85 2508 00174154 17000257 SERVS BRAVECTO POLICE K-9	10/13/17	260326	55.00-

HOLLAND VETERINARY HOSPI			55.00-
Sum			840.00-
00001 HOVER GRAVEL CO 6251 00173588 17000131 TOPSOIL CEMETERIES	10/13/17	260327	840.00-

HOVER GRAVEL CO			840.00-
Sum			44.99-
00001 INDOFF INC 3013507 00173748 17000014 JANIT SUPP FIRE DEPT	10/13/17	260331	44.99-
00001 INDOFF INC 3014116 00173772 17000121 OFFICE SUPP SANIT DEPT	10/13/17	260331	446.85-

INDOFF INC			491.84-
Sum			1,365.00-
00001 INGRAM EQUIPMENT CO LLC 0031464-IN 00173845 17000029 REPR PTS U#13982 SANIT	10/13/17	260333	1,365.00-

INGRAM EQUIPMENT CO LLC			1,365.00-
Sum			

00001 IRBY, STUART C CO	S010407033.0	00173779	17000192	SILICONE CONSTR DEPT	10/13/17	260334	38.12-
IRBY, STUART C CO							38.12-
Sum							900.00-
00001 JOHNSON, W WESLEY PHD	INVOICE #11	00173938	17000068	JAIL DIV GRANT CONSULT 7-9/17	10/13/17	260340	900.00-
JOHNSON, W WESLEY PHD							900.00-
Sum							4,186.00-
00001 KEELING COMPANY (HATTIES	S3278600.001	00173437	17000022	PIPE SUPP PUB WORKS STOCK	10/13/17	260343	4,186.00-
KEELING COMPANY (HATTIES							4,186.00-
Sum							362.80-
00001 KILLINGSWORTH, CHARLIE	TRAV ADVANCE	00173974	17000078	TRAV ADV INCIDENT REPORT CLS	10/13/17	260346	362.80-
KILLINGSWORTH, CHARLIE							362.80-
Sum							9,088.00-
00001 KRONOS INCORPORATED	11234097	00174134	17000201	SOFTWARE SUPPORT	10/13/17	260347	9,088.00-
KRONOS INCORPORATED							9,088.00-
Sum							1,970.37-
00001 LARD OIL COMPANY	0870185-IN	00173911	17000230	MOTOR OIL FIRE APPARATUS	10/13/17	260349	1,970.37-
LARD OIL COMPANY							1,970.37-
Sum							55.00-
00001 LARRY'S WRECKER SERVICE	3759	00173949	17000079	TOWING U#18326 POLICE	10/13/17	260350	55.00-
00001 LARRY'S WRECKER SERVICE	3760	00173949	17000080	TOWING U#18325 POLICE	10/13/17	260350	55.00-
00001 LARRY'S WRECKER SERVICE	3855	00173955	17000094	TOWING U#14905 ANIMAL CONTROL	10/13/17	260350	55.00-
LARRY'S WRECKER SERVICE							165.00-
Sum							108.19-
00001 LINEBARGER GOGGAN BLAIR	9/15/2017	00201812	17000135	POLICE FINES COLL.FEE	10/13/17	260353	108.19-
LINEBARGER GOGGAN BLAIR							108.19-
Sum							75.92-
00001 LOWE'S HOME IMPROVEMENT	909225	00173615	17000082	GASOLINE CANS P/F ACADEMY	10/13/17	260355	75.92-
LOWE'S HOME IMPROVEMENT							75.92-
Sum							40.59-
00001 LOWE'S OF HATTIESBURG IN	967331	00173552	17000086	EXTENSION CORD FIRE DEPT	10/13/17	260354	40.59-
00001 LOWE'S OF HATTIESBURG IN	967348	00173548	17000091	MICROWAVES P/W BREAKROOMS	10/13/17	260354	251.75-
00001 LOWE'S OF HATTIESBURG IN	924568	00172856	17000092	REPR SUPP EMP CLINIC WINDOW	10/13/17	260354	52.20-
00001 LOWE'S OF HATTIESBURG IN	986487	00172823	17000096	SUPPLIES FOR CREW WORKERS	10/13/17	260354	1,233.24-
00001 LOWE'S OF HATTIESBURG IN	924542	00172823	17000098	CREDIT	10/13/17	260354	107.39-
00001 LOWE'S OF HATTIESBURG IN	924543	00172823	17000099	SUPPLIES FOR CREW WORKERS	10/13/17	260354	107.40-
00001 LOWE'S OF HATTIESBURG IN	936456 & 936	00173590	17000122	WHEEL BARROW SANIT DEPT	10/13/17	260354	37.99-
LOWE'S OF HATTIESBURG IN							1,615.78-
Sum							75.00-
00001 M & E OIL SERVICES, INC	09056	00173917	17000089	WASTE OIL REMOVAL FIRE DEPT	10/13/17	260357	75.00-
M & E OIL SERVICES, INC							75.00-
Sum							

00001 MAULDIN COMPANY	R43582	00173894 17000247 REPR PTS U#15776 ST CLEAN	10/13/17	260358	242.75-
MAULDIN COMPANY					242.75-
Sum					33.95-
00001 MCCLAIN, JACQULINE	TRAVEL REIMB	00173953 17000090 EXPNS KEEP MS/AL BEAUTIFUL	10/13/17	260359	33.95-
MCCLAIN, JACQULINE					33.95-
Sum					75.00-
00001 MCMULLAN EQUIPMENT CO	172746P	00173809 17000119 REPR PTS U#19835 FIRE DEPT	10/13/17	260361	75.00-
00001 MCMULLAN EQUIPMENT CO	172905P	00174037 17000232 SUPP U#18555	10/13/17	260361	76.98-
00001 MCMULLAN EQUIPMENT CO	3787521C	00173893 17000256 REPRS U#18201 POLICE	10/13/17	260361	633.00-
MCMULLAN EQUIPMENT CO					784.98-
Sum					29,783.90-
00001 MEDICAL ANALYSIS-GHV	10265	00173986 17000116 EMP CLINIC FEES 9/17	10/13/17	260362	29,783.90-
MEDICAL ANALYSIS-GHV					803.50-
Sum					803.50-
00001 METRO CRIMESTOPPERS INC	CITY COURT C	00020184 17000066 CITY COURT COST	10/05/17	112184	803.50-
METRO CRIMESTOPPERS INC					803.50-
Sum					469.00-
00001 MITCHELL TOOL SALES & SE	98771	00173783 17000248 HAND TOOLS AIRPORT	10/13/17	260363	469.00-
00001 MITCHELL TOOL SALES & SE	98830	00174120 17000274 SHOVELS/CABLES PUBLIC WORKS	10/13/17	260363	185.00-
MITCHELL TOOL SALES & SE					654.00-
Sum					245.00-
00001 MOLLY MAID	SERVICES 10/	00173951 17000097 SERVS 10/17 HILND CEMETERY	10/13/17	260364	245.00-
MOLLY MAID					245.00-
Sum					389.00-
00001 MOONEY, STEPHEN	TRAV ADVANCE	00173947 17000088 TRAV ADV FIRE INVEST SEMINAR	10/13/17	260365	389.00-
MOONEY, STEPHEN					389.00-
Sum					1,200.00-
00001 MOORE'S LOCK AND KEY LLC	22685	00171678 17000008 REKEY CITY HALL DOORS	10/13/17	260366	1,200.00-
MOORE'S LOCK AND KEY LLC					1,200.00-
Sum					44,250.00-
00001 MOTOROLA CUSTOMER CONNEC	41241572	00172920 17000181 RADIOS NEW POLICE UNITS	10/13/17	260368	44,250.00-
MOTOROLA CUSTOMER CONNEC					44,250.00-
Sum					175.00-
00001 MS ASSN OF GANG INVESTIG	REG HERRIN 1	00173973 17000083 REG HERRIN GANG INVEST CONF	10/13/17	260370	175.00-
00001 MS ASSN OF GANG INVESTIG	REG DUNAWAY	00173973 17000084 REG DUNAWAY GANG INVEST CONF	10/13/17	260370	175.00-
00001 MS ASSN OF GANG INVESTIG	REG DANIELS	00173973 17000085 REG DANIELS GANG INVEST CLASS	10/13/17	260370	175.00-
MS ASSN OF GANG INVESTIG					525.00-
Sum					14,097.00-
00001 MS MUNICIPAL LEAGUE	26406	00174080 17000204 MBRSH 10/17-9/18	10/13/17	260373	14,097.00-
MS MUNICIPAL LEAGUE					

[illegible]

00001 PINE BELT OIL COMPANY IN	10545161	00173752	17000003	GAS FOR FUEL STATION	10/13/17	260388	10,599.82-
00001 PINE BELT OIL COMPANY IN	POLICE 9/1-9	00173952	17000073	REMOTE SITE FUEL CHGS 9/17	10/13/17	260388	545.22-
00001 PINE BELT OIL COMPANY IN	FIRE 9/1-9/3	00173952	17000074	REMOTE SITE FUEL CHGS 9/17	10/13/17	260388	1,540.35-
00001 PINE BELT OIL COMPANY IN	10517601	00173125	17000100	ADDL PO#173125 DIESEL FUEL	10/13/17	260388	6,431.35-
00001 PINE BELT OIL COMPANY IN	10513521	00174016	17000227	GAS/DIESEL FUEL STATION	10/13/17	260388	14,384.30-
00001 PINE BELT OIL COMPANY IN	10469721	00174031	17000245	SPILL KITS FOR FUEL STATION	10/13/17	260388	115.77-
PINE BELT OIL COMPANY IN							
Sum							33,616.81-
00001 PINE BELT REGIONAL SOLID	100006 9/17	00174074	17000222	REFUSE DISPOSAL 9/17 SANIT	10/13/17	260389	32,836.70-
PINE BELT REGIONAL SOLID							
Sum							32,836.70-
00001 POPE & POPE, PA	17048	00174025	17000176	COURT RECORDS INET ACCESS FEE	10/13/17	260392	821.60-
POPE & POPE, PA							
Sum							821.60-
00001 POWER DMS, INC	17606	00173976	17000076	ACCREDITATION SRV 11/17-11/18	10/13/17	260394	6,326.00-
POWER DMS, INC							
Sum							6,326.00-
00001 PUCKETT MACHINERY COMPAN	WOHB5274355	00173028	17000130	REPRS U#8258 AIRPORT	10/13/17	260396	14,566.00-
PUCKETT MACHINERY COMPAN							
Sum							14,566.00-
00001 PYLE, MILLS & DYE PA	1292.0006	00173980	17000108	SRVS PETAL VS CITY OF HBURG	10/13/17	260397	80.00-
00001 PYLE, MILLS & DYE PA	1292.0011	00173980	17000109	SRVS SEWER CONTRACTS	10/13/17	260397	1,849.21-
00001 PYLE, MILLS & DYE PA	1292.0012	00173980	17000110	SRVS 2016 ANNEXATION	10/13/17	260397	5,196.43-
00001 PYLE, MILLS & DYE PA	1292.0013	00173980	17000111	SRVS PETAL 2016 ANNEXATION	10/13/17	260397	1,307.00-
00001 PYLE, MILLS & DYE PA	1292.0014	00173980	17000112	SRVS BELLEVUE INCORPORATION	10/13/17	260397	6,774.53-
PYLE, MILLS & DYE PA							
Sum							15,207.17-
00001 RAYNER, JACK	20170410	00174026	17000184	POLYGRAPH EXAMS (5) FIRE DEPT	10/13/17	260400	750.00-
RAYNER, JACK							
Sum							750.00-
00001 REGIONS CARDHOLDER SERVI	7079 9/29/17	00173501	17000138	AIRFARE BEECH NIGP FRANKFORT	10/13/17	260404	345.60-
00001 REGIONS CARDHOLDER SERVI	7079 9/29/17	00173499	17000139	REG BEECH NIGP FRANKFORT, KY	10/13/17	260404	715.00-
00001 REGIONS CARDHOLDER SERVI	7079 9/29/17	00173500	17000140	REG BERNARDO NIGP BERKELEY MO	10/13/17	260404	715.00-
00001 REGIONS CARDHOLDER SERVI	7079 9/29/17	00173010	17000141	AIRFARE ARNOLD NLC ATLANTA	10/13/17	260404	292.40-
00001 REGIONS CARDHOLDER SERVI	7079 9/29/17	00173050	17000142	AIRFARE COLEMAN NLC ATLANTA	10/13/17	260404	292.40-
00001 REGIONS CARDHOLDER SERVI	7079 9/29/17	00173096	17000143	IPAD/CARD/STAND COLEMAN	10/13/17	260404	486.59-
00001 REGIONS CARDHOLDER SERVI	7079 9/29/17	00173492	17000144	WEBSITE SERV MAYORAL HEALTH	10/13/17	260404	204.00-
00001 REGIONS CARDHOLDER SERVI	7079 9/29/17	00173546	17000145	MOBILE FOLDING CART COLEMAN	10/13/17	260404	275.00-
00001 REGIONS CARDHOLDER SERVI	7079 9/29/17	00172996	17000146	2017-18 MBRSHP WILLIAMS	10/13/17	260404	49.00-
00001 REGIONS CARDHOLDER SERVI	7079 9/29/17	00173080	17000147	DIGITAL CAMERA PUB RELATIONS	10/13/17	260404	4,029.99-
00001 REGIONS CARDHOLDER SERVI	7079 9/29/17	00173996	17000148	LATE PAYMENT FEE	10/13/17	260404	115.24-
00001 REGIONS CARDHOLDER SERVI	7079 9/29/17	00173174	17000149	CLOTH ALLOW KENNEDY POLICE	10/13/17	260404	149.99-
00001 REGIONS CARDHOLDER SERVI	7079 9/29/17	00172950	17000150	CLOTH ALLOW MITCHELL POLICE	10/13/17	260404	198.00-
00001 REGIONS CARDHOLDER SERVI	7079 9/29/17	00173175	17000151	CLOTH ALLOW BICE POLICE	10/13/17	260404	409.25-
00001 REGIONS CARDHOLDER SERVI	7079 9/29/17	00173176	17000152	CLOTH ALLOW DANIELS POLICE	10/13/17	260404	495.76-

00001	REGIONS	CARDHOLDER	SERVI	7079	9/29/17	00173328	17000153	CLOTH ALLOW HOWELL POLICE	10/13/17	260404	411.10-
00001	REGIONS	CARDHOLDER	SERVI	7079	9/29/17	00173369	17000154	CLOTH ALLOW ROCKHOLD POLICE	10/13/17	260404	469.91-
00001	REGIONS	CARDHOLDER	SERVI	7079	9/29/17	00173386	17000155	CLOTH ALLOW ROBINSON POLICE	10/13/17	260404	263.22-
00001	REGIONS	CARDHOLDER	SERVI	7079	9/29/17	00173475	17000156	CLOTH ALLOW ROBINSON POLICE	10/13/17	260404	128.56-
00001	REGIONS	CARDHOLDER	SERVI	7079	9/29/17	00173505	17000157	CLOTH ALLOW DUNAWAY POLICE	10/13/17	260404	493.27-
00001	REGIONS	CARDHOLDER	SERVI	7079	9/29/17	00173506	17000158	CLOTH ALLOW HERRIN POLICE	10/13/17	260404	450.07-
00001	REGIONS	CARDHOLDER	SERVI	7079	9/29/17	00173508	17000159	CLOTH ALLOW WOOD POLICE	10/13/17	260404	407.88-
00001	REGIONS	CARDHOLDER	SERVI	7079	9/29/17	00173516	17000160	CLOTH ALLOW MCLEMORE POLICE	10/13/17	260404	695.72-
00001	REGIONS	CARDHOLDER	SERVI	7079	9/29/17	00173706	17000161	CLOTH ALLOW ROBINSON POLICE	10/13/17	260404	90.48-
00001	REGIONS	CARDHOLDER	SERVI	7079	9/29/17	00173724	17000162	AIRFARE NORRIS CALEA FLORIDA	10/13/17	260404	355.60-
00001	REGIONS	CARDHOLDER	SERVI	7079	9/29/17	00173709	17000163	ICC CODE/COMM BOOKS LDC DIV	10/13/17	260404	278.00-
00001	REGIONS	CARDHOLDER	SERVI	7079	9/29/17	00173698	17000164	FIELD CAMERAS LAND CODE DIV	10/13/17	260404	748.95-
00001	REGIONS	CARDHOLDER	SERVI	7079	9/29/17	00173530	17000165	REG/EXPN EVANS NIGP JACKSON	10/13/17	260404	342.31-
00001	REGIONS	CARDHOLDER	SERVI	7079	9/29/17	00173190	17000166	WESTHOST DOMAIN REG	10/13/17	260404	108.50-
00001	REGIONS	CARDHOLDER	SERVI	7079	9/29/17	00173664	17000167	TV OFFICE SECURITY CEMETERY	10/13/17	260404	128.39-

REGIONS CARDHOLDER SERVI

Sum

14,145.18-

00001	RICOH CORP	5050520742	G	00173977	17000070	PRODUCTION PRINTER CHARGES	10/13/17	260405	735.28-
00001	RICOH CORP	5050597840		00174023	17000104	COPIER 9/17 HUMAN RES	10/13/17	260405	247.43-

RICOH CORP

Sum

982.71-

00001	RJ YOUNG COMPANY	INV2086742		00173903	17000004	COPIER 8/25-9/24 MUN COURT	10/13/17	260406	335.00-
00001	RJ YOUNG COMPANY	INV2086743		00173904	17000005	COPIER 8/24-9/23 MUN COURT	10/13/17	260406	176.20-
00001	RJ YOUNG COMPANY	INV2086752		00173950	17000081	COPIER 8/24-9/23 POLICE ADM	10/13/17	260406	253.00-
00001	RJ YOUNG COMPANY	INV2090628		00174051	17000185	COPIER 8/28-9/27 FIRE DEPT	10/13/17	260406	194.00-
00001	RJ YOUNG COMPANY	INV2097221		00174135	17000203	COPIER 8/28-9/27 FED/STATE	10/13/17	260406	187.00-
00001	RJ YOUNG COMPANY	INV2090627		00174087	17000205	COPIER 8/28-9/27 P/F ACADEMY	10/13/17	260406	236.00-

RJ YOUNG COMPANY

Sum

1,381.20-

00001	ROPER SUPPLY CO LLC	49901		00173137	17000118	GUN MOUNTS/LOCKS	10/13/17	260409	11,514.00-
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ROPER SUPPLY CO LLC

Sum

11,514.00-

00001	SAFARILAND GROUP	REG MILLER 1		00174166	17000262	REG MILLER CROWD MGMT CLASS	10/13/17	260410	895.00-
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SAFARILAND GROUP

Sum

895.00-

00001	SECRETARY OF STATE BUSIN	NOTARY FEE H		00174032	17000293	NOTARY FEE HARRIS M/ADM	10/13/17	260412	25.00-
00001	SECRETARY OF STATE BUSIN	NOTARY FEE M		00174032	17000294	NOTARY FEE MERCIER M//ADM	10/13/17	260412	25.00-
00001	SECRETARY OF STATE BUSIN	NOTARY FEE Z		00174032	17000295	NOTARY FEE Z JONES M/ADM	10/13/17	260412	25.00-

SECRETARY OF STATE BUSIN

Sum

75.00-

00001	SHERWIN-WILLIAMS COMPANY	6406-2		00173807	17000016	PAINT SUPP #2 FIRE TRAILER	10/13/17	260414	201.15-
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SHERWIN-WILLIAMS COMPANY

Sum

201.15-

00001	SHOWS DEARMAN & WAITS IN	19749		00174092	17000213	SRVS EPA RESPONSE 6/25-7/22	10/13/17	260416	4,812.50-
00001	SHOWS DEARMAN & WAITS IN	19869		00174103	17000214	SRVS SOUTHERN APPROACH AIRPT	10/13/17	260416	717.50-

00001 SHOWS DEARMAN & WAITS IN 19883	00174104 17000215 SRVS EPA RESPONSE 8/27-9/23	10/13/17	260416	1,050.00-
00001 SHOWS DEARMAN & WAITS IN 19738	00174094 17000217 SRVS NRCS RIVER AVE CRK STBL	10/13/17	260416	1,050.00-
00001 SHOWS DEARMAN & WAITS IN 19785	00174095 17000218 SRVS NRCS RIVER AVE CRK STBL	10/13/17	260416	350.00-
SHOWS DEARMAN & WAITS IN				
Sum				7,980.00-
00001 SIGNS FIRST H-61527	00173959 17000246 POLE BANNERS/MTS AVENUES	10/13/17	260417	2,951.00-
SIGNS FIRST				
Sum				2,951.00-
00001 SOLAR SUPPLY INC 3495976	00173562 17000071 A/C FILTERS CITY HALL	10/13/17	260421	50.16-
SOLAR SUPPLY INC				
Sum				50.16-
00001 SOUTHEASTERN CONCRETE CO 28345	00171991 17000280 CONCRETE PUBLIC WORKS	10/13/17	260423	410.00-
00001 SOUTHEASTERN CONCRETE CO 28346	00171991 17000281 CONCRETE PUBLIC WORKS	10/13/17	260423	512.50-
00001 SOUTHEASTERN CONCRETE CO 28347	00171991 17000282 CONCRETE PUBLIC WORKS	10/13/17	260423	461.25-
00001 SOUTHEASTERN CONCRETE CO 28410	00171991 17000283 CONCRETE PUBLIC WORKS	10/13/17	260423	307.50-
00001 SOUTHEASTERN CONCRETE CO 28517	00171991 17000284 CONCRETE PUBLIC WORKS	10/13/17	260423	358.75-
00001 SOUTHEASTERN CONCRETE CO 28609	00171991 17000285 CONCRETE PUBLIC WORKS	10/13/17	260423	512.50-
00001 SOUTHEASTERN CONCRETE CO 28695	00171991 17000286 CONCRETE PUBLIC WORKS	10/13/17	260423	410.00-
00001 SOUTHEASTERN CONCRETE CO 28789	00171991 17000287 CONCRETE PUBLIC WORKS	10/13/17	260423	307.50-
00001 SOUTHEASTERN CONCRETE CO 28857	00171991 17000288 CONCRETE PUBLIC WORKS	10/13/17	260423	820.00-
00001 SOUTHEASTERN CONCRETE CO 28878	00171991 17000289 CONCRETE PUBLIC WORKS	10/13/17	260423	410.00-
SOUTHEASTERN CONCRETE CO				
Sum				4,510.00-
00001 SOUTHERN FINANCIAL SYSTE CMCHAT2 9/16	00201813 17000136 POLICE FINES COLL.FEE	10/13/17	260424	5.44-
00001 SOUTHERN FINANCIAL SYSTE CMCHAT3 9/16	00201814 17000137 POLICE FINES COLL.FEE	10/13/17	260424	1,128.09-
SOUTHERN FINANCIAL SYSTE				
Sum				1,133.53-
00001 SOUTHERN PINES ANIMAL SH 10/17	00173943 17000095 HANDLING/HOUSING 10/17	10/13/17	260427	9,716.00-
SOUTHERN PINES ANIMAL SH				
Sum				9,716.00-
00001 SOUTHERN TIRE MART LLC 11135074	00173600 17000206 TIRES U#20315 FIRE DEPT	10/13/17	260428	1,629.82-
SOUTHERN TIRE MART LLC				
Sum				1,629.82-
00001 SPEEDY PRINTING & SIGNS 24470	00173879 17000171 SELF INKING STAMPS MUN COURT	10/13/17	260431	710.00-
SPEEDY PRINTING & SIGNS				
Sum				710.00-
00001 SPIRE ENERGY 10/17 GENERA	00020181 17000291 MNTHLY GAS-GENERAL	10/13/17	260432	281.07-
SPIRE ENERGY				
Sum				281.07-
00001 STANDARD OFFICE SUPPLY C 0072792-001	00173441 17000101 OFFICE SUPP M/ADM	10/13/17	260433	278.96-
00001 STANDARD OFFICE SUPPLY C 0072841-001	00173875 17000102 OFFICE SUPP CITY CLERK'S OFFC	10/13/17	260433	137.42-
00001 STANDARD OFFICE SUPPLY C 0072914-001	00174029 17000200 COPY PAPER HUMAN RES	10/13/17	260433	429.90-

STANDARD OFFICE SUPPLY C

Sum

846.28-

00001 STRICKLAND FURNITURE INC PO#172789 8/ 00172789 17000187 RECLINERS VARI FIRE DEPTS

10/13/17

260434

13,286.00-

STRICKLAND FURNITURE INC

Sum

13,286.00-

00001 SUTTON, MAURICE TRAV ADVANCE 00174063 17000212 TRAV ADV DAMAGE PREV SUMMIT

10/13/17

260436

211.00-

SUTTON, MAURICE

Sum

211.00-

00001 TRANSUNION RISK AND ALTE 362606 10/01 00173945 17000077 ONLINE INVESTIGATIONS 9/7-30

10/13/17

260440

127.75-

TRANSUNION RISK AND ALTE

Sum

127.75-

00001 TRUCKPRO INC 039-0636526 00174058 17000276 REPR PTS U#12956

10/13/17

260443

555.00-

TRUCKPRO INC

Sum

555.00-

00001 TRUCKPRO, LLC (REFUNDS) PRIVILEGE TA 00201816 17000133 PRIVILEGE TAX REFUND

10/13/17

260444

93.00-

TRUCKPRO, LLC (REFUNDS)

Sum

93.00-

00001 UNITED FENCE COMPANY 00018507 00173689 17000120 DRAIN FENCE PUBLIC WORKS

10/13/17

260447

374.34-

UNITED FENCE COMPANY

Sum

374.34-

00001 WASTE MANAGEMENT OF SOUT 0010256-2526 00174001 17000123 REFUSE DISPOSAL SANIT DEPT

10/13/17

260456

3,514.94-

00001 WASTE MANAGEMENT OF SOUT 0010284-2526 00174077 17000223 REFUSE DISPOSAL SANIT

10/13/17

260456

2,617.78-

WASTE MANAGEMENT OF SOUT

Sum

6,132.72-

00001 WATERS INTERNATIONAL TRU 08P841022 00173580 17000030 REPR PTS U#14403 SANIT

10/13/17

260458

134.08-

WATERS INTERNATIONAL TRU

Sum

134.08-

00001 WATTS BROTHERS TRACTOR C 01-30723 00174036 17000242 REPR PTS U#16076

10/13/17

260459

144.15-

WATTS BROTHERS TRACTOR C

Sum

144.15-

00001 WEBSTER ELECTRIC COMPANY 2249 00173771 17000193 REPR/SET PAPI LIGHTS AIRPORT

10/13/17

260460

1,500.00-

WEBSTER ELECTRIC COMPANY

Sum

1,500.00-

00001 WILLMUT GAS & OIL COMPAN 10/17 GENERA 00020181 17000225 MNTHLY GAS-GENERAL

10/13/17

260461

77.92-

WILLMUT GAS & OIL COMPAN

Sum

77.92-

00001 98 WASTE LLC	892	00174148 17000278 RUBBISH DISPOSAL SANIT	10/13/17	260465	5,698.00-
98 WASTE LLC					-----
Sum					5,698.00-
Sum					-----
					1,895,546.17-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING OCTOBER 13, 2017

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND							
00002 A & R FARM AND GARDEN	317197	00174003	17000047	TARPS/PICKS MOBILE ST FESTVL	10/13/17	260231	200.00-
A & R FARM AND GARDEN							200.00-
Sum							86.51-
00002 AGRI-AFC LLC	5397487	00174007	17000046	GRASS/FERTILIZER VETERANS PK	10/13/17	260235	
AGRI-AFC LLC							86.51-
Sum							310.00-
00002 ANOINTED HANDS SERVICES, 5196		00173916	17000012	SERVS 10/17 GRNDS MNT OFFICE	10/13/17	260239	
ANOINTED HANDS SERVICES,							310.00-
Sum							250.80-
00002 AT&T MOBILITY	287273578351	00174165	17000058	WIRELESS SERV 8/17 PARKS/REC	10/13/17	260247	
AT&T MOBILITY							250.80-
Sum							225.00-
00002 AUTOMOTIVE GLASS SPECIAL I218196		00173755	17000019	WINDOW REPR U#18558	10/13/17	260249	
AUTOMOTIVE GLASS SPECIAL							225.00-
Sum							1,852.50-
00002 B S N SPORTS	900516753	00173046	17000004	SHIRTS SUMMER SOFTBALL MCNAIR	10/13/17	260250	
B S N SPORTS							1,852.50-
Sum							25.00-
00002 BULK FUELS, LLC	2919	00173918	17000007	OIL REMOVAL 800 ARLEDGE ST	10/13/17	260259	
BULK FUELS, LLC							25.00-
Sum							141.90-
00002 CELEBRATIONS ETC	05094	00174011	17000051	ADDL FEES TENT MOBILE ST FEST	10/13/17	260269	
CELEBRATIONS ETC							141.90-
Sum							4.95-
00002 CINTAS CORPORATION #J66	J66556813	00173908	17000008	MATS 9/25 GRNDS MAINT	10/13/17	260274	
00002 CINTAS CORPORATION #J66	J66557585	00173908	17000009	MATS 10/02 GRNDS MAINT	10/13/17	260274	4.95-
00002 CINTAS CORPORATION #J66	J66556814	00173908	17000010	UNIFORMS 9/25 GRNDS MAINT	10/13/17	260274	150.40-
00002 CINTAS CORPORATION #J66	J66557586	00173908	17000011	UNIFORMS 10/02 GRNDS MAINT	10/13/17	260274	178.40-
CINTAS CORPORATION #J66							338.70-
Sum							50,395.65-
00002 CITY OF HATTIESBURG FUND TRF 1ST 10/1	00201830	17000054	TRF 1ST 10/17 PAYROLL	10/11/17	311611		
CITY OF HATTIESBURG FUND							50,395.65-
Sum							124.32-
00002 COMMERCIAL STATIONERY CO 405216-0		00173814	17000003	OFFICE SUPP MCNAIR CENTER	10/13/17	260281	

Sum									124.32-
00002 COMSOUTH	187528	00173925	17000048	RADIO REPAIR GRNDS MAINT	10/13/17	260282		188.75-	
00002 COMSOUTH	187529	00173925	17000049	RADIO REPAIR GRNDS MAINT	10/13/17	260282		181.00-	
COMSOUTH									
Sum								369.75-	
00002 CONNER, TOBARRA	SPORTS SERVS	00201824	17000037	SPORTS SUPPORT SERVICES	10/13/17	260283		84.00-	
CONNER, TOBARRA									
Sum								84.00-	
00002 CRY, JAMAAL	SPORTS SERVS	00201824	17000038	SPORTS SUPPORT SERVICES	10/13/17	260287		84.00-	
CRY, JAMAAL									
Sum								84.00-	
00002 DIXON, TIMOTHY	OFFICIAL 9/2	00201825	17000027	OFFICIAL-ADULT SOFTBALL	10/13/17	260291		60.00-	
DIXON, TIMOTHY									
Sum								60.00-	
00002 ECONOMY SUPPLY CO	282036	00173880	17000016	SCULPTURE SUPP DOG PARK	10/13/17	260295		29.60-	
00002 ECONOMY SUPPLY CO	282606	00173929	17000023	REPR MATLS S ANTONIO RESTROOM	10/13/17	260295		19.20-	
ECONOMY SUPPLY CO									
Sum								48.80-	
00002 ESTERS, WILLARD (BUTCH)	OFFICIAL 9/2	00201825	17000028	OFFICIAL-ADULT SOFTBALL	10/13/17	260299		180.00-	
ESTERS, WILLARD (BUTCH)									
Sum								180.00-	
00002 EVERETT, RAYFORD	OFFICIAL 9/2	00201825	17000029	OFFICIAL-ADULT SOFTBALL	10/13/17	260300		60.00-	
EVERETT, RAYFORD									
Sum								60.00-	
00002 GREEN FOREST NURSERY INC	28293	00173839	17000015	GREENERY TUSKIN/EDWARDS DED	10/13/17	260313		550.00-	
GREEN FOREST NURSERY INC									
Sum								550.00-	
00002 HARRIS, TYRELL R	SPORTS SERVS	00201824	17000039	SPORTS SUPPORT SERVICES	10/13/17	260317		84.00-	
HARRIS, TYRELL R									
Sum								84.00-	
00002 HAVARD PEST CONTROL INC	1198393	00174079	17000050	PEST CONTROL TATUM SOC CMLPX	10/13/17	260321		69.00-	
HAVARD PEST CONTROL INC									
Sum								69.00-	
00002 HUGHES SUPPLY	S151140146.0	00173760	17000022	A/C REPR SUPP TATUM TENNIS	10/13/17	260329		79.69-	
HUGHES SUPPLY									
Sum								79.69-	
00002 JOHNSON, TONY	SPORTS SERVS	00201824	17000040	SPORTS SUPPORT SERVICES	10/13/17	260339		84.00-	
JOHNSON, TONY									
Sum								84.00-	

00002 JONES, BENJAMIN N	OFFICIAL 9/2 00201825 17000030	OFFICIAL-ADULT SOFTBALL	10/13/17	260342	120.00-
JONES, BENJAMIN N					
Sum					120.00-
00002 KEELING COMPANY (HATTIES	S3285143.001 00173764 17000024	SPRINKLER SUPP TATUM SOC/SB	10/13/17	260343	525.04-
KEELING COMPANY (HATTIES					
Sum					525.04-
00002 KETTLEY, ANNETTE	SPORTS SERVS 00201824 17000041	SPORTS SUPPORT SERVICES	10/13/17	260345	96.00-
KETTLEY, ANNETTE					
Sum					96.00-
00002 LOWE'S OF HATTIESBURG IN	936859 00173457 17000006	GARBAGE CANS	10/13/17	260354	569.20-
LOWE'S OF HATTIESBURG IN					
Sum					569.20-
00002 MCELHANEY PLUMBING INC	260521 00173931 17000025	WAX SEALS S ANTONIO RESTROOM	10/13/17	260360	5.85-
MCELHANEY PLUMBING INC					
Sum					5.85-
00002 MORRIS, GEORGE T	OFFICIAL 9/2 00201825 17000031	OFFICIAL-ADULT SOFTBALL	10/13/17	260367	120.00-
MORRIS, GEORGE T					
Sum					120.00-
00002 MS POWER COMPANY	10/17 PKS/RE 00020181 17000057	MNTHLY ELEC-PARKS & REC	10/13/17	260375	1,166.21-
MS POWER COMPANY					
Sum					1,166.21-
00002 PALMER, LARRY J	SPORTS SERVS 00201824 17000042	SPORTS SUPPORT SERVICES	10/13/17	260384	192.00-
PALMER, LARRY J					
Sum					192.00-
00002 PIONEER MANUFACTURING CO	INV657847 00173255 17000017	BALLFIELD MARKING PAINT	10/13/17	260390	1,510.00-
00002 PIONEER MANUFACTURING CO	INV656876 00173619 17000018	PAINT MACHINE	10/13/17	260390	335.60-
PIONEER MANUFACTURING CO					
Sum					1,845.60-
00002 PITTMAN, PERCY D	OFFICIAL 9/2 00201825 17000032	OFFICIAL-ADULT SOFTBALL	10/13/17	260391	135.00-
PITTMAN, PERCY D					
Sum					135.00-
00002 POWELL, RANDY	SPORTS SERVS 00201824 17000043	SPORTS SUPPORT SERVICES	10/13/17	260393	196.00-
POWELL, RANDY					
Sum					196.00-
00002 SHERWIN-WILLIAMS COMPANY	6465-8 00173851 17000002	PINK PAINT TATUM SOFTBALL	10/13/17	260414	105.60-
SHERWIN-WILLIAMS COMPANY					
Sum					105.60-
00002 SMITH, CARLTON L	OFFICIAL 9/2 00201825 17000033	OFFICIAL-ADULT SOFTBALL	10/13/17	260418	160.00-
SMITH, CARLTON L					

Sum						160.00-
00002 SOUTHEASTERN CONCRETE CO 29096	00173882 17000014 CONCRETE DOG PK SCULPTURE	10/13/17	260423			102.50-

SOUTHEASTERN CONCRETE CO						
Sum						102.50-
00002 SOUTHERN ON SITE STORAGE 57551	00172711 17000013 PORTALETS TATUM SLOWPITCH	10/13/17	260426			170.00-
00002 SOUTHERN ON SITE STORAGE 57630	00173754 17000052 PORTALETS MOBILE/BOUIE FESTVL	10/13/17	260426			1,050.00-
00002 SOUTHERN ON SITE STORAGE 57631	00173926 17000053 HAND WASH STATIONS MOBILE ST	10/13/17	260426			130.00-

SOUTHERN ON SITE STORAGE						
Sum						1,350.00-
00002 SPIRE ENERGY	10/17 PKS/RE 00020181 17000056 MNTHLY GAS-PARKS & REC	10/13/17	260432			13.12-

SPIRE ENERGY						
Sum						13.12-
00002 TERRELL, WINSTON	OFFICIAL 9/2 00201825 17000034 OFFICIAL-ADULT SOFTBALL	10/13/17	260438			120.00-

TERRELL, WINSTON						
Sum						120.00-
00002 TROTTER, COREY	OFFICIAL 9/2 00201825 17000035 OFFICIAL-ADULT SOFTBALL	10/13/17	260441			140.00-

TROTTER, COREY						
Sum						140.00-
00002 TROTTER, JAMES C JR	OFFICIAL 9/2 00201825 17000036 OFFICIAL-ADULT SOFTBALL	10/13/17	260442			140.00-

TROTTER, JAMES C JR						
Sum						140.00-
00002 UNITED RENTALS (NORTH AM 150078080-00 00172778 17000026 PORT LITE RENT TATUM SOCCER		10/13/17	260448			2,496.00-

UNITED RENTALS (NORTH AM						
Sum						2,496.00-
00002 VARNADO, ALEXANDRIA	SPORTS SERVS 00201824 17000044 SPORTS SUPPORT SERVICES	10/13/17	260450			64.00-

VARNADO, ALEXANDRIA						
Sum						64.00-
00002 VARNADO, UNBRA	SPORTS SERVS 00201824 17000045 SPORTS SUPPORT SERVICES	10/13/17	260451			160.00-

VARNADO, UNBRA						
Sum						160.00-
00002 VESELY'S NURSERY	PO#173838 10 00173838 17000021 MUMS MOBILE ST MONUMENT	10/13/17	260452			122.50-

VESELY'S NURSERY						
Sum						122.50-
00002 WATER FLOW PRODUCTIONS I 10310	00173551 17000020 PLUMB REPRS TATUM/CITY HALL	10/13/17	260457			670.00-

WATER FLOW PRODUCTIONS I						
Sum						670.00-

Sum						66,318.24-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING OCTOBER 13, 2017

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
HATT.MUNICIPAL FIRE PROTECTION							
00005 MOTOROLA CUSTOMER CONNEC	13182364	00173625	17000003	RPLCMNT RADIOS FIRE DEPT	10/13/17	260368	7,060.50-

MOTOROLA CUSTOMER CONNEC							7,060.50-
Sum							7,060.50-
00005 MS FIRE INVESTIGATORS AS REG MOONEY 1	00173946	17000001	REG MOONEY SEMINAR VICKSBURG	10/13/17	260371	175.00-	
00005 MS FIRE INVESTIGATORS AS REG COLLING	00173946	17000002	REG COLLINS SEMINAR VICKSBURG	10/13/17	260371	175.00-	

MS FIRE INVESTIGATORS AS							350.00-
Sum							350.00-

Sum							7,410.50-

Date - 10/11/17

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PAYROLL FUND							
00006 H'BURG FINANCE CO (GARN)	6696	02017183	17000018	GARNISHMENT	10/06/17	112203	334.45-
H'BURG FINANCE CO (GARN)							
Sum							334.45-
00006 MS EMPLOY SECURITY DEPT	0266	02017183	17000004	GARNISHMENT	10/06/17	112189	344.95-
MS EMPLOY SECURITY DEPT							
Sum							344.95-
00006 PROVIDENT LIFE AND ACCID 9/17		02017184	17000033	EMP CONTRIB 9/17	10/06/17	112218	6,090.08-
PROVIDENT LIFE AND ACCID							
Sum							6,090.08-
00006 SOUTHERN FINANCIAL SYSTE	2690	02017183	17000002	GARNISHMENT	10/06/17	112187	576.18-
SOUTHERN FINANCIAL SYSTE							
Sum							576.18-
00006 STEADMAN, SUSAN K (GARN)	7095	02017183	17000003	GARNISHMENT	10/06/17	112188	690.73-
STEADMAN, SUSAN K (GARN)							
Sum							690.73-
Sum							8,036.39-

Date - 10/11/17

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER OPERATION/MAINT.							
00009 AT&T MOBILITY	287273578351	00174165	17000051	WIRELESS SERV 8/17 W&SO&M	10/13/17	260247	612.72-
AT&T MOBILITY							
Sum							612.72-
00009 BONNER ANALYTICAL TESTIN	64336	00174033	17000021	COLIFORM TESTS WTR PLANTS	10/13/17	260256	106.00-
BONNER ANALYTICAL TESTIN							
Sum							106.00-
00009 BURKETT RADIATOR SHOP	65212	00173787	17000047	REPRS U#13080 PLANT	10/13/17	260260	660.00-
00009 BURKETT RADIATOR SHOP	65214	00174149	17000048	ADDL AMT DUE PO#173787	10/13/17	260260	170.00-
BURKETT RADIATOR SHOP							
Sum							830.00-
00009 CENTRAL PIPE SUPPLY INC	S100112890.0	00173210	17000002	PLUMB SUPP TRANS DEPT	10/13/17	260270	201.96-
00009 CENTRAL PIPE SUPPLY INC	S100112890.0	00173210	17000003	PLUMB SUPP TRANS DEPT	10/13/17	260270	673.20-
CENTRAL PIPE SUPPLY INC							
Sum							875.16-
00009 CINTAS CORPORATION #J66	J66557596	00173979	17000013	UNIFORMS 10/02 TRANS	10/13/17	260274	94.94-
00009 CINTAS CORPORATION #J66	J66557597	00173979	17000014	MOP/MAT 10/02 PLANT	10/13/17	260274	13.93-
00009 CINTAS CORPORATION #J66	J66557596	00173979	17000015	UNIFORMS 10/02 PLANT	10/13/17	260274	48.21-
00009 CINTAS CORPORATION #J66	J66557596	00173979	17000016	UNIFORMS 10/02 SEWER	10/13/17	260274	52.96-
00009 CINTAS CORPORATION #J66	J66557596	00173979	17000017	UNIFORMS 10/02 LAGOON	10/13/17	260274	24.50-
CINTAS CORPORATION #J66							
Sum							234.54-
00009 CITY OF HATTIESBURG FUND	TRF 1ST 10/1	00201830	17000043	TRF 1ST 10/17 PAYROLL	10/11/17	22065	99,414.18-
CITY OF HATTIESBURG FUND							
Sum							99,414.18-
00009 COURTESY MOTORS INC	464471	00171774	17000045	HEX NUTS U#19845 TRANS	10/13/17	260285	104.32-
COURTESY MOTORS INC							
Sum							104.32-
00009 EQUIPMENT INC	165501717	00173746	17000020	REPR HYD LEAK EXCAVATOR MOTOR	10/13/17	260298	479.23-
EQUIPMENT INC							
Sum							479.23-
00009 INDUSTRIAL CHEMICALS INC	399653	00173616	17000018	LIME FOR WATER PLANTS	10/13/17	260332	7,425.00-
INDUSTRIAL CHEMICALS INC							
Sum							7,425.00-
00009 IRBY, STUART C CO	S010370664.0	00173045	17000042	CUTLER HAMMER REPR PLT #1	10/13/17	260334	2,410.00-
IRBY, STUART C CO							

Sum							2,410.00-
00009 L & A CONTRACTING CO	483-092	00174133	17000028	AERATOR MNT 9/25-10/8 LAGOONS	10/13/17	260348	81,690.32-

L & A CONTRACTING CO							81,690.32-
Sum							36,565.43-
00009 MS POWER COMPANY	10/17 W&SO&M	00020181	17000050	MNTHLY ELEC-W&SO&M	10/13/17	260375	-----
MS POWER COMPANY							36,565.43-
Sum							8,850.74-
00009 PEARL RIVER VALLEY EPA (	10/17 W&SO&M	00020181	17000049	MNTHLY 10/17 PUBLIC SERVICES	10/13/17	260385	-----
PEARL RIVER VALLEY EPA (							8,850.74-
Sum							159.04-
00009 RICOH CORP	5050520742 W	00173977	17000005	PRODUCTION PRINTER CHARGES	10/13/17	260405	-----
RICOH CORP							159.04-
Sum							4,866.00-
00009 RJM MCQUEEN CONTRACTING	1315	00173923	17000006	SEWER SERV S 28TH/MIMOSA	10/13/17	260407	4,850.00-
00009 RJM MCQUEEN CONTRACTING	1316	00173923	17000007	SEWER SERV OLD HWY 11/MARKET	10/13/17	260407	9,288.15-
00009 RJM MCQUEEN CONTRACTING	1317	00173923	17000008	SEWER SERV SHELTON/ARLEDGE	10/13/17	260407	10,033.95-
00009 RJM MCQUEEN CONTRACTING	1318	00173923	17000009	SEWER SERV COUNTRY CLUB/69TH	10/13/17	260407	5,258.50-
00009 RJM MCQUEEN CONTRACTING	1319	00173923	17000010	SEWER SERV LARAMIE CIR/28TH	10/13/17	260407	5,716.50-
00009 RJM MCQUEEN CONTRACTING	1320	00173930	17000011	SEWER SERV BOUIE/E 9TH	10/13/17	260407	5,669.10-
00009 RJM MCQUEEN CONTRACTING	1322	00173930	17000012	SEWER SERV N 20TH/MABLE	10/13/17	260407	74,783.83-
00009 RJM MCQUEEN CONTRACTING	1324	00174132	17000026	SEWER BILLING 9/17	10/13/17	260407	15,580.00-
00009 RJM MCQUEEN CONTRACTING	1325	00174132	17000027	SEWER PUMPING 9/17	10/13/17	260407	-----
RJM MCQUEEN CONTRACTING							136,046.03-
Sum							16,280.00-
00009 SMITH, JIM SERVICES	88040	00171908	17000041	HVAC UNIT WTR PLT #2	10/13/17	260420	-----
SMITH, JIM SERVICES							16,280.00-
Sum							2,731.00-
00009 THE SPECTRUM GROUP INC	8037	00172168	17000019	FLOWMETER PLT#2 PUMP#2	10/13/17	260439	-----
THE SPECTRUM GROUP INC							2,731.00-
Sum							662.73-
00009 WARREN PAVING INC	4767	00174137	17000022	ADDL AMT DUE PO#172691	10/13/17	260455	182.53-
00009 WARREN PAVING INC	4840	00174137	17000023	ADDL AMT DUE PO#172691	10/13/17	260455	232.75-
00009 WARREN PAVING INC	4889	00174137	17000024	ADDL AMT DUE PO#172691	10/13/17	260455	284.20-
00009 WARREN PAVING INC	4451	00172691	17000030	HOT ASPHALT MIX PUBLIC WORKS	10/13/17	260455	553.72-
00009 WARREN PAVING INC	4457	00172691	17000031	HOT ASPHALT MIX PUBLIC WORKS	10/13/17	260455	668.25-
00009 WARREN PAVING INC	4465	00172691	17000032	HOT ASPHALT MIX PUBLIC WORKS	10/13/17	260455	596.58-
00009 WARREN PAVING INC	4538	00172691	17000033	HOT ASPHALT MIX PUBLIC WORKS	10/13/17	260455	85.75-
00009 WARREN PAVING INC	4544	00172691	17000034	HOT ASPHALT MIX PUBLIC WORKS	10/13/17	260455	646.81-
00009 WARREN PAVING INC	4581	00172691	17000035	HOT ASPHALT MIX PUBLIC WORKS	10/13/17	260455	409.15-
00009 WARREN PAVING INC	4678	00172691	17000036	HOT ASPHALT MIX PUBLIC WORKS	10/13/17	260455	578.82-
00009 WARREN PAVING INC	4686	00172691	17000037	HOT ASPHALT MIX PUBLIC WORKS	10/13/17	260455	414.05-
00009 WARREN PAVING INC	4700	00172691	17000038	HOT ASPHALT MIX PUBLIC WORKS	10/13/17	260455	271.34-
00009 WARREN PAVING INC	4774	00172691	17000039	HOT ASPHALT MIX PUBLIC WORKS	10/13/17	260455	388.32-
00009 WARREN PAVING INC	4812	00172691	17000040	HOT ASPHALT MIX PUBLIC WORKS	10/13/17	260455	-----

WARREN PAVING INC

Sum						5,975.00-
00009 WATTS BROTHERS TRACTOR C 01-25611	00168060 17000025 EXCAVATOR REPR TORNADO 2017	10/13/17	260459			7,935.66-
00009 WATTS BROTHERS TRACTOR C 01-29825	00173152 17000046 REPRS U#16050 TRANS	10/13/17	260459			956.54-

WATTS BROTHERS TRACTOR C

Sum						8,892.20-
00009 WILLMUT GAS & OIL COMPAN 10/17 W&SO&M 00020181 17000029 MNTHLY GAS-W&SO&M		10/13/17	260461			13.16-

WILLMUT GAS & OIL COMPAN

Sum						13.16-
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Sum						409,694.07-
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CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING OCTOBER 13, 2017

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER FUND							
00011 ANTONOVA OKSANA	METER DEP RF	00201817	17000026	METER DEP RFD	10/13/17	260240	21.40-
ANTONOVA OKSANA							21.40-
Sum							41.40-
00011 BARNETT, SICOREY	METER DEP RF	00201817	17000023	METER DEP RFD	10/13/17	260251	41.40-
BARNETT, SICOREY							41.40-
Sum							24.40-
00011 CARDINAL MANAGEMENT GROU	METER DEP RF	00201817	17000034	METER DEP RFD	10/13/17	260266	24.40-
CARDINAL MANAGEMENT GROU							24.40-
Sum							526,172.08-
00011 CITY OF HATTIESBURG FUND 9/17 WATER D	00020183	17000010	9/17 WATER DIST	10/17	10/05/17	311602	526,172.08-
CITY OF HATTIESBURG FUND							526,172.08-
Sum							75.00-
00011 COMBS, KRISTEN	METER DEP RF	00201817	17000030	METER DEP RFD	10/13/17	260277	75.00-
COMBS, KRISTEN							19.44-
Sum							19.44-
00011 CRIDDLE, CASEY	METER DEP RF	00201817	17000033	METER DEP RFD	10/13/17	260286	24.40-
CRIDDLE, CASEY							24.40-
Sum							24.40-
00011 EASTERLING, IRIS M	METER DEP RF	00201817	17000044	METER DEP RFD	10/13/17	260294	24.40-
EASTERLING, IRIS M							24.40-
Sum							24.40-
00011 FELICIANO, RAFAEL	METER DEP RF	00201817	17000035	METER DEP RFD	10/13/17	260303	24.40-
FELICIANO, RAFAEL							24.40-
Sum							24.40-
00011 HATTIESBURG CLINIC	METER DEP RF	00201817	17000013	METER DEP RFD	10/13/17	260318	24.40-
HATTIESBURG CLINIC							24.40-
Sum							65.22-
00011 HATT1, LLC DBA ZAXBY'S	METER DEP RF	00201817	17000027	METER DEP RFD	10/13/17	260320	65.22-
HATT1, LLC DBA ZAXBY'S							40.22-
Sum							40.22-
00011 HUB CITY TATTOO STUDIO	METER DEP RF	00201817	17000031	METER DEP RFD	10/13/17	260328	40.22-
HUB CITY TATTOO STUDIO							40.22-
Sum							24.40-
00011 HUGHES, SARAH	METER DEP RF	00201817	17000028	METER DEP RFD	10/13/17	260330	24.40-

HUGHES, SARAH				
Sum				24.40-
00011 JACKSON, KATHERINE	METER DEP RF 00201817 17000021	METER DEP RFD	10/13/17 260336	24.40-
JACKSON, KATHERINE				
Sum				24.40-
00011 JIN, YUN	METER DEP RF 00201817 17000024	METER DEP RFD	10/13/17 260337	75.00-
00011 JIN, YUN	WTR OVRPMT R 00201823 17000046	WTR OVRPMT RFD	10/13/17 260337	34.56-
JIN, YUN				
Sum				109.56-
00011 JOHNSON, WENDY B	METER DEP RF 00201817 17000040	METER DEP RFD	10/13/17 260341	24.40-
JOHNSON, WENDY B				
Sum				24.40-
00011 KENNEDY, JO CAROL	METER DEP RF 00201817 17000012	METER DEP RFD	10/13/17 260344	21.40-
KENNEDY, JO CAROL				
Sum				21.40-
00011 LAVERGNE, LESLIE C	METER DEP RF 00201817 17000014	METER DEP RFD	10/13/17 260351	18.44-
LAVERGNE, LESLIE C				
Sum				18.44-
00011 LCQ AVIATION	METER DEP RF 00201817 17000020	METER DEP RFD	10/13/17 260352	40.22-
LCQ AVIATION				
Sum				40.22-
00011 LOWREY, ERIK	METER DEP RF 00201817 17000036	METER DEP RFD	10/13/17 260356	15.22-
LOWREY, ERIK				
Sum				15.22-
00011 MOULDER, LAUREN	METER DEP RF 00201817 17000019	METER DEP RFD	10/13/17 260369	26.00-
MOULDER, LAUREN				
Sum				26.00-
00011 OTT, DAVID2	METER DEP RF 00201817 17000042	METER DEP RFD	10/13/17 260382	24.40-
OTT, DAVID2				
Sum				24.40-
00011 RAINEY, JOSHUA P	METER DEP RF 00201817 17000017	METER DEP RFD	10/13/17 260398	75.00-
RAINEY, JOSHUA P				
Sum				75.00-
00011 RAMP STEPHEN WA	METER DEP RF 00201817 17000043	METER DEP RFD	10/13/17 260399	7.10-
RAMP STEPHEN WA				
Sum				7.10-
00011 SALON BAR	METER DEP RF 00201817 17000022	METER DEP RFD	10/13/17 260411	7.10-
SALON BAR				
Sum				7.10-

00011 SELECT PORTFOLIO SERVICI METER DEP RF 00201817 17000039 METER DEP RFD	10/13/17	260413	75.00-
SELECT PORTFOLIO SERVICI			
Sum			75.00-
00011 SMITH, DELOIS2 METER DEP RF 00201817 17000037 METER DEP RFD	10/13/17	260419	24.40-
SMITH, DELOIS2			
Sum			24.40-
00011 SORI, RHONDA METER DEP RF 00201817 17000011 METER DEP RFD	10/13/17	260422	75.00-
SORI, RHONDA			
Sum			75.00-
00011 SOUTHERN LIVING HOMES TE METER DEP RF 00201817 17000045 METER DEP RFD	10/13/17	260425	24.40-
SOUTHERN LIVING HOMES TE			
Sum			24.40-
00011 SOUTHGATE REALTY LLC WOO METER DEP RF 00201817 17000041 METER DEP RFD	10/13/17	260429	24.40-
SOUTHGATE REALTY LLC WOO			
Sum			24.40-
00011 TAVAI HANNAH S METER DEP RF 00201817 17000016 METER DEP RFD	10/13/17	260437	26.00-
TAVAI HANNAH S			
Sum			26.00-
00011 TWO ROADS 2 METER DEP RF 00201817 17000032 METER DEP RFD	10/13/17	260445	24.40-
TWO ROADS 2			
Sum			24.40-
00011 UNITED CELLULAR METER DEP RF 00201817 17000025 METER DEP RFD	10/13/17	260446	7.10-
UNITED CELLULAR			
Sum			7.10-
00011 WARD, DORIS METER DEP RF 00201817 17000015 METER DEP RFD	10/13/17	260453	21.40-
WARD, DORIS			
Sum			21.40-
00011 WOLVERTON, MARY E METER DEP RF 00201817 17000018 METER DEP RFD	10/13/17	260462	21.40-
WOLVERTON, MARY E			
Sum			21.40-
00011 ZORNES, ANDREW METER DEP RF 00201817 17000029 METER DEP RFD	10/13/17	260463	26.00-
ZORNES, ANDREW			
Sum			26.00-
00011 11TH AVE INVESTMENTS LLC METER DEP RF 00201817 17000038 METER DEP RFD	10/13/17	260464	24.40-
11TH AVE INVESTMENTS LLC			
Sum			24.40-
Sum			527,374.50-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING OCTOBER 13, 2017

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
POLICE FORFEITURES FUND							
00019 REGIONS CARDHOLDER SERVI	7079	9/29/17	00173477	17000003 SNACKS AFTER SCHOOL PROGRAM	10/13/17	260404	1,107.45-
REGIONS CARDHOLDER SERVI							1,107.45-
Sum							1,107.45-
00019 SUPERCIRCUITS	9274592A	00172438	17000002	BAIT CAR DEVICE	10/13/17	260435	6,617.70-
00019 SUPERCIRCUITS	9274592D	00172454	17000004	BATTERY/QUICK DEPLOY BAIT CAR	10/13/17	260435	1,200.00-
SUPERCIRCUITS							7,817.70-
Sum							
Sum							8,925.15-

Date - 10/11/17

Check
Amount

36,435.03-

36,435.03-

36,435.03-

CITY OF HATTIESBURG DOCKET OF CLAIMS PERIOD ENDING OCTOBER 13, 2017					Date	- 10/11/17	
Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MASS TRANSIT FUND							
00073 AMERICAN PRINTING & OFFI	7249	00171843	17000012	LOGOS U#15648	10/13/17	260238	255.00-
AMERICAN PRINTING & OFFI							255.00-
Sum							307.22-
00073 AT&T MOBILITY	287273578351	00174165	17000018	WIRELESS SERV 8/17 M TRANSIT	10/13/17	260247	307.22-
AT&T MOBILITY							307.22-
Sum							75.90-
00073 CINTAS CORPORATION #J66	J66554819	00174040	17000008	UNIFORMS 9/06 MECH/DRIVERS	10/13/17	260274	75.90-
00073 CINTAS CORPORATION #J66	J66555590	00174040	17000009	UNIFORMS 9/13 MECH/DRIVERS	10/13/17	260274	75.90-
00073 CINTAS CORPORATION #J66	J66556360	00174040	17000010	UNIFORMS 9/20 MECH/DRIVERS	10/13/17	260274	75.90-
00073 CINTAS CORPORATION #J66	J665571740	00174040	17000011	UNIFORMS 9/27 MECH/DRIVERS	10/13/17	260274	75.90-
CINTAS CORPORATION #J66							303.60-
Sum							26,745.00-
00073 CITY OF HATTIESBURG FUND TRF 1ST 10/1	00201830	17000014	TRF 1ST 10/17	PAYROLL	10/11/17	112220	26,745.00-
CITY OF HATTIESBURG FUND							26,745.00-
Sum							320.63-
00073 COURTESY MOTORS INC	223635	00171839	17000007	REPRS U#19552 BUS	10/13/17	260285	320.63-
COURTESY MOTORS INC							320.63-
Sum							2,069.40-
00073 EMPIRE TRUCK SALES (H'BU RE006026130:	00172944	17000004	REPRS U#16235	BUS	10/13/17	260297	2,069.40-
EMPIRE TRUCK SALES (H'BU							2,069.40-
Sum							1,852.09-
00073 GILLIG LLC	40359919	00171747	17000006	REPR PTS U#16235 BUS	10/13/17	260309	1,852.09-
GILLIG LLC							1,852.09-
Sum							250.00-
00073 JOHNNY'S WRECKER SERVICE	31326	00172039	17000002	TOWING U#19552 BUS	10/13/17	260338	250.00-
JOHNNY'S WRECKER SERVICE							415.58-
Sum							415.58-
00073 PETERBILT OF HATTIESBURG	518410	00174004	17000016	REPRS U#18572 BUS	10/13/17	260386	415.58-
PETERBILT OF HATTIESBURG							2,070.04-
Sum							2,070.04-
00073 SOUTHERN TIRE MART LLC	11135606	00173874	17000017	TIRES U#19552 & 16761 BUSES	10/13/17	260428	2,070.04-
SOUTHERN TIRE MART LLC							2,070.04-
Sum							48,022.00-
00073 SOUTHGROUP (HATTIESBURG HATTIES-02 1	00174020	17000005	TRANSIT AUTO RNWL 10/17-10/18		10/13/17	260430	48,022.00-

SOUTHGROUP (HATTIESBURG

Sum
00073 WATERS INTERNATIONAL TRU 08P842394 00173998 17000013 REPRS U#16666 & U#18572

10/13/17 260458 48,022.00-
292.65-

WATERS INTERNATIONAL TRU

Sum

292.65-

Sum

82,903.21-

00077 MS POWER COMPANY	10/17 COMM C 00020181 17000019 MNTHLY ELEC-COMM CNTRS	10/13/17	260375	3,819.55-

MS POWER COMPANY				3,819.55-
Sum				100.00-
00077 REED, SHEILA (REFUNDS)	CE ROY CENTE 00201822 17000015 DAMAGE DEPOSIT REFUND	10/13/17	260401	100.00-

REED, SHEILA (REFUNDS)				100.00-
Sum				237.28-
00077 SPIRE ENERGY	10/17 COMM C 00020181 17000018 MNTHLY GAS-COMM CNTRS	10/13/17	260432	237.28-

SPIRE ENERGY				237.28-
Sum				-----
Sum				26,389.42-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING OCTOBER 13, 2017

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY DEVELOP. BLOCK GRANT							
00082 CITY OF HATTIESBURG FUND	TRF 1ST 10/1	00201830	17000005	TRF 1ST 10/17 PAYROLL	10/11/17	311612	6,536.15-
CITY OF HATTIESBURG FUND							6,536.15-
Sum							6,536.15-
00082 HOLLIMON CONSTRUCTION	10/3/17B	00173922	17000003	610 CYPRESS GUT, SHTRCK, WIND	10/06/17	311609	15,000.00-
00082 HOLLIMON CONSTRUCTION	10/3/17	00173965	17000004	708 MAMIE GUT SHTRCK, FINISH	10/06/17	311610	20,000.00-
HOLLIMON CONSTRUCTION							35,000.00-
Sum							35,000.00-
Sum							41,536.15-
Grand Total Level							3,875,704.63-
Sum							

City of Hattiesburg, MS

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



Meeting Agenda - Final

Tuesday, October 17, 2017

5:00 PM

Council Chambers

City Council - Amendments to the Agenda

Add Policy Agenda Items VI.-13 - VI. - 16 at the request of the Administration as follows:

- VI.-13** [2017-809](#) Ratify and confirm the Mayor's appointment of Torsky Williams (W2), to the Hattiesburg Tourism Commission, for a five-year term beginning 10-17-2017 and ending 10-16-2022.

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

- VI.-14** [2017-810](#) Ratify and confirm the Mayor's appointment of Fei Xue (W3) (Replaces Bob Patel) to the Hattiesburg Tourism Commission for a term 2/17/2015 to 2/16/2020) beginning October 17, 2017 and ending February 16, 2020.

Attachments: [Fei Xue-Resume](#)
 [Xue Data Sheet](#)

- VI.-15** [2017-816](#) Ratify and confirm the Mayor's appointment of Adrienne Hicks Garanich(W4), to the Hattiesburg Tourism Commission, for a five-year term beginning 10-17-2017 and ending 10-16-2022.

Attachments: [Garanich Data Sheet \(2\)](#)
 [Garanich Resume](#)

- VI.-16** [2017-817](#) Acknowledge receipt of the U.S. Department of Housing & Urban Development report of monitoring of the City of Hattiesburg's CDBG and Home programs, conducted on-site August 29-31, 2017.

Attachments: [HUD- Report](#)



City of Hattiesburg, MS

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

Master

File Number: 2017-809

File ID: 2017-809

Type: Regular Agenda Item

Status: Approved

Version: 2

Reference:

In Control: City Council

Requester:

File Created: 10/16/2017

Brief Title: Appointment of Torsky Williams to the Tourism Commission.

Final Action: 10/17/2017

Minute Book Number: MB2017-433

Title:

Ratify and confirm the Mayor's appointment of Torsky Williams (W2), to the Hattiesburg Tourism Commission, for a five-year term beginning 10-17-2017 and ending 10-16-2022.

Notes:

Agenda Date: 10/17/2017

Indexes:

Agenda Number:

Sponsors:

Enactment Date:

Attachments: Williams Resume, Data Sheet-Williams

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 - Amendments to the Agenda	10/17/2017					
1	City Council	10/17/2017	Ratify and Confirm				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Ratify and confirm the Mayor's appointment of Torsky Williams (W2), to the Hattiesburg Tourism Commission, for a five-year term beginning 10-17-2017 and ending 10-16-2022.							
Mayor Barker stated that Williams will replace Sheila Varnado.							
Following 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 2017-809

Title

Ratify and confirm the Mayor's appointment of Torsky Williams (W2), to the Hattiesburg Tourism Commission, for a five-year term beginning 10-17-2017 and ending 10-16-2022.

Summary

Appointment of Torsky Williams to the Tourism Commission.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

303 Emerson Lane
Hattiesburg, MS 39401
(601) 310-6597
luckytorsk@aol.com

Torsky Williams

Professional Profile

Energetic professional with experience in Women Health/ Psychological Health/ Medical-Surgical

Encourages and remains open to new ideas and approaches

Models and demonstrates high standards of integrity, trust, openness, and respect for others.

Experience

2015-Current

**Southern Mississippi Planning and Development District
Case Manager (Covington, Forrest and Lamar counties)**

- Complete client assessments for admission to the Elderly and Disabled Medicaid Waiver program
- Collaborate with a licensed social worker to assure client's needs are met in terms of home and community-based services
- Coordinate and monitor all home and community-based services to assure the client's plan of care is conducive to improving their quality of life and current situation
- Make referrals to Personal Care companies for client to receive adequate help in the home
- Serve as mediator between the client and Personal Care companies
- Provide client and family with updated information on resources to make sure their needs are met adequately
- Adhere to the most recent Medicaid policies and guidelines in assisting clients

2009- 2015

**Forrest County Health Department, Hattiesburg, MS
Family Planning Nurse III
Registered Nurse**

- Coordinated Family Planning Program in District 8 through education of nursing staff and others for the provision of health care services; education within the lay and medical community; audited client records to assure standards of care are met
- Coordinator of Colposcopy Clinic in District 8
- Organized own work-load for the completion of assignments, projected client needs and available resources
- Managed and communicated positively with clients, staff, and community
- Demonstrated cross-cultural sensitivity and understanding
- Identified and sought to solve problems and prevent or resolve conflict situations within the agency
- Participated effectively in meetings, seminars, and training sessions to assure that family planning information was accurate and updated
- Assisted in Rural Health Department with Family Planning Clinics

luckytorsk@aol.com

- Assisted with the undeserved population with the Women Infant Children Program (WIC)

2011 November- 2012 July

Instructor

NACES, Nurse Staffing

CNA Department

- Evaluated students on five (5) skills to perform (i.e. hand-washing, measurement and recording vital signs, urinary output, blood pressure)
- Instructed and evaluated students on:
 - Giving modified bed bath
 - Client feeding
 - Donning and removing PPE
 - Client dressing
 - Assisting client with bedpan use
 - Assisting client with ambulation techniques

2001-2009

Forrest County Health Department, Hattiesburg, MS

Staff Nurse

Registered Nurse II

- Involved in monitoring, identification and treatment of human response to actual or potential health problems
- Administered medication and medical treatment following standing nursing procedures
- Administered foreign travel immunizations and children vaccinations
- Maintained professional attitude and appearance related to all clients by adhering to the values of trust, respect, teamwork, communication, and commitment
- Involved in health teaching, health counseling, referring and providing care supportive to or restorative of life and well-being
- Program manager for the Hypertensive, CMP, and Cystic Fibrosis programs
- Teachings included: STD/HIV prevention, Women Health, Immunizations, Tuberculosis, and WIC
- As Charge nurse, supervised up to six-person staff: RNs, Medical Aides, and outreach worker
- Troubleshoot problems with patients or staff, analyzing needs, and generating referrals to appropriate resources

2000-2001

Forrest General Hospital (Pine Grove Recovery Center), Hattiesburg, MS

Staff Nurse/Charge Nurse

- Administered meds to psychological and substance abuse clients
- Performed medication lecture weekly
- Performed charge nurse duties and oversee other staff members to ensure excellent performance according to the facility protocol
- Supervised and monitored safety protocols for the patients as well as other staff members
- Nominated for the Nurse of the Year Award 2001

1996-1999

luckytorsk@aol.com

**Forrest General Hospital (Women Unit 9T) Urgent Care Center
Licensed Practical Nurse (LPN)
Staff Nurse**

- Administered medication to clients post-surgery
- Compiled rules and regulations within the LPN nursing role
- Performed assessments; provide intravenous therapy, and wound care
- Educated patients on procedures, healthy lifestyles-a holistic approach and preventative measures for maintaining best outcomes
- Collaborated daily with physicians and healthcare team to achieve optimum patient care
- Administered Drug Screening and D.O.T. physical

Education

University of Southern Mississippi
Hattiesburg, MS
Bachelor of Science in Nursing
December 2008

Pearl River Community College
Poplarville, MS
Associate of Science in Nursing
December 2008

Jones County Junior College
Ellisville, MS
Licensed Practical Nursing
July 1996

Interests

- Gardening
- Clipping coupons
- Baking

Affiliations

- Mississippi Public Health Association (MPHA)
- Public Health Association

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Tourism Commission

TERM OF OFFICE: 5 years PERIOD:

REPLACES: Shelia Varnado

TERM EXPIRED: OR RESIGNED: Letter attached

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

NAME OF PROPOSED APPOINTEE: Torsky Williams

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

ADDRESS: 420 Mobile Street

HOME PHONE NUMBER: WARD: 5

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: 2017-810

File ID: 2017-810

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 10/16/2017

Brief Title: Appointment of Fei Xue to the Hattiesburg Tourism Comm.

Final Action: 10/17/2017

Minute Book Number: MB2017-433

Title:

Ratify and confirm the Mayor's appointment of Fei Xue (W3) (Replaces Bob Patel) to the Hattiesburg Tourism Commission for a term 2/17/2015 to 2/16/2020) beginning October 17, 2017 and ending February 16, 2020.

Notes:

Agenda Date: 10/17/2017

Indexes:

Agenda Number:

Sponsors:

Enactment Date:

Attachments: Fei Xue-Resume, Xue Data Sheet

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 - Amendments to the Agenda	10/17/2017					
1	City Council	10/17/2017	Ratify and Confirm				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member Delgado to Ratify and confirm the Mayor's appointment of Fei Xue (W3) (Replaces Bob Patel) to the Hattiesburg Tourism Commission for a term 2/17/2015 to 2/16/2020) beginning October 17, 2017 and ending February 16, 2020.							
Mayor Barker apologized for the error and said that Dr. Xue will replace Kathy Price.							
Following 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 2017-810

Title

Ratify and confirm the Mayor's appointment of Fei Xue (W3) (Replaces Bob Patel) to the Hattiesburg Tourism Commission for a term 2/17/2015 to 2/16/2020) beginning October 17, 2017 and ending February 16, 2020.

Summary

Appointment of Fei Xue to Hattiesburg Tourism Commission.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

FEI XUE, Ph.D

Professor

School of Mass Communication and Journalism

The University of Southern Mississippi

Box 5121, Hattiesburg, MS 39406

Phone: (601) 266-5652

E-mail: fei.xue@usm.edu

EDUCATION

Ph.D in Mass Communication (2004), University of Alabama, Tuscaloosa, AL.

M. A. in Mass Communication (2000), B. A. in Journalism (1997), Huazhong University of Science & Technology, Wuhan, China.

TEACHING EXPERIENCES

2016 – Present Professor

School of Mass Communication and Journalism

University of Southern Mississippi, Hattiesburg, Mississippi

2014 – Present Advertising Sequence Head

School of Mass Communication and Journalism

University of Southern Mississippi, Hattiesburg, Mississippi

2010 – 2016 Associate Professor

School of Mass Communication and Journalism

University of Southern Mississippi, Hattiesburg, Mississippi

2013 – 2015 Associate Director

School of Mass Communication and Journalism

University of Southern Mississippi, Hattiesburg, Mississippi

2008 – 2013 Graduate Coordinator

School of Mass Communication and Journalism

University of Southern Mississippi, Hattiesburg, Mississippi

2009 – 2012 Advertising Sequence Head

School of Mass Communication and Journalism

University of Southern Mississippi, Hattiesburg, Mississippi

2004 – 2010 Assistant Professor

School of Mass Communication and Journalism

University of Southern Mississippi, Hattiesburg, Mississippi

PROFESSIONAL EXPERIENCES

- 2007 DDB Worldwide Communications New York Office
Visiting Professor Program with Advertising Educational Foundation (AEF)
- 1996-1997 Changjiang Daily, Wuhan, China
Business reporter (senior internship)
- 1995-1996 Wuhan Online, Wuhan, China
Web editor

PROFESSIONAL MEMBERSHIPS

American Academy of Advertising (AAA)
Association for Education in Journalism and Mass Communication (AEJMC)
Chinese Communication Association (CCA)
Southern States Communication Association (SSCA)

SCHOLARLY PUBLICATIONS

- Sang, Hui, **Fei Xue**, and Jinling Zhao (2017, submitted, 30% effort). "What happens when satisfied customers need variety? - Effects of purchase decision involvement and product category on Chinese consumers' brand-switching behavior," *Journal of International Consumer Marketing*. (Google Scholar Metrics H5-Index: 11)
- Xue, Fei** and Lijie Zhou (2017, under review, 70% effort). "Social Information in Facebook News Feed Ads: Effects of Personal Relevance and Brand Familiarity," *Journal of Interactive Marketing*. (SSCI Journal; Google Scholar Metrics H5-Index: 35)
- Zhou, Lijie and **Fei Xue** (2017, under review, 50% effort). "In-Feed Native Advertising on News Websites: Effects of Advertisement Format, Website Reputation, and Product Involvement on Internet Users' Reactions," *Journal of Interactive Marketing*. (SSCI Journal; Google Scholar Metrics H5-Index: 35)
- Zhou, Lijie and **Fei Xue** (2017, under review, 40% effort), "Effects of Color in Disaster Relief Advertising and the Mediating Effects of Cognitive Elaboration," *Journal of Nonprofit & Public Sector Marketing*. (SJR Index: 17)
- Chang, Chen-Wei and **Fei Xue** (2017, 30% effort), "Why Do People Continue Using Facebook: An Empirical Study from the Perspectives of Technology Adoption and Social Contract," *Global Media Journal*, 15(28), 67- 82. (Google Scholar Metrics H5-Index: 7)

- Muralidharan, Sidharth and **Fei Xue** (2016, 40% effort). "Influences of Interpersonal Factors on Millennials' Green Buying Behavior – A study of India and China," *Young Consumers*, 17(3), 226-242. (Google Scholar Metrics H5-Index: 12)
- Xue, Fei** (2015). "Message Strategies and Cultural Values in Viral Video Ads – A Cross-Cultural Study," *China Media Research*, 11(3), 42-53. (Google Scholar Metrics H5-Index: 8)
- Muralidharan, Sidharth, Fran Rejón, and **Fei Xue** (2015, 30% effort), "Understanding the Green Buying Behavior of Younger Millennials in India and the United States: A Structural Equation Modeling Approach," *Journal of International Consumer Marketing*, 28(1), 54-72. (Google Scholar Metrics H5-Index: 11)
- Xue, Fei** and Sidharth Muralidharan (2015, 70% effort), "A Green Picture is Worth A Thousand Words? Effects of Visual and Textual Environmental Appeals in Advertising and the Moderating Role of Product Involvement," *Journal of Promotion Management*, 21(1), 82-106. (Google Scholar Metrics H5-Index: 11)
- Xue, Fei** (2015). "Message Framing and Collectivistic Appeal in Green Advertising – A Study of Chinese Consumers," *Journal of International Consumer Marketing*, 27(2), 152-166. (Google Scholar Metrics H5-Index: 11)
- Muralidharan, Sidharth and **Fei Xue** (2014, 40% effort), "Influence of TV Endorser Types on the Advertising Attitudes and Purchase Intention Among Indian Rural Women: An Exploratory Study," *Asian Journal of Communication*, 25(2), 213-231. (SSCI Journal; Google Scholar Metrics H5-Index: 12)
- Xue, Fei** (2014). "It Looks Green – Effects of Green Visuals in Advertising on Chinese Consumers' Brand Perception," *Journal of International Consumer Marketing*, 26(1), 75-86. (Google Scholar Metrics H5-Index: 11)
- Xue, Fei** (2013). Exposure to Media Coverage of Obesity and Mississippi Residents' Health Behaviors. *International Journal of Communication and Health*, 1(1), 9-15. (Google Scholar Metrics H5-Index: 7)
- Xue, Fei** and Joseph E. Phelps (2013, 70% effort), "Self-Concept, Product Involvement and Responses to Self-Congruent Advertising," *Journal of Current Issues and Research in Advertising*, 34(2), 1-20. (Google Scholar Metrics H5-Index: n/a)
- From the journal website: 2014 Impact Factor: 1.242; Rankings: 65/115 in Business; 23/76 in Communication)*
- Xue, Fei** and Peiqin Zhou (2012, 80% effort), "Greener on the other side? – A comparative content analysis of environmental claims in magazine advertisements in China and the United States," *Journal of Magazine & New Media Research*, 13(2), 1-18. (Google

Scholar Metrics H5-Index: n/a; official journal of the Magazine Division of the Association for Education in Journalism and Mass Communication.)

- Xue, Fei** (2011), "Advertising Communication Styles in Eastern Asia," In Alozie Emmanuel (Eds), *Advertising in Developing and Emerging Countries: The Economic, Political and Social Context* (pp. 155-166), Gower Publishing.
- Xue, Fei** and Peiqin Zhou (2011, 80% effort), "The Effects of Product Involvement and Personal Variables on Chinese Consumers' Responses toward Online Word-of-Mouth," *Journal of International Consumer Marketing*, 23(1), 45-58. (Google Scholar Metrics H5-Index: 11)
- Zhou, Peiqin and **Fei Xue** (2010, 40% effort), "The 'Grey Zone' in Green Advertising – Environmental Claims in Chinese Advertising" ("绿色"广告的"灰色"地带——广告的环保诉求内容分析), *Journalism & Communication* (新闻与传播研究, Top-ranked communication journal in P. R. China; Google Scholar Metrics H5-Index: n/a), January (1), 100-108.
- Xue, Fei** and Marilyn Ellzey (2009, 80% effort). "What Do Couples Do? – A Content Analysis of Couple Images in Consumer Magazine Advertising," *Journal of Magazine and New Media Research*, 10(2), 1-17. (Google Scholar Metrics H5-Index: n/a; official journal of the Magazine Division of the Association for Education in Journalism and Mass Communication.)
- Xue, Fei** and Peiqin Zhou (2009, 70% effort). "Olympics Green Goes on? – A Content Analysis of Environmental Claims in Chinese and American Magazine Advertising," *Proceedings of the American Academy of Advertising Asia-Pacific Conference & International Symposium of Advertising Development and Education*, Beijing, China. (Google Scholar Metrics H5-Index: 6)
- Zhou, Shuhua, Peiqin Zhou, and **Fei Xue** (2008, 30% effort), "Effects of Advertising Images on Social Comparison: Do Societies Matter?" *Chinese Media Research*, 4(1), 1-7. (Google Scholar Metrics H5-Index: 8)
- Xue, Fei** (2008), "The Moderating Effects of Product Involvement on Situational Brand Choice," *Journal of Consumer Marketing*, 25 (2), 85-94. (Google Scholar Metrics H5-Index: 28; SSCI Journal at the time of publication)
- Xue, Fei** (2006), "Journalism and Society Go Hand-in-Hand," In Xin Zhong and Shuhua Zhou (Eds), *Continuity and Change: Perspectives on Journalism & Communication Education* (39-49, 91-101), Chinese Communication University Press.
- Xue, Fei** (2005), "Self-concept, Consumption Situation and Advertising Effectiveness (abstract)," *Proceedings of the American Academy of Advertising Conference*, Houston, TX. (Google Scholar Metrics H5-Index: 6)

Zhou, Shuhua; Peiqin Zhou, and **Fei Xue** (2005, 30% effort), "Visual Differences in U.S. and Chinese TV Commercials," *Journal of Advertising*, 34(1), 111-119. (Google Scholar Metrics H5-Index: 24; SSCI Journal)

Reichert, Tom; Ignatius Fosu, & **Fei Xue** (2004, 30% effort), "Explaining Responses to Sex in Advertising: Personality Variables and Sexy Commercials," In Peter Neijens, Constanze Hess, Bas van den Putte & Edith Smit (Eds), *Content, and Media Factors in Advertising* (pp. 91-99), Amsterdam, Netherlands: Het Spinhuis Publishers.

Xue, Fei and Joseph E. Phelps (2004, 80% effort), "Internet-Facilitated Consumer-to-Consumer Communication: The Moderating Role of Receiver Characteristics," *International Journal of Internet Marketing and Advertising*, 1, 121-136. (Google Scholar Metrics H5-Index: n/a; SCImago Journal Rank Index: 8)

McElroy, Melissa; Barry Smith, **Fei Xue** and Moonhee Yang (2003, 30% effort), "Medium, Involvement and Social Contract: A Study of Direct Marketing," *Proceedings of the American Academy of Advertising Conference*, Denver, CO, USA. (Google Scholar Metrics H5-Index: 6)

Zhou, Shuhua, **Fei Xue**, and Peiqin Zhou (2002, 30% effort), "Self-Esteem, Life-Satisfaction and Materialism: Effects of Advertising Images on Chinese College Students," *Advances in International Marketing*, 12, 243-261. (Google Scholar Metrics H5-Index: n/a; SCImago Journal Rank Index: 10)

REFEREED CONFERENCE PRESENTATIONS

Xue, Fei, Lijie Zhou (2017, August), *Social information in Facebook news feed ads: Effects of personal relevance and brand familiarity*. Advertising Division. Association for Education in Journalism and Mass Communication (AEJMC) conference, Chicago, IL.

Xue, Fei (2016, August), *Collectivism Appeal and Message Frames in Environmental Advertising – A Comparison between China and the U.S.* International Communication Division. Association for Education in Journalism and Mass Communication (AEJMC) conference, Minneapolis, MN.

Zhou, Lijie, **Xue, Fei** (2016, August), *In-Feed Native Advertising on News Websites: Effects of Advertisement Format, Website Reputation, and Product Involvement on Internet Users' Reactions*. Advertising Division. Association for Education in Journalism and Mass Communication (AEJMC) conference, Minneapolis, MN.

Zhou, Lijie, **Fei Xue** (2016, April), *Effects of Color in Disaster Relief Advertising and the Mediating Effects of Cognitive Elaboration*. Mass Communication Division. The Southern States Communication Association conference, Austin, TX.

- Xue, Fei** (2014, April). Respondent. *Competitive Papers in Mass Communication*. Mass Communication Division. The Southern States Communication Association conference, New Orleans, LA.
- Xue, Fei** (2013, August), *Cultural Values in Viral Video Advertisements in China and the U.S.* International Communication Division. Association for Education in Journalism and Mass Communication (AEJMC) conference, Washington, D.C.
- Xue, Fei** (2013, April), *Cross-Cultural Analysis of Viral Ads*. Mass Communication Division. The Southern States Communication Association conference, Louisville, KY.
- Xue, Fei** and James Coll (2013, April), *Exposure to Media Coverage of Obesity and Mississippi Residents' Health Behaviors*. Mass Communication Division. The Southern States Communication Association conference, Louisville, KY.
- Xue, Fei** and Sidharth Muralidharan (2013, April), *Effects of Verbal Environmental Claims and Green Visuals in Advertising and the Moderating Role of Product Involvement*. Mass Communication Division. The Southern States Communication Association conference, Louisville, KY.
- Muralidharan, Sidharth and **Fei Xue** (2013, April), *Examining the Impact of Celebrity Endorser Type on the Advertising Attitudes and Purchase Intentions*. American Academy of Advertising conference, Albuquerque, New Mexico.
- Xue, Fei** (2012, August). *Green Sells – Effects of Green Visuals in Advertising on Chinese Consumers' Brand Perception*. International Communication Division. Association for Education in Journalism and Mass Communication (AEJMC) conference, Chicago, IL.
- Xue, Fei** (2012, April). Panelist. *The Race to the Top: How Mass Media Is Shaping the 2012 Presidential Election*. Mass Communication Division. The Southern States Communication Association conference, San Antonio, TX.
- Xue, Fei** (2012, April). Panelist. *Nurturing success in graduate school students: Lessons learned*. Instruction Development Division. The Southern States Communication Association conference, San Antonio, TX.
- Xue, Fei** (2012, March). Panelist. *Efforts to Diversify Universities and Their Communication Programs*. Discerning Diverse Voices: Communication & Information Symposium on Diversity, Tuscaloosa, AL.
- Xue, Fei** and Peiqin Zhou (2011, March). *Greener on the other side? – A comparative content analysis of environmental claims in magazine advertisements in China and the U.S.*, Paper accepted to present at the Southern States Communication Association conference, Little Rock, AR.

- Xue, Fei**, James Coll and Terri Sasser (2010, April). *It is a southern thing?- A comparative content analysis of media coverage of obesity in national and Mississippi newspapers*. Paper presented at the Mass Communication Division of Southern State Communication Association conference, Memphis, TN.
- Xue, Fei** (2010, April). *Love is in the Ads – A content analysis of portrayals of male-female couples in magazine ads*. Top Research Paper Award, Gender Studies Division of Southern State Communication Association conference, Memphis, TN.
- Xue, Fei** and Peiqin Zhou (2009, May). *Olympics green goes on? – A content analysis of environmental claims in Chinese and American magazine advertising*, Paper presented at the American Academy of Advertising Asia-Pacific Conference & International Symposium of Advertising Development and Education, Beijing, China.
- Xue, Fei** (2009, February). Moderator, American Journalism Historians Association Southeast symposium, Panama City, FL.
- Xue, Fei** and Marilyn Ellzey (2008, March). *A comparative content analysis of couple images in magazine advertising*. Paper presented at the Open Division of Southeast Colloquium of Association for Education in Journalism and Mass Communication conference, Auburn, AL.
- Xue, Fei** (2008, February). Moderating panel on “The Academic Job Search: Insights and Advice,” American Journalism Historians Association Southeast symposium, Panama City, FL.
- Xue, Fei** and Marilyn Ellzey (2007, August). *What do couples do? – A content analysis of couple images in magazine advertising*. Paper presented to the Magazine Division of Association for Education in Journalism and Mass Communication conference, Washington D.C.
- Xue, Fei** (2007, March). Moderating panel on “Katrina and media research: Scholarship on America's worst modern natural disaster 18 months later Member,” AEJMC Southeast colloquium, New Orleans, LA.
- Xue, Fei** (2007, March). *Self, situation and involvement: The impact of advertising image on consumer decision-making*. Paper presented to the Open Division of Southeast Colloquium of Association for Education in Journalism and Mass Communication conference, New Orleans, LA.
- Xue, Fei**, Tom Reichert, and Ignatius Fosu (2006, August). *Gender, humor and sexual advertising*. Paper presented to the Advertising Division of Association for Education in Journalism and Mass Communication conference, San Francisco, CA.

- Mouzai, Farid and **Fei Xue** (2006, March). *Communicating culture: Reflections on cultural values in Algerian TV commercials*. Paper presented to the Southeast Colloquium of Association for Education in Journalism & Mass Communication, Tuscaloosa, AL.
- Reichert, Tom, **Fei Xue** & Ignatius Fosu (2005, May), *Sexual self-schema and female responses to sexually oriented in advertising*. Paper presented at the Mass Communication Division of International Communication Association conference, New York, NY.
- Xue, Fei** (2005, March), *Self-concept, consumption situation and advertising effectiveness*. Paper presented at American Academy of Advertising conference, Houston, TX.
- Reichert, Tom, Ignatius Fosu, and **Fei Xue** (2004, May), *Personality and gender: Keys to understanding responses to sex in advertising*. Paper presented at the Mass Communication Division of International Communication Association conference, New Orleans, LA.
- Reichert, Tom, Ignatius Fosu, and **Fei Xue** (2003, June), *Explaining responses to sex in advertising: Personality variables and sexy commercials*. Paper presented at the International Conference of Research in Advertising, Amsterdam, Netherlands.
- Xue, Fei**, Peiqin Zhou, and Shuhua Zhou (2003, May), *Effects of ideal body images – Translatable across gender and culture?* Paper presented at the Intercultural Communication Division of International Communication Association conference, San Diego, CA.
- Zhou, Shuhua; Peiqin Zhou, and **Fei Xue** (2003, May), *Visual strategies in U.S. and Chinese TV ads*. Paper presented at the Visual Communication Division of International Communication Association conference, San Diego, CA.
- McElroy, Melissa, Barry Smith, **Fei Xue**, and Moonhee Yang (2003, March), *Medium, involvement and social contract: A study of direct marketing*. Paper presented at the American Academy of Advertising, Denver, CO.
- Zhou, Shuhua, **Fei Xue**, and Peiqin Zhou (2002, November), *Self-esteem, life-satisfaction and materialism: Effects of advertising image on Chinese college students*. Paper presented at the National Communication Association conference, New Orleans, LA.
- Zhou, Shuhua, Peiqin Zhou, and **Fei Xue** (2002, August), *Effects of advertising images on social comparison: Do societies matter?* Paper presented at the Advertising Division of Association for Education in Journalism & Mass Communication, Miami Beach, FL.

GRANTS/AWARDS

2017 – 2018 Teacher of the Year Award, College of Arts and Letters, USM.

- 2017 – 2018 Aubrey Keith Lucas and Ella Ginn Lucas Endowment for Faculty Excellence award, the University of Southern Mississippi. \$4,435.40.
- 2015 Recipient, Summer Grants for Improvement of Instruction (SGII): *Teaching outside the 'Burg – Offering Mass Communication and Journalism Courses in Larger Markets*.
- 2012 Finalist, Senior Faculty Teaching Award, College of Arts and Letters, USM.
- 2011 Research team member, “*Product Involvement & Brand Switching: The Mediating and Moderating Effects*,” National Natural Science Foundation of China (in collaboration with Dr. Hui Sang at Shanghai Institute of Foreign Trade). ¥160,000.
- 2011 The College of Arts and Letters Scholarly & Creative Research Grant. \$2,150.
- 2011 Faculty mentor and program coordinator, UTab Pilot Program, Honors College, University of Southern Mississippi. \$500.
- 2010 Top Research Paper, Gender Studies Division, Southern States Communication Association conference, Memphis, TN.
- 2009 – 2010 Marquis Who’s Who in America (2010 Edition).
- 2008 – 2009 LEC Instructional Mini Grant, the University of Southern Mississippi. \$500.
- 2008 – 2009 Aubrey Keith Lucas and Ella Ginn Lucas Endowment for Faculty Excellence award, the University of Southern Mississippi. \$4,193.
- 2007 – 2008 Quality Enhancement Plan (QEP) seminar fellowship, the University of Southern Mississippi. \$1,500.
- 2007 – 2008 Podcasting Pilot project Grant, the University of Southern Mississippi. \$2,000.
- 2007 Visiting Professor Program Grant at the Advertising Educational Foundation, New York, NY.
- 2006 – 2007 Technology Faculty Mentor Program Grant, the University of Southern Mississippi, \$2,500.
- 2002 International Research Grant, Capstone International, Graduate School, University of Alabama, \$500.

TEACHING

Courses Taught

Undergraduate Courses	MCJ 101 Survey of Mass Communication
	MCJ 210 Introduction to Social Media
	MCJ 329 Introduction to Advertising
	MCJ 333 Advertising Media
	MCJ 407 Theories of Mass Communication
	MCJ 431 Advertising Campaign
	MCJ 433 Cases and Problems in Advertising
	MCJ 451 Digital Culture and Communication
	MCJ 482 Seminar in Advertising
	HON 300 Research Forum
	HON 301 Prospectus Writing

Graduate Courses	MC 607 Mass Communication Theories
	MC 720 Introduction to Graduate Research
	MC 721 Content Analysis
	MC 722 Research Methods
	MC 772 Advertising Research
	MC 773 Seminar in Advertising
	MC 774 International Advertising
	MC 775 Psychology of Advertising
	MC 809 Seminar in Communication

Dissertations/Theses Chaired

2017	Dissertation Chair, " <i>Effects of Visual Communication Strategies, Brand Familiarity, and Personal Relevance on Instagram Users' Responses to Brand Content</i> ," Lijie Zhou.
2016	Dissertation Chair, " <i>Perception as Reality: Male Images in Magazine Advertising</i> ," Dana Coleman.
2016	Dissertation Chair, " <i>Examining Users' Continued Intention Toward Facebook Use – An Integrated Model</i> ," Chen-Wei Chang.
2015	Master Thesis Adviser, " <i>Are People Reading Local News? – A Content Analysis of Popular News Stories on Nine Newspaper Websites</i> ," Peter Chen. Selected to represent USM in 2016 CSGS Master's Thesis Award in the category social sciences, business, and education.
2015	Honors Thesis Adviser, " <i>Black and White Advertising in Fashion Magazines</i> ," Lauren NeCaise.
2014	Honors Thesis Adviser, " <i>Precious Lord, Take My Brand: Consumer Analysis of Branding Effectiveness of First Hattiesburg</i> ," Kelsey Walsh.
2013	Dissertation Chair, " <i>Ecological Psychology and Media Consumption Among Young Adults: A New Framework</i> " Alice Ferguson.
2013	Dissertation Chair, " <i>Tweet, Tweet, and Repeat: How College Students and Social Media Bring You the News</i> ," Judith Roberts.
2012	Dissertation Chair, " <i>The Impact of National and Regional Celebrity Endorsers on the Attitudes and Purchase Intention of Indian Rural Women</i> ," Sidharth Muralidharan. Published in <i>Asian Journal of Communication</i> , 2014.
2012	Master Thesis Adviser, " <i>Friend Zone With Benefits: The Parasocial Advertising of Kim Kardashian</i> ," Jennifer Lueck. Published in the <i>Journal of Marketing Communications</i> in October 2012.
2012	Honors Thesis Adviser, " <i>The Effectiveness of EcoEagle Campaign at the University of Southern Mississippi</i> ," Zachary Knight. Second place in Community Service category at the 2012 USM Undergraduate Research Conference.
2011	Master Thesis Adviser, " <i>The Viral Fingerprint: A Content Analysis of popular viral advertisements</i> ," Thomas Broadus. Presented at the 2012 Southern States Communication Association conference in San Antonio, TX.

- 2011 Dissertation Chair, "*Outsiders Within? – A Framing Analysis of 12 U.S. Newspapers' Coverage of the Civil Rights Movement from 1954-1964*," Yolanda Campbell.
- 2010 Dissertation Chair, "*Links of Connectedness: A Comparative Content Analysis and Industry Survey of Community Newspaper Web Sites' Interactive Options*," Allin Means.
- 2010 Honors Thesis Adviser, "*Female Empowerment Conveyed by Advertisements in Cosmopolitan: A Look at Sexual Objectification and Body Image*," Yvett Barr.
- 2009 Dissertation Chair, "*A Source-Message-Receiver Examination of Integrated Marketing Communication in U.S. Institutional Advancement: Effects of Organizational Complexity and Practitioner Engagement*," Sharee Broussard. Outstanding Doctoral Dissertation winner for the 2010 CASE Alice L. Beeman Award for Outstanding Research in Communications and Marketing for Educational Advancement.
- 2009 Dissertation Chair, "*Networked Individualism: An Investigation of the Impact of Information and Communication Technologies on the Size and Strength of Social Network in Kuwait*," Bashaiar Al-Sanaa.

(Work in Progress)

- 2017 Dissertation Chair, "*How Arkansas Legislators Use Twitter for Personal and Professional Goals*," David Keith.
- 2017 Dissertation Chair, "*Gender Stereotypes in Video Games*," Feng Li
- 2017 Dissertation Chair, "*Programmatic Advertising in Radio Industry*," Justin Martin.
- 2017 Dissertation Chair, "*Public Relations Education: An Evaluative Review of Mississippi Practitioners Satisfaction Levels*," Gail Brown.
- 2017 Master's Thesis Chair, "*A Meat Paradox: Advertisement's Role In Society's Disassociation Of Meat And Animals*," Karyn Lewis.

Teaching Development

- 2017 Participant, Canvas workshop, University of Southern Mississippi.
- 2016 Participant, Digital DIY workshop with The Focus Group.
- 2015 Participant, Office of Research Integrity workshop on IRB issues related to Internet research, University of Southern Mississippi
- 2015 Panelist (*Considering Social Media*), Teaching Forum, University of Southern Mississippi.
- 2013 Participant, Teaching Forum, University of Southern Mississippi.
- 2012 Participant, Digital Media workshop, Master, West & Baker, Jackson, MS.
- 2012 Participant, Blackboard Collaborate Pilot Program, University of Southern Mississippi.
- 2012 Participant, Blackboard Symposium, University of Southern Mississippi.
- 2012 Participant, LEC workshops (Blackboard Pronto, Blackboard Collaborate), University of Southern Mississippi.

- 2012 Participant. Developing Social Media Strategy seminar, Advertising Educational Foundation.
- 2012 Coordinator, AAF agency tour, Godwin Group, Jackson, MS.
- 2011 Faculty mentor and program coordinator, UTab Pilot Program, Honors College, University of Southern Mississippi.
- 2010 Participant, LEC workshops (SOAR, Blackboard 9.1, computer exchange), University of Southern Mississippi.
- 2010 Instructor. Osher Lifelong Learning Institute, University of Southern Mississippi.
- 2009 Participant, American Academy of Advertising Asia-Pacific Conference and International Symposium of Advertising Development and Education, Beijing, China.
- 2009 Recipient, LEC Instructional Mini Grant ("Broadcast yourself in classroom" project), the University of Southern Mississippi,
- 2008 Coordinator, AEF agency tour, Peter A. Mayer Advertising, New Orleans, LA.
- 2008 Participant, Quality Enhancement Plan (QEP) seminar, University of Southern Mississippi.
- 2007 Proposal to modify MCJ 451 course title and description to "*Digital Culture and Communication*" to make it more relevant to current industry situation.
- 2007 Participant, Podcasting Pilot project, University of Southern Mississippi.
- 2007 Participant, Visiting Professor Program at DDB New York, sponsored by Advertising Educational Foundation.
- 2007 Campus coordinator, AEF "Inside Advertising Speaker Program," Butler Burdine, Peter A. Mayer Advertising, University of Southern Mississippi.
- 2006 Participant, Technology Faculty Mentor Program, University of Southern Mississippi.
- 2006 Attendee, Learning Enhancement Center workshops (Dreamweaver, Photoshop, WebCT), University of Southern Mississippi.
- 2006 Campus coordinator, AEF "Inside Advertising Speaker Program," Tim Mask and Randy Lynn, Maris, West & Baker (MWB) Agency, University of Southern Mississippi.
- 2005 Attendee, Learning Enhancement Center workshops (Excel, PowerPoint, Dreamweaver), University of Southern Mississippi.

SERVICES

University Services

- 2012 – Volunteer Advisory Board Member, University Communications Office.
- 2016 Faculty Taskforce on Core Courses, College of Arts and Letters.
- 2016 Representative of CoAL on the selection committee for the Summer Grants for the Improvement of Instruction.
- 2015 Panelist, Soros Fellowship mock interview. Honors College.
- 2014 Participant, Discover Your Major Day.
- 2014 Participant, Black and Gold Day.
- 2013 – 2014 Member, Graduate School Appeal Committee.

2013 Participant, House Calls, Department of Residence Life.
 2012 – 2013 Chair, Graduate Council.
 2012 – 2013 Member, Campus Advisory Search Committee, University of Southern Mississippi President search.
 2012 – 2013 Member, Teaching Evaluation Committee.
 2012 – 2013 Member, eLearning Steering Committee.
 2012 – 2013 Member, RCR Ad Hoc Committee.
 2012 – 2013 Confucius Institute planning committee.
 2011 – 2012 Member, University Assessment Committee.
 2011 – 2012 Vice Chair-Elect, Graduate Council.
 2011 Participant, House Calls, Department of Residence Life.
 2011 Faculty Advisor, University of Southern Mississippi football recruiting visits.
 2010 – 2011 Member, Graduate Council.
 2009 – 2012 Member, Internationalization Council.
 2009 – 2013 Member, Directors of Graduate Studies Committee.
 2010 Participant, Black and Gold Day.
 2010 Participant, Honors Day.
 2010 Member, Online Proposal and Course Integrity Committee.
 2010 Instructor. Osher Lifelong Learning Institute.
 2009 – 2010 Participant, the House Calls, Department of Residence Life.
 2009 Participant, Black and Gold Day.
 2009 Participant, Honors Day.
 2008 – 2009 Secretary, the Phi Kappa Phi honors society.
 2008 – 2009 Member, the Board of Publications.
 2008 – 2009 Interviewer, President Scholarship Competition.
 2007 – 2008 Interviewer, President Scholarship Competition.
 2007 – 2008 Faculty Advisor, University of Southern Mississippi football recruiting visits.
 2006 – 2007 Faculty Advisor, University of Southern Mississippi football recruiting visits.
 2006 – 2007 Instructor, Freshmen Experience at Southern Miss.
 2005 – 2006 Floor Marshall, Spring Commencement.
 2004 – 2005 Member, College Curriculum Committee, College of Arts and Letters.

Departmental Services

2013 – Board member, Friends of Southern Miss Student Media Center.
 2006 – Member, Diversity Committee.
 2006 – Member, Hall of Fame Committee.
 2006 – Member, Scholarship Committee.
 2004 – Faculty Advisor, American Advertising Federation (AAF) USM chapter.
 2016 – Personnel Committee, School of Mass Communication and Journalism.
 2016 – 2017 Promotion Committee, School of Mass Communication and Journalism.
 2016 – 2017 Search Committee Chair (Media Production). School of Mass Communication and Journalism.
 2015 – 2016 Search Committee Chair (Advertising). School of Mass Communication and Journalism.

2013 – 2015 Associate Director. School of Mass Communication and Journalism.
 2015 Participant. International High School Counselor Visit. University of Southern Mississippi.
 2015 Recruiter. Career Days. Jones County Junior College, MS.
 2014 Participant. Black and Gold Day.
 2014 Participant. Discover Your Major Day. USM.
 2014 Coordinator. MSPA workshop on social media. USM.
 2013 – 2014 Search Committee Chair (Recording Industry Production, Media Production). School of Mass Communication and Journalism.
 2008 – 2013 Graduate Coordinator. School of Mass Communication and Journalism.
 2013 AEJMC Graduate Student Information Expo, Washington, D.C.
 2013 SSCA Minority Recruitment and Retention Award.
 2012 – 2013 Assessment Plans for the School of Mass Communication and Journalism graduate programs (merited commendations).
 2012 – 2013 Search Committee member.
 2011 – 2012 Department Personnel Committee.
 2011 – 2012 Coordinator, faculty exchange with Communication University of China.
 2010 – 2012 Coordinator, exchange program with Linyi University, China.
 2009 – 2010 Chair, Search Committee.
 2009 Coordinator, Mass Communication & Journalism Symposium, *Subverting the Dominant Paradigm: Celebrating the Legacy of Arthur J. Kaul*.
 2008 – 2009 Member, New Faculty Search Committee.
 2007 – 2013 Host, Graduate Research Forum.
 2007 – 2008 Member, New Faculty Search Committee.
 2007 – 2009 Member, Digital Media Production Course committee.

Other Services

2017 Reviewer. Journal of Retailing and Consumer Services.
 2017 Reviewer. Association for Education in Journalism and Mass Communication conference.
 2017 Reviewer. American Academy of Advertising Asia-Pacific conference.
 2016 Reviewer. Asian Journal of Communication.
 2016 Reviewer. Social Media + Society.
 2016 Reviewer. American Academy of Advertising conference.
 2016 Reviewer. International Communication Association conference (CCA panel).
 2016 Reviewer. Promotion Dossier. Dr. Chan Yoo, University of Kentucky.
 2015 Reviewer. Southern States Communication Association conference.
 2015 Reviewer. Journal of International Consumer Marketing.
 2015 Reviewer. Chinese Communication Association.
 2015 Reviewer. Asian Journal of Communication.
 2015 Reviewer. American Academy of Advertising conference.
 2014 Reviewer. Asian Journal of Communication.
 2014 Reviewer. American Academy of Advertising conference.
 2014 Reviewer. Southern States Communication Association conference.
 2014 Reviewer. International Communication Association conference.

2014 Reviewer. Journal of International Consumer Marketing.
 2014 Reviewer. Journal of The International Journal of Communication and Health.
 2013 Reviewer. American Academy of Advertising conference.
 2013 Reviewer. Asian Journal of Communication.
 2013 Faculty judge. Mississippi Honors Conference, Starkville, MS.
 2013 Speaker. Social Media Workshop. National Academic Advisors Association (NACADA) Region 4 conference, Biloxi, MS.
 2013 Reviewer. Asian Journal of Communication.
 2012 Reviewer. International Communication Association conference.
 2012 Reviewer. American Academy of Advertising conference.
 2012 Reviewer. Journal of Computer-Mediated Communication.
 2011 Search Committee Member. University Communications Office, University of Southern Mississippi.
 2010 Reviewer. Asian Journal of Communication.
 2010 Reviewer. 《广告学报》 (Advertising Journal), Xiamen University, China.
 2009 Reviewer. Asian Journal of Communication.
 2008 Reviewer, Advertising Division student paper competition, Association for Educators in Journalism and Mass Communication (AEJMC) conference.
 2008 Judge, Episcopal Communicators Newsletter Contest, Advertising and Marketing category and Public Relations Category.
 2008 Reviewer. Asian Journal of Communication.
 2007 – 2008 Member, Industrial Relations Committee, American Academy of Advertising.
 2007 Reviewer, Psychology & Marketing.
 2007 Reviewer, Advertising Division, Association for Educators in Journalism and Mass Communication (AEJMC) conference.
 2006 Judge, Southeast Journalism Conference Student Competition, Newspaper Advertising Category.
 2006 Reviewer, American Academy of Advertising (AAA) Asia Pacific Conference.
 2006 Reviewer, Advertising Division, Association for Educators in Journalism and Mass Communication (AEJMC) conference.

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Tourism Commission

TERM OF OFFICE: 5 years PERIOD:

REPLACES: Bob Patel

TERM EXPIRED: OR RESIGNED: Letter attached

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

NAME OF PROPOSED APPOINTEE: Fei Xue

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

ADDRESS: 3010 Mesa Drive HOME

PHONE NUMBER: WARD: 3

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: 2017-816

File ID: 2017-816

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 10/17/2017

Brief Title: Appointment of Adriene Hicks Garanich to the
Hattiesburg Tourism Commission.

Final Action: 10/17/2017

Minute Book Number: MB2017-433

Title:

Ratify and confirm the Mayor's appointment of Adrienne Hicks Garanich(W4), to the Hattiesburg Tourism Commission, for a five-year term beginning 10-17-2017 and ending 10-16-2022.

Notes:

Agenda Date: 10/17/2017

Indexes:

Agenda Number:

Sponsors:

Enactment Date:

Attachments: Garanich Data Sheet (2), Garanich Resume

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 - Amendments to the Agenda	10/17/2017					
1	City Council	10/17/2017	Ratify and Confirm				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member Delgado to Ratify and confirm the Mayor's appointment of Adrienne Hicks Garanich(W4), to the Hattiesburg Tourism Commission, for a five-year term beginning 10-17-2017 and ending 10-16-2022.							
Mayor Barker stated that Ms. Garanich will replace Bob Patel.							
Following 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 2017-816

Title

Ratify and confirm the Mayor's appointment of Adrienne Hicks Garanich(W4), to the Hattiesburg Tourism Commission, for a five-year term beginning 10-17-2017 and ending 10-16-2022.

Summary

Appointment of Adrienne Hicks Garanich to Hattiesburg Tourism Commission.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Tourism Commission

TERM OF OFFICE: 5 years PERIOD:

REPLACES: Catherine Price

TERM EXPIRED: OR RESIGNED: Letter attached

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

NAME OF PROPOSED APPOINTEE: Adrienne Hicks Garanich

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

ADDRESS: 115 Short Bay Street

HOME PHONE NUMBER: WARD: 4

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:

ADRIENNE HICKS GARANICH

115 Short Bay Street

Hattiesburg, MS 39401

Phone: 601.543.8028

Email: info@bloomsagardenshop.com

PROFILE

An amazing journey of 15+ years of advertising, marketing and business experience, coupled with several years in an international academic setting. A highly self-motivated, dedicated and enthusiastic professional always seeking to learn something new. An effective leader and team player with excellent relationship building success, complimented by a strong advertising and marketing background, as well as extensive international professional experience.

WORK EXPERIENCE

September 2016-Present

Celebrations Party & Event Rental, Hattiesburg, MS

www.celebrationsms.com

Co-Owner

September 2015-Present

The Bay Bed & Breakfast, Hattiesburg, MS

www.thebaybedandbreakfast.com

Co-Owner

September 2011-Present

Blooms A Garden Shop, Hattiesburg, MS

www.bloomsagardenshop.com

Co-Owner & Day-to-Day Operations

September 2010-November 2011

RARE Design, Hattiesburg, MS

www.raredesign.com

Account Director

- Responsible for supervision & management of all agency's accounts, 20-30 active with a solid mix of local, regional, national
- Supervise entire staff – internal & freelance partners
- Build relationships with top clients & work to grow the client base
- Develop client marketing, advertising and creative strategies
- Act as client appendage for their marketing/advertising needs
- Develop & manage financial projections for accounts/Budget planning & short-term/long-term projection
- Write creative briefs, business plans, advertising & marketing plans
- Manage media planning as well as placement of all forms of media
- Determine, create & maintain all project timelines to achieve objectives
- Manage all event planning and promotions

March 2010-August 2010	University of Southern Mississippi, Hattiesburg, MS International Programs Manager
May 2008 – March 2010	SMG (Service Management Group), Hattiesburg, MS www.servicemg.com Account & Sales Manager
May 2005 – May 2008 RARE	RARE Design, Hattiesburg, MS, Account Manager/Supervisor
September 2003 – January 2005	Ecole Superieure du Commerce Extérieur, Paris, France Program Coordinator & Recruiter, International Department
September 2000 – August 2002	RARE Design, Hattiesburg, MS Account Coordinator
May 1998 – September 2000	Cliff Brown Advertising, Hattiesburg, MS Office Manager & Assistant Account Coordinator

EDUCATION

1999 – 2003	The University of Southern Mississippi, Hattiesburg, MS Bachelor of Science Business Administration, Marketing emphasis Bachelor of Arts & Letters, French emphasis
2002 – 2003	Ecole Superieure du Commerce Extérieur, Paris, France International Business Exchange Program, USM-ESCE
June – August 2002	Ecole Fance Langue, Nice, France Intensive language courses in preparation for ESCE
July – August 2001	King's College, London, England British Studies Business Program, USM – King's College



City of Hattiesburg, MS

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Master

File Number: 2017-817

File ID: 2017-817

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 10/17/2017

Brief Title: Acknowledging receipt of the HUD monitoring report.

Final Action: 10/17/2017

Minute Book Number: MB2017-433-434

Title:

Acknowledge receipt of the U.S. Department of Housing & Urban Development report of monitoring of the City of Hattiesburg's CDBG and Home programs, conducted on-site August 29-31, 2017.

Notes:

Agenda Date: 10/17/2017

Indexes:

Agenda Number:

Sponsors:

Enactment Date:

Attachments: HUD- Report

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 - Amendments to the Agenda	10/17/2017					
1	City Council	10/17/2017	Acknowledge				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to Acknowledge receipt of the U.S. Department of Housing & Urban Development report of monitoring of the City of Hattiesburg's CDBG and Home programs, conducted on-site August 29-31, 2017.							
Council member George asked for more information about the city's responses to findings 1-5 and asked to hear more in the future about corrective actions. Mr. Ellard and Ms. Jones responded to his question and said further updates will be forthcoming.							
Following 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 2017-817

Title

Acknowledge receipt of the U.S. Department of Housing & Urban Development report of monitoring of the City of Hattiesburg's CDBG and Home programs, conducted on-site August 29-31, 2017.

Summary

Acknowledge receipt of the Hud monitoring report.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**U.S. Department of Housing & Urban Development
Jackson, MS CPD Field Office**



**Monitoring Report
*Community Development Block Grant HOME
Investment Partnerships***

City of Hattiesburg, MS

***Limited Monitoring Review
Overall Grant Management
Financial Management***

August 29-31, 2017

OVERVIEW

Monitoring is the principal means by which HUD ensures that programs and technical areas are carried out efficiently, effectively, and that the programs comply with applicable laws and regulations. It assists grantees in improving their performance, developing or increasing capacity and augmenting their management and technical skills. Also, it provides a method for staying abreast of the efficacy of CPD-administered programs and technical areas within the communities HUD programs serve. Monitoring is not limited to a one-time review but is meant to be an ongoing process that assesses the quality of a grantee's performance over a period of time involving continuous communication and evaluation. In determining which grantees will be monitored, the Department uses a risk-based approach to rate grantees, programs and functions, including assessing the Department's exposure to fraud, waste and mismanagement. This process not only assists the Department in determining which grantees to monitor, but also identifies which programs and functions will be reviewed. Areas reviewed may result in the identification of findings, concerns or exemplary practices.

Specifics relating to this review are as follows:

Date(s) Monitoring Conducted:	August 29-31, 2017
Type of Monitoring:	On-site
HUD Reviewer(s):	Donnetta McAdoo, CPD Director Cassandra Davis, Financial Analyst
Grantee Staff and Other Participants:	Andrew Ellard, Director, Urban Development Clarence P. Williams, Division Manager, Community Development, Urban Development Kevin Jordan, Housing Coordinator, Community Development, Urban Development Lisa Hanson, Comptroller, Accounting Division Dawn Burns, Grant Accountant, Accounting Division
Entrance Conference:	
Date	August, 29, 2017
Representatives	Donnetta McAdoo, CPD Director Cassandra Davis, Financial Analyst
	Andrew Ellard, Director, Urban Development Clarence P. Williams, Division Manager, Community Development, Urban Development
Exit Conference:	
Date	August 31, 2017
Representatives	Donnetta McAdoo, CPD Director

Cassandra Davis, Financial Analyst

Mayor Toby Barker

Andrew Ellard, Director, Urban Development

Clarence P. Williams, Division Manager, Community
Development, Urban Development

SUMMARY OF RESULTS AND CONCLUSIONS

This report details the results of the monitoring review and the required corrective actions. A Finding is identified as a deficiency in program performance based on a statutory, regulatory or program requirement for which sanctions or other corrective actions are authorized. A Concern is a deficiency in program performance that is not based on a statutory, regulatory or other program requirement but is brought to the grantee's attention. Required corrective actions are identified for all Findings. Recommended actions are identified for Concerns. Findings must be responded to within thirty (30) days of this report. Although you are not required to respond to a Concern, a response to any actions you are taking would be appreciated. An exemplary practice is a noteworthy practice or activity being carried out by the grantee and may possibly be duplicated by another grantee.

The following areas were reviewed:

1. Overall Management – HOME
2. Financial Management - CDBG

Exhibits were used to guide the review from the *Community Planning and Development Monitoring Handbook 6509.2*; they are available at:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/handbooks/cpd/6509.2.

Your HUD representative, Donnetta McAdoo, CPD Director, is available to discuss the results of this monitoring report or provide technical assistance, if requested, and can be reached at: 601-608-1796. If you disagree with any of HUD's determinations or conclusions in this monitoring report, please address these issues in writing to this Department within thirty (30) days of this report. Your written communication should explain your reasons why you disagree along with supporting evidence and documentation. All communication should be sent to the Department of Housing and Urban Development, Jackson, MS CPD Field Office, Community Planning and Development Division, 100 West Capitol Street, Suite 930, Jackson, MS 39269.

SCOPE OF REVIEW

The City of Hattiesburg receives annual allocations of Community Development Block Grant (CDBG) and HOME Investment Partnerships funds from the Department of HUD. These

formula funds are housed in the City's Urban Development Division and are managed on a day-to-day basis by City's Office of Community Development. The unit in which HUD's formula funds are housed has undergone significant restructuring since the July 2017 inauguration of Mayor Toby Barker. Although there has been significant change in the organizational structure, as well as division leadership, much of the staff overseeing the day-to-day operations of the CDBG and HOME funds remain in place.

HOME Investment Partnerships

Overall Management

The purpose of this review was to examine various aspects of the City's administration of HUD's HOME funds. This Exhibit is designed to assess the overall administration of the PJ's HOME Program. It is divided into nine sections: Overall Management; Program Progress, Reporting and Oversight; Written Agreements; HOME Subsidy; HOME Affordability Requirements; Property Standards; Other Requirements; Recordkeeping; and Financial Management and Audit.

Based on this monitoring review, it was determined that there are several areas in which the City should review its processes and procedures to ensure: (1) required compliance actions are implemented and (2) compliance can be determined based upon documentation retained in beneficiary and program files. As a result, there are nine (9) Findings and two (2) Concerns.

Finding No. 1

Condition: A random sampling of beneficiary agreements was reviewed. To determine if homebuyer agreements were executed prior to the projects having been set-up in IDIS, the dates of grant execution were compared to the dates the projects were set-up in IDIS. As a result of this comparative process, it was determined that several projects were setup in IDIS prior to the execution of written agreements.

Criteria: 24 CFR 92.502 (b) *Project set-up*. After the participating jurisdiction executes the HOME Investment Partnership Agreement, submits the applicable banking and security documents, complies with the environmental requirements under 24 CFR part 58 for release of funds and commits funds to a specific local project, the participating jurisdiction may identify (set up) specific investments in the disbursement and information system.

According to 92.2 (1), commitment occurs when, "...1) The participating jurisdiction has executed a legally binding written agreement (that includes the date of the signature of each person signing the agreement) that meets the minimum requirements for a written agreement in §92.504(c)."

Cause: The City failed to develop policies and failed to develop written procedures that ensure a process is implemented that forestalls IDIS set-up prior to executing a written agreement.

Effect: Instances in which IDIS initial funding dates precede the execution of written agreements create the potential for the necessity to defund projects should a prospective homebuyer be unable to agree to the terms of the written agreement. Should the project require defunding in IDIS, the participating jurisdiction's commitment and/or disbursement deadlines could be negatively impacted, resulting in a loss of HOME funds to the jurisdiction and its prospective low-income homebuyers.

Required Corrective Action: The PJ must:

1. develop written policies and procedures for the commitment of HOME funds after written agreements are executed.
2. include the policies and procedures in the City's homebuyer downpayment assistance program manual.
3. forward the entire manual, including the newly adopted policies and procedures, to the local CPD Field Office within thirty days (30) of the date of this report.

Finding No. 2

Condition: There was no evidence in homebuyer beneficiary files that the City conducted either underwriting or subsidy layering reviews. There was no evidence that front-end or back-end debt-to-income ratios were computed. Such ratios are important to the process of determining a prospective homebuyer's ability to service a mortgage should downpayment assistance be awarded. Beneficiary files also did not include evidence that subsidy layering reviews were conducted.

On page 3 of the City's Downpayment Assistance Program, Policies and Guidelines, 2014, it states that the amount of the assistance provided a homebuyer will be dependent upon a "variety of factors determined in the bank and City underwriting process...". It should be noted that the bank is not privy to the written agreement between the prospective homebuyer and the City. Therefore, the underwriting of prospective homebuyers to determine their readiness to receive downpayment assistance is the City's responsibility and should be documented in the files as part of the City's determination of eligibility prior to homebuyers approaching mortgage lenders.

Criteria: 24 CFR 92.250 (b) "Before committing funds to a project, the participating jurisdiction must evaluate the project in accordance with guidelines it has adopted..." "...and must not invest any more HOME funds, alone or with any other governmental assistance, than is necessary to provide quality affordable housing that is financially viable for a reasonable period (at minimum, the affordability period...)"

Cause: The City's homebuyer written policies do not require conducting underwriting or subsidy layering reviews and do not establish the necessity to compute, nor identify, front-end and back-end debt-to-income ratios; important components in effective underwriting.

Effect: If the City fails to determine the ability of prospective homebuyers to service mortgage loans, the City may, in effect, approve a prospective homebuyer to receive DPA for which they are unable to obtain a mortgage. Further, without underwriting and subsidy layering, the City

has no way of determining if the right amount of HOME funds is brought into the homebuyer project.

Required Corrective Actions: The City must:

1. develop homebuyer downpayment assistance policies that include underwriting and subsidy layering criteria. The policies should describe a procedure whereby the homebuyer's application for assistance, along with supporting documents, is reviewed by the City prior to the homeowner approaching a mortgage lender.
2. forward the revised policies and procedures manual, which must include underwriting and subsidy layering policies, to the local CPD Office for review within thirty (30) days of the date of this letter.

It should be noted that while the above deficiencies were identified during this limited HOME monitoring review that this required revision of its homebuyer DPA policies and procedures provides an opportunity for the City to conduct a more comprehensive review of its homebuyer policies and procedures to ensure full compliance with the 2013 HOME rule.

Finding No. 3

Condition: Homebuyer downpayment assistance beneficiary files did not include information necessary to determine the HOME income limits, as issued by HUD, were being used for its HOME-assisted program. While the beneficiary files included applications with income information, and calculations for annual income, the files did not include HUD's published HOME income limits by which the household income was compared, which is a process necessary to establish household income eligibility.

Criteria: 24 CFR 92.254(a)(3) states, "The housing must be acquired by a homebuyer whose family qualifies as a low-income family." "In determining the income eligibility of the family, the participating jurisdiction must include the income of all persons living in the housing."

Cause: The City has not developed procedures necessary to ensure that a household's income eligibility is established after all third-party income verification for each person living in the housing has been obtained.

Effect: In situations where the City has failed to access, and retain, documentation of HUD's published income limits, the City is at risk of providing DPA to households that are not income eligible, which could result in the necessity for the City to repay its HOME account with non-federal funds.

Required Corrective Action: Within 30 days of the date of this report, the City must:

1. review all of its household income data for beneficiaries awarded downpayment assistance since January 1, 2015, through the date of this report and compare the household income to HUD's published income limits.
2. use either the HOME income calculator available at the HUD Exchange to confirm household income eligibility or print the HOME income limits located on HUD's public website.

3. compare the income limits to the household incomes and determine eligibility.
4. for each household assisted during the previously identified time frame, forward to the local CPD Field Office the results of its analysis, by household.

Finding No. 4

Condition: The City was not able to document that it was forwarding HOME rental limits to the agencies it has previously funded to implement rental programs.

Criteria: 24 CFR 92.252 (f)(2) states, "The participating jurisdiction must provide project owners with information on updated HOME rent limits so that rents may be adjusted (not to exceed the maximum rent limits...) in accordance with the written agreement between the participating jurisdiction and the owner."

Cause: The City was unable to provide its rental program policies and procedures manual for review.

Effect: If the City is not providing HOME rents limits to its project owners, the potential for undercharging or overcharging HUD's low-income renters exists.

Required Corrective Action: The City must:

1. Develop a rental program report for submission to HUD. The report must consist of:
 - a. identification of all agencies funded for rental programs.
 - b. In addition to funded agencies, the portfolio must include:
 - i. street address of each HOME-assisted rental unit, identified by agency funded
 - ii. amount of HOME funds invested in each project
 - iii. date the project was funded
 - iv. date of project completion
 - v. the number of years of the affordability period
 - vi. the date and year the affordability period will end
 - vii. the number of years remaining in the affordability period
 - viii. evidence that rent limits were forwarded to funded agencies at required intervals
2. Within thirty (30) days from the date of this report, the City must submit the report to the local CPD Field Office.

Finding No. 5

Condition: The City has routinely required recipients of homebuyer downpayment assistance (DPA) to execute two (2) separate written agreements for the same DPA. One agreement states the eligible form of support is a forgivable loan. The second agreement states the eligible form of support is a loan.

Criteria: 24 CFR 92.205(b)(1) states, "A participating jurisdiction may invest HOME funds as equity investments, interest-bearing loans or advances, non-interest-bearing loans or advances, interest subsidies consistent with the purposes of this part, deferred payment loans, grants, or other forms of assistance that HUD determines to be consistent with the purposes of this part and specifically approves in writing. Each participating jurisdiction has the right to establish the terms of assistance, subject to the requirements of this part."

Cause: The jurisdiction's HOME staff did not follow the policy it has relative to this program.

Effect: The contradictory written agreements are legal documents, which could be enforced, with repayment demanded from the homeowner at some future date.

Required Corrective Action: Within thirty (30) days from the date of this letter, the City must:

1. determine which form of assistance it wishes to provide beneficiaries of downpayment assistance. If a forgivable loan is to be provided, one written agreement should be executed, stating the loan is forgivable. If repayment is required, the City must utilize one written agreement that specifies repayment and develop appropriate supporting documents, including promissory notes, loan amortization documents and a process for repayment of funds to the City, etc.
2. develop a process whereby the incorrect written agreement is nullified, with nullification committed to the affected homeowners and beneficiary files are duly documented.
3. prior to implementation, submit the process to the local CPD Field Office for review and comment.
4. Forward to the local CPD Field Office the written agreement, with the eligible form of support identified.

Financial Management and Audits

A review of these areas was conducted to assess the City of Hattiesburg's compliance with requirements in Subparts D and F of 2 CFR part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. The corresponding program-specific regulations for CDBG Entitlements can be found in 24 CFR 570.502. These areas, which include an assessment of the Internal Control procedures, were examined by utilizing Exhibit 34-1, Guide for Review of Financial Management and Audits. Additionally, interviews with personnel from the Community Development Division and the Accounting Division were conducted to assess the effectiveness of the procedures presently in place to guide the expenditure of funds from obligation to request for payment.

The review disclosed 4 Findings or areas of non-compliance that must be addressed.

Finding No. 6

Condition: The City's Internal Control procedures are not in compliance with §200.303, Internal controls.

Cause: The City's procedures were not developed or evaluated using the guidance contained in "Standards for Internal Control in the Federal Government" (known as the "Green Book") or the "Internal Control Integrated Framework" as is required by the cited regulation.

Criteria: 2 CFR Subpart D, §200.303

Effect: Void of a current evaluation of the City's present practices regarding the internal control mechanisms of its financial management system as it compares to the "Green Book" or the "Internal Control Integrated Framework", there is no assurance that the City's present practices meet the required components and corresponding principles contained in the required guidance.

Required Corrective Action: The City must describe the actions it will take to ensure that their Internal Control procedures, inclusive of all subsequent written policies regarding same, are compliant with the guidance contained in the prescribed baseline documents which can be found at the below listed URLs:

Standards for Internal Control in the Federal Government -
<https://www.gao.gov/products/GAO-14-704G>

Internal Control Integrated Framework -
http://www.aicpa.org/InterestAreas/BusinessIndustryAndGovernment/Resources/CorporateGovernanceRiskManagementInternalControl/Pages/COSO_Integrated_Framework_Project.aspx

Finding No. 7

Condition: The City has not completed a Single Audit for fiscal years ended 2015 and 2016.

Cause: The City did not meet its obligation to arrange for and execute a Single Audit of the City's financial statements which is required for entity's that expend \$750,000 or more in federal awards in their fiscal year.

Criteria: 2 CFR 200 Subpart F; 2 CFR 200.501

Effect: The City is non-compliant with the provisions of the Single Audit Act which means there has been no independent audit of the use and expenditure of federal awards for the past 2 fiscal years.

Required corrective action: The City must notify HUD of the reason for non-compliance with the requirement and a status of the steps that are being taken to move the City from a non-compliant status to one of compliance.

Finding No. 8

Condition: The City does not have a written policy for protecting personally identifiable information (PII).

Cause: The City is aware of the necessity to safeguard PII and staff in the Community Development Division describe practices that are in place; however, the required written policy has not been developed.

Criteria: 2 CFR200.303(e); 24CFR 570.502(a)

Effect: There is no written policy document that can be disseminated to staff or that staff can reference to ensure that necessary steps are taken to maintain the confidentiality of PII.

Required corrective action: The City must notify HUD of the steps that will be taken to bring the City into compliance and provide an expected timeframe for completion. Once completed, provide HUD a certification that policy is complete and its existence is known by staff.

Finding No. 9

Condition: The City has not established revenue accounts in its accounting records to record program income.

Cause: During the interview with the Accounting Division staff, it was reported that the City had no CDBG activities that generated income. However, the City does have HOME activities that generate income.

Criteria: 2 CFR 200.302(b)(3); 2 CFR 200.302(b)(4); 24 CFR 92.505

Effect: The City is non-compliant with the governing regulation and that places the City in a position of becoming non-compliant in other areas. Specifically, the requirement that program income is expended first hinges heavily on the jurisdiction's ability to know the amount of program that is generated.

Required corrective action: The City must immediately create/develop the necessary accounts and tracking mechanism to ensure proper recording of receipt and use of program income.

Concern No. 1

Condition: The City did not have systems in place which establish deadlines and track employee performance of specific tasks. It should be noted that the Housing Coordinator provided for HUD's review a date and time log. Further, rehabilitation beneficiary files included initial inspections and progress inspections. That notwithstanding, the Community Services Division was unable to provide verification of a system for tracking employee performance of specific tasks.

Cause: The City has not developed such a task specific flow of work system.

Effect: The presence of such a system that is used by managers and employees ensures that the flow of work continues in the correct order and that required HUD procedures are not inadvertently overlooked.

Recommended Corrective Action: For each of its HOME funded programs (homeowner rehabilitation, downpayment assistance, rental rehabilitation, TBRA, etc.), HUD recommends that the City review regulations, identify required processes and procedures and develop a work flow matrix, or similar tool, to be utilized by each employee responsible for management and/or oversight of the funded program. Ideally, the tool will accommodate the date and signature of the employee who completed the task, while also identifying the next task to be completed, as well as by whom it should be completed (identified by employee name or position). When all tasks are completed for each funded project, the work flow tool, along with source documentation for each completed task should be provided to the Community Services Division Manager for an overall compliance review prior to obligating HUD funds in IDIS.

Concern No. 2

Condition: The City was not able to demonstrate that it has developed and implemented systems to ensure staff receives appropriate information necessary to complete task in a timely manner.

Cause: The City has not systematically matched or correlated HOME related duties performed by its employees with the information necessary to conduct each task. Nor has the City developed or implemented a system necessary to ensure the information is communicated to the employee.

Effect: The lack of a system to ensure each employee receives statutorily correct information could result in areas of noncompliance, some of which are not curable and can result in repayment of HOME funds with non-federal funds.

Recommended Corrective Action: The should develop and implement a system which ensures that each employee engaged in any aspect of oversight/management of HOME funded programs receives appropriate information in a timely manner.