



**Tuesday, April 18, 2023
5:00 PM**

**City Council
Tuesday Meeting Agenda**

**Council Chambers
200 Forrest Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

POLICY AGENDA

- 1. 2023-253** Approve the minutes for the April 3 & 4, 2023 meetings of the City Council.
- 2. 2023-243** Appeal of the Planning Commission's recommendation to deny a change in zoning classification for property located at 350 S 11th Ave from R-1B (Single-Family Residential) to R-3 (Multi-family residential), and to change 709 Mamie Street from R-1A to R-2 (two-family residential) (Forrest County, Ward 4).
- 3. 2023-121** Take from the table an Ordinance for the petition filed by John P. Scanlon, representative, and Safari Timberlands, LLC, owner, establishing the zoning classification for a portion of an unimproved property located at the intersection of Jackson Road and the Longleaf Trace to B-2 Neighborhood Business District. (PPIN 33787, Lamar County, Ward 1) - tabled at the April 4, 2023 City Council meeting.
- 4. 2023-122** Take from the table a petition filed by John P. Scanlon, representative, and Safari Timberlands, LLC, owner, requesting a conditional use for “restaurant, without drive-through” in a B-2 Zone (Neighborhood Business District) contingent upon approval of the request to establish the zoning. (PPIN 33787, Lamar County, Ward 1) - tabled at the April 4, 2023 City Council meeting.
- 5. 2023-246** Adopt an Ordinance for the petition filed by Trace 4th Street, LLC, owner, to request a variance from section 10.6 Signs – for a minimum of “79 feet” of frontage where 150 feet is required for a proposed on-premise monument sign for property located at 1015 Main St (Forrest County, Ward 2). The Board of Adjustment Recommended to Approve on April 5, 2023.
- 6. 2023-252** Adopt a Resolution supporting the Hattiesburg Housing Authority for the redevelopment of Briarfield Homes.

7. **2023-258** Adopt a Resolution declaring certain vehicles as surplus (per attached list) and authorize disposal or sale of said vehicles ; authorize removal of vehicles from the inventory of the Hattiesburg Fire Department .

8. **2023-257** Approve Request for designation of Recognized Historic Landmark Status for the property located in the public right-of-way at Hardy St. and S. 22nd Ave., commonly known as the Parkhaven Arch.

9. **2023-251** Approve Professional Services Agreement with Landry Lewis Germany Architects, PA, to provide architectural services related to the replacement of Fire Station #7 Roof and authorize the Mayor the execute the same.

10. **2023-240** Approve Lighting Agreements with Mississippi Power Company for additional lighting on Florida Ave, and other locations as described in the attached forms, and authorize the Mayor to execute the same.

11. **2023-242** Approve Supplemental Agreement No. 2 with Walters Construction Company, Inc. for the Highway 49, Camp Street, Adeline Street & Mamie Street State Aid Project (No. DECD-0018(35)BO Forrest County) to add a line item and increase the number of days in the contract, and authorize the Mayor to execute in triplicate.

12. **2023-261** Approve and acknowledge receipt of Memorandum of Agreement between the City of Hattiesburg and Mississippi Department of Transportation (MDOT) to construct improvements along Highway 11 and Interstate Highway 59 Interchange for an appropriation in the amount of \$500,000.00 and authorize Mayor to execute said agreement in duplicate.

13. **2023-238** Ratification of Sponsorship Agreement between the City of Hattiesburg and the Hattiesburg Athletic Booster Club for advertising sponsorship as outlined in the agreement, in accordance with MS Code 17-3-1, for an amount not to exceed 25,000.00, and authorize the Mayor to execute the same.

14. **2023-249** Approve Agreement between the City of Hattiesburg Parks and Recreation Department and the Hattiesburg Youth Soccer Association, in the amount of \$20,000.00, to develop and promote soccer programs for Hattiesburg residents for the term of October 1, 2022 through September 30, 2023; authorize the Mayor to execute the same and issuance of manual check.

15. **2023-248** Approve Agreement between the City of Hattiesburg Parks and Recreation Department and the American Diabetes Association for summer day camp program promoting the prevention and cure of diabetes and improving the lives of all people affected by diabetes and authorize the Mayor to execute the same.

16. **2023-241** Adopt an order to approve the sale of a personal service weapon , Glock 17, 9 mm caliber asset ID# (New) Serial Number BSHT901 to retired police Officer Harris Tapp pursuant to Mississippi Code Annotated 45-9-131.

ROUTINE AGENDA

1. **2023-245** Ratification of agreement between the City of Hattiesburg and the Mississippi State Fire Academy to administer the NFPA 1072 F training course for Hattiesburg Firefighters.
2. **2023-260** Acknowledge receipt of proof of publications for the month of February and March 2023.
3. **2023-259** Acknowledge privilege tax license report for the month of March 2023.
4. **2023-244** Approve Plans and Specifications for the 16th Avenue and Concart Street Improvements project and Authorize advertisement for bids.
5. **2023-237** Approve the City's purchase of (3) three grave spaces, located in the Southeast Quarter (SE 1/4), Lot 11, Section 30, and South Half (S 1/2) of the Northeast Quarter (NE 1/4), Lot 11, Section 30, at Highland Cemetery, Minute Book# 2008-4, Page 565, in the amount of \$ 525.00, from George or Katherine McCardle, Authorize manual check for the same.
6. **2023-236** Approve the sale of grave spaces per attached Memo's, Receipts, and Deeds.
7. **2023-239** Approve claims docket for the period ending April 14, 2023.

In Memoriam:

- **Ms. Aslee Patterson**

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, April 18, 2023

Re: Appeal of the Planning Commission's recommendation to deny a change in zoning classification for property located at 350 S 11th Ave from R-1B (Single-Family Residential) to R-3 (Multi-family residential), and to change 709 Mamie Street from R-1A to R-2 (two-family residential) (Forrest County, Ward 4).
File Number: 2023-243
Minute Book #

Summary

A petition has been filed by Robin Roberts, applicant, and Michael Albanese of Burnice Whittier Smith Corp., owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for certain properties located at 350 S 11th Ave and 709 Mamie Street. The applicant requests to change the zoning classification of 350 S 11th Ave from R-1B (Single-Family Residential) to R-3 (Multi-family residential), and to change 709 Mamie Street from R-1A to R-2 (two-family residential) (Forrest County, Ward 4). Planning Commission voted to deny on March 1, 2023

Recommendation Statement

Please place this on the April 18, 2023 City Council meeting for consideration.

HPC March 2023: Item A

Robin Roberts, Applicant, and Michael Albanese of Burnice Whittier Smith Corp., Owner

Request for: **Zoning Change From R-1B to R2 and R-3**



URBAN DEVELOPMENT PLANNING DIVISION

Planning Commission Case Fact Sheet

Name of Petitioners: Robin Roberts, Applicant, and Michael Albanese of Burnice Whittier Smith Corp., Owner

Address of Property:

Parcels are adjacent to each other at the Corner of S 11th Ave and Mamie Street

R-1B to R-2 Request: 709 Mamie Street

R-1B to R-3 Request: 350 S 11th Ave

	Tax Parcel	PPIN:	Ward:
709 Mamie Street	2-029M-09-054.00	16933	4
350 S 11 th Ave	2-029M-09-053.00	16934	4

Request: **Zoning Change of two R-1A Parcels
One parcel to R-2 and one to R-3**

Applicant Summary: See Attached

Applicable Regulations:

SECTION 2

APPLICABILITY AND CONFORMITY

2.4 Nonconformities

2.4.4 Nonconforming Uses. A legal nonconforming use is a use existing legally at the time of the passage of this Code, or the time of annexation into the City's jurisdiction, which does not by reason of use conform to the regulations of the district in which it is located. A use established after the passage of this Code which does not conform to regulations of the district in which it is located shall be considered an illegal nonconforming use and is a violation of this Code. Legal nonconforming uses of land or structures may continue only in accordance with all of the following provisions.

2.4.4.4 Reestablishment Restricted. A legal nonconforming use, when discontinued or abandoned, shall not be resumed.

Discontinuance or abandonment shall be defined as:

i. When land used for a legal nonconforming use ceases to be

used in a bona fide manner or a period of six consecutive calendar months.

ii. When a building designed or arranged for a nonconforming use ceases to be used in a bona fide manner as a legal nonconforming use for a continuous period of six consecutive calendar months.

iii. When a building designed or arranged for a conforming use shall cease to be used in a bona fide manner as a legal nonconforming use for a period of six consecutive calendar months.

SECTION 4

Zoning Districts Established

4.5.4 R-1B Residential District: The purpose of the R-1A District is to permit single-family residential uses with related recreational, religious and educational facilities. This district is consistent with the Neighborhood Conservation 1 and 2 districts in the Comprehensive Plan. This zoning district encourages protected lower-density residential neighborhoods with only compatible supporting institutional uses and open space.

4.5.6 R-2 Two-Family Residential District: The purpose of the R-2 District is to permit medium density residential uses including two-family, or duplex structures, with related recreational, religious and educational facilities. This district is consistent with the Neighborhood Conservation 1 and 2 districts in the Comprehensive Plan. This zoning district encourages protected residential neighborhoods with only compatible supporting institutional uses and open space.

4.5.7 R-3 Multi-Family Residential District. The purpose of the R-3 District is to permit medium and high density residential uses including multi-family, two-family, and single-family structures with related recreational, religious and educational facilities. This district is consistent with the Neighborhood Conservation 1 and 2 districts in the Comprehensive Plan. This zoning district encourages protected residential neighborhoods with only compatible supporting institutional uses and open space.

5.4.18 Dwelling, Two Family and Multi-Family.

5.4.18.1 On infill development sites in residential districts, multi-family buildings shall be designed to blend in with surrounding single-family residential buildings to the maximum extent practicable with regards to building design, setbacks, driveway and garage design and location, porches, and sidewalks.

5.4.18.2 Site designs shall create a sense of “neighborhood” and shall meet the following requirements:

- i. Buildings shall be sited with front entrances and porches

oriented toward streets, drives, and plazas, rather than clustered around parking lots.

ii. An internal vehicular circulation system for private streets, when included, shall be reflective of a single-family residential street system.

iii. Parking lots shall be located behind buildings, except where it is deemed appropriate to use a parking lot as a buffer from an arterial street, or where such parking area will directly abut a property line exterior to the development site when located in or adjacent to a residential district.

iv. Walkways shall connect all buildings with parking areas, play areas, clubhouses, and existing public sidewalks adjacent to the development site.

v. Plazas, clubhouses, pools, and recreational facilities shall be centrally located, when provided.

5.4.18.3 Building designs that create variety and do not look monotonous if replicated throughout the development shall be required. Such designs shall include the following:

i. Side and rear building elevations, garages, carports, and all accessory structures shall have the same level of design, aesthetic quality, and architectural detailing.

ii. Porches, varied rooflines, and varied façade depths shall be provided to create variety and individuality of each building.

iii. Windows and projecting wall surfaces shall be used to break up larger wall surfaces, establish visual interest and provide visibility of the street and other public spaces encouraging social interaction.

iv. Protective entry courts, common vestibules, covered breeze ways, or enclosed stair halls shall be used to reduce the number of visible doors, unless designed in a row house or townhouse manner oriented toward the street.

v. Garages shall be designed to be integrated with the building design or sited so as to avoid long monotonous rows of garage doors and building walls. Garages shall be oriented so that they do not visually dominate the building façade or the streetscape.

Present Zoning: The parcels are currently zoned R-1B

Present Use: Unoccupied Residential Structures

Future Land Use: Neighborhood Conservation District 1

Surrounding Zoning and Land Use:
North: R-1B Single Family Residential
South: R-1B Single Family Residential
East: R-1B Single Family Residential
West: R-1C Single-Family Residential

Letters or

Concerns stated:

The Planning Division Office has not received any letters or other written communications relative to this case as of February 22, 2023

History / Background:

The applicant met with Planning Staff to discuss the rezoning of two parcels at the intersection of S 11th Ave and Mamie Street. The property located at 350 S 11th Avenue was constructed and used as a 4-plex previously but has been vacant for more than 6 months. The property at 709 Mamie Street had been converted into a duplex, but a recent fire destroyed the building and it has been vacant for more than 6 months. Both properties, while constructed as Multi-Family and Two-Family residential structures, were considered legal nonconforming when the current Land Development Code was adopted. The abandonment of the non-conforming uses requires the properties to meet the current standards of the zoning district, and therefore cannot be used for multi-family, two-family structures as currently zoned.

The rezone request of the property at 350 S 11th Avenue to an R-3 zoned parcel would allow the property to be used legally as a 4-plex structure. The applicant discussed with staff the intent to demolish the burned structure at 709 Mamie St and reestablish a duplex at the site, if the R-2 Zoning is approved.

Option:

Basis for approval (Zoning Change):

- I. There was a mistake in the original zoning
- II. The character of the neighborhood has changed substantially so that rezoning is clearly justified **and** there is a public need for the rezoning
- III. Annexation

SUBJECT PARCEL:

350 S 11th Ave and 709 Mamie St

Robin L. Roberts (representative) and Michael Albanese of Burnice Whittier Smith Corp (owner/applicant).

The applicant requests to change zoning classification of 350 S 11th Ave from R-1B(Single-Family Residential) to R-3 (Multi-family residential), and to change 709 Mamie Street from R-1B to R-2 (two family residential) (Forrest County, Ward 4).

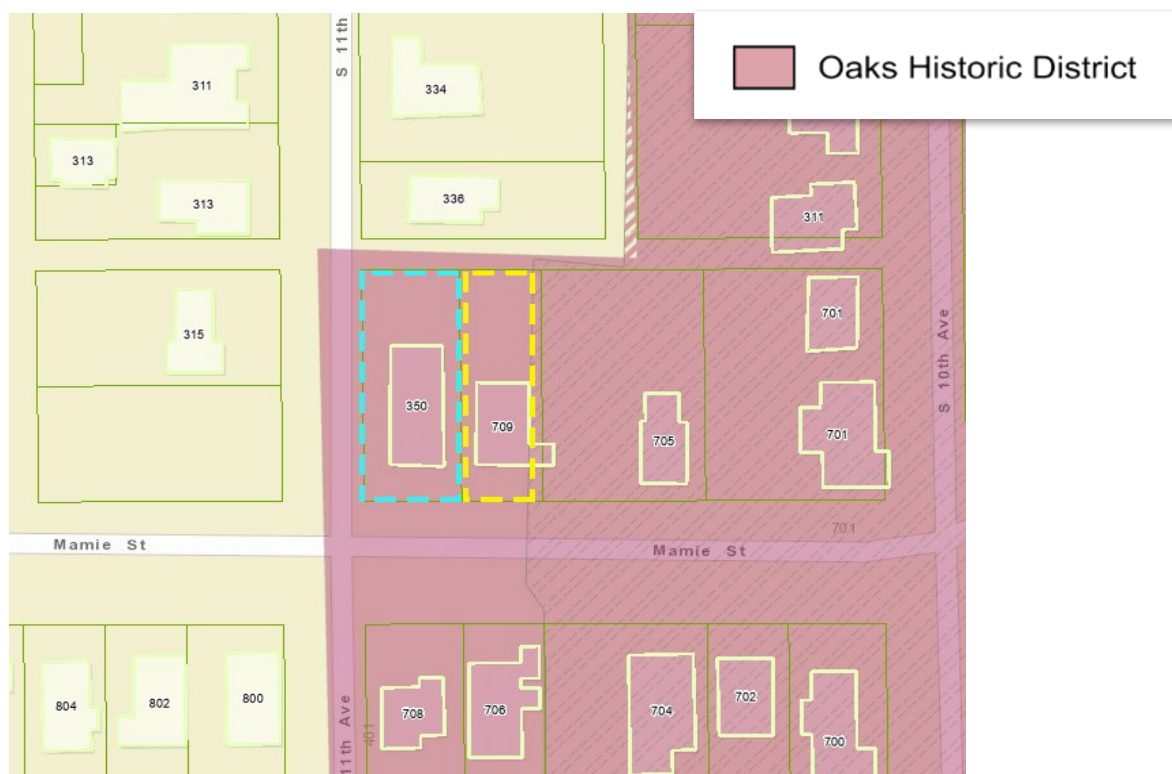


350 S 11th Ave

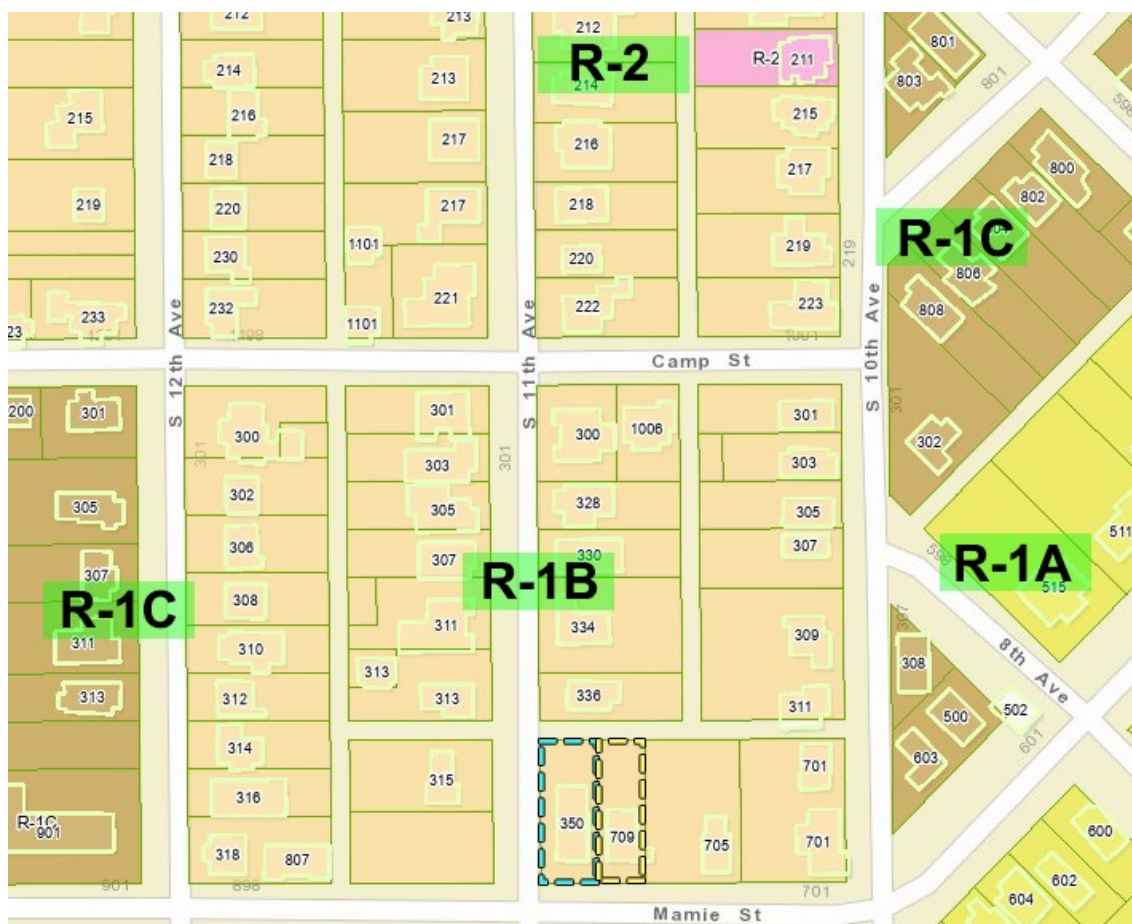
709 Mamie St



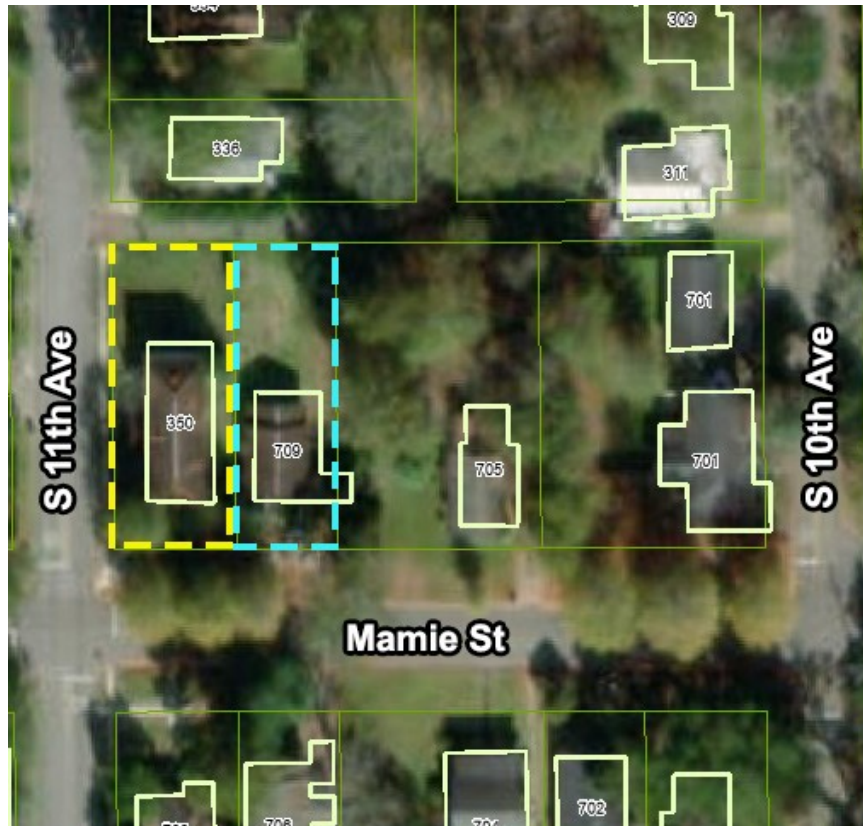
Vicinity Map—Ward 4



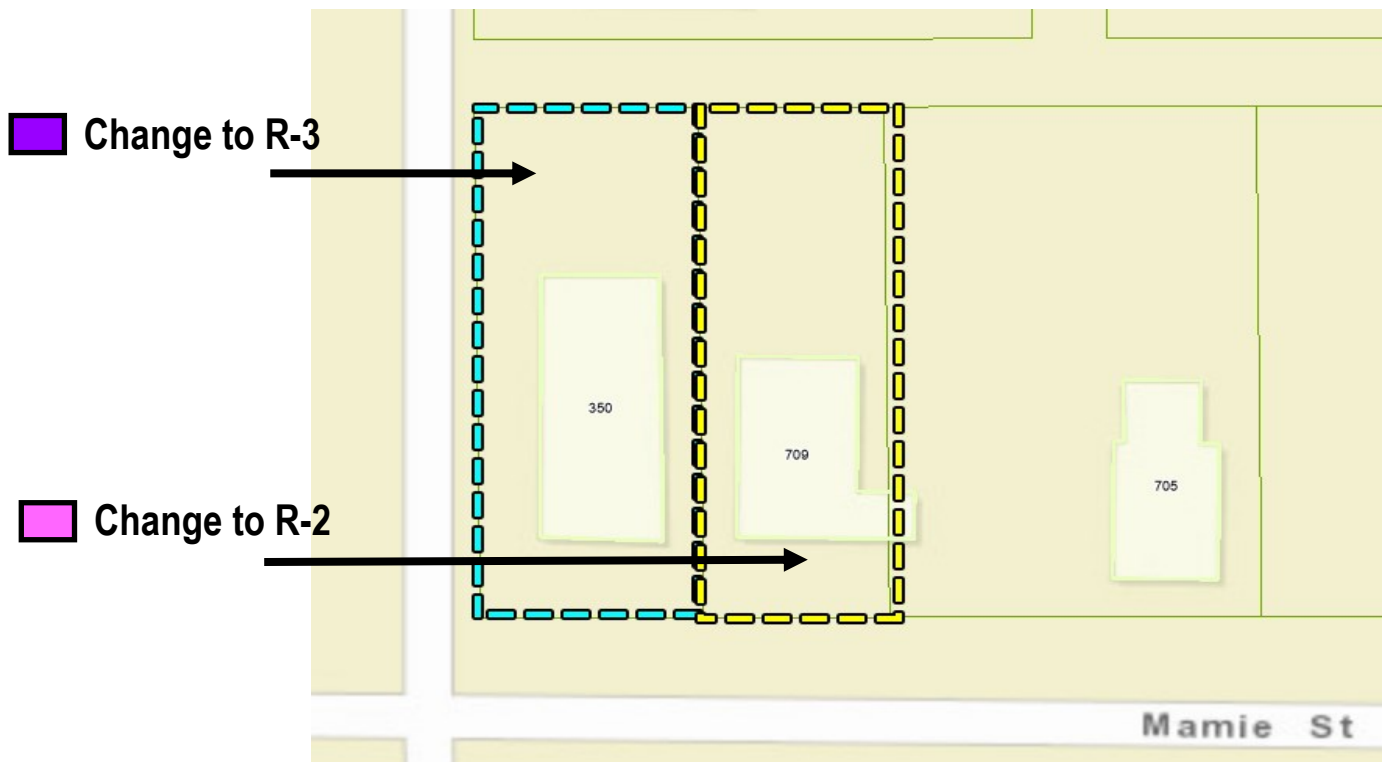
Surrounding Zoning



Site Aerial



Area Requested for Rezone



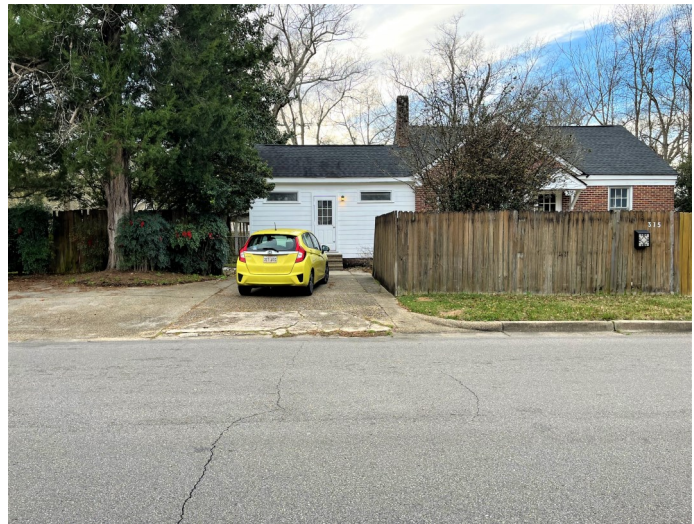
SURROUNDING AREA

Northern and Southern Directions: R-1B

Single-family Residential



Western Direction: R-1B, Single-family Residential



S11th Ave and Mamie St Intersection

SURROUNDING AREA

Eastern Direction: R-1B

Single-family Residential



Rezoning Information (1 page)

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

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

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

There is a clear public need for the zoning to be changed back as per the provisions of the comprehensive plan. The two properties sought to be re-zoned have been used for higher density residential use for many years. The structure at 350 S. 11th Avenue is a 4-plex, while the adjacent 709 Mamie Street is a duplex. Both properties lost their "grandfather" status due to vacancy. Allowing the property to return to a 4-plex and duplex (R-3 & R-2, respectively) meets criteria in the comprehensive plan in the following ways: it will promote economic development by making a substantial investment in property that may otherwise be unused or an eyesore. It is within a historic district so the certificate process will insure it preserves the historic character. The re-zoning will cause no incompatible use, as the proposed use is as it has always been. The property values will be enhanced by the investment for the benefit of the entire neighborhood. It will also improve the stock of moderate income housing. Nothing about the project will cause disorderly development, and the use will allow orderly growth & development without changing the character of the neighborhood.

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____

OF THE CITY OF HATTIESBURG, MISSISSIPPI

ADOPT AN ORDINANCE FOR THE PETITION FILED BY ROBIN ROBERTS, APPLICANT, AND MICHAEL ALBANESE OF BURNICE WHITTIER SMITH CORP., TO CHANGE THE ZONING CLASSIFICATION FOR CERTAIN PROPERTIES LOCATED AT 350 S 11TH AVE AND 709 MAMIE STREET (PARCEL NO. 2-029M-09-053.00, AND 2-029M-09-054.00; PPIN 16934, AND 16933) TO CHANGE THE ZONING CLASSIFICATION OF 350 S 11TH AVE FROM R-1B (SINGLE-FAMILY RESIDENTIAL) TO R-3 (MULTI-FAMILY RESIDENTIAL), AND TO CHANGE 709 MAMIE STREET FROM R-1B TO R-2 (TWO-FAMILY RESIDENTIAL). THE PLANNING COMMISSION RECOMMENDED TO DENY ON MARCH 1, 2023.

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

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

The character of the neighborhood has changed substantially so that rezoning is clearly justified, and there is a public need for the rezoning.

Said property being more particularly described as follows, to-wit:

Parcel No. 2-029M-09-053.00, PPIN 16934:

Lot 13, in Block 13 of the Hattiesburg Heights Property Survey to the City of

Hattiesburg, Forrest County, Mississippi; and

Parcel No. 2-029M-09-054.00, PPIN 16933:

Lot 12, in Block 13 of the Hattiesburg Heights Property Survey to the City of
Hattiesburg, Forrest County, Mississippi

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

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

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

YEAS:

NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted
and approved, this the _____ day of _____ A.D., 2023

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor,
this the _____ day of _____ A.D., 2023

ATTEST:

APPROVED:

CITY CLERK

MAYOR

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION**

March 1st, 2023

The Hattiesburg Planning Commission did meet in a regular session on March 1st, 2023, at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Mark Miller, Chair, presided over the meeting. Staff utilized GoToMeeting, an online meeting, desktop sharing, and telephone/video conferencing platform to give Commissioners, petitioners, and the public the option to participate remotely. A quorum was indicated and the attendance was as follows:

Commissioners Present: Charles Dawe (via GoToMeeting)
Amy Hinton, Vice-Chair
Dick Conville
Jeff Keyseear (via GoToMeeting)
Elayne Lockett
Luke McNair (via GoToMeeting)
Mark Miller - Chair
Rhoda A. Pickett
Rebekah Ray
Michael Dickerson (via GoToMeeting)

Commissioners Absent: Carlos Wilson

Also Present: Nathan Satcher, Planner II
Wiley Quinn, Director of Urban Development
Jim Gladden, Esq.
Kevin Bates, Building Official
Cory Long, AICP, Planning Manager
Andrea Garcia, Planner I

AGENDA REVIEW

There came the matter of the February 2023 Agenda. Commissioner Ray made a motion to accept the agenda, seconded by Commissioner Hinton. All members present were in favor.

MINUTES REVIEW

REPORTS

BUILDING REPORT

Kevin Bates, Building Official, provided the Building Permit Report for February 2022. He shared that there was an increase in permits valuation due apartment complexes, which was mostly due to the new Ivy Row developments located on Hwy 49. Also, there was a slight increase in commercial, single-family residential buildings, and roofing permits.

PLANNING REPORT

There came the matter of the Planning Report by Nathan Satcher, Planner. He shared that the Jackson Rd case was appealed and will be brought to City Council for an additional public hearing on April 3rd. The conditional use request for 1601 Hardy St has also been appealed and will go to City Council for a public hearing on March 13. Cory Long, planning manger, noted that the staff is still exploring a court reporter to document and provide the meeting minutes.

CHAIR'S REPORT

There came the matter of the Chair's Report. Chair Miller noted that last year an ADU subcommittee was formed to explore ways to create a legal path for Accessory Dwelling Units and that Planning Commission needs to revisit the committee.

INTRODUCTIONS

The Commissioners introduced themselves.

PUBLIC HEARING – PLANNING COMMISSION

There came the matter of Items A-1 & A-2 (Change Zoning for 709 Mamie Street and 350 S 11th Ave) presented by Robin L. Roberts. Nathan Satcher first presented that the applicant requested a change of zoning classification for 350 S 11th Ave, from R-1B (Single-Family Residential) to R-3 (Multi-family Residential). The same was requested for the property located at 709 Mamie Street, changing from R-1B to R-2 zone (Two-Family Residential). Both properties are located within the Oaks Historic District.

The property at 350 S 11th Ave was built and used as a 4-plex, and the one at 709 Mamie St had been converted to a duplex in the past but both have been vacant for more than 6 months.

When the current Land Development Code was adopted, both properties were considered legally non-conforming. According to the code, if the use of the properties is discontinued for more than 6 months, these are required to meet the current standards of the zoning district, and therefore cannot be used for multi-family, two-family structures as currently zoned.

Then Satcher presented the Future Land Use map from The Comprehensive Plan, which identifies this area as a Neighborhood Conservation District 1. There are also a few two-family and multi-family residences constructed in this area that adhere to the character of the surrounding neighborhood. Both properties are also located near the corridor districts Hardy St Neighborhood Business, as well as West Pine Regional and Broadway Drive Community Businesses. Additionally, both properties are located near the Hardy Street Neighborhood Business District, as well as West Pine Regional and Broadway Dr. Business District.

The representative Robin L. Roberts appeared on behalf of the property owner Michael Albanese and initiated the public meeting by explaining a brief history of the property. He stated that the 709 Mamie St property would be rebuilt as a duplex if the R-2 zoning is approved, while the property at 350 S 11th Ave would be used legally as a 4-plex structure if rezoned to R-3.

In addition, he confirmed that both properties had lost their non-confirming use status, and he is seeking to get back to their original zoning. Either the properties should be remodeled and fixed up to liveable conditions, or they should be torn down. He also mentioned that there are other multi-family residential structures in the area.

In her comments, Commissioner Hinton said the 350 S 11th Ave property has been vacant for more than 20 years, and asked why the applicant is not considering building a single-family home instead of keeping it as a rental property. Mr. Roberts replied that from an investor standpoint, such a decision would mean financial loss. Chair Miller then declared the public hearing portion of the meeting closed at 1:44 PM.

After that, Commissioner Hinton suggested using both structures as single-family homes instead of rental properties, stating that multi-family rental properties were not compatible with the neighborhood's current character. Commissioner Dowe expressed his concerns to the Commissioners about the 4-plex at 350 S 11th Ave, stating that investors would not be interested in this property if a rezoning is not possible and this would lead to decay.

Commissioner Hinton made the motion to deny the zoning change petition for 709 Mamie St (item A-1), on the basis that there is no public need for that type of housing in the

neighborhood. Commissioner Lockett seconded the motion. A roll call vote was then conducted. The motion failed to be approved and the change of zoning was denied by a vote of 7 to 2.

Commissioners Voting Aye:

Amy Hinton, Vice-Chair
Rebekah Ray
Mark Miller – Chair
Elayne Lockett
Michael Dickerson
Charles Dawe
Jeff Keyseear

Commissioners Voting Nay:

Dick Conville
Luke McNair

Another motion was made by Commissioner Hinton to deny the zoning change for 350 S 11th Ave (item A-2), seconded by Commissioner Lockett. The motion failed to be approved and the change of zoning was denied by a vote of 7 to 2.

Commissioners Voting Aye:

Amy Hinton, Vice-Chair
Rebekah Ray
Mark Miller
Elayne Lockett
Michael Dickerson
Charles Dawe
Jeff Keyseear

Commissioners Voting Nay:

Dick Conville
Luke McNair

There came the matter of Item B (Rezone Request and Preliminary Platt Approval for J ED Turner Road/Classic Drive intersection) presented by Jonathan Krebs. Nathan Satcher stated that the case was a combination request for rezoning one R-1B parcel and a portion of another parcel zoned R-1A. Both parcels would be rezoned to A-2 and be part of a

request to approve a Preliminary Plat for a Major Subdivision.

The Comprehensive Plan identifies this area as a Neighborhood Conservation District 2, which is characterized as “low-density or moderate-density single-family residences; building lots with front and side yards, with standard depths and an overall lower density of development than downtowns or historic neighborhoods”. The A-2 Zoning of the property, is more in line with the Rural Residential/Agricultural District of the Comprehensive Plan, which is characterized as “sparsely developed residential lands or undeveloped lands. Properties in this district are expected to transition from undeveloped or very low-density residential lands to large estate residences or suburban neighborhood residential developments”.

Then the conditional issues were discussed. Satcher mentioned that the maximum length of a minor street would be more than 400 ft in this subdivision, due to the topographical conditions and property access limitations. Additional expansions for the property were not presented. Planning Div. Manager, Cory Long stated that the right-of-way proposed exceeds the requirements; the width of the right-of-way needs to be taken into consideration in the future.

Jonathan Krebs, the owner of the property discussed, initiated the public meeting expressing his interest in creating the subdivision on unimproved parcels and establishing his home in the area. The proposed subdivision will be $\pm$ 46.49 acres with 16 lots ranging in size from 1 to 3.8 acres; this will include a green space with a lake and a pathway that connects to the Longleaf Trace.

Commissioner Hinton asked if Pipeline Rd would be paved and Mr. Krebs stated that paving the road was part of a request made by the Planning Division, and that he is currently looking into paving the exit of the neighborhood. Since sanitation trucks and school buses are expected to use this road, Krebs will explore options for resolving the issue.

Erick Weill, a resident of J ED Turner Rd, spoke in favor of the proposal. In support of the proposal, he emphasized that the buffer zone between the subdivision and Longleaf Trace was a good idea. Chair Miller then closed the public hearing portion of the meeting.

Commissioner Pickett questioned the staff about the need for sidewalks in this area that connect to the Longleaf Trace. Satcher stated these are not required on an A-2 zone, however, a common pathway that connects the development to the Longleaf Trace has already been constructed. A question was raised by Commissioner Conville regarding the existing car path. Mr. Krebs mentioned that the primary car path is intended to extend across the front of all the

properties, which corresponds to the old railroad that ran through the city.

Commissioner Pickett then asked about the square footage of the houses; Satcher answered that it was up to the subdivision to determine what the minimum size requirement for homes should be. A motion was made by Commissioner Hinton to approve the zone change for both parcels to A-2, stating that the growth of Longleaf Trace has changed the character of the area. The same motion was made for the third item and the Preliminary Platt for the subdivision was approved.

Commissioners Voting Aye:

Charles Dawe (via GoToMeeting)
Amy Hinton, Vice-Chair
Dick Conville
Jeff Keysear (via GoToMeeting)
Elayne Lockett
Luke McNair (via GoToMeeting)
Mark Miller - Chair
Rhoda A. Pickett
Rebekah Ray

Commissioners Voting Nay: None

Commissioners Absent: Michael Dickerson (via GoToMeeting)

BUSINESS MEETING

Having no further business, Chair Miller made a motion to adjourn, and the public meeting was adjourned at 2:46 PM.

Mark M. Miller, Chair

Cory Long, AICP, Planning Division Manager



**Planning Commission
Case Fact Sheet**

Name of Petitioners: John P. Scanlon, representative, and Safari Timberlands, LLC

Address of Property:
Intersection of Jackson Road and the Longleaf Trace

	Tax Parcel	PPIN:	Ward:
A portion the parcel:	052B-03-004.105	33787	1

Request: Establish the zoning **B-2 and Conditional Use Request for Restaurant without drive-through in a B-2 Zone**

Purpose of Request: To consider a petition filed by John P. Scanlon, representative, and Safari Timberlands, LLC, owner, as required in the Land Development Code, Ord. No. 3209, to establish the zoning classification for a portion of an unimproved property located at the intersection of Jackson Road and the Longleaf Trace to B-2 Neighborhood Business District (Section 4.5.9) and to request a conditional use for "restaurant, without drive-through" in a B-2 Zone (Neighborhood Business District) contingent upon approval of the request to establish the zoning. (Parcel No. 052B-03-004.105; PPIN 33787, Lamar County, Ward 1)

Applicant Summaries: See Attached

Applicable Regulations:

SECTION 4

Zoning Districts Established

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

SECTION 5**Use Regulations**

Table 5.1 Table of Uses																
Use		Additional Use Conditions Cross Reference														
		Agricultural		Residential					Business				Industrial			
■	Permitted	A - 1	A - 2	R - 1A	R - 1B	R - 1C	R - 2	R - 3	B - 1	B - 2	B - 3	B - 4	B - 5	I - 1	I - 2	
□	Permitted with conditions															
◆	Conditional Use															
×	Not Permitted															
Restaurant, without drive-thru		×	×	×	×	×	×	×	◆	◆	□	□	□	□	□	5.4.36

5.4.36 – Conditions for Use for Restaurant without Drive-Through

5.4.36.5 All restaurants located within the B-1 and B-2 districts shall be limited to a capacity of 80 seats.

5.4.36.6 All restaurants that abut residential districts shall be screened entirely from view of adjacent residential properties by an opaque fence and/or vegetative screen to a minimum height of six feet. Such screen shall meet the minimum height requirement at the time of issuance of a certificate of occupancy.

Present Zoning:

The parcel does not have an established zoning

Present Use:

Vacant / Undeveloped

Future Land Use:

Neighborhood Conservation District 2

Surrounding Zoning and Land Use:

North: R-1A Single-Family Residential (across from Longleaf Trace)

South: Outside of City Limits

East: A-2 General Agricultural

West: Outside of City Limits

Letters or**Concerns stated:**

The Planning Division Office has received multiple statements from neighboring residents voicing their concerns in regard to the rezoning request. Those letters are included in this report.

History / Background:

The applicant met with staff in Pre-Application to discuss the development of a bike shop/bike retail store with an added coffee shop/restaurant component. The intent of the applicant is to integrate in with the Longleaf Trace and provide additional amenities that complement its uses. Staff discussed zoning options, where B-2 or B-3 would meet the minimum zoning requirements for the intended uses. The minimum zoning required for the intended uses is a B-2, but requires a conditional use for the restaurant

John P. Scanlon, representative, and Safari Timberlands, LLC
Request for: **Establish Zoning to B-2 and Conditional Use Request for Restaurant**

component. A B-2 Zoning is considered less impactful and less intensive use than a B-3 zone, and reduces the number of allowable uses compared to a B-3 or higher zoning.

The applicant is only seeking to rezone a portion of the parcel (PPIN 33787), approximately 2 acres and intends to leave an easement on the southern portion of the property for future connectivity into the eastern portion of the parcel. The applicant has provided a conceptual site plan and architectural renderings for the proposed development which is included in this report. Planning Commission should consider the justification of a commercial zone at this intersection of Jackson Road and Longleaf Trace if it were to be approved.

The conditional use request is contingent upon approval of establishing the zoning to B-2. Planning Commission should consider the approval criteria for a conditional use request (listed below) as it relates to this development.

Note: This item previously appeared on the January 2023 Agenda to change the zoning of the parcel. Staff later discovered that the zoning had never been established following its annexation into the City of Hattiesburg and it was removed from the January agenda and noticed and posted as establishing the zoning for the parcel for the February agenda.

Option (A):

Approve or Deny

Basis for approval (Zoning Change):

- I. There was a mistake in the original zoning
- II. The character of the neighborhood has changed substantially so that rezoning is clearly justified and there is a public need for the rezoning
- III. Annexation

Conditional Use Request

Option (B):

Approve or Deny.

12.3.3.2 Additional Approval Criteria. In addition to the standards [5.4.36], the applicant for a request for the Planning Commission to approve a use shall be required to demonstrate that his/her proposal addresses the following additional requirements, except that the Planning Commission may waive any one or more criteria that it determines are not applicable based upon the expected impact of the proposal.

- i. Determination that adequate public facilities and services will be available concurrent with the impacts of the development as evidenced by letters of sufficiency from utilities and schools and a determination by the city

John P. Scanlon, representative, and Safari Timberlands, LLC

Request for: **Establish Zoning to B-2 and Conditional Use Request for Restaurant**

engineer that the available capacity of existing streets can safely provide access to the site.

ii. The proposed development will be compatible with surrounding uses and will protect adjacent properties through the following measures:

- Protection of privacy. The proposed plan shall provide reasonable visual and auditory privacy for all dwelling units located within and adjacent to the site. Fences, walls, barriers and / or vegetation shall be arranged to protect and enhance the property and to enhance the privacy of on-site and neighboring occupants.
- Protection of use and enjoyment. The proposed plan shall be designed and arranged to have minimal negative impact on the use and enjoyment of adjoining property.
- Compatible design and integration. The use meets all design criteria required by this Code that apply and is designed to integrate well both on and off site.

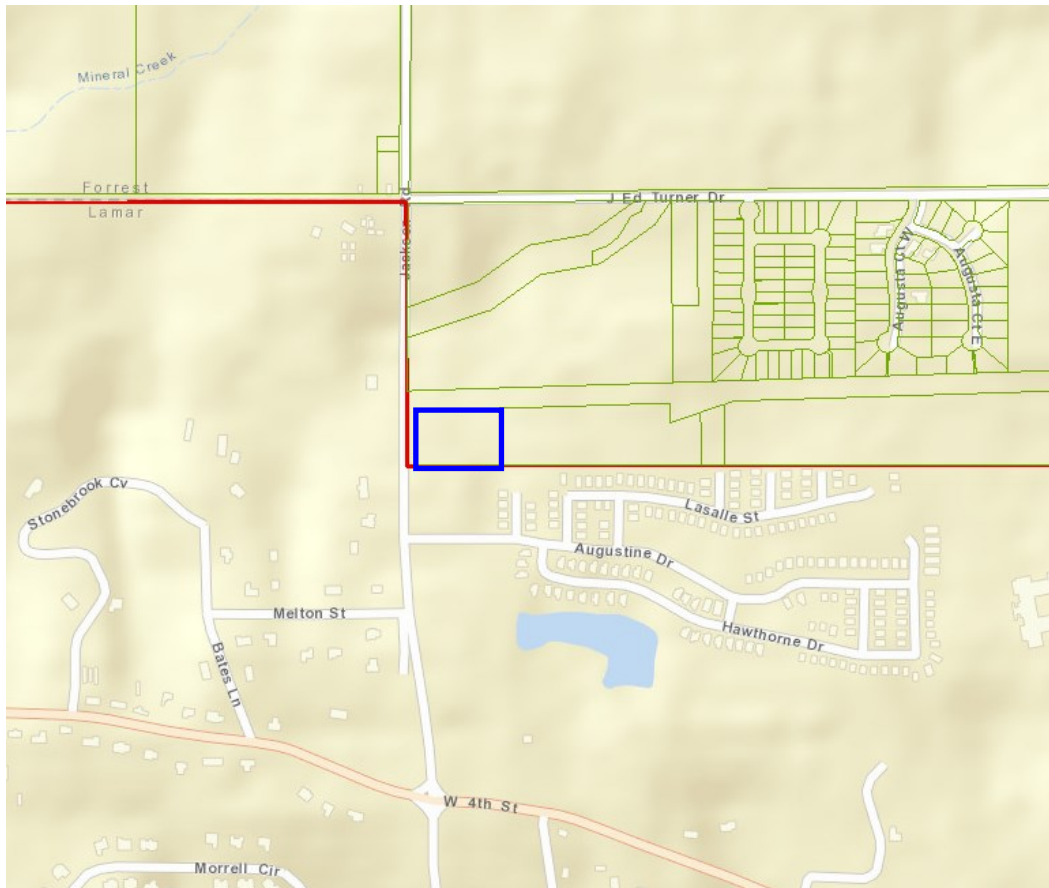
SUBJECT PARCEL:

Intersection of Jackson Road and Longleaf Trace

John P. Scanlon, representative, and Safari Timberlands, LLC, owner The petitioners request to establish the zoning classification for a portion of an unimproved property located at the intersection of Jackson Road to B-2 Neighborhood Business District (Section 4.5.9) and to request a conditional use for “restaurant, without drive-through” in a B-2 Zone (Neighborhood Business District) contingent upon approval of the rezoning request.



Vicinity Map—Ward 1



Surrounding Zoning (Subject parcel for request not zoned)



Site Aerial



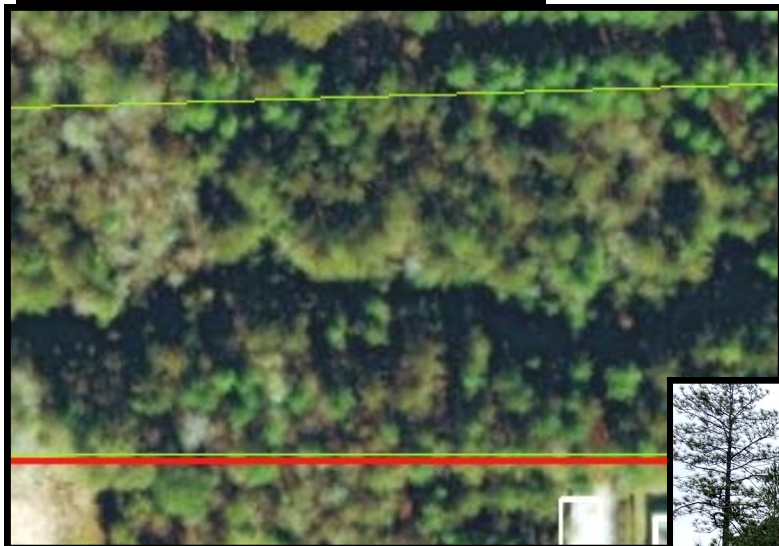
SURROUNDING AREA

Northern Direction: R-1A

Single-Family Residential



Southern Direction: Outside of City Limits



Eastern Direction: A-2 Agricultural Residential—Undeveloped

Western Direction: Outside of City Limits



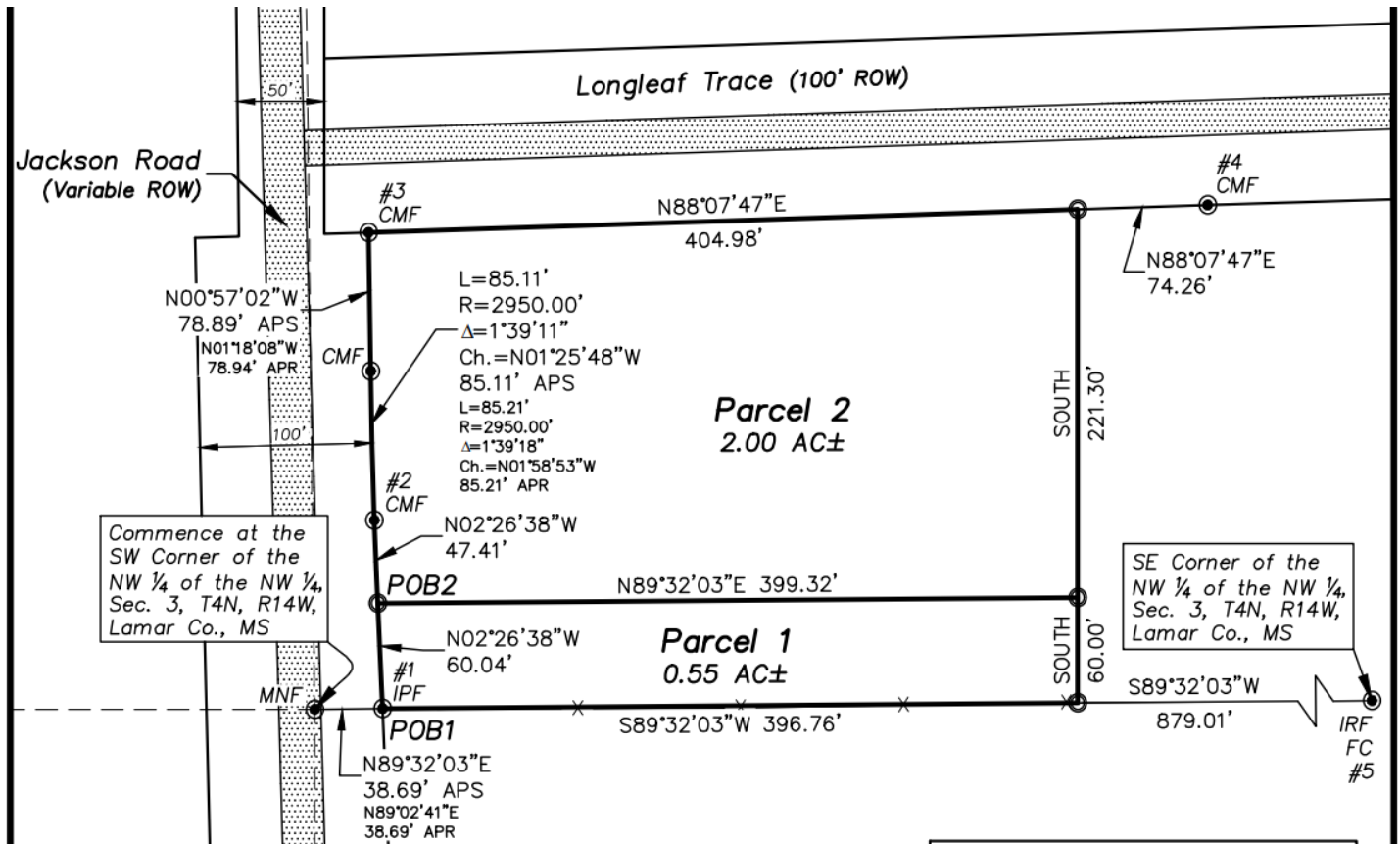
SURROUNDING AREA

**Longleaf Trace / Jackson Station
Facing West**



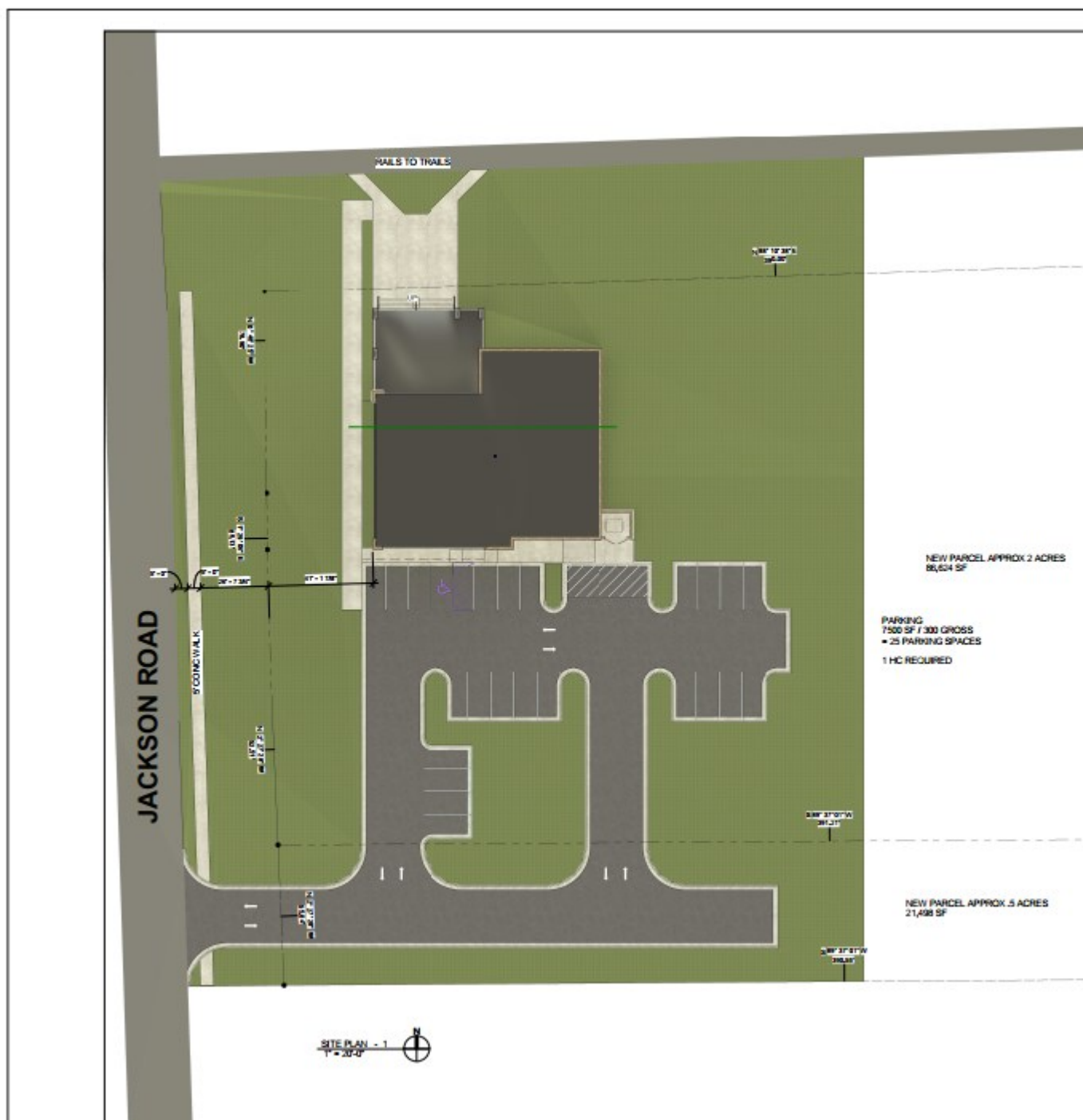
**Intersection of Longleaf Trace and
Jackson Road (Subject parcel on
right)**

Portion Requested for Rezone (partial of whole parcel)



Conceptual Site Plan

(not approved in site plan review)



Proposed Floor Plan



Conceptual Elevations



Conceptual Elevations



Rezoning Information (1 page)

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

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

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

There are two related requests coming before the Planning Commission regarding the proposal for this property - a rezoning request to B-2, and a conditional use request for a restaurant without a drive-thru, which would be located inside a bike shop (with bike repairs and a retail space of less than 10,000 sq. feet).

Although the proposal would be light commercial, it would exist more in the nature of a neighborhood amenity. The request would be to rezone 2.55 acres (of the 9.35-acre parcel), .55 of which would be for the new access road to the south of the parking lot.

There have been both changes in the character of the neighborhood as well as a public need for this proposed use which would justify the site currently zoned A-2, Agricultural Residential, to be re-zoned to B-2, Neighborhood Business.

These include:

- Longleaf Trace rails-to-trails project
- Re-alignment of Jackson road
- Development of nearby neighborhoods
- No bike shops or restaurants near Longleaf Trace

12.3.3.1 Compliance Required. Uses requiring Planning Commission approval, as noted in the Tables of Uses in Section 5 of this Code, shall be approved subject to this Section. Any application for such use must comply with all applicable standards that apply to similar uses and properties in the zoning district in general, the specific conditions listed for that use in Section 5, and the following criteria. Where conflicts exist, the Planning Commission shall determine which criteria apply on a case by case basis.

1. Does this application meet the conditions set forth in Section 5 for the requested use? If yes, please explain.

Yes. The site is currently zoned A-2, Agricultural Residential, but the proposed zoning classification is B-2, Neighborhood Business, with this conditional use request. Section 5, which contains Table 5.1, the Table of Uses, shows that all of the uses applicable to the proposed development may exist in a B-2 zone. Table 5.1 lists 1) Restaurant without drive-thru as a conditional use; 2) Retail of less than 10,000 sq. feet as permitted, with conditions, and 3) Repair Shop (small appliance, shoes, excluding gas engines) as permitted outright.

2. Describe the effects the proposed use of utilities and facilities will have on the community.

The applicant is in touch with City Engineering about the possibility of connecting to nearby centralized utilities which are thought to be along J. Ed Turner Drive, at the farthest. Septic tanks were considered in early discussions, but Applicant would be amenable to connecting to centralized sewer if legally permissible and economically feasible. This should not be a detriment to the utilities in use by the surrounding community.

3. Describe how the size of the site is appropriate for the proposed use.

The size is appropriate for the proposed development and use. Although the proposal would be light commercial, it would exist more in the nature of a neighborhood amenity on a relatively small, 2-acre area. The related rezoning request is to rezone only 2.55 acres of the 9.35-acre parcel, but .55 of that would be for the new access road to the south of the parking lot. The use would have minimal impact on The proposed development will be compatible with surrounding uses and will have minimal adverse impact on adjacent properties, though Applicant will consider screening and design suggestions from the Planning Commission and the City.

4. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? Yes.

If yes, please explain:

The proposed use is for a bike shop, including a repair shop, of less than 10,000 square feet which would include a restaurant with no drive-thru. The concept is to have a place along the Longleaf Trace multi-purpose trail where those who use the trail could stop either to enjoy a cup of coffee or a light menu, or to have access to a cycling retail center and bike shop. Thus, it is hoped this use would generate additional pedestrian and bicycle traffic, both from users of the Trace, as well as those who reside nearby. The use would also involve some automobile traffic, but drivers of cars are not intended to be the sole customers of the proposed use.

5. Will there be any elevation in the noise level resulting from this proposed use? No.

If yes, please explain:

6. What is the expected number of customers/employees per day? _____

~~While a retail bike shop and repair shop, together with a small restaurant, there would be a handful of employees needed, and it is hoped that . Such an amenity within the City of Hattiesburg along the Longleaf Trace would benefit the area as well as those using the multi-purposes trail.~~

7. Parking Requirements:

Commercial/Industrial: Paved parking will be provided for 23 vehicles, and
1 ADA vehicle(s); with 1 loading spaces.

For more information please reference the Land Development Code Section 12.3.3.2.

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____
OF THE CITY OF
HATTIESBURG, MISSISSIPPI
AN ORDINANCE CHANGING AND AMENDING THE
COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE
LAND DEVELOPMENT CODE ORDINANCE NO. 3209, AS AMENDED, OF THE CITY
OF HATTIESBURG, MISSISSIPPI TO DESIGNATE THE ZONING CLASSIFICATION
WITHIN AN ANNEXED AND UNZONED FOR AN UNDEVELOPED AREA ALONG J.
ED TURNER ROAD (A PORTION OF PARCEL 052B-03-004.105; PPIN 3378) TO B-2
(NEIGHBORHOOD BUSINESS).
BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI:

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

The character of the neighborhood has changed substantially so that rezoning is clearly justified, and there is a public need for the rezoning.

Said properties are described as follows:

Parcel 1

A parcel of land located in the NW ¼ of the NW ¼ of Section 3, Township 4 North, Range 14 West, Lamar County, Mississippi and being more particularly described as follows:

Commence at a mag nail found marking the SW Corner of the said NW ¼ of the NW ¼; thence North 89 degrees 32 minutes 03 seconds East along the south line of the said NW ¼ of the

NW ¼ for 38.69 feet to an iron pin found on the eastern right of way line of Jackson Road, said point also being the Point of Beginning; thence North 02 degrees 26 minutes 38 seconds West along said eastern right of way line for 60.04 feet to an iron pin set; thence North 89 degrees 32 minutes 03 seconds East for 399.32 feet to an iron pin set; thence South for 60.00 feet to an iron pin set on the said south line of the said NW ¼ of the NW ¼; thence South 89 degrees 32 minutes 03 seconds West along said south line for 396.76 feet back to the Point of Beginning. Said parcel contains 0.55 acres, more or less. Bearings in above description are based upon GPS Observation of Geodetic North.

Parcel 2

A parcel of land located in the NW ¼ of the NW ¼ of Section 3, Township 4 North, Range 14 West, Lamar County, Mississippi and being more particularly described as follows:

Commence at a mag nail found marking the SW Corner of the said NW ¼ of the NW ¼; thence North 89 degrees 32 minutes 03 seconds East along the south line of the said NW ¼ of the NW ¼ for 38.69 feet to an iron pin found on the eastern right of way line of Jackson Road; thence North 02 degrees 26 minutes 38 seconds West along said eastern right of way line for 60.04 feet to an iron pin set, said point also being the Point of Beginning; thence continue North 02 degrees 26 minutes 38 seconds West along said eastern right of way line for 47.41 feet to a concrete marker found; thence along said eastern right of way line along a curve to the right for 85.11 feet to a concrete marker found, said curve having a radius of 2,950.00 feet, an included angle of 01 degree 39 minutes 11 seconds and a chord of North 01 degree 25 minutes 48 seconds West for 85.11 feet; thence North 00 degrees 57 minutes 02 seconds West along said eastern right of way line for 78.89 feet to a concrete marker found on the southern right of way line of Longleaf Trace; thence North 88 degrees 07 minutes 47 seconds East along said southern right of way line for 404.98 feet to an iron pin set; thence South for 221.30 feet to an iron pin set; thence South 89 degrees 32 minutes 03 seconds West for 399.32 feet back to the Point of Beginning. Said parcel contains 2.00 acres, more or less. Bearings in above description are based upon GPS Observation of Geodetic North.

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

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

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

YEAS:

NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the _____ day of _____ A.D., 2023.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor,
this the _____ day of _____ A.D., 2023.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
February 1st, 2023**

The Hattiesburg Planning Commission did meet in a regular session on February 1st, 2023, at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Mark Miller, Chair, presided over the meeting. Staff utilized GoToMeeting, an online meeting, desktop sharing, and telephone/video conferencing platform to give Commissioners, petitioners, and the public the option to participate remotely. A quorum was indicated and the attendance was as follows:

Commissioners Present: Charles Dawe (via GoToMeeting)
Amy Hinton, Vice-Chair
Dick Conville
Jeff Keyseear
Elayne Lockett
Luke McNair
Mark Miller - Chair
Rhoda A. Pickett
Rebekah Ray
Michael Dickerson (via GoToMeeting)
Carlos Wilson (via GoToMeeting)

Commissioners Absent:

Also Present: Nathan Satcher, Planner
Wiley Quinn, Director of Urban Development
Jim Gladden, Esq.
Kevin Bates, Building Official
Russell Archer, Historic Planner

AGENDA REVIEW

There came the matter of the January 2023 Agenda. Commissioner Ray made a motion to accept the agenda, seconded by Commissioner Hinton. All members present were in favor.

MINUTES REVIEW

There came the matter of the January 4th, 2023 minutes. Commissioner Ray made a motion to approve, seconded by Commissioner Hinton. All members present were in favor of the changes.

REPORTS

BUILDING REPORT

Kevin Bates, Building Official, provided the Building Permit Report for January 2022. He shared there was a large number of roofing permits for an apartment complex. Also, there was a significant jump in commercial valuation which was mostly due to a midtown permit. No new single-family permits this month which he noted was unusual.

PLANNING REPORT

There came the matter of the Planning Report by Nathan Satcher, Planner. He shared that the Longleaf Village in the Avenues and the changes to Midtown form-based code was expected before the City Council on February 6th. Planning Commission is now going to meet at the City Council Chambers on their scheduled date and time. New staff members were introduced.

CHAIR'S REPORT

There came the matter of the Chair's Report. Chair Miller thanked Nathan and Russell for their support in the Planning Department and for covering the absence of Ginger Lowery. Updated copies of the Land Development Code were passed out to commissioners. The Chair recommended a review of the Mississippi Heritage Trust and talked about the information in the recent publication.

INTRODUCTIONS

The Commissioners introduced themselves.

PUBLIC HEARING – PLANNING COMMISSION

There came the matter of Items A & B (Establish the Zoning of Undeveloped Parcel on Jackson Road and to request a Conditional Use for Restaurant w/o Drive-through) presented by John Scanlin. Nathan Satcher first presented that the property was not zoned and needed to establish zoning. It is erroneously listed as A-2 on the GIS map. The applicant is looking to zone 2 of the 8 Acres, leaving the rest unzoned. Also noted, the site plan is conceptual only. Satcher also noted that there have been multiple letters of opposition and

support, all of which were provided to the members of the Planning Commission and are on file in the Planning Office at City Hall.

Jim Gladden answered questions about the conditional use and that if approved any substantial changes by the restaurant would require new site plan approval.

John Scanlon, representative for the case and attorney for Mr. Hood, is looking to establish the zoning for one partial part of the property. Currently, they do not own the property and will purchase and develop it upon approval. The applicant will run the bicycle shop. Initially, the applicant thought it was a rezone and upon review it was discovered to be an unzoned property. They then supplemented their application to coincide with legal requirements for the unzoned property. Since the property was unzoned, there is no window in to view change.

Unique to the property is that it has Lamar County jurisdiction to its west and south and that it has Hattiesburg to its north and west. 1,000 feet from the property is an industrially zoned area.

Activity along the trace is increasing. The Comprehensive Plan has an emphasis on bike paths, pedestrian paths, and connectivity along the Longleaf Trace. The public had a lot of input on the Comprehensive Plan. Also, the idea that the zoning is static and that there are ways to allow change, and that the Comprehensive plan and state law recognize this.

The zoning to the west with Lamar County has permitted uses such as shops, barns, car sheds, truck repair shops, sawmills, hunting clubs, body shops, auto salvage yards, septic tank yards, tattoo parlors, and several other non-neighborhood desirable uses. To the south is a mixed-use district that encourages 24-hour vitality, economic incentives, and merchandise sales. The restaurant is limited in capacity and is mostly a few bar stools. The applicant emphasized that as long as your project does not harm the comprehensive plan and does not vary in great detail, then it is considered by law to be in harmony with the Comprehensive Plan. Exhibit submitted of a petition with 180 signatures was added to the case file to be on record.

Chair Miller had questions about the nature of the applicant's outreach to the surrounding area. Mr. Scanlin replied that Mr. Hood had reached out to several people that had submitted objection letters. Mr. Scanlin then stated that he had reached out to every single person that had submitted a letter of objection except 1 that came in late the previous afternoon. Emails were sent to several opponents. Other outreach was sent to supporters.

Commissioner Hinton had questions about conversations with the city regarding traffic control because it is a major concern by opponents and herself. Mr. Scanlin stated that he had not had any conversations with the City regarding this topic; however, he is aware that there are some types of plans related to annexation. Mr. Scanlin also included statements that Mr. Hood would be willing to help with some concerns and that car drivers are not the only people expected to use this facility. Chair Miller emphasized that he bicycles through that area frequently and it does take breath holding to maneuver through the area. Commissioner Hinton emphasized that the Planning Commission will review traffic creation so that users are safe. Mr. Scanlin stated that the plans were conceptual.

Commissioner Dawe asked if it would make sense to propose traffic control now to prevent further delays. Chair Miller responded that it would make sense to do it in a discussion after the public comments concluded.

Commissioner McNair asks if the city owns the portion of the road between Jackson Road from the southern property line to J. Ed Turner. Nathan Satcher replied this portion of Jackson Road is controlled by the County and that he anticipates a well-received conversation regarding traffic measures.

Commissioner Conville asked what is the width of the right of way at that portion of Jackson Road. Nathan Satcher responded that a typical roadway width is 50-60 feet but was uncertain about the specifics of this site.

Sparky Walker spoke about the excitement of the Longleaf Trail and the accessibility of it. He spoke favorably about the trail and new accesses to it.

David Simpson spoke about the site and that the normal parking is chaotic. He is for the parking with the improvements that will come with the site.

Kelly O'Neal spoke about his cycling and that people are coming in from as far as Wisconsin. He is in favor of the project and believes it will enhance the trace. Had a question about the 4 lanes of Jackson Road.

Glen Edwards spoke that the trace has helped his health. Also, a new bike shop would be good for the support of bikers.

Shawn Harris spoke about being an avid outdoorsman and is trying to help with help of the Blue Ways and Geocaching. He said the reason no one rides west is that there is no place to ride to. He mentions architecture, bike lanes, and sidewalks over auto-centered design.

Lindsey Morris for the Shadow Ridge country club supports the development of the bike shop. States that the area is lacking parking and safety and this is supported.

John Eye Speaker spoke about the enjoyment of the trace but that this is not a good location for the area. He referenced the Comprehensive Plan and stated that long-term decisions are made based on the maps within it. Concerns about the remaining property and the property to the north. Discussed that this could be the first of many changes, which could lead to more rezoning.

Jeff Hammond believes this is a family and quality of life risk. He believes that commercial development will sacrifice home and family.

Jeff Scanlin spoke again about the Comprehensive Plan's guiding principles. He handed out an exhibit map detailing the objector's location as compared to the location of the project, also noting that the industrially zoned property is closer than any of the objectors. He noted that the supreme court looks at objectors and their standing about the proposed changes.

Chair Miller then closed the public hearing portion of the meeting. He then stated that he was bludgeoned by the legal arguments and had concerns about the vote and if it could be used as a precedent for other areas. He mentioned the idea of possibly tabling the project and looking at the bigger picture down the road. Questions were asked about inaction and the unzoned property. Nathan Satcher responded that it could force the city to establish zoning in the near future. Commissioner Ray made a motion to table the item with the understanding that they would try and move expeditiously as possible which was seconded by Commissioner Lockett. The discussion was brought up that the rest of the parcel would be unzoned. A roll call vote was then conducted.

Commissioners Voting Aye: Charles Dawe (via GoToMeeting)
Amy Hinton, Vice-Chair
Dick Conville
Jeff Keysear
Elayne Lockett
Luke McNair
Mark Miller - Chair
Rhoda A. Pickett
Rebekah Ray
Michael Dickerson (via GoToMeeting)
Carlos Wilson (via GoToMeeting)

Commissioners Voting Nay: None

There came the matter of Item B (To request a Conditional Use for a Restaurant without a Drive-through) This item needed to be tabled until Item A had a recommendation. Chair Miller then closed the public hearing portion of the meeting. Commissioner Hinton made a motion to table the item with the understanding that they would try and move expeditiously as possible which was seconded by Commissioner Conville. A roll call vote was then conducted.

Commissioners Voting Aye: Charles Dawe (via GoToMeeting)
Amy Hinton, Vice-Chair
Dick Conville
Jeff Keyseear
Elayne Lockett
Luke McNair
Mark Miller - Chair
Rhoda A. Pickett
Rebekah Ray
Michael Dickerson (via GoToMeeting)
Carlos Wilson (via GoToMeeting)

Commissioners Voting Nay: None

Then came item C, to approve or deny the conditional use for product wholesale in a B-3 zone. Nathan Satcher introduced the case.

Commissioner Ray asked questions about distance requirements for tobacco between certain types of uses. Nathan Satcher stated that those are state regulations, not the city.

Commissioner Conville asked about the location of a dispensary and that was purely a state regulation. Nathan Satcher stated that the Planning Commission was reviewing cases about medical cannabis that was adjacent to residential areas.

Chair Miller then opened the public hearing. Bill Wikstrom came to speak on behalf of his case. He mentioned that his company operates in west Hattiesburg. His proposed facility needs space for Wholesale and he has customers throughout the state. Chair Miller reminded everyone that we are not here to discuss the merits of the product but to focus on the wholesale aspect.

Commissioner Conville asked about the wholesale of CBD in addition to the vape product. Mr. Winstrom stated that he sells legal CBD and vape that is wholesaled.

Chair Miller asked if he had any retail intentions. Mr. Winstrom stated that the learning experience of the development process and that he purchased the building before knowing that there are zoning issues. He stated retail is not his core business model for this location. He stated that if he doesn't get the conditional use he may have to implement retail for this site. Chair Miller asked if this was appropriate for Hardy Street versus a highway and interstate area. Mr. Winstrom stated that this was the best option available.

Commissioner McNair asked if you were not to be granted the conditional use, would they proceed with retail? Mr. Winstrom stated he wouldn't have any other choice.

Commissioner Conville asked about the volume of truck traffic. Mr. Winstrom said the normal routine of box trucks a week and from time to time an 18-wheeler that would from time to time be heading out of state or overseas.

David Coghlan spoke about being employed by Mr. Winstrom and that he has done everything in his power to keep vaping away from children. They have helped to transition smokers and pass laws to keep vaping out of children's hands. Doesn't believe the site is set up for retail. Commissioner Conville asked about his current location, to which he responded that he was in Oak Grove on highway 11.

Jessica Thurmond spoke about Mr. Winstrom and that his products have improved her way of life. She stopped smoking and reduced her medication quantity. Mr. Conville asked about which products what was most helpful to which she responded that CBD and vaping had been most helpful.

Victoria Morgan spoke about the vape products helping her manage physical and mental health difficulties.

Commissioner Dawe had to leave the meeting.

Anna Fullan spoke about CBD products and the company steering her away from the use of vape products.

James Moore spoke on behalf of an advocates group and that he lost his son to an overdose and that he found paraphernalia in his room at various times. The city had closed these paraphernalia shops. Moore then changed that the city should not allow a conditional use as their current shop had violated the paraphernalia laws.

Michael Gilpin spoke that he questioned the medical benefits of the items presented.

Mary Dryden spoke about the facility not meeting with the neighborhood character.

Michael Powell spoke that the applicant contradicted himself in the documentation submitted.

Shawn Harris spoke on behalf of Hardy Street Baptist Church and they had made a considerable reinvestment into the community. Also, there was a concern about paraphernalia in the stores.

Bill Wikstrom yielded his rebuttal time to his attorney Andrew Hatten. Mr. Hatten spoke that there will be no drug paraphernalia at the store. The primary purpose is for wholesale. There may be some limited retail but just until the wholesale operation is open. Traffic concerns are limited based on the furniture store that was once there and that there would be no further traffic beyond what was there. They also spoke that there were no illegal substances on the premises. They also spoke to attempting to reach out to the public with limited support.

Commissioner Hinton spoke about the dedication to the clean operation from the applicant, she stated that the basis of her opinion was that Hardy Street is a retail and restaurants corridor and wholesale is not an appropriate use for this corridor and did not want to set a precedent on Hardy Street for this type of use. She made the motion to deny. Commissioner Ray seconded the motion.

Commissioners Voting Aye: Charles Dawe (via GoToMeeting)
Amy Hinton, Vice-Chair
Dick Conville
Jeff Keysear
Elayne Lockett
Luke McNair
Mark Miller - Chair
Rhoda A. Pickett
Rebekah Ray
Michael Dickerson (via GoToMeeting)
Carlos Wilson (via GoToMeeting)

Commissioners Voting Nay: None

Commissioners Absent: Charles Dawe (via GoToMeeting)

BUSINESS MEETING

Having no further business, Commissioner Hinton made a motion to adjourn. The motion was seconded by Commissioner Conville and the public meeting was adjourned at 3:55 PM.

Mark M. Miller, Chair

Nathan Satcher, Planner II

**MINUTES OF THE
SPECIAL CALLED MEETING OF THE
HATTIESBURG PLANNING COMMISSION
February 15th, 2023**

The Hattiesburg Planning Commission did meet in a special called session on February 15th, 2023, at 1:00 p.m. at the Hattiesburg Train Depot, 308 Newman Street, Hattiesburg, Mississippi. Mark Miller, Chair, presided over the meeting. Staff utilized GoToMeeting, an online meeting, desktop sharing, and telephone/video conferencing platform to give Commissioners, petitioners, and the public the option to participate remotely. A quorum was indicated and the attendance was as follows:

Commissioners Present: Amy Hinton, Vice-Chair
Dick Conville
Jeff Keysear (Via GoToMeeting)
Elayne Lockett
Luke McNair (Via GoToMeeting)
Mark Miller, Chair
Rebekah Ray
Michael Dickerson (via GoToMeeting)
Carlos Wilson (via GoToMeeting)

Commissioners Absent: Charles Dawe
Rhoda A. Pickett

Also Present: Cory Long, Planning Division Manager
Nathan Satcher, Senior Planner
Andrea Garcia, Planner I
Wiley Quinn, Director of Urban Development
Jim Gladden, Esq.

AGENDA REVIEW

There came the matter of the February 15th 2023 Agenda. Commissioner Ray made a motion to accept the agenda, seconded by Commissioner Hinton. All members present were in favor.

MINUTES REVIEW

There came the matter of the February 1st, 2023 minutes. Commissioner Ray made a motion to approve with edits she had provided to planning staff, seconded by Commissioner Hinton. All members present were in favor of the changes.

REPORTS

BUILDING REPORT

No building report was provided during this special called meeting.

PLANNING REPORT

There came the matter of the Planning Report by Nathan Satcher, Planner. He noted that the planning division had issued a memo to explore the remaining unzoned parcels in the city and provide an update to the Planning Commission as soon as possible. Satcher noted that there is also a traffic committee that the public can submit items for review on, and that he would have the traffic concerns on Jackson Road added to the next agenda. Cory Long, Planning Division Manager, noted the city is exploring having a court reporter present during Planning Commission Meetings, so as to assist in creating a record and the minutes.

CHAIR'S REPORT

Chair Miller reiterated that this was indeed a special meeting and wanted to assure that this would not regularly occur. He noted this was exceptional in that it was already delayed a month by no fault of the proponents or opponents of the case. He also noted that the traffic concerns on Jackson Road would be sent to Hattiesburg's Traffic Committee for their review.

INTRODUCTIONS

The commissioners and staff introduced themselves.

PUBLIC HEARING – PLANNING COMMISSION

There came the matter of Tabled Items A & B (Establish the Zoning of Undeveloped Parcel on Jackson Road and to request a Conditional Use for Restaurant w/o Drive-through) presented by John Scanlin. Nathan Satcher provided an overview of the request, and noted a project that was in the 2045 Hattiesburg-Petal-Forrest-Lamar MPO that would result in changes to this corridor if realized. The plan would add 4 lanes and a 4-lane roadway and serve as a portion of the Western Bypass Phase II improvement. The timeframe for the project is noted as 2036-2045. Commissioners asked questions on the logistics and location of the noted project in its relation to the request and Satcher clarified.

Chair Miller then noted that there had been adequate information discussed at the previous meeting, and he had no intention of reopening the public hearing portion of the meeting. He noted the first order of business was to remove the item from the table. Commissioner Hinton made a motion to remove item A from the table. Commissioner Conville seconded the motion. All present were in favor of the motion.

Commissioner Hinton asked if during this request only a portion of the parcel would be rezoned. Staff clarified that was correct, and they would not be able to address the remaining portions without proper due process, which had not been done for the remaining portion at this time. Chair Miller noted that the remaining portion would lend well to being zoned A-2, so as to fit in with the surrounding zonings. Satcher clarified that this would require to be presented before the Planning Commission. Commissioner Dickerson noted that rezoning the portion of this parcel could change how they vote on the additional parcel.

Commissioner Conville made a motion to approve item A, to establish the zoning of the parcel to B-2 and was seconded by Commissioner Lockett. A roll call vote was then conducted, however the commissioners did not note what the basis of the zoning change request was for.

Commissioners Voting Aye: Charles Dawe (via GoToMeeting)
Amy Hinton, Vice-Chair
Dick Conville
Jeff Keyseear
Elayne Lockett
Luke McNair
Mark Miller - Chair
Rhoda A. Pickett
Rebekah Ray
Michael Dickerson (via GoToMeeting)
Carlos Wilson (via GoToMeeting)

Commissioners Voting Nay: None

Commissioner Ray then made a motion to remove item B from the table (conditional use request) and was seconded by Commissioner Lockett. All present were in favor of the motion. Commissioner Conville asked for clarification on whether the conditional use request would go away if they did not move forward with the request. Mr. Satcher noted that if there is significant change to the proposed development, that may then require an additional conditional use request, as if business functions and operations were to change, the public should have some opportunity

to weigh in on those changes.

Commissioner Hinton asked for clarification on why the request was for a restaurant without a drive-through. Mr. Satcher noted that drive-throughs are not permitted in a B-2 and there was no indication by the applicant to establish a drive-through at this location at any point during their conversations with the City. Commissioner Hinton also asked for clarification on whether the restaurant was the primary use for the property. Mr. Satcher noted that the restaurant was an ancillary use to the bicycle shop. Commissioner McNair noted that the coffee shop may generate some additional trash, and explored some conditions that would help mitigate customers littering to go waste on the Longleaf Trace. Commissioner Hinton noted there are trash receptacles in the area of the development. Mr. Satcher noted that a condition placed on customers who were no longer at the business would be hard to enforce. He also noted that trash and waste solutions are also reviewed in site plan review, and they would be required to meet the minimum waste disposal requirements of the city.

Chair Miller noted that all parties, both for and against for this case, are Longleaf Trace enthusiasts. Commissioner Dickerson echoed that notion this is not a typical Hardy Street development and parties involved would have a desire to keep the property maintained. Commissioner Hinton made a motion to approve the conditional use request and was seconded by Commissioner Dickerson. Commissioner Hinton then noted that the commission did not identify a basis for approval for the first case. Chair Miller then noted they would conduct another vote for the first item with basis for approval identified. A roll call vote was then conducted for item B, the conditional use request.

Commissioners Voting Aye: Charles Dawe (via GoToMeeting)

Amy Hinton, Vice-Chair
Dick Conville
Jeff Keysear
Elayne Lockett
Luke McNair
Mark Miller - Chair
Rhoda A. Pickett
Rebekah Ray
Michael Dickerson (via GoToMeeting)
Carlos Wilson (via GoToMeeting)

Commissioners Voting Nay: None

Commissioners then returned to item A to clarify their basis of approval. Commissioner Conville made a motion to approve the zoning establishment, noting the character of the neighborhood had changed substantially and there is a public need for the zoning, and also due to annexation, as the property was never zoned after it was annexed into the city. Commissioner Lockett seconded the motion and a roll call vote was then conducted.

Commissioners Voting Aye: Charles Dawe (via GoToMeeting)
Amy Hinton, Vice-Chair
Dick Conville
Jeff Keysear
Elayne Lockett
Luke McNair
Mark Miller - Chair
Rhoda A. Pickett
Rebekah Ray
Michael Dickerson (via GoToMeeting)
Carlos Wilson (via GoToMeeting)

Commissioners Voting Nay: None

BUSINESS MEETING

Having no further business, Commissioner Conville made a motion to adjourn. The motion was seconded by Commissioner Pickett and the public meeting was adjourned at 1:58 PM.

Mark M. Miller, Chair

Nathan Satcher, Planner II



**Planning Commission
Case Fact Sheet**

Name of Petitioners: John P. Scanlon, representative, and Safari Timberlands, LLC

Address of Property:
Intersection of Jackson Road and the Longleaf Trace

	Tax Parcel	PPIN:	Ward:
A portion the parcel:	052B-03-004.105	33787	1

Request: Establish the zoning **B-2 and Conditional Use Request for Restaurant without drive-through in a B-2 Zone**

Purpose of Request: To consider a petition filed by John P. Scanlon, representative, and Safari Timberlands, LLC, owner, as required in the Land Development Code, Ord. No. 3209, to establish the zoning classification for a portion of an unimproved property located at the intersection of Jackson Road and the Longleaf Trace to B-2 Neighborhood Business District (Section 4.5.9) and to request a conditional use for "restaurant, without drive-through" in a B-2 Zone (Neighborhood Business District) contingent upon approval of the request to establish the zoning. (Parcel No. 052B-03-004.105; PPIN 33787, Lamar County, Ward 1)

Applicant Summaries: See Attached

Applicable Regulations:

SECTION 4

Zoning Districts Established

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

SECTION 5**Use Regulations**

Table 5.1 Table of Uses																
Use		Additional Use Conditions Cross Reference														
		Agricultural			Residential				Business				Industrial			
■	Permitted	A - 1	A - 2	R - 1A	R - 1B	R - 1C	R - 2	R - 3	B - 1	B - 2	B - 3	B - 4	B - 5	I - 1	I - 2	
□	Permitted with conditions															
◆	Conditional Use															
×	Not Permitted															
Restaurant, without drive-thru		×	×	×	×	×	×	×	◆	◆	□	□	□	□	□	5.4.36

5.4.36 – Conditions for Use for Restaurant without Drive-Through

5.4.36.5 All restaurants located within the B-1 and B-2 districts shall be limited to a capacity of 80 seats.

5.4.36.6 All restaurants that abut residential districts shall be screened entirely from view of adjacent residential properties by an opaque fence and/or vegetative screen to a minimum height of six feet. Such screen shall meet the minimum height requirement at the time of issuance of a certificate of occupancy.

Present Zoning:

The parcel does not have an established zoning

Present Use:

Vacant / Undeveloped

Future Land Use:

Neighborhood Conservation District 2

Surrounding Zoning and Land Use:

North: R-1A Single-Family Residential (across from Longleaf Trace)

South: Outside of City Limits

East: A-2 General Agricultural

West: Outside of City Limits

Letters or**Concerns stated:**

The Planning Division Office has received multiple statements from neighboring residents voicing their concerns in regard to the rezoning request. Those letters are included in this report.

History / Background:

The applicant met with staff in Pre-Application to discuss the development of a bike shop/bike retail store with an added coffee shop/restaurant component. The intent of the applicant is to integrate in with the Longleaf Trace and provide additional amenities that complement its uses. Staff discussed zoning options, where B-2 or B-3 would meet the minimum zoning requirements for the intended uses. The minimum zoning required for the intended uses is a B-2, but requires a conditional use for the restaurant

John P. Scanlon, representative, and Safari Timberlands, LLC
Request for: **Establish Zoning to B-2 and Conditional Use Request for Restaurant**

component. A B-2 Zoning is considered less impactful and less intensive use than a B-3 zone, and reduces the number of allowable uses compared to a B-3 or higher zoning.

The applicant is only seeking to rezone a portion of the parcel (PPIN 33787), approximately 2 acres and intends to leave an easement on the southern portion of the property for future connectivity into the eastern portion of the parcel. The applicant has provided a conceptual site plan and architectural renderings for the proposed development which is included in this report. Planning Commission should consider the justification of a commercial zone at this intersection of Jackson Road and Longleaf Trace if it were to be approved.

The conditional use request is contingent upon approval of establishing the zoning to B-2. Planning Commission should consider the approval criteria for a conditional use request (listed below) as it relates to this development.

Note: This item previously appeared on the January 2023 Agenda to change the zoning of the parcel. Staff later discovered that the zoning had never been established following its annexation into the City of Hattiesburg and it was removed from the January agenda and noticed and posted as establishing the zoning for the parcel for the February agenda.

Option (A):

Approve or Deny

Basis for approval (Zoning Change):

- I. There was a mistake in the original zoning
- II. The character of the neighborhood has changed substantially so that rezoning is clearly justified and there is a public need for the rezoning
- III. Annexation

Conditional Use Request

Option (B):

Approve or Deny.

12.3.3.2 Additional Approval Criteria. In addition to the standards [5.4.36], the applicant for a request for the Planning Commission to approve a use shall be required to demonstrate that his/her proposal addresses the following additional requirements, except that the Planning Commission may waive any one or more criteria that it determines are not applicable based upon the expected impact of the proposal.

- i. Determination that adequate public facilities and services will be available concurrent with the impacts of the development as evidenced by letters of sufficiency from utilities and schools and a determination by the city

John P. Scanlon, representative, and Safari Timberlands, LLC

Request for: **Establish Zoning to B-2 and Conditional Use Request for Restaurant**

engineer that the available capacity of existing streets can safely provide access to the site.

ii. The proposed development will be compatible with surrounding uses and will protect adjacent properties through the following measures:

- Protection of privacy. The proposed plan shall provide reasonable visual and auditory privacy for all dwelling units located within and adjacent to the site. Fences, walls, barriers and / or vegetation shall be arranged to protect and enhance the property and to enhance the privacy of on-site and neighboring occupants.
- Protection of use and enjoyment. The proposed plan shall be designed and arranged to have minimal negative impact on the use and enjoyment of adjoining property.
- Compatible design and integration. The use meets all design criteria required by this Code that apply and is designed to integrate well both on and off site.

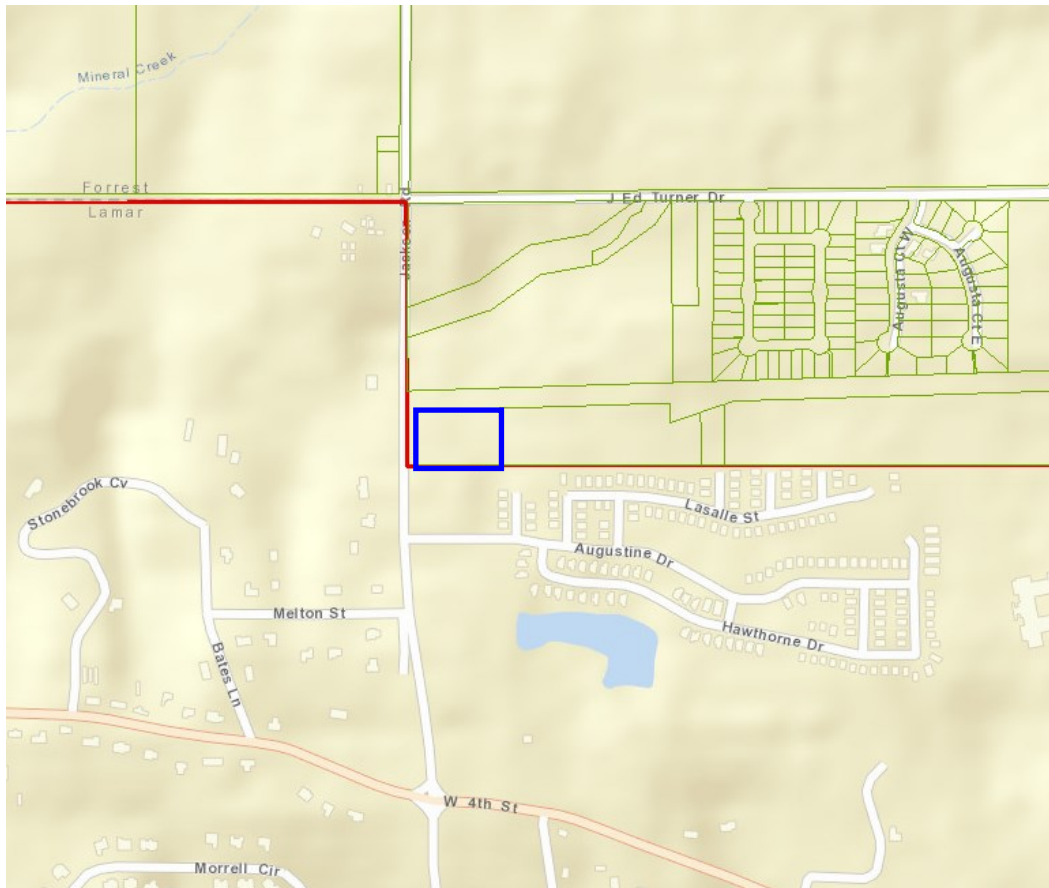
SUBJECT PARCEL:

Intersection of Jackson Road and Longleaf Trace

John P. Scanlon, representative, and Safari Timberlands, LLC, owner The petitioners request to establish the zoning classification for a portion of an unimproved property located at the intersection of Jackson Road to B-2 Neighborhood Business District (Section 4.5.9) and to request a conditional use for “restaurant, without drive-through” in a B-2 Zone (Neighborhood Business District) contingent upon approval of the rezoning request.



Vicinity Map—Ward 1



Surrounding Zoning (Subject parcel for request not zoned)



Site Aerial



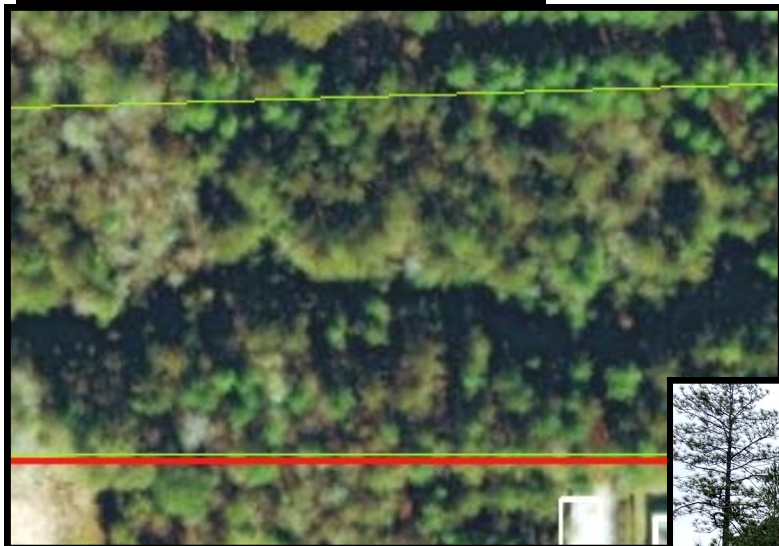
SURROUNDING AREA

Northern Direction: R-1A

Single-Family Residential



Southern Direction: Outside of City Limits



Eastern Direction: A-2 Agricultural Residential—Undeveloped

Western Direction: Outside of City Limits



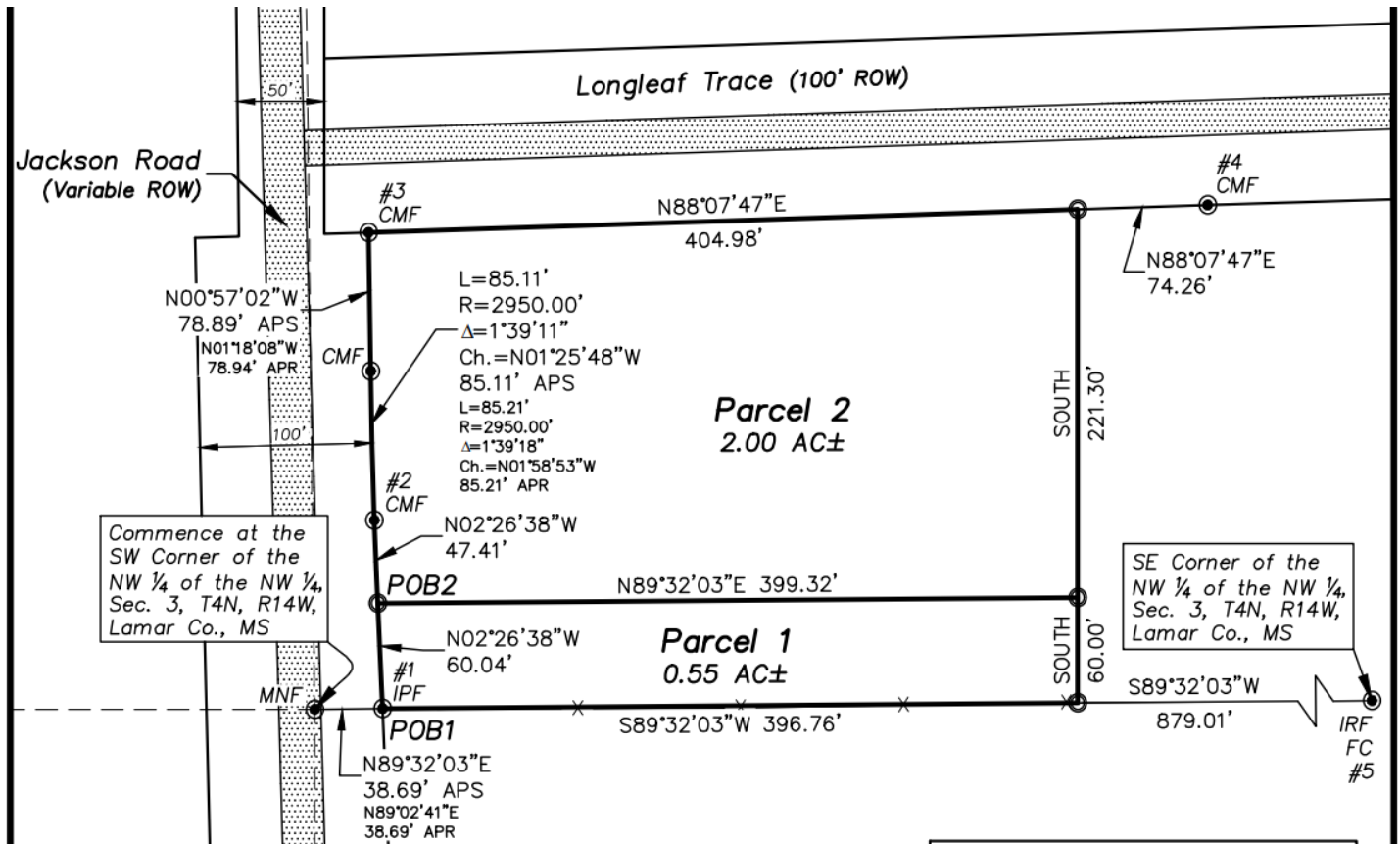
SURROUNDING AREA

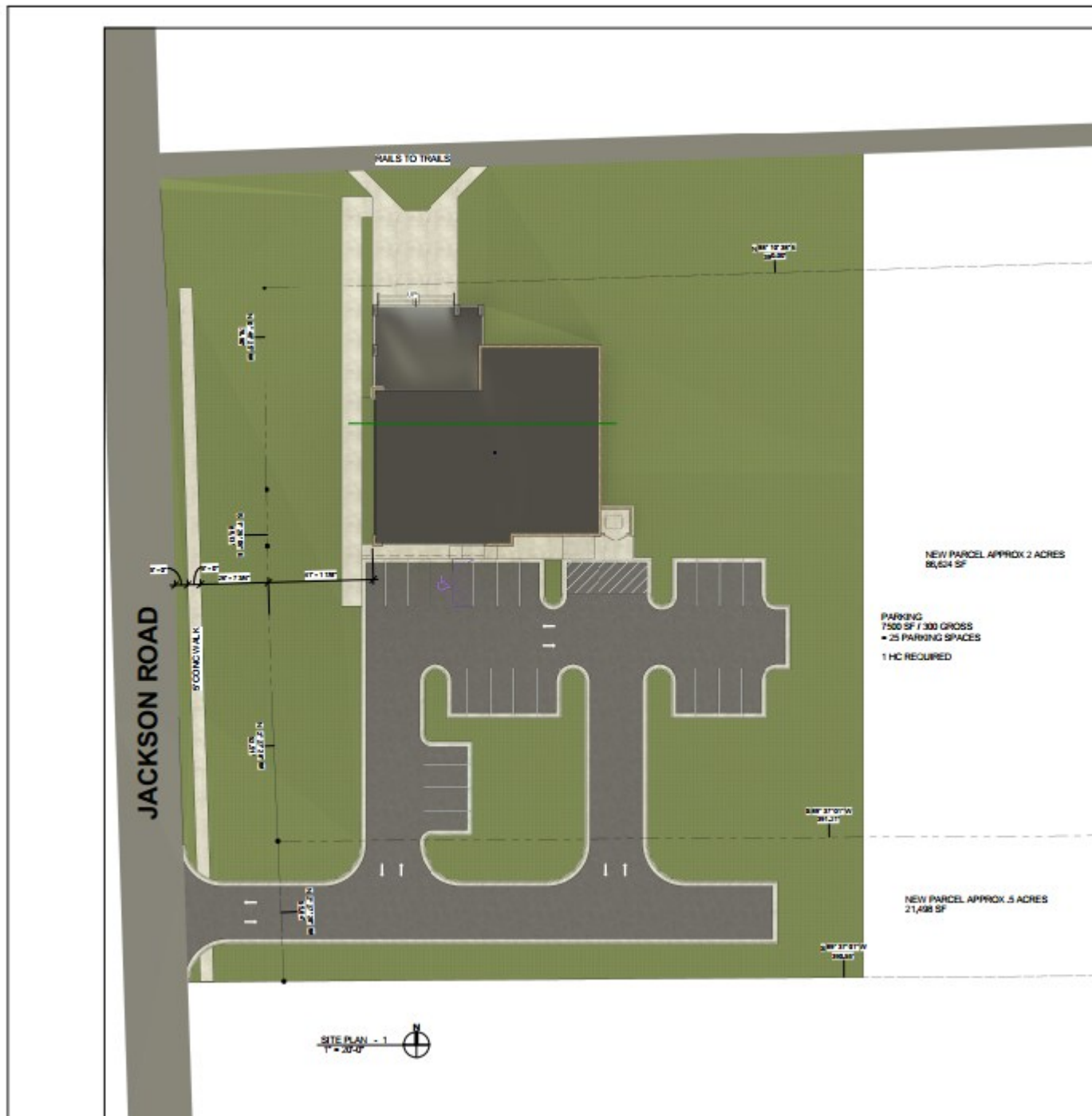
**Longleaf Trace / Jackson Station
Facing West**



**Intersection of Longleaf Trace and
Jackson Road (Subject parcel on
right)**

Portion Requested for Rezone (partial of whole parcel)





Proposed Floor Plan



Conceptual Elevations



Conceptual Elevations



Rezoning Information (1 page)

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

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

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

There are two related requests coming before the Planning Commission regarding the proposal for this property - a rezoning request to B-2, and a conditional use request for a restaurant without a drive-thru, which would be located inside a bike shop (with bike repairs and a retail space of less than 10,000 sq. feet).

Although the proposal would be light commercial, it would exist more in the nature of a neighborhood amenity. The request would be to rezone 2.55 acres (of the 9.35-acre parcel), .55 of which would be for the new access road to the south of the parking lot.

There have been both changes in the character of the neighborhood as well as a public need for this proposed use which would justify the site currently zoned A-2, Agricultural Residential, to be re-zoned to B-2, Neighborhood Business.

These include:

- Longleaf Trace rails-to-trails project
- Re-alignment of Jackson road
- Development of nearby neighborhoods
- No bike shops or restaurants near Longleaf Trace

12.3.3.1 Compliance Required. Uses requiring Planning Commission approval, as noted in the Tables of Uses in Section 5 of this Code, shall be approved subject to this Section. Any application for such use must comply with all applicable standards that apply to similar uses and properties in the zoning district in general, the specific conditions listed for that use in Section 5, and the following criteria. Where conflicts exist, the Planning Commission shall determine which criteria apply on a case by case basis.

1. Does this application meet the conditions set forth in Section 5 for the requested use? If yes, please explain.

Yes. The site is currently zoned A-2, Agricultural Residential, but the proposed zoning classification is B-2, Neighborhood Business, with this conditional use request. Section 5, which contains Table 5.1, the Table of Uses, shows that all of the uses applicable to the proposed development may exist in a B-2 zone. Table 5.1 lists 1) Restaurant without drive-thru as a conditional use; 2) Retail of less than 10,000 sq. feet as permitted, with conditions, and 3) Repair Shop (small appliance, shoes, excluding gas engines) as permitted outright.

2. Describe the effects the proposed use of utilities and facilities will have on the community.

The applicant is in touch with City Engineering about the possibility of connecting to nearby centralized utilities which are thought to be along J. Ed Turner Drive, at the farthest. Septic tanks were considered in early discussions, but Applicant would be amenable to connecting to centralized sewer if legally permissible and economically feasible. This should not be a detriment to the utilities in use by the surrounding community.

3. Describe how the size of the site is appropriate for the proposed use.

The size is appropriate for the proposed development and use. Although the proposal would be light commercial, it would exist more in the nature of a neighborhood amenity on a relatively small, 2-acre area. The related rezoning request is to rezone only 2.55 acres of the 9.35-acre parcel, but .55 of that would be for the new access road to the south of the parking lot. The use would have minimal impact on The proposed development will be compatible with surrounding uses and will have minimal adverse impact on adjacent properties, though Applicant will consider screening and design suggestions from the Planning Commission and the City.

4. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? Yes.

If yes, please explain:

The proposed use is for a bike shop, including a repair shop, of less than 10,000 square feet which would include a restaurant with no drive-thru. The concept is to have a place along the Longleaf Trace multi-purpose trail where those who use the trail could stop either to enjoy a cup of coffee or a light menu, or to have access to a cycling retail center and bike shop. Thus, it is hoped this use would generate additional pedestrian and bicycle traffic, both from users of the Trace, as well as those who reside nearby. The use would also involve some automobile traffic, but drivers of cars are not intended to be the sole customers of the proposed use.

5. Will there be any elevation in the noise level resulting from this proposed use? No.

If yes, please explain:

6. What is the expected number of customers/employees per day? _____

~~While a retail bike shop and repair shop, together with a small restaurant, there would be a handful of employees needed, and it is hoped that . Such an amenity within the City of Hattiesburg along the Longleaf Trace would benefit the area as well as those using the multi-purposes trail.~~

7. Parking Requirements:

Commercial/Industrial: Paved parking will be provided for 23 vehicles, and
1 ADA vehicle(s); with 1 loading spaces.

For more information please reference the Land Development Code Section 12.3.3.2.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Cory Long, Planning Administrator, Nathan Satcher, Planner II
cc: Ann Jones
Date: Tuesday, April 18, 2023
Re: Adopt an Ordinance for the petition filed by Trace 4th Street, LLC.owner, to request a variance from section 10.6 Signs – for a minimum of “79 feet” of frontage where 150 feet is required for a proposed on-premise monument sign for property located at 1015 Main St (Forrest County, Ward 2). The Board of Adjustment Recommended to Approve on April 5, 2023.
File Number: 2023-246
Minute Book #

Summary

A petition has been filed by Trace 4th Street, LLC.owner, as required in the Land Development Code, Ord. No. 3209, to request a variance from section 10.6 Signs – monument sign “Minimum 150’ frontage on any premises for a freestanding sign” and instead allow for a minimum of “79 feet” frontage for a variance of 71 feet for a proposed on-premise monument sign. property located at 1015 Main St (Parcel No.: 2-029G-03-529.00; PPIN 18827, Forrest County, Ward 2) The Board of Adjustment Recommended to Approve on April 5, 2023.

Recommendation Statement

Please place this on the April 18, 2023 City Council meeting for consideration.

BOA April 2023: Item A
 Chad Edmonson, Representative, and Trace 4th Street LLC, Owner
 Request for: **Freestanding sign minimum frontage variance**



URBAN DEVELOPMENT PLANNING DIVISION

Board of Adjustment Case Fact Sheet

Name of Petitioners: Chad Edmonson, Representative, and Trace 4th Street LLC, Owner

Address of Property: 1015 Main St
Tax Parcel: 2-029G-03-529.00
PPIN: 18827
Ward: 2

Request: Freestanding sign minimum frontage variance

Purpose of Request: To request a variance from section 10.6, Table 10.6-2 "Minimum 150' frontage for any on premises freestanding sign", and instead allow a setback of minimum "79 feet" frontage for a variance of 71 feet for the property located at 1015 Main St (Parcel No. 2-029G-03-529.00, PPIN 18827, Forrest County, Ward 2).

Applicant Summary: See Attached

Applicable Regulations:

SECTION 10 Table 10.6-2 – Dimensional Requirements By Sign Type

Table 10.6 - 2 Dimensional Requirements By Sign Type					
Sign Type	Sign Height/Width (max)	Sign Message Area (max) (sq. ft.)	Setback (min.)		Additional Criteria
			Front	Side	
On Premises Signs Freestanding					
Monument Sign	10'/None	All applicable zones except I-1 and I-2 – 50 square feet;	5'	15'	1 per 500' of parcel street frontage /2 on <u>corner lot</u> (1 per street) with 150' min. frontage for any on premises freestanding sign; bottom edge of message area is min 18" and max 30" above ground; dimensions include multitenant signs
		For I-1 and I-2 – 72 square feet			

Present Zoning: B-2 Neighborhood Business District

Present Use: Restaurant, without drive-through (Conditional Use granted by City)

BOA April 2023: Item A
Chad Edmonson, Representative, and Trace 4th Street LLC, Owner
Request for: **Freestanding sign minimum frontage variance**

Council in December 2021)

Future Land Use: Neighborhood Business Corridor

**Surrounding Zoning:
and Land Use:**

North: B-2 Neighborhood Business District
South: B-2 Neighborhood Business District
East: R-1A Single-Family Residential District
West: B-2 Neighborhood Business District

**Letters or
Concerns stated:**

The Planning Division Office has not received any letters or other written communications relative to this case as of March 24th, 2023.

History / Background:

The applicant is requesting a monument sign for a property that does not have a minimum street frontage of 150'. Staff discussed different options for signage with the applicant, including wall signage, projecting signs, awning signs, and marquee signs, all of which are connected to the primary structure, and not freestanding. The applicant was unable to identify a solution for their proposed signage needs and identified a monument sign as their best solution.

The monument sign has already been approved by the Hattiesburg Historic Conservation Commission, as this property lies within the North Main Historic District. The approval is contingent upon the granting of a variance for the monument sign, and meeting all other permitting requirements for said type of signage.

Sign control and regulations are necessary to protect the beauty, character, economic, and aesthetic value of land and to protect the safety, welfare, and public health of citizens. Minimum lot widths for freestanding signs are also in place to protect communities, in that they prevent the establishment of free-standing signs on narrow lots. Minimum lot widths prevent the landscape from becoming cluttered with signs.

Basis for Approval (12.4.1.1):

I. Hardship.

- The hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant.
- There are exceptional conditions creating an undue hardship applicable only to the property involved or the intended use which do not apply generally to the other land areas or uses within the same zoning district.

II. Special Privilege. A variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district.

III. Literal Interpretation. The literal interpretation of the provisions of the regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant.

BOA April 2023: Item A

Chad Edmonson, Representative, and Trace 4th Street LLC, Owner

Request for: **Freestanding sign minimum frontage variance**

- IV. Reasonable Use. The applicant cannot make reasonable use of the property without the requested variance.
- V. Minimum Required. The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.
- VI. Conformance with the Purposes of this Code. The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.

SUBJECT PARCEL: 1015 Main St

Trace 4th Street, LLC (Owner), Chad Edmonson (Representative)

The petitioners request a variance from section 10.6 (Monument Sign) “Minimum 150’ frontage for any on premises freestanding sign” for B-2, and instead allow a minimum setback of “79 feet” frontage for a variance of 71 feet for a proposed on-premise monument sign.

The property is located at 1015 Main St (PPIN 18827, Forrest County, Ward 2)



Vicinity Map : Ward 2



Zoning: B-2



Site Aerial



Surrounding Area



Northern Direction: R-1A, R-1C



Southern Direction: B-2



Eastern Direction: R-1A

Vacant Lot

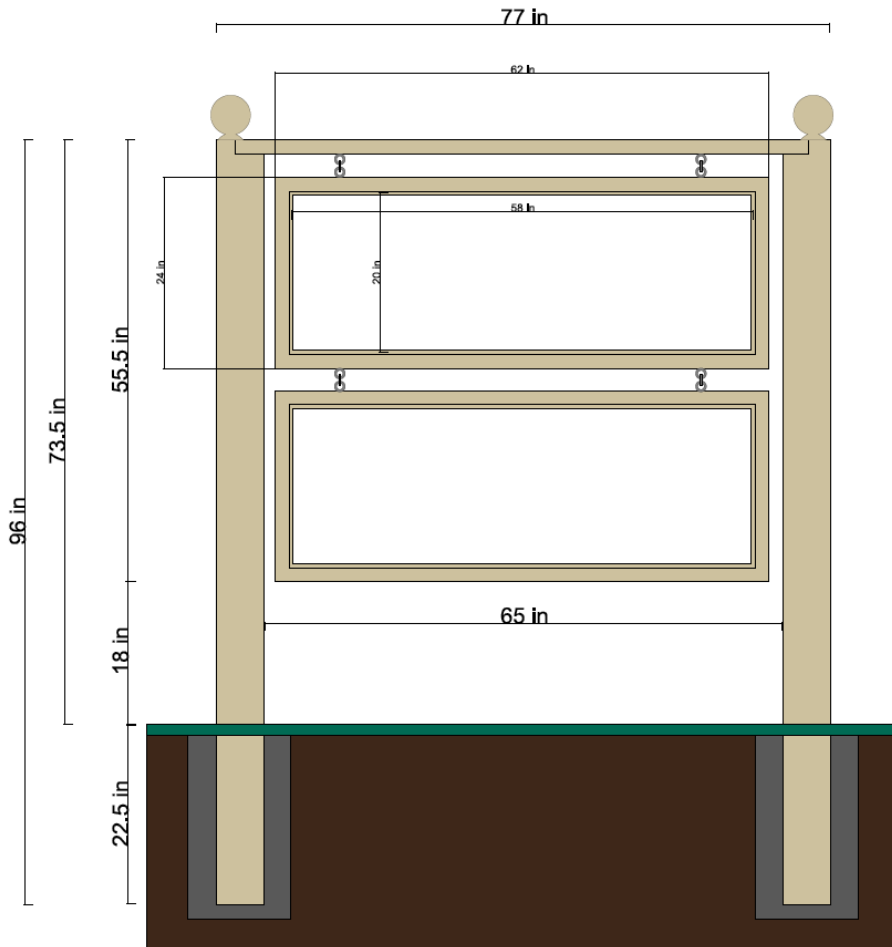


Western Direction: B-2, R-1A

Longleaf Trace (Entrance)

Proposed Sign and Location

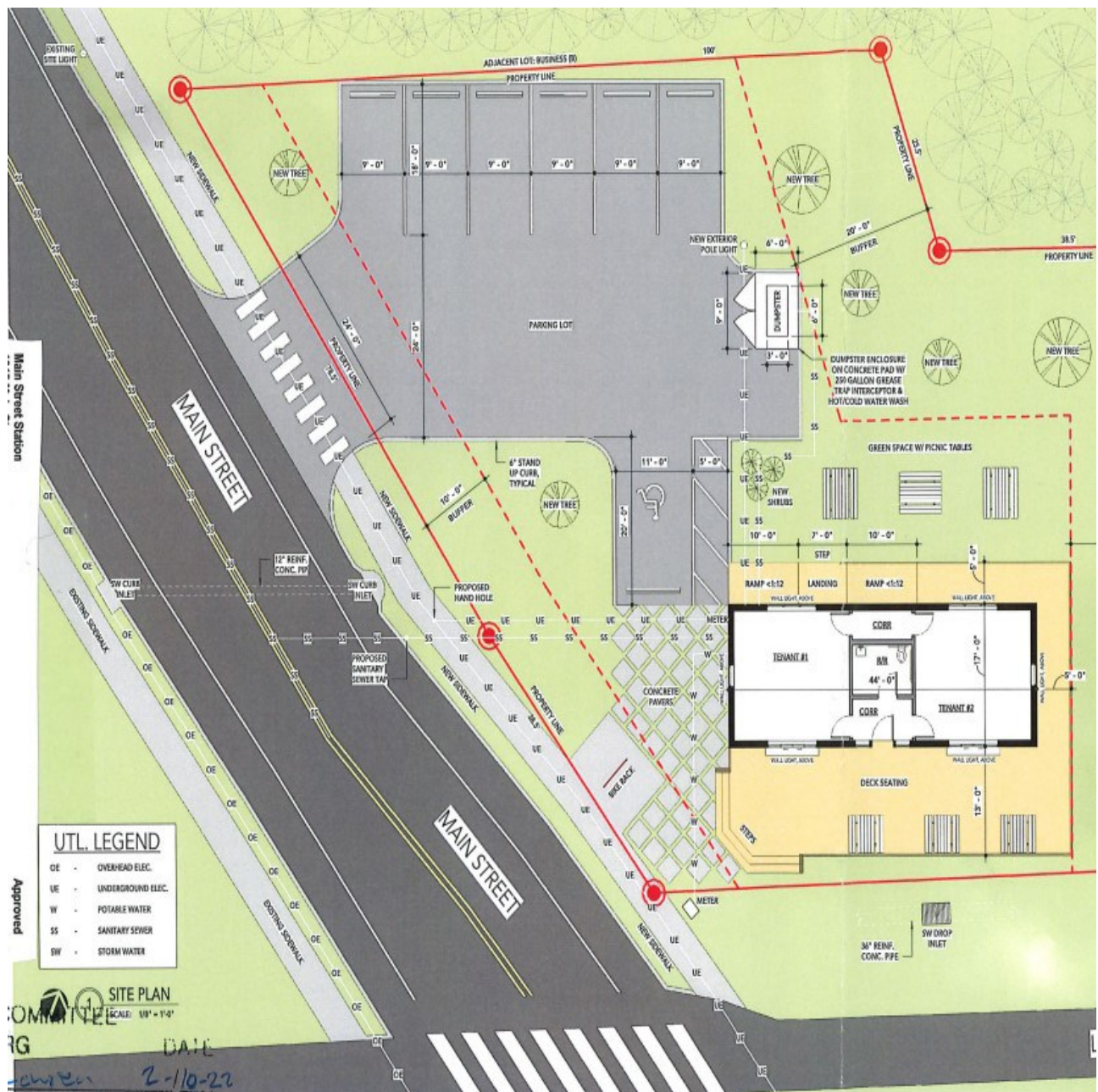
Proposed Monument Sign with two tenant panels



Proposed Location of Monument Sign



Site Plan



**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG BOARD OF ADJUSTMENT
April 5th, 2023**

Board Members Roll Call:

Members Present:

1. Shawn Harris, Chair
2. Bruce Betts
3. Bernard Green
4. James Trussell
5. Lucy Parkman
6. Brandon Williams (Via Telephone)

Members Absent

1. Jessica Cathey
2. Dick Conville
3. James Hughes
4. Stacey Ready
5. Vacant Position

Staff Present:

1. Wiley Quinn, Director of Urban Development
2. Jim Gladden, Esq.
3. Cory Long, Planning Manager
4. Russell Archer, Historic Preservation Planner

Shawn Harris, Chair, declared the Hattiesburg Board of Adjustment meeting open and in session at 3:49 PM.

AGENDA REVIEW

The April 2023 Agenda was reviewed.

Motion:

Green made the motion to amend and approve the agenda by moving the public hearing portion to the next item due to delays in obtaining a quorum

Second:

Parkman

Vote:

Board Member	Yea	Nay	Other
Shawn Harris, Chair	X		
Bruce Betts	X		
Bernard Green	X		
James Trussell	X		
Lucy Parkman	X		
Brandon Williams (Via Telephone)	X		

MINUTES REVIEW

The February 1st, 2023 minutes needed a correction along the lines of a vote taken. The item will be correct and brought back for signatures.

Motion:

Trussell made the motion to amend the minutes with corrections and approve

Second:

Green

Vote:

Board Member	Yea	Nay	Other
Shawn Harris, Chair	X		
Bruce Betts	X		
Bernard Green	X		
James Trussell	X		
Lucy Parkman	X		
Brandon Williams (Via Telephone)	X		

BUSINESS MEETING

1. Planning Report: The planning department provided a report of the last items to come before the Board and their status. Issues of upcoming topics such as subdivisions, code changes, and By-Laws for the committee were discussed.
2. Chair's Report: The chairman discussed the importance of their positions and timeliness of attendance.

INTRODUCTIONS

Were skipped because the agenda item was taken out of order as originally presented.

PUBLIC HEARING – BOARD OF ADJUSTMENT

Item A:

A petition has been filed by Trace 4th Street, LLC.owner, as required in the Land Development Code, Ord. No. 3209, to request a variance from section 10.6 Signs – monument sign “Minimum

150' frontage on any premises for a freestanding sign” and instead allow for a minimum of “79 feet” frontage for a variance of 71 feet for a proposed on-premise monument sign. property located at 1015 Main St (Parcel No.: 2-029G-03-529.00; PPIN 18827, Forrest County, Ward 2)

Comments:

The planning staff introduced the case. Comments were made by the planning staff that the variance is over the allowance of a sign based on road frontage and that the sign's location and design are not the case's subject matter unless the board wishes to require conditions. Site visibility came up and it was discussed the sign may have to be adjusted on-site for visibility purposes if approved and the applicant agreed. Sign design was approved by the historic preservation commission and the applicant would have to hold to the design presented unless a modification was approved.

Presented by:

1. Chad Edmonson

Proponents:

1. None

Opponents:

1. None

Motion:

Green made the motion to approve based on hardship and reasonable use.

Second:

Parkman

Vote:

Board Member	Yea	Nay	Other
Shawn Harris, Chair	X		
Bruce Betts	X		
Bernard Green	X		
James Trussell	X		
Lucy Parkman	X		
Brandon Williams (Via Telephone)	X		

BUSINESS MEETING

No items were presented in the business meeting.

Adjournment:

The meeting was adjourned at 4:18 PM

Motion:

Trussell

Second:

Betts

Vote:

Board Member	Yea	Nay	Other
Shawn Harris, Chair	X		
Bruce Betts	X		
Bernard Green	X		
James Trussell	X		
Lucy Parkman	X		
Brandon Williams (Via Telephone)	X		

Shawn Harris, Chair

Cory Long, AICP, Planning Division Manager



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones
cc:
Date: Tuesday, April 18, 2023
Re: Adopt a Resolution supporting the Hattiesburg Housing Authority for the redevelopment of Briarfield Homes.
File Number: 2023-252
Minute Book #

Summary

Adopt a Resolution supporting the Hattiesburg Housing Authority for the redevelopment of Briarfield Homes.

Recommendation Statement

I recommend that this item be added to the Council agenda for review.

Please place this on the April 18, 2023 City Council meeting for consideration.

RESOLUTION

WHEREAS, the City of Hattiesburg is committed to supporting affordable housing initiatives that improve the quality of life for all residents; and

WHEREAS, Briarfield Homes is a public housing development that has served the Hattiesburg community for over 80 years, having been built around 1940; and

WHEREAS, the Briarfield Homes site is in need of redevelopment to provide modern, safe, and affordable housing options for low-income families in the area; and

WHEREAS, the Housing Authority of the City of Hattiesburg (HHA) has proposed a redevelopment plan for Briarfield Homes that includes the demolition of the existing units and the construction of new, high-quality affordable housing units that meet modern standards for accessibility, energy efficiency, and environmental sustainability; and

WHEREAS, the Briarfield Homes site is located adjacent to the historic downtown district of Hattiesburg, presenting an opportunity for economic development through the creation of new affordable housing options in close proximity to downtown businesses and amenities; and

WHEREAS, the City of Hattiesburg has been awarded HOME funds from the U.S. Department of Housing and Urban Development to support affordable housing initiatives in the City; and

WHEREAS, the City of Hattiesburg recognizes the importance of ensuring the success of the redevelopment of Briarfield Homes by the Hattiesburg Housing Authority and believes that the contribution of a portion of HOME funds is needed to support this effort if approved and authorized by HUD.

NOW, THEREFORE, BE IT RESOLVED by the governing authority of the City of Hattiesburg that:

Section 1. The City requires that the HOME funds will be used in accordance with all applicable regulations and requirements set forth by the U.S. Department of Housing and Urban Development.

Section 2. The City acknowledges that the proposed utilization of HOME program funds by the Hattiesburg Housing Authority for the redevelopment of Briarfield Homes is consistent with the City's comprehensive plan and supports the efforts of the City's Department of Urban Development and the Housing Authority to carry out initiatives that promote affordable housing options.

Section 3. This resolution shall take effect immediately upon adoption.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the resolution adopted, this the 18th day of April, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 18th day of April 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, April 18, 2023

Re: Adopt a Resolution declaring certain vehicles as surplus (per attached list) and authorize disposal or sale of said vehicles ; authorize removal of vehicles from the inventory of the Hattiesburg Fire Department .
File Number: 2023-258
Minute Book #

Summary

Recommendation Statement

Please place this on the April 18, 2023 City Council meeting for consideration.

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **18th day of April 2023**, the following Resolution:

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines the following vehicles, as per attached list, is no longer needed for municipal or related purposes and is not to be used in the future operation of the City; and

WHEREAS, the governing authorities of the City of Hattiesburg are authorized and empowered in their discretion to dispose of said vehicles in accordance with appropriate Miss Code statues.

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

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Hattiesburg City Council does hereby declare surplus the following vehicles, as per attached memo, and authorized disposal or sale of said vehicles.

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

YEAS:

NAYS:

The President thereby declared the motion carries and the Resolution adopted, on this the 18th day of April, A.D., 2023.

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the mayor, on this the 18th day of April, A.D., 2023.

ATTEST:

ADOPTED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Russell Archer
cc: Ann Jones
Date: Tuesday, April 18, 2023
Re: Approve Request for designation of Recognized Historic Landmark Status for the property located in the public right-of-way at Hardy St. and S. 22nd Ave., commonly known as the Parkhaven Arch.
File Number: 2023-257
Minute Book #

Summary

Approve or Deny the designation of Recognized Historic Landmark Status for the structure commonly known as the "Parkway Arch". The Hattiesburg Historic Conservation Commission voted to recommend designation on March 8, 2023.

Recommendation Statement

Please place this on the April 18, 2023 City Council meeting for consideration.



City of Hattiesburg

Historic Conservation Commission
P.O. Box 1898 Hattiesburg, MS 39403
Phone: (601) 554-1031 Fax: (601) 545-1962
www.hattiesburgms.com

Office Use Only

Received by _____

Date received _____

Complete _____

HCC review _____

Action _____

Council review _____

Council action _____

Serial No. _____

Application for Landmark Status

Hattiesburg Historic Conservation Commission

Section A: General Information

NOTE: Landmarks are classified into two categories — Recognized Landmarks and Protected Landmarks. Recognized Landmarks typically have a cultural or social significance. Protected Landmarks have an architectural, archaeological or natural significance.

Landmark status you are applying for: ☒ Recognized ☐ Protected

1. Street Address of Proposed Landmark

Hardy Street at S. 22nd Ave.

2. PPIN (if known)

N/A

3. Applicant's Name

City of Hattiesburg

7. Property Owner

City of Hattiesburg

4. Street Address

8. Street Address

200 Forrest St., Hattiesburg, MS 39401

5. Phone

9. Phone

601-545-4601

6. E-mail

10. E-mail

mayor@hattiesburgms.com

Section B: Descriptive Information

11. Date of construction (if not known, approximate date). *Note: Property must be at least 50 years old; or, if less than 50 years old, must have exceptional historic significance.*

1926

15. Classification of Property:

☐ Private

☐ Public-State

☒ Public-local

☐ Public-Federal

12. Dates of changes or additions if known:

Restored in 1982 and, subsequently, general repairs & maintenance have been performed

16. Description of Property:

☐ Building

☐ Cemetery/burial site

☒ Structure

☐ Object

☐ Landform

☐ Property of cultural importance

☐ Cultural or historical landscape

13. Past Use

Entrance sign for neighborhood

14. Present Use

Entrance sign for neighborhood

17. Architectural Period and Style

Spanish Eclectic

Application for Landmark Status

Section B: Descriptive Information (continued)

18. Please provide a full legal description of the location of the property or historic resource.

Hardy Street at S. 22nd Ave. (public right-of-way)

19. Please provide a complete description of the resources on your property, including the primary structure, any accessory structures, objects or pertinent site features. Include a statement explaining why you are interested in designating your property as a Landmark. (Use additional space in the form of an attachment if needed.)

The Parkhaven Arch was constructed in 1926 to mark the entrance of Hattiesburg's first subdivision, "Park Haven." The structure is tri-portal in design and consists of an upper wood arch with integrated lighting and applied lettering that reads "Parkhaven", resting on stucco clad masonry piers flanked by stucco orbs.

The Parkhaven Arch has become one of the most recognizable local landmarks, having welcomed passersby on Hardy St. for nearly 100 years. The City of Hattiesburg is committed to the preservation of the arch as evidenced by the complete restoration of the structure in 2022.

20. Include all known historical information including former owners, significant events, architect/builder, etc.

Hattiesburg's first planned subdivision, Park Haven was envisioned by developer M.M. "Punch" Simmons. The first model homes were constructed beginning in 1926, as was the distinctive arched entrance at Hardy St. A collection of homes in the Spanish Eclectic style of architecture mark the original section of the neighborhood. Parkhaven was listed on the National Register of Historic Places in 2002.

Application for Landmark Status

Section C: Maps

21. Please attach a detailed map of property with boundaries and access clearly identified.



Section D: Supporting Documentation

22. Please attach copies of any supporting documentation such as historical information, written sources (books, articles, newspapers), interviews (oral histories), photographs, etc.

Section E: Acknowledgement and Signature

The applicant(s) hereby attests to the correctness and completeness of the application submitted and acknowledges the option to participate in the historic marker program.

Signature: Mayor Toby Barker Date: March 2, 2023

HATTIESBURG HISTORIC CONSERVATION COMMISSION

Wednesday, March 8, 2023

The Hattiesburg Historic Conservation Commission met in a regularly scheduled hearing on March 8, 2023, at 12:07 p.m. in the Dining Room of the Jackie Dole Sherrill Community Center, 220 W. Front St., Hattiesburg, Mississippi. Tom Boldo presided as Chair.

Commissioners present:

Michael Anderson
Rion Snowden
Terri Bell
Tom Boldo
Angela Duncan

Commissioners absent:

Margaret Dwight Shelton
Elizabeth Schwartz
Sarah Halliwell Carver

Staff present:

Russell Archer, Historic Preservation Planner
Nathan Satcher, Senior Planner
Cory Long, Planning Manager
Wiley Quinn, Director of Urban Development

Staff absent:

Andy Parker, City Arborist

AGENDA

There came the matter of the agenda for the meeting of March 8, 2023. A motion was made by Commissioner Bell and seconded by Commissioner Snowden that the agenda be approved as submitted. The motion carried.

MINUTES

There came the matter of the minutes for the meeting of February 8, 2023. A motion was made by Commissioner Simmons and seconded by Commissioner Bell that the minutes be approved as submitted. The motion carried.

Public Hearing

There came the matter of the previously tabled Application for a Certificate of Appropriateness filed by Kevin Cooksey, Owner, and Jackson Brothers Construction Services, Applicant, requesting approval to replace windows and carport posts at 1906 Adeline St. in the Parkhaven Historic District. A motion was made by Commissioner Snowden and seconded by Commissioner Bell to remove the item from the table. Mr. Robert Hatfield, the Applicant representative, stated that his company was not involved in the window modifications that had taken place in October, 2022, and Mr. Hatfield felt confident that his company could locate windows of the correct dimensions and grid patterns to closely match the original windows. A motion was made by Commissioner Snowden and seconded by Commissioner Bell to approve the application provided that window specifications are forwarded to the Historic Planner and Historic Commissioners via email for verification purposes. Commissioners Boldo, Bell, Snowden, Simmons, and Duncan voted “Aye.” Commissioner Anderson abstained. The motion carried.

The motion carried.

Commissioner Snowden rejoins the meeting.

Public Hearing

There came the matter of the Application for a Certificate of Appropriateness filed by the City of Hattiesburg requesting consideration of the Parkhaven Arch at Hardy St. and S. 22nd Ave. in the Parkhaven Historic District, for “Recognized Landmark” status, under the provisions of the Hattiesburg Historic Conservation Ordinance (amended 2018).

	<u>Name</u>	<u>Title</u>
Presented by:	Historic Planner	
Others to speak:		
<u>Discussion and Vote:</u>		
<u>Motion:</u>	Recommend “Recognized Landmark” designation	
<u>Motion made by:</u>	Michael Anderson	
<u>Motion seconded by:</u>	Terri Bell	
<u>Commissioners voting aye:</u>	All participating and voting.	
<u>Commissioners voting nay:</u>	None	
<u>Commissioners abstaining:</u>	None	

The motion carried by unanimous vote.

Other Business

There came the matter of the City Arborist’s report. Mr. Parker was absent.

There came the matter of the Code Official’s report. Mr. Quinn provided a report and gave brief updates on several code cases.

There came the matter of the Coordinator’s report. Mr. Archer provided a report and reminded Commissioners of the upcoming “Preservation Boot Camp” being offered by MDAH.

There came the matter of a discussion item regarding the previously approved window replacement project at Sacred Heart Catholic Elementary School at 610 Southern Ave. in the Hattiesburg Historic Neighborhood District. The school administration and the contractor, Finlo Construction, requested a modification to the approved windows in the classroom and administration wings of the building; they requested that the applied muntin bars be deleted from the new window design. The gymnasium windows would be unaffected by this request and would be installed with the previously approved muntin bars. Following a brief discussion among the Commissioners, Chair Boldo asked if any member of the public would like to speak on behalf of the request. Upon hearing no public comments, a motion was made by Commissioner Anderson to approve the requested modifications as outlined by staff. The motion was seconded by Commissioner Bell. The motion passed by a unanimous vote.

There being no further business, upon motion duly made by Commissioner Anderson and seconded by Commissioner Simmons, and unanimously approved, the meeting was adjourned at 1:20p.m.

History of Park Haven Neighborhood

Compiled by: Russell Archer, Historic Preservation Planner (Jan/Feb 2023)

Draft text for COH historic marker:

The Parkhaven Arch was installed in 1926 at the entrance of Hattiesburg's first planned subdivision. The "Park Haven" subdivision was first envisioned by M.M. "Punch" Simmons and, by 1926, the first model homes were constructed. The stucco arched entrance was designed to complement the Spanish Eclectic architectural style of the original model homes, all of which still stand today. Parkhaven was listed on the National Register of Historic Places in 2002.

Historic context:

Envisioned as a model subdivision by developer M.M. Simmons around 1922, the Park Haven neighborhood is defined today by a large variety of architecturally significant houses, large lots, mature trees, sidewalks, and deep house setbacks. **On June 27, 2002** – The Parkhaven Historic District was listed on the National Register of Historic Places. In **2009**, Parkhaven was designated a Historic Conservation District by the Hattiesburg City Council.

From MDAH Database:

The Parkhaven Neighborhood Historic District enjoys a rich and colorful history and represents the first subdivision built in the city of Hattiesburg. Developed in 1922 by M.M. Simmons, the neighborhood subdivision was designed as a development of model homes of Spanish Eclectic architectural style. The Spanish Eclectic style first took root in California, other Southwestern States and Florida after the Panama-Californian Exposition held in San Diego in 1915. The style was popularized by famous directors, Hollywood actresses and actors, and glamour magazines. The main gateway into the Parkhaven neighborhood is an Archway fronting Hardy Street at the beginning of South 22nd Avenue. The stucco-clad, tri-portal Arch originally featured globed lights and is a significant feature in the history of the neighborhood. The original neighborhood plat was filed in 1906 and utilizes traditional neighborhood standards of the time. These standards include a grid street system with 50-foot right of ways and 25-foot alleyways, sidewalks, and typical lots of 50 by 150 foot. Currently, this neighborhood design is a primary tenant sought by New Urbanists, Neo-traditional Neighborhood Designers and Smart Growth design philosophy. Parkhaven has the finest collection of 14 Spanish Eclectic homes in the State of Mississippi on South 21st and 22nd Avenues. The Great Depression disrupted building homes in the Spanish Eclectic style, and the neighborhood now displays a rich and fascinating mix of various significant historic architectural styles. Among these, the most prominent styles are the Craftsman and Bungalow Cottages, Tudor Revival, Colonial Revival, Minimal Traditionals of the

1940s and 50s and Ranch styles. The F.B. Woodley Elementary School adds to the interest of the neighborhood as an example of modern architectural style. This rich heritage and eclectic mix of homes and structures creates a kaleidoscope of beautiful architecture still enjoyed by residents and visitors alike.

On July 11, 1925, the Park Haven Association received its Charter of Incorporation.

December 7, 1925 – the Park Haven Association announces they will build & furnish a model home in the area formerly known as “Normal Heights”. M.M. “Punch” Simmons announces he will build two homes; R.C. Small, Frank L. Mathews, J.M. Jones, and Polk Keaton announce that they will each build one home.

The first phase of development, beginning in the mid-1920s, included a group of homes that would cost from \$7000 - \$25,000 each and use only B-grade or better materials. Several of the model homes would be designed in the Spanish Eclectic style, which was extremely popular in architectural circles of the time.

The nation’s fascination with the Spanish style can be traced back to the 1915 Panama-California Exposition which presented a wide range of Spanish architectural styles from North and South America, Spain and Northern Africa, and included bits of Byzantine, Moorish, Gothic and Renaissance motifs. The Exposition received extensive publicity and was featured extensively in movies and magazines which helped to popularize the style.

In the December 1925 article referenced above, it was also announced that plans were underway for **“an arched entrance which will be electrically lighted at night.”** The distinctive stucco-clad masonry arch spans S. 22nd Ave. and is in keeping with the Spanish Eclectic ambience of the neighborhood.

August 17, 1926 – Fire destroys one of the model homes days before it was to be opened to the public.

By **April 13, 1927**, the model home, designed by M.M. Simmons had been rebuilt. The first two days the home was open for tours, April 19th & 20th, approximately 2,000 people visited.

June 12, 1929 – another model home was built by O.J. Bass, a prolific builder who had constructed many homes in Parkhaven and along Hardy St.

From the Parkhaven National Register Nomination form:

“the historic residences contained within this district represent an amalgam of styles, including Spanish Eclectic, Craftsman, Tudor Revival, Colonial Revival, Minimal Traditional, and Ranch style architecture.

The Parkhaven Historic District retains a collection of fourteen Spanish Eclectic cottages with statewide significance as the collection has no rival in Mississippi.

Context note: *Within a year, the success of Park Haven had spurred development of Hattiesburg’s second subdivision, Monte Vista, on the south side of Hardy St., across from USM.*



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones
cc:
Date: Tuesday, April 18, 2023
Re: Approve Professional Services Agreement with Landry Lewis Germany Architects, PA, to provide architectural services related to the replacement of Fire Station #7 Roof and authorize the Mayor the execute the same.
File Number: 2023-251
Minute Book #

Summary

Approve a professional services agreement with Landry Lewis Germany Architects, PA, to provide architectural services related to the replacement of Fire Station #7 Roof.

Recommendation Statement

I recommend that this item be added to the Council agenda for consideration.

Please place this on the April 18, 2023 City Council meeting for consideration.

AIA[®] Document B101[®] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-fourth day of February in the year Two Thousand Twenty-Three
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401
Telephone Number: 601-545-4501

and the Architect:
(Name, legal status, address and other information)

Landry Lewis Germany Architects, P.A.
5211 Old Highway 11
Hattiesburg, Mississippi 39402
Telephone Number: 601-271-7711

for the following Project:
(Name, location and detailed description)

Fire Station #7 ReRoof
46 Parkway Blvd
Hattiesburg, Mississippi 39401
CN 23-3982

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
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7	COPYRIGHTS AND LICENSES
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10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

| The be determined

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

| To be determined

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

| To be determined

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To be determined

.2 Construction commencement date:

To be determined

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

To be determined

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Toby Barker, Mayor or such other person as may be identified.

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

To be determined

.2 Civil Engineer:

N/A

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

To be determined

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Shane Germany, AIA, or such other person as may be identified.

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

To be determined

.2 Mechanical Engineer:

To be determined

.3 Electrical Engineer:

To be determined

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars - Two Million Dollars (\$ One Million Dollars - Two Million Dollars) for each occurrence and One Million Dollars - Two Million Dollars (\$ One Million Dollars - Two Million Dollars) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ One Million Dollars) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ One Million Dollars) each accident, One Million Dollars (\$ One Million Dollars) each employee, and One Million (\$ One Million) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per claim and One Million Dollars (\$ 1,000,000.00) in the aggregate.

§ 2.5.7 N/A

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5 upon request

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	N/A
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	N/A
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	N/A
§ 4.1.1.9 Landscape design	N/A
§ 4.1.1.10 Architectural interior design	N/A
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	N/A
§ 4.1.1.13 On-site project representation	N/A
§ 4.1.1.14 Conformed documents for construction	N/A
§ 4.1.1.15 As-designed record drawings	N/A
§ 4.1.1.16 As-constructed record drawings	N/A
§ 4.1.1.17 Post-occupancy evaluation	N/A

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	N/A
§ 4.1.1.22 Security evaluation and planning	N/A
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	N/A
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty-four (24) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of

any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Ten Percent (10%) of fee for work not completed based on the compensation percentages.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's

confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1** Stipulated Sum
(Insert amount)

N/A

- .2** Percentage Basis
(Insert percentage value)

Zero (00.00) % of the Cost of the Work, as calculated in accordance with Section 11.6.

- .3** Other
(Describe the method of compensation)

Fixed Fee of \$12,000.00

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent (00.00%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Senior Principal/Architect at a fixed rate of \$250.00 per hour
Principal/Architect at a fixed rate of \$225.00 per hour.
Project Manager at a fixed rate of \$200.00 per hour
Construction Administration at a fixed rate of \$200.00 per hour
Senior Drafting at a fixed rate of \$160.00 per hour
Drafting at a fixed rate of \$130.00 per hour
Clerical at a fixed rate of \$100.00 per hour
Consultants at cost.
Travel expenses at cost plus mileage at IRS current rates (62.5 cents per mile current).

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;

- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (00.00 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1.50 % monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

N/A

Init.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

N/A

☐ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

N/A

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

N/A

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Toby Barker, Mayor
(Printed name and title)



ARCHITECT (Signature)

Shane Germany, AIA, Partner
(Printed name, title, and license number, if required)



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Hunter White, Interim Engineering Director
cc:
Date: Tuesday, April 18, 2023
Re: Approve Lighting Agreements with Mississippi Power Company for additional lighting on Florida Ave, and other locations as described in the attached forms, and authorize the Mayor to execute the same.
File Number: 2023-240
Minute Book #

Summary

Approve Lighting Agreements with Mississippi Power Company for additional lighting on Florida Ave, and other locations as described in the attached forms, and authorize the Mayor to execute the same.

Recommendation Statement

Please place this on the April 18, 2023 City Council meeting for consideration.

DATE:

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF PHONE:
AUTHORIZED SIGNATURE DATE:
DEVELOPER NAME ACCOUNT #
DEVELOPER SIGNATURE DATE:
DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT:
Attach a plat for development.

**TO: MISSISSIPPI POWER COMPANY, ATTN. :(MPC LIGHTING SERVICES) P.O. Box 4079,
Gulfport, MS 39502, FAX # 228-865-5843 or Email: (G2MPCLSVC@southernco.com)**

DATE MAIL/FAX/ EMAIL RECEIVED _____

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL-27) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL-22. Developer understands and agrees that OL-22 provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
LED FIXTURES		
50 WATT LED		
90 WATT LED		Florida Ave. Increase \$11.32/month
110 WATT LED		
190 WATT LED		
OTHER FIXTURES		

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

PLEASE FAX OR EMAIL THIS FULLY COMPLETED FORM TO MPC'S LIGHTING SERVICES DEPT. AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.

DATE: 3/27/23

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE:
AUTHORIZED SIGNATURE DATE:
DEVELOPER NAME ACCOUNT # 598418200
DEVELOPER SIGNATURE DATE:
DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT:

Attach a plat for development.

**TO: MISSISSIPPI POWER COMPANY, ATTN. : (MPC LIGHTING SERVICES) P.O. Box 4079,
Gulfport, MS 39502, FAX # 228-865-5843 or Email: (G2MPCLSV@southernco.com)**

DATE MAIL/FAX/ EMAIL RECEIVED

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL-27) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL-22. Developer understands and agrees that OL-22 provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS																
LED FIXTURES																		
50 WATT LED	<table><tr><td>☐</td><td>☐</td><td>☐</td></tr><tr><td>☐</td><td>☐</td><td>☐</td></tr><tr><td>☐</td><td>☐</td><td>☐</td></tr><tr><td>☐</td><td>☐</td><td>☐</td></tr></table>	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	<table><tr><td>Alley behind 705 Mamie St Increase \$17.32/month</td></tr><tr><td></td></tr><tr><td></td></tr><tr><td></td></tr></table>	Alley behind 705 Mamie St Increase \$17.32/month			
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NOTE: FOR NON-ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE FAX OR EMAIL THIS FULLY COMPLETED FORM TO MPC'S LIGHTING SERVICES DEPT. AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.

DATE:

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF PHONE:
AUTHORIZED SIGNATURE DATE:
DEVELOPER NAME ACCOUNT #
DEVELOPER SIGNATURE DATE:
DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT:
Attach a plat for development.

**TO: MISSISSIPPI POWER COMPANY, ATTN. :(MPC LIGHTING SERVICES) P.O. Box 4079,
Gulfport, MS 39502, FAX # 228-865-5843 or Email: (G2MPCLSVC@southernco.com)**

DATE MAIL/FAX/ EMAIL RECEIVED _____

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL-27) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL-22. Developer understands and agrees that OL-22 provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
LED FIXTURES		
50 WATT LED	1	914 Beverly Hills Dr
90 WATT LED		
110 WATT LED		
190 WATT LED		
OTHER FIXTURES		
120 WATT LED FLOOD	1	\$16.99/month

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

PLEASE FAX OR EMAIL THIS FULLY COMPLETED FORM TO MPC'S LIGHTING SERVICES DEPT. AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Hunter White, Interim Engineering Director
cc:
Date: Tuesday, April 18, 2023
Re: Approve Supplemental Agreement No. 2 with Walters Construction Company, Inc. for the Highway 49, Camp Street, Adeline Street & Mamie Street State Aid Project (No. DECD-0018(35)BO Forrest County) to add a line item and increase the number of days in the contract, and authorize the Mayor to execute in triplicate.
File Number: 2023-242
Minute Book #

Summary

Approve Supplemental Agreement No. 2 with Walters Construction Company, Inc. for the Highway 49, Camp Street, Adeline Street & Mamie Street State Aid Project (No. DECD-0018(35)BO Forrest County) to add a line item and increase the number of days in the contract, and Authorize the Mayor to execute it in triplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the April 18, 2023 City Council meeting for consideration.

SUPPLEMENTAL AGREEMENT NO. 2

State Aid Project No.: DECD-0018(35)BO
City of Hattiesburg

WHEREAS, (I), (WE), Walters Construction Company, Inc., Contractors, of Laurel, MS and Western Surety Company, Surety, entered into a contract with the City of Hattiesburg, on the 16th day of March, 2021, for the construction of the above designated project, and

WHEREAS: During the course of construction of this project it was discovered that MDOT requires an existing Type 4 MDOT ITMS Fiber Optic pullbox to be replaced with a Type 5 pullbox in order to accommodate the traffic signal tie-in located at the proposed Arlington Loop and Hwy 49 intersection, AND

WHEREAS: It is the desire of the City of Hattiesburg to add the necessary pay items for completing these items of work; AND

WHEREAS: The contingencies currently established for the project are sufficient to cover the items of work listed below; AND

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

NOW, THEREFORE, it is mutually agreed that the Contractor will perform the work listed below at the stated unit prices with the final total price being contingent upon the final quantity required, AND

NOW, THEREFORE, it is recommended that 53 days be added to the Contract Time as explained further in the attached letters from the Contractor and corresponding responses from the Project Engineer.

Payment for the Supplemental Agreement items will be made under:

Pay Item Number	Description	Original Quantity	Revised Quantity	Unit Price	Amount Increase/Decrease
907-637-A	Pullbox Enclosure, Type 5	0.000 Each	1.000 Each	\$4,350.34	\$4,350.34
TOTAL INCREASE THIS SUPPLEMENTAL AGREEMENT					\$4,350.34

NOW, THEREFORE, (I), (WE), Walters Construction Company, INC., Contractors, and Western Surety Insurance Company, Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices and agree that this supplemental agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

Dated, this 27th day of March, 2023.

Western Surety Company

SURETY

By: [Signature]
Attorney-in-Fact

RECOMMENDED FOR APPROVAL

[Signature]
Project Engineer

APPROVED:
City Council

City of Hattiesburg
(By order of the Council Dated _____)

BY: _____
President

Walters Construction Company

CONTRACTOR

By: [Signature]
NAME AND TITLE

Approved:

Office of State Aid Road Construction

Approved:

Executive Director

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Fielden Mitts , Individually

of Jackson, MS its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: 30123512
Principal: Walters Construction Co., Inc.
Obligee: City of Hattiesburg

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of February, 2018.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 27th day of February, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27th day of March, 2022.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones

cc:

Date: Tuesday, April 18, 2023

Re: Approve and acknowledge receipt of Memorandum of Agreement between the City of Hattiesburg and Mississippi Department of Transportation (MDOT) to construct improvements along Highway 11 and Interstate Highway 59 Interchange for an appropriation in the amount of \$500,000.00 and authorize Mayor to execute said agreement in duplicate.
File Number: 2023-261
Minute Book #

Summary

Approve and acknowledge receipt of Memorandum of Agreement between the City of Hattiesburg and Mississippi Department of Transportation (MDOT) to construct improvements along Highway 11 and Interstate Highway 59 Interchange for an appropriation in the amount of \$500,000.00 and authorize Mayor to execute said agreement in duplicate.

Recommendation Statement

I recommend this item be added to the Council agenda for consideration.

Please place this on the April 18, 2023 City Council meeting for consideration.

Memorandum of Agreement
By and between
The Mississippi Transportation Commission
and
The City of Hattiesburg, Mississippi

This Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (the "Commission"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and, the City of Hattiesburg, (the "City") a Mississippi Municipal Corporation, effective as of the date of the last execution below.

WHEREAS, the City has announced its intention to construct improvements to the Interstate Highway 59 interchange at United States Highway 11; and

WHEREAS, the described work may include, but will not necessarily be limited to, general improvement, widening and overlaying of pavement, and installation of enhanced lighting at the interchange along with supporting infrastructure related to the said lighting, the work hereinafter for the limited purposes of this Agreement to be referred to as "the Project;" and

WHEREAS, the Mississippi Legislature directed in House Bill 1413, Section 25, Subsection (hh) of the 2021 Regular Session that the sum of Five Hundred Thousand Dollars (\$500,000.00) of the funds appropriated to the Commission for Fiscal Year 2022 was to be exclusively utilized for improvements to Highway 11 at the I-59 Interchange; and

WHEREAS, the Commission wishes to make available to the City a sum not to exceed \$500,000.00 in appropriated funds to reimburse the City for expenses incurred on the Project, which may be provided over a period of time and are subject to normal reductions and obligational limitations; and

WHEREAS, the City agrees to construct the Project in a manner acceptable to the Commission and MDOT, following all applicable specifications, rules, regulations and statutes; and

WHEREAS, the City has expended funds on the Project and wishes to be reimbursed for certain expenses incurred as provided in House bill 1413; and

WHEREAS, the City and the Commission desire to set forth more fully the understandings of the parties with respect to the process by which this will be accomplished; and

WHEREAS, the parties hereto have authority to enter into this Agreement under the terms of Sections 65-1-8 and 65-1-75 of Miss. Code Ann. (1972) as well as the specific authority provided by House Bill 1413.

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the City and the Commission mutually enter into the following Memorandum of Agreement for these and any future state funds that may be allocated to this project:

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The City will:

1. Obtain a permit from MDOT for any work to be performed on Commission right-of-way.
2. Construct the Project in reasonable conformity to the plans previously adopted, in a manner approved by MDOT.
3. After completion, request an MDOT final inspection and acceptance.
4. Submit to the MDOT four (4) complete sets of "as-built" plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement.
5. Be responsible for all maintenance of the Project during and after completion, including future maintenance of the lighting and related infrastructure, including electricity.
6. After expending funds on the Project, on a regular basis but no more frequently than monthly, submit to the Commission an invoice and supporting documentation in a form acceptable to MDOT reflecting actual expenditures, along with a request for reimbursement.
7. Be solely responsible for all costs of the Project which are over and above the \$500,000.00 to be provided under the provisions of this Agreement.

B. The Commission will:

1. Provide a sum not to exceed \$500,000.00 in state funds toward construction of improvements to the interchange at United States Highway 11 and Interstate Highway 59, to be paid on a reimbursement basis upon the requisite invoice and supporting documentation being provided by the City.
2. Allow the City to design and construct the proposed transportation improvements provided that the design meets with the Commission's approval.
3. Enter into any cooperative agreements or permits necessary to allow the City access to the property of the Commission for the purposes of constructing the proposed transportation improvements.
4. Review all requests for reimbursement submitted by the City in a timely manner and provide reimbursement through the usual course of business.

ARTICLE II. GENERAL PROVISIONS

- A. The City asserts that it has sufficient funds available to it to complete the Project and agrees that it will bear all costs of completion over and above the funds supplied by the Commission under this Agreement. The Commission shall have the right to audit all accounts associated with the project, and should there be any overpayment by the Commission to the City, the City agrees to refund any such overpayment within 30 days of written notification. Should the City fail to reimburse the Commission, the Commission shall have the right to offset the amount due from any other funds in its possession that are due the City on any other project, current or future.
- B. The contribution, in the amount of \$500,000.00, which is to be provided by the Commission, is dependent upon sufficient funds being made available by the Mississippi Legislature. In the event that sufficient funds are not made available, the Commission will have the option of cancelling this Agreement. Under no circumstances will the Commission be responsible for any costs of the Project, other than this sum.
- C. All contracts and subcontracts shall include a provision for compliance with "the Mississippi Employment Protection Act," as codified in the Mississippi Code of 1972, as amended. Under this Act, the City and every contractor shall register with and participate 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.
- E. It is understood that this is a Memorandum of Agreement and that more specific requirements for the conduct of the design of the transportation improvement project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The City agrees that it will abide by all such applicable authority.

ARTICLE III. NOTICE & DESIGNATED AGENTS

- A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:

Brad White
Executive Director
Mississippi Department of Transportation
Phone: (601)359- 7002
Fax: (601)359-7050

CITY:

Mayor Toby Bake
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39403
Phone: (601) _____
Fax: (601) _____

- B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

- A. The relationship of the City to the Commission is that of an independent contractor, and said City, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that its employees will neither hold itself out as, nor claim to be, officers or employees of the Commission or MDOT by reason hereof.
- B. The Commission executes all directives and orders through the MDOT. The City executes all directives and orders through its Mayor and City Council. All notices, communications, and correspondence between the Commission and the City shall be directed to the designated agents shown above in Article III.
- C. No provision of this Memorandum of Agreement is intended, nor shall it be construed, to grant any right, title, or interest to any party not a party hereto.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The City agrees to hold the Commission harmless from claims of damage to the extent allowed by Section 65-1-75(1) of Miss. Code Ann. The City further agrees that it has the sole responsibility for designing the project, acquiring any right-of-way or other property interest required, selection of contractors, administration of the contract, and maintenance of the project area during the work on the Project. In the event that any claim or lawsuit is instituted as a result of the performance of any of these functions, the City shall bear the entire burden of defense, and shall satisfy any judgment of settlement entered. The City shall be responsible for all damages to property or injuries to persons which may arise from or be incidental to the prosecution of work under the Project conducted by the City, and the Commission shall be responsible for all damages to property or injuries to persons which may arise of be incidental to the prosecution of work under the Project conducted by the Commission or MDOT.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Agreement shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

ARTICLE VII. AUTHORITY TO CONTRACT

The Commission approved execution of this Memorandum of Agreement at its regular meeting of _____. The Hattiesburg City Council approved execution of this Memorandum of Agreement at its meeting of _____.

So Agreed this the _____ day of _____, 2023.

City of Hattiesburg, Mississippi

Toby Barker, Mayor

So Agreed this the _____ day of _____, 2023.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Brad White, Executive Director
Mississippi Department of Transportation

MDOT Legal Division File #2023-0139



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, April 18, 2023

Re: Ratification of Sponsorship Agreement between the City of Hattiesburg and the Hattiesburg Athletic Booster Club for advertising sponsorship as outlined in the agreement, in accordance with MS Code 17-3-1, for an amount not to exceed 25,000.00, and authorize the Mayor to execute the same.
File Number: 2023-238
Minute Book #

Summary

Recommendation Statement

Please place this on the April 18, 2023 City Council meeting for consideration.

**CONTRACTUAL AGREEMENT BETWEEN
HATTIESBURG ATHELETIC BOOSTER CLUB
AND
THE CITY OF HATTIESBURG**

This contract between the City of Hattiesburg (City) and Hattiesburg Athletic Booster Club (HABC) establishes as an advertisement partnership whereby the City agrees to pay \$25,000 in consideration of the following authorized pursuant to MS Code 17-3-1:

- Signage in the HHS Buddy Watkins Gymnasium on the electronic scorer's table with mentions
- Signage at HHS DI Patrick Stadium for football, track and soccer events with mentions
- Full page ad in the HHS Football Media Guide fall
- Advertising on the HHS Football Radio Broadcast and Logo on NFHS Streaming (\$2,000)
- Half-time Radio interviews Sponsorship with designee to promote City Events
- Signage at HHS Smokey Harrington Baseball Park with mentions
- City Employees admitted FREE to all athletic events with proper identification
- Scoreboard Improvement and City acknowledgment

The term of this contract shall be for one (1) year. At the end of this period, both parties shall review the contract and renew terms established at that time.

Toby Barker

Mayor

City of Hattiesburg

Hattiesburg High Booster Club



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones

cc:

Date: Tuesday, April 18, 2023

Re: Approve Agreement between the City of Hattiesburg Parks and Recreation Department and the Hattiesburg Youth Soccer Association, in the amount of \$20,000.00, to develop and promote soccer programs for Hattiesburg residents for the term of October 1, 2022 through September 30, 2023; authorize the Mayor to execute the same and issuance of manual check.
File Number: 2023-249
Minute Book #

Summary

Approve an Agreement between the City of Hattiesburg Parks and Recreation Department and the Hattiesburg Youth Soccer Association, in the amount of \$20,000.00, to develop and promote soccer programs for Hattiesburg residents for the term of October 1, 2022 through September 30, 2023 and authorize the Mayor to execute the same. Authorize issuance of manual check.

Recommendation Statement

I recommend that this item be added to the Council agenda for consideration.

Please place this on the April 18, 2023 City Council meeting for consideration.

STATE OF MISSISSIPPI

COUNTY OF FORREST

AGREEMENT

THIS AGREEMENT is entered into by and between, the **Hattiesburg Youth Soccer Association**, A Mississippi non-profit corporation, hereinafter referred to as "**HYSA**" and the **City of Hattiesburg, Mississippi**, a municipal corporation, hereinafter referred to as "**City**", for the purpose of evidencing their agreement of understanding concerning the development and promotion of **Soccer Programs** for Hattiesburg area residents, and as such HYSA and the City do hereby agree and obligate themselves as follow, to-wit:

I.

HYSA has a long standing relationship with the City and will continue to develop and promote **Soccer Programs** at all levels of play for Hattiesburg area residents for a period of one (1) year beginning on the 1st day of October 2022, and terminating on the 30th day of September 2023 HYSA shall have the right and responsibility to operate all aspects of the youth soccer program including, but not limited to, organization of league, games, practices, obtaining coaches, obtaining officials, collection of fees, setting schedules, limiting rosters, soccer equipment, concessions, clinics, camps, tournaments and other related activities, duties and responsibilities.

HYSA shall provide to the City a written schedule before the start of its league play, games, practices, tournament, clinics, camps, and other related activities. The schedule(s) shall be inclusive of all scheduled dates and fields to be used and shall be provided to the City no later than one (1) week prior to start of the event. All other tournaments, (sub-district, district, state, national, etc.) for which HYSA may bid to host shall be coordinated with the City

before bidding, as City facilities and maintenance for the particular post-season tournament will be required. Program playing field specifications shall be provided to the City no less than two (2) weeks prior to the start of the program.

II

City shall be responsible for maintaining Tatum Park Soccer Complex as described in Attachment I for providing seating and electricity. In addition, City shall be responsible for maintaining all aspects of the Tatum Park Soccer Complex in good condition and fields to game ready specifications, including but not limited to the following on an as needed basis: mow and maintain the grass in a healthy state through the use of water, sprinkler system, fertilization, overseeding with rye, spraying for weeds, insect spraying, sanding to fill low areas, maintain proper grade of fields and maintaining good drainage for fields, lining fields for play, cleaning restrooms and facility areas including trash/garbage pickup, parking lots, roads, adequate lights, light poles, security, utilities, physical structures and related needs.

The City shall provide **Twenty Thousand, Dollars (\$20,000.00)** to be applied to the payment of referees, coaches, tournament expenses, equipment (may include items such as soccer balls, nets, goals, flags, etc), and to scholarship children who are residents of the city and who can't afford to

pay full fee. The appropriate expenditure reports (Attachment III) shall be completed and filed with the City by October 31, 2023. HYSA shall have first priority use of and access to all Tatum Park soccer fields and related facilities for practices, games, clinics, camps, tournaments, and related activities, except that City does reserve the right to use said facilities for other functions if HYSA does not give the City at least thirty(30) days advance notice of its intended use of Tatum Park, and the City shall coordinate the scheduling of its functions with HYSA so as to prevent the scheduling of functions that are detrimental to HYSA's overall soccer program. See Attachment IIa for Policy on General Public Use of Facilities.

III.

HYSA does hereby obligate itself to comply with the policies of the City: That all soccer programs shall be open to all citizens of the Hattiesburg area regardless of his/her ability to pay full fees charged for participation in said programs; and that the City's nondiscrimination policy(Attachment IIb) shall be observed. See Attachment II for all pertinent City policies.

IV.

It is understood by and between parties that this Agreement may be terminated by either party for any reason upon ninety (90) days written notice of their intention to terminate this Agreement.

V.

HYSA does hereby agree that it will hold harmless and indemnify the City from any and all liability and damages of any kind whatsoever resulting from the negligent or intentional tortious operation of the soccer program. The Liability Policy of the City is attached as Attachment IIc.

HYSA does hereby agree to appropriately acknowledge City's contribution to the Soccer Program in a public manner, through the use of such media that is appropriate. HYSA does hereby obligate itself to comply with National Standards for Youth Sports and Coach Review Policy(Attachments IId and IIe, respectively) adopted by the City Council.

VI.

HYSA does hereby obligate itself to comply with the Sports Participation Policy, which is attached as Attachment II f.

VII.

WITNESS the signatures of HYSA and the City to duplicate originals of this Agreement on this, the ____ day of _____, A.D., _____.

HATTIESBURG YOUTH SOCCER ASSOCIATION

BY: _____
Michael Reed, President

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Toby Barker, Mayor

ATTEST:

City Clerk

(SEAL)



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones
cc:
Date: Tuesday, April 18, 2023
Re: Approve Agreement between the City of Hattiesburg Parks and Recreation Department and the American Diabetes Association for summer day camp program promoting the prevention and cure of diabetes and improving the lives of all people affected by diabetes and authorize the Mayor to execute the same.
File Number: 2023-248
Minute Book #

Summary

Approve an Agreement between the City of Hattiesburg Parks and Recreation Department and the American Diabetes Association for summer day camp program promoting the prevention and cure of diabetes and to improve the lives of all people affected by diabetes.

Recommendation Statement

I recommend that this item be added to the Council agenda for consideration.

Please place this on the April 18, 2023 City Council meeting for consideration.

VENDOR AGREEMENT

THIS VENDOR AGREEMENT, dated April 18, 2023, is made between the American Diabetes Association ("ADA"), an Ohio non-profit corporation, with its principal office located at 2451 Crystal Drive, Suite 900, Arlington, VA 22202 and City of Hattiesburg ("Vendor") a municipal corporation located at 200 Forrest Avenue, Hattiesburg, Mississippi, 39403.

WHEREAS, ADA is the nation's leading voluntary health organization concerned with diabetes and its complications, and the mission of ADA is to prevent and cure diabetes and to improve the lives of all people affected by diabetes;

WHEREAS, the ADA has a Project Power program ("Program"), to be delivered by Vendor between the dates of Month __, 20__ and Month __, 20__.

WHEREAS, the Vendor agrees to promote and recruit a minimum of 25 participants, ages 5-12, to register and attend the Program;

WHEREAS, ADA desires to obtain certain services and Vendor is willing to provide these services in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Obligation of Vendor. Vendor shall provide its services in a professional, competent, high quality, and timely manner that meets or exceeds industry standards. Vendor (a) acknowledges that ADA is a non-profit charitable organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, (b) agrees not to take any actions that may jeopardize that status of ADA, (c) agrees to inform its business partners about ADA's tax-exempt status; (d) agrees to perform its services in accordance with all applicable laws, regulations, industry standards, ADA policies, and standards of decorum and taste so as not to adversely reflect upon ADA or its mission; and (e) represents that, to the best of Vendor's knowledge, Vendor will charge ADA at or below market rate for its services provided hereunder. In addition to the termination rights in Paragraph 2, ADA may immediately terminate this Agreement without prior notice if Vendor violates 1(b), 1(c) or 1(d).

2. Effective Date, Term and Termination. This Agreement shall be effective on **May 1, 2023**, and shall remain in full force and effect until **August 1, 2023**. ADA may voluntarily terminate this Agreement for its convenience upon sixty (60) days' written notice. Either Party may immediately terminate this Agreement (a) if the other Party is in material breach or default of any of the terms or conditions of this Agreement and said material breach or default has not been cured within thirty (30) days' written notice of the alleged material breach of default given by the non-breaching Party; (b) upon the institution of receivership or bankruptcy proceedings against or by a Party; (c) upon the making of an assignment for the benefit of creditors by a Party; or (d) upon the dissolution of a Party. Once the Agreement is terminated, ADA is only responsible for payment of authorized, pre-approved, accrued, and unpaid fees, up to and including the date of termination.

3. ADA Contact. ADA contact, **Sherry Hill**, may be reached at **ProjectPower@diabetes.org**.

4. Description of Services. The services are described in the Scope of Work attached here as Attachment A.

5. Financial Obligations. Vendor shall, within thirty (30) days of the date hereof, send a completed W-9 form to: American Diabetes Association, Attention: Accounts Payable, 2451 Crystal Drive, Suite 900, Arlington, VA 22202. ADA shall pay to Vendor as sole compensation for its Services the amounts set forth in this Agreement. Vendor will be provided a stipend depending on registered participants and the completion of both baseline (pre-survey) and follow-up (post-survey) assessments. Annual total not to exceed \$5,000.00 for this service.

6. Number of Projects. ADA does not commit to using the services of Vendor for a minimum or maximum number of projects throughout the term of the Agreement, nor does this Agreement commit ADA to a minimum dollar requirement for work, unless specifically stated otherwise herein. Nothing in this provision, or in any other provision of this Agreement, is intended to obligate ADA to use the services of Vendor for any project.

7. Confidential and Proprietary Information, Materials and Property. ADA is the sole owner of all right, title and interest to all confidential or proprietary information, materials and property ("Property") disclosed to Vendor or prepared, developed, used, or provided in whole or in part under this Agreement, including ADA's logos, trademarks, trade names, copyrighted information, and mailing lists. Vendor and its agents and employees agree not to use or disclose, or to cause to be used or disclosed, at any time during or after the effective term of this Agreement, any Property of ADA, except as may be specifically authorized in writing. All such uses of ADA Property shall be subject to advance review and approval by ADA. Vendor agrees that all unauthorized use shall cause ADA immediate and irreparable harm for which ADA shall be entitled to seek injunctive relief and punitive damages. Additionally, to the extent that HIPAA applies, Vendor shall execute a Business Associate Agreement.

Vendor agrees that, for consideration that is acknowledged, any works of authorship commissioned pursuant to this Agreement (the "Works") shall be considered works made for hire as that term is defined under U.S. copyright law. To the extent that any such Work created for ADA by Vendor is not a work made for hire belonging to ADA, Vendor hereby assigns and transfers to ADA all intellectual property rights Vendor has or may acquire to all such Works. Vendor agrees to sign and deliver to ADA, either during or after the term of this Agreement, such other documents as ADA considers desirable to evidence the assignment of copyright.

All Property shall be returned to ADA within ten (10) business days of the expiration or termination of this Agreement, or upon ADA request.

Vendor agrees that when transferring Property to or from ADA, it will safeguard such data using state of the art encryption and other best practices. Vendor further agrees to report to ADA Legal Affairs immediately any suspected compromise of such ADA property.

Vendor also warrants that its Services hereunder, including all opinions, deliverables and Works under this Agreement, are original and shall not infringe upon the proprietary rights of any third party.

These provisions shall survive the termination or expiration of this Agreement.

8. Independent Contractor. ADA and Vendor agree that Vendor is an independent contractor, and that this Agreement is not intended to create an agency, employer, partner or joint venture relationship of any kind; both parties agree not to contract any obligations in the name of the other or to use each other's credit in conducting any activities under this Agreement. Likewise, as an independent contractor, Vendor shall be solely responsible for all taxes, insurance, and benefits (except as otherwise agreed to be paid or reimbursed in writing by ADA.)

9. Insurance. Vendor agrees to maintain adequate and sufficient insurance coverage based on the state required minimums applicable for specific industry standards. The term of coverage shall be in full force and effect for the full duration (90 days) of this agreement.

10. Announcements. Vendor may only announce the existence of this Agreement, or publicize ADA as a customer, with ADA's prior written consent. ADA may publicize its relationship with Vendor and use any photos, videos, written materials and other collateral matter developed by the Vendor, for its business purposes including any marketing.
11. Successors and Assigns. This Agreement shall be binding on the parties, and on their successors and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment. However, Vendor may only assign its responsibilities under this Agreement with ADA's prior written approval.
12. Amendment. This Agreement may be amended only by a signed writing clearly setting forth the amendments and signed by the party against whom enforcement is sought.
13. Notices. Notices required by this Agreement shall be in writing and shall be sent by personal delivery, mail, or other reliable manner of delivery to American Diabetes Association, Attn: Jensen Chiu, Senior Vice President, Community Impact, 2451 Crystal Drive Suite 900, Arlington, VA 22202. In addition, Vendor shall send a copy to: American Diabetes Association, 2451 Crystal Drive, Suite 900, Arlington, VA 22202, attention: General Counsel, Legal & Compliance Division. All notices and other written communications under this Agreement shall be addressed as indicated above or as specified by subsequent written notice by the party whose address has changed.
14. Compliance with Anti-Discrimination Laws and Policies. Vendor verifies that it complies with all laws prohibiting discrimination against people with diabetes including, but not limited to, the Americans with Disabilities Act, the Rehabilitation Act of 1973, and state and municipal anti-discrimination laws. Vendor states that it shall not discriminate against a qualified individual with diabetes, because of the person's diabetes, in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, or other terms, conditions, and privileges of employment. Vendor further verifies that each person with diabetes, whether or not the person uses insulin, is eligible for any employment with Vendor for which he/she is otherwise qualified, and that Vendor does not have any rule or policy that automatically excludes a person with diabetes from employment in any position with Vendor.
15. Integration. This Agreement constitutes the entire agreement between the parties and supersedes all prior writings or oral agreements. No custom, industry standard or course of dealing between the Parties shall in any way vary or alter the terms and conditions of this Agreement.
16. Waiver and Severability. Either party's waiver of or failure to exercise any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement. Any provision of this Agreement which is prohibited and unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or effecting the validity or enforceability of any provisions in any other jurisdiction.
17. Acts of God/Impossibility. Notwithstanding the foregoing, ADA may cancel without penalty due to acts of God, war, terrorism, civil disorder, government regulation, disaster (including, but not limited to, fire, flood, severe weather, and earthquake), strikes or work stoppages, a bankruptcy filing involving either party, or any other situation making it inadvisable, illegal or impossible to continue.
18. Authority to Execute. The undersigned individuals represent and warrant that they are expressly and duly authorized by their respective entities or agencies to execute this Agreement and to legally bind their respective entities or agencies as set forth in this Agreement.

IN WITNESS WHEREOF, the parties' respective duly authorized representatives have signed this Agreement.

Signature:	Signature:
Name: Charlotte Carter	Name: Toby Barker
Title: Chief Financial Officer	Title: Mayor
Date:	Date:

ATTACHMENT A

Scope of Work

Project Description:

The City of Hattiesburg (Vendor) will host a Project Power program (“Program”), to be delivered through onsite platform. The Vendor agrees to recruit a minimum of 25 participants, ages 5-12, to register and attend the onsite Program.

ADA shall:

1. Designate a primary contact to serve as point of contact for ADA Program;
2. Provide Organization the Program marketing materials to assist with Program promotion and participant recruitment;
3. Provide materials to all Program participants, including, but not limited to an activity box, t-shirt, and Program supplies*;
4. Collect participant data from Vendor in accordance with the guidelines set by the Health Insurance Portability and Accountability Act (“HIPPA”); and
5. Promote Organization’s partnership through various ADA communications, including, but not limited to Program sessions and through social media networks.
6. Issue stipend based on the total number of responses received in the pre-survey from youth participants. See Community Partner Overview for more information.

Vendor shall:

1. Designate a primary contact to serve as point of contact for ADA Program;
2. Agree to assist in Program promotion using the marketing materials provided by ADA;
3. Promote and recruit a minimum of 25 participants, ages 5-12, to attend the onsite Program;
4. Agree to provide follow up communication on the Program to assist with participant engagement.
5. Provide 30-day notice of program initiation to allocate sufficient time to disperse resources and necessary materials
- 6.

Inspection/Acceptance of Work will be documented via email by Sherry Hill or designated ADA staff.

Payment will be issued within 30 days of receipt of invoice.

*Subject to availability.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Peggy Sealy, Chief of Police
cc: Kermas Eaton, City Clerk
Date: Tuesday, April 18, 2023
Re: Adopt an order to approve the sale of a personal service weapon , Glock 17, 9 mm caliber asset ID# (New) Serial Number BSHT901 to retired police Officer Harris Tapp pursuant to Mississippi Code Annotated 45-9-131.
File Number: 2023-241
Minute Book #

Summary

Adopt an order to approve the sale of a personal service weapon , Glock 17, 9 mm caliber asset ID# (New) Serial Number BSHT901 to retired police Officer Harris Tapp

Recommendation Statement

I recommend purchase of this item

Please place this on the April 18, 2023 City Council meeting for consideration.



HATTIESBURG POLICEMEN'S BENEFIT FUND, Inc.

701 JAMES STREET
HATTIESBURG, MISSISSIPPI 39401



March 28, 2023

Chief Peggy Sealy
Hattiesburg Police Department
701 James Street
Hattiesburg, MS 39401

Ref: Lieutenant Harris Tapp's Service Weapon

Dear Chief Sealy,

I am writing this letter to request you allow the *Hattiesburg Police Department's Benevolent Association* to purchase the service weapon (Glock 17, 9mm, Serial # BSHT901) of Lieutenant Harris Tapp for the sum of One Hundred Dollars (\$100.00).

After the purchase of the weapon, it will be presented to Lieutenant Harris Tapp upon his retirement on March 31, 2023. This procedure is allowed under Mississippi State Law (*MS statute 45-9-131*).

Should you need any additional information, please don't hesitate to contact me.

Sincerely,

Officer Tammy Shelbourn, President
Hattiesburg Police Department's Benevolent Assoc.
601-545-4650 Phone
601-545-4652 Fax



THE CITY OF HATTIESBURG

One of America's Great Small Cities!

Peggy Sealy, Chief of Police

April 4, 2023

City of Hattiesburg Mayor and City Council

RE: Purchase of service weapon

Lieutenant Harris Tapp is retiring from the Hattiesburg Police Department effective March 31, 2023. I am requesting that the Hattiesburg Police Benefit Fund be allowed to purchase his service weapon per MS Code 45-9-131, which allows a member of any law enforcement agency who retires under any state retirement system to purchase as their personal property, one (1) sidearm, which was issued to them from the agency from which they retired. The governing authorities of the municipality shall determine the amount to be paid for the firearm for the retiring member of the law enforcement agency.

I respectfully request the purchase amount for the weapon to be \$100.00 for the Hattiesburg Police Benefit Fund. The following is a description of the weapon to be purchased:

Lieutenant Harris Tapp Glock 17 9mm serial number BSHT901

Thank you for your attention to this matter. If there is additional information that is needed, please let me know.

Sincerely,

Peggy Sealy
Chief of Police

PS/tl



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, April 18, 2023

Re: Ratification of agreement between the City of Hattiesburg and the Mississippi State Fire Academy to administer the NFPA 1072 F training course for Hattiesburg Firefighters.
File Number: 2023-245
Minute Book #

Summary

Recommendation Statement

Please place this on the April 18, 2023 City Council meeting for consideration.



STATE FIRE ACADEMY



Terry Wages
Executive Director

Division of Mississippi Department of Insurance
1 Fire Academy U.S.A.
Jackson, Mississippi 39208-9600
Phone: (601) 932-2444

Mike Chaney
Insurance Commissioner

Memorandum of Understanding (Rev. 1/2022)

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

Customer Name: Hattiesburg Fire Department
Address: 810 Main St.
City, State Zip: Hattiesburg, Ms. 39401
Phone: 601- 545-4691
Fax:
Federal ID Number: _____
Contact Person/Title: Cody Keys/ Training Chief
Email Address: ckeys@hattiesburgms.com

1. DATE(S) OF SERVICE: April 3rd, 2023

2. LOCATION FOR SERVICE TO BE PERFORMED: Hattiesburg Fire Department Training Facility

3. DESCRIPTION OF SERVICE TO BE PROVIDED TO CUSTOMER Mississippi State Fire Academy (MSFA) shall provide the course **NFPA 1072 F**. Academy Staff will provide the local course coordinator a complete package to manage the delivery of the course. **No books are included.** MSFA will administer all written and skill examinations.

Examination dates must be approved by MSFA personnel. All communications concerning test scores, student activities, etc. shall be between the MSFA coordinator and the local course manager. Certificate will be issued upon successful completion of course.

All documents and curriculum provided to you from the MSFA is the property of MSFA and cannot be duplicated for use outside of this delivery. **No books are included, and customer is wholly responsible for purchasing any required books through the textbook publisher.**

4: NUMBER OF STUDENTS THIS MEMORANDUM OF UNDERSTANDING APPLIES TO:

Minimum Number: N/A

Maximum Number: 15

5. SERVICE FEE: Total Cost: **No Charge (Grant Funded)**

And/or Cost Per Student:

Hattiesburg FD- 12 Students

Customer agrees to pay the service fee for the minimum number of seats being reserved herein, regardless of whether the minimum number of students actually attends the training.

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

Please note : If there is more than one department/organization entering this agreement for this course and the fee is split between the departments/organizations, the cost per student is based on the provided number of students. If the number of students from participating departments/organizations changes, the cost per student will change. However, the total of the fees will equal the total cost above and will be split between the participating departments/organizations.

If on Academy campus Monday through Thursday, are meals to be provided: ☐ Yes ☒ No If Yes, indicate which meals are provided: ____ Breakfast served 6:30 a.m. to 7:15 a.m. ____ Lunch served 11:30 a.m. to 12:45 p.m.

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

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

6. MODIFICATION, AMENDMENT, OR TERMINATION OF AGREEMENT:

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

7. INSURANCE:

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

8. GOVERNING LAW:

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

9. ACADEMY COURSE MATERIAL IS PROTECTED PROPERTY:

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

10. ACKNOWLEDGEMENT OF MEMORANDUM OF UNDERSTANDING:

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

PARTIES IN AGREEMENT:

Mississippi State Fire Academy
Authorized Personnel: Terry Wages, Executive Director
Authorized Personnel: Paul Ammerman, Admin. Svcs.
Daniel Cross, Instructional Svcs.

Customer: Hattiesburg Fire Department
Authorized Personnel: Sherrocko Stewart
Title: Fire Chief
Authorized Personnel:

Signature/Date

Signature/Date

Signature/Date

Optional Signature/Date:

Academy Contact Regarding this Agreement:

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

Telephone:

Customer Invoicing/Billing Address:

Email:

Contact Name:

Contact Phone Number:

Please email to Lynn Tyler at: lyltyler@msfa.ms.gov
Mississippi State Fire Academy
#1 Fire Academy USA, Jackson MS 39208-9600
601-932-2444



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, April 18, 2023

Re: Acknowledge receipt of proof of publications for the month of February and March 2023.
File Number: 2023-260
Minute Book #

Summary

Recommendation Statement

Please place this on the April 18, 2023 City Council meeting for consideration.

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 173 Published 1 times

Date 1st Published: March 9 Amt: 20.76

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 20.76

Proof of Publication Fee: 3.00

TOTAL: 23.76

(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 9th
day of March, 2023, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH-WiFi
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pynt Rec.d: _____
- ☐ POP sent: _____



PUBLIC NOTICE
REQUEST FOR PROPOSALS

The City of Hattiesburg is issuing a Request for Proposals for the installation of WiFi services at specific the public locations noted below. This project is in response to the impacts of COVID-19 to city residents. The intended outcome of the project is free internet access in response to the impacts of COVID-19 to city residents.

Proposals are due no later than 10:00 a.m., Thursday, March 23, 2023. Any proposals received after this deadline may be returned to the offeror unopened. The City reserves the right to reject any and all proposals, and/or divide any project into sections. The full RFP can be found on the City of Hattiesburg's website at www.hattiesburgms.com/planning.

Inquiries and requests for proposal packets should be addressed to:
Dept. of Urban Development
City of Hattiesburg
P.O. Box 1898/200 Forrest Street
Hattiesburg, MS 39403-1898
601-554-1006
cdhg@hattiesburgms.com

PUBLISHED by the Order of the Council on the 7th day of March, 2023.

CITY OF HATTIESBURG, MISSISSIPPI
BY: Kermas Eaton /s/ CITY CLERK
(SEAL)
Published March 9, 2023

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 323 Published 2 times

Date 1st Published: March 23 Amt: 38.76

Date 2nd Published: March 30 Amt: 32.30

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 71.06

Proof of Publication Fee: 3.00

TOTAL: 74.06

(signed) Christina Purice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 30th
day of March, 2023, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH-Vehicles 2023 HPD
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive bids in the following manner:

Proposals will be accepted until 10:00 a.m. On Thursday, April 12, 2023, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401. Vendors must supply prices with their proposal. A bid form is provided. The bid form should be filled out and uploaded by the date and time stated above.

Specifications and procedures can be downloaded from Plan House at www.hattiesburgsbids.com. All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary.

Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Electronic bids and/or reverse auction bids can be submitted at www.hattiesburgsbids.com. For any questions relating to the electronic process, please call PH Bidding at (662) 407-0193.

Qualified bidders will be invited to participate in a reverse auction, which will take place on April 19th, 2023, at 10:00 a.m.

One (1) or more Police Pursuit package vehicles with driver side spotlight white, black or Grey in color for the Hattiesburg Police Department

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request. The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 21st day of March, 2023

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton /s/
CITY CLERK

Published March 23, 30, 2023

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 219 Published 1 times

Date 1st Published: March 30 Amt: 26.28

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 26.28

Proof of Publication Fee: 3.00

TOTAL: 29.28

(signed) Christina Purice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 30th
day of March, 2023, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH-Appeal-
Roberts & Anderson
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



PUBLIC HEARING

NOTICE is hereby given that an application has been filed by Robin L. Roberts and Michael Anderson, to appeal the Hattiesburg Planning Commission's action on the petition filed by Robin Roberts, applicant, and Michael Albanese of Burnice Whittier Smith Corp., owner, to change the zoning classification for properties located at 350 S 11th Ave and 709 Mamie Street. The applicant requested to change the zoning classification of 350 S 11th Ave from R-1B (Single-Family Residential) to R-3 (Multi-family residential), and to change 709 Mamie Street from R-1B to R-2 (two-family residential). Planning Commission recommended denying on March 1st, 2023. Set a public hearing before City Council on Monday, April 17th, 2023, and authorize publication of Public Notice setting and Appeal Public Hearing.

NOW, THEREFORE, NOTICE IS GIVEN that a public hearing in relation to the petition as hereinabove set forth will be held at 4:00 p.m., Monday, April 17th, 2023, in the City Council Chambers of City Hall, 200 Forrest St., 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 23rd day of March, 2023.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton /s/

CITY CLERK

(SEAL)

Published March 30, 2023

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 311 Published 2 times

Date 1st Published: March 9 Amt: 37.32

Date 2nd Published: March 16 Amt: 31.10

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 68.42

Proof of Publication Fee: 3.00

TOTAL: 71.42

(signed) Christina Puce
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 16th
day of March, 2023, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH-Bucket Truck Rear
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive bids in the following manner:

Proposals will be accepted until 10:00a.m. On Thursday, March 30, 2023, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401. Vendors must supply prices with their proposal. The bid form should be filled out and uploaded by the date and time stated above.

Specifications and procedures can be downloaded from Plan House at www.hattiesburgms-bids.com. All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary.

Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Electronic bids and/or reverse auction bids can be submitted at www.hattiesburgmsbids.com. For any questions relating to the electronic process, please call PH Bidding at (662) 407-0193.

Qualified bidders will be invited to participate in a reverse auction, which will take place on April 6, 2023 at 10:30a.m.

ONE (1) NEW OR NEWER BUCKET TRUCK/REAR MOUNTED AERIAL UNIT FOR THE URBAN FORESTRY DIVISION, PARKS & RECREATION DEPARTMENT, CITY OF HATTIESBURG.

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

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

PUBLISHED by Order of the Council on this, the 20th day of December 2022

CITY OF HATTIESBURG, MISSISSIPPI
BY: Kemas Eaton /s/
CITY CLERK

Published March 9, 16, 2023

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 213 Published 2 times

Date 1st Published: March 9 Amt: 25.56

Date 2nd Published: March 16 Amt: 21.30

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 46.86

Proof of Publication Fee: 3.00

TOTAL: 49.86

(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 16th
day of March, 2023, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH-Herbicide Spraying
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, March 30, 2023, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following:

Ditch and Waterway Herbicide Spraying.

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

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

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

PUBLISHED by Order of the Council on this, the 8th day of March 7, 2023

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton /s/

CITY CLERK

(SEAL)

Published March 9, 16, 2023



Hattiesburg Publishing, Inc.

525 North Main Street, Suite C • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 297 Published 2 times
Date 1st Published: March 9 Amt: 35.64
Date 2nd Published: March 16 Amt: 29.70
Date 3rd Published: _____ Amt: _____
Date 4th Published: _____ Amt: _____
Date 5th Published: _____ Amt: _____
Subtotal Printer's Fee: 65.34
Proof of Publication Fee: 3.00
TOTAL: 68.34

(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 16th
day of March, 2023, a Notary Public in
and for the County of Lamar, State of Mississippi;

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
☐ App: _____
COH-Small Tandem Dump Truck
☐ File Name: _____
☐ Invoice #: _____
☐ Inv. Crt/Mld: _____
☐ Pymt Rec.d: _____
☐ POP sent: _____

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive bids in the following manner:

Proposals will be accepted until 10:00a.m. On Thursday, March 30, 2023, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401. Vendors must supply prices with their proposal. The bid form should be filled out and uploaded by the date and time stated above.

Specifications and procedures can be downloaded from Plan House at www.hattiesburgmsbids.com. All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary.

Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Electronic bids and/or reverse auction bids can be submitted at www.hattiesburgmsbids.com. For any questions relating to the electronic process, please call PH Bidding at (662) 407-0193.

Qualified bidders will be invited to participate in a reverse auction, which will take place on April 6, 2023, at 10:30a.m.

ONE OR MORE SMALL TANDEM DUMP TRUCK

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13

of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law, but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 7th day of March 2023

CITY OF HATTIESBURG, MISSISSIPPI

BY: Karmas Eaton /s/

CITY CLERK

Published March 9, 16, 2023



Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 872 Published 1 times

Date 1st Published: March 16 Amt: 104.64

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 104.64

Proof of Publication Fee: 3.00

TOTAL: 107.64

(signed) Christina Prince
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 16th
day of March, 2023, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Trace 4th Street, LLC owner, as required in the Land Development Code, Ord. No. 3209, to request a variance from section 10.6 Signs - monument sign "Minimum 150' frontage on any premises for a freestanding sign" and instead allow for a minimum of "79 feet" frontage for a variance of 71 feet for a proposed on-premise monument sign, property located at 1015 Main St (Parcel No.: 2-0296-03-529.00; PPIN 18827, Forrest County, Ward 2). Said property being more particularly described as follows, to-wit:

SUBJECT PARCEL DESCRIPTION (AS PER SURVEY):

A PART OF LOTS 1, 2, 9 AND 10 OF BLOCK 100, KAMPER AND WHINERY SUBDIVISION NUMBER 2, CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI. BEARINGS BASED ON MISSISSIPPI STATE PLANE COORDINATE SYSTEM GRID, EAST ZONE (2301) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/4 INCH PIPE AT THE NE CORNER OF LOT 2 OF BLOCK 100 OF KAMPER AND WHINERY SUBDIVISION NUMBER 2, CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI.

SIPPI. THENCE RUN ALONG THE EAST LINE OF SAID LOT 2 S0° 29' 47" W FOR A DISTANCE OF 27.29 FEET TO 1/2 INCH REBAR ON THE NORTH RIGHT OF WAY LINE OF LONGLEAF TRACE; THENCE RUN ALONG THE NORTH RIGHT OF WAY LINE OF LONGLEAF TRACE S87° 58' 04" W FOR A DISTANCE OF 108.67 FEET TO A MAG NAIL ON THE EAST RIGHT OF WAY LINE OF NORTH MAIN STREET (PUBLIC ROAD); THENCE RUN ALONG THE EAST RIGHT OF WAY LINE OF NORTH MAIN STREET THE FOLLOWING TWO CALLS: N37° 20' 31" W FOR A DISTANCE OF 38.26 FEET TO A MAG NAIL; N33° 38' 58" W FOR A DISTANCE OF 78.81 FEET TO A 3/4 INCH PIPE. THENCE RUN N87° 32' 18" E FOR A DISTANCE OF 99.72 FEET TO A 1/2 INCH REBAR; THENCE RUN S19° 29' 57" E FOR A DISTANCE OF 25.30 FEET TO A 1/2 INCH PIPE; THENCE RUN N89° 24' 38" E FOR A DISTANCE OF 39.18 FEET TO A 1/2 INCH PIPE; THENCE RUN S0° 57' 05" W FOR A DISTANCE OF 45.78 FEET TO A 1/2 INCH REBAR ON THE NORTH LINE OF SAID LOT 2; THENCE RUN ALONG THE NORTH LINE OF SAID LOT 2 N89° 54' 14" E FOR A DISTANCE OF 29.23 FEET BACK TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING ±0.25 ACRES.

Legal description for PPIN 18817 is a part of Lots Two (2) and Three (3) of Block One Hundred (100) of the KAMPER AND WHINERY SURVEY NUMBER 2 of the City of Hattiesburg, County of Forrest, State of Mississippi, and particularly described as follows:

Begin at the intersection of the South line of the right of way of the Mississippi Central Railroad Company with the East line of Main Street said point being 20 feet from the center line of the track of said Mississippi Central Railroad;

thence run Southeastwardly along the Eastern line of Main Street a distance of 70.4 feet; thence Eastwardly a distance of 136 feet, more or less, to a point on the dividing line between Lots 3 and 4 of said Block, said point being 72 feet North of the North line of Fourth Street, thence North along the dividing line between Lots 3 and 4 a distance of 50 feet, more or less, to the South line of the right of way of the said Mississippi Central Railroad Company, and thence westwardly along said right of way line a distance of 179 feet, more or less to said point of beginning, reserving and excepting from the operation of this conveyance that parcel of said description described as follows, to-wit:

Begin at an iron hub or stake on the Eastern line of Main Street at a point 82 feet Northward from the intersection of the Eastern line of Main Street with the Northern line of Fourth Street, and run thence in an Easterly direction along the North property line of Pan American Petroleum Corporation a distance of 13 feet and 2 inches; thence in a Northerly direction a distance of one foot;

thence in a Northwesterly direction along the North edge of concrete driveway slab a distance of 19 feet and 8 inches to the said Eastern boundary of Main Street, thence a South-easterly direction along Eastern boundary line of Main Street a distance of 10 feet to said point of beginning, which point of beginning is 70.4 feet Southward from the point of intersection of the said Eastern line of Main Street with the Southern line of the right of way of the Mississippi Central Railroad Company; together with all improvements thereon and appurtenances thereunto belonging.

END OF EXHIBIT

A PUBLIC HEARING in relation to the above-described petition will be held at 3:30 p.m., April 5th, 2023 in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Board of Adjustment of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard. Contact City Hall Planning Division for remote attendance options.

WITNESS my signature and the official seal of said City on this, the 9th day of March 2023.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton /s/

CITY CLERK

(SEAL)

Published March 16, 2023

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH-1015 Main Street
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 205 Published 1 times

Date 1st Published: March 16 Amt: 24.60

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 24.60

Proof of Publication Fee: 3.00

TOTAL: 27.60

(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 16th
day of March, 2023, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH-Jackson Rd Appeal
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



Hattiesburg Publishing, Inc.

525 North Main Street, Suite C • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 1,015 Published 1 times
Date 1st Published: Feb 9 Amt: 121.80
Date 2nd Published: _____ Amt: _____
Date 3rd Published: _____ Amt: _____
Date 4th Published: _____ Amt: _____
Date 5th Published: _____ Amt: _____
Subtotal Printer's Fee: 121.80
Proof of Publication Fee: 3.00
TOTAL: 124.80

(signed) [Signature] The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 9th
day of February, 2023, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) [Signature]

FOR OFFICE USE ONLY:

- ☐ Em P: _____
☐ App: _____
☐ File Name: COH-Slate Subdivision (54)
☐ Invoice #: _____
☐ Inv. Crt/Mld: _____
☐ Pymt Rec.d: _____
☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Nicholas Connolly, engineer, and Jonathan Krebs, owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for certain properties located south of Lincoln Road (Parcel 056L-23-015.000, PPIN 17642, and Parcel 056L-23-004.000, PPIN 29025 Lamar County, Ward 3) from Section 5.4.10 Community Business District B-3 to Section 5.4.3 Residential District R-1A. Said property being more particularly described as follows, to-wit:

NOTICE is hereby given that a petition has been filed by Nicholas Connolly, engineer, and Jonathan Krebs, owner, as required in the Land Development Code, Ord. No. 3209, for a major subdivision of properties located at the southeast corner of Classic Drive and J Ed Turner Drive (Parcels 051D-02-001.001, 051D-02-001.000, and 051C-02-001.000; PPIN's 30026, 18918, and 8540) Lamar County, Ward

1). Said property being more particularly described as follows, to-wit:

STATE OF MISSISSIPPI, COUNTY OF LAMAR, CITY OF HATTIESBURG A part of the Northeast 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Northeast 1/4 all in Section 2, Township 4 North, Range 14 West, in the City of Hattiesburg, County of Lamar, State of Mississippi, and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.999976825 and a convergence angle of (minus) - 0°18'51.59" at the Northeast Corner of said Northeast 1/4 of the Northwest 1/4, and Commencing at a Concrete Monument representing said Northeast Corner, and having a Grid value of N 672,026.93 feet and E 815,627.58 feet on said East Zone Grid; thence run S00°08'28"W and along the East Line of said Northeast 1/4 of the Northwest 1/4 for 584.19 feet to a 1/2 Inch Iron Pin representing the Point of Beginning and having a Grid value of N 671,442.74 feet and E 815,626.14 feet on said East Zone Grid; thence run S01°41'45"W and along said East Line for 318.81 feet to a 1/2 Inch Rebar, thence run S71°43'11"E for 301.08 feet to a 1/2 Inch Rebar, thence run S87°26'36"E for 48.08 feet to a 1/2 Inch Rebar, thence run S02°33'24"W for 62.47 feet to a 1/2 Inch Rebar, thence run S45°49'18"E for 158.97 feet to a 1/2 Inch Rebar, thence run Southeasterly along an Arc to the Right for 43.87 feet to a 1/2 Inch Rebar, said Arc having a Radius of 70.00 feet, a Chord Bearing of S27°52'06"E, and a Chord Distance of 43.15 feet, thence run S09°54'54"E for 10.73 feet to a 1/2 Inch Rebar, thence run Southerly along an Arc to the Right for 29.61 feet to a 1/2 Inch Rebar, said Arc having a Radius of 70.00 feet, a Chord Bearing of S02°12'16"W, and a Chord Distance of 29.39 feet, thence run S14°19'27"W for 48.72 feet to a 1/2 Inch Rebar, thence run Southwesterly along an Arc to the Right for 44.38 feet to a 1/2 Inch Rebar, said Arc having a Radius of 95.00 feet, a Chord Bearing of S27°42'27"W, and a Chord Distance of 43.98 feet, thence run S41°05'26"W for 74.52 feet to a 1/2 Inch Rebar, thence run Southwesterly along an Arc to the Right for 69.23 feet to a 1/2 Inch Rebar, said Arc having a Radius of 95.00 feet, a Chord Bearing of S61°58'08"W, and a

Chord Distance of 67.71 feet, thence run S82°50'49"W for 40.25 feet to a 1/2 Inch Rebar, thence run Southeasterly along an Arc to the Left for 71.49 feet to a 1/2 Inch Rebar, said Arc having a Radius of 225.00 feet, a Chord Bearing of S62°14'28"E, and a Chord Distance of 71.19 feet, thence run S71°20'38"E for 130.93 feet to a 1/2 Inch Rebar, thence run S18°39'22"W for 60.00 feet to a 1/2 Inch Rebar, thence run N71°20'38"W for 85.79 feet to a 1/2 Inch Rebar, thence run S27°24'48"W for 55.80 feet to a 1/2 Inch Rebar, thence run S05°57'32"W for 41.26 feet to a 1/2 Inch Rebar, thence run S69°41'24"W for 114.47 feet to a 1/2 Inch Rebar, thence run S72°30'34"W for 73.11 feet to a 1/2 Inch Rebar representing a Point on the North Right of Way Line of the Longleaf Trace, thence run N75°50'18"W and along said North Right of Way Line for 188.62 feet to a 1/2 Inch Iron Pin, thence run N75°50'18"W and along said North Right of Way Line for 120.58 feet to a Concrete Monument, thence run N75°42'26"W and along said North Right of Way Line for 500.59 feet to a Concrete Monument, thence run N75°27'14"W and along said North Right of Way Line for 497.64 feet to a Concrete Monument representing a Point on the South Line of said Northeast 1/4 of the Northwest 1/4, thence run N89°39'57"W and along said North Right of Way Line and said South Line for 104.44 feet to a Concrete Monument, thence run N75°49'35"W and along said North Right of Way Line for 54.47 feet to a 1/2 Inch Iron Pin having a Grid value of N 670,678.52 feet and E 814,357.22 feet on said East Zone Grid, thence run N00°19'23"E for 1,353.66 feet to a 1/2 Inch Iron Pin representing a Point on the North Line of said Northeast 1/4 of the Northwest 1/4, thence run S89°45'47"E and along said North Line for 462.57 feet to a 1/2 Inch Rebar, thence run S00°02'52"E for 22.77 feet to a 1/2 Inch Iron Pin, thence run S54°44'16"E for 978.19 feet to the Point of Beginning, comprising 43.87 Acres, more or less.

A PUBLIC HEARING in relation to the above-described petition will be held at 1:00 p.m. March 1st, 2023 in the City Council Chambers of City Hall, Second Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard. Contact City Hall Planning Division for remote attendance.

WITNESS my signature and the official seal of said City on this, the 2nd day of February 2023.
CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton /s/
CITY CLERK
(SEAL)
Published February 9, 2023



Hattiesburg Publishing, Inc.

525 North Main Street, Suite C • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 1,102 Published 1 times
Date 1st Published: Feb 9 Amt: 132.24
Date 2nd Published: _____ Amt: _____
Date 3rd Published: _____ Amt: _____
Date 4th Published: _____ Amt: _____
Date 5th Published: _____ Amt: _____
Subtotal Printer's Fee: 132.24
Proof of Publication Fee: 3.00
TOTAL: 135.24

(signed) [Signature] The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 9th
day of February, 2023, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) [Signature]

FOR OFFICE USE ONLY:

- ☐ Em P: _____
☐ App: _____
☐ File Name: COH-State Subdivision Rezono
☐ Invoice #: _____
☐ Inv. Crt/Mld: _____
☐ Pymt Rec.d: _____
☐ POP sent: _____



PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Nicholas Connolly, engineer, and Jonathan Krebs, owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for certain properties located at the southeast corner of Classic Drive and J Ed Turner Drive (051D-02-001.000, and 051C-02-001.000; PPIN's 16918, and 8540) from R-1A and R-1B (Single-Family Residential) to A-2 (Agricultural Residential). The request is part of a major subdivision and only a portion PPIN 8540 is requested to be rezoned (Lamar County, Ward 1). Said property being more particularly described as follows, to-wit:

Parcel No. 051D-02-001.000, PPIN 16918:
Rezone from R-1B to A-2

A Parcel of land being located in the SE 1/4 of the NW 1/4 of Section 2, Township 4 North, Range 14 West, Lamar County, Mississippi having bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $-0^{\circ}00'16''51.59'''$ and using grid distances with a combined factor of 0.999976825 (determined at the Point of Beginning) and being more particularly described as follows:

COMMENCE AND BEGIN at a crimped top pipe found at the SE Corner of the NE 1/4 of the NW 1/4 of Section 2, township 4 North, Range 14 West, Lamar County, Mississippi; thence run South $01^{\circ}01'42''$ West along the East line of the SE 1/4 of the NW 1/4 of said Section 2 for 272.67 feet to an iron pin set on the North right-of-way of Long Leaf Trace; thence run along said right-

of-way for the following calls: run North $75^{\circ}50'18''$ West for 120.54 feet to a found ROW disc; thence North $75^{\circ}42'26''$ West for 500.59 feet to a found ROW disc; thence run North $75^{\circ}27'14''$ West for 497.64 feet to a found ROW disc on the North line of said SE 1/4 of the Northwest 1/4; thence run South $89^{\circ}42'51''$ East along said North line for 1088.57 feet back to the POINT OF BEGINNING. Said parcel contains 3.43 acres, more or less.

Parcel No. 051C-02-001.000, PPIN 8540:

Rezone from R-1A to A-2
STATE OF MISSISSIPPI,
COUNTY OF LAMAR,
CITY OF HATTIESBURG

A part of the Northwest 1/4 of the Northeast 1/4 and the Southwest 1/4 of the Northeast 1/4, in Section 2, Township 4 North, Range 14 West, in the City of Hattiesburg, County of Lamar, State of Mississippi, and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.999976825 and a convergence angle of (minus) $-0^{\circ}16'51.59''$ at the Northwest Corner of said Northwest 1/4 of the Northeast 1/4, and Commencing at a Concrete Monument representing said Northwest Corner, and having a Grid value of N 672,026.93 feet and E 815,627.58 feet on said East Zone Grid;

thence run $S00^{\circ}08'28''$ W and along the West Line of said Northwest 1/4 of the Northeast 1/4 for 584.19 feet to a 1/2 Inch Iron Pin,

thence run $S01^{\circ}41'45''$ W and along said West Line for 318.81 feet to a 1/2 Inch Iron Pin representing the Point of Beginning and having a Grid value of N 671,124.07 feet and E 815,616.71 feet on said East Zone Grid;

thence run $S71^{\circ}43'11''$ E for 301.08 feet to a 1/2 Inch Rebar,

thence run $S87^{\circ}26'36''$ E for 48.08 feet to a 1/2 Inch Rebar,

thence run $S02^{\circ}33'24''$ W for 62.47 feet to a 1/2 Inch Rebar,

thence run $S45^{\circ}49'18''$ E for 158.97 feet to a 1/2 Inch Rebar,

thence run Southeasterly along an Arc to the Right for 43.87 feet to a 1/2 Inch Rebar, said Arc having a Radius of 70.00 feet, a Chord Bearing of $S27^{\circ}52'06''$ E, and a Chord Distance of 43.15 feet,

thence run $S09^{\circ}54'54''$ E for 10.73 feet to a 1/2 Inch Rebar,

thence run Southerly along an Arc to the Right for 29.61 feet to a 1/2 Inch Rebar, said Arc having a Radius of 70.00 feet, a Chord Bearing of $S02^{\circ}12'16''$ W, and a Chord Distance of 29.39 feet,

thence run $S14^{\circ}19'27''$ W for 48.72 feet to a 1/2 Inch Rebar,

thence run Southwesterly along an Arc to the Right for 44.38 feet to a 1/2 Inch Rebar, said Arc having a Radius of 95.00 feet, a Chord Bearing of $S27^{\circ}42'27''$ W, and a Chord Distance of 43.98 feet,

thence run $S41^{\circ}05'26''$ W for 74.52 feet to a 1/2 Inch Rebar,

thence run Southwesterly along an Arc to the Right for 69.23 feet to a 1/2 Inch Rebar, said Arc having a Radius of 95.00 feet, a Chord Bearing of $S61^{\circ}58'08''$ W, and a Chord Distance of 67.71 feet,

thence run $S82^{\circ}50'49''$ W for 40.25 feet to a 1/2 Inch Rebar,

thence run Southeasterly along an Arc to the Left for 71.49 feet to a 1/2 Inch Rebar, said Arc having a Radius of 225.00 feet, a Chord Bearing of $S62^{\circ}14'28''$ E, and a Chord Distance of 71.19 feet,

thence run $S71^{\circ}20'38''$ E for 130.93 feet to a 1/2 Inch Rebar,

thence run $S18^{\circ}39'22''$ W for 60.00 feet to a 1/2 Inch Rebar,

thence run $N71^{\circ}20'38''$ W for 85.79 feet to a 1/2 Inch Rebar,

thence run $S27^{\circ}24'48''$ W for 55.80 feet to a 1/2 Inch Rebar,

thence run $S05^{\circ}57'32''$ W for 41.26 feet to a 1/2 Inch Rebar,

thence run $S69^{\circ}41'24''$ W for 114.47 feet to a 1/2 Inch Rebar,

thence run $S72^{\circ}30'34''$ W for 73.11 feet to a 1/2 Inch Rebar representing a Point on the North Right of Way Line of the Longleaf Trace,

thence run $N75^{\circ}50'18''$ W and along said North Right of Way Line for 188.62 feet to a 1/2 Inch Iron Pin representing the Intersection of said North Right of Way Line and the West Line of said Southwest 1/4 of the Northeast 1/4,

thence run $N01^{\circ}01'12''$ E and along said West Line for 272.68 feet to a Crimp Top Pin representing the Northwest Corner of said Southwest 1/4 of the Northeast 1/4, thence run $N01^{\circ}41'07''$ E and along the West Line of said Northwest 1/4 of the Northeast 1/4 for 465.13 feet to the Point of Beginning, comprising 6.50 Acres, more or less.

A PUBLIC HEARING in relation to the above-described petition will be held at 1:00 p.m. March 1st, 2023 in the City Council Chambers of City Hall, Second Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard. Contact City Hall Planning Division for remote attendance options.

WITNESS my signature and the official seal of said City on this, the 2nd day of February 2023.
CITY OF HATTIESBURG, MISSISSIPPI

BY: Kemas Eaton/s/
CITY CLERK
(SEAL)

Published February 9, 2023

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 442 Published 1 times

Date 1st Published: Feb 9 Amt: 53.04

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 53.04

Proof of Publication Fee: 3.00

TOTAL: 56.04

(signed) *Shirley Ann*
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 9th
day of February, 2023, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) *Katherine H. Bullock*

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH-Front Setback Variance
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Mike Jones, representative of NorthPoint Development, J.T. Murphy, Engineer, and Forrest County Industrial Park, owner as required in the Land Development Code, Ord. No. 3209, to request a variance from section 6, Table 6.1 "Minimum/Maximum Front Setback" for I-1, "40 feet", and instead allow a setback of 210 feet for a variance of 170 feet for an unimproved parcel on W.I. Runnels Road (Parcel No. 2-0496-01-001.00, PPIN 27623, Forrest Co., Ward 5). Said property being more particularly described as follows:

All of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 1, Township 3 North, Range 13 West, Forrest County, Mississippi;

TOGETHER WITH all improvements thereon and appurtenances thereunto belonging;

LESS AND EXCEPT the West 100.00 feet thereof;

LESS AND EXCEPT the East 75 feet thereof; and

LESS AND EXCEPT a parcel described as commencing at the Southwest corner of the said Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼), and thence run South 89 degrees 58 minutes 39 seconds East along the South line of said Forty for 100.00 feet, thence run North 00 degrees 16 minutes 46 seconds East and parallel with West line of said Forty for 98.55 feet to a point on the Northern right-of-way (ROW) line of a United Gas Company pipe-

line easement and to and for the Point of Beginning, thence continue North 00 degrees 16 minutes 46 seconds East for 100.00 feet, thence run North 59 degrees 09 minutes 12 seconds East for 99.67 feet, thence run South 00 degrees 20 minutes 36 seconds West for 99.80 feet, thence run South 59 degrees 06 minutes 33 seconds West for 99.58 feet to the Point of Beginning; and

SUBJECT TO the easement 60 feet in width in favor of United Gas Pipe Line Company dated May 2, 1955, and recorded in Land Deed Book 156 at Page 560 in the office of the Chancery Clerk of Forrest County, Mississippi.

Said Tract I contains 34.50 acres, more or less.

A PUBLIC HEARING in relation to the above-described petition will be held at 3:30 p.m. March 1st, 2023 in the City Council Chambers of City Hall, Second Floor, Hattiesburg, Mississippi, before the Board of Adjustment of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard. Contact City Hall Planning Division for remote attendance.

WITNESS my signature and the official seal of said City on this, the 2nd day of February 2023.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton /s/
CITY CLERK
(SEAL)

Published February 9, 2023

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 254 Published 1 times

Date 1st Published: Feb 9 Amt: 30.48

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 30.48

Proof of Publication Fee: 3.00

TOTAL: 33.48

(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 9th
day of February, 2023, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) [Signature]

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH-Public Notice Roberts
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Robin Roberts, applicant, and Michael Albanese of Bumice Whittier Smith Corp., owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for certain properties located at 350 S 11th Ave and 709 Mamie Street. The applicant requests to change the zoning classification of 350 S 11th Ave from R-1A (Single-Family Residential) to R-3 (Multi-family residential), and to change 709 Mamie Street from R-1A to R-2 (two-family residential) (Forrest County, Ward 4). Said property being more particularly described as follows, to-wit:

350 S 11th Avenue, Parcel No.: 2-029M-09-053.00, PPIN: 16934

Lot 13, in Block 13 of the Hattiesburg Heights Property Survey to the City of Hattiesburg, Forrest County, Mississippi; and

709 Mamie Street, Parcel No.: 2-029M-09-054.00, PPIN: 16933

Lot 12, in Block 13 of the Hattiesburg Heights Property Survey to the City of Hattiesburg, Forrest County, Mississippi

A PUBLIC HEARING in relation to the above-described petition will be held at 1:00 p.m. March 1st, 2023 in the City Council Chambers of City Hall, Second Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard. Contact City Hall Planning Division for remote attendance options.

WITNESS my signature and the official seal of said City on this, the 2nd day of February 2023.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton /s/
CITY CLERK
(SEAL)

Published February 9, 2023



Hattiesburg Publishing, Inc.

525 North Main Street, Suite C • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 312 Published 2 times

Date 1st Published: Feb 9 Amt: 37.44

Date 2nd Published: Feb 16 Amt: 31.20

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 68.64

Proof of Publication Fee: 3.00

TOTAL: 71.64

(signed) *Thijl Sw*
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 16th
day of February, 2023, a Notary Public in
and for the County of Lamar State of Mississippi:

(signed) *Katherine H. Bullock*

FOR OFFICE USE ONLY:

- ☐ Em P: _____
☐ App: _____
COH-Vehicles 2023 lease HPD
☐ File Name: _____
☐ Invoice #: _____
☐ Inv. Crt/Mld: _____
☐ Pymt Rec.d: _____
☐ POP sent: _____



NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive bids in the following manner:

Proposals will be accepted until 10:00 a.m. On Thursday, March 2, 2023, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401. Vendors must supply prices with their proposal. A bid form is provided. The bid form should be filled out and uploaded by the date and time stated above.

Specifications and procedures can be downloaded from Central Bidding at www.hattiesburgmsbids.com. All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary.

Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Electronic bids and/or reverse auction bids can be submitted at www.hattiesburgmsbids.com. For any questions relating to the electronic process, please call PH Bidding at (662) 407-0193.

Qualified bidders will be invited to participate in a reverse auction, which will take place on March 9th, 2023, at 10:00 a.m.

Ten (10) or more Police Motorcycles to be leased for the Hattiesburg Police Department.

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-

7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 7th day of February, 2023.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton/CITY CLERK

Published February 9, 16, 2023

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 319 Published 2 times

Date 1st Published: Feb 9 Amt: 38.28

Date 2nd Published: Feb 16 Amt: 31.90

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 70.18

Proof of Publication Fee: 3.00

TOTAL: 73.18

(signed) *Attila*
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 16th
day of February, 2023, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) *Katherine H. Bullock*

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH-SUV 2023
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pynt Rec.d: _____
- ☐ POP sent: _____

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive bids in the following manner:

Proposals will be accepted until 10:00 a.m. On Thursday, March 2, 2023, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401. Vendors must supply prices with their proposal. A bid form is provided. The bid form should be filled out and uploaded by the date and time stated above.

Specifications and procedures can be downloaded from Plan House at www.hattiesburgmsbids.com. All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary.

Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Electronic bids and/or reverse auction bids can be submitted at www.hattiesburgmsbids.com. For any questions relating to the electronic process, please call PH Bidding at (662) 407-0193.

Qualified bidders will be invited to participate in a reverse auction, which will take place on March 9th, 2023, at 10:00 a.m.

One (1) or more Mid-size Sports Utility Vehicle 4 Wheel Drive black or Grey in color for the Hattiesburg Police Department

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

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

PUBLISHED by Order of the Council on this, the 7th day of February, 2023

CITY OF HATTIESBURG, MISSISSIPPI
BY: Kemas Eaton/CITY CLERK
Published February 9, 16, 2023



Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 321 Published 2 times

Date 1st Published: Feb 9 Amt: 38.52

Date 2nd Published: Feb 16 Amt: 32.10

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 70.62

Proof of Publication Fee: 3.00

TOTAL: 73.62

(signed) *Alvin G.* The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 16th
day of February, 2023, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) *Katherine H. Bullock*

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH-Vehicles 2023 HPD
- ☐ Invoice #: _____
- ☐ Inv. Cr/Mld: _____
- ☐ Pynt Rec.d: _____
- ☐ POP sent: _____



NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive bids in the following manner:

Proposals will be accepted until 10:00 a.m. On Thursday, March 2, 2023, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401. Vendors must supply prices with their proposal. A bid form is provided. The bid form should be filled out and uploaded by the date and time stated above.

Specifications and procedures can be downloaded from Plan House at www.hattiesburgmsbids.com. All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary.

Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Electronic bids and/or reverse auction bids can be submitted at www.hattiesburgmsbids.com. For any questions relating to the electronic process, please call PH Bidding at (662) 407-0193.

Qualified bidders will be invited to participate in a reverse auction, which will take place on March 9th, 2023, at 10:00 a.m.

One (1) or more Police Pursuit package vehicles with driver side spotlight white, black or Grey in color for the Hattiesburg Police Department.

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

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

PUBLISHED by Order of the Council on this, the 7th day of February, 2023.

CITY OF HATTIESBURG, MISSISSIPPI
BY: Kermas Eaton/CITY CLERK
Published February 9, 16, 2023

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 179 Published 1 times

Date 1st Published: Feb 16 Amt: 21.48

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 21.48

Proof of Publication Fee: 3.00

TOTAL: 24.48

(signed) Christina Purie
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 16th
day of February, 2023, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH-Cadence
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



PUBLIC HEARING

NOTICE is hereby given that an application has been filed by Cadence Bank, Owner, to appeal the decision made January 11, 2023, by the Hattiesburg Historic Conservation Commission regarding the request to demolish the structure at 124 Hardy St.

After hearing the Hattiesburg Historic Conservation Commission's TIE vote that resulted in a failed motion, with Cadence Bank 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, March 6, 2023, in the City Council Chambers of City Hall, 200 Forrest St., 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 9th day of February, 2023.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kemas Eaton /s/
CITY CLERK
(SEAL)

Published February 16, 2023

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 3 col x 8" Published 1 times

Date 1st Published: Feb 16 Amt: 432.00

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 432.00

Proof of Publication Fee: 3.00

TOTAL: 435.00

(signed) Christina Paine
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 16th
day of February, 2023, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH-Public Hearing
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF PUBLIC HEARING ON SUBSTANTIAL AMENDMENT TO FISCAL YEAR (FY) 2021 ANNUAL ACTION PLAN FOR THE ALLOCATION OF HOME AMERICAN RESCUE PLAN FUNDING (HOME-ARP)

The City of Hattiesburg, Mississippi will hold a public hearing, Monday, March 20, 2023, at 2:00p.m. at Jackie Dole Sherrill Community Center, 220 W. Front Street to discuss the proposed activities identified in the City's draft HOME-ARP Allocation Plan. The purpose of the hearing is to give the public an opportunity to provide comments on the proposed Substantial Amendment to the FY 2021 Action Plan for the allocation of the HOME American Rescue Plan (HOME-ARP) funding, with proposed recommendations. The City of Hattiesburg expects to receive \$1,075,484.00 in HOME-ARP funds appropriated under Section 3205 of the American Rescue Plan Act of 2021. The proposed activities and funding recommendations to be undertaken, and described in the draft HOME-ARP Allocation Plan, are as follows:

The Public Hearings schedule is as follows:

ACTIVITY	LOCATION	FUNDING RECOMMENDATION
Temporary/Emergency Shelter	TBD	\$914,161.40
Administration (15% cap)	Community Development Division	\$161,322.60
HOME-ARP Allocation Total:		\$1,075,484.00

The draft HOME-ARP Allocation Plan and Substantial Amendment to the 2021 Action Plan will be available for review, Thursday, February 16, 2023, at www.hattiesburgms.com/community-development or at City Hall, first floor, Community Development Division, 200 Forrest Street, Hattiesburg, MS. Public Comments on the topic will be taken between February 16, 2023 - March 20, 2023.

The City will consider any comments or views of citizens, agencies or units of local government received in writing and orally at the Public Hearing scheduled for March 20, 2023. Written comments will additionally be accepted in the Community Development Division through March 20, 2023, 4:00p.m. A summary of any comments accepted will be attached to the final plan.

Comments related to this NOTICE may be mailed to City of Hattiesburg Community Development Division, P.O. Box 1898, Hattiesburg, MS 39403, or emailed to cdhg@hattiesburgms.com, or delivered to City Hall, First Floor, Urban Development/Community Development Division, 200 Forrest Street, Hattiesburg, MS 39401.

If you have any questions regarding this information, please contact the Department at (601) 545-1006. Anyone requiring special accommodation(s) in considering these proposals, providing related comments, or in attending the public hearing are encouraged to contact Community Development at (601) 554-1006 or email cdhg@hattiesburgms.com in sufficient advance of meetings for arrangements.



CITY OF HATTIESBURG, MISSISSIPPI

BY: /s/ Kermas Eaton

CITY CLERK

(SEAL)

Toby Barker, Mayor

Published February 16, 2023



Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 181 Published 1 times

Date 1st Published: Feb 23 Amt: 21.72

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 21.72

Proof of Publication Fee: 3.00

TOTAL: 24.72

(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 23
day of February, 2023, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH-Wikstrom
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pyint Rec.d: _____
- ☐ POP sent: _____



PUBLIC HEARING

NOTICE is hereby given that an application has been filed by Bill Wikstrom, to appeal the Hattiesburg Planning Commission's action on the petition filed by Bill Wikstrom, owner, to request a conditional use for "Product whole-sale" in a B-3 Zone for a property located at 1601 Hardy Street. The Planning Commission Recommended to Deny on February 1st, 2023. Set a public hearing before City Council on Monday, March 20th, 2023 at 4:00 p.m. and authorize publication of Public Notice setting and Appeal Public Hearing.

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, March 20, 2023, in the City Council Chambers of City Hall, 200 Forrest St., 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 17th day of February, 2023.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton /s/

CITY CLERK

(SEAL)

Published February 23, 2023

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 269 Published 1 times

Date 1st Published: Feb 23 Amt: 32.28

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

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Proof of Publication Fee: 3.00

TOTAL: 35.28

(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 23
day of February, 2023, a Notary Public in
and for the County of Lamar State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH-Ordinance 3325
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



CITY OF HATTIESBURG NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 3325, duly adopted and approved by the City Council of the City of Hattiesburg on February 7, 2023. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk of the City of Hattiesburg, 200 Forrest Street, Hattiesburg, Mississippi, 39401.

ORDINANCE NO. 3325

AN ORDINANCE AMENDING THE CITY OF HATTIESBURG COMPREHENSIVE PLAN, 2008-2028 AND AMENDING THE TEXT OF THE MID-TOWN FORM-BASED CODE, ORDINANCE NUMBER 3105, ESTABLISHING THE "HATTIESBURG FORM-BASED CODE"

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

A general summary of the subject matter of the Ordinance is contained in its title.

This notice constitutes compliance with Sections 13-3-31 and 21-17-19 of the Mississippi Code Annotated (1972) as amended.

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

Yeas: George, Delgado, Carroll, Ware and Brown.

Absent: None

Nays: None

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 7th day of February, 2023.

(SEAL) ATTEST: /s/ Ronda S. Kennedy,
Clerk of Council

ADOPT: /s/ Jeffrey George, President

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the 7th day of February, 2023.

ATTEST: /s/ Kermas Eaton, City Clerk

APPROVED: /s/ Toby Barker, Mayor

Published February 23, 2023

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspaper published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 281 Published 1 times

Date 1st Published: Feb 23 Amt: 33.72

Date 2nd Published: _____ Amt: _____

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Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 33.72

Proof of Publication Fee: 3.00

TOTAL: 36.72

(signed) Christina Pierce
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 23
day of February, 2023, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH-Ordinance 3326
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



CITY OF HATTIESBURG NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 3326, duly adopted and approved by the City Council of the City of Hattiesburg on February 7, 2023. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk of the City of Hattiesburg, 200 Forrest Street, Hattiesburg, Mississippi, 39401.

ORDINANCE NO. 3326
AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, TO ADOPT THE LONGLEAF VILLAGE IN THE AVENUES MASTER PLAN AND TO CREATE, DEFINE, AND ADD REGULATIONS FOR THE AREA KNOWN AS "THE LONGLEAF VILLAGE IN THE AVENUES."

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI:
A general summary of the subject matter of the Ordinance is contained in its title.

This notice constitutes compliance with Sections 13-3-31 and 21-17-19 of the Mississippi Code Annotated (1972) as amended.

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

Yeas: George, Delgado, Carroll, Ware and Brown

Absent: None

Nays: None

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 7th day of February, 2023.

(SEAL) ATTEST: /s/ Ronda S. Kennedy,
Clerk of Council

ADOPT: /s/ Jeffrey George, President

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the 7th day of February, 2023.

ATTEST: /s/ Kemas Eaton, City Clerk

APPROVED: /s/ Toby Barker, Mayor
Published February 23, 2023



Memorandum

To: Mayor Toby Barker and Members of City Council
From:
cc:
Date: Tuesday, April 18, 2023
Re: Acknowledge privilege tax license report for the month of March 2023.
File Number: 2023-259
Minute Book #

Summary

Recommendation Statement

Please place this on the April 18, 2023 City Council meeting for consideration.

PRIVILEGE LICENSE MONTHLY REPORT

03/01/2023 TO 03/31/2023

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-01-22-023646	\$45.00		MODEL' D BY MIA 1307 ADELINE ST HATTIESBURG MS 39401
LIC-01-23-026278	\$45.00		MANE CLIQUE SALON 102 N 38TH AV STE A HATTIESBURG MS 39401
LIC-02-22-023651	\$45.00		TAMED STUDIO 1307 ADELINE ST STE 200 HATTIESBURG MS 39401
LIC-02-23-026315	\$45.00		MERCURY PIZZA COMPANY HWY 98 HATTIESBURG MS
LIC-02-23-026384	\$45.00		LIZZIE AND GERTRUDES TREASURES 215 BROADWAY DR STE 80 HATTIESBURG MS 39401
LIC-03-23-026466	\$20.00		SJ SURGICAL ASSISTING 111 COMANCHE DR HATTIESBURG MS 39402
LIC-03-23-026469	\$45.00		THE BIZNESS LADY ENTERPRISES, LLC 215 MOBILE ST STE 103 HATTIESBURG MS 39401
LIC-03-23-026470	\$45.00		THE BLOOMING NETWORK LLC 215 MOBILE ST STE 103 HATTIESBURG MS 39401
LIC-03-23-026473	\$45.00		SHORELINE POOL DISTRIBUTION 140 CHAMBLISS DR HATTIESBURG MS 39401
LIC-03-23-026495	\$88.00		BEAUTY SQUARD 5912 HWY 49 STE A3 HATTIESBURG MS 39401
LIC-03-23-026529	\$20.00		TRUE VIRTUAL ASSISTANCE 1711 SECOND TER HATTIESBURG MS 39401
LIC-03-23-026531	\$45.00		POWERFUL CONVERSATIONS 607 CORINNE ST STE C3 HATTIESBURG MS 39401
LIC-03-23-026532	\$30.00		PINE BELT MEDICINAL 283 TIDEWATER RD HATTIESBURG MS 39402
LIC-03-23-026534	\$20.00		LOCNATION, LLC 516 COLUMBIA ST HATTIESBURG MS 39401
LIC-03-23-026558	\$175.00		HOOD INDUSTRIES INC 1978 HOOD BOULEVARD STE 100 HATTIESBURG MS 39401
LIC-03-23-026577	\$20.00		EVERETT CONSTRUCTION 95 HARTFIELD HILL PT PETAL MS 39465

LIC-03-23-026582	\$20.00	FOREVER YOUNG BEAUTY SALON BARBER SHOP 206 BROADWAY DR HATTIESBURG MS 39401
LIC-03-23-026583	\$20.00	WITHERINGTON CONSTRUCTION CORP 25387 FRIENDSHIP RD DAPHNE AL 36526
LIC-03-23-026586	\$20.00	ELECTRICAL REPAIR SERVICE 7 PROFESSIONAL PKWY STE 101 HATTIESBURG MS 39401
LIC-03-23-026588	\$45.00	ROYAL SPICES 716 MONTERREY LN HATTIESBURG MS 39402
LIC-03-23-026589	\$45.00	LA MAISON DE BELLA 50 TRYSTAN DR PETAL MS 39465
LIC-03-23-026590	\$20.00	VAZQUEZ AUTO SALES 5387 HWY 42 HATTIESBURG MS 39401
LIC-03-23-026599	\$45.00	NAILS by TAYLOR SIPP 1307 ADELINE ST STE 230 HATTIESBURG MS 39402
LIC-03-23-026626	\$20.00	PURPLE DRAGON KARATE MS 58 SHARMONT DR HATTIESBURG MS 39402
LIC-09-22-025227	\$45.00	PINE BELT FLEET SERVICES 5102 HWY 49 S HATTIESBURG MS 39401
LIC-11-22-025883	\$45.00	C andD AUTO SALES 105 MANCHESTER RD HATTIESBURG MS 39402

26

\$1,103.00

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-03-23-026452	\$200.00		WILLIAM CAREY UNIV. BOOKSTORE #015 498 TUSCAN AVENUE HATTIESBURG MS 39401-
LIC-03-23-026453	\$20.00	\$2.20	GRACE HEALTHCARE DME 3325 BARTLETT BLVD ORLANDO FL 32811
LIC-03-23-026454	\$30.00		PJ'S COFFEE OF NEW ORLEANS 6106 HWY 98 STE 10 HATTIESBURG MS 39402
LIC-03-23-026455	\$20.00		BROOKHAVEN BARBER STYLING SCHOOL 1520 ADELINE ST STE 80 HATTIESBURG MS 39401
LIC-03-23-026456	\$20.00		ROGERS HEARING HEALTHCARE DBA AUDIBEL HEARING P.O. BOX 17167 HATTIESBURG MS 39404-7167
LIC-03-23-026457	\$20.00		ADVANTAGE TAX & PRINTING SERVICE INC. 2407 W 4TH ST HATTIESBURG MS 39401
LIC-03-23-026458	\$30.00		HARDEE'S 4964 HARDY STREET HATTIESBURG MS 39401

LIC-03-23-026459	\$30.00		BASKIN-ROBBINS 3720 HARDY STREET STE 16 HATTIESBURG MS 39402-
LIC-03-23-026460	\$405.00		GENCO'S AMUSEMENT COMPANY INC. 532 COLUMBIA BOGALUSA LA 70427-
LIC-03-23-026461	\$108.00		GENCO'S AMUSEMENT COMPANY INC. 532 COLUMBIA BOGALUSA LA 70427-
LIC-03-23-026464	\$150.00		CHANNEL CONTROL MERCHANTS, LLC 48 RAWLS SPRINGS LOOP RD BLDG A,B,C,D, E HATTIESBURG MS 39402
LIC-03-23-026465	\$1,840.00		SUNBELT RENTALS, INC. 5595 HWY 49 S HATTIESBURG MS 39401
LIC-03-23-026471	\$129.00		THE FIRST BANK PO BOX 15549 HATTIESBURG MS 394040000
LIC-03-23-026475	\$20.00	\$3.60	BAGGETT PLUMBING CO. 317 RALPH RAWLS ROAD HATTIESBURG MS 39402
LIC-03-23-026478	\$20.00	\$3.20	BAGGETT PLUMBING CO. 317 RALPH RAWLS ROAD HATTIESBURG MS 39402
LIC-03-23-026480	\$20.00	\$4.20	BAGGETT PLUMBING CO. 317 RALPH RAWLS ROAD HATTIESBURG MS 39402
LIC-03-23-026481	\$20.00	\$3.20	BAGGETT PLUMBING CO. 317 RALPH RAWLS ROAD HATTIESBURG MS 39402
LIC-03-23-026482	\$30.00	\$3.30	SPECIALTEE TRANSPORTATION 5296 OLD HWY 11 STE 3 HATTIESBURG MS 39402
LIC-03-23-026483	\$20.00	\$2.20	THA HEREAFTER MANYFACTURIN & STORAGE LLC 927 LUTHER ST HATTIESBURG MS 39401
LIC-03-23-026484	\$20.00		ONE STOP TIRE SHOP 1813 EDWARDS STREET STE 10 HATTIESBURG MS 39401-
LIC-03-23-026485	\$33.00		H'BURG CLINIC-INTERNAL MEDICINE 4 MEDICAL BOULEVARD HATTIESBURG MS 39401
LIC-03-23-026486	\$123.00		HATTIESBURG CLINIC PA-CANCER CENTER 301 S 28TH AVENUE HATTIESBURG MS 39401
LIC-03-23-026487	\$20.00		HATTIESBURG CLINIC, P.A. 712 EMERALD LANE HATTIESBURG MS 39401-
LIC-03-23-026488	\$20.00		HATTIESBURG CLINIC-CLINICAL EDUCATION 114 N 40TH AV STE-10 HATTIESBURG MS 39402
LIC-03-23-026489	\$20.00	\$4.00	TAMCO MECHANICAL SERVICES 311 KELLY ROSE LANE PETAL MS 394650000
LIC-03-23-026491	\$20.00		HAMILTON CATERING, INC. 102 MELWOOD DR HATTESBURG MS 39401

LIC-03-23-026492	\$20.00	\$2.20	HEADZ UP BARBER SHOP 2509 W 4TH ST HATTIESBURG MS 39401
LIC-03-23-026493	\$20.00		AZTEC MOTORS 1502 N MAIN ST HATTIESBURG MS 39401
LIC-03-23-026498	\$20.00		TALON SERVICES GROUP LLC 55 N FOUNDERS WAY HATTIESBURG MS 39401
LIC-03-23-026500	\$33.00		FARRELL CALHOUN, INC 221 E CAROLINA AV MEMPHIS TN 38126-
LIC-03-23-026501	\$30.00		USA NAIL II 24 CROSS CREEK PKWY STE 190 HATTIESBURG MS 39402
LIC-03-23-026502	\$20.00		GARY'S SMALL ENGINE 1400.5 E HARDY STREET HATTIESBURG MS 39401-
LIC-03-23-026503	\$30.00		ACADEMY OF HAIR DESIGN 5912 HWY 49 STE A1A HATTIESBURG MS 39401
LIC-03-23-026504	\$30.00	\$3.30	SIMPLY the BEST KARE, LLC 602 ADELINE ST STE D1, D2, & D3 HATTIESBURG MS 39401
LIC-03-23-026506	\$63.00	\$8.19	CITY GEAR #6020 1000 TURTLE CREEK STE 10 HATTIESBURG MS 39402-
LIC-03-23-026507	\$30.00		CRAFT AUTO SALES 911 E HARDY STREET HATTIESBURG MS 394010000
LIC-03-23-026508	\$20.00		LAMAR PROPERTY & REALTY, INC 130 SHELBY SPEIGHTS DRIVE PURVIS MS 39475-
LIC-03-23-026509	\$20.00		HATTIE'S DRAWERS 2006 ADELINE STREET HATTIESBURG MS 39401-
LIC-03-23-026510	\$20.00		PIERCE PLUMBING INC. 1518 N MAIN STREET HATTIESBURG MS 39401-
LIC-03-23-026511	\$30.00		PIERCE PLUMBING INC. 1518 N MAIN STREET HATTIESBURG MS 39401-
LIC-03-23-026512	\$20.00		PIERCE PLUMBING INC. 1518 N MAIN STREET HATTIESBURG MS 39401-
LIC-03-23-026515	\$40.00	\$4.80	METHODIST ORTHOTICS & PROSTHETICS 107 FAIRFIELD DRIVE STE 10 HATTIESBURG MS 39402-
LIC-03-23-026516	\$30.00		BRISTER-STEPHENS, INC.45 SOLAR COURT MANDEVILLE,LA 70471 PO BOX 8985 COURT MANDEVILLE LA 70470-0000
LIC-03-23-026517	\$75.00		CITI TRENDS #116 104 COLEMAN BOULEVARD SAVANNAH GA 314080000
LIC-03-23-026518	\$20.00		WILL'S GUN AND AMMO 39A KING RD HATTIESBURG MS 39402

LIC-03-23-026519	\$100.00		WILL'S GUN AND AMMO 39A KING RD HATTIESBURG MS 39402
LIC-03-23-026520	\$20.00		WISE CARTER CHILD & CARAWAY 601 ADELINE ST HATTIESBURG MS 39401
LIC-03-23-026521	\$20.00		HATTIESBURG TRUCK PARTS 5484 HIGHWAY 42 HATTIESBURG MS 39401-
LIC-03-23-026522	\$20.00		GEORGE MOORE PLUMBING 30 COURTNEY RD PETAL MS 39465-
LIC-03-23-026523	\$20.00		DENNIS PIERCE, INC. 23 LIBERTY PLACE HATTIESBURG MS 394020000
LIC-03-23-026524	\$10.00		ECOATM, LLC 1000 TURTLE CREEK DRIVE KIOSK #1 HATTIESBURG MS 39402-
LIC-03-23-026530	\$20.00	\$2.80	LISAS UNLIMITED STYLES 3305 LUPER DRIVE HATTIESBURG MS 394010000
LIC-03-23-026537	\$30.00		TEMP-MASTERS, INC. 5975 N 300 W UNIONDALE IN 46791
LIC-03-23-026538	\$30.00		DUKES & DUKES LAW OFFICE PO BOX 2055 HATTIESBURG MS 394032055
LIC-03-23-026539	\$30.00		WATER PRO INC. PO BOX 1021 HATTIESBURG MS 39403
LIC-03-23-026540	\$20.00		AAA HOMES OF MS, LLC 723 HARDY STREET HATTIESBURG MS 39401-
LIC-03-23-026541	\$20.00		HATTIESBURG PAYDAY LOAN CO INC. 1910 HARDY STREET STE 20B HATTIESBURG MS 39401-
LIC-03-23-026542	\$30.00		AMERICAN AIR SPECIALIST OF MS PO BOX 162 HATTIESBURG MS 39402
LIC-03-23-026543	\$30.00		ROSELAND PARK CEMETARY & BEVERLY MEMORIAL COMPANY 1202 W 7TH STREET HATTIESBURG MS 39401
LIC-03-23-026544	\$20.00		NEBLETT'S FRAME OUTLETS, INC. 3906 HARDY ST STE 10 HATTIESBURG MS 39401
LIC-03-23-026545	\$30.00		MONTAGUE, PITTMAN & VARNADO,P.A. 525 MAIN STREET HATTIESBURG MS 39401
LIC-03-23-026546	\$20.00		HERITAGE VISION CENTER, INC. 6096 HWY 98 STE 1 HATTIESBURG MS 39402
LIC-03-23-026547	\$33.00		HOT TOPIC #657 18305 E SAN JOSE AVENUE CITY OF INDUSTRY CA 917480000
LIC-03-23-026548	\$80.00	\$9.60	GEORGIA PACIFIC 1 WL RUNNELS INDUSTRIAL DRIVE HATTIESBURG MS 39401

LIC-03-23-026549	\$150.00		FERGUSON ENTERPRISES INC. 251 LITTLE FALLS DR WILMINGTON DE 19808
LIC-03-23-026550	\$30.00		JOHN'S CAR CARE 1209 HARDY ST HATTIESBURG MS 39401
LIC-03-23-026551	\$10.00		JOHN'S CAR CARE 1209 HARDY ST HATTIESBURG MS 39401
LIC-03-23-026552	\$300.00		PARISH TRACTOR COMPANY, LLC 7065 HWY 49 HATTIESBURG MS 39402
LIC-03-23-026553	\$20.00		TIGER ROCK MARTIAL ARTS 28 MARKET COURT 40 HATTIESBURG MS 394020000
LIC-03-23-026556	\$20.00		SPEEDY PRINTING and SIGNS, INC. 1002 HARDY ST HATTIESBURG MS 39401
LIC-03-23-026557	\$20.00		MARKETPLACE ANTIQUES 5360 HWY 49 S HATTIESBURG MS 39401
LIC-03-23-026559	\$20.00	\$3.40	CHANDLER RESIDENTIAL COMPANY, LLC 92 INDUSTRIAL DR HATTIESBURG MS 39401
LIC-03-23-026560	\$20.00	\$2.20	LOWERY POWELL ENTERPRISES OF H'BURG P.O. BOX 321381 FLOWOOD MS 39232
LIC-03-23-026561	\$30.00	\$3.90	R.S. ALLEN CONSTRUCTION CO. INC. 125 MONARCH BLVD HATTIESBURG MS 39402
LIC-03-23-026562	\$0.00	\$0.00	ENTERTAINMENT GROUP INC 650 B PAPWORTH AV METAIRIE LA 70005
LIC-03-23-026563	\$380.00		BUCK'S BARGAIN CENTER 187 SGT PRENTISS DRIVE NATCHEZ MS 39120
LIC-03-23-026564	\$20.00		GREGORY ALSTON, ATTORNEY AT LAW PO BOX 1385 HATTIESBURG MS 39403
LIC-03-23-026565	\$51.00		MISSISSIPPI MATERIALS CO. 1920 BYRON STREET HATTIESBURG MS 39401
LIC-03-23-026566	\$20.00		HEAVENLY ANGELS CARE GIVING SERVICES 607 DUKE AV HATTIESBURG MS 39401
LIC-03-23-026567	\$33.00	\$3.96	J ALLAN'S LLC 6190 HWY 98 W HATTIESBURG MS 39402
LIC-03-23-026568	\$20.00		UNITED FENCE COMPANY 255 MCLEOD STREET HATTIESBURG MS 39401
LIC-03-23-026569	\$20.00		VAPORIZED 112 CAMBROOKE HATTIESBURG MS 39402
LIC-03-23-026570	\$20.00		ABBAY SALON & SPA 22 98 PLACE BLVD HATTIESBURG MS

LIC-03-23-026571	\$560.00		FIRESTONE COMPLETE AUTO CARE 200 4TH AV S STE 100 NASHVILLE TN 37214
LIC-03-23-026573	\$20.00		SERVICE-ALL REPAIR 10 PIEDMONT RD PETAL MS 39465
LIC-03-23-026581	\$20.00		FOREVER YOUNG BEAUTY SALON BARBER SHOP 206 BROADWAY DR HATTIESBURG MS 39401
LIC-03-23-026584	\$20.00		HERNANDEZ TIRE SHOP # 2 1523 BROADWAY DRIVE HATTIESBURG MS 39402
LIC-03-23-026585	\$0.00	\$0.00	PINKY FOOD GALLERY 2406 W 4TH ST HATTIESBURG MS 39401
LIC-03-23-026591	\$20.00		VANCE PROPERTIES 905 HARDY ST HATTIESBURG MS 39401
LIC-03-23-026592	\$20.00		H M P DESIGN 100 W PINE ST HATTIESBURG MS 39401
LIC-03-23-026593	\$30.00		POSTLETHWAITE & NETTERVILLE 103 MADISON PLAZA HATTIESBURG MS 39402
LIC-03-23-026594	\$150.00		CRACKER BARREL PO BOX 787 LEBANON TN 37088-
LIC-03-23-026595	\$20.00		CANTEBURY APARTMENT, LLC 213 N 39TH AV HATTIESBURG MS 39402
LIC-03-23-026596	\$380.00		KAY JEWELERS #677 375 GHENT RD AKRON OH 443330000
LIC-03-23-026597	\$80.00		J P M OF MISSISSIPPI, INC. 116 W L RUNNELS INDUSTRIAL DR HATTIESBURG MS 39401
LIC-03-23-026598	\$20.00	\$0.00	ELYSIAN 406 MANDALAY DR HATTIESBURG MS 39402
LIC-03-23-026600	\$30.00		JACKSON BROTHERS CONSTRUCTION SERVICES LLC 47 NORTH OF FIELDS HATTIESBURG MS 39402
LIC-03-23-026601	\$20.00		DIFFERENT DRUMMER PUBLISHING LLC 3904 HARDY ST HATTIESBURG MS 39402
LIC-03-23-026602	\$20.00		LIL SMOKEHOUSE LLC PO BOX 1509 PURVIS MS 39475
LIC-03-23-026603	\$20.00		EASTSIDE BARBER SHOP 204 EASTSIDE AVENUE HATTIESBURG MS 394010000
LIC-03-23-026605	\$96.00		KENAN TRANSPORT LLC 1002 BOUIE ST HATTIESBURG MS 39401
LIC-03-23-026606	\$30.00		BILL'S PLUMBING CO. 31 HARTFIELD RD PETAL MS 39465

LIC-03-23-026607	\$20.00		TRANSFORM SR HOME IMPROVEMENT PRODUCTS LLC 125 JAMES DRIVE W ST. ROSE LA 70087
LIC-03-23-026608	\$20.00		JIM COOPER CONSTRUCTION COMPANY, INC 5004 5TH AV BIRMINGHAM AL 35212
LIC-03-23-026609	\$30.00		HOME INSTEAD SERVICES CARE 800 S 28TH AV HATTIESBURG MS 39401
LIC-03-23-026610	\$33.00		RENT-A-CENTER #04366 1000 BROADWAY DR 25 HATTIESBURG MS 39401
LIC-03-23-026611	\$0.00		BIO SOIL ENHANCERS INC 1161 JAMES STREET HATTIESBURG MS 39401-
LIC-03-23-026612	\$20.00		PHILLIPS MONUMENT, LLC 5400 HWY 42 BYPASS HATTIESBURG MS 39401
LIC-03-23-026616	\$20.00	\$2.20	THE BARBER STUDIO INC 102 N 38TH AV STE F HATTIESBURG MS 39401
LIC-03-23-026617	\$20.00		ELECTRIC LOUNGE HAIR STUDIO 1715 HARDY ST STE 10 HATTIESBURG MS 39401
LIC-03-23-026618	\$48.00	\$0.00	DOMINOS #5922 6061 W HWY 98 HATTIESBURG MS 39402
LIC-03-23-026619	\$20.00		LIL' CAR WASH, INC PO BOX 1509 PURVIS MS 39475-
LIC-03-23-026620	\$30.00		BONITA BROW BAR 800 BONAVENTURE WAY STE 130 SUGARLAND TX 77479
LIC-03-23-026621	\$20.00		MILDRED MADDOX REAL ESTATE 3018 W 7TH STREET HATTIESBURG MS 39401-
LIC-03-23-026623	\$20.00		OAK GROVE MASSAGE 5267 OLD HWY 11 STE-D HATTIESBURG MS 39402
LIC-03-23-026624	\$20.00		TWICE THE ICE 1495 ATHENS ROAD MENDENHALL MS 39114-
LIC-03-23-026625	\$20.00		RAZORS EDGE HAIR SALON LLC 4700 HARDY ST STE F HATTIESBURG MS 39402
LIC-11-22-025895	\$0.00		HOOD INDUSTRIES INC 1978 HOOD BOULEVARD STE 100 HATTIESBURG MS 39401
LIC-11-22-025938	\$45.00		SOUTHEAST ACE 4900 POPLAR SPRINGS DR STE 14 MERIDIAN MS 39305
LIC-12-22-025995	\$11.25		EQUINOX COFFEE 1901 HARDY ST HATTIESBURG MS 39401
120	\$7,679.25	\$72.45	

Total Collection for March

New Licenses	\$1,103.00
Renewed Licenses	\$7,679.25
Penalties	\$72.45
Grand Total	\$8,854.70



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Hunter White, Interim Engineering Director
cc:
Date: Tuesday, April 18, 2023
Re: Approve Plans and Specifications for the 16th Avenue and Concart Street Improvements project and Authorize advertisement for bids.
File Number: 2023-244
Minute Book #

Summary

Approve Plans and Specifications for the 16th Avenue and Concart Street Improvements project and Authorize advertisement for bids.

Recommendation Statement

I recommend approval of this project.

Please place this on the April 18, 2023 City Council meeting for consideration.

ADVERTISEMENT FOR BIDS

**16TH AVENUE AND CONCERT STREET IMPROVEMENTS
CITY OF HATTIESBURG, MISSISSIPPI**

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Thursday, **May 25**, 2023 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. Work includes sidewalk, lighting, traffic circles, landscaping, traffic table, and signal improvements. When bids are submitted electronically, the same requirements for submitting sealed bids shall apply. Electronic bids shall be submitted online at www.hattiesburgsbids.com and shall include a document representing the cover of the envelope containing the aforementioned criteria.

The above general outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all labor, equipment and materials required by the specifications and the drawings referred to therein.

Bidder must be qualified under Mississippi Law and show current Certificate of Responsibility issued by the Mississippi State Board of Public Contractors establishing his classification as to the value and type of construction on which he is authorized to bid.

Each Bidder shall write his Certificate of Responsibility Number on the outside of the sealed envelope containing his proposal.

Proposals shall be submitted in duplicate, sealed and deposited with the Owner prior to the hour and date hereinbefore designated. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so-called Golden Rule is followed state law requires a non-resident bidder is to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

Each Bidder must deposit with his proposal, a Bid Bond or Certified Check in an amount equal to five percent of his bid, payable to the Owner, as bid security. Bidders shall also submit a current financial statement, if requested, by the Owner. The successful bidder will be required to furnish a Payment Bond and Performance Bond each in the amount of 100 percent of the contract amount.

Bid documents are being made available via paper copy or pdf. All interested bidders are required to log-in or register for an account at www.hattiesburgsbids.com OR www.neel-schafferplans.com to view and order Bid Documents. All plan holders are required to have a valid email address for registration. Bid documents are non-refundable and must be purchased through the website. Questions regarding website registration and online orders please contact Plan House Printing at (601) 336-6378.

"Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition" as referred to herein, may be purchased from the Mississippi Department of Transportation.

The Owner hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Engineer is Neel-Schaffer, Inc., 704 Hardy Street, Hattiesburg, Mississippi 39401; Phone No. (601) 545-1565, Email: geoffrey.crosby@neel-schaffer.com. Geoffrey Crosby, P.E. – Senior Project Manager.

The Owner reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

BY: _____
City Clerk
City of Hattiesburg, Mississippi

DATES OF PUBLICATION:

April 23, 2023

April 30, 2023

16TH AVENUE AND CONCAR STREET IMPROVEMENTS

CITY OF HATTIESBURG HATTIESBURG, MISSISSIPPI FORREST COUNTY

MAYOR

TOBY BARKER

CHIEF ADMIN OFFICER

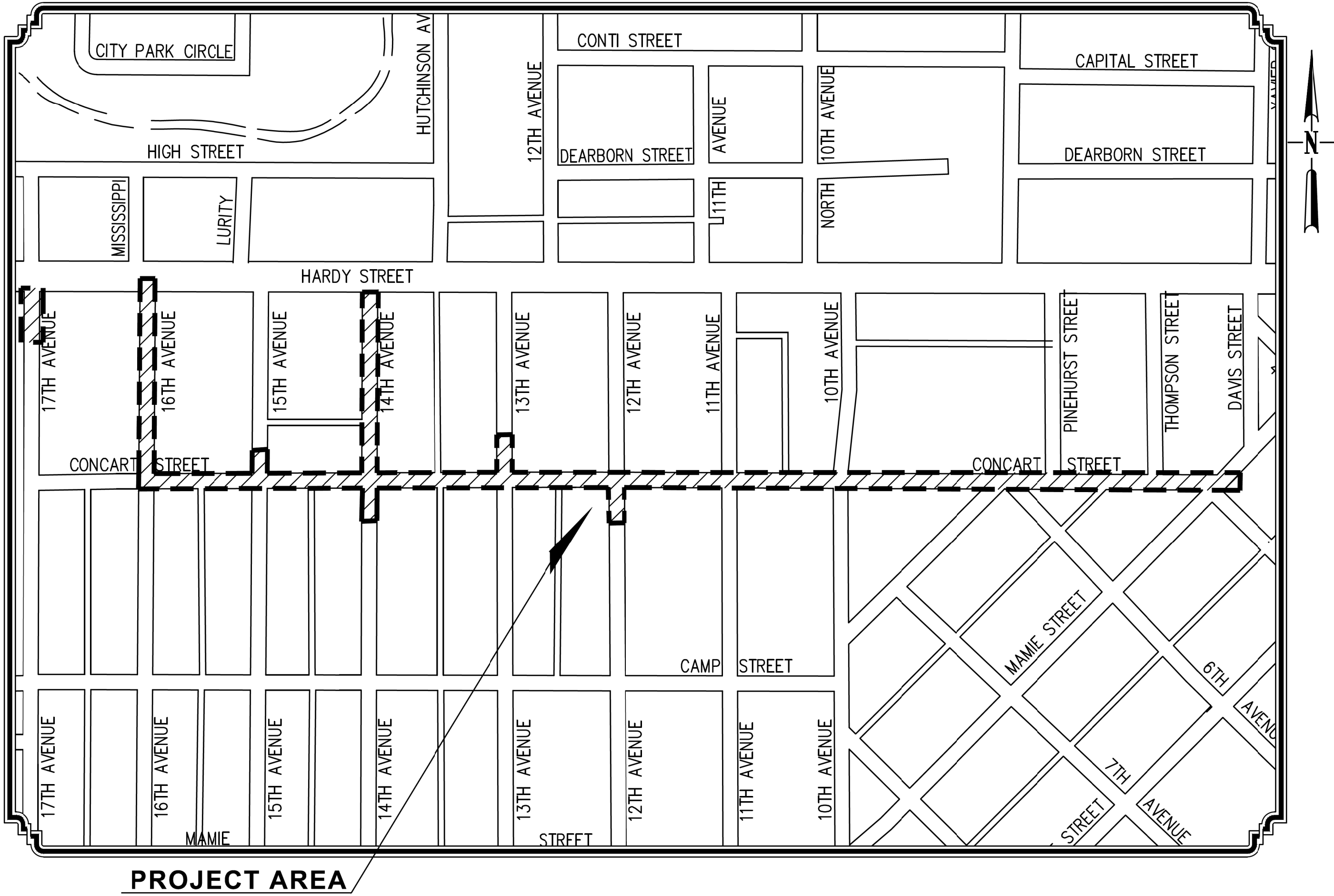
ANN JONES

COUNCIL MEMBERS

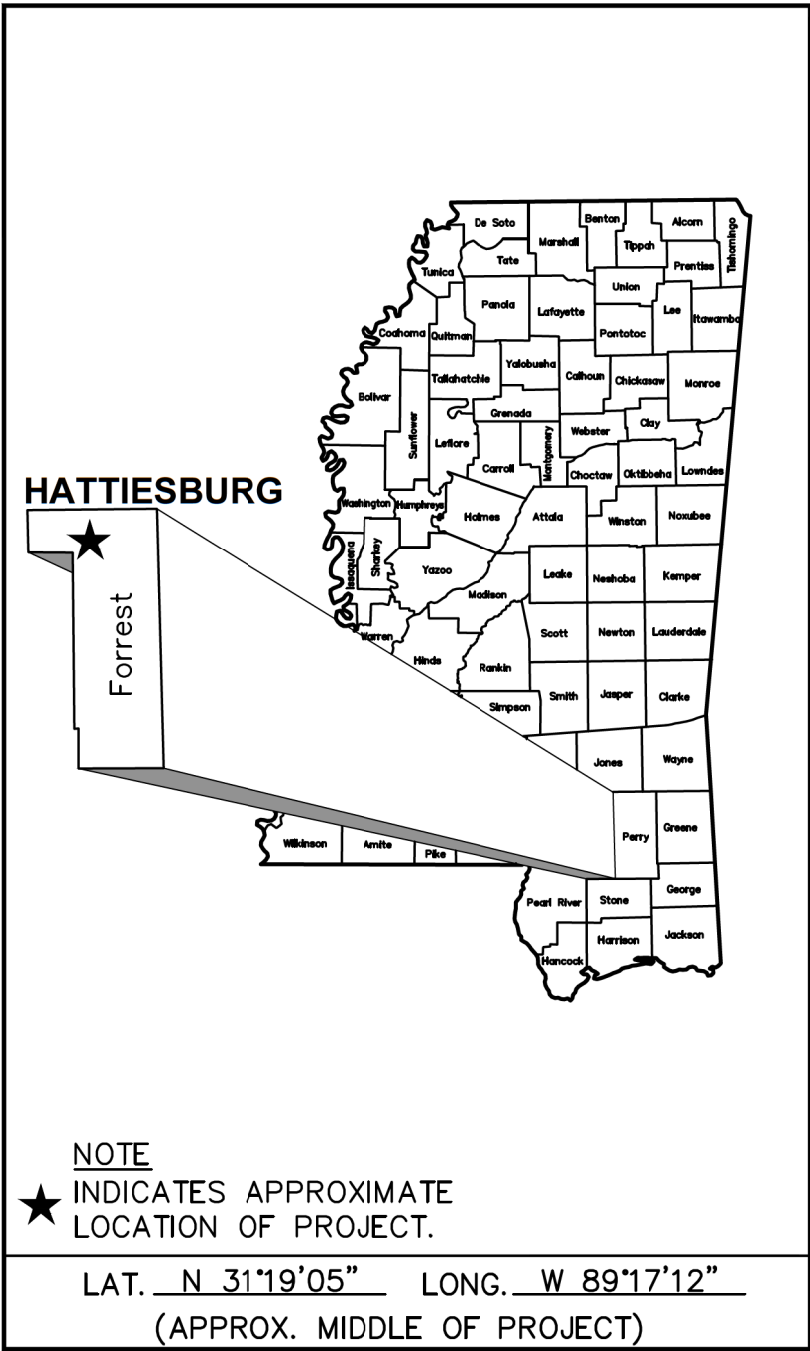
JEFFREY GEORGE	WARD 1
DEBORAH D. DELGADO	WARD 2
CARTER CARROLL	WARD 3
DAVE WARE	WARD 4
NICHOLAS BROWN	WARD 5

UTILITIES

CITY OF HATTIESBURG	- (601) 545-4530
MISSISSIPPI POWER	- (601) 426-4800
AT&T	- (601) 310-0704
SPIRE GAS	- (601) 549-9071
XFINITY (COMCAST)	- (601) 874-1213
CSPIRE	- (601) 624-4026



VICINITY MAP
PROJECT LOCATION



PREPARED BY :
NEEL-SCHAFER
Solutions you can build upon



GEOFFREY P. CROSBY
MISSISSIPPI LICENSE NO. 19984

4/2/2023 2:38 PM c:\1700\hattiesburg\17192 - concert at 16th ave traffic control.dwg\17192_index.dwg

DESCRIPTION OF SHEET			WKG. NO.	SHT. NO.	DESCRIPTION OF SHEET			WKG. NO.	SHT. NO.
TITLE SHEET (1)				1	TRAFFIC SIGNAL (4)				
DETAILED INDEX & GENERAL NOTES (2)					TRAFFIC SIGNAL MODIFICATIONS – HARDY STREET AT 17TH AVENUE TRAFFIC SIGNAL GENERAL NOTES TRAFFIC SIGNAL HEADS, TRAFFIC SIGNAL SIGNS AND WIND SPEEDS CURVED MAST ARM AND PEDESTRIAN POLE DETAILS			TSI-1 TSD-1 TSD-2 TSD-3C	2001 2002 2003 2004
DETAILED INDEX GENERAL NOTES			GN-1 GN-2	2 3					
TYPICAL SECTION SHEETS (1)					LIGHTING (5)				
TYPICAL SECTIONS			TS-1	4	LIGHTING PLAN – CONCAR STREET STA. 10+00 TO STA. 12+50 LIGHTING PLAN – CONCAR STREET STA. 12+50 TO STA. 14+50 LIGHTING DETAILS I LIGHTING DETAILS II ESTIMATED QUANTITIES – LIGHTING			LP-1 LP-2 LD-1 LD-2 EQL-1	E1 E2 E3 E4 E5
PLAN / PROFILE (29)					LANDSCAPE (2)				
DRAWING KEY DEMOLITION PLAN – CONCAR STREET & 15TH AVENUE DEMOLITION PLAN – CONCAR STREET & 13TH AVENUE DEMOLITION PLAN – CONCAR STREET AT 11TH & 12TH AVENUE DEMOLITION PLAN – CONCAR STREET & 10TH AVENUE DEMOLITION PLAN – CONCAR STREET AT PINEHURST & THOMPSON STREET DEMOLITION PLAN – 16TH AVENUE DEMOLITION PLAN – 14TH AVENUE CONCAR STREET – STATION 10+00 TO STATION 13+00 CONCAR STREET – STATION 13+00 TO STATION 14+50 CONCAR STREET – STATION 19+25 TO STATION 22+00 CONCAR STREET – STATION 22+00 TO STATION 25+00 CONCAR STREET – STATION 25+00 TO STATION 28+00 CONCAR STREET – STATION 28+00 TO STATION 31+00 CONCAR STREET – STATION 33+25 TO STATION 36+25 CONCAR STREET – STATION 36+25 TO STATION 39+25 CONCAR STREET – STATION 39+25 TO STATION 42+25 CONCAR STREET – STATION 42+25 TO STATION 45+25 CONCAR STREET – STATION 45+25 TO E.O.P 16TH AVENUE – STATION 50+00 TO STATION 53+20 16TH AVENUE – STATION 53+20 TO STATION E.O.P. 14TH AVENUE – STATION 60+00 TO STATION 63+00 14TH AVENUE – STATION 63+00 TO STATION 64+75 14TH AVENUE – STATION 64+75 TO STATION 66+50 13TH AVENUE – STATION 70+00 TO STATION 71+00 12TH AVENUE – STATION 80+00 TO STATION 81+50 17TH AVENUE – STATION 90+00 TO STATION 91+25 GEOMETRIC DETAILS GEOMETRIC DETAILS			KEY-1 DEMO-1 DEMO-2 DEMO-3 DEMO-4 DEMO-5 DEMO-6 DEMO-7 WKG-1 WKG-2 WKG-3 WKG-4 WKG-5 WKG-6 WKG-7 WKG-8 WKG-9 WKG-10 WKG-11 WKG-12 WKG-13 WKG-14 WKG-15 WKG-16 WKG-17 WKG-18 WKG-19 GEO-1 GEO-2	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33	LANDSCAPE PLAN – 14TH AVENUE MEDIANS VEGETATION SCHEDULE			LS-1 LS-2	4001 4002
					MDOT STANDARD DETAILS (5)				
					TYPICAL TEMPORARY EROSION / SEDIMENT CONTROL APPLICATIONS DETAILS OF SILT FENCE INSTALLATION HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS CONCRETE PIPE COLLAR STORM SEWER INLET TYPE SS-2			ECD-1 ECD-3 TCP-8 PC-1 SS-2	6101 6103 6358 6503 6524
					TOTAL NUMBER OF SHEETS (59)				
TRAFFIC CONTROL SHEETS (5)									
TRAFFIC CONTROL PLAN TRAFFIC CONTROL PLAN – TRAFFIC TABLE ON 15TH AVENUE TRAFFIC CONTROL PLAN – MEDIANS ON 14TH AVENUE TRAFFIC CONTROL PLAN – TRAFFIC CIRCLE – INTERSECTION OF 12 AVENUE & CONCAR STREET TRAFFIC CONTROL PLAN – TRAFFIC CIRCLE – INTERSECTION OF 11 AVENUE & CONCAR STREET TRAFFIC CONTROL DETAILS – ONE LANE CLOSURE (2 LANE ROAD)			TCP-1 TCP-2 TCP-3 TCP-4 TCP-5 TCP-6	34 35 36 37 38 39					
DETAILS (4)									
CONSTRUCTION DETAILS CONSTRUCTION DETAILS CONSTRUCTION DETAILS CONSTRUCTION DETAILS			DET-1 DET-2 DET-3 DET-4	40 41 42 43					

NOTICE TO DRAWING HOLDER NEEL-SCHAFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		16TH AVENUE AND CONCAR STREET IMPROVEMENTS CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY			DETAILED INDEX	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 17192.000 FILENAME: 17192_NOTES.dwg SCALE: NOT TO SCALE SURVEYED BY: CLEARPOINT ENGINEERS					
					DSGN: GPC DATE: 01/2023 DRWN: GPC DATE: 01/2023 CHKD: DATE: QA/QC: DATE:					
									WORKING NUMBER: GN-1	DRAWING NUMBER: 2

GENERAL NOTES

1. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION.

2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, APRONS, SIDEWALK, IRRIGATION, ETC. FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.

3. THE CONTRACTOR SHALL AVOID DAMAGING TREES AND SHRUBBERY UNLESS NOTED IN THE PLANS TO BE REMOVED. ALL DAMAGED PLANT MATERIAL NOT NOTED TO BE REMOVED SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

4. IMPROVEMENTS SHOWN ON THESE PLANS ARE IN APPROXIMATE LOCATIONS. ALL IMPROVEMENTS SHALL BE FIELD LOCATED BY THE CONTRACTOR WITH FIELD STAKED LOCATIONS APPROVED BY THE ENGINEER TO VERIFY PROPER PLACEMENT, ETC. THE CONTRACTOR SHALL FIELD STAKE PROPOSED IMPROVEMENT LOCATIONS A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO REVIEW BY THE ENGINEER.

5. ALL SIGNS AND TRAFFIC CONTROL DEVICES USED ON THIS PROJECT SHALL COMPLY WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).

6. WORK ON STRUCTURES FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PLACE WHAT BRACING, SHORING, OR GROUND SUPPORT SYSTEMS THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT PERSONS WORKING NEAR THE EXCAVATION.

7. UNDERGROUND, DRILLED OR JACKED CONDUIT SHALL BE INSTALLED AT A MINIMUM DEPTH OF THREE FEET UNLESS OTHERWISE DIRECTED BY THE ENGINEER. TRENCHED CONDUIT SHALL BE INSTALLED AT A MINIMUM DEPTH OF THREE FEET UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

8. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING GRADES AND MAKING ADJUSTMENTS AS NECESSARY WITH THE APPROVAL OF THE PROJECT ENGINEER.

9. THE CONTRACTOR SHALL COORDINATE WITH THE RESPECTIVE UTILITY COMPANIES FOR LOCATION OF EXISTING POWER, TELEPHONE, AND CABLE TV UTILITIES. DEPTH OF UNDERGROUND UTILITIES IS NOT KNOWN. THE CONTRACTOR IS REQUIRED TO DO TEST EXCAVATIONS IN AREAS WITH POTENTIAL CONFLICTS TO DETERMINE DEPTH OF UNDERGROUND UTILITIES.

10. ALL TREE ROOTS LARGER THAN ONE-INCH IN DIAMETER ARE TO BE CUT CLEANLY. EXPOSED ROOTS SHALL BE COVERED AT THE END OF THE WORK DAY USING TECHNIQUES SUCH AS COVERING WITH SOIL, MULCH OR WET BURLAP. NO EQUIPMENT, VEHICLES OR MATERIALS SHALL BE OPERATED OR STORED WITHIN THE DRIP LINE OF EXISTING TREES. NO CLEAN-OUT AREAS WILL BE ALLOWED WITHIN THE DRIPLINE SO THAT THE MATERIAL WILL NOT BE IN OR MIGRATE TO THE ROOT ZONE. NO GRADE CHANGE MORE THAN 3" IS ALLOWED WITHIN THE ROOT PROTECTION ZONE. ANY PRUNING OF EXISTING VEGETATION SHALL RECEIVE APPROVAL FROM THE PROJECT ENGINEER. ROOTS OR BRANCHES IN CONFLICT WITH CONSTRUCTION SHALL BE CUT CLEANLY ACCORDING TO PROPER PRUNING METHODS. NO WIRES, NAILS OR OTHER MATERIALS MAY BE ATTACHED TO PROTECTED TREES.

11. ANY AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED BY THE CONTRACTOR (TO INCLUDE GRASSING AND SITE GRADING) AS DIRECTED BY THE ENGINEER. THIS INCLUDES AREAS DAMAGED OR DISTURBED BY THE CONTRACTOR'S VEHICLES OR EQUIPMENT OUTSIDE OF THE PROJECT AREA. CONTRACTOR SHALL PROVIDE TEMPORARY EROSION CONTROL FOR DISTURBED AREAS UNTIL THEY HAVE BEEN GRASSED AND GROWTH ESTABLISHED (COST ABSORBED).

12. EXISTING LIGHTING (TO REMAIN AND TO BE REMOVED) SHALL REMAIN IN PLACE AND OPERABLE UNTIL PROPOSED LIGHTING IS IN PLACE AND OPERABLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY REPAIRS TO THE EXISTING LIGHTS, CIRCUITS AND ASSOCIATED COMPONENTS TO ENSURE NIGHT LIGHTING IS AVAILABLE EACH NIGHT DURING CONSTRUCTION (COST ABSORBED).

13. APPROXIMATE LOCATIONS OF LIGHTING ASSEMBLIES, IRRIGATION CONTROLLERS, SPRINKLER HEADS, VALVES, HOSEBIBS, RECEPTACLES, ELECTRICAL & CONTROL PANELS, BRICK, LANDSCAPING, ETC. ARE SHOWN ON THE DRAWINGS. EXACT INSTALLATION LOCATION OF IMPROVEMENTS SHALL BE STAKED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER PRIOR TO THE CONSTRUCTION OF THE IMPROVEMENTS.

14. ALL RAISED ROADSIDE APPURTENANCES TO BE PLACED A MINIMUM OF 2' BEHIND FACE OF CURB UNLESS OTHERWISE SPECIFIED ON PLANS.

15. CONTRACTOR IS RESPONSIBLE FOR HAVING UTILITIES LOCATED PRIOR TO ANY DIGGING OR EXCAVATION ACTIVITIES. CONTRACTORS SHALL MAKE EVERY EFFORT TO PROTECT EACH PRIVATE UTILITY ENCOUNTERED AND COORDINATE ADJUSTMENTS AND/OR UTILITY RELOCATIONS WITH UTILITY OWNERS. ANY DAMAGES TO UTILITIES SHALL BE REPLACED/REPAIRED AT THE CONTRACTORS EXPENSE.

16. ALL IMPROVEMENTS DESIGNATED WITHIN THE PROJECT SITE INCLUDING, BUT NOT LIMITED TO: DRAINAGE PIPE, CONCRETE, UNDERGROUND/ABOVE GROUND UTILITIES, PAVEMENT, & DEBRIS SHALL BE REMOVED FROM THE PROJECT SITE AND PROPERLY DISPOSED, UNLESS DIRECTED OTHERWISE BY THE OWNER OR INDICATED TO BE SALVAGED.

17. ALL PIPE SHALL BE GRADED TO LINES AND ELEVATIONS AS SHOWN. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO STAKEOUT THE CONSTRUCTION AND ESTABLISH LINES FOR WORK AND VERIFY ALL DIMENSIONS.

18. ALL CONNECTIONS TO EXISTING UTILITIES AND ALL UTILITY INSTALLATIONS SHALL BE IN COMPLIANCE WITH REQUIREMENTS OF APPROPRIATE JURISDICTIONAL AGENCIES.

19. IF IT IS NECESSARY TO HOLD ANY UTILITY POLES, THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY. ANY FEE OR CHARGE FOR THIS SERVICE SHALL BE COST ABSORBED BY THE CONTRACTOR.

20. THE CONTRACTOR SHALL VERIFY MATERIAL OF ALL EXISTING UTILITIES DESIGNATED FOR REMOVAL, REPLACEMENT, OR CONNECTION TO.

21. FILL, BACKFILL, AND EXISTING GRANULAR MATERIAL UNDER OR DIRECTLY ADJACENT TO IMPROVEMENTS (OTHER THAN LANDSCAPING AND GRASSING) SHALL BE COMPACTED TO 95% PROCTER PER ASTM D1557.

22. ALL DRAINAGE STRUCTURES SHALL BE CAST-IN-PLACE.

23. SIDEWALK, CROSS WALKS, CURB RAMPS, AND ALL OTHER ELEMENTS OF CONSTRUCTION SHALL BE ADA COMPLIANT IN ALL INSTANCES. IF SLOPES OF SIDEWALKS OR SHARED USE PATHS EXCEED 2%, THEY SHALL BE REPLACED BY THE CONTRACTOR AT THEIR OWN EXPENSE.

24. EXCEPT AS NOTED BELOW, CONTRACTOR SHALL REMOVE FROM THE SITE AND SATISFACTORILY DISPOSE OF ALL TREES, SHRUBS, STUMPS, ROOTS, BRUSH, MASONRY, RUBBISH, SCRAP, DEBRIS, AND OTHER MISCELLANEOUS STRUCTURES NOT COVERED UNDER OTHER SECTIONS AS SHOWN, SPECIFIED OR OTHERWISE REQUIRED TO PERMIT CONSTRUCTION OF THE NEW WORK.

25. TREES, STUMPS AND OTHER CLEARED AND GRUBBED MATERIAL MAY NOT BE DISPOSED OF ON SITE.

26. BURNING WILL NOT BE ALLOWED ON SITE.

27. ALL BURNING OFF THE SITE SHALL BE IN COMPLETE ACCORDANCE WITH RULES AND REGULATIONS OF LOCAL AUTHORITIES HAVING JURISDICTION.

28. CONTRACTOR SHALL CONTROL AIR POLLUTION CAUSED BY DUST AND DIRT, AND COMPLY WITH GOVERNING REGULATIONS.

29. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN ANY AND ALL MARKINGS AS NEEDED TO PROTECT EXISTING UTILITIES. ANY DAMAGE OR INTERRUPTION OF SERVICE CAUSED BY THE CONTRACTOR'S NEGLIGENCE SHALL BE REPORTED IMMEDIATELY TO THE APPROPRIATE UTILITY COMPANY AND SHALL BE REPAIRED AND SERVICE RESTORED IN FULL COOPERATION WITH THE UTILITY COMPANY AT THE CONTRACTOR'S EXPENSE.

30. ALL TREES ARE TO REMAIN UNLESS OTHERWISE NOTED.

31. CONTRACTOR MAY CONSTRUCT SECTIONS OF THE SIDEWALK SIMULTANEOUSLY BUT WILL NEED TO COORDINATE DEMOLITION ACTIVITIES WITH CONSTRUCTION.

32. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION, PROTECTION, AND RELOCATION OF BENCHMARKS DURING CONSTRUCTION. NO ADDITIONAL PAYMENT WILL BE MADE FOR THE RELOCATION OF BENCHMARKS.

33. THE MINIMUM DESIGN CRITERIA CAN BE FOUND IN THE THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, CURRENT EDITION (AS AMENDED), AND THE PROWAG (DRAFT 2011).

34. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL STAKE THE PROPOSED ALIGNMENT OF THE SIDEWALK AND TRAFFIC TABLE FOR THE ENGINEER AND OWNER TO REVIEW.

35. DEMOLITION SHALL CORRESPOND WITH CONSTRUCTION PHASING.

36. CONTRACTOR TO NOTIFY ENGINEER AT A MIN. 48 HOURS NOTICE OF ANY LANE CLOSURES, ROAD CLOSURES, LANE SHIFTS, ETC.

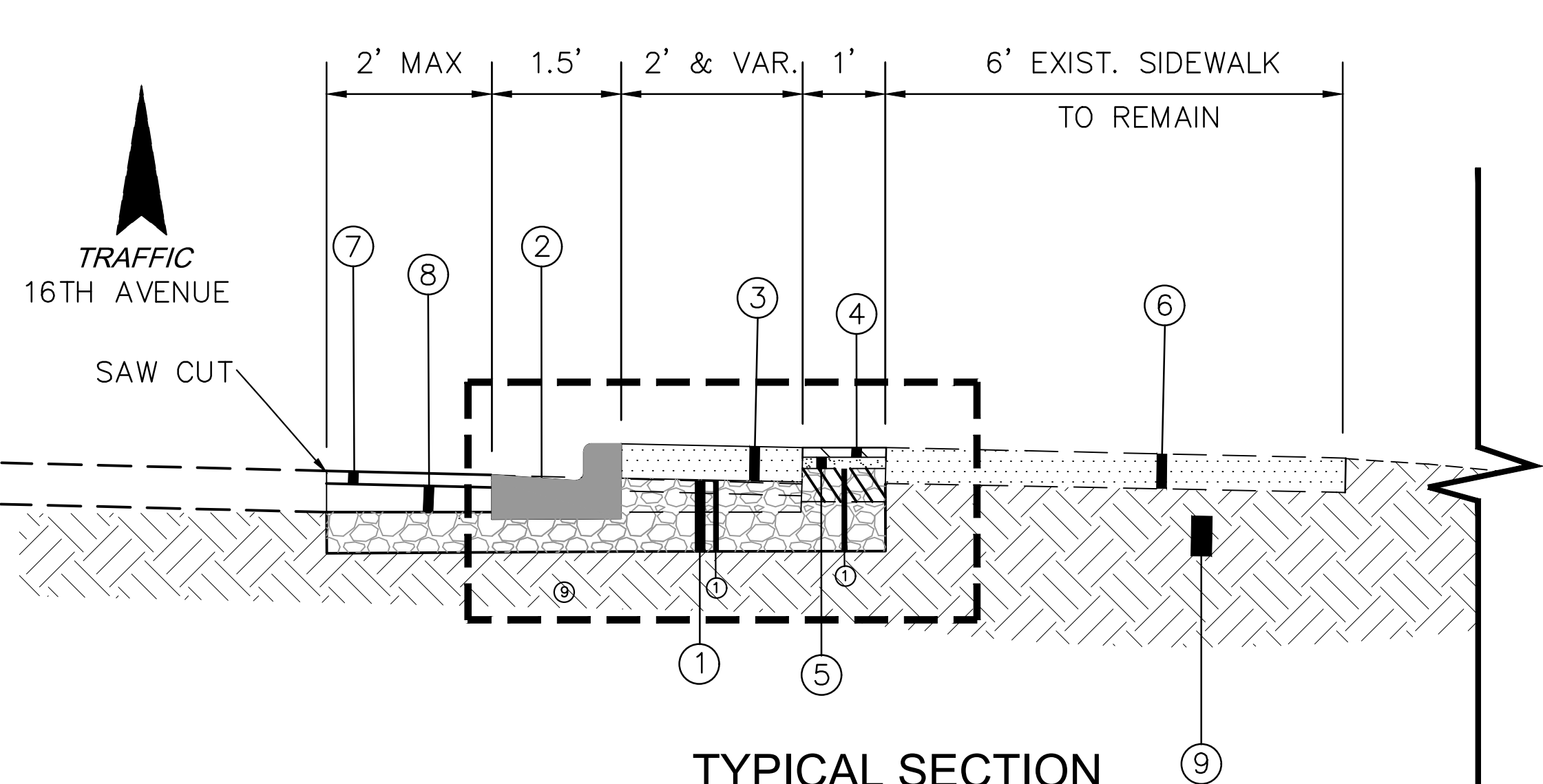
37. CONTRACTOR SHALL MAINTAIN ACCESS (INGRESS AND EGRESS) TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION. CONTRACTOR IS REQUIRED TO NOTIFY BUSINESS AND HOMEOWNERS 48 HOURS IN ADVANCE OF ACCESS RESTRICTIONS.

38. NO WORK ALLOWED ON SUNDAY AND WEDNESDAY AFTER 5 PM.

39. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THROUGH AND LOCAL TRAFFIC IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.

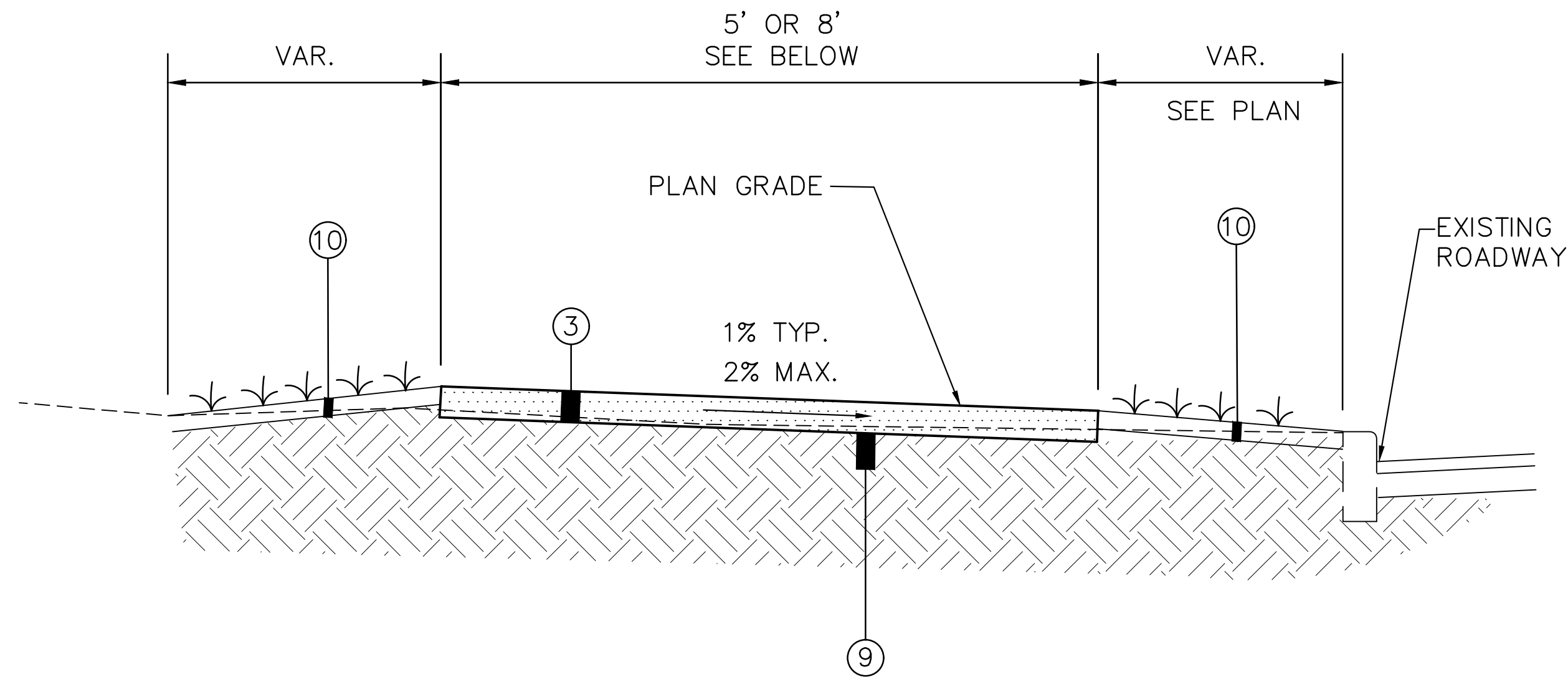
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NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS				DRAWING INFORMATION		16TH AVENUE AND CONCERT STREET IMPROVEMENTS CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY			GENERAL NOTES WORKING NUMBER: GN-2 DRAWING NUMBER: 3	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 17192.000						
					FILENAME: 17192_NOTES.dwg						
					SCALE: NOT TO SCALE						
					SURVEYED BY: CLEARPOINT ENGINEERS						
					DSGN: GPC	DATE: 01/2023					
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					CHKD:	DATE:					
					QA/QC:	DATE:					



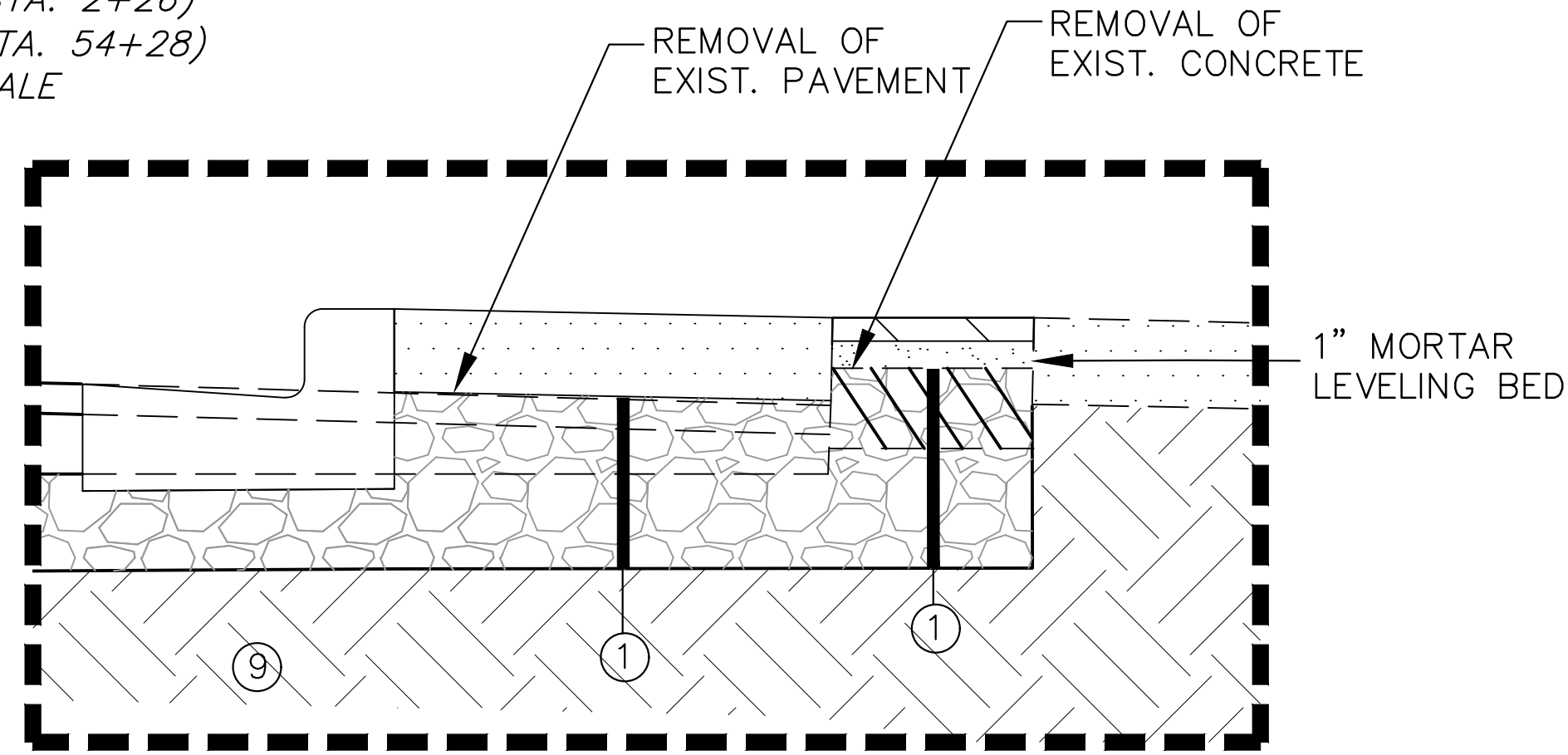
TYPICAL SECTION

(STA. 50+33 TO STA. 2+26)
(STA. 53+46 TO STA. 54+28)
NOT TO SCALE



TYPICAL SECTION

8' (STA. 10+89 TO STA. 13+90)
5' (STA. 19+29 TO STA. 25+65)
5' (STA. 40+39 TO STA. 43+46)
5' (STA. 70+12 TO STA. 81+16)
5' (STA. 80+41 TO STA. 70+79)
NOT TO SCALE



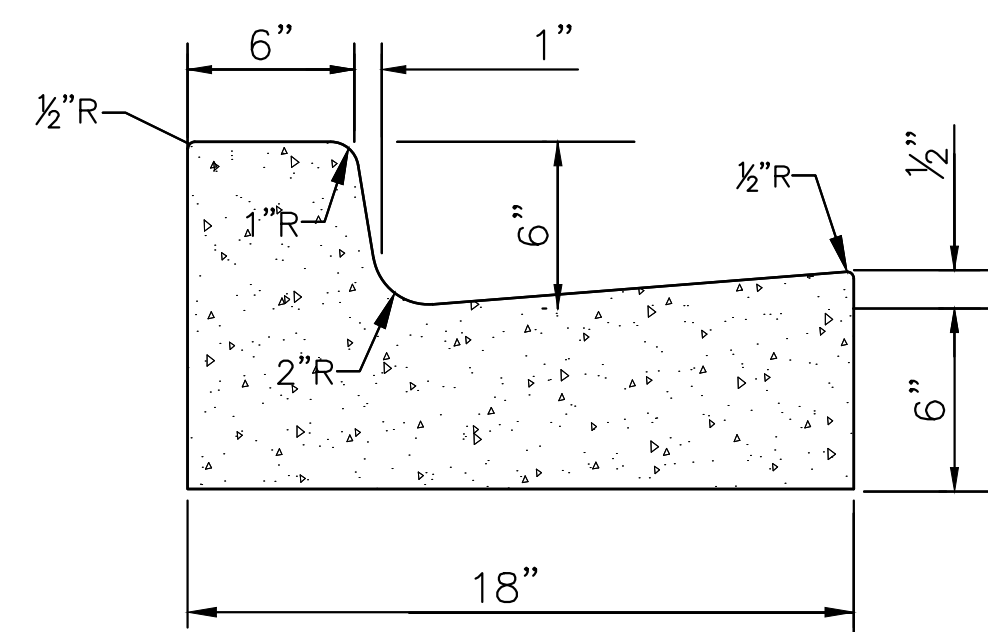
LEGEND

- ① CRUSHED STONE BASE, 6" AND VAR.
- ② CURB & GUTTER, TYPE 1 MODIFIED
- ③ 5" CONCRETE SIDEWALK – REF. WKG. NO. DET-2
- ④ BRICK PAVERS – 1' WIDTH (RUNNING BOND TRIPLE)
- ⑤ 1" MIN. & 2" MAX. LEVELING SAND
- ⑥ EXISTING SIDEWALK
- ⑦ 1.5" 9.5-MM, ST, ASPHALT PAVEMENT
- ⑧ 3" 19-MM, ST, ASPHALT PAVEMENT
- ⑨ COMPACTED SUBGRADE
- ⑩ 4" TOPSOIL BLANKET & SODDING
- ⑪ VAR. DEPTH TOPSOIL & LANDSCAPED MEDIAN
- ⑫ HEADER CURB

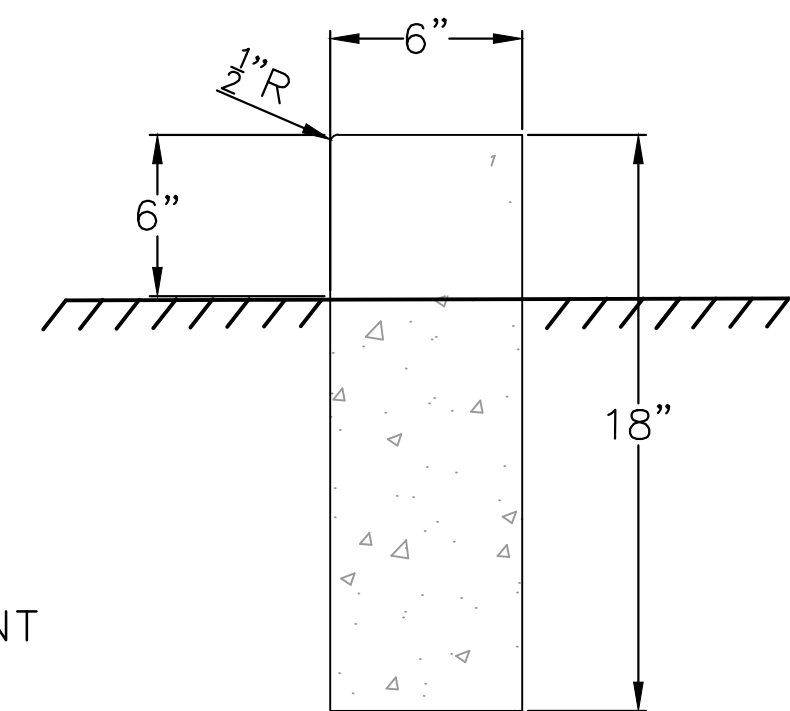
NOTE: CONTRACTOR TO PROVIDE BRICK COLOR SAMPLES FOR OWNER SELECTION

CURB TYPE	JOINT SPACING	
	CONTROL JOINT SPACING	EXPANSION JOINT
TYPE "1" MODIFIED	10'	40'
HEADER	10'	40'

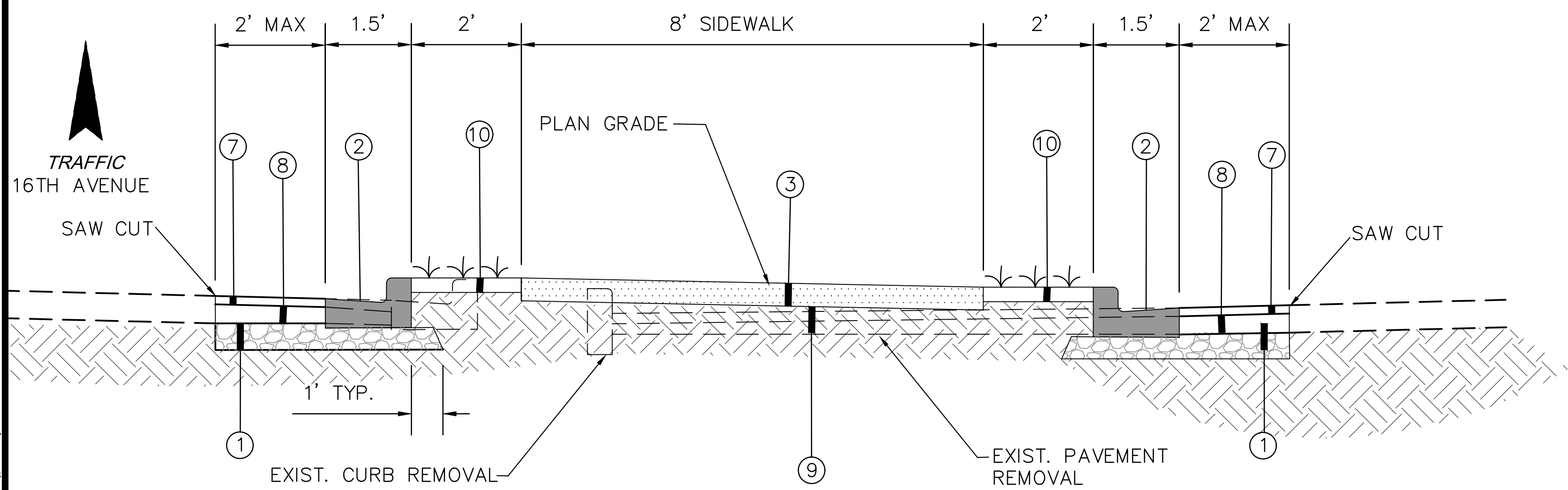
* MATCH SIDE WALK JOINTS



TYPE "1" MODIFIED COMBINATION CURB & GUTTER
NOT TO SCALE

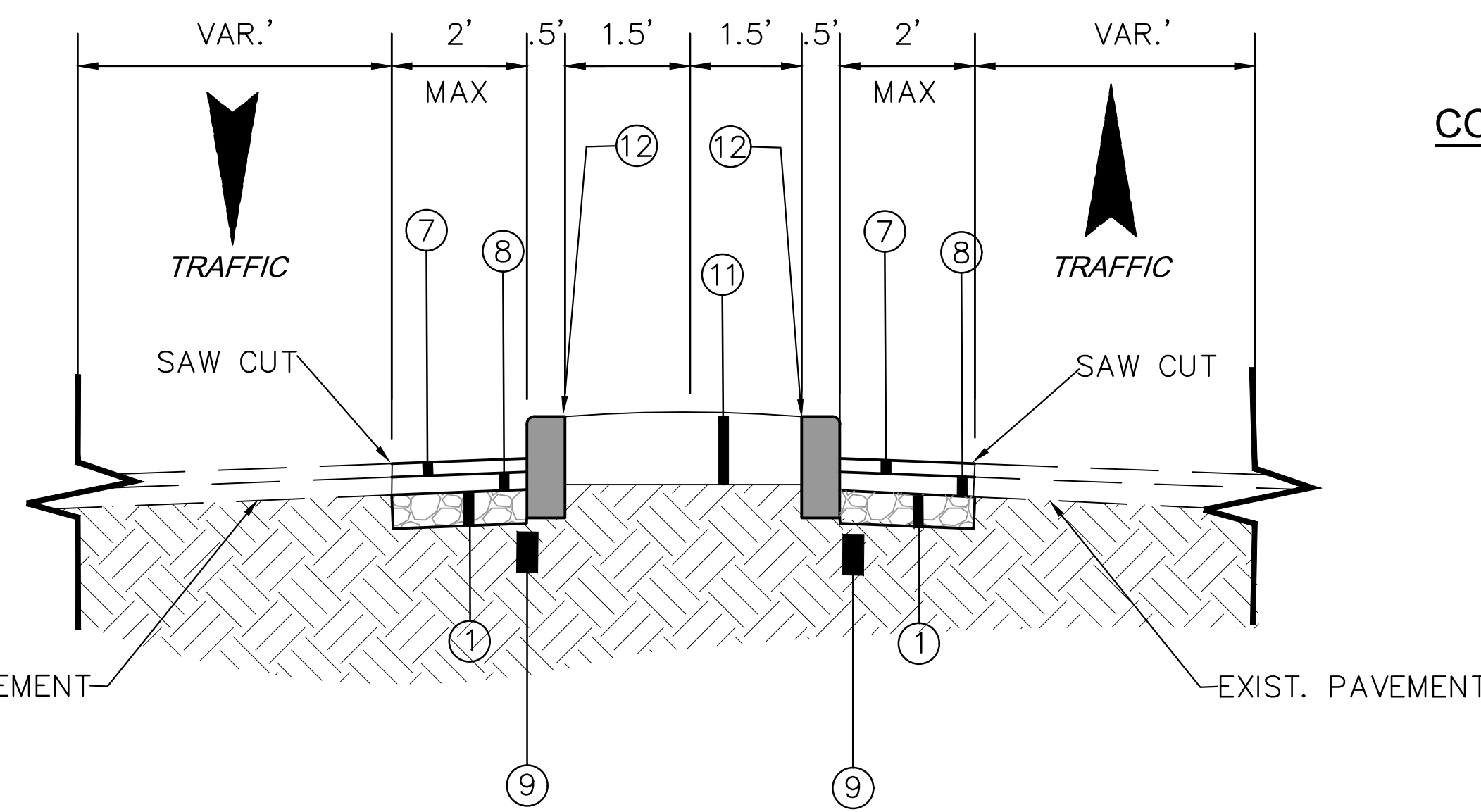


DETAIL OF HEADER CURB
NOT TO SCALE



TYPICAL SECTION

(STA. 54+84 TO STA. 56+25)
NOT TO SCALE



TYPICAL SECTION

14TH AVENUE
NOT TO SCALE

4/2/2023 9:17 AM c:\17020\hattiesburg\17192 - concert st & 16th ave traffic calming\17192 typ-sec.dwg

NOTICE TO DRAWING HOLDER

NEEL-SCHAFER, INC., HERINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	

N-S PROJECT NO.: 17192.000
FILENAME: 17192_TYP-SEC.dwg
SCALE:
SURVEYED BY: CLEARPOINT ENGINEERS
DSGN: GPC DATE: 01/2023
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CHKD: DATE:
QA/QC: DATE:

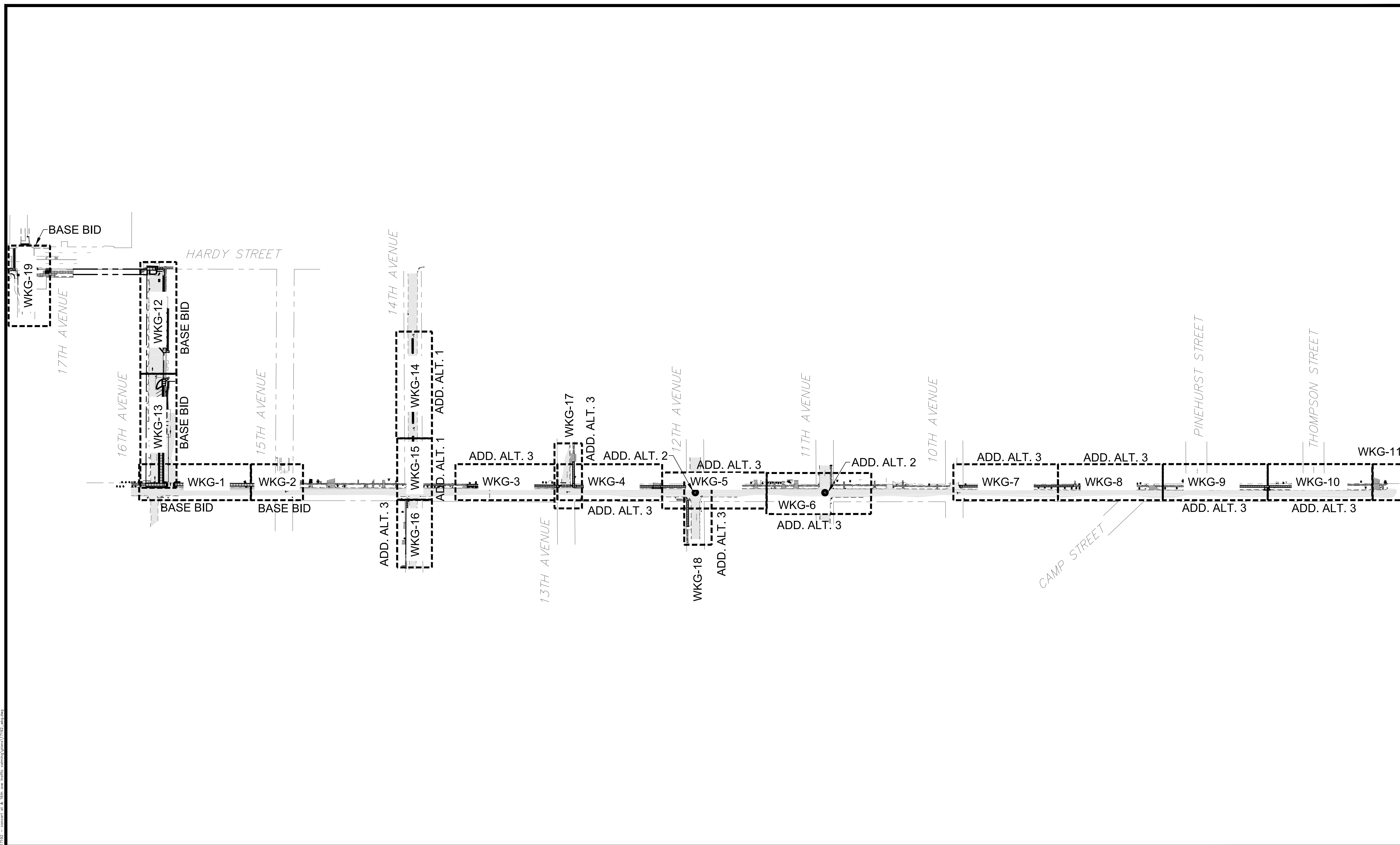
16TH AVENUE AND CONCERT STREET IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



TYPICAL SECTIONS

WORKING NUMBER: TS-1	DRAWING NUMBER: 4
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05/2023 5:27 PM C:\Users\jessica\Documents\17192.dwg

NOTICE TO DRAWING HOLDER

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REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 17192.000	
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				SURVEYED BY: CLEARPOINT ENGINEERS	
				DSGN: GPC	DATE: 01/2023
				DRWN: GPC	DATE: 01/2023
				CHKD:	DATE:
				QA/QC:	DATE:

16TH AVENUE AND CONCERT STREET IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

NS

NEEL-SCHAFFER

Solutions you can build upon

DRAWING KEY	
WORKING NUMBER: KEY-1	DRAWING NUMBER: 5

4/2/2023 9:27 AM c:\17020\Hattiesburg\17192 - concert st & 16th ave traffic calming\plan\17192_wkg.dwg

4/2/2023 9:29 AM c:\1700\Hattiesburg\17192 - concert st & 16th ave traffic calming\plans\17192_demo.dwg

REMOVAL OF EXIST.
STOP SIGN AND POST

SAW CUT TO
NEAREST JOINT

SAW CUT

S. 16TH AVENUE

SAW CUT

REMOVE AND RESET
EX. LIGHT ASSEMBLY -
SEE ELECTRICAL

SAW CUT

REMOVAL OF CONCRETE
DRIVEWAY AS REQ'D

APPARENT
RIGHT-OF-WAY

MATCHLINE

CONCART STREET

10+00

SAW CUT

11+00

12+00

13+00

INCLUDES REMOVAL
OF TRUNCATED DOME
AND CURB RETURN

REMOVAL OF EXIST. "4-WAY" PLAQUE TO BE
REPLACED WITH "ALL-WAY" PLAQUE

REMOVAL OF EXIST. "4-WAY" PLAQUE TO BE
REPLACED WITH "ALL-WAY" PLAQUE

DEMOLITION NOTES:

- EXCEPT AS NOTED BELOW, CONTRACTOR SHALL REMOVE FROM THE SITE AND SATISFACTORILY DISPOSE OF ALL TREES, SHRUBS, STUMPS, ROOTS, BRUSH, MASONRY, RUBBISH, SCRAP, DEBRIS, AND MISCELLANEOUS OTHER STRUCTURES NOT COVERED UNDER OTHER SECTIONS AS SHOWN, SPECIFIED OR OTHERWISE REQUIRED TO PERMIT CONSTRUCTION OF THE NEW WORK.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, APRONS, IRRIGATION, BRIDGE ABUTMENTS, ETC. FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.
- TREES, STUMPS AND OTHER CLEARED AND GRUBBED MATERIAL MAY NOT BE DISPOSED ON SITE.
- BURNING WILL NOT BE ALLOWED ON SITE.
- CONTROL AIR POLLUTION CAUSED BY DUST AND DIRT, AND COMPLY WITH GOVERNING REGULATIONS.
- EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF DEMOLITION AND/OR CONSTRUCTION.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN ANY AND ALL MARKINGS AS NEEDED TO PROTECT EXISTING UTILITIES. ANY DAMAGE OR INTERRUPTION OF SERVICE CAUSED BY THE CONTRACTOR'S NEGLIGENCE SHALL BE REPORTED IMMEDIATELY TO THE APPROPRIATE UTILITY COMPANY AND SHALL BE REPAIRED AND SERVICE RESTORED IN FULL COOPERATION WITH THE UTILITY COMPANY AT THE CONTRACTOR'S EXPENSE.
- ALL TREES ARE TO REMAIN UNLESS OTHERWISE NOTED
- SAW CUTTING SHALL BE CONSIDERED AN ABSORBED ITEM,

TREE REMOVAL NOTE:
ONLY TREES MARKED ON THE PLANS SHALL BE REMOVED UNLESS APPROVED BY THE ENGINEER.

LEGEND:

- | | |
|--|--|
| | REMOVAL OF ASPHALT PAVEMENT |
| | REMOVAL OF CONCRETE PAVEMENT |
| | REMOVAL OF ASPHALT AND CONCRETE PAVEMENT |
| | REMOVAL OF SIDEWALK |
| | REMOVAL OF CURB AND GUTTER |
| | REMOVAL OF TREES AND SHRUBS |
| | REMOVAL OF DRAINAGE STRUCTURE |
| | REMOVAL OF TRAFFIC STRIPE |

SAW CUT TO
NEAREST JOINT

S. 15TH AVENUE

SAW CUT

SAW CUT TO
NEAREST JOINT

APPARENT
RIGHT-OF-WAY

REMOVE AND RESET
EXISTING STOP SIGN
TO NEW LOCATION

SAW CUT TO
NEAREST JOINT

SAW CUT

REMOVE
EXIST. INLET

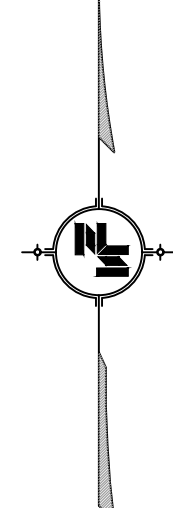
15" RECAN

CONCART STREET

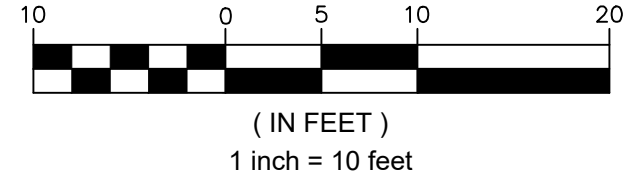
14+00

SMH
RIM EL.: 181.72

MATCHLINE



GRAPHIC SCALE



NOTICE TO DRAWING HOLDER

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				FILENAME: 17192_DEMO.dwg
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				DSGN: GPC DATE: 01/2023
				DRWN: GPC DATE: 01/2023
				CHKD: DATE:
				QA/QC: DATE:

16TH AVENUE AND CONCART STREET
IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

NEEL-SCHAFER
Solutions you can build upon

DEMOLITION PLAN
CONCART STREET
& 15TH AVENUE

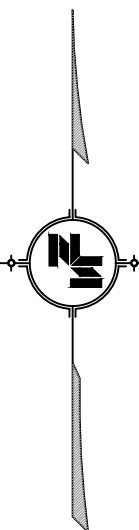
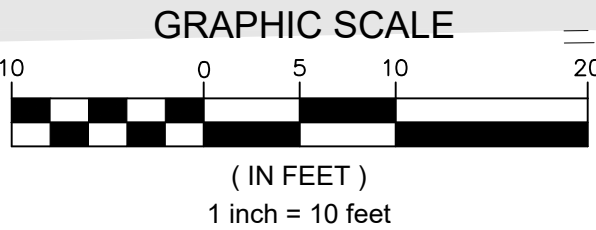
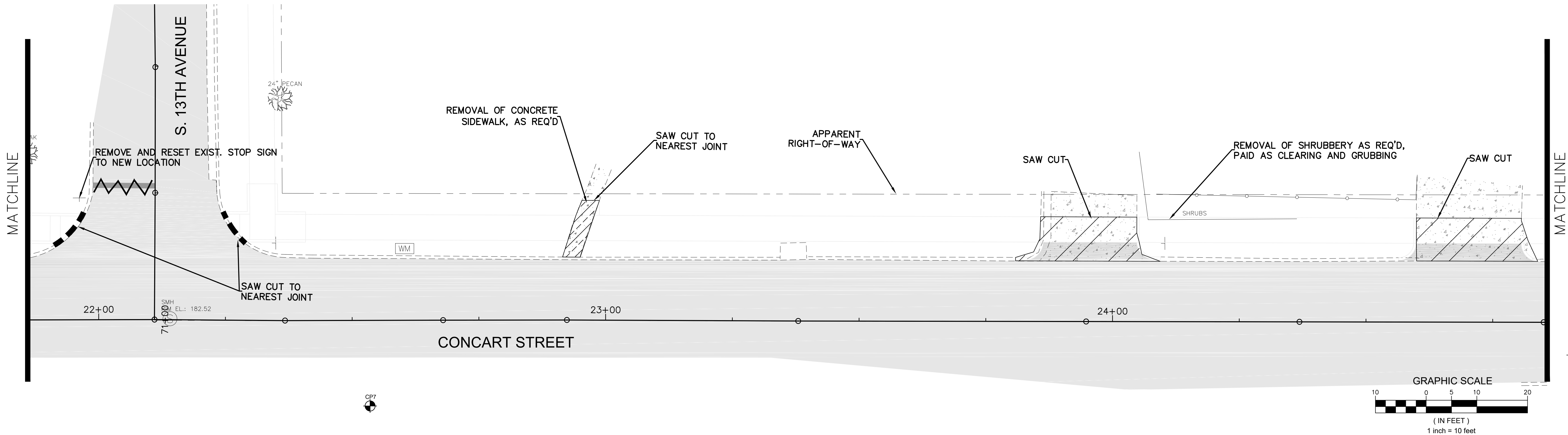
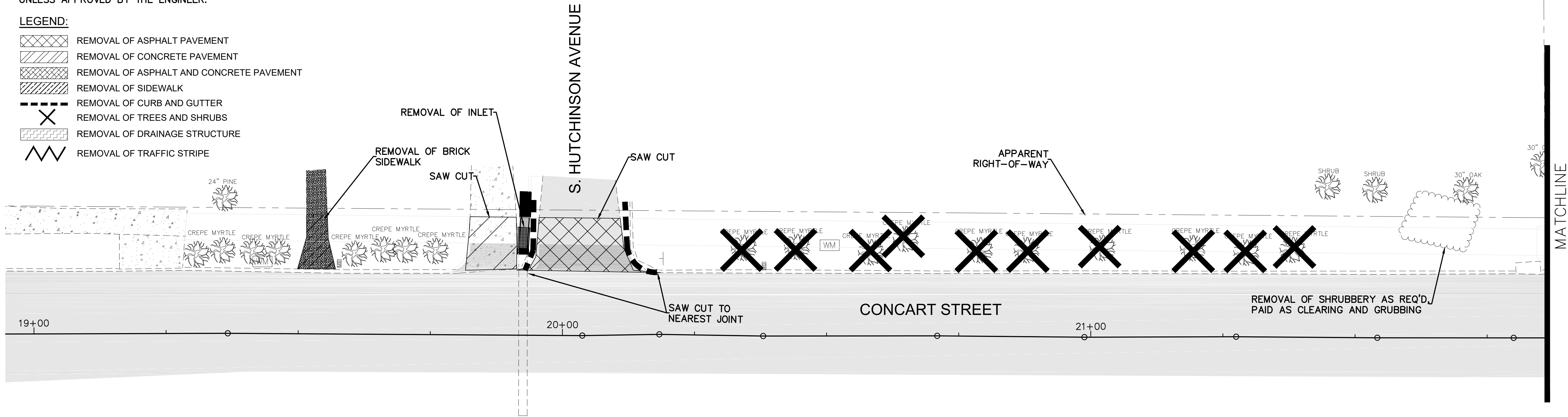
WORKING NUMBER:
DEMO-1

DRAWING NUMBER:
6

TREE REMOVAL NOTE:
ONLY TREES MARKED ON THE PLANS SHALL BE REMOVED
UNLESS APPROVED BY THE ENGINEER.

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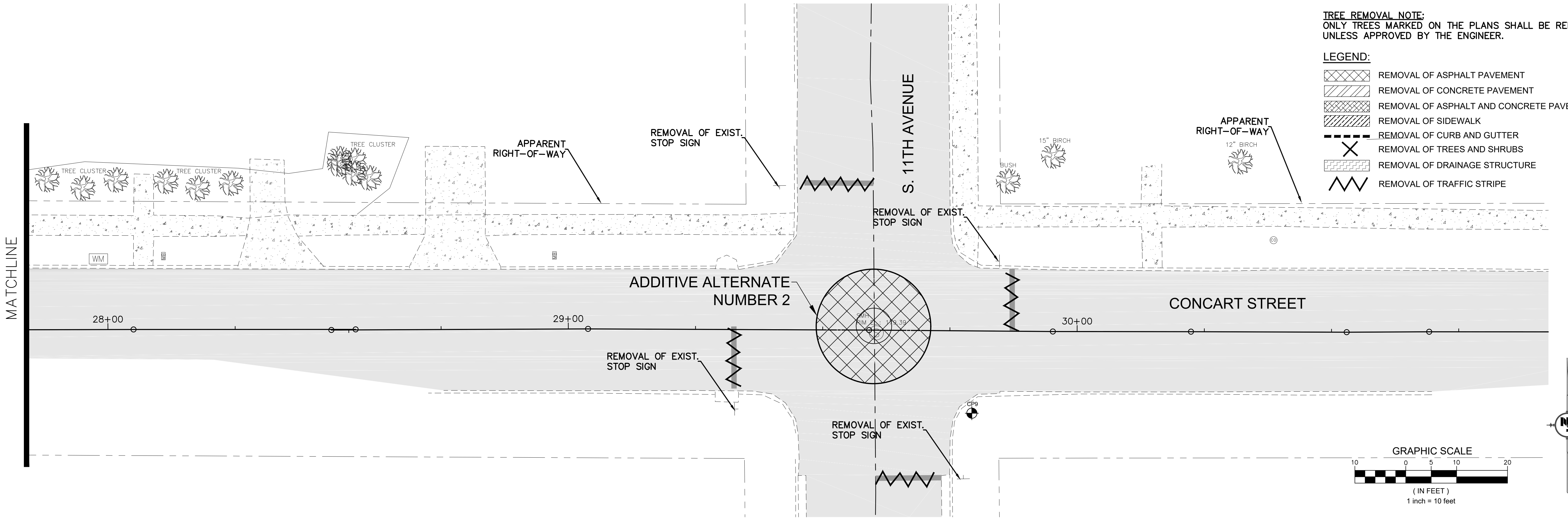
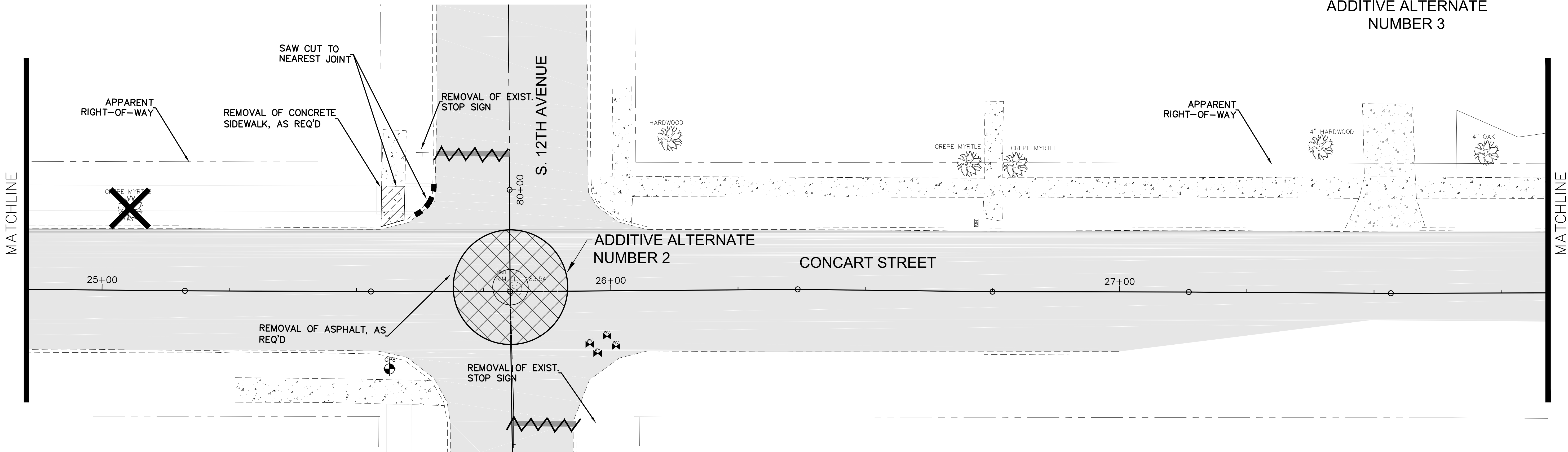
- REMOVAL OF ASPHALT PAVEMENT
- REMOVAL OF CONCRETE PAVEMENT
- REMOVAL OF ASPHALT AND CONCRETE PAVEMENT
- REMOVAL OF SIDEWALK
- REMOVAL OF CURB AND GUTTER
- REMOVAL OF TREES AND SHRUBS
- REMOVAL OF DRAINAGE STRUCTURE
- REMOVAL OF TRAFFIC STRIPE



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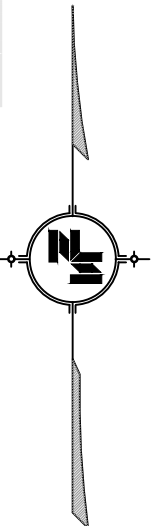
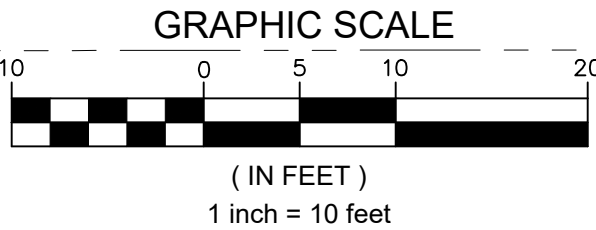
NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		16TH AVENUE AND CONCARST STREET IMPROVEMENTS CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY		 NEEL-SCHAFFER Solutions you can build upon	DEMOLITION PLAN CONCARST STREET & 13TH AVENUE		
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 17192.000				WORKING NUMBER:	DRAWING NUMBER:	
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					SCALE:						
					SURVEYED BY: CLEARPOINT ENGINEERS						
					DSGN: GPC				DATE: 01/2023		
					DRWN: GPC				DATE: 01/2023		
					CHKD:				DATE:		
					QA/QC:				DATE:		

ADDITIVE ALTERNATE
NUMBER 3



TREE REMOVAL NOTE:
ONLY TREES MARKED ON THE PLANS SHALL BE REMOVED
UNLESS APPROVED BY THE ENGINEER.

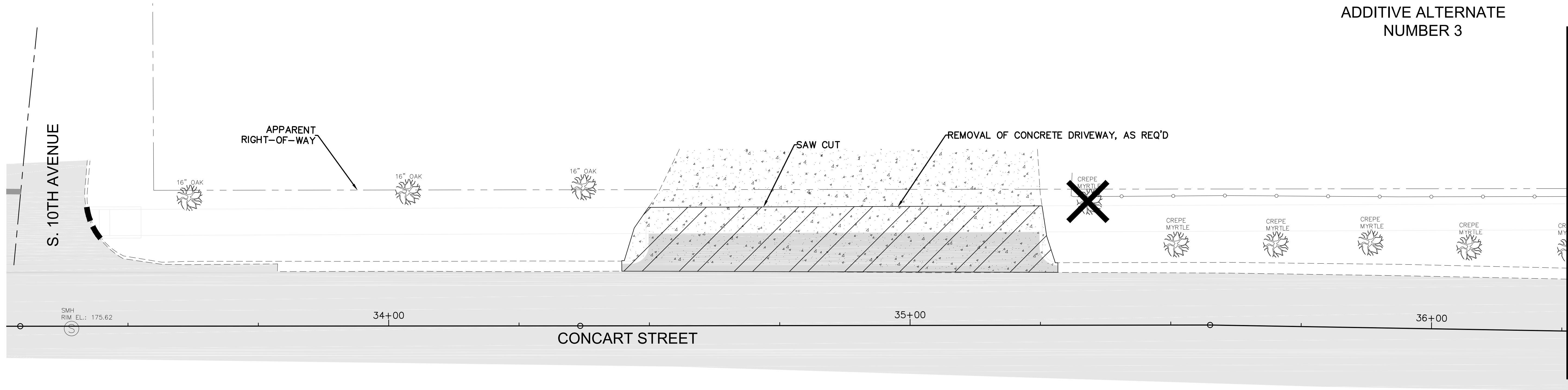
- LEGEND:**
- REMOVAL OF ASPHALT PAVEMENT
 - REMOVAL OF CONCRETE PAVEMENT
 - REMOVAL OF ASPHALT AND CONCRETE PAVEMENT
 - REMOVAL OF SIDEWALK
 - REMOVAL OF CURB AND GUTTER
 - REMOVAL OF TREES AND SHRUBS
 - REMOVAL OF DRAINAGE STRUCTURE
 - REMOVAL OF TRAFFIC STRIPE



4/2/2023 9:38 AM c:\17000\Hattiesburg\17192 - concert st & 11th ave traffic coming\plan\17192_demo.dwg

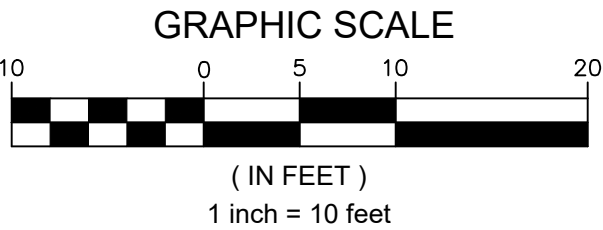
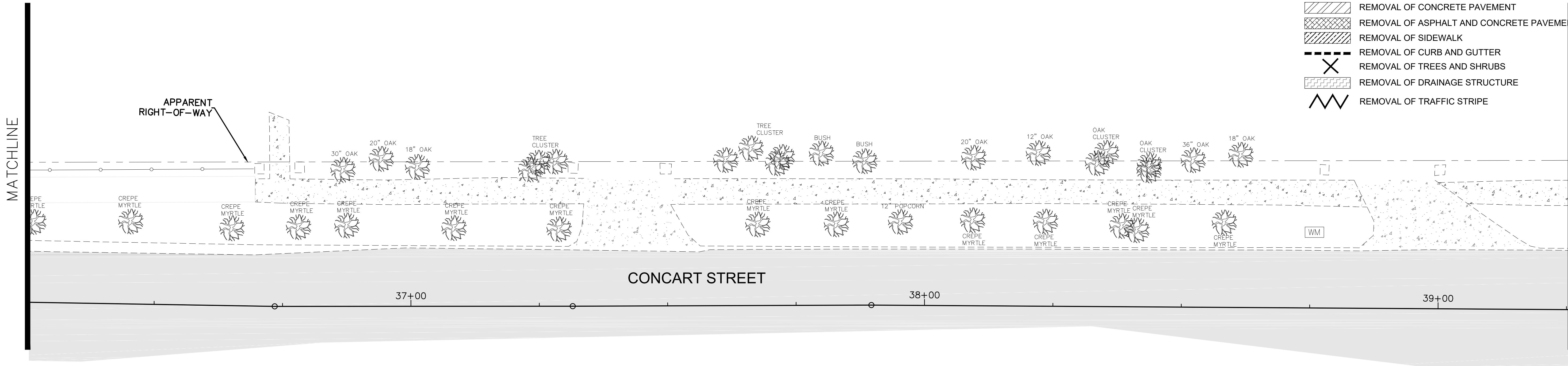
NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		16TH AVENUE AND CONCARST STREET IMPROVEMENTS CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY		NEEL-SCHAFFER Solutions you can build upon	DEMOLITION PLAN CONCARST STREET AT 11TH & 12TH AVENUE		
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 17192.000				WORKING NUMBER: DEMO-3	DRAWING NUMBER: 8	
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					QA/QC:						DATE:

ADDITIVE ALTERNATE
NUMBER 3

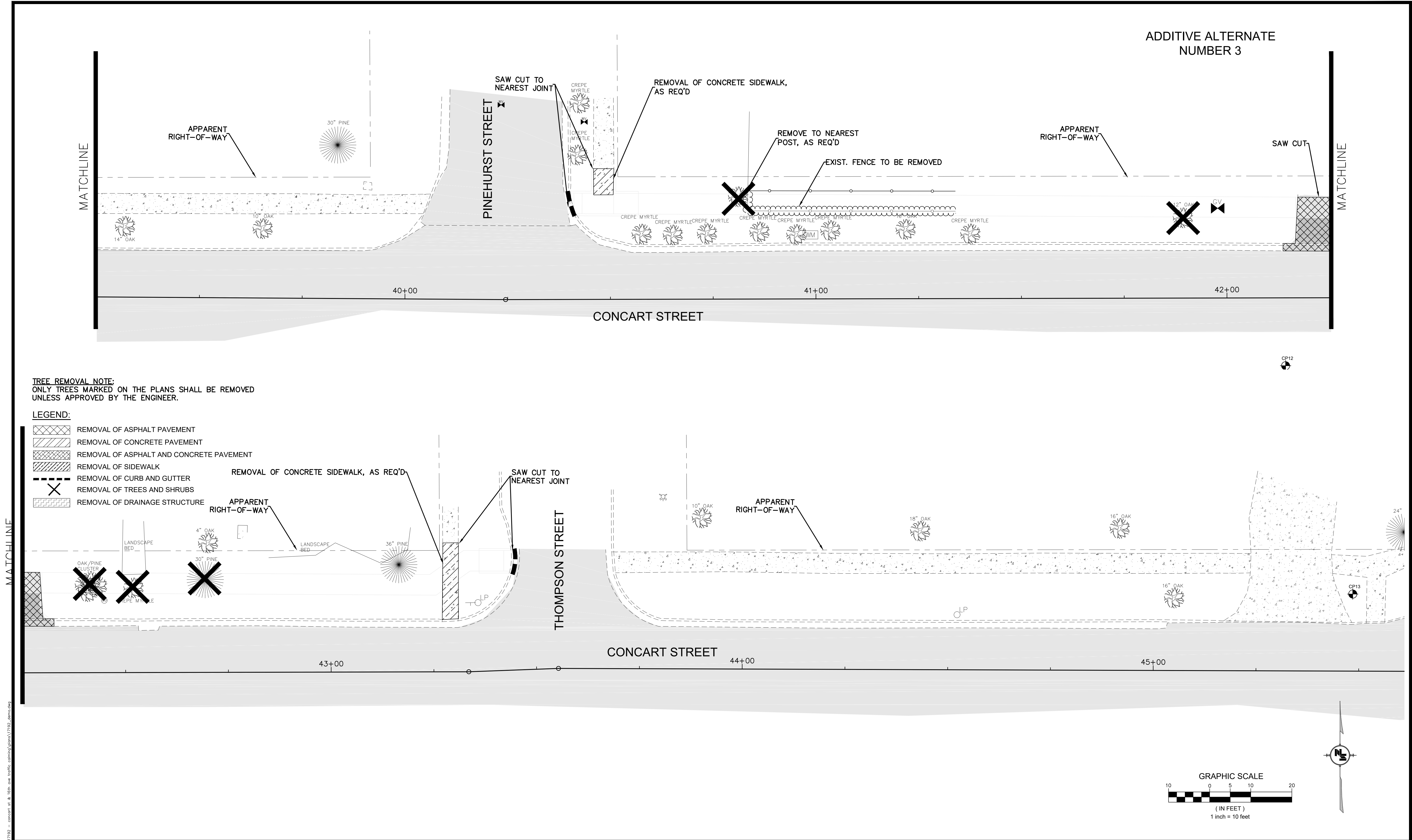


TREE REMOVAL NOTE:
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UNLESS APPROVED BY THE ENGINEER.

- LEGEND:
- REMOVAL OF ASPHALT PAVEMENT
 - REMOVAL OF CONCRETE PAVEMENT
 - REMOVAL OF ASPHALT AND CONCRETE PAVEMENT
 - REMOVAL OF SIDEWALK
 - REMOVAL OF CURB AND GUTTER
 - REMOVAL OF TREES AND SHRUBS
 - REMOVAL OF DRAINAGE STRUCTURE
 - REMOVAL OF TRAFFIC STRIPE

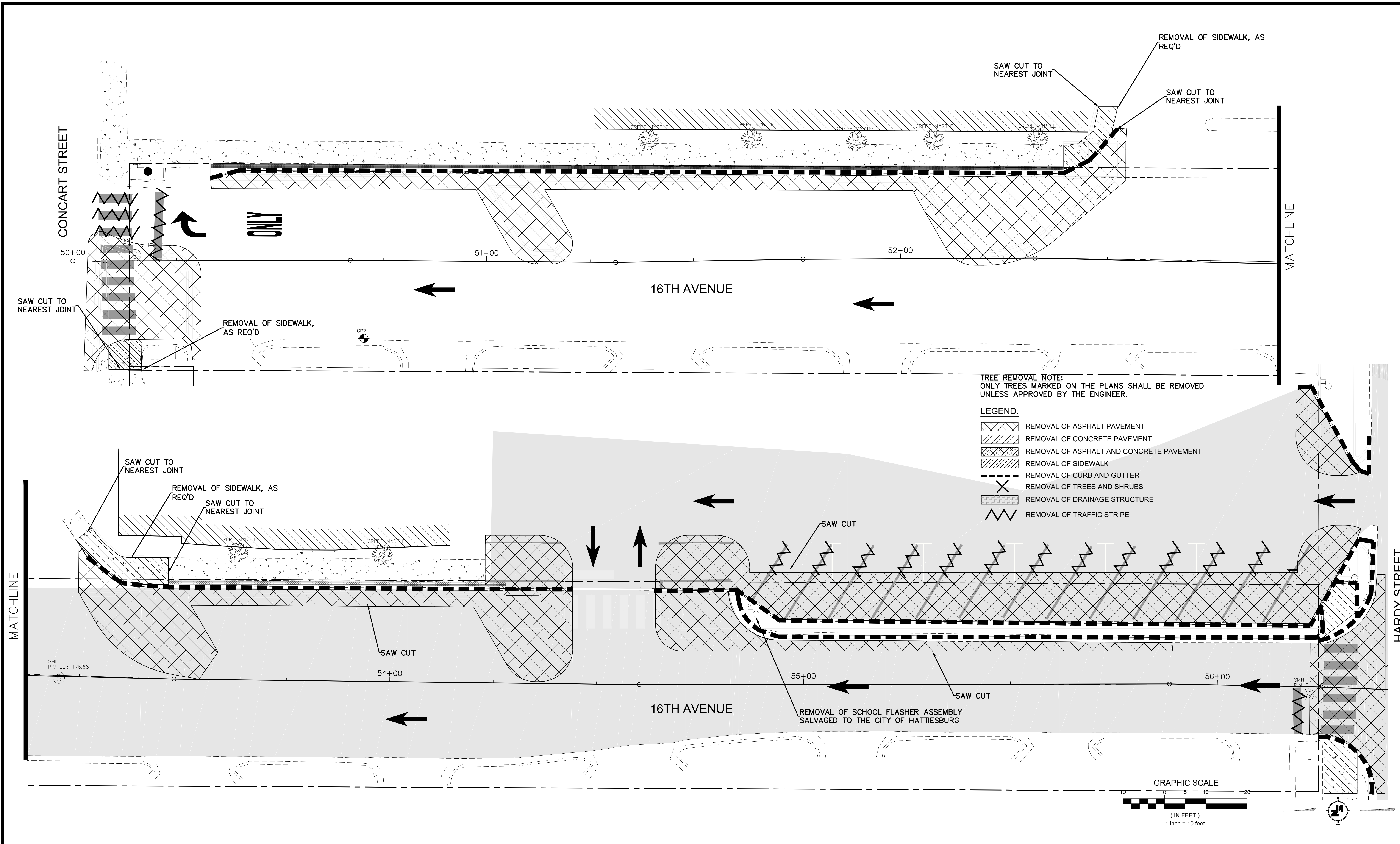


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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 17192.000					
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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 17192.000			WORKING NUMBER:	
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					DRWN: GPC	DATE: 01/2023			
					CHKD:	DATE:			
					QA/QC:	DATE:			

NOTE: AFTER REMOVAL OF PAVEMENT TRAFFIC CONES AND SAFETY FENCING REQUIRED TO PROTECT EXCAVATED AREAS

ADDITIVE ALTERNATE
NUMBER 1

APPARENT
RIGHT-OF-WAY

14TH AVENUE

APPARENT
RIGHT-OF-WAY

MATCHLINE

APPARENT
RIGHT-OF-WAY

ADDITIVE ALTERNATE
NUMBER 1

APPARENT
RIGHT-OF-WAY

ADDITIVE ALTERNATE
NUMBER 3

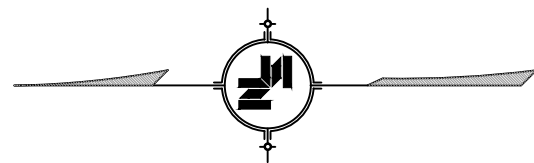
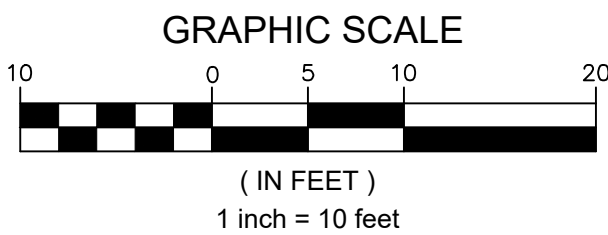
14TH AVENUE

CONCART STREET

TREE REMOVAL NOTE:
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UNLESS APPROVED BY THE ENGINEER.

LEGEND:

- REMOVAL OF ASPHALT PAVEMENT
- REMOVAL OF CONCRETE PAVEMENT
- REMOVAL OF ASPHALT AND CONCRETE PAVEMENT
- REMOVAL OF SIDEWALK
- REMOVAL OF CURB AND GUTTER
- REMOVAL OF TREES AND SHRUBS
- REMOVAL OF DRAINAGE STRUCTURE
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				CHKD: DATE:
				QA/QC: DATE:

16TH AVENUE AND CONCART STREET
IMPROVEMENTS

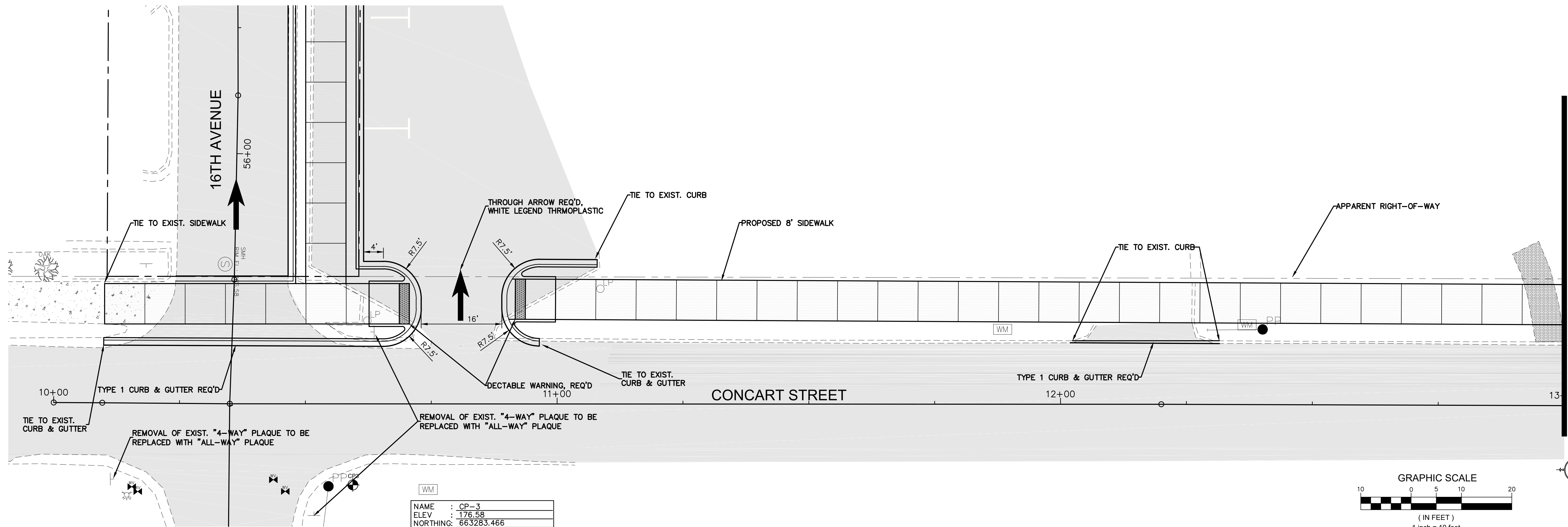
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



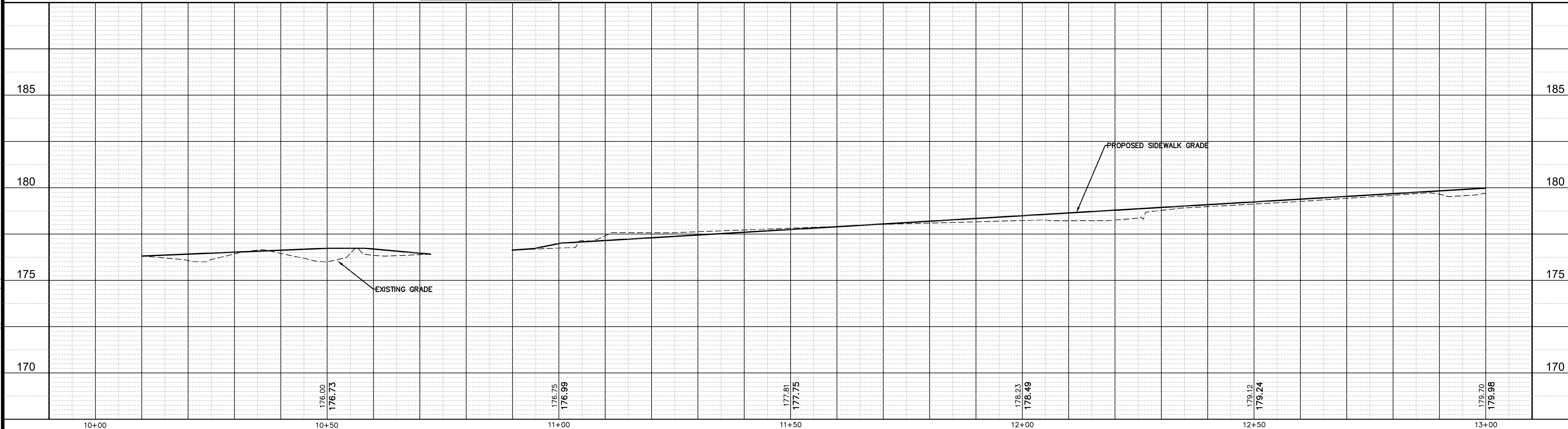
DEMOLITION PLAN
14TH AVENUE

WORKING NUMBER:
DEMO-7

DRAWING NUMBER:
12



WM
NAME : CP-3
ELEV : 176.58
NORTHING: 663283.466
EASTING : 834464.208
DESC : NAIL



NOTICE TO DRAWING HOLDER

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16TH AVENUE AND CONCERT STREET IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

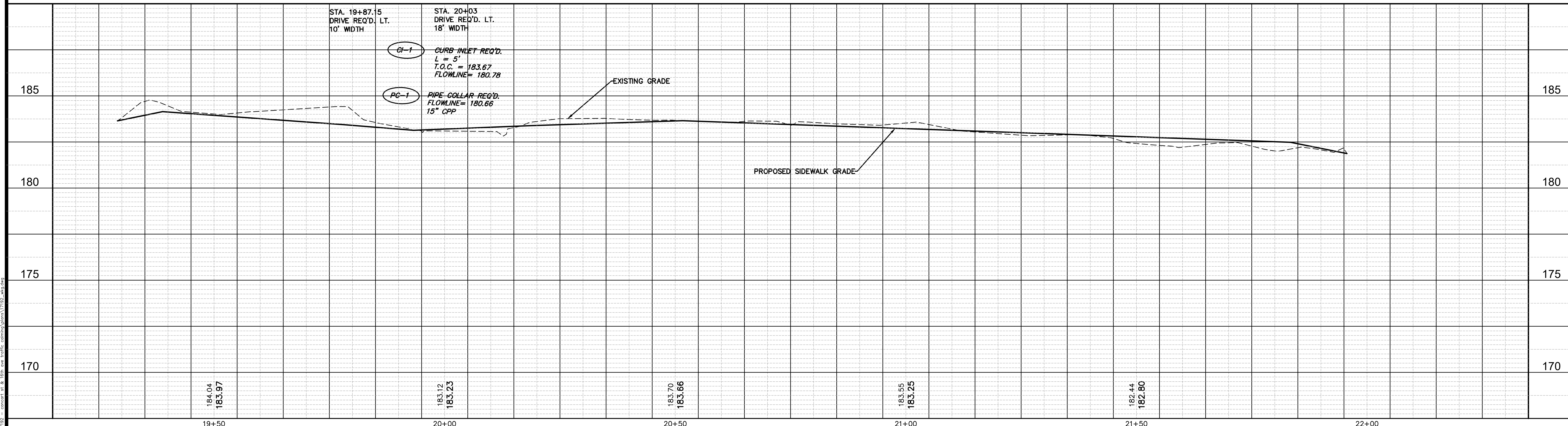
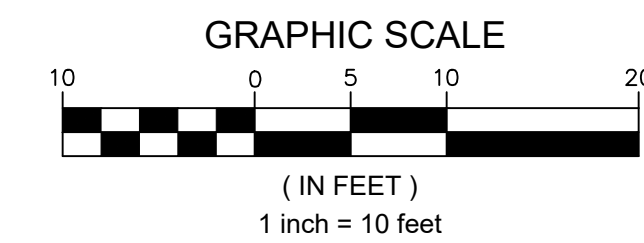
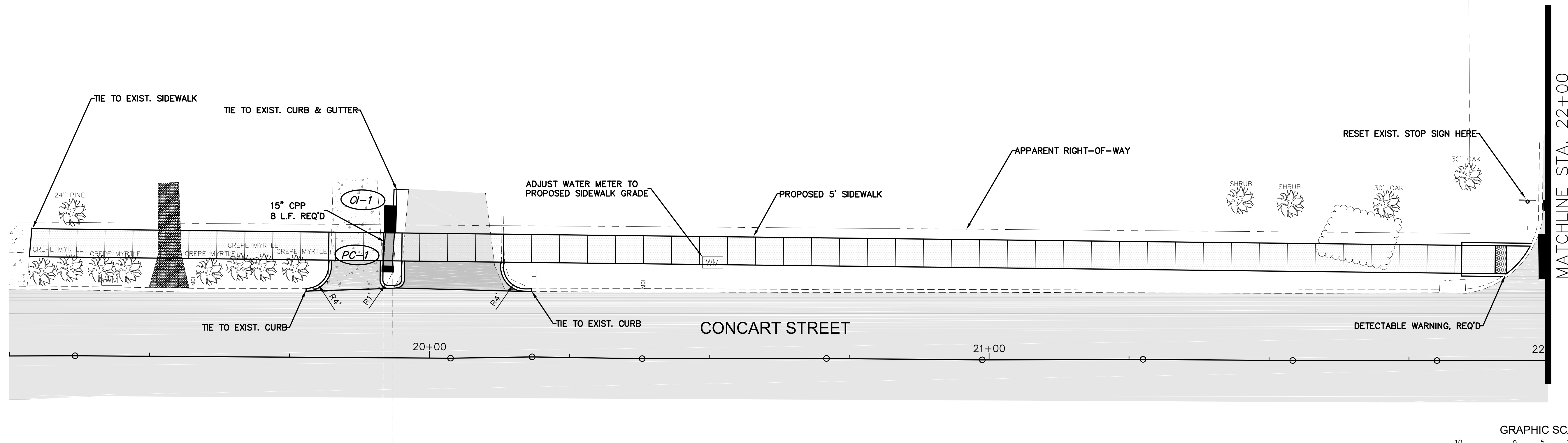


CONCERT STREET STATION 10+00 TO STATION 13+00

WORKING NUMBER:
WKG-1

DRAWING NUMBER:
13

ADDITIVE ALTERNATE
NUMBER 3



NOTICE TO DRAWING HOLDER

NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	
				N-S PROJECT NO.: 17192.000
				FILENAME: 17192_WKG.dwg
				SCALE:
				SURVEYED BY: CLEARPOINT ENGINEERS
				DSGN: GPC DATE: 01/2023
				DRWN: GPC DATE: 01/2023
				CHKD: DATE:
				QA/QC: DATE:

**16TH AVENUE AND CONCAR STREET
IMPROVEMENTS**

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



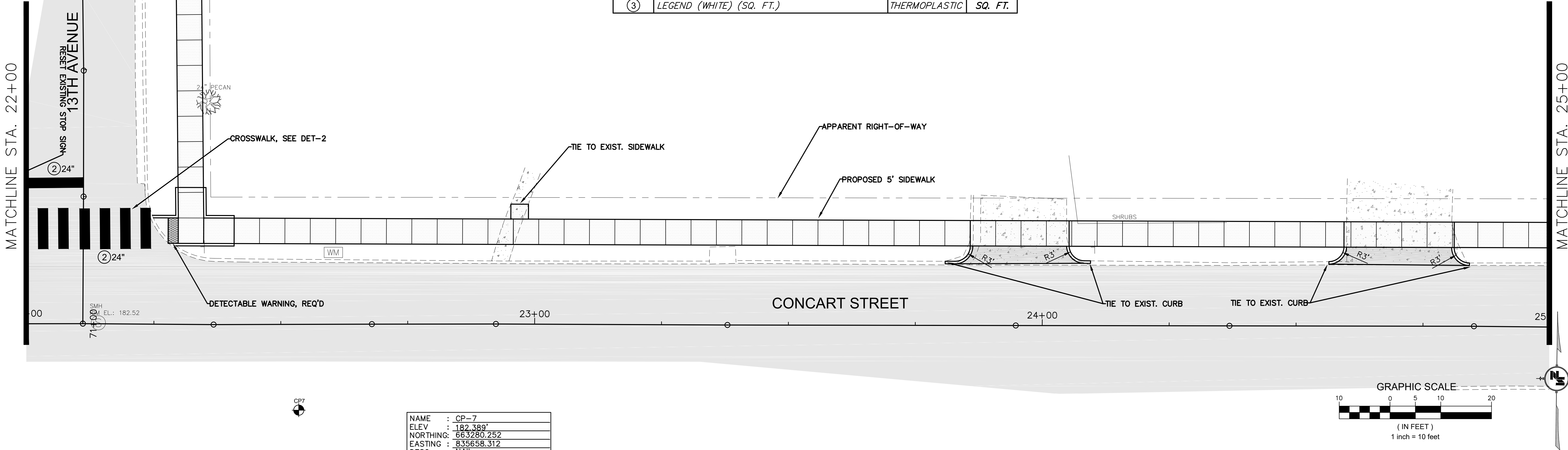
CONCAR STREET
STATION 19+25 TO
STATION 22+00

WORKING NUMBER:
WKG-3

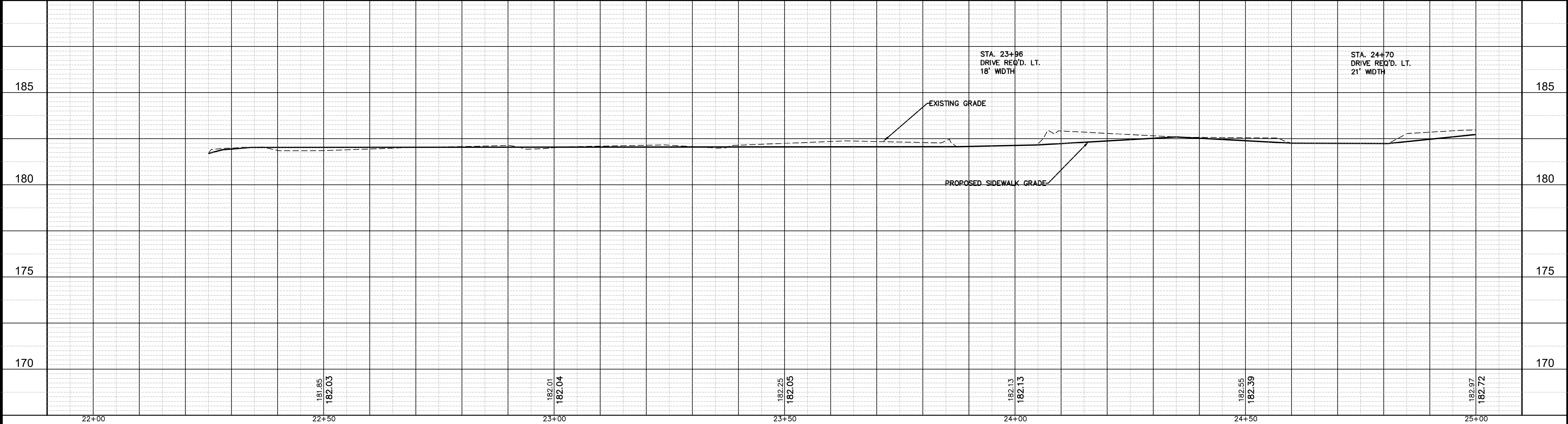
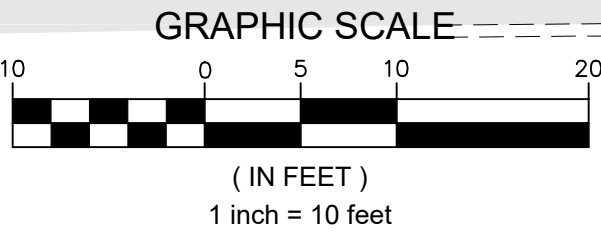
DRAWING NUMBER:
15

ADDITIVE ALTERNATE
NUMBER 3

PAVEMENT MARKING			
SYMBOL	DESCRIPTION	TYPE	UNITS
①	DETAIL STRIPE (WHITE) (6" EQ. LENGTH)	THERMOPLASTIC	LIN. FT.
②	LEGEND (WHITE) (LIN. FT.) (6" EQ. LENGTH)	THERMOPLASTIC	LIN. FT.
③	LEGEND (WHITE) (SQ. FT.)	THERMOPLASTIC	SQ. FT.



NAME	: CP-7
ELEV	: 182.389'
NORTHING	: 663280.252
EASTING	: 835658.312
DESC	: NAIL



NOTICE TO DRAWING HOLDER

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REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	
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				FILENAME: 17192_WKG.dwg
				SCALE:
				SURVEYED BY: CLEARPOINT ENGINEERS
				DSGN: GPC DATE: 01/2023
				DRWN: GPC DATE: 01/2023
				CHKD: DATE:
				QA/QC: DATE:

16TH AVENUE AND CONCAR STREET
IMPROVEMENTS

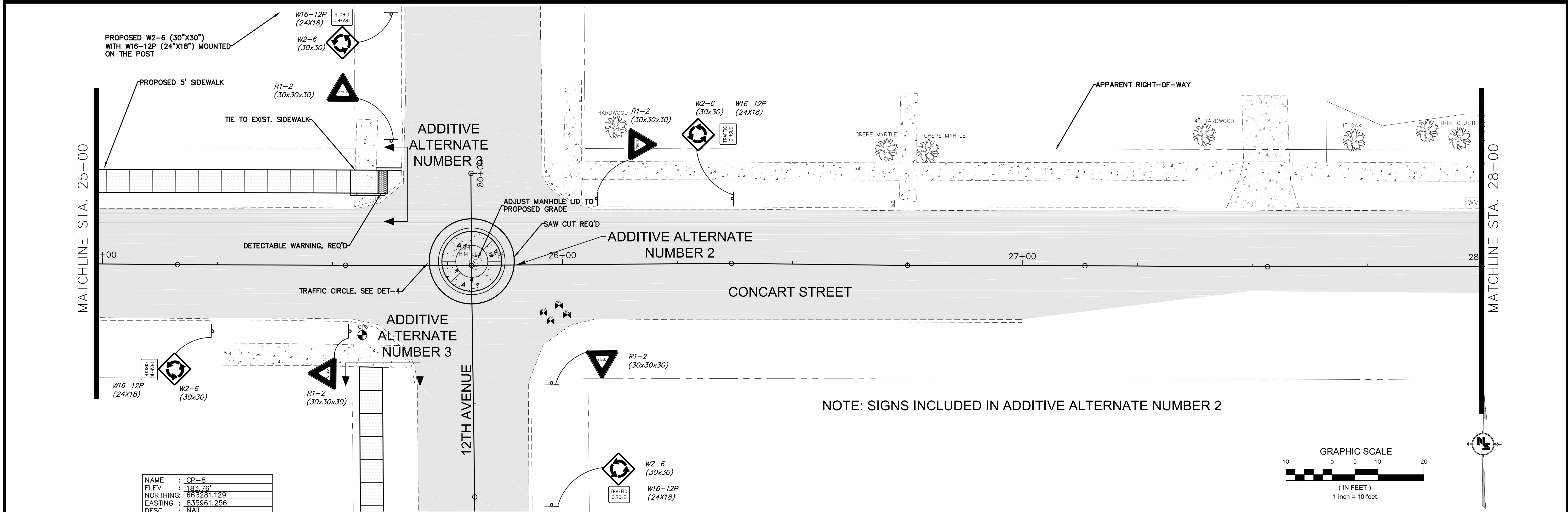
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



NEEL-SCHAFFER
Solutions you can build upon

CONCAR STREET STATION 22+00 TO STATION 25+00	
WORKING NUMBER: WKG-4	DRAWING NUMBER: 16

4/2/2023 10:11 AM c:\p200\hatterburg\17192 - concert st & 16th ave traffic calming\plan\17192_ave.dwg



NAME	: CP-8
ELEV	: 183.76'
NORTHING	: 663281.129
EASTING	: 835961.256
DESC	: NAIL



NOTICE TO DRAWING HOLDER NEEL-SCHAFER, INC., HERINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS NO. DATE BY DESCRIPTION	DRAWING INFORMATION N-S PROJECT NO.: 17192.000 FILENAME: 17192_WKG.dwg SCALE: SURVEYED BY: CLEARPOINT ENGINEERS DSGN: GPC DATE: 01/2023 DRWN: GPC DATE: 01/2023 CHKD: DATE: QA/QC: DATE:	16TH AVENUE AND CONCERT STREET IMPROVEMENTS CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY		CONCERT STREET STATION 25+00 TO STATION 28+00 WORKING NUMBER: WKG-5 DRAWING NUMBER: 17

4/2/2023 10:24 AM c:\p000\hattiesburg\17192 - concert st & 16th ave traffic calming\plan\17192_wkg.dwg

MATCHLINE STA. 33+25

10TH AVENUE

DETECTABLE WARNING, REQ'D

PROPOSED 5' SIDEWALK

16" OAK

16" OAK

16" OAK

R3'

R3'

APPARENT RIGHT-OF-WAY

TIE TO EXIST. CURB

CONCART STREET

TIE TO EXIST. CURB

SMH
RIM EL.: 175.62

34+00

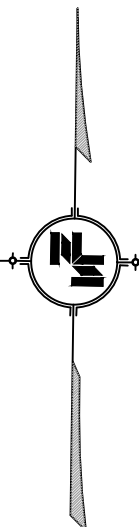
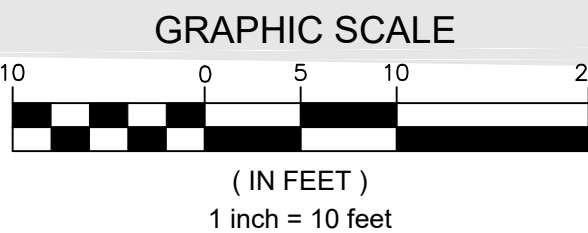
35+00

36+00

MATCHLINE STA. 36+25

CP10

NAME	: CP-10
ELEV	: 175.931'
NORTHING	: 663279.223
EASTING	: 836753.026
DESC	: NAIL



STA. 34+87
DRIVE REQ'D. LT.
75' WIDTH

185

185

180

180

175

175

170

170

EXISTING GRADE

PROPOSED SIDEWALK GRADE

175.44
175.26

176.17
176.37

176.60
176.68

177.39
177.37

180.70
178.83

181.40
181.09

33+50

34+00

34+50

35+00

35+50

36+00

NOTICE TO DRAWING HOLDER

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REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	
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				SURVEYED BY: CLEARPOINT ENGINEERS
				DSGN: GPC DATE: 01/2023
				DRWN: GPC DATE: 01/2023
				CHKD: DATE:
				QA/QC: DATE:

16TH AVENUE AND CONCART STREET
IMPROVEMENTS

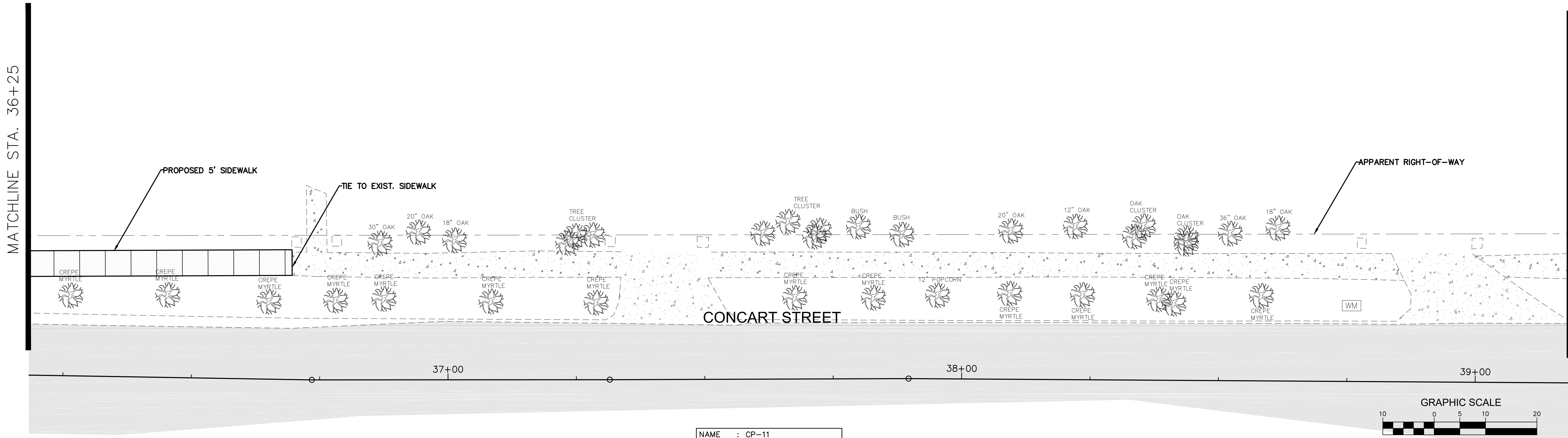
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



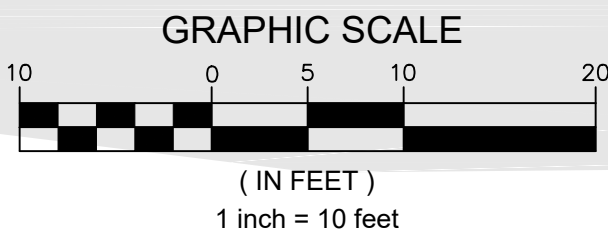
CONCART STREET
STATION 33+25 TO
STATION 36+25

WORKING NUMBER:
WKG-7

DRAWING NUMBER:
19



NAME	: CP-11
ELEV	: 180.45'
NORTHING	: 663272.885
EASTING	: 837181.248
DESC	: NAIL



NOTICE TO DRAWING HOLDER

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REVISIONS			DRAWING INFORMATION	
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				CHKD: DATE:
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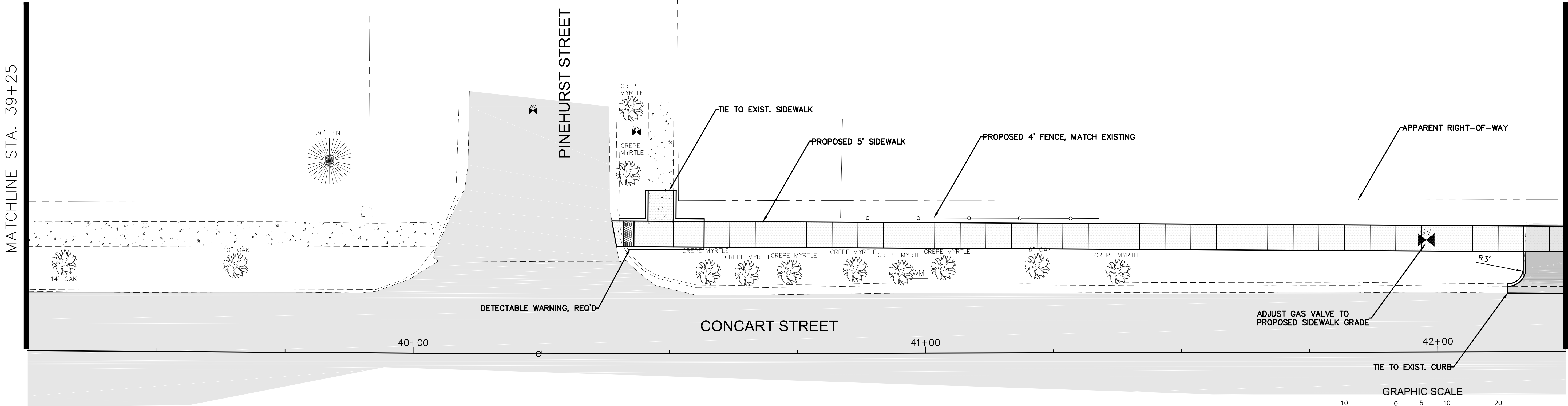
16TH AVENUE AND CONCART STREET
IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

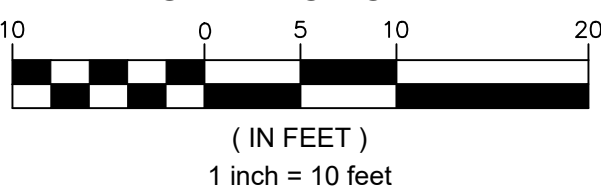
CONCART STREET STATION 36+25 TO STATION 39+25	
WORKING NUMBER: WKG-8	DRAWING NUMBER: 20

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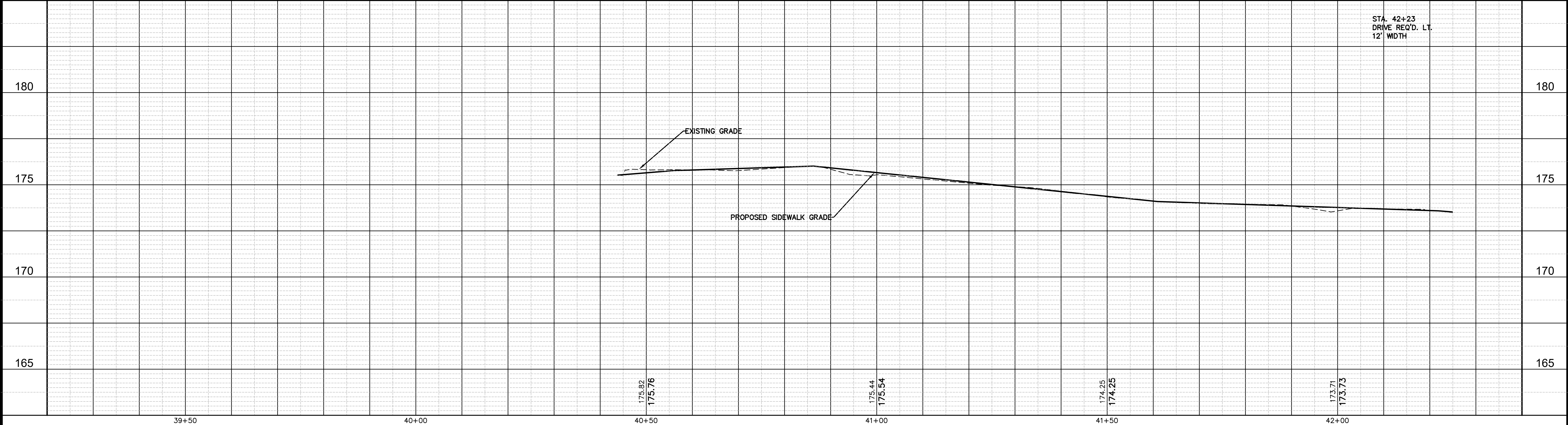
ADDITIVE ALTERNATE
NUMBER 3



NAME	: CP-12
ELEV	: 174.44'
NORTHING	: 663276.113
EASTING	: 837609.502
DESC	: NAIL

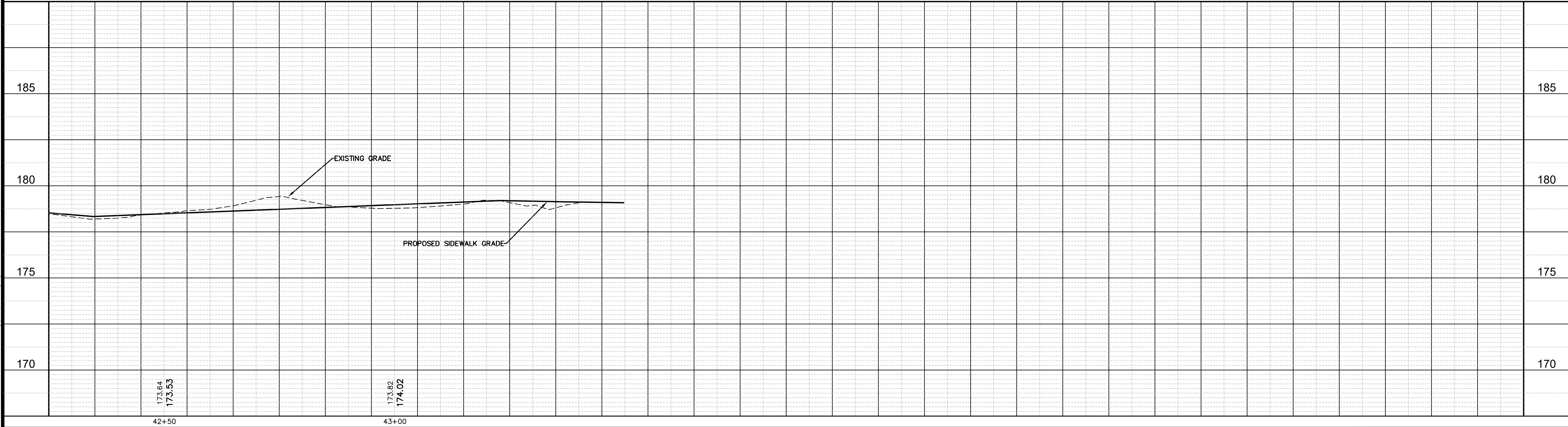
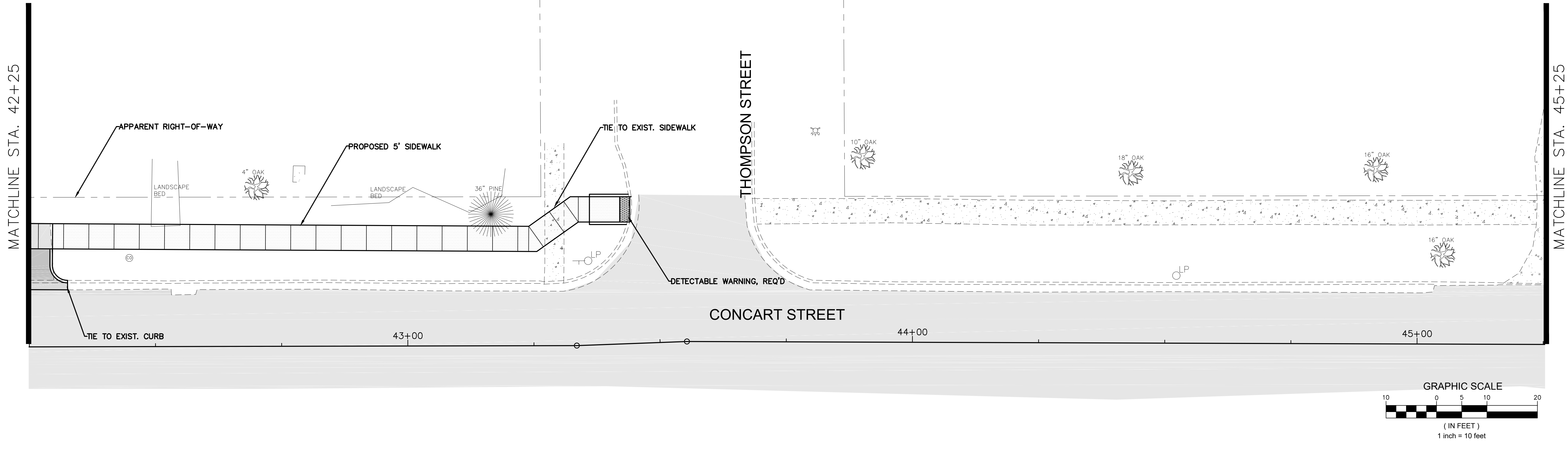


STA. 42+23
DRIVE REQ'D. LT.
12' WIDTH

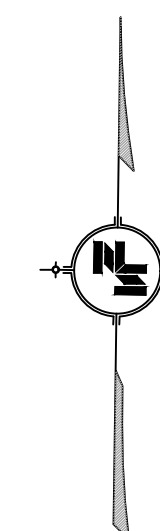


NOTICE TO DRAWING HOLDER NEEL-SCHAFER, INC., HERINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS		DRAWING INFORMATION		16TH AVENUE AND CONCAR STREET IMPROVEMENTS CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY		CONCAR STREET STATION 39+25 TO STATION 42+25	
	NO.	DATE	BY	DESCRIPTION				
				N-S PROJECT NO.: 17192.000			WORKING NUMBER:	
				FILENAME: 17192_WKG.dwg			WKG-9	
				SCALE:			DRAWING NUMBER:	
				SURVEYED BY: CLEARPOINT ENGINEERS			21	
				DSGN: GPC DATE: 01/2023				
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				CHKD: DATE:				
				QA/QC: DATE:				

ADDITIVE ALTERNATE
NUMBER 3



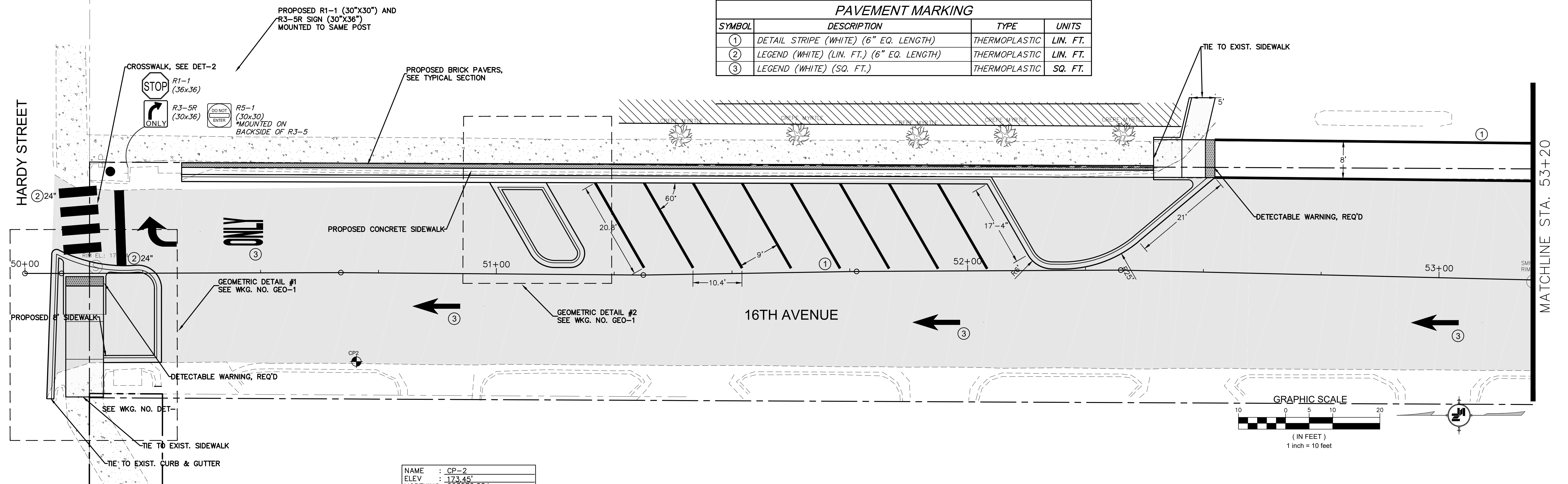
NOTICE TO DRAWING HOLDER NEEL-SCHAFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		16TH AVENUE AND CONCAR STREET IMPROVEMENTS CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY		CONCAR STREET STATION 42+25 TO STATION 45+25	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 17192.000				
					FILENAME: 17192_WKG.dwg				
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				DSGN: GPC	DATE: 01/2023			WORKING NUMBER:	DRAWING NUMBER:
				DRWN: GPC	DATE: 01/2023			WKG-10	22
				CHKD:	DATE:				
				QA/QC:	DATE:				



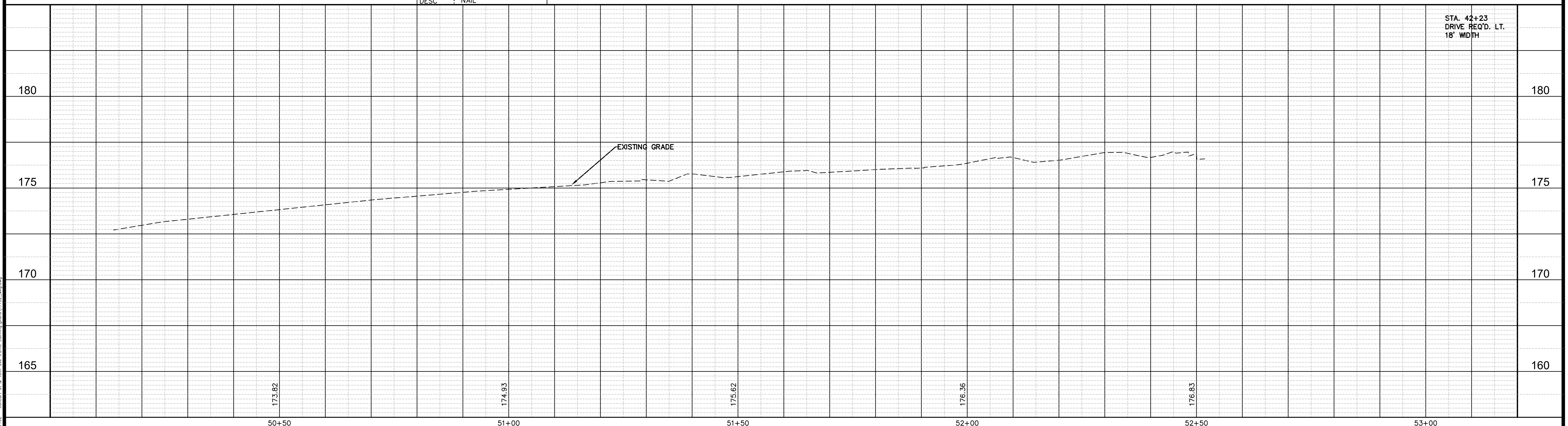
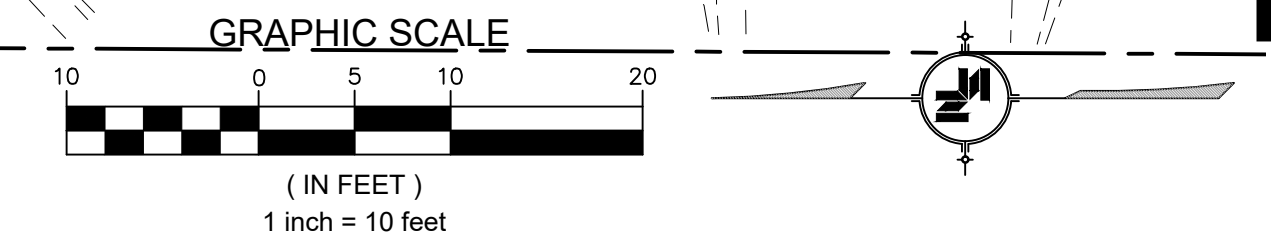
	DESC	TIME
185		185
180		180
175		175
170		170

DRAWING NUMBER:
23

PAVEMENT MARKING			
SYMBOL	DESCRIPTION	TYPE	UNITS
①	DETAIL STRIPE (WHITE) (6" EQ. LENGTH)	THERMOPLASTIC	LIN. FT.
②	LEGEND (WHITE) (LIN. FT.) (6" EQ. LENGTH)	THERMOPLASTIC	LIN. FT.
③	LEGEND (WHITE) (SQ. FT.)	THERMOPLASTIC	SQ. FT.



NAME	: CP-2
ELEV	: 173.45'
NORTHING:	663878.884
EASTING	: 834425.960
DESC	: NAIL



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REVISIONS				DRAWING INFORMATION	
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				DSGN: GPC	DATE: 01/2023
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				CHKD:	DATE:
				QA/QC:	DATE:

16TH AVENUE AND CONCARST STREET
IMPROVEMENTS

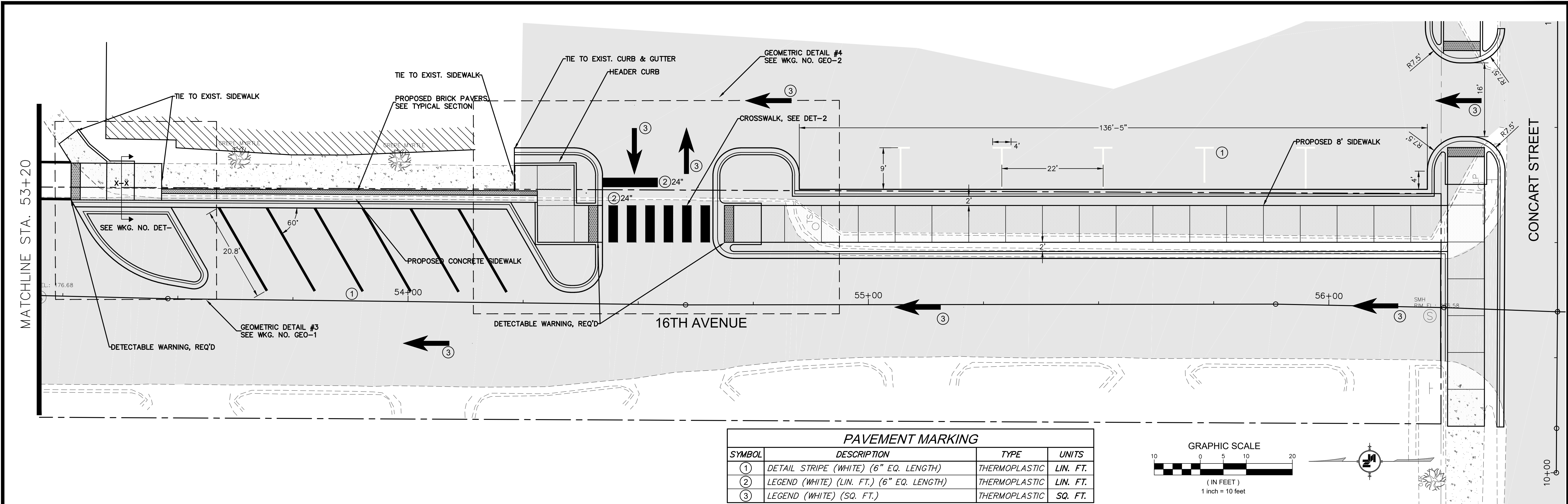
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



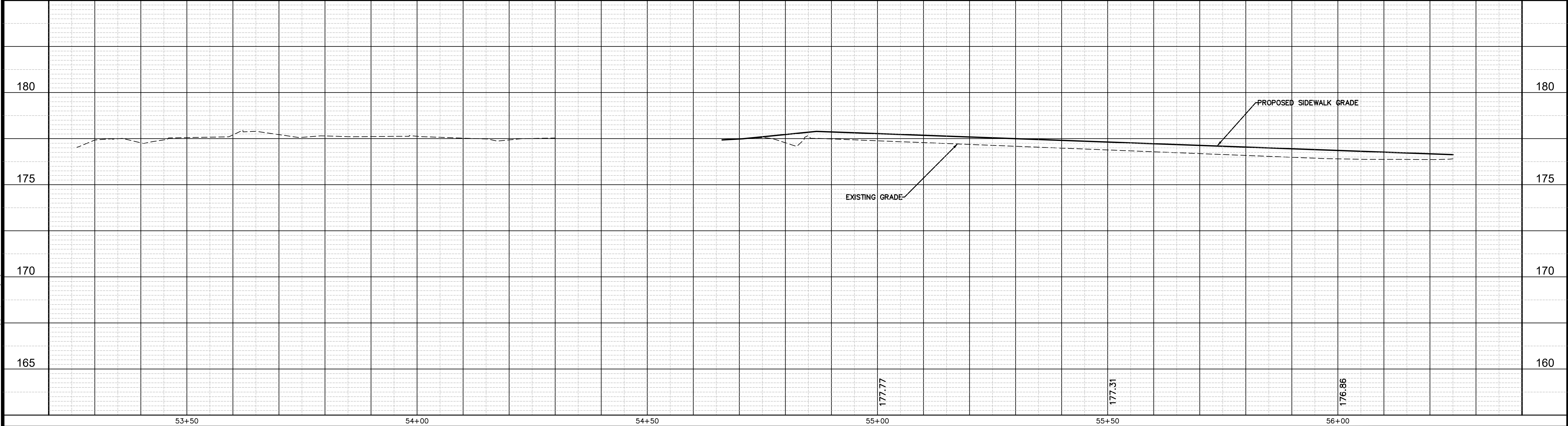
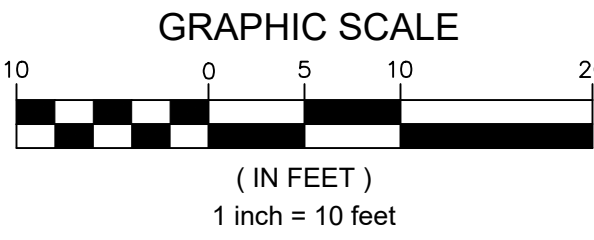
16TH AVENUE
STATION 50+00 TO
STATION 53+20

WORKING NUMBER:
WKG-12

DRAWING NUMBER:
24



PAVEMENT MARKING			
SYMBOL	DESCRIPTION	TYPE	UNITS
①	DETAIL STRIPE (WHITE) (6" EQ. LENGTH)	THERMOPLASTIC	LIN. FT.
②	LEGEND (WHITE) (LIN. FT.) (6" EQ. LENGTH)	THERMOPLASTIC	LIN. FT.
③	LEGEND (WHITE) (SQ. FT.)	THERMOPLASTIC	SQ. FT.



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REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	

DRAWING INFORMATION

N-S PROJECT NO.: 17192.000
FILENAME: 17192_WKG.dwg
SCALE:
SURVEYED BY: CLEARPOINT ENGINEERS
DSGN: GPC DATE: 01/2023
DRWN: GPC DATE: 01/2023
CHKD: DATE:
QA/QC: DATE:

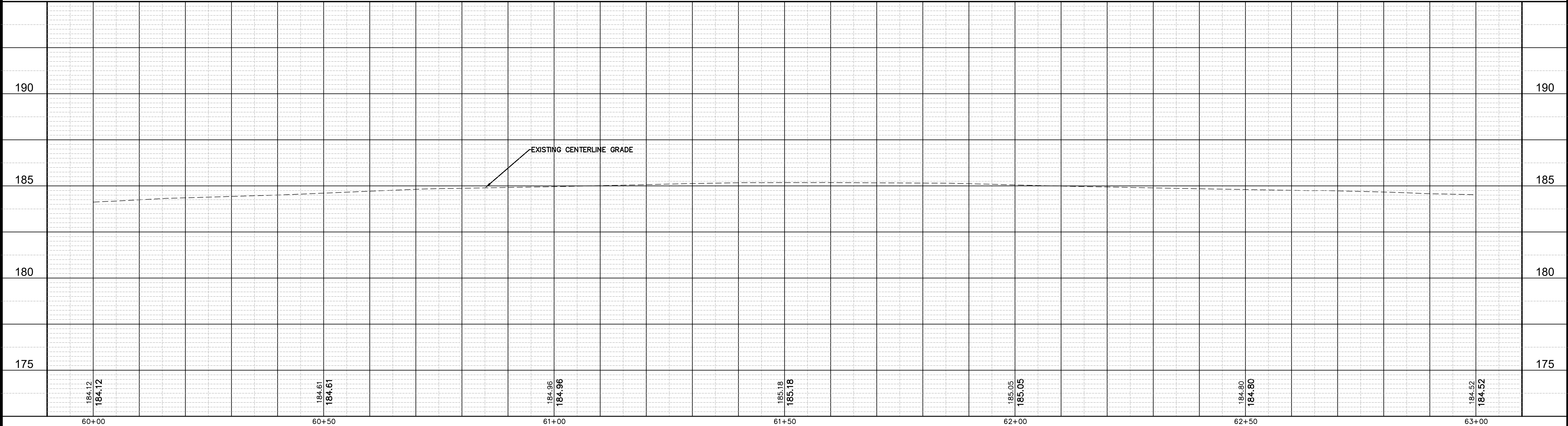
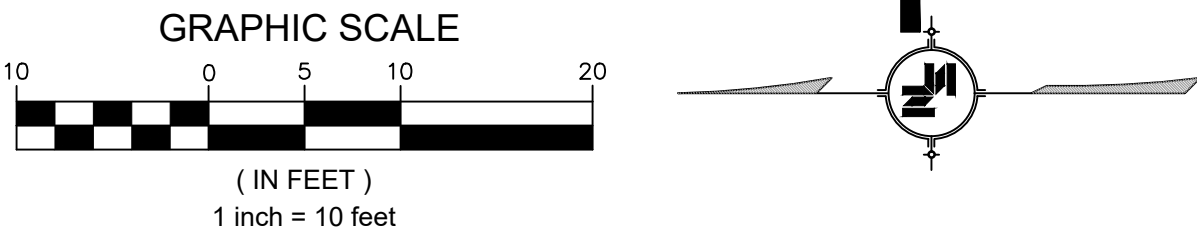
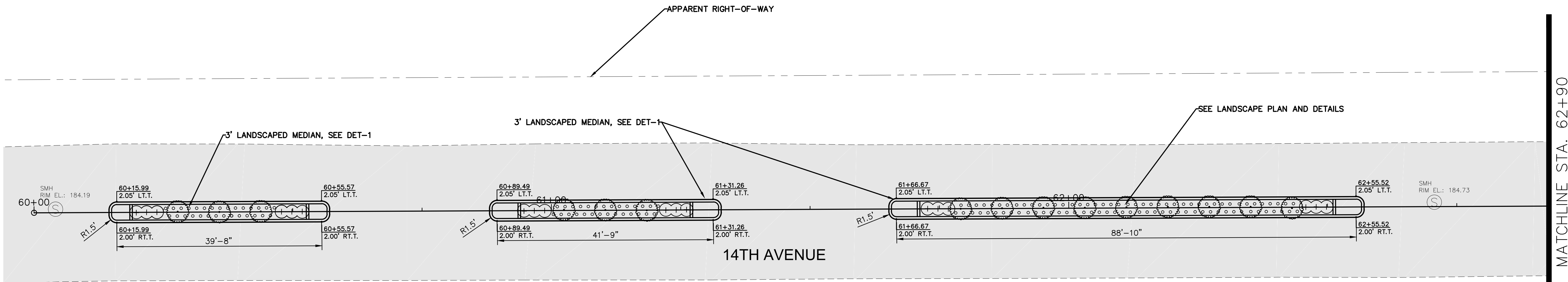
16TH AVENUE AND CONCAR STREET IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

NEEL-SCHAFFER
Solutions you can build upon

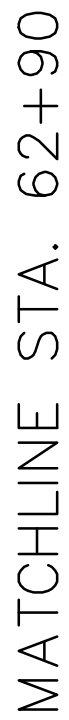
16TH AVENUE STATION 53+20 TO E.O.P.

WORKING NUMBER: WKG-13	DRAWING NUMBER: 25
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NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		16TH AVENUE AND CONCAR STREET IMPROVEMENTS CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY				14TH AVENUE STATION 60+00 TO STATION 63+00	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 17192.000						
					FILENAME: 17192_WKG.dwg						
					SCALE:						
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					DSGN: GPC	DATE: 01/2023				WORKING NUMBER:	DRAWING NUMBER:
					DRWN: GPC	DATE: 01/2023				WKG-14	26
					CHKD:	DATE:					
					QA/QC:	DATE:					

ADDITIVE ALTERNATE NUMBER 1



14TH AVENUE

/SEE LANDSCAPE PLAN AND DETAILS

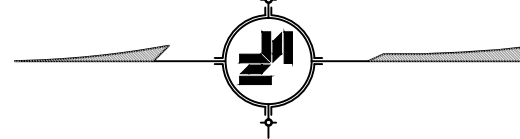
3' LANDSCAPED MEDIAN, SEE DET-1

3' LANDSCAPED MEDIAN, SEE DET-1

\APPARENT RIGHT-OF-WAY



(IN FEET)
1 inch = 10 feet

190

185

180

175

190

185

180

175

NOTICE TO DRAWING HOLDER

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NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 17192.000
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				DSGN: GPC DATE: 01/2023
				DRWN: GPC DATE: 01/2023
				CHKD: DATE:
				QA /QC: DATE:

DRAWING INFORMATION

N-S PROJECT NO.: 17192.000

FILENAME: 17192_WKG.dwg

SCALE: _____

SURVEYED BY: CLEARPOINT ENGINEERS

DSGN: GPC	DATE: 01/2023
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DRWN: GRC	DATE: 01/2023
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CHKD:	DATE:
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CHRG:	DATE:
QA / QC:	DATE:

16TH AVENUE AND CONCAR STREET IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

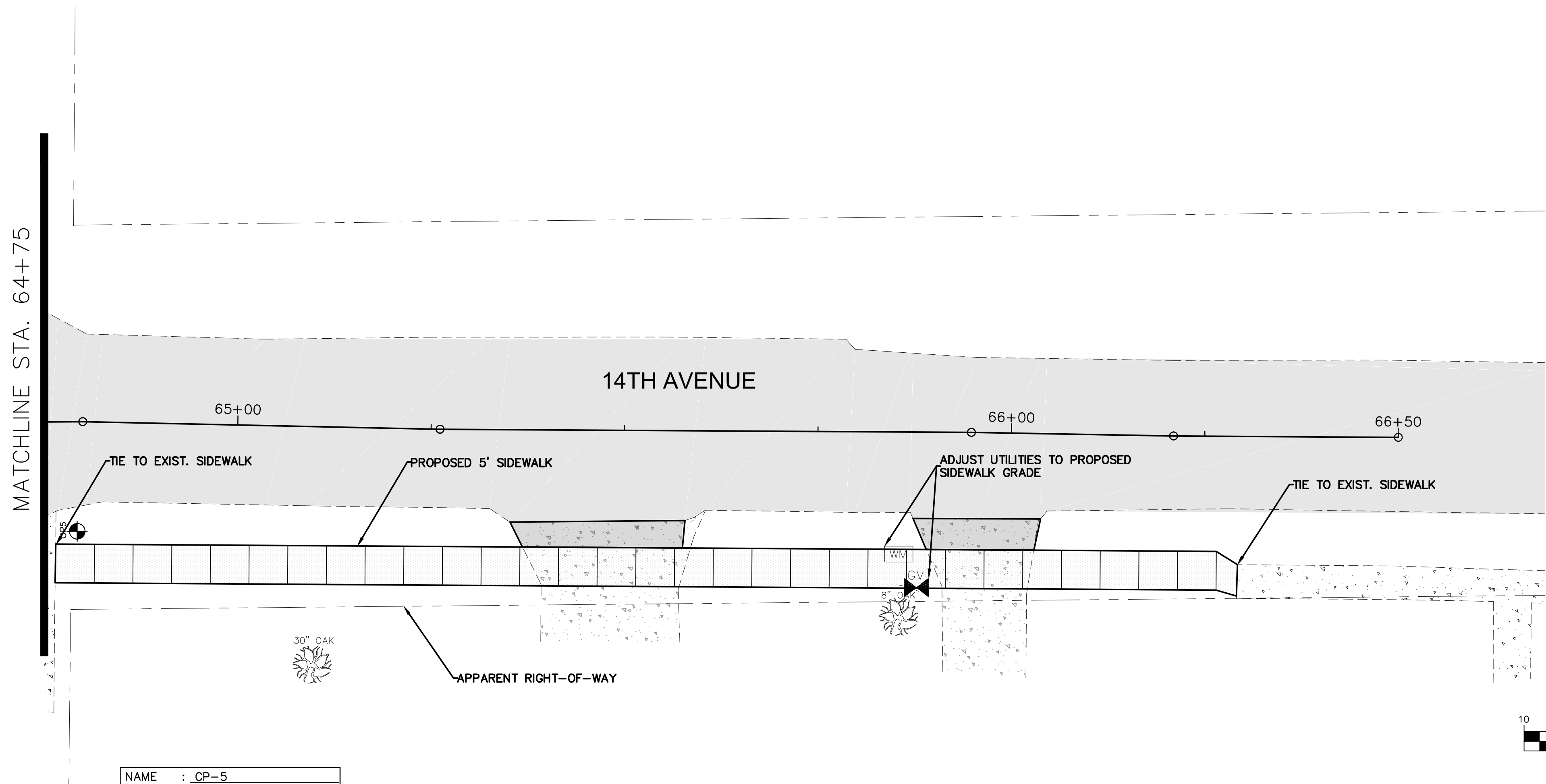


14TH AVENUE
STATION 63+00 TO
STATION 64+75

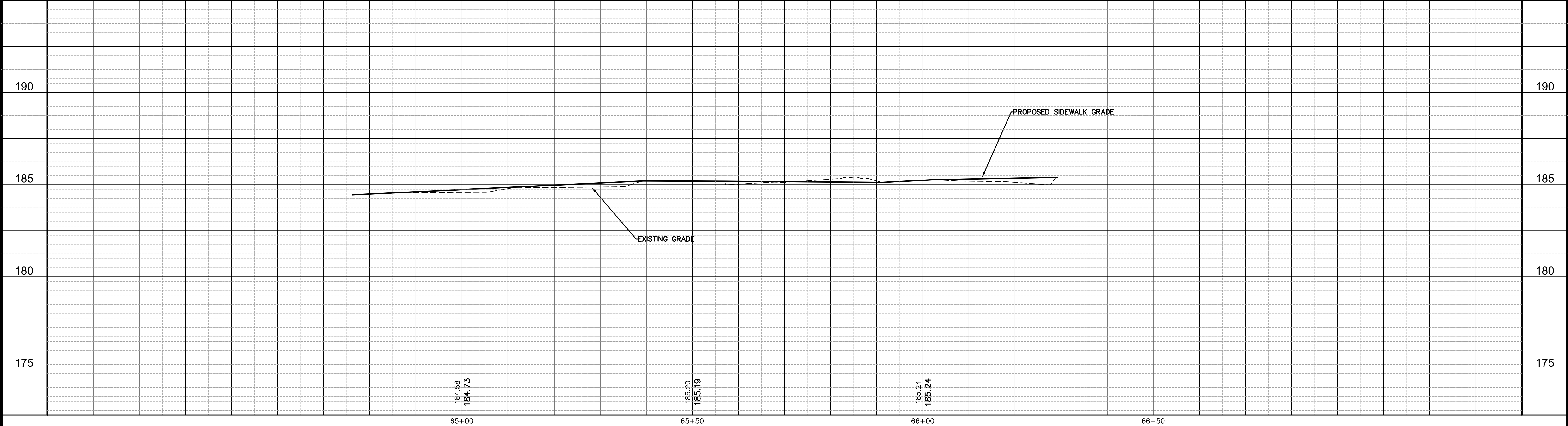
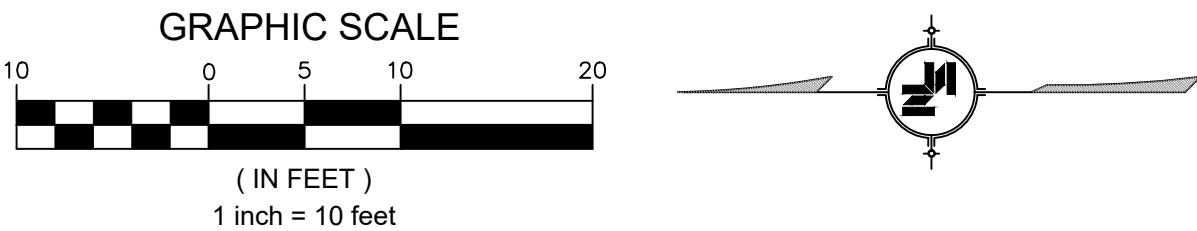
WORKING NUMBER
WKG-15

DRAWING NUMBER

27

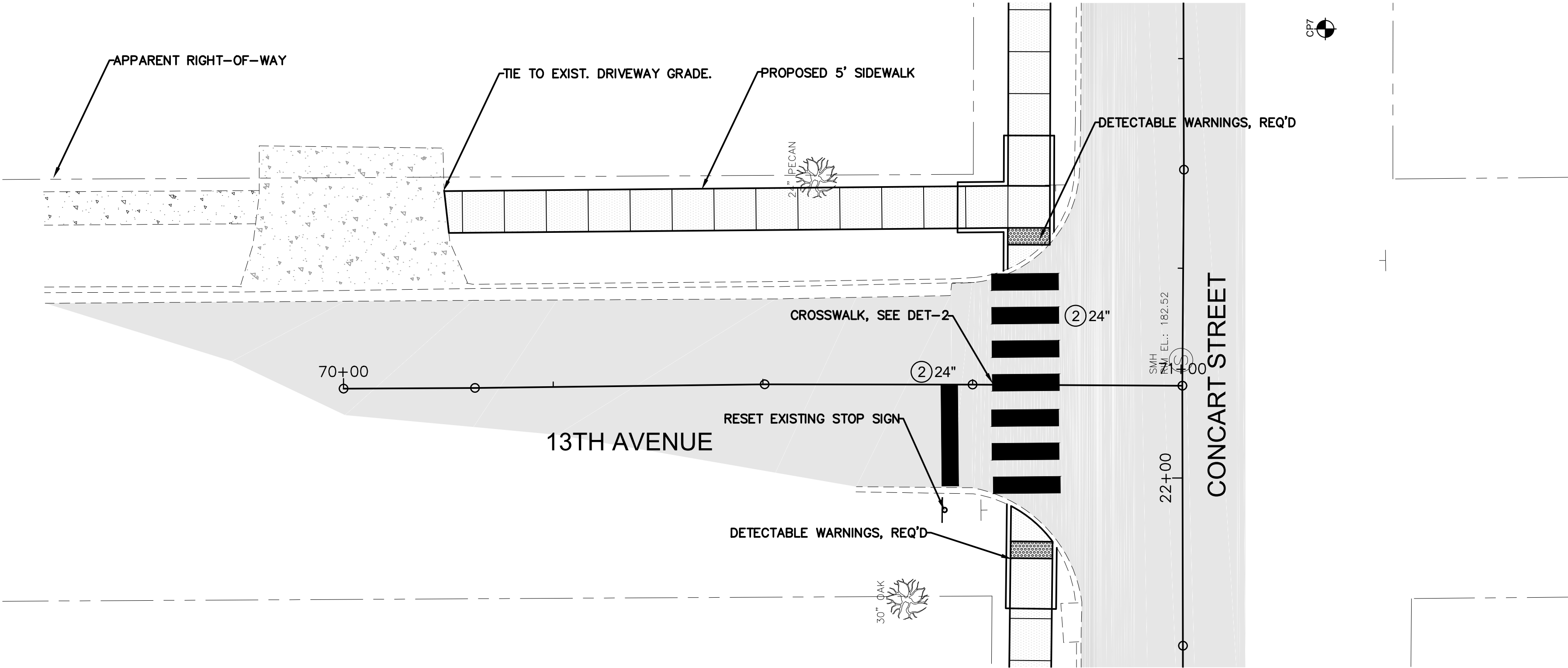


NAME	: CP-5
ELEV	: 184.52'
NORTHING	: 663272.464
EASTING	: 835165.355
DESC	: NAIL

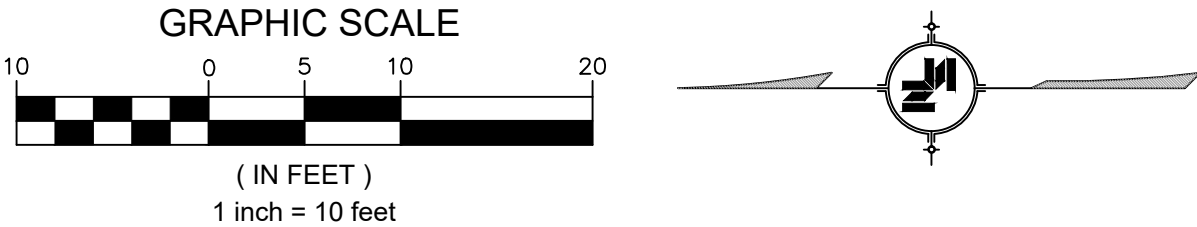


NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS				DRAWING INFORMATION		16TH AVENUE AND CONCERT STREET IMPROVEMENTS CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY		14TH AVENUE STATION 64+75 TO STATION 66+50	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 17192.000					
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					SCALE:					
					SURVEYED BY: CLEARPOINT ENGINEERS					
					DSGN: GPC	DATE: 01/2023				
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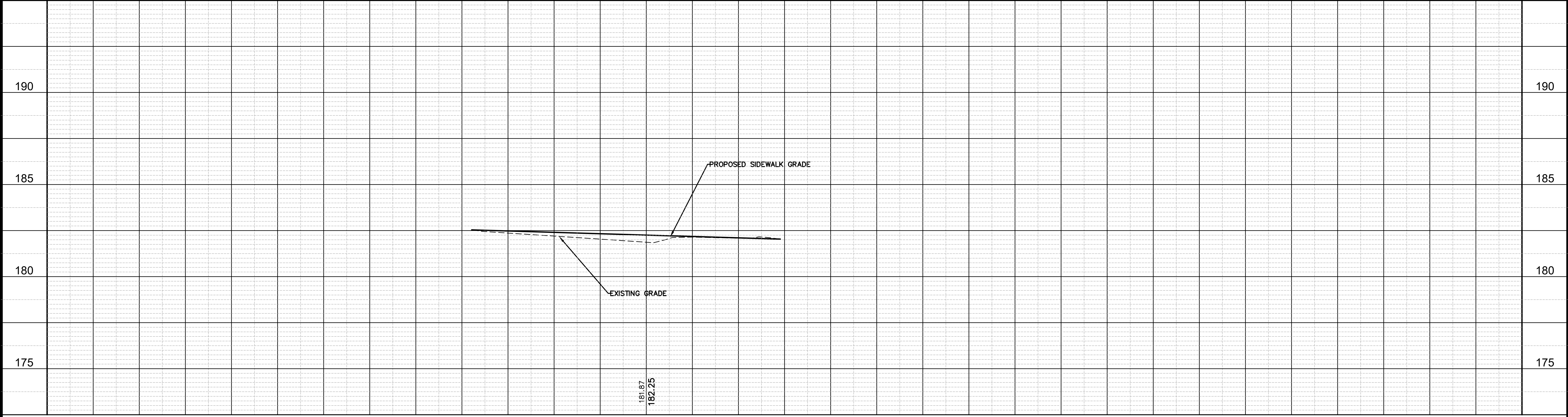
4/2/2023 10:05 AM c:\17000\hattiesburg\17192 - concert st & 14th ave traffic calming\plan\17192_ave.dwg



PAVEMENT MARKING			
SYMBOL	DESCRIPTION	TYPE	UNITS
①	DETAIL STRIPE (WHITE) (6" EQ. LENGTH)	THERMOPLASTIC	LIN. FT.
②	LEGEND (WHITE) (LIN. FT.) (6" EQ. LENGTH)	THERMOPLASTIC	LIN. FT.
③	LEGEND (WHITE) (SQ. FT.)	THERMOPLASTIC	SQ. FT.



NAME	: CP-7
ELEV	: 182.389'
NORTHING	: 663280.252
EASTING	: 835658.312
DESC	: NAIL



NOTICE TO DRAWING HOLDER

NEEL-SCHAFER, INC., HERINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS			DRAWING INFORMATION	
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				DSGN: GPC DATE: 01/2023
				DRWN: GPC DATE: 01/2023
				CHKD: DATE:
				QA/QC: DATE:

16TH AVENUE AND CONCAR STREET
IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

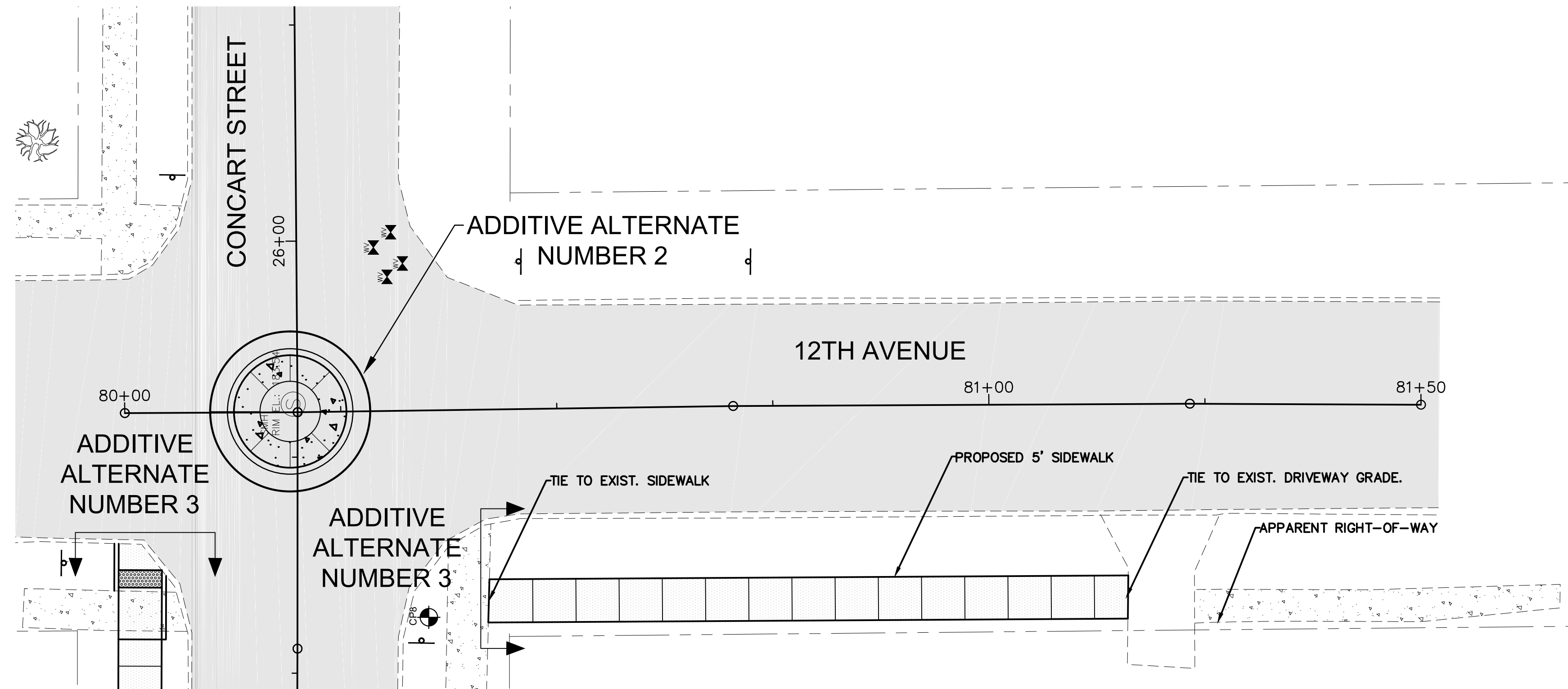


NEEL-SCHAFER
Solutions you can build upon

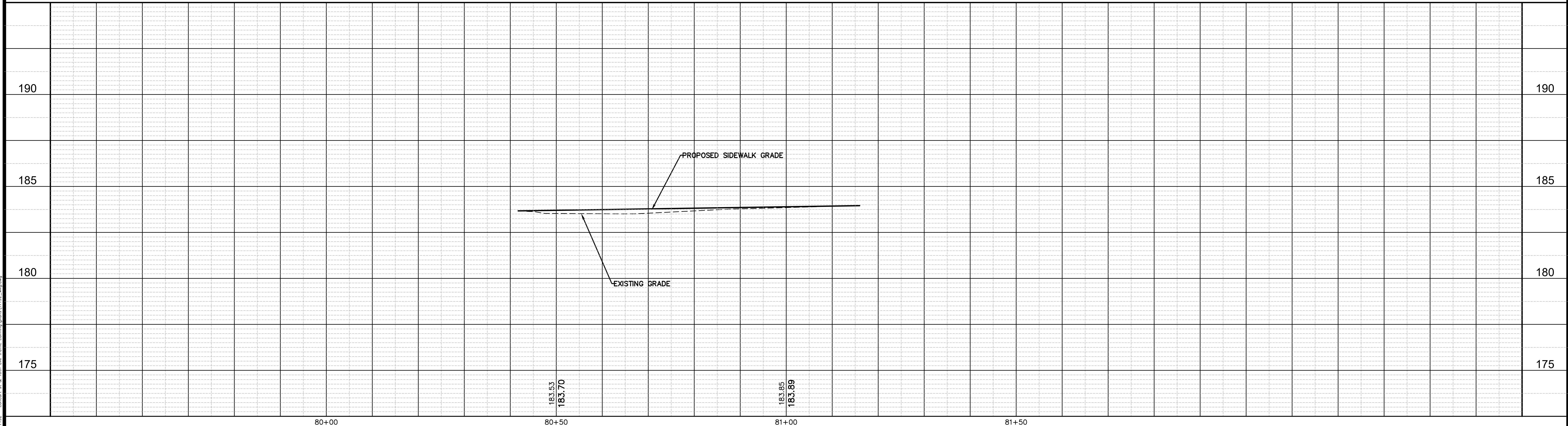
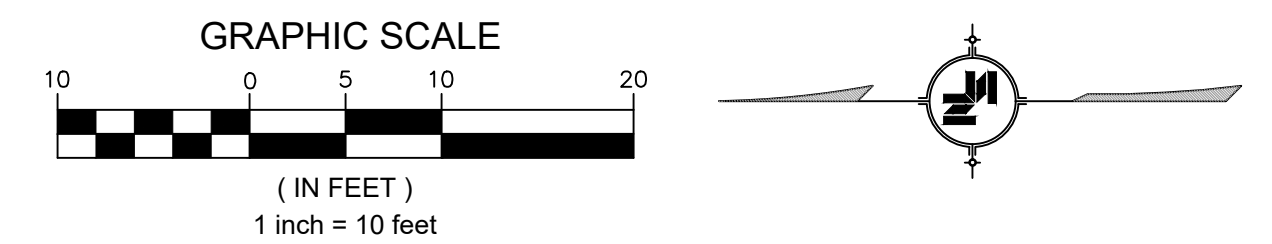
13TH AVENUE
STATION 70+00 TO
STATION 71+00

WORKING NUMBER: WKG-17	DRAWING NUMBER: 29
---------------------------	-----------------------

4/2/2023 10:48 AM C:\Users\jshaffer\OneDrive\Documents\17192 - concert st & 13th ave traffic calming\17192 - wkg.dwg



NAME	: CP-8
ELEV	: 183.76'
NORTHING	: 663281.129
EASTING	: 835961.256
DESC	: NAIL

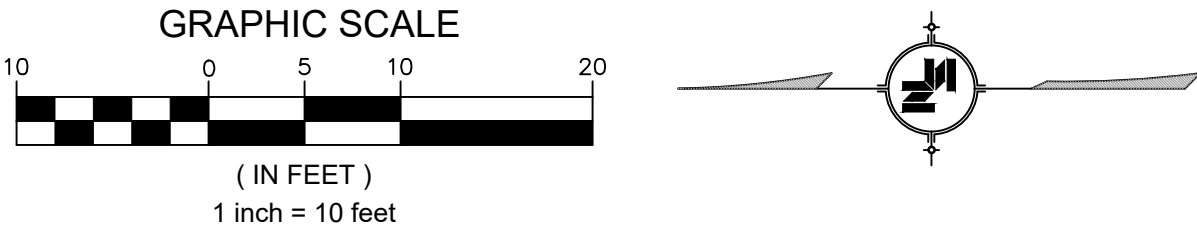
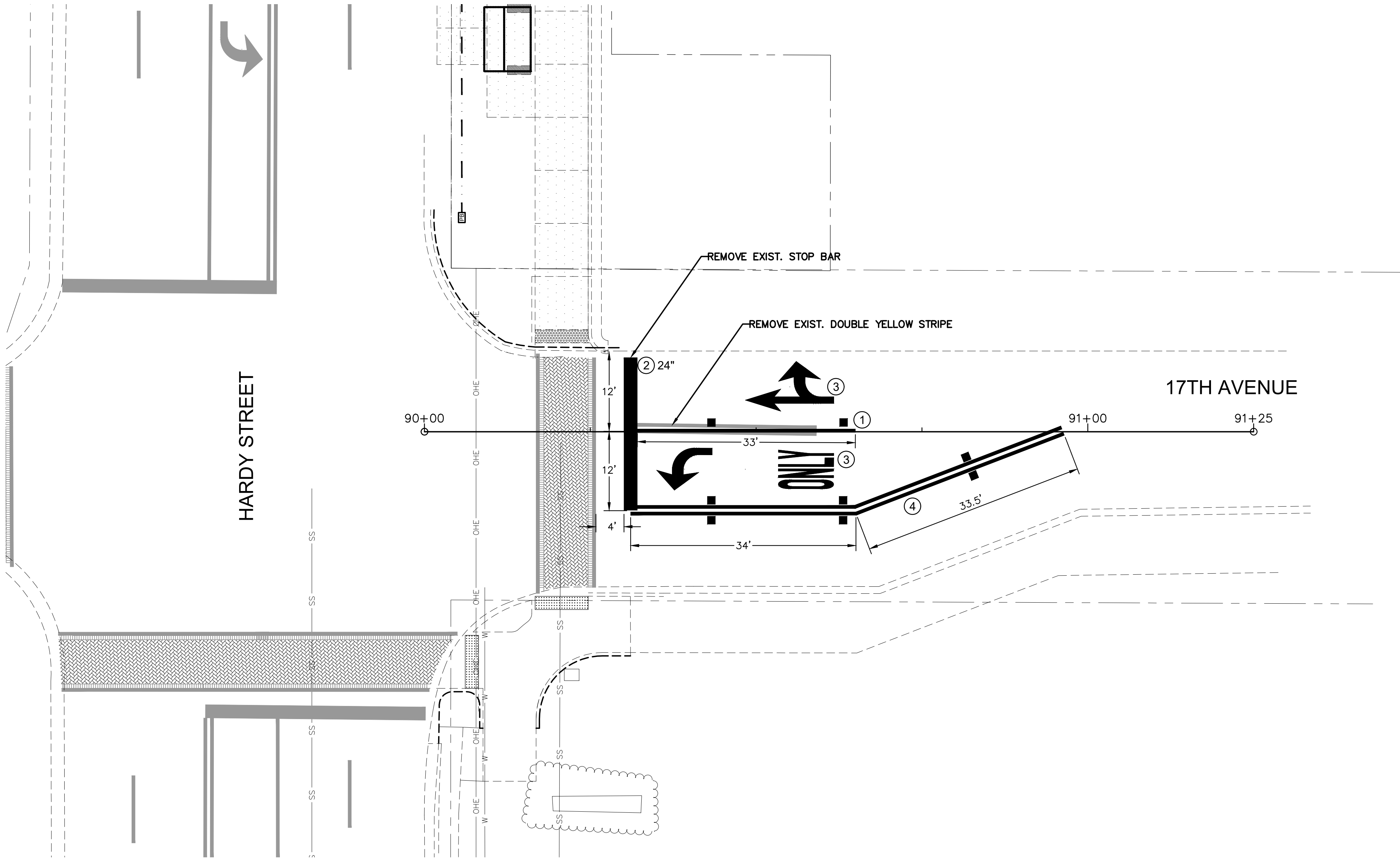


NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS				DRAWING INFORMATION		16TH AVENUE AND CONCAR STREET IMPROVEMENTS CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY	NEEL-SCHAFFER Solutions you can build upon	12TH AVENUE STATION 80+00 TO STATION 81+50	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 17192.000					
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					QA/QC:	DATE:				
								WKG-18	30	

4/2/2023 11:00 AM c:\p200\hattiesburg\17192 - concert st & 16th ave traffic calming\plan\17192_wkg.dwg

PAVEMENT MARKING			
SYMBOL	DESCRIPTION	TYPE	UNITS
①	DETAIL STRIPE (WHITE) (6" EQ. LENGTH)	THERMOPLASTIC	LIN. FT.
②	LEGEND (WHITE) (LIN. FT.) (6" EQ. LENGTH)	THERMOPLASTIC	LIN. FT.
③	LEGEND (WHITE) (SQ. FT.)	THERMOPLASTIC	SQ. FT.
④	DETAIL STRIPE (YELLOW) (6" EQ. LENGTH)	THERMOPLASTIC	LIN. FT.

NOTE:
REF. WKG. NO. TSI-1 FOR TRAFFIC SIGNAL MODIFICATIONS



4/2/2023 11:01 AM c:\17000\hattiesburg\17192 - concert st & 16th ave traffic calming\plan\17192_wkg.dwg

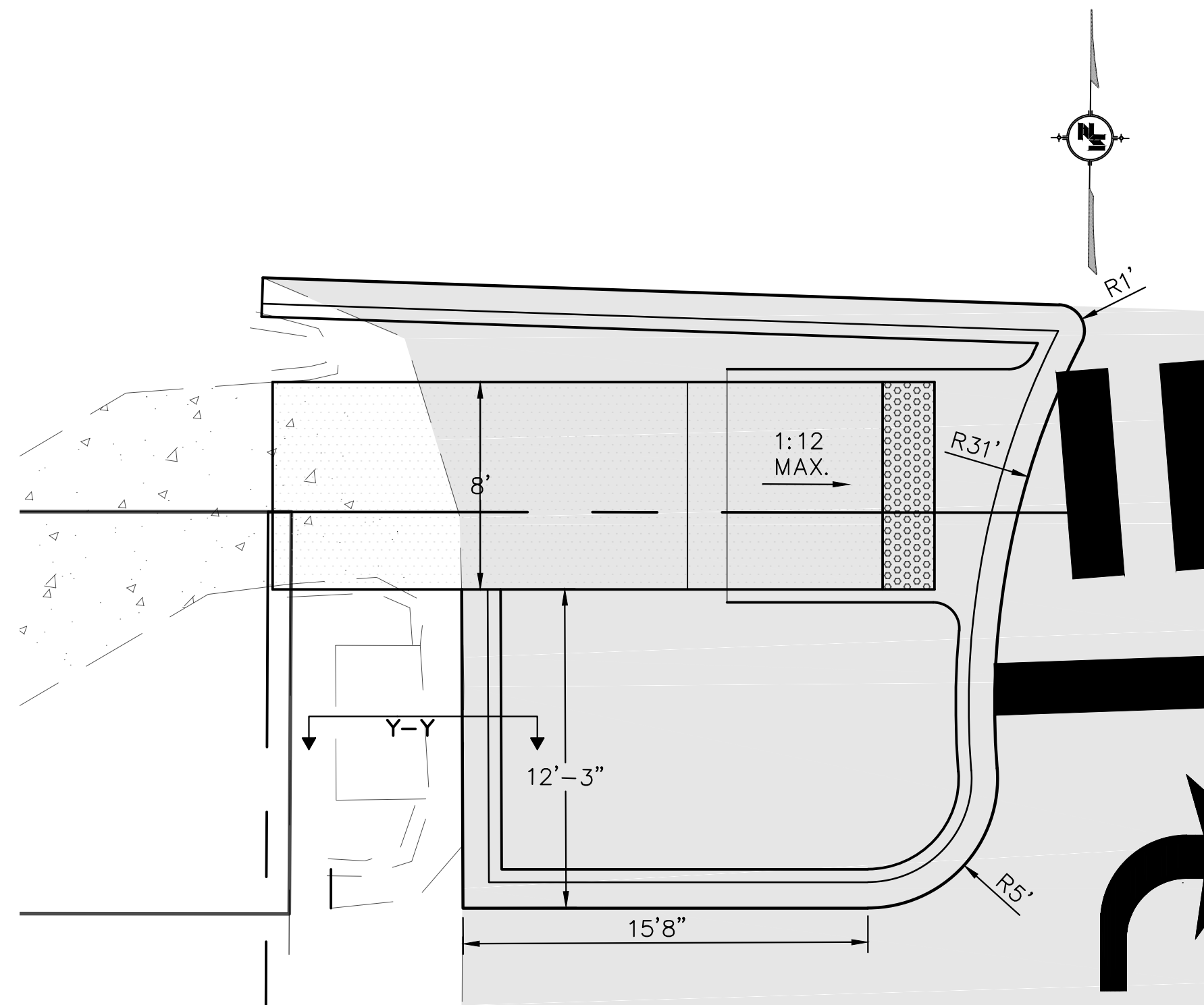
NOTICE TO DRAWING HOLDER			REVISIONS		DRAWING INFORMATION
NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.			NO.	DATE BY	DESCRIPTION
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			DSGN: GPC DATE: 01/2023		
			DRWN: GPC DATE: 01/2023		
			CHKD: DATE:		
			QA/QC: DATE:		

16TH AVENUE AND CONCAR STREET
IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

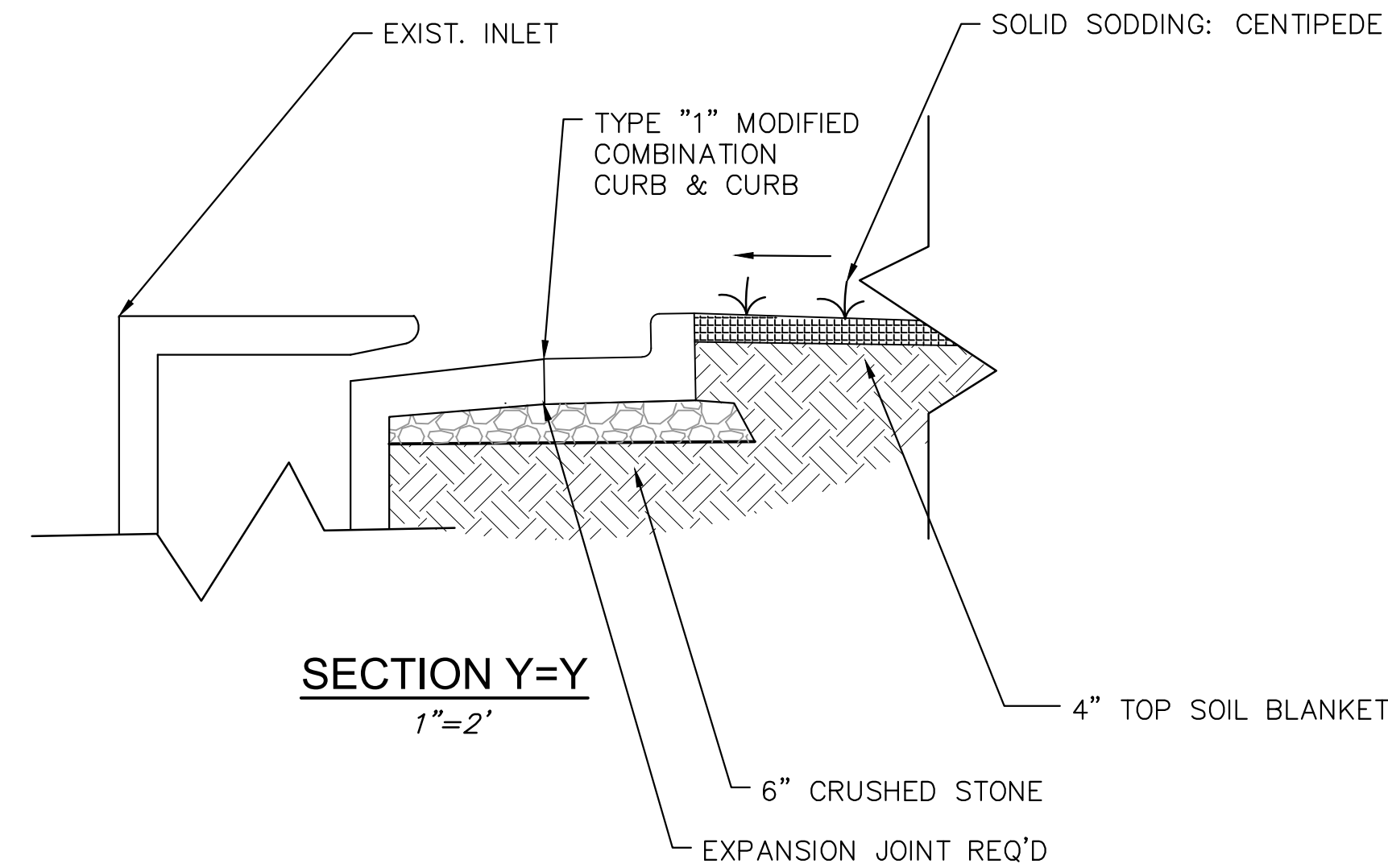


17TH AVENUE STATION 90+00 TO STATION 91+25	
WORKING NUMBER: WKG-19	DRAWING NUMBER: 31



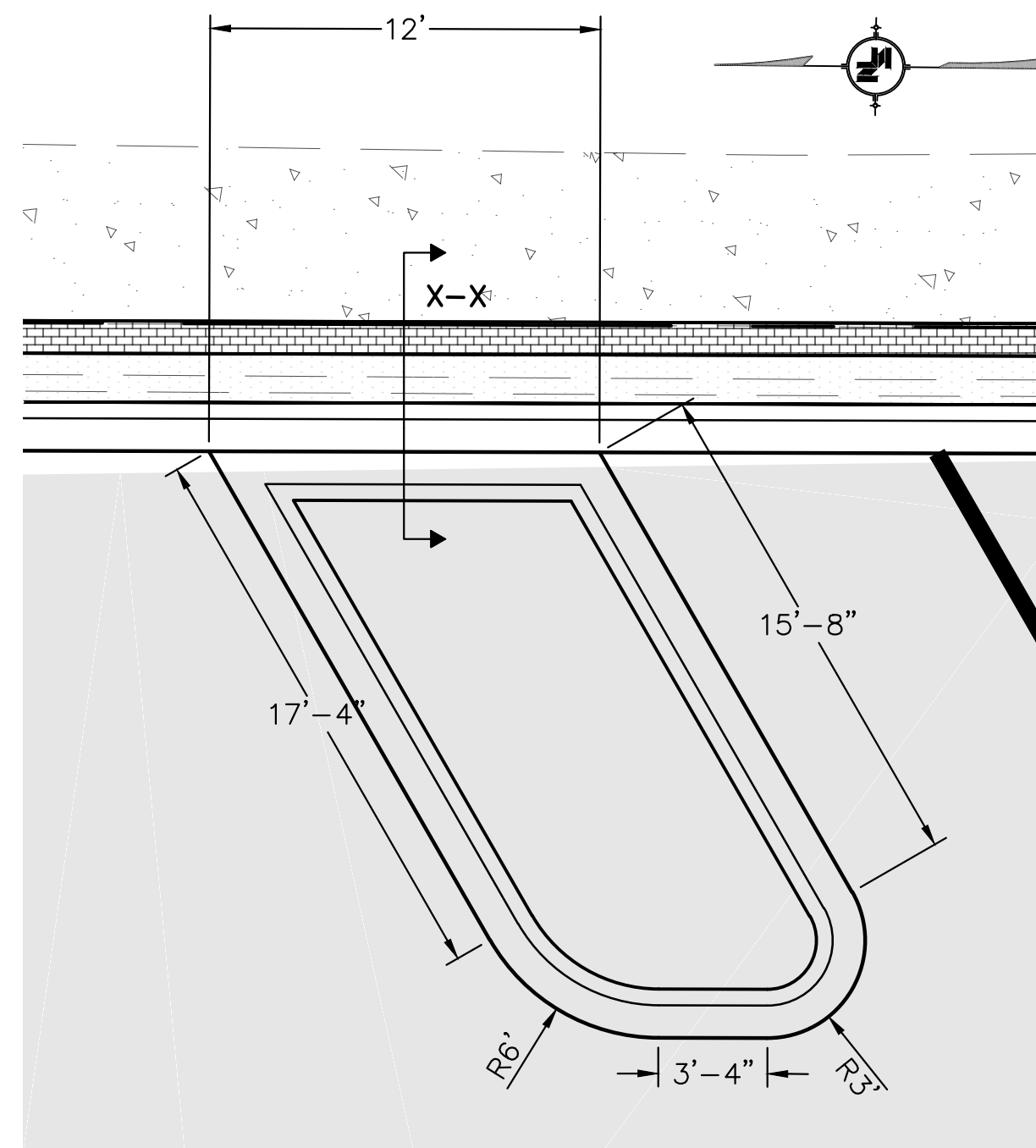
GEOMETRIC DETAIL # 1

1"=5'



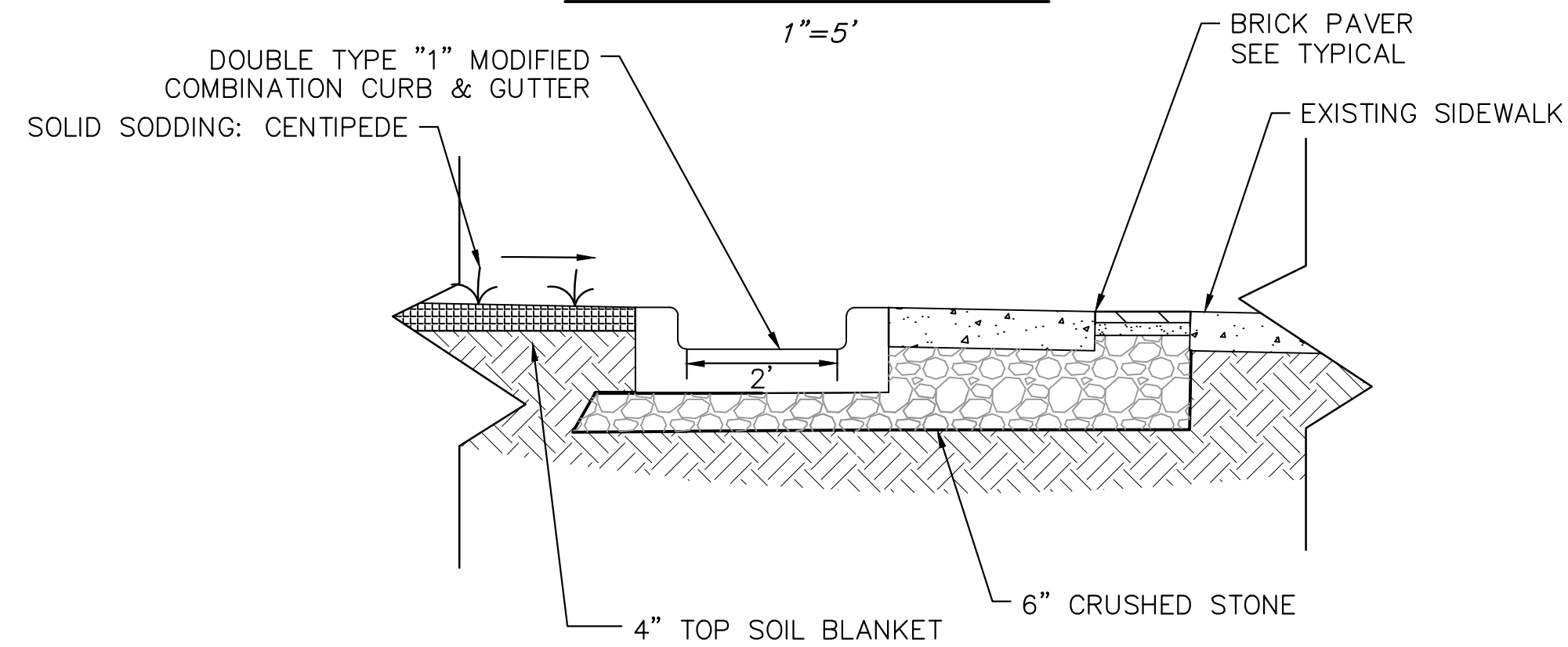
SECTION Y=Y

1"=2'



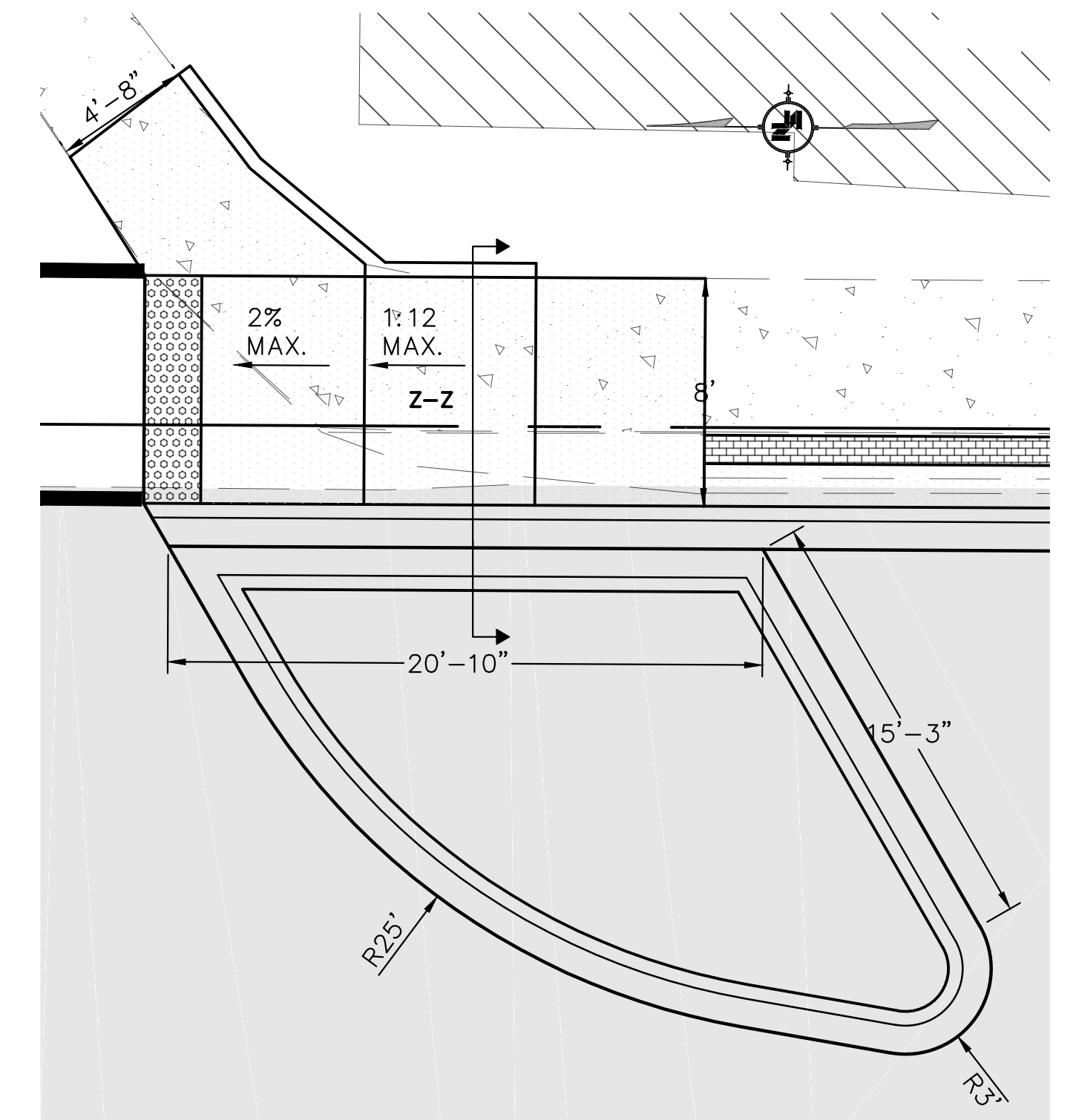
GEOMETRIC DETAIL # 2

1"=5'



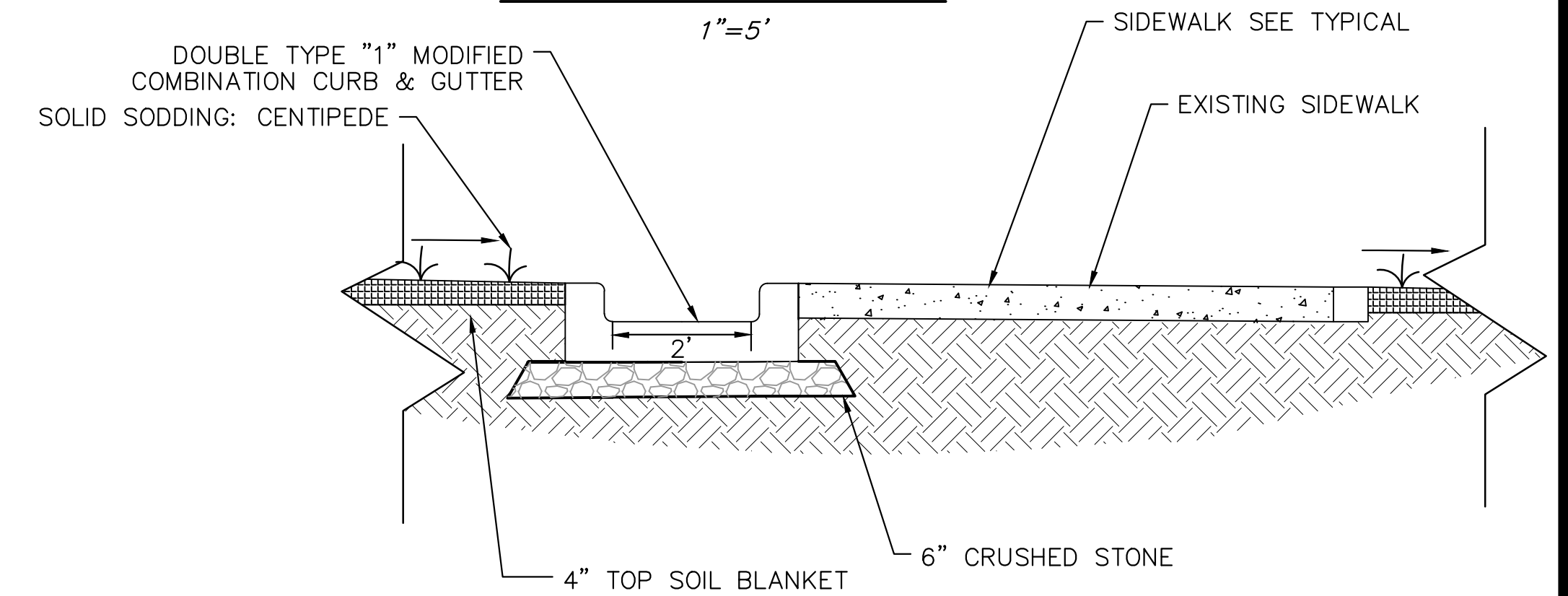
SECTION X=X

1"=2'



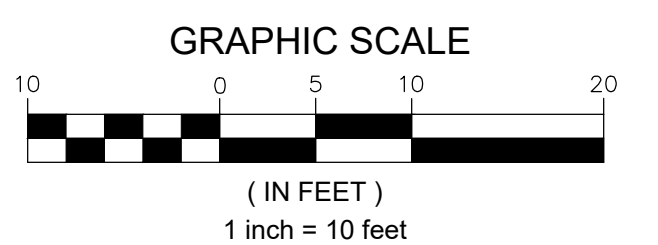
GEOMETRIC DETAIL # 3

1"=5'



SECTION X=X

1"=2'



NOTICE TO DRAWING HOLDER

NEEL-SCHAFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

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				SURVEYED BY: CLEARPOINT ENGINEERS	
				DSGN: GPC	DATE: 01/2023
				DRWN: GPC	DATE: 01/2023
				CHKD:	DATE:
				QA/QC:	DATE:

**16TH AVENUE AND CONCAR STREET
IMPROVEMENTS**

**CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY**

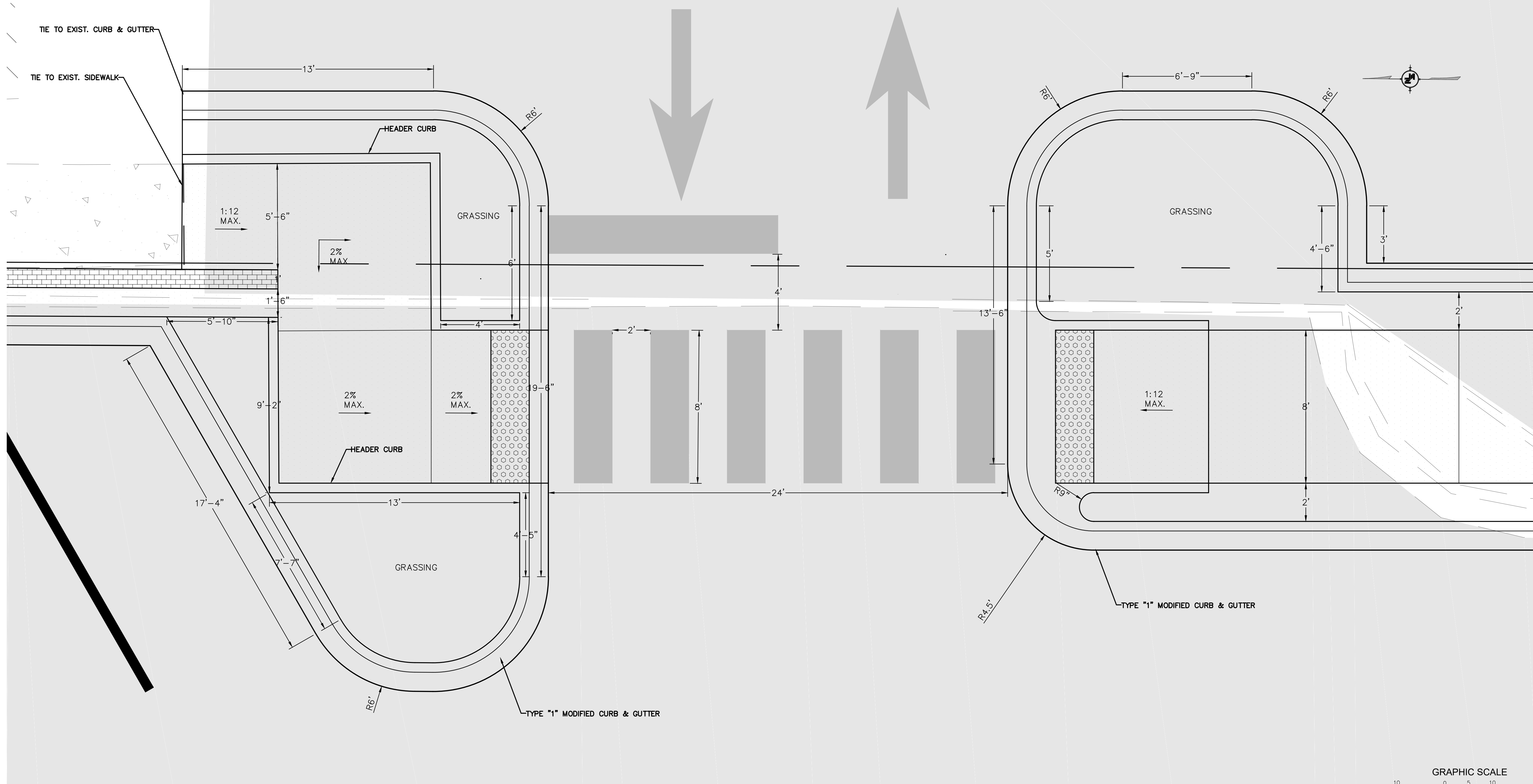


GEOMETRIC DETAILS

WORKING NUMBER:
GEO-1

DRAWING NUMBER:
32

NOTE: HEADER CURB INCLUDED IN THE COST OF SIDEWALK



GEOMETRIC DETAIL # 4
1"=2.5'

4/2/2023 1:04 PM c:\17000\hattiesburg\17192 - concert st & 16th ave traffic calming\plan\17192_geo.dwg

NOTICE TO DRAWING HOLDER
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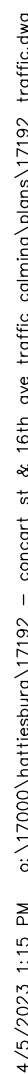
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				CHKD: DATE:
				QA/QC: DATE:

16TH AVENUE AND CONCAR STREET
IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



GEOMETRIC DETAILS	
WORKING NUMBER: GEO-2	DRAWING NUMBER: 33



①

W20-1
36x36

MOUNTED ON U-SECTION POST

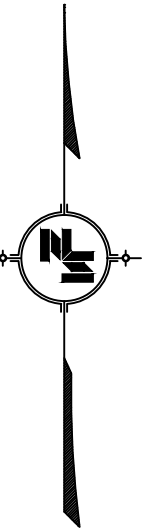
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G20-2a
36x18

MOUNTED ON U-SECTION POST

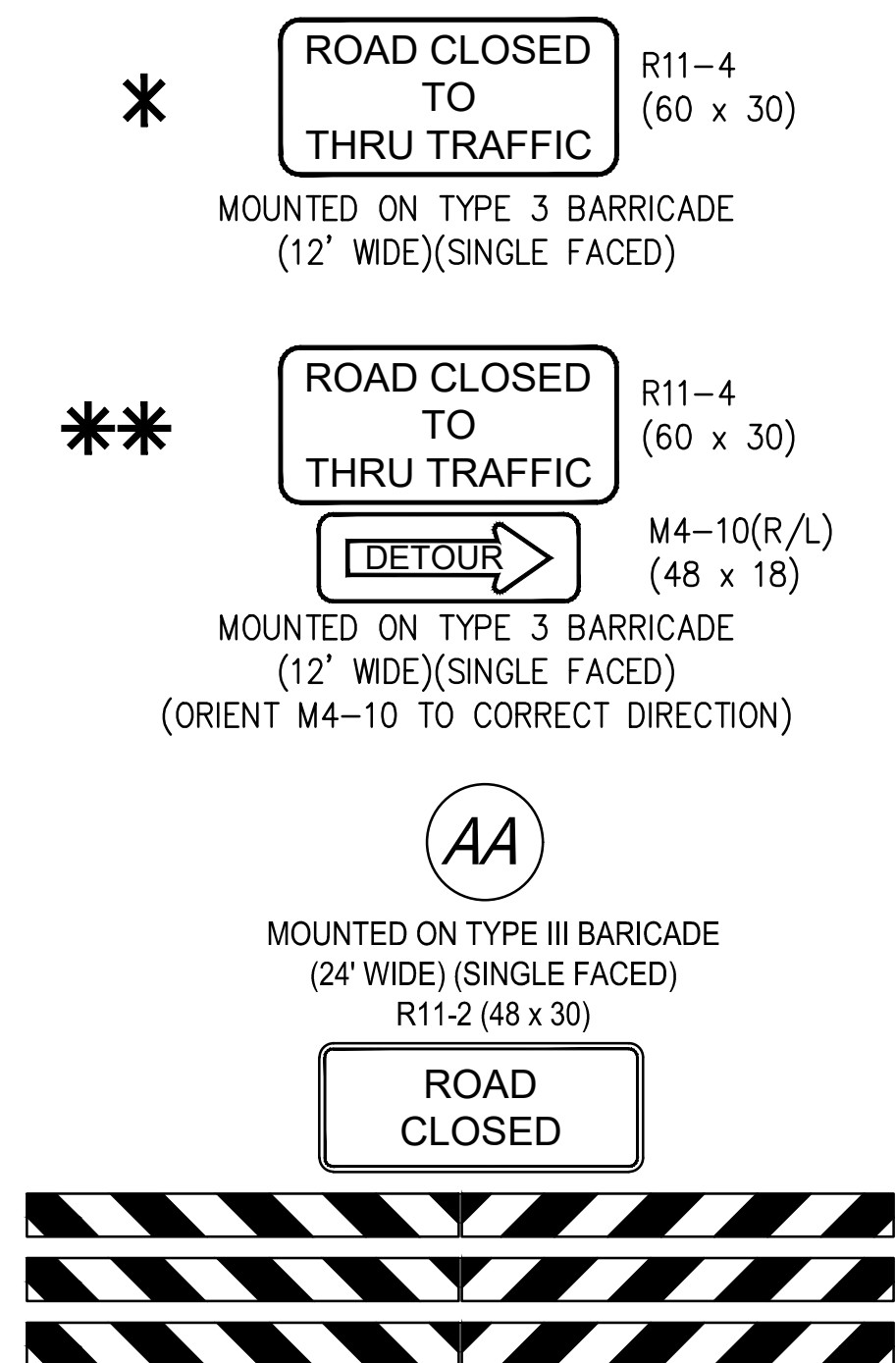
③

W20-1
36x36



1. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.
2. CONTRACTOR TO MAINTAIN ACCESS TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION.
3. THE LOCATION AND SPACING OF SIGNS ARE APPROXIMATE AND MAY BE ADJUSTED AS NECESSARY TO FIT FIELD CONDITIONS.
4. FLUORESCENT ORANGE SHEETING SHALL BE USED ON ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS EXCEPT FOR THOSE DESIGNATED IN THE PLANS TO BE BLACK LEGEND AND BORDER ON WHITE BACKGROUND.
5. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).
6. SEE SHEET TCP-6 FOR ADDITIONAL TRAFFIC CONTROL REQUIREMENTS.

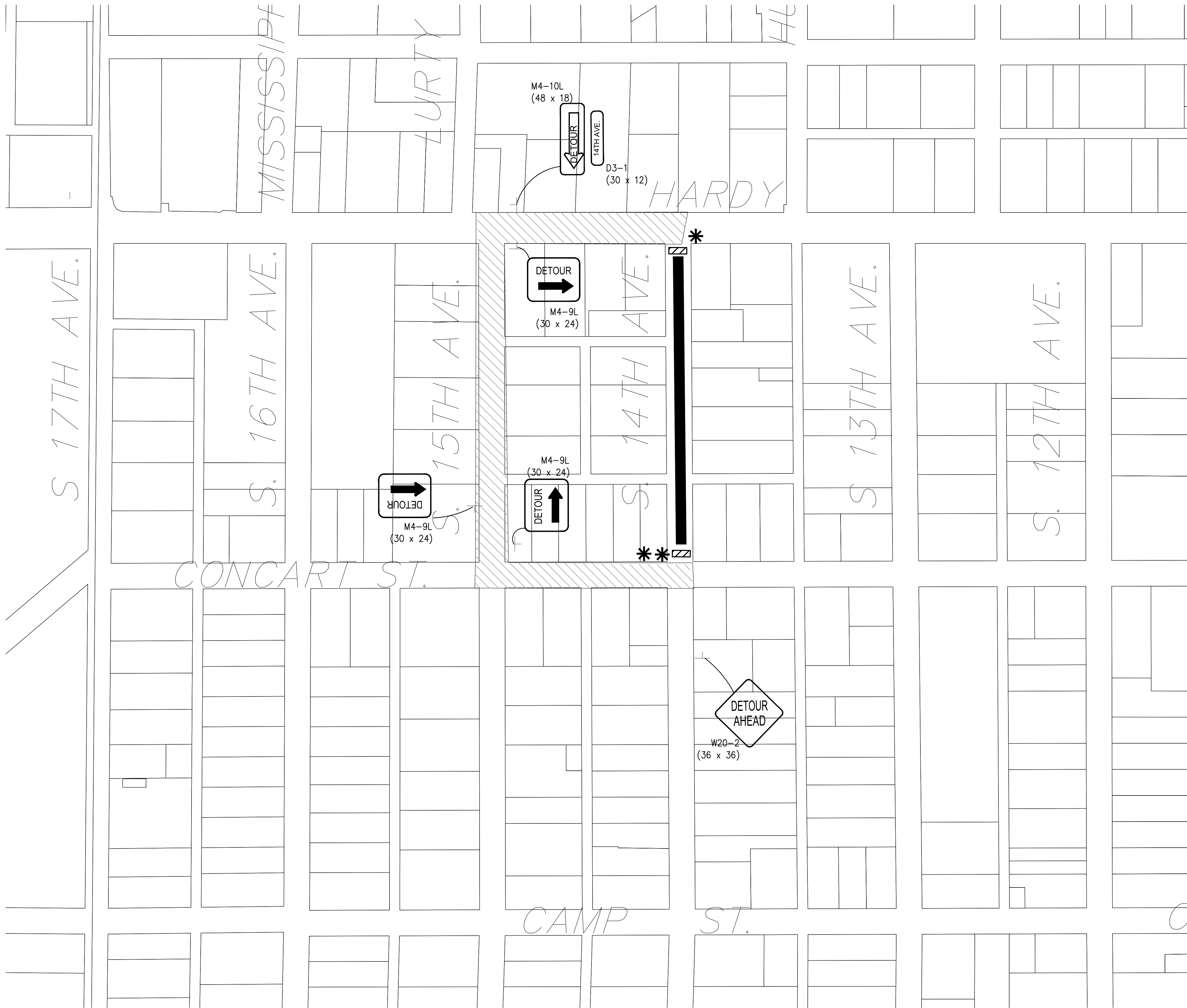
NOTICE TO DRAWING HOLDER NEEL-SCHAFER, INC., HEREAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS				DRAWING INFORMATION	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 17192.000	
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				QA/QC:	DATE:	
16TH AVENUE AND CONCERT STREET IMPROVEMENTS CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY						
 NEEL-SCHAFER <i>Solutions you can build upon</i>						
TRAFFIC CONTROL PLAN						
WORKING NUMBER: TCP-1			DRAWING NUMBER: 34			



- NOTES:
1. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.
 2. CONTRACTOR TO MAINTAIN ACCESS TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION.
 3. THE LOCATION AND SPACING OF SIGNS ARE APPROXIMATE AND MAY BE ADJUSTED AS NECESSARY TO FIT FIELD CONDITIONS.
 4. FLUORESCENT ORANGE SHEETING SHALL BE USED ON ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS EXCEPT FOR THOSE DESIGNATED IN THE PLANS TO BE BLACK LEGEND AND BORDER ON WHITE BACKGROUND.
 5. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).
 6. SEE SHEET TCP-6 FOR ADDITIONAL TRAFFIC CONTROL REQUIREMENTS.

NOTICE TO DRAWING HOLDER NEEL-SCHAFER, INC., HEREAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS				DRAWING INFORMATION	
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					DRWN: GPC	DATE: 01/2023
					CHKD:	DATE:
				QA/QC:	DATE:	
16TH AVENUE AND CONCARST STREET IMPROVEMENTS CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY						
 NEEL-SCHAFER <i>Solutions you can build upon</i>						
TRAFFIC CONTROL PLAN TRAFFIC TABLE ON 15TH AVENUE						
WORKING NUMBER: TCP-2				DRAWING NUMBER: 35		

4/7/2023 1:22 PM o:\17000\hattiesburg\17192 - concept st. & 16th ave traffic control\plans\17192_traffic.dwg



* **ROAD CLOSED TO THRU TRAFFIC** R11-4 (60 x 30)
MOUNTED ON TYPE 3 BARRICADE (12' WIDE)(SINGLE FACED)

** **ROAD CLOSED TO THRU TRAFFIC** R11-4 (60 x 30)
DETOUR M4-10(R/L) (48 x 18)
MOUNTED ON TYPE 3 BARRICADE (12' WIDE)(SINGLE FACED)
(ORIENT M4-10 TO CORRECT DIRECTION)

44
MOUNTED ON TYPE III BARRICADE (24' WIDE) (SINGLE FACED)
R11-2 (48 x 30)
ROAD CLOSED

NOTES:

1. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.
2. CONTRACTOR TO MAINTAIN ACCESS TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION.
3. THE LOCATION AND SPACING OF SIGNS ARE APPROXIMATE AND MAY BE ADJUSTED AS NECESSARY TO FIT FIELD CONDITIONS.
4. FLUORESCENT ORANGE SHEETING SHALL BE USED ON ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS EXCEPT FOR THOSE DESIGNATED IN THE PLANS TO BE BLACK LEGEND AND BORDER ON WHITE BACKGROUND.
5. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).
6. SEE SHEET TCP-6 FOR ADDITIONAL TRAFFIC CONTROL REQUIREMENTS.
7. D3-1 SIGNS SHALL BE MOUNTED ON ALL DETOUR SIGNS TO INDICATE STREET BEING DETOURED.
8. THE DETOUR SHOWN ON THIS PAGE CANNOT BE HELD AT THE SAME TIME AS THE DETOUR FOR 15TH AVENUE SEEN ON WKG. NO. TCP-2.

ADDITIVE ALTERNATE NUMBER 1

NOTICE TO DRAWING HOLDER

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REVISIONS			DRAWING INFORMATION	
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				DSGN: GPC DATE: 01/2023
				DRWN: GPC DATE: 01/2023
				CHKD: DATE:
				QA/QC: DATE:

**16TH AVENUE AND CONCARST STREET
IMPROVEMENTS**

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

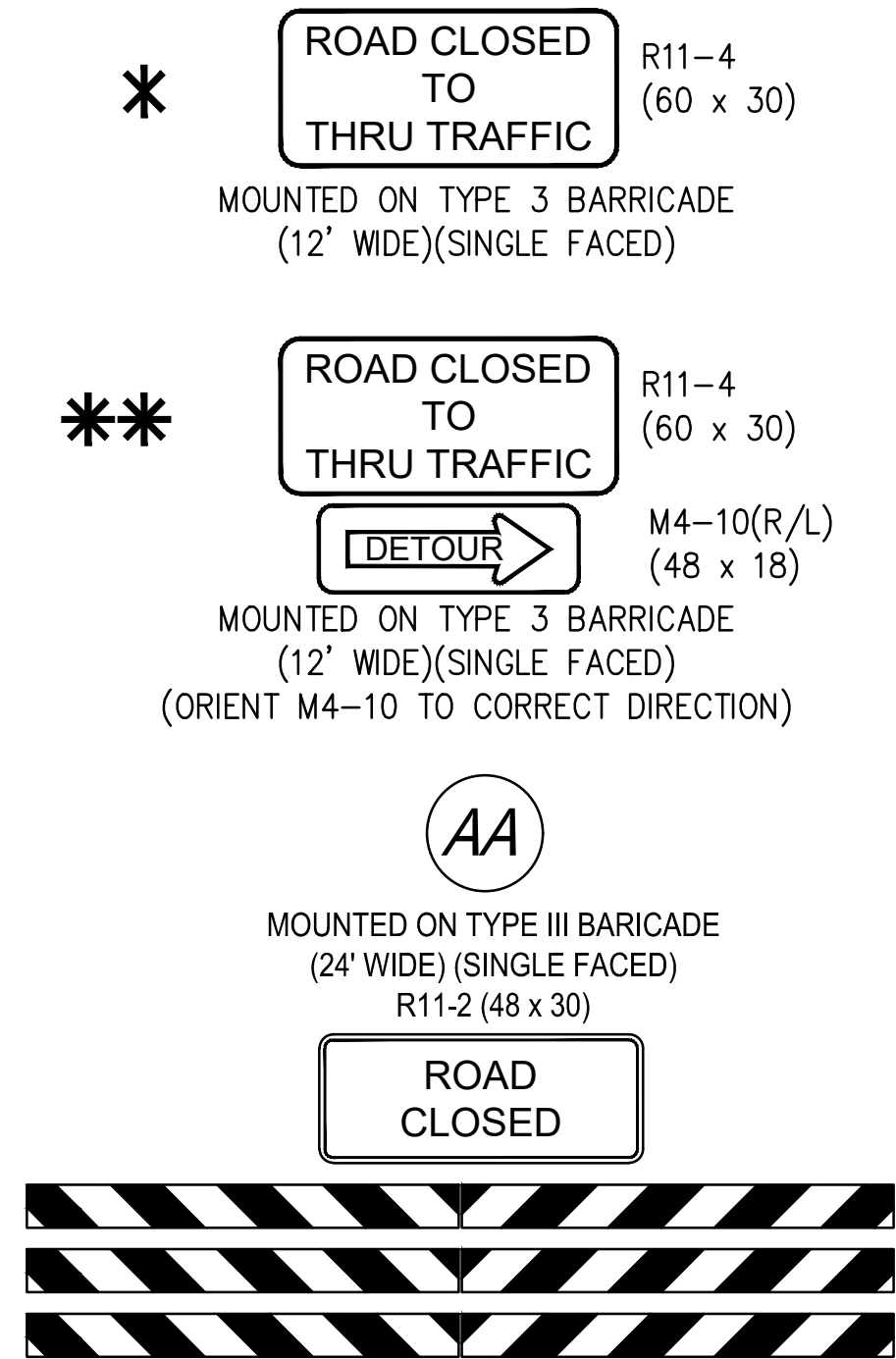
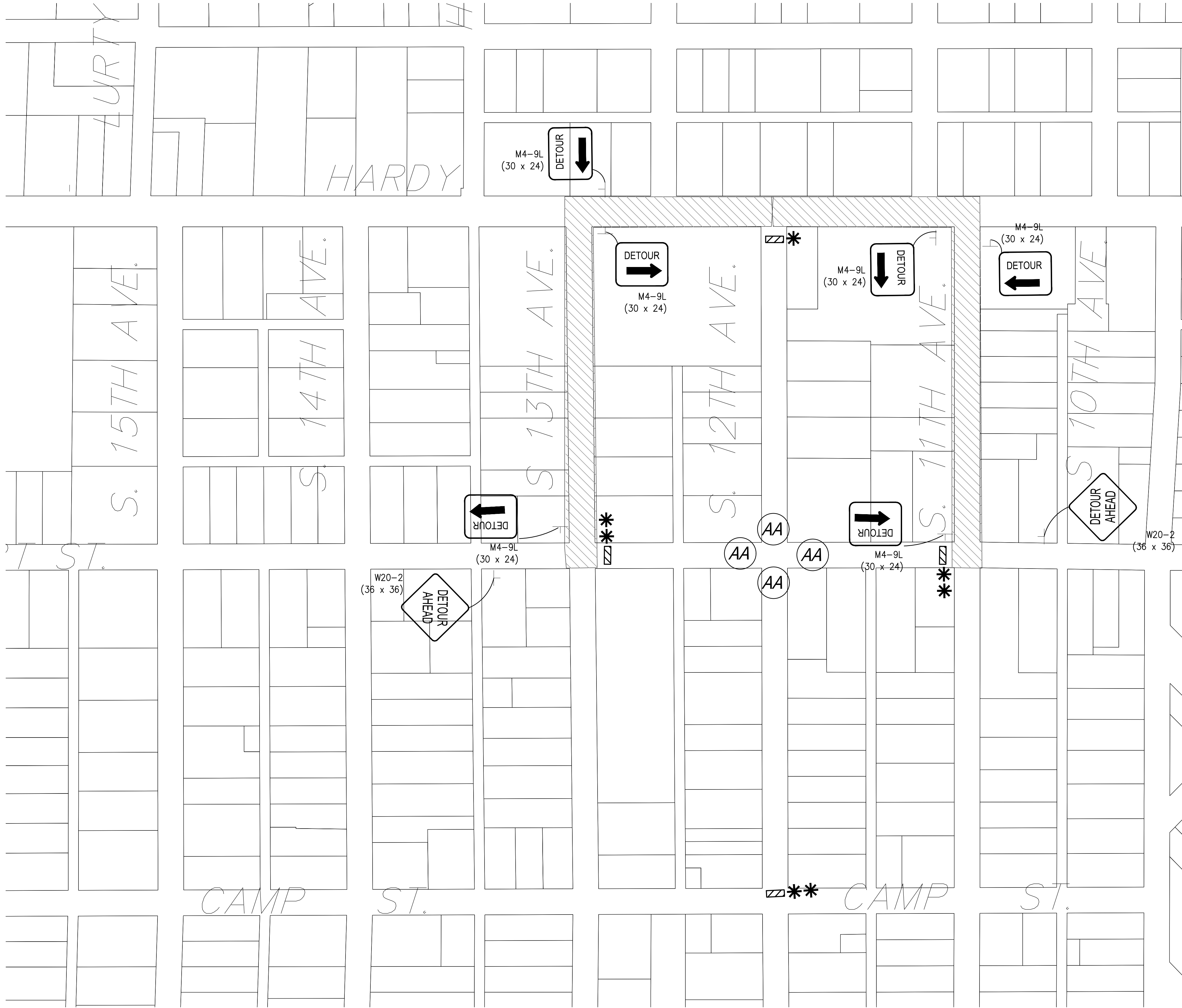


**TRAFFIC CONTROL PLAN
MEDIANS ON 14TH AVENUE**

WORKING NUMBER:
TCP-3

DRAWING NUMBER:
36

4/7/2023 1:25 PM o:\17000\hattiesburg\17192 - concert st. & 16th ave traffic control\plans\17192_traffic.dwg



- NOTES:**
1. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.
 2. CONTRACTOR TO MAINTAIN ACCESS TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION.
 3. THE LOCATION AND SPACING OF SIGNS ARE APPROXIMATE AND MAY BE ADJUSTED AS NECESSARY TO FIT FIELD CONDITIONS.
 4. FLUORESCENT ORANGE SHEETING SHALL BE BE USED ON ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS EXCEPT FOR THOSE DESIGNATED IN THE PLANS TO BE BLACK LEGEND AND BORDER ON WHITE BACKGROUND.
 5. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).
 6. SEE SHEET TCP-6 FOR ADDITIONAL TRAFFIC CONTROL REQUIREMENTS.
 7. D3-1 SINGS SHALL BE MOUNTED ON ALL DETOUR SINGS TO INDICATE STREET BEING DETOURED.

ADDITIVE ALTERNATE NUMBER 2

NOTICE TO DRAWING HOLDER

NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	

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DSGN: GPC	DATE: 01/2023
DRWN: GPC	DATE: 01/2023
CHKD:	DATE:
QA/QC:	DATE:

**16TH AVENUE AND CONCAR STREET
IMPROVEMENTS**

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

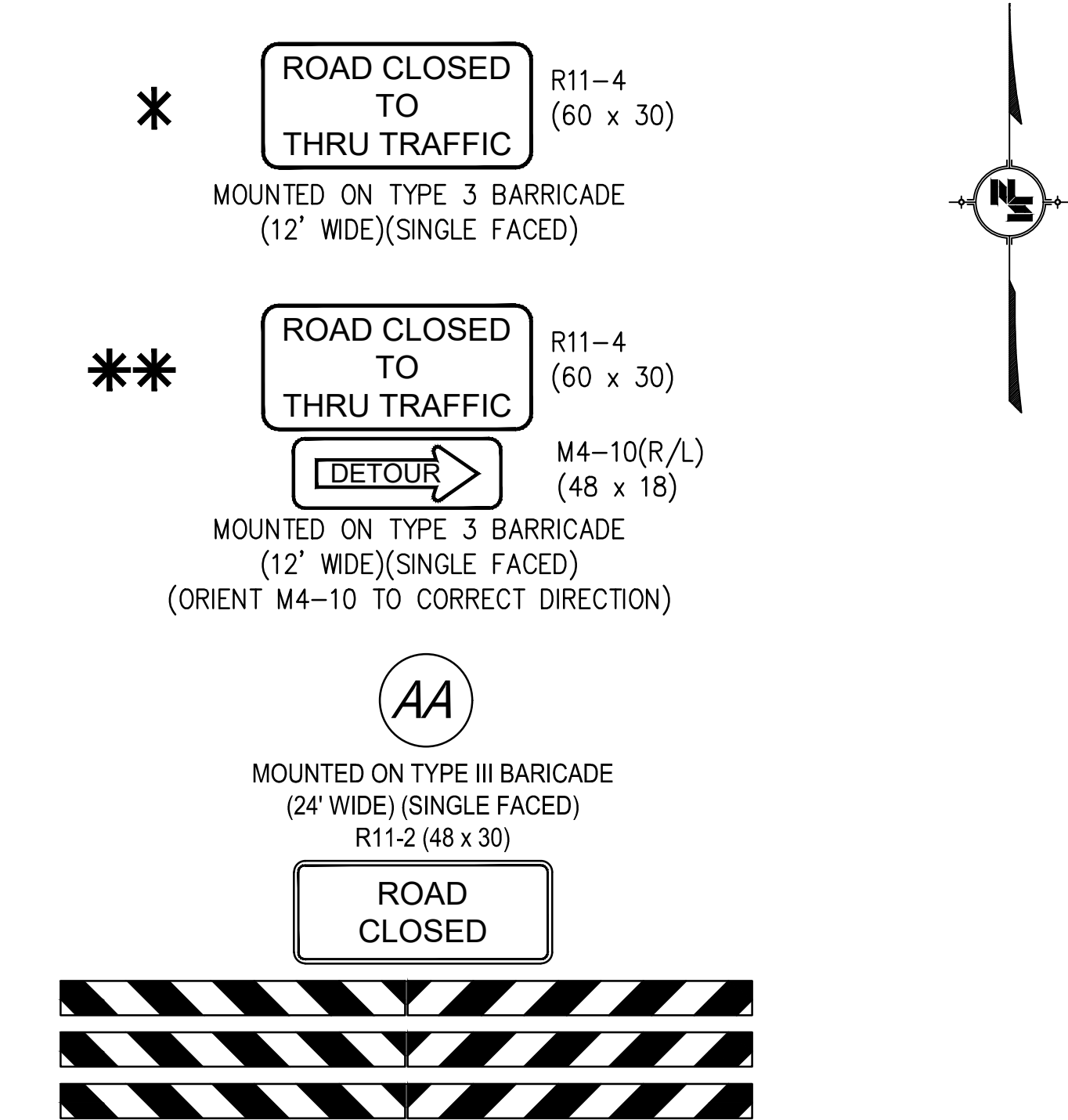
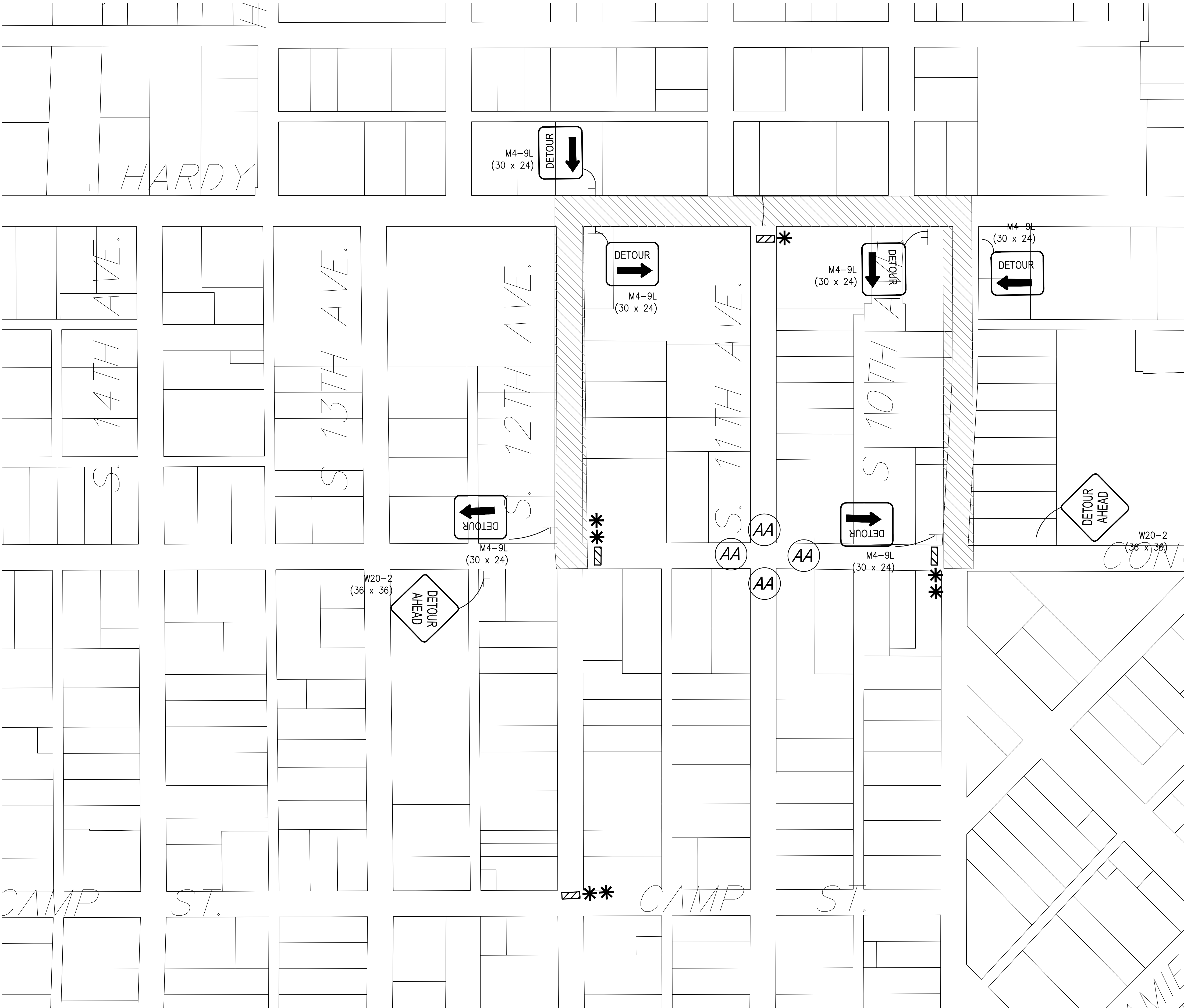


TRAFFIC CONTROL PLAN
TRAFFIC CIRCLE
INTERSECTION OF
12TH AVE & CONCAR STREET

WORKING NUMBER:
TCP-4

DRAWING NUMBER:
37

4/7/2023 1:29 PM c:\17000\hattiesburg\17192 - concept sit & 16th ave traffic control\plan\17192_traffic.dwg



- NOTES:**
1. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.
 2. CONTRACTOR TO MAINTAIN ACCESS TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION.
 3. THE LOCATION AND SPACING OF SIGNS ARE APPROXIMATE AND MAY BE ADJUSTED AS NECESSARY TO FIT FIELD CONDITIONS.
 4. FLUORESCENT ORANGE SHEETING SHALL BE USED ON ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS EXCEPT FOR THOSE DESIGNATED IN THE PLANS TO BE BLACK LEGEND AND BORDER ON WHITE BACKGROUND.
 5. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).
 6. SEE SHEET TCP-6 FOR ADDITIONAL TRAFFIC CONTROL REQUIREMENTS.
 7. D3-1 SIGNS SHALL BE MOUNTED ON ALL DETOUR SIGNS TO INDICATE STREET BEING DETOURED.

ADDITIVE ALTERNATE NUMBER 2

NOTICE TO DRAWING HOLDER
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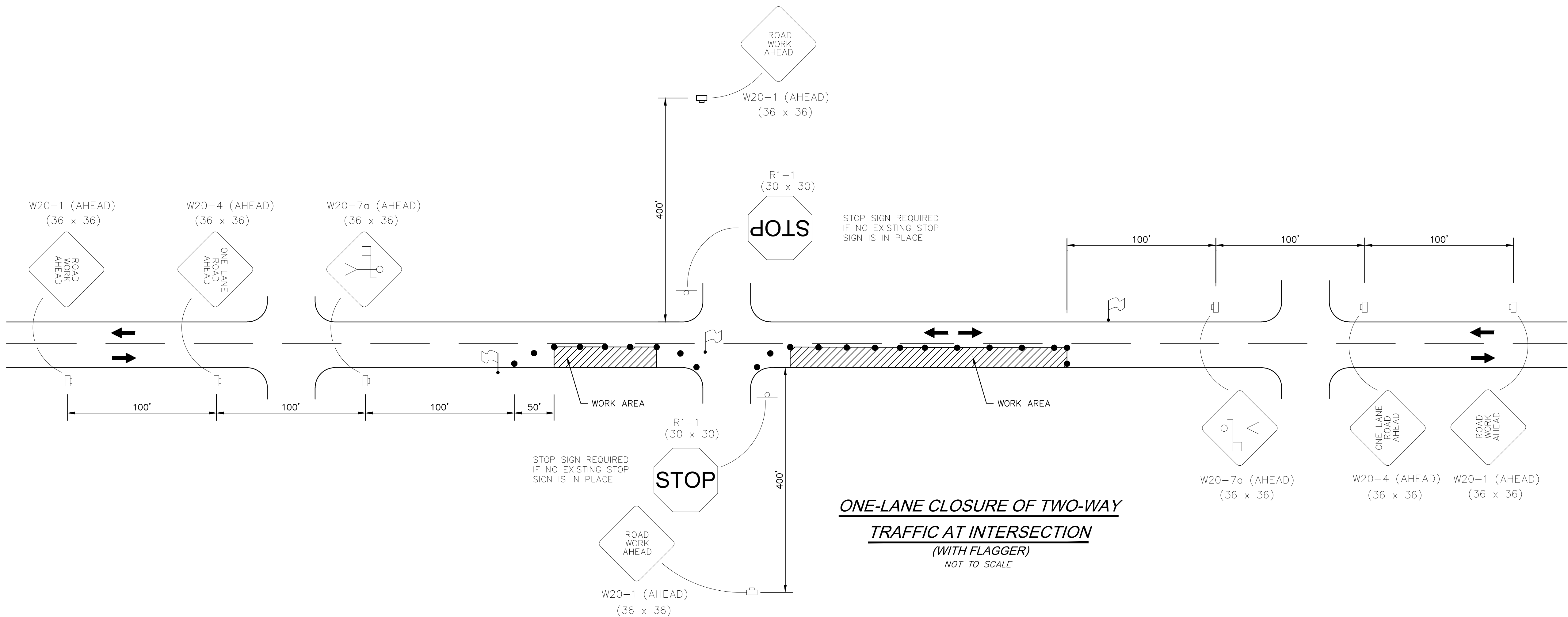
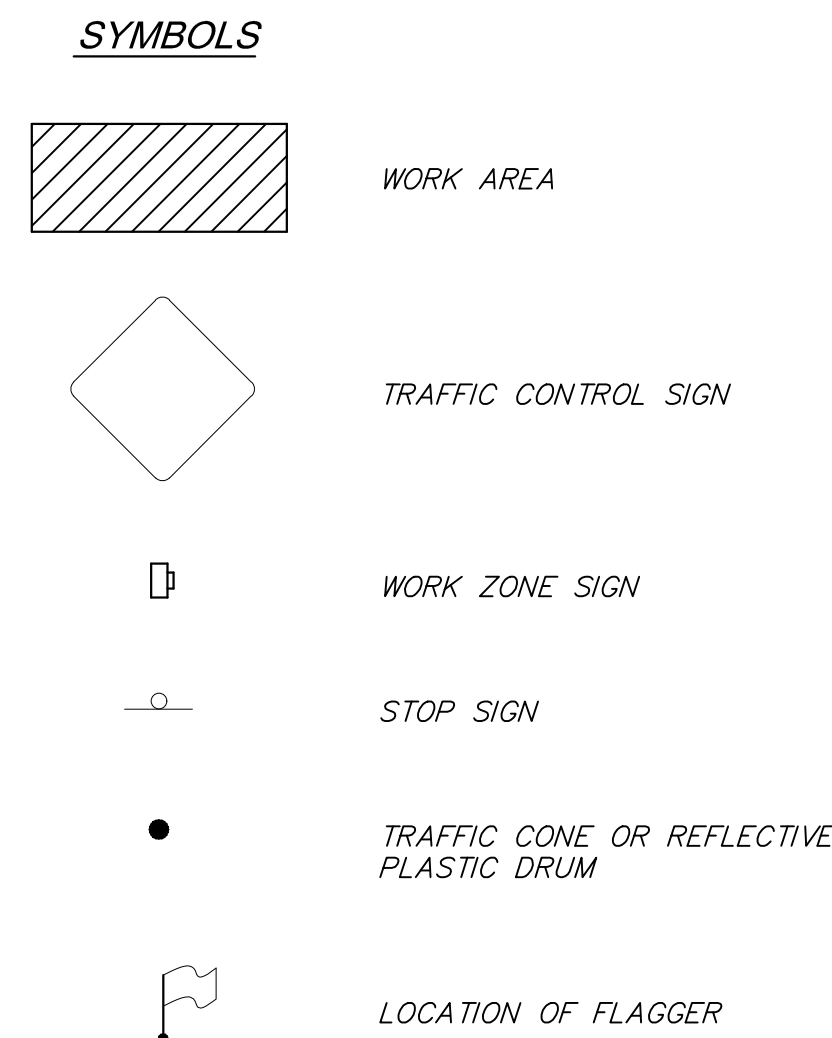
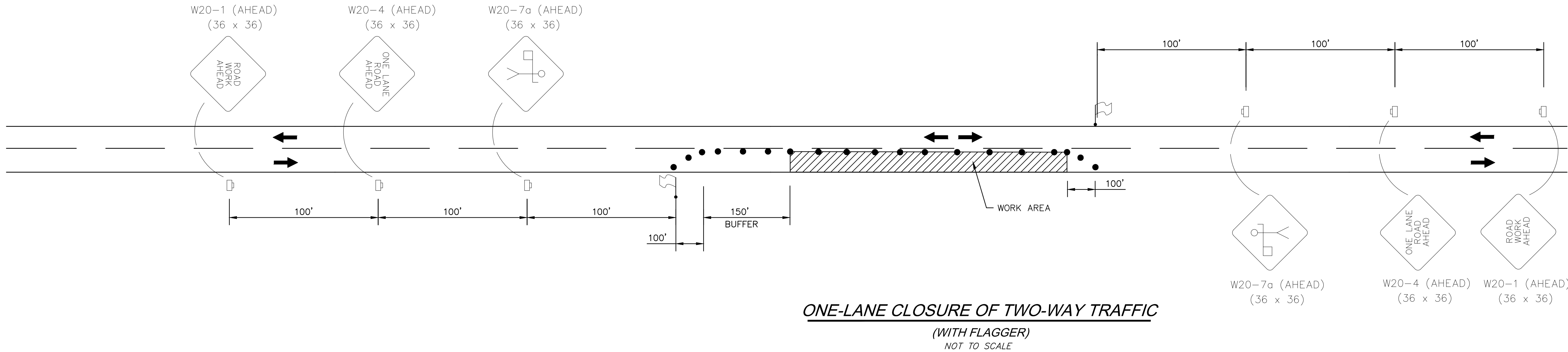
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				SURVEYED BY: CLEARPOINT ENGINEERS	
				DSGN: GPC	DATE: 01/2023
				DRWN: GPC	DATE: 01/2023
				CHKD:	DATE:
				QA/QC:	DATE:

16TH AVENUE AND CONCERT STREET
IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



TRAFFIC CONTROL PLAN TRAFFIC CIRCLE INTERSECTION OF 11TH AVE & CONCERT STREET	
WORKING NUMBER: TCP-5	DRAWING NUMBER: 38



- GENERAL NOTES:**
- CONTRACTOR SHALL SET UP ALL TRAFFIC CONTROL DEVICES AND SIGNS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK.
 - WORK OPERATIONS SHALL BE CONFINED TO ONE TRAVEL LANE, LEAVING THE OPPOSING TRAVEL LANE OPEN TO TRAFFIC.
 - ALL VEHICLES, EQUIPMENT, WORKERS (EXCEPT FLAGGERS) AND THEIR ACTIVITIES ARE RESTRICTED AT ALL TIMES TO ONE SIDE OF THE ROADWAY.
 - FLAGGERS SHALL BE IN SIGHT OF EACH OTHER OR IN DIRECT COMMUNICATION AT ALL TIMES.
 - THE CONTRACTOR SHALL PROVIDE ACCESS (INGRESS AND EGRESS) TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR IS REQUIRED TO NOTIFY BUSINESSES AND HOMEOWNERS 48 HOURS IN ADVANCE OF ACCESS RESTRICTIONS.
 - CHANNELIZING DEVICES SHALL BE A MINIMUM HEIGHT OF 24".
 - DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 36" X 36".
 - SPACING OF CHANNELIZING DEVICES ALONG LANE LINE AND WORK ZONE TO BE EQUAL TO THE POSTED SPEED (M.P.H.) X 1 IN FEET. (EXAMPLE 35 M.P.H. X 1 = 35')
 - WHEN THERE IS NO EXISTING HAZARD OR AT THE END OF THE WORK DAY, ALL SIGNS SHALL BE COVERED OR REMOVED AND ALL CHANNELIZING DEVICES SHALL BE MOVED TO THE SHOULDER EDGE.
 - WHEN THE WORK ZONE IS STATIONARY, THE W20-7a SIGN SHOULD BE PLACED 200 FEET IN ADVANCE OF THE FLAGGER AND SHOULD INDICATE 200' AS THE DISTANCE.
 - ARROWS DENOTE DIRECTION OF TRAFFIC ONLY AND DO NOT REFLECT PAVEMENT MARKINGS.
 - ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT.
 - DISTANCES BETWEEN SIGNS ARE APPROXIMATE. SIGN SPACING SHOULD BE ADJUSTED FOR CURVES, HILLS, INTERSECTIONS, DRIVEWAYS, ETC., TO IMPROVE VISIBILITY.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THROUGH AND LOCAL TRAFFIC IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).

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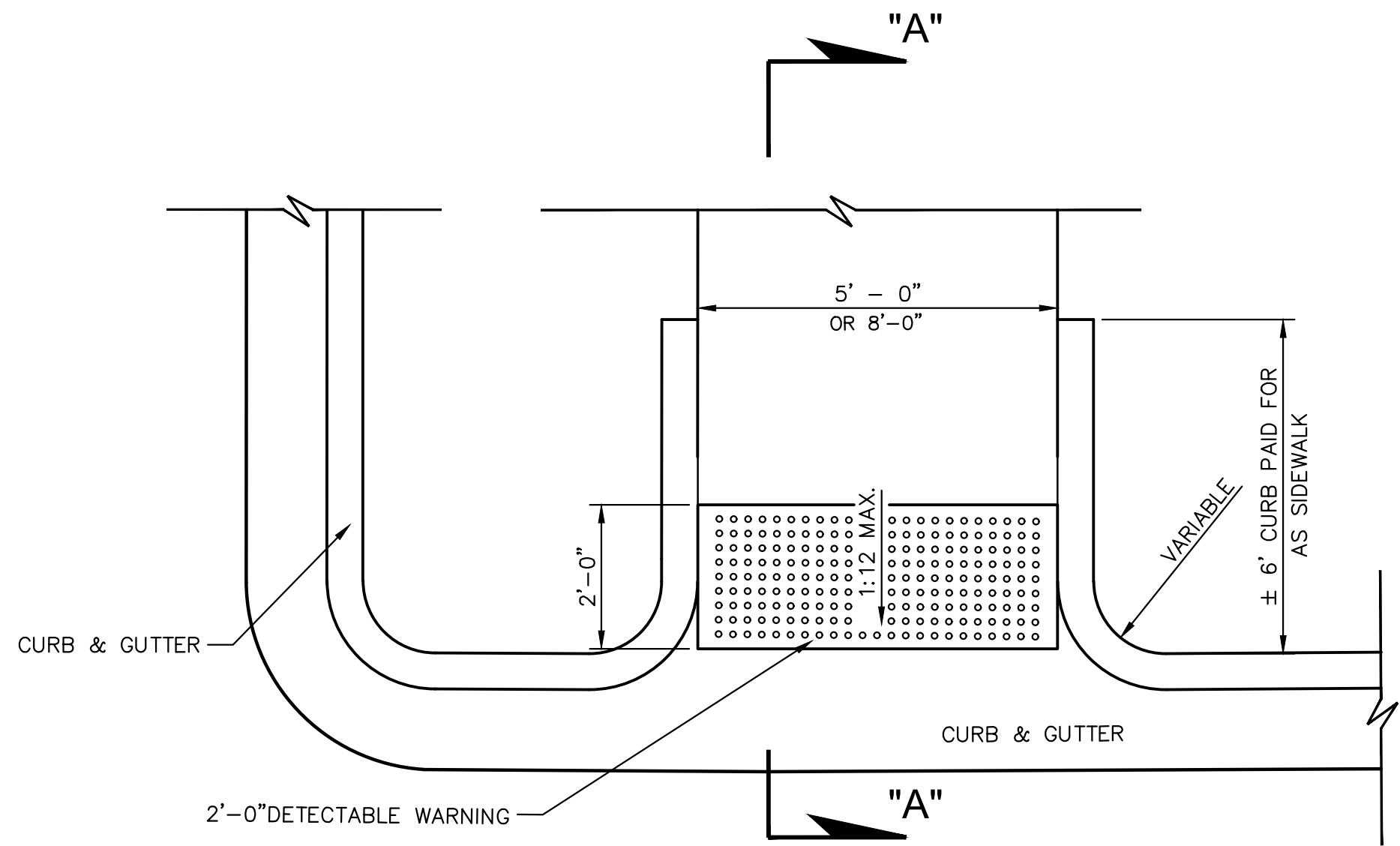
16TH AVENUE AND CONCERT STREET
IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



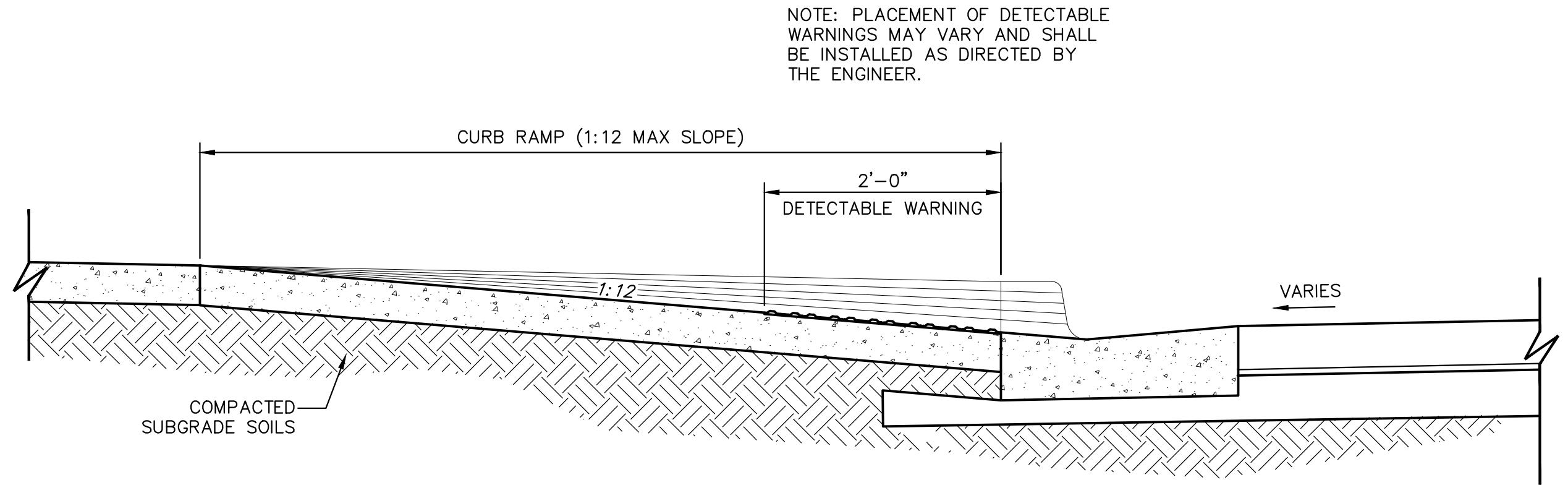
TRAFFIC CONTROL DETAILS -
ONE LANE CLOSURE (2 LANE
ROAD)

WORKING NUMBER: TCP-6	DRAWING NUMBER: 39
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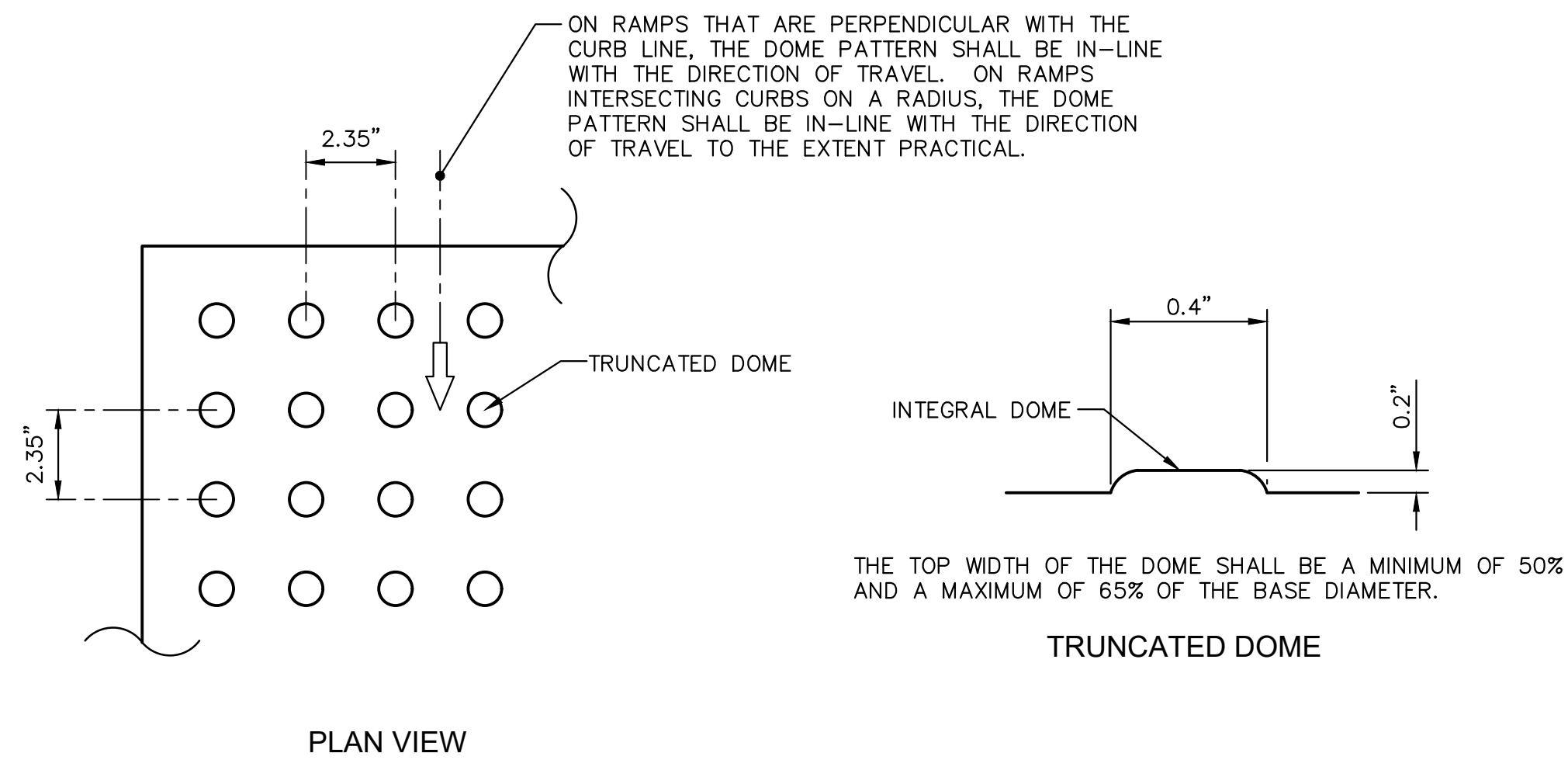


TYPICAL CURB-RETURN
HANDICAP RAMP DETAIL
NOT TO SCALE

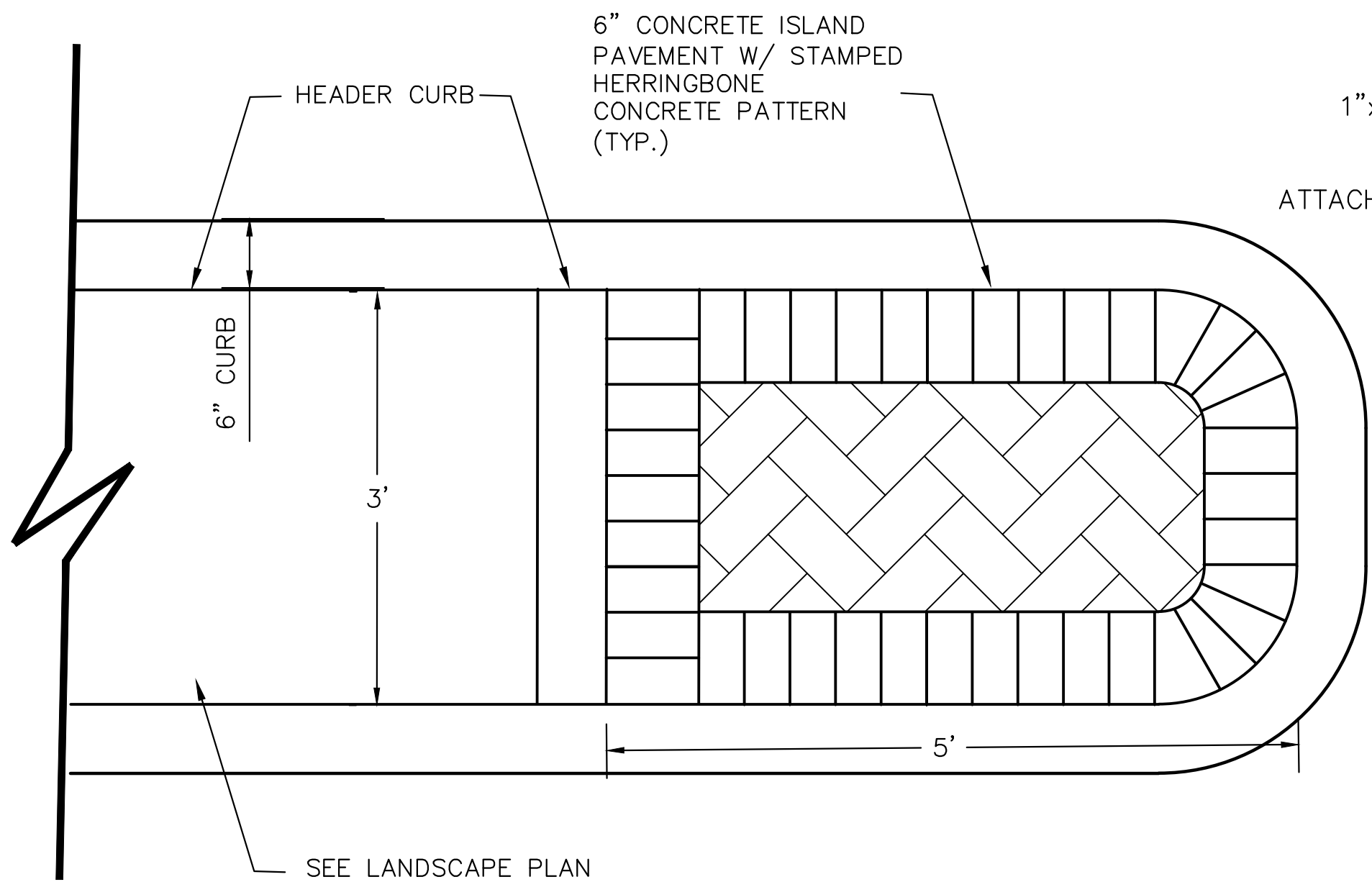
- NOTES:
1. LOCATION AND TYPE OF CURB RAMP SHALL BE AS SHOWN ON THE PLANS OR AS DIRECTED.
 2. THE CURB RAMP SHALL BE PAID AS SIDEWALK.
 3. ALL RAMP SLOPES SHALL NOT BE STEEPER THAN 12:1
 4. DETECTABLE WARNINGS ARE REQ'D AT ALL STREET CROSSINGS.
 5. TRUNCATED DOMES SHALL BE ALIGNED ON A SQUARE GRID IN THE PREDOMINATE DIRECTION OF TRAVEL ON THE RAMP TO ALLOW WHEELS TO ROLL BETWEEN DOMES.



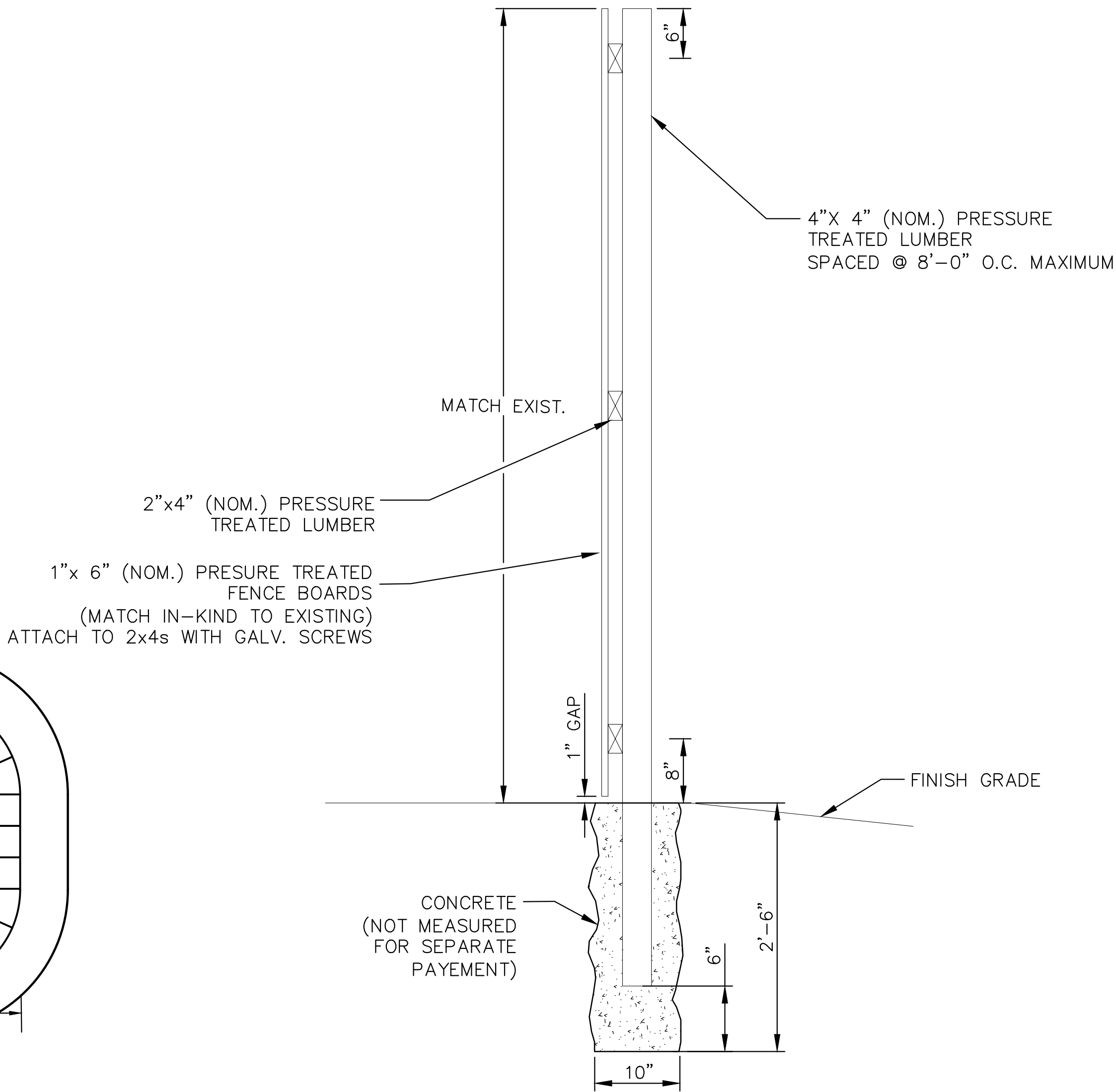
SECTION "A-A"
N.T.S.



CURB RAMP DETECTABLE WARNING DETAIL
N.T.S.



ADDITIVE ALTERNATE NUMBER 1
TYPICAL LANDSCAPE MEDIAN - 14TH AVENUE
NOT TO SCALE



WOOD FENCE SECTION DETAIL (TYP.)
NOT TO SCALE

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16TH AVENUE AND CONCERT STREET
IMPROVEMENTS

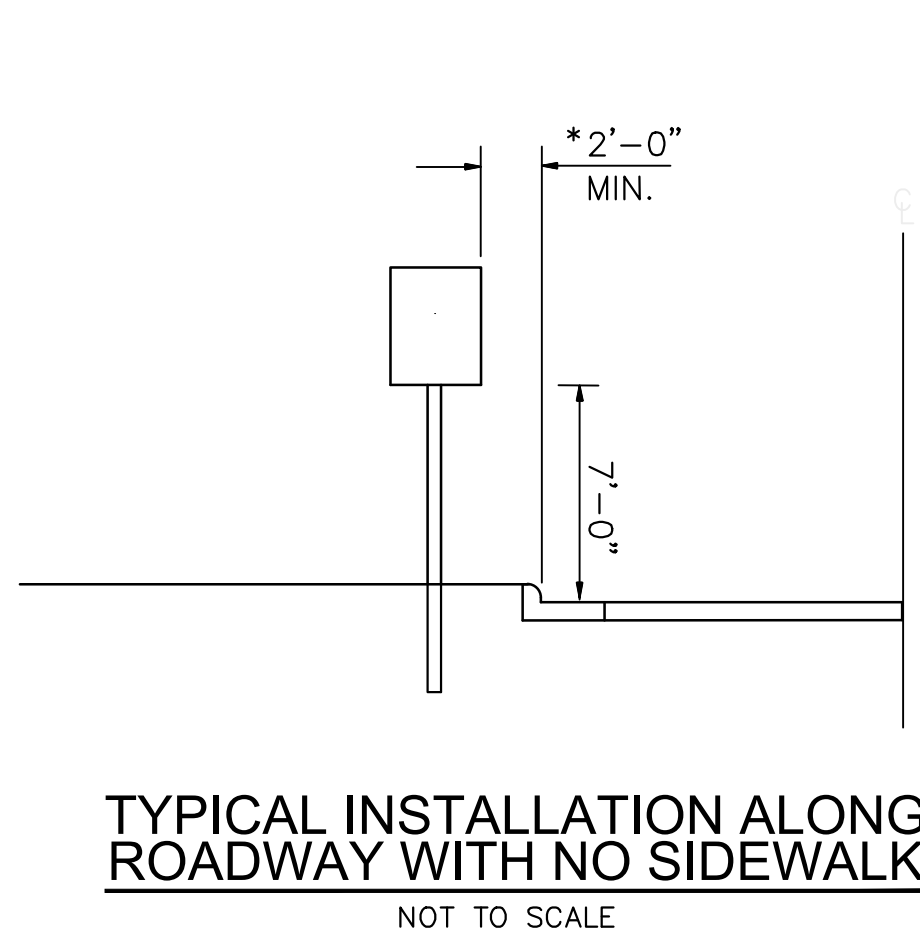
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

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CONSTRUCTION
DETAILS

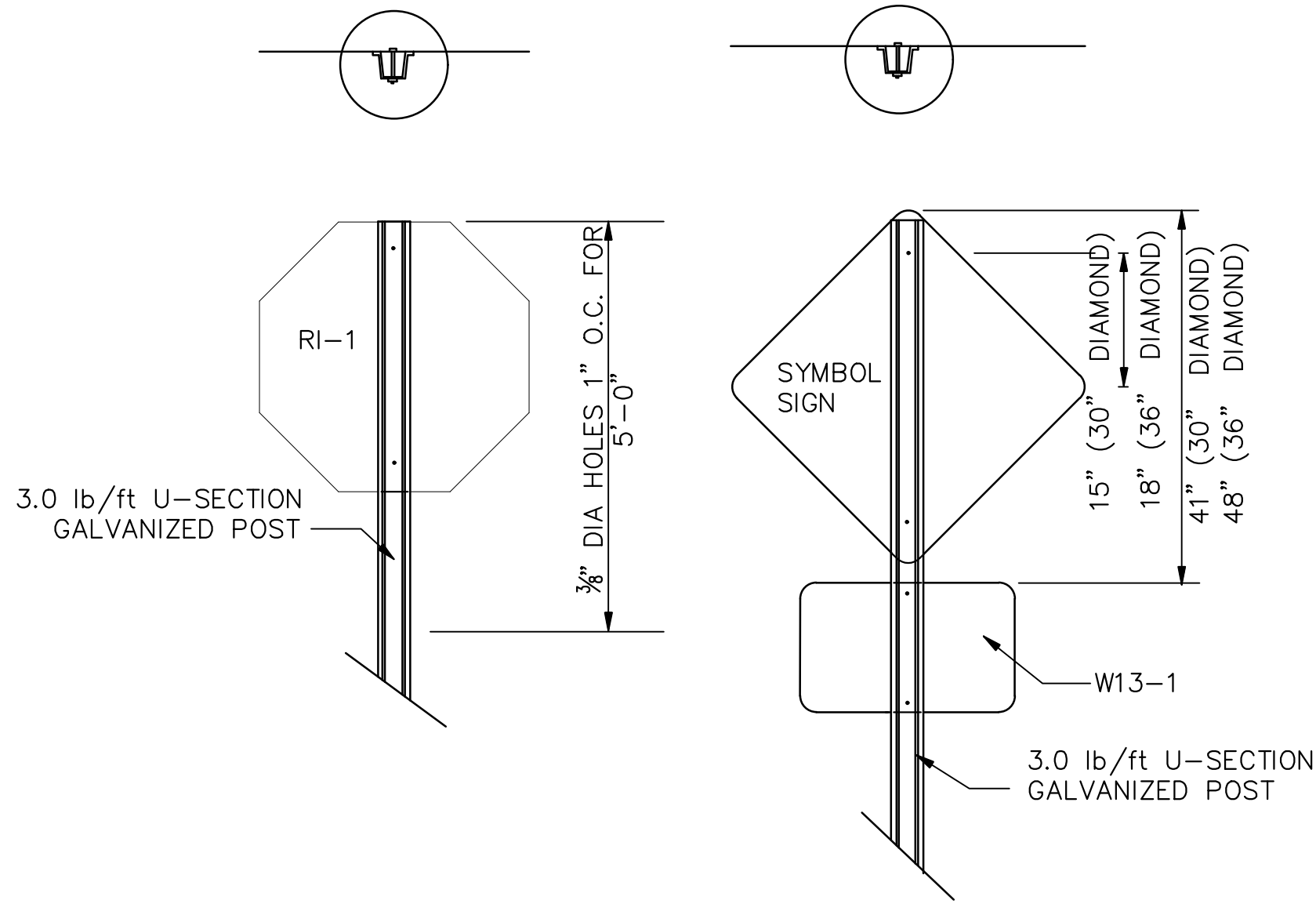
WORKING NUMBER:
DET-1

DRAWING NUMBER:
40

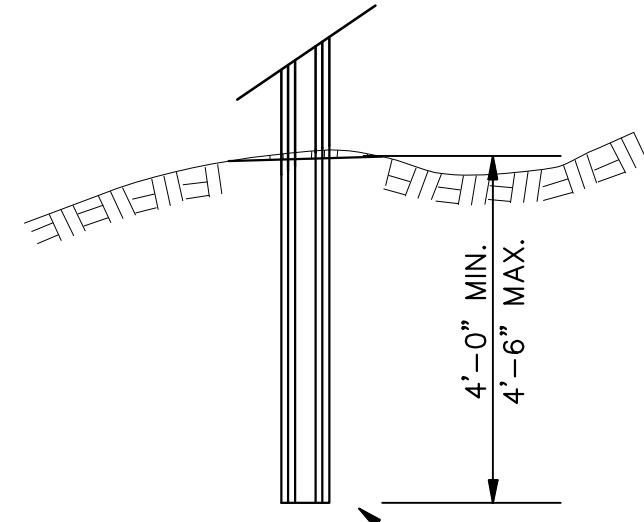


TYPICAL INSTALLATION ALONG
ROADWAY WITH NO SIDEWALK

NOT TO SCALE

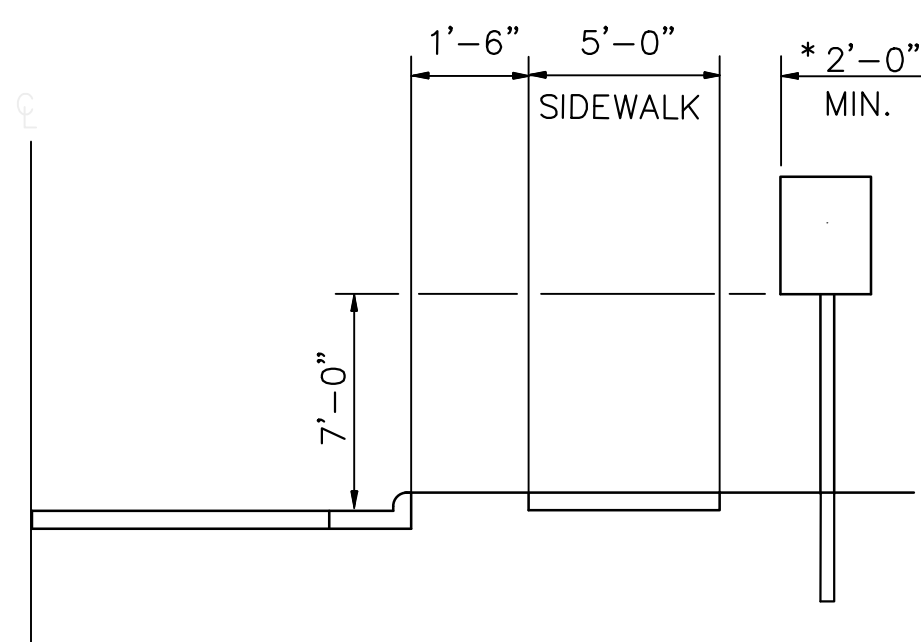


TYPICAL ASSEMBLY OF
"FLAT TOPPED" REGULATORY
OR WARNING SIGN MOUNTED ON
A SINGLE U-SECTION POST



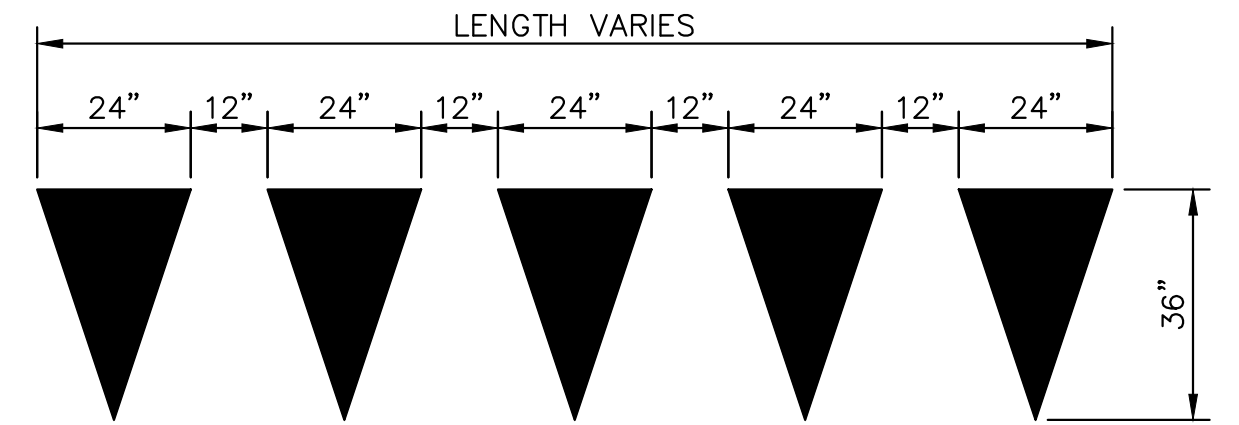
FOOTING DETAIL FOR
U-SECTION POSTS

NOT TO SCALE



TYPICAL INSTALLATION ALONG
ROADWAY WITH SIDEWALK

NOT TO SCALE



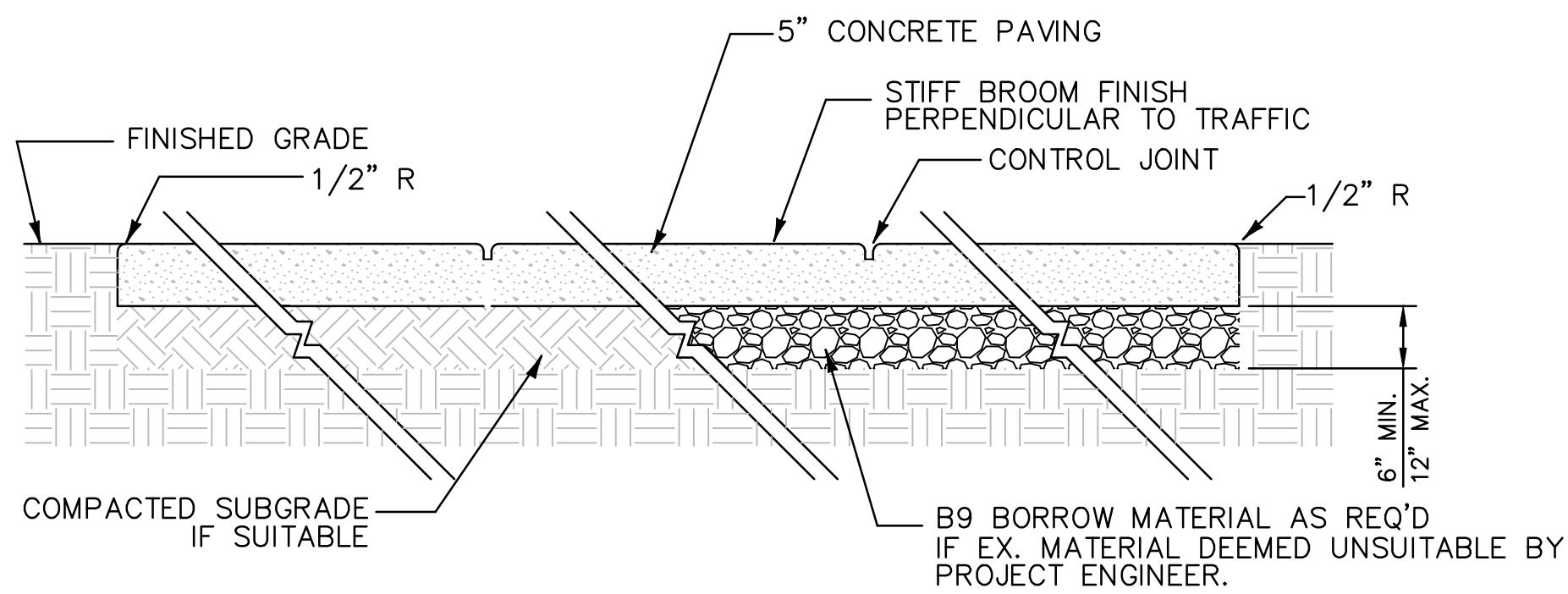
YIELD LINE PAVEMENT MARKINGS
(THERMOPLASTIC) SHALL BE PAID FOR AS
LEGEND (WHITE) PER SQUARE FOOT

DETAIL - YIELD LINE PAVEMENT MARKING

NOT TO SCALE

NOTE: * THE 2'-0" MINIMUM OFFSET APPLIES ONLY TO STANDARD SIGNS MOUNTED ON U-SECTION POSTS. ALL STANDARD SIGNS MOUNTED ON PIPE WILL BE OFFSET A MINIMUM OF 4'-0".

PATHWAY WIDTH	CONTROL JOINT SPACING	EXPANSION JOINT SPACING
5'	5'	40'
8'	8'	40'

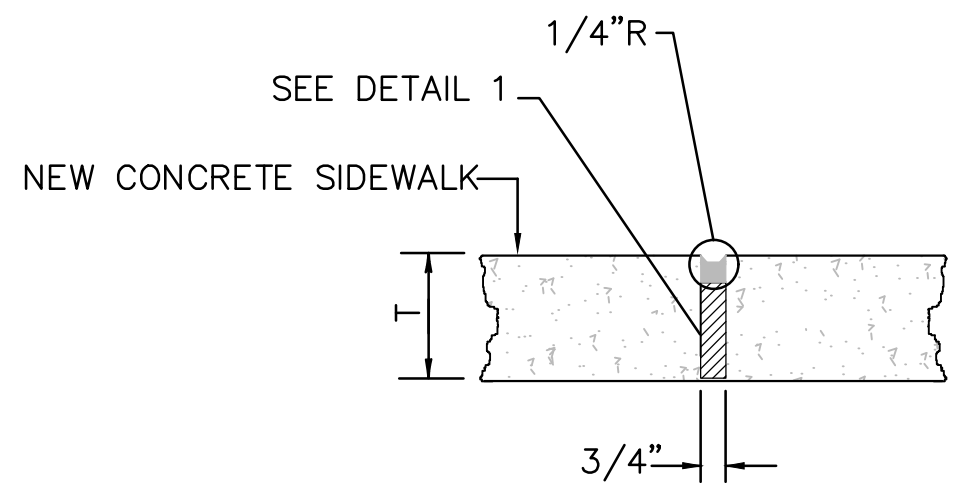


NOTES:

- EXPANSION JOINT CONFORMING TO ASTM D1751. TOP OF JOINT SHALL BE SEALED WITH TAR MODIFIED URETHANE SEALANT. PLACE EXPANSION JOINT AS INDICATED.
- HAND TOOLED CONTROL JOINTS W/ 1/2" RADIUS SPACED AS SHOWN ABOVE.
- ALL SUBGRADE SOILS FOR SIDEWALK SHALL BE COMPACTED

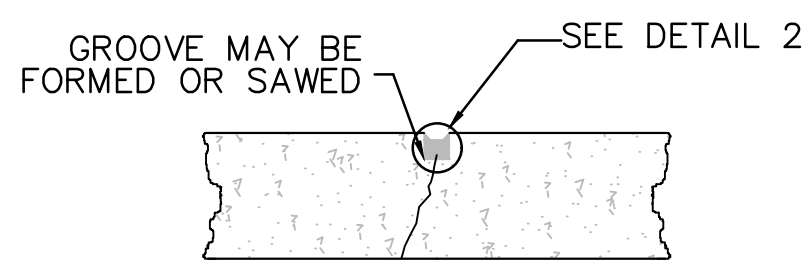
TYPICAL CONCRETE PAVING DETAIL

NOT TO SCALE



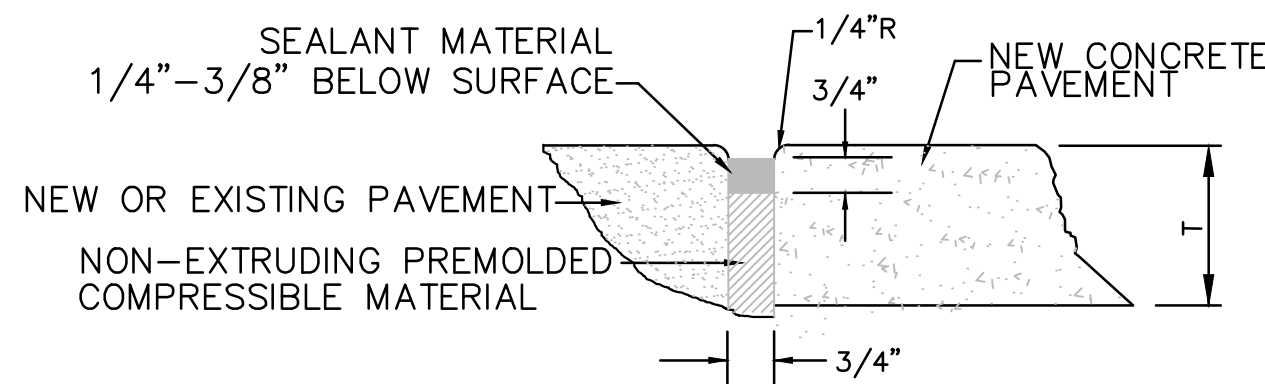
TYPE "B" - EXPANSION JOINT

NOT TO SCALE



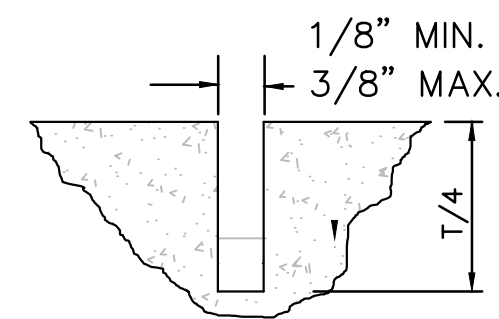
TYPE "A" - CONTROL JOINT

NOT TO SCALE



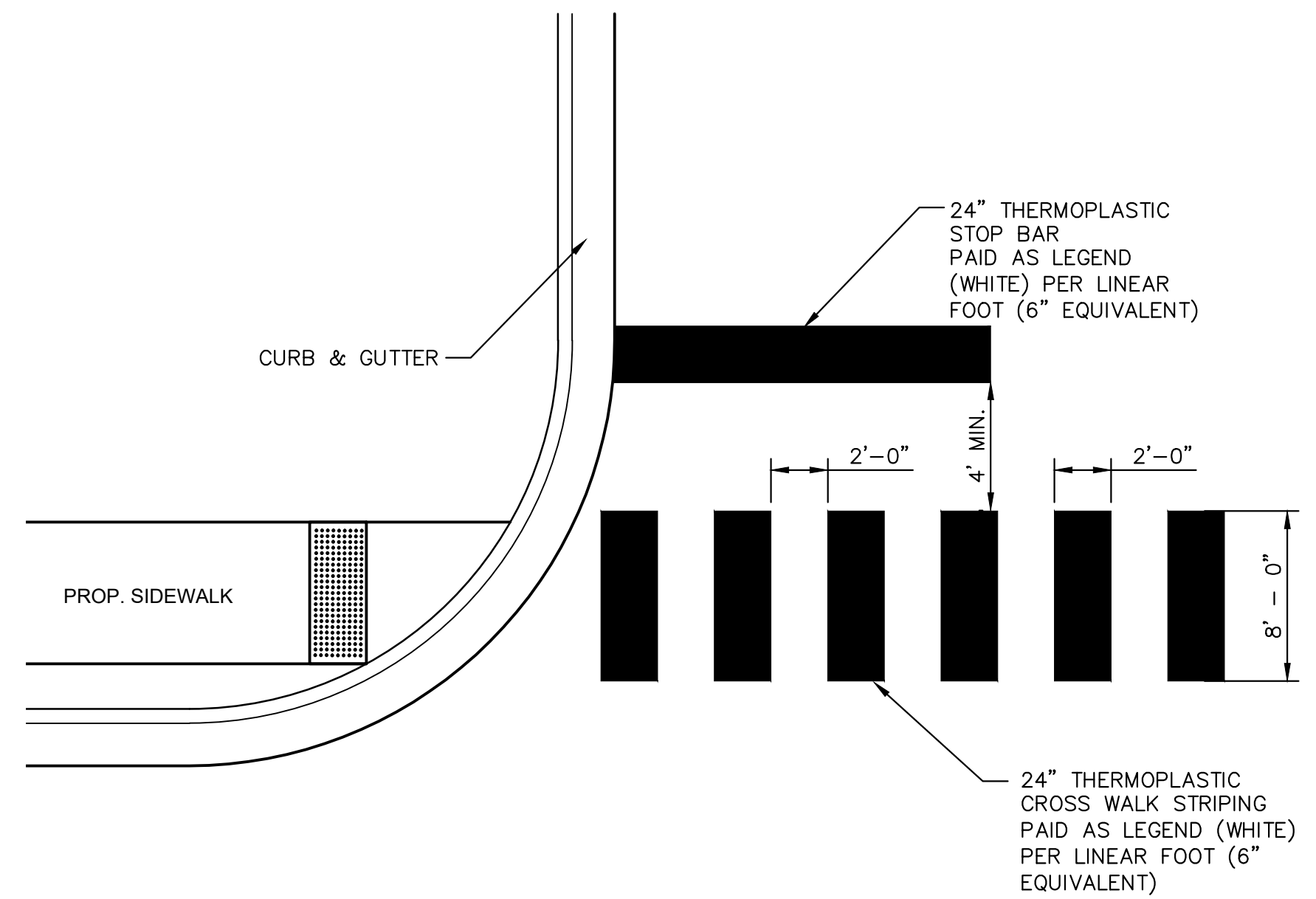
DETAIL 1 - EXPANSION JOINTS

NOT TO SCALE



DETAIL 2 - CONTROL JOINT

NOT TO SCALE



TYPICAL CROSSWALK STRIPING

NOT TO SCALE

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16TH AVENUE AND CONCERT STREET
IMPROVEMENTS

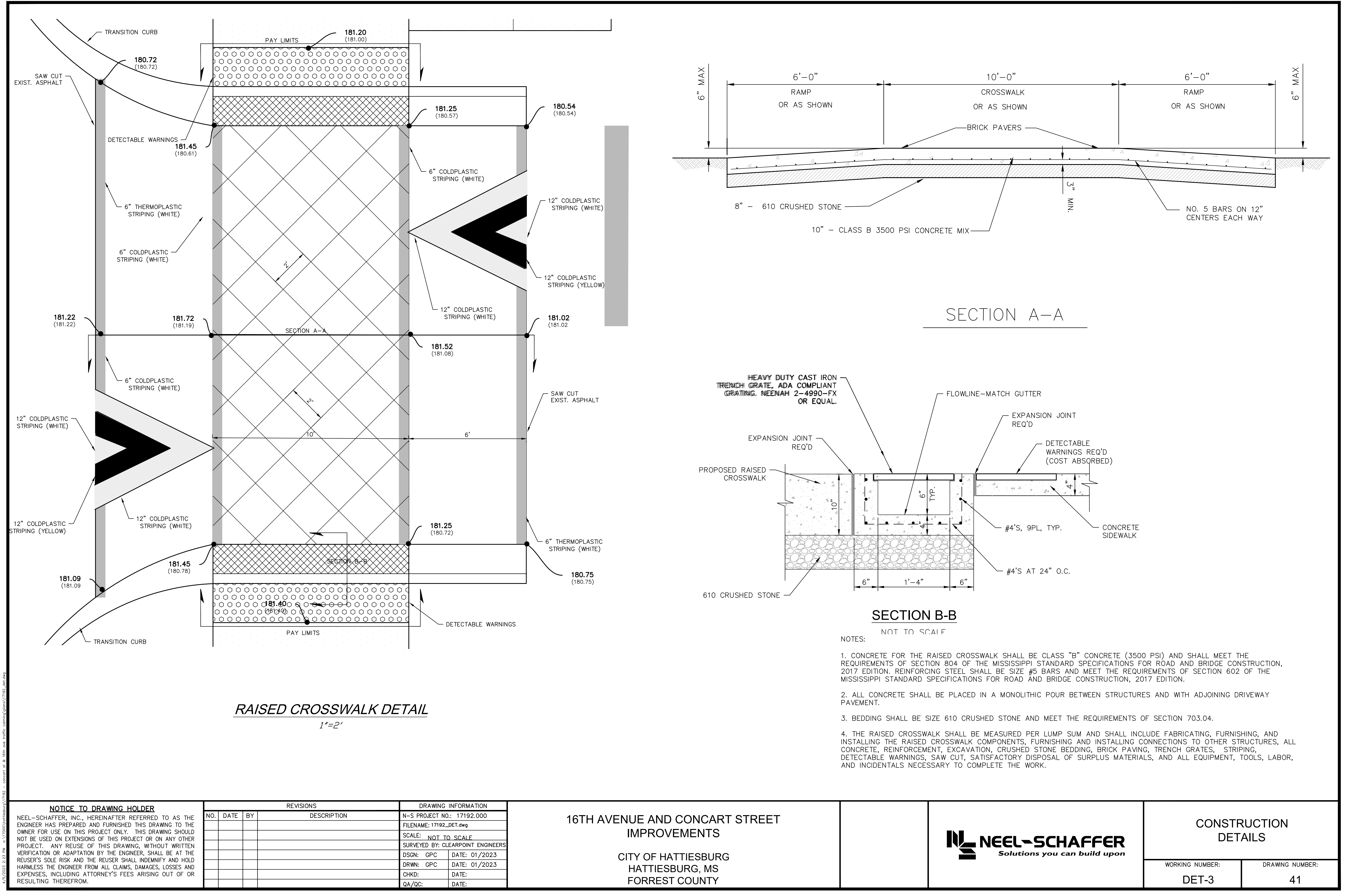
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

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CONSTRUCTION
DETAILS

WORKING NUMBER:
DET-2

DRAWING NUMBER:
41



RAISED CROSSWALK DETAIL
1"=2'

- NOTES:
1. CONCRETE FOR THE RAISED CROSSWALK SHALL BE CLASS "B" CONCRETE (3500 PSI) AND SHALL MEET THE REQUIREMENTS OF SECTION 804 OF THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2017 EDITION. REINFORCING STEEL SHALL BE SIZE #5 BARS AND MEET THE REQUIREMENTS OF SECTION 602 OF THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2017 EDITION.
 2. ALL CONCRETE SHALL BE PLACED IN A MONOLITHIC POUR BETWEEN STRUCTURES AND WITH ADJOINING DRIVEWAY PAVEMENT.
 3. BEDDING SHALL BE SIZE 610 CRUSHED STONE AND MEET THE REQUIREMENTS OF SECTION 703.04.
 4. THE RAISED CROSSWALK SHALL BE MEASURED PER LUMP SUM AND SHALL INCLUDE FABRICATING, FURNISHING, AND INSTALLING THE RAISED CROSSWALK COMPONENTS, FURNISHING AND INSTALLING CONNECTIONS TO OTHER STRUCTURES, ALL CONCRETE, REINFORCEMENT, EXCAVATION, CRUSHED STONE BEDDING, BRICK PAVING, TRENCH GRATES, STRIPING, DETECTABLE WARNINGS, SAW CUT, SATISFACTORY DISPOSAL OF SURPLUS MATERIALS, AND ALL EQUIPMENT, TOOLS, LABOR, AND INCIDENTALS NECESSARY TO COMPLETE THE WORK.

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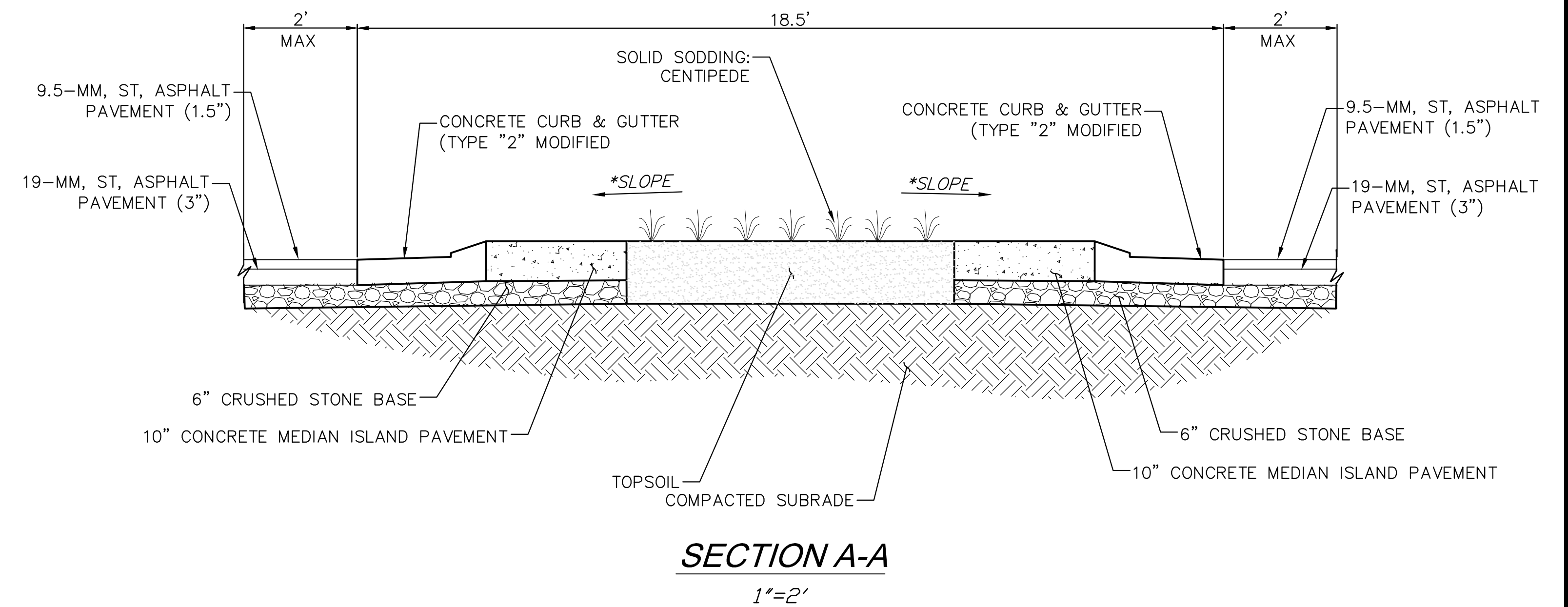
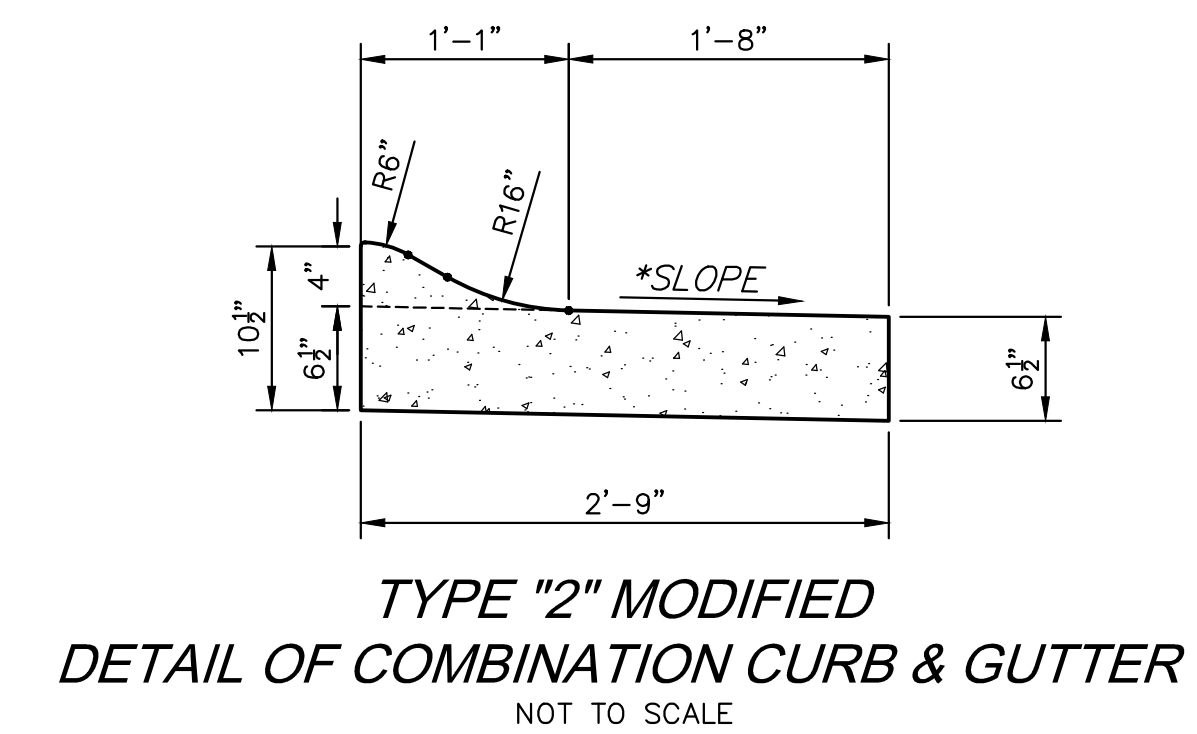
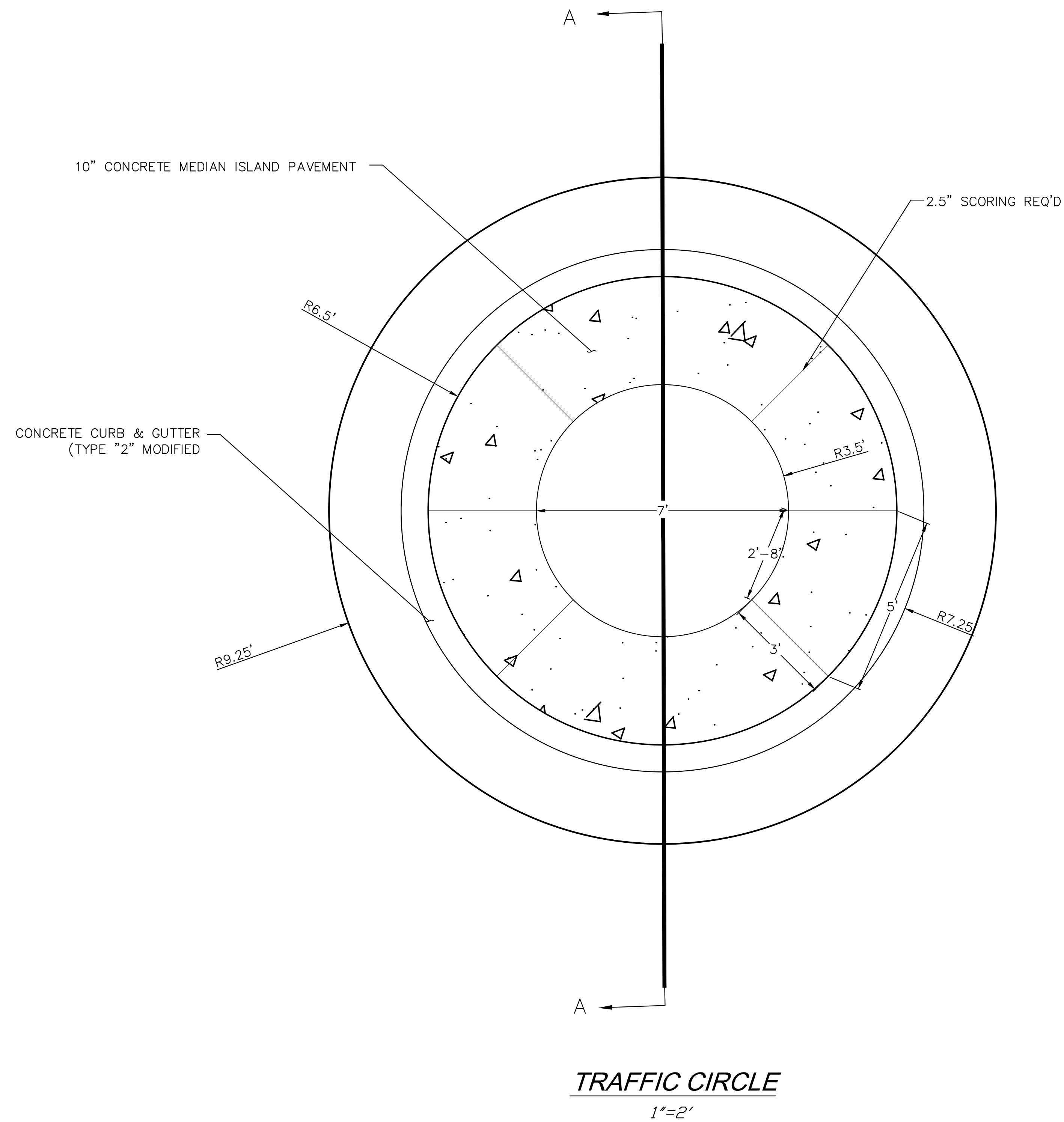
16TH AVENUE AND CONCERT STREET
IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



CONSTRUCTION
DETAILS

WORKING NUMBER:	DRAWING NUMBER:
DET-3	41



ADDITIVE ALTERNATIVE NUMBER 2

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16TH AVENUE AND CONCERT STREET
IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

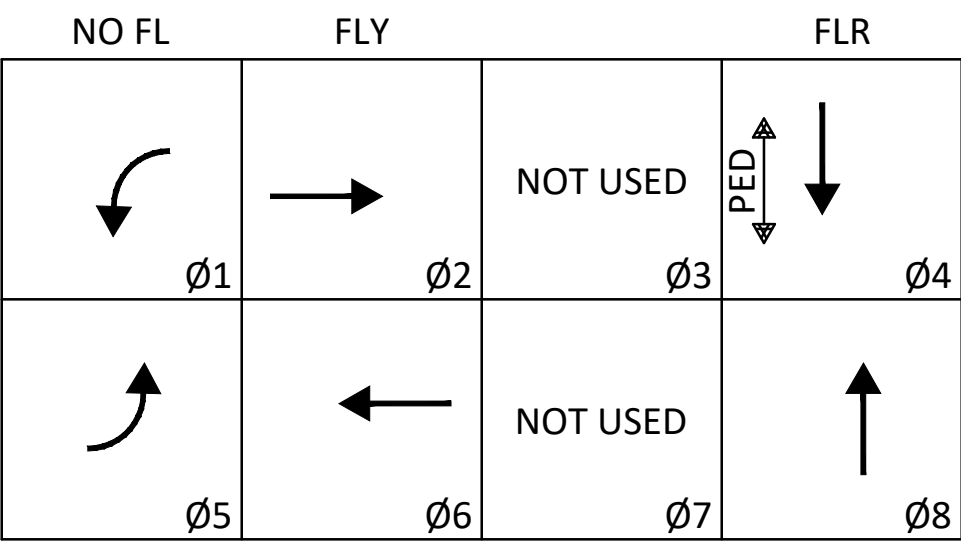


CONSTRUCTION
DETAILS

WORKING NUMBER:
DET-4

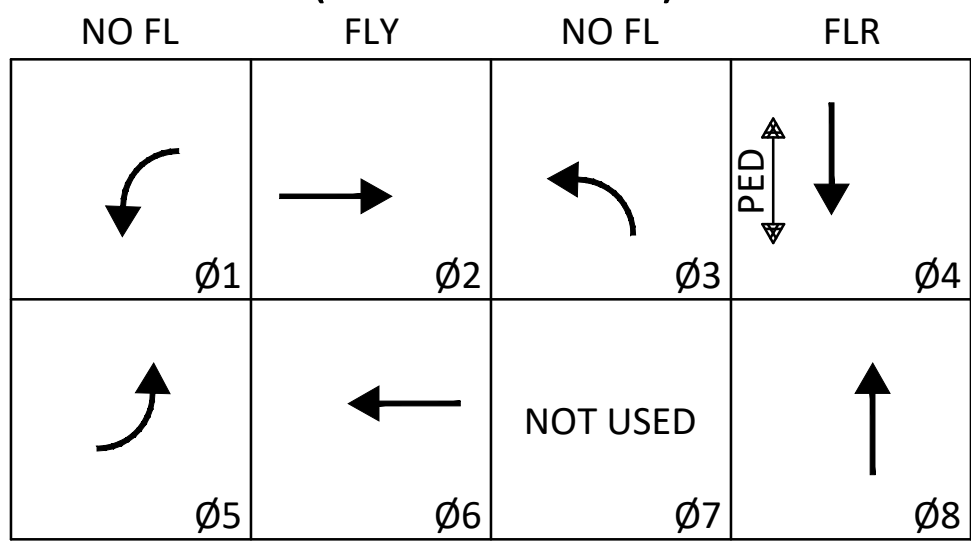
DRAWING NUMBER:
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EXISTING SIGNAL PHASING DIAGRAM



VOLUME/DENSITY TIMING, MINIMUM RECALL - Ø2 & Ø6
EMERGENCY VEHICLE PREEMPT :
CH. 1 - Ø1 + Ø6, CH. 2 - Ø2 + Ø5,
CH. 3 - Ø8, CH. 4 - Ø4

PROPOSED SIGNAL PHASING DIAGRAM
(ADD PHASE 3)



VOLUME/DENSITY TIMING, MINIMUM RECALL - Ø2 & Ø6
EMERGENCY VEHICLE PREEMPT :
CH. 1 - Ø1 + Ø6, CH. 2 - Ø2 + Ø5,
CH. 3 - Ø3 + Ø8, CH. 4 - Ø4

CONTRACTOR SHALL VERIFY PHASING PRIOR TO MAKING ANY MODIFICATIONS.

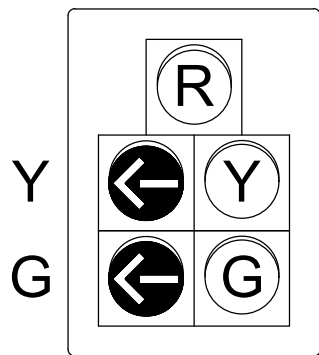
DETECTION ASSIGNMENT SUMMARY

ZONE	DETECTOR	ZONE LOCATION
3	VD8	VIDEO STOP BAR
8	VD8	VIDEO STOP BAR

VIDEO STOP BAR DETECTION ZONE AND PHASE NUMBER
FOR DETECTOR VD8, ADD ZONE FOR NEW PHASE 3- LEFT TURN LANE;
ADJUST ZONE 8 IF NEEDED
ALL OTHER DETECTION ZONES SHALL REMAIN AS THEY ARE

SIGNAL HEADS

12" LENSES W BACKPLATES
TYPE 7

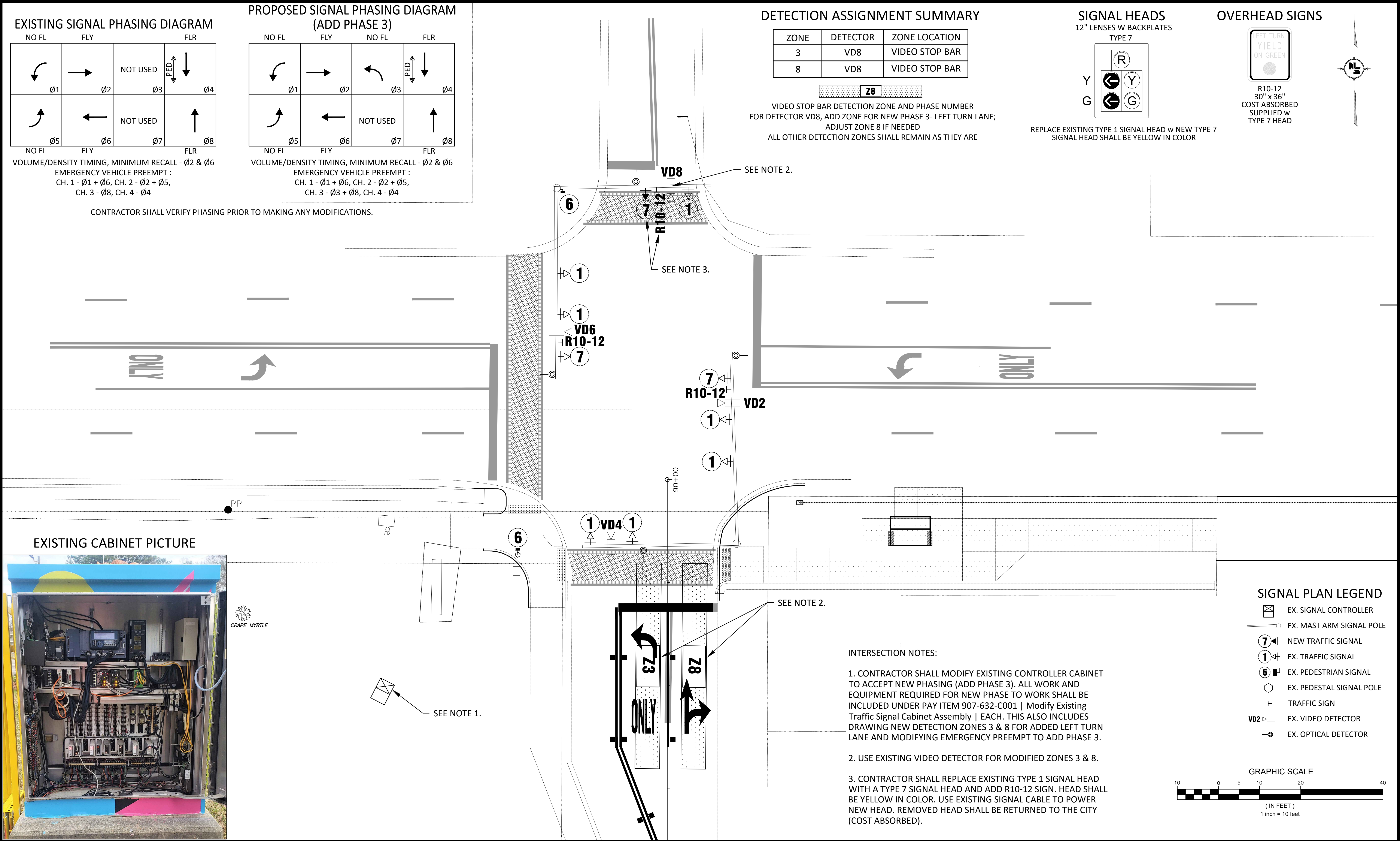
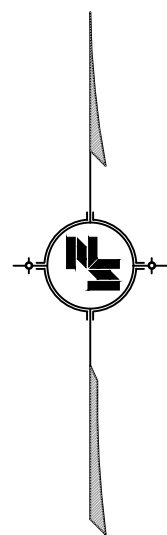


REPLACE EXISTING TYPE 1 SIGNAL HEAD W NEW TYPE 7
SIGNAL HEAD SHALL BE YELLOW IN COLOR

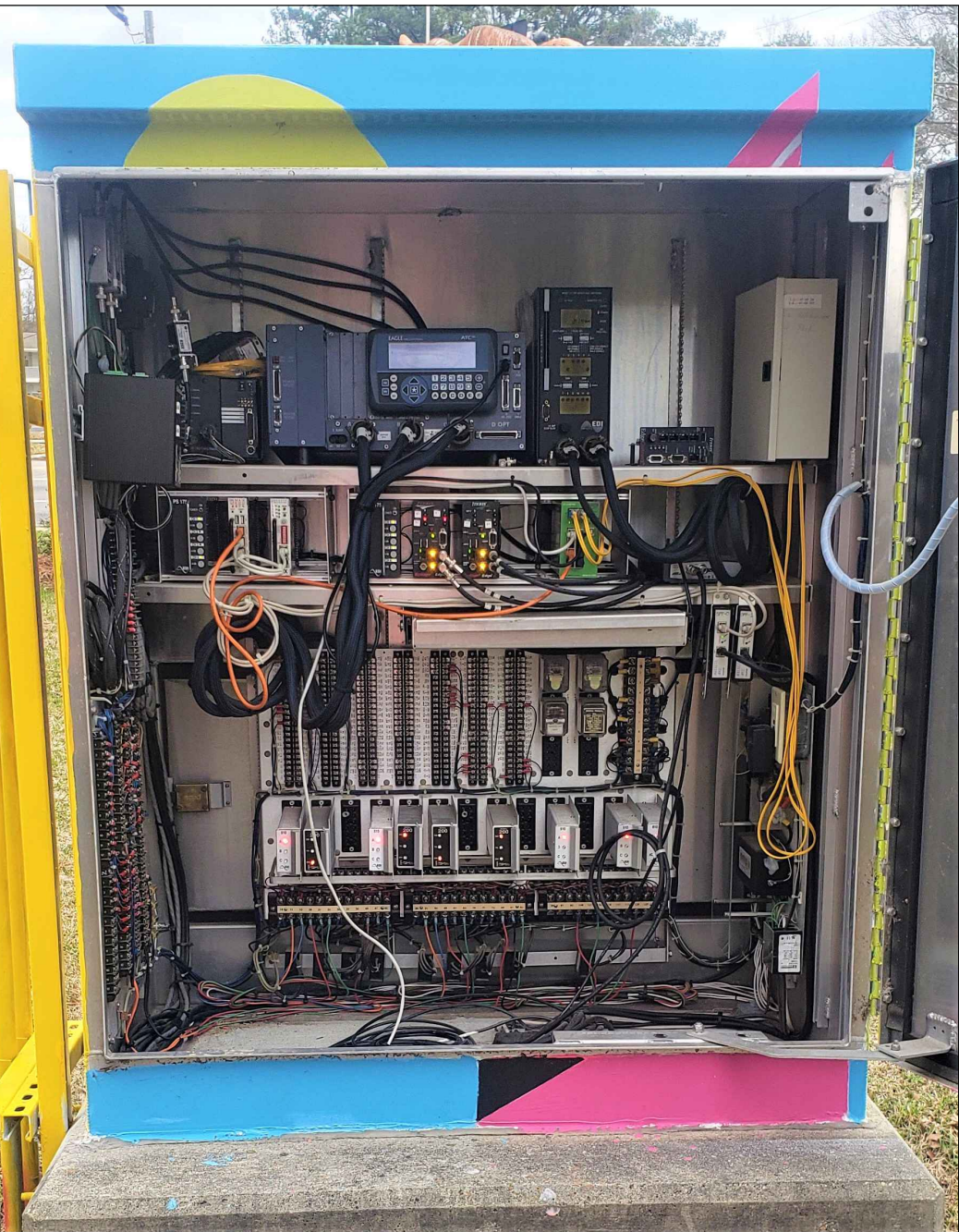
OVERHEAD SIGNS



R10-12
30" x 36"
COST ABSORBED
SUPPLIED W
TYPE 7 HEAD



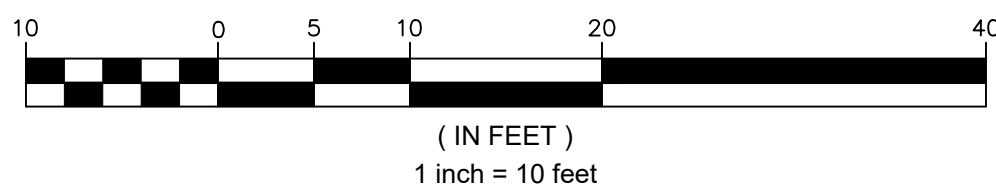
EXISTING CABINET PICTURE



SIGNAL PLAN LEGEND

- EX. SIGNAL CONTROLLER
- EX. MAST ARM SIGNAL POLE
- NEW TRAFFIC SIGNAL
- EX. TRAFFIC SIGNAL
- EX. PEDESTRIAN SIGNAL
- EX. PEDESTAL SIGNAL POLE
- TRAFFIC SIGN
- EX. VIDEO DETECTOR
- EX. OPTICAL DETECTOR

GRAPHIC SCALE



INTERSECTION NOTES:

- CONTRACTOR SHALL MODIFY EXISTING CONTROLLER CABINET TO ACCEPT NEW PHASING (ADD PHASE 3). ALL WORK AND EQUIPMENT REQUIRED FOR NEW PHASE TO WORK SHALL BE INCLUDED UNDER PAY ITEM 907-632-C001 | Modify Existing Traffic Signal Cabinet Assembly | EACH. THIS ALSO INCLUDES DRAWING NEW DETECTION ZONES 3 & 8 FOR ADDED LEFT TURN LANE AND MODIFYING EMERGENCY PREEMPT TO ADD PHASE 3.
- USE EXISTING VIDEO DETECTOR FOR MODIFIED ZONES 3 & 8.
- CONTRACTOR SHALL REPLACE EXISTING TYPE 1 SIGNAL HEAD WITH A TYPE 7 SIGNAL HEAD AND ADD R10-12 SIGN. HEAD SHALL BE YELLOW IN COLOR. USE EXISTING SIGNAL CABLE TO POWER NEW HEAD. REMOVED HEAD SHALL BE RETURNED TO THE CITY (COST ABSORBED).

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16TH AVENUE AND CONCAR STREET
IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



TRAFFIC SIGNAL
MODIFICATIONS
HARDY STREET AT
17TH AVENUE

WORKING NUMBER:
TSI-1

DRAWING NUMBER:
2001

TRAFFIC SIGNAL GENERAL NOTES

1. POLES, SIGNAL HEADS, EQUIPMENT BOXES, PULLBOXES AND CONDUIT LOCATIONS MAY BE VARIED SLIGHTLY TO FIT FIELD CONDITIONS AS DIRECTED BY THE PROJECT ENGINEER. HOWEVER, SIGNAL HEAD OR POLE LOCATIONS SHALL BE WITHIN REQUIREMENTS OUTLINED IN THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND HIGHWAY DESIGN AND OPERATIONAL PRACTICES RELATED TO HIGHWAY SAFETY.
2. THE CONTRACTOR SHALL PROVIDE MAST ARM POLE DESIGN CERTIFICATION AND CALCULATIONS AS OUTLINED IN SECTION 722.02 OF STANDARD SPECIFICATIONS. DESIGN STANDARD FOR MAST ARMS POLES SHALL BE 2013 AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS. USE FATIGUE CATEGORY II, USE 50 YEAR DESIGN SERVICE LIFE AND DO NOT CONSIDER GALLOPING OR TRUCK-INDUCED GUSTS. WIND AND ICE LOADS VARIABLE BASED UPON MAPS IN THE 2013 AASHTO SPECIFICATION. USE UPSWEPT MAST ARMS UNLESS OTHERWISE NOTED ON PLANS. SEE TSD 3.
3. DETERMINATION OF REQUIRED SIZES, LENGTHS AND GAUGES OF TYPE I - XI STEEL POLES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR IN ACCORDANCE WITH THE PLANS AND SECTION 722.02 OF THE STANDARD SPECIFICATIONS, UNLESS OTHERWISE SPECIFIED IN PLANS OR SPECIFICATIONS.
4. TRAFFIC SIGNAL MAST ARM POLES SHALL BE HOT DIPPED GALVANIZED WITH FINISH APPROVED BY THE PROJECT ENGINEER.
5. TRAFFIC SIGNAL MAST ARM POLES REQUIRING LUMINAIRES ARE DESIGNATED BY (L). ALL LUMINAIRES SHALL BE LED UNLESS OTHERWISE NOTED ON PLANS.
6. STAINLESS STEEL TAG ATTACHED TO THE POLE SHAFT USING 3/16 INCH STAINLESS STEEL POP RIVETS WITH PROPERTIES AND INFORMATION AS FOLLOWS:
- MINIMUM 1/16 INCH THICKNESS
- MINIMUM 1/4 INCH STAMPED LEGEND WITH FOLLOWING INFORMATION:
-- MANUFACTURER NAME
-- MONTH / YEAR OF MANUFACTURE
-- UNIQUE IDENTIFYING NUMBER FOR FUTURE MANUFACTURER REFERENCE
-- EXTERNAL PROJECT NUMBER FROM THE PLANS COVER SHEET
(EXAMPLE: STP-XXXX-XX...)
TAG TO BE INSTALLED ON SHAFT SIDE OPPOSITE THE MAINLINE HIGHWAY AND LOCATED APPROXIMATELY 48 INCHES ABOVE THE TOP OF BASE PLATE.
7. THE TOP OF THE STRAIN POLE FOUNDATION SHALL BE 6" ABOVE THE GROUND. THE CONTRACTOR SHALL PROVIDE POLES OF SUFFICIENT LENGTH PLUS 2 FEET TO PROVIDE REQUIRED VERTICAL CLEARANCE OF THE TRAFFIC SIGNAL HEADS WITHOUT EXTENDING THE FOUNDATION ABOVE THE GROUND LINE OF THE POINT WHERE THE POLE IS LOCATED, EVEN THOUGH THIS MAY BE BELOW THE FINISHED GRADE OF THE ROADWAY.
8. ALL STRAIN POLES AT AN INTERSECTION SHALL BE THE SAME DIAMETER AND UTILIZE THE SAME BOLT CIRCLE SPACING.
9. POLE FOUNDATIONS AND BASE MOUNTED CABINET FOUNDATIONS, GRADE SHALL BE ESTABLISHED TO ±3" OF EDGE OF PAVEMENT ELEVATION UNLESS APPROVED BY SIGNAL PROJECT ENGINEER.
10. TRAFFIC SIGNAL HEADS SHALL BE BLACK IN COLOR UNLESS OTHERWISE NOTED ON PLANS WITH BLACK BACK PLATES
11. PEDESTRIAN HEADS SHALL BE BLACK IN COLOR UNLESS OTHERWISE NOTED ON PLANS.
12. PEDESTRIAN PUSHBUTTONS SHALL BE EITHER STANDARD PUSHBUTTONS OR APS (ACCESSIBLE PEDESTRIAN SYSTEM) STYLE AS NOTED ON PLANS. SIGNS TO BE INCLUDED IN PAY ITEM FOR PEDESTRIAN PUSHBUTTONS AT NO ADDITIONAL COST. SIDE OF POLE LOCATIONS OF PUSHBUTTONS MAY BE FIELD ADJUSTED. PUSHBUTTON HARDWARE SHALL BE BLACK IN COLOR UNLESS OTHERWISE NOTED ON PLANS.
13. FIELD DRILL AND TAP EXISTING POLES WHERE PEDESTRIAN SIGNALS AND PUSHBUTTONS ARE REQUIRED ON PLANS. (ABSORBED ITEM).

14. TRAFFIC SIGNAL CABINETS AND CONTROLLERS SHALL BE WIRED TO PROVIDE FOR ALL PHASES INCLUDING FUTURE PHASES IN ACCORDANCE WITH THE PHASE SEQUENCE DIAGRAM.
15. ALL TRAFFIC SIGNAL CONTROLLERS SHALL BE ETHERNET READY, AND COMPATIBLE WITH MDOT'S EXISTING TRAFFIC SIGNAL MANAGEMENT SOFTWARE. ALL TRAFFIC SIGNAL CONTROLLER FIRMWARE SHALL BE CAPABLE OF DELAYING THE ONSET OF THE FLASHING YELLOW ARROW. ALL MMU'S SHALL BE ETHERNET READY, 16 CHANNEL, AND CAPABLE OF RUNNING 12 DIFFERENT MODES OF FLASHING YELLOW ARROW OPERATION. THE CONTRACTOR SHALL COORDINATE WITH MDOT FOR IP ADDRESSES ON ALL NETWORKABLE DEVICES. DEVICES INCLUDE BUT NOT LIMITED TO: CONTROLLER, MMU WITH SDLC CABLE (CONFLICT MONITOR), AND DETECTION UNITS. TRAFFIC SIGNAL CONTROLLER CABINET SHALL HAVE A 16 LOAD BAY FACILITY, REAR ACCESS DOOR, LAPTOP TRAY, AND DUAL POSITION INTERNAL LED LIGHTING. ALL TRAFFIC SIGNAL CONTROLLER CABINETS SHALL HAVE A 5 POSITION CARD RACK AND ONE 175 WATT MINIMUM POWER SUPPLY AND 4 AVAILABLE SLOTS UNLESS OTHERWISE NOTED ON PLANS. SEE 907-632.02.6.1.
16. FOR PROTECTED/PERMITTED LEFT TURN PHASING USING TYPE 2 FYA TRAFFIC SIGNAL HEADS, OPERATION SHALL BE AS FOLLOWS: THE PROTECTED PHASE OF THIS OPERATION SHALL DISPLAY A SOLID GREEN ARROW, FOLLOWED BY A SOLID YELLOW ARROW, AND ENDING WITH A SOLID RED ARROW. THE PERMITTED PORTION OF THIS OPERATION SHALL START WITH A FLASHING YELLOW ARROW, FOLLOWED BY A SOLID YELLOW ARROW, AND ENDING WITH A SOLID RED ARROW. THERE SHALL BE A DELAY (AS DIRECTED BY THE PROJECT ENGINEER) BETWEEN THE END OF THE PROTECTED PORTION OF THIS OPERATION AND THE BEGINNING OF THE PERMITTED PORTION OF THIS OPERATION. DURING THIS DELAY, THE OPPOSING PHASE THRU HEADS ARE CAPABLE OF DISPLAYING A GREEN BALL. SIGNAL CONTROLLER WITH FIRMWARE NECESSARY TO ACCOMPLISH THIS DELAY SHALL BE PROVIDED.
17. POLES AND FOUNDATIONS OF EXISTING SIGNAL INSTALLATION REMOVALS SHALL BE CUT OFF 6" BELOW GROUND, REMOVED AND AREA RESTORED TO MATCH ADJACENT SURFACE AS DIRECTED BY THE PROJECT ENGINEER.
18. ALL REMOVED EXISTING TRAFFIC SIGNAL EQUIPMENT SHALL BECOME THE PROPERTY OF THE CONTRACTOR, UNLESS SPECIFIC ITEMS ARE NOTED IN THE PLANS TO BE SALVAGED AS DIRECTED BY THE PROJECT ENGINEER.
19. THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE ELECTRICAL SERVICE FROM THE POWER COMPANY SERVICE POINT TO THE POWER SERVICE PEDESTAL. FOR SPAN WIRE INSTALLATION, POWER SHALL RUN FROM THE POWER COMPANY SERVICE POINT AERIAL TO THE SIGNAL POLE NEAREST THE CONTROLLER, THE SERVICE SHALL THEN RUN TO THE CONTROLLER AS SHOWN ON THE PLANS. FOR MAST ARM INSTALLATION, POWER SHALL RUN FROM THE POWER COMPANY SERVICE POINT UNDERGROUND DIRECTLY TO THE POWER SERVICE PEDESTAL, THEN TO THE CONTROLLER CABINET, AS SHOWN ON THE PLANS. A DISCONNECT SHALL BE INSTALLED AT THE POWER COMPANY SERVICE POLE FOR MAST ARM INSTALLATIONS.
20. POWER SERVICE METER SHALL NOT BE MOUNTED ON THE CONTROLLER CABINET OR MAST ARM POLE SHAFTS. A SEPARATE POWER SERVICE PEDESTAL FOR MOUNTING THESE ITEMS IS REQUIRED. (SEE TSD-6 & TSD-7). BLACK CONDUCTORS SHALL BE USED FOR ALL LINE (HOT) WIRES AND WHITE CONDUCTORS SHALL BE USED FOR ALL NEUTRAL WIRES.
21. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAKE THE NECESSARY ARRANGEMENTS WITH THE LOCAL POWER COMPANY TO PROVIDE THE POWER SUPPLY ASSEMBLY FOR ANY NEW INSTALLATION. THE CONTRACTOR SHALL PAY FOR, AT NO COST TO THE DEPARTMENT, ALL DEPOSITS, HOOK-UP CHARGES, OR OTHER SERVICE FEES REQUIRED BY THE POWER COMPANY FOR THE ESTABLISHMENT OF NEW SERVICE. THE COST OF ALL SUCH FEES SHALL BE CONSIDERED INCIDENTAL AND ABSORBED WITHIN EXISTING PAY ITEMS. THE DEPARTMENT OR THE LOCAL AGENCY WILL BE RESPONSIBLE FOR PAYMENT OF THE MONTHLY SERVICE BILL FOR THE NEW POWER SERVICE INSTALLATION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SWAP THE ELECTRICAL SERVICE ACCOUNT OVER TO THE DEPARTMENT OR LOCAL AGENCY. WHEN ELECTRIC POWER SERVICE EXISTS AND IS USED FOR THE OPERATION OF AN EXISTING SYSTEM, THE MONTHLY SERVICE FEES SHALL CONTINUE TO BE PAID BY THE DEPARTMENT OR THE LOCAL AGENCY. IF THE EXISTING POWER SERVICE IS INTENDED FOR USE WITH A NEW SIGNAL SYSTEM, THEN ANY SERVICE CHARGE FEES

SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. SIMILARLY, IF AN EXISTING POWER SERVICE IS TO BE DISCONNECTED, ANY SERVICE CHARGE FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE COST OF ALL SUCH FEES SHALL BE CONSIDERED INCIDENTAL AND ABSORBED WITHIN EXISTING PAY ITEMS.

22. WHEN CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TEMPORARY SIGNALS TO ACCOMMODATE ROADWAY CONSTRUCTION, IT SHALL BE PAID FOR UNDER PAY ITEM 619-H1, TRAFFIC SIGNAL, LUMP SUM, UNLESS OTHERWISE NOTED ON PLANS.
23. VEHICLE LOOP ASSEMBLIES SHALL BE INSTALLED IN THE TOP LAYER OF BINDER OR EXISTING SURFACE BEFORE THE FINAL SURFACE COURSE IS APPLIED (BASED ON 2" FINAL LIFT MAXIMUM).
24. WHEN RADAR, VIDEO , OR MULTI-SENSOR DETECTION IS USED, THE SYSTEM MAY REQUIRE BOTH STOP BAR AND ADVANCE DETECTION. TSI PLANS SHOW A GENERIC LAYOUT FOR DETECTION; DETECTOR MAY BE RELOCATED PER MANUFACTURER'S RECOMMENDATIONS. THERE SHALL BE NO EXTRA PAY FOR MOVING OF DETECTORS OTHER THAN CABLE LENGTHS. MANUFACTURER TO HAVE FACTORY REP ON SITE DURING INSTALLATIONS UNLESS CERTIFIED BY THE MANUFACTURER. DETECTION CABLE WILL BE MEASURED BY THE LINEAR FOOT, MEASURED HORIZONTALLY ALONG THE CONDUIT, MESSENGER CABLE OR MAST ARM AND VERTICALLY ALONG THE POLE. DETECTION CABLE FOR CAMERAS, THE POWER AND VIDEO CABLE MAY BE IN THE SAME JACKET. ALL DETECTION UNITS SHALL BE NETWORKABLE DEVICES AND BE ON THE MDOT NETWORK IF NOTED ON PLANS.
25. ALL GROUNDING EQUIPMENT SHALL BE COST ABSORBED.
26. MESSENGER CABLE AND OTHER SUPPORTING DEVICES WHERE REQUIRED SHALL BE ABSORBED IN THE PAY ITEMS FOR SIGNAL CABLE.
27. THE CONTRACTOR SHALL STAKE THE LOCATION OF EACH POLE FOUNDATION AND NOTIFY THE PROJECT ENGINEER FOR CONCURRENCE IN THE LOCATION BEFORE PROCEEDING WITH THE PURCHASE OF THE POLE.
28. THE CONTRACTOR SHALL BE REQUIRED TO ADEQUATELY AND COMPLETELY COVER TRAFFIC SIGNAL HEADS DURING TIMES THAT THEY ARE NOT IN OPERATION WITH A DURABLE, OUTDOOR- HARDENED MATERIAL THAT CONTRASTS WITH THE COLOR OF THE HEAD THAT CLEARLY DESIGNATES THAT THE SIGNAL IS NOT IN "STOP AND GO" MODE. HEAD COVERS ARE TO BE APPROVED BY THE PROJECT ENGINEER.
29. A NEW TRAFFIC SIGNAL INSTALLATION SHALL BE PUT IN FLASH OPERATION FOR A PERIOD OF THREE (3) TO SEVEN (7) DAYS PRIOR TO THE ACTIVATION OF THE SIGNAL'S "STOP AND GO" OPERATION. ACTIVATION OF NEW TRAFFIC SIGNALS SHALL BE DURING A MID-WEEK WEEKDAY (TUESDAY – THURSDAY) DURING A NON-PEAK TIME AND SHALL BE COORDINATED WITH THE PROJECT ENGINEER. UPON INITIAL INSPECTION AND ACCEPTANCE TESTING OF THE NEW TRAFFIC SIGNAL INSTALLATION, THE CONTRACTOR SHALL REQUEST THE START OF THE 30 DAY BURN-IN PERIOD TO COMMENCE, AS OUTLINED IN SUBSECTION 631.03.4 OF THIS SPECIFICATION. ANY NOTED DEFICIENCIES FOUND WITHIN THAT 30 DAY PERIOD SHALL BE CORRECTED TO THE SATISFACTION OF THE PROJECT ENGINEER. THE 30 DAY BURN-IN PERIOD MUST COMMENCE WITHIN THE CONTRACT TIME, AND BEFORE SUBSTANTIAL COMPLETION OF THE PROJECT IS GRANTED.
30. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING FINAL INSPECTION MEETING WITH DISTRICT OFFICE, PROJECT OFFICE AND TRAFFIC ENGINEERING FOR SIGNAL PORTION OF THE PROJECT.

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TRAFFIC SIGNAL
GENERAL NOTES

WORKING NUMBER:
TSD-1

DRAWING NUMBER:
2002

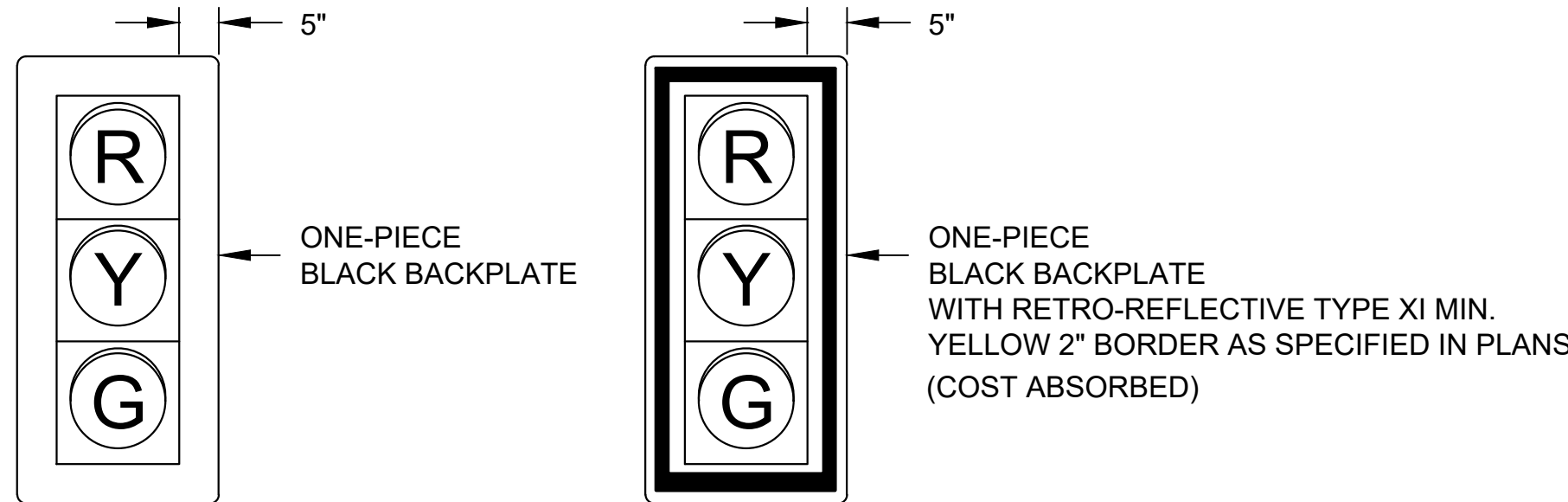
DETAIL OF TYPICAL TRAFFIC SIGNAL HEADS

TYPE 1	TYPE 2	TYPE 2 FYA	TYPE 2B FYA	TYPE 2P FYA	TYPE 3	TYPE 4	TYPE 6	TYPE 7	TYPE H

NOTES:

- ALL SIGNAL HEADS SHALL BE BLACK IN COLOR UNLESS OTHERWISE NOTED ON THE PLANS.
- ALL SIGNAL HEADS SHALL BE L.E.D. LENSES UNLESS OTHERWISE NOTED ON THE PLANS. TYPE "A" SIGNAL HEAD IS TO BE GEOMETRICALLY PROGRAMMED VIA LOUVERS.
- LETTER "R" ON HEAD TYPES MEANS RIGHT TURN ARROW(S).
- TYPE 6 SIGNAL HEAD SYMBOLS/NUMBERS SHALL BE FULLY ILLUMINATED (NO OUTLINE SYMBOLS ALLOWED). THERE IS A SEPARATE PAY ITEM FOR PEDESTRIAN PUSHBUTTON. PEDESTRIAN PUSHBUTTON SHALL BE FURNISHED WITH R10-3e SIGN. (COST ABSORBED).
- ALL FYA SIGNAL HEAD SHALL BE FURNISHED WITH R10-12M SIGN. WHEN NOTED ON PLANS, TYPE 4 & 5 SIGNAL HEADS SHALL BE FURNISHED WITH R10-10L, R10-10R, OR R10-17M SIGN. TYPE 7 SIGNAL HEAD SHALL BE FURNISHED WITH R10-12 SIGN. TYPE 7 R REQUIRES NO SIGN. TYPE H SIGNAL HEAD SHALL BE FURNISHED WITH R10-23 SIGN WHEN INDICATED ON PLANS. COST OF SIGNAL SIGNS, MOUNTING BRACKETS, HARDWARE, AND LABOR SHALL BE COST ABSORBED.
- FOR SPAN WIRE INSTALLATION, THE HOUSING FOR THE RED INDICATION OF A TYPE 7 HEAD, SHALL BE ALUMINUM.

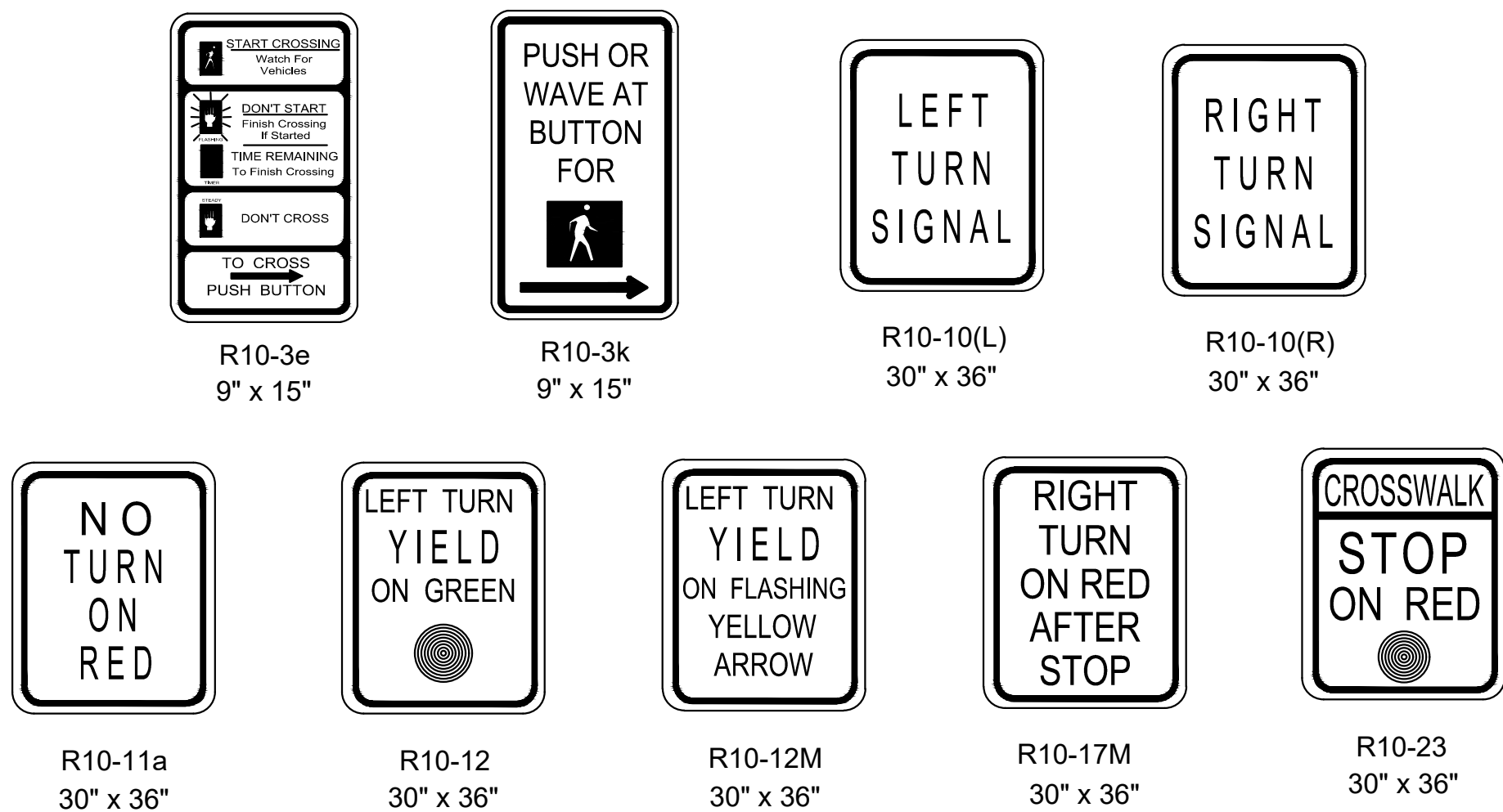
DETAIL OF TRAFFIC SIGNAL WITH BACKPLATE



NOTE:

ALL SIGNAL HEADS SHALL INCLUDE BACKPLATES AND VISORS UNLESS OTHERWISE NOTED ON TRAFFIC SIGNAL INSTALLATION SHEETS.

DETAIL OF TYPICAL TRAFFIC SIGNAL SIGNS



NOTES:

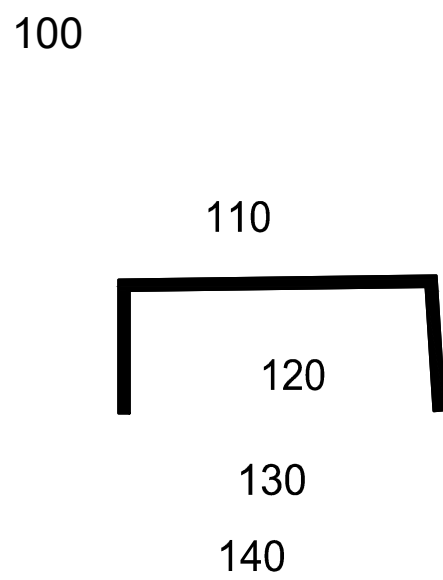
- ALUMINUM SIGN BLANKS ARE TO BE ALUMINUM ALLOY 5052-H38 AND 0.10" THICK.
- THE SIGNS SHALL BE SUPPLIED WITH MOUNTING BRACKETS AND HARDWARE AS REQUIRED.
- NUMBER 12 PLATED JACK CHAINS SHALL BE ATTACHED TO THE BOTTOM OF ALL SPAN WIRE MOUNTED SIGNS.
- CHAINS SHALL BE ATTACHED TO SIGN AND TETHER USING "S" HOOKS.
- THE SIZE OF THE SIGN BLANK, LEGEND, BORDER AND THE COLOR OF THE BACKGROUND AND LEGEND IS TO CONFORM TO THE M.U.T.C.D. (LATEST EDITION).
- REFLECTIVE SHEETING FOR TRAFFIC SIGNS SHALL BE TYPE XI PRISMATIC RETROREFLECTIVE SHEETING.

SIGNAL PLAN LEGEND

	SIGNAL HEAD REQUIRED / TYPE
	PEDESTRIAN HEAD REQUIRED
	EXISTING SIGNAL HEAD
	SIGN
	VEHICLE LOOP DETECTOR
	QUADRAPOLE VEHICLE LOOP DETECTOR
	VEHICLE LOOP DETECTOR NUMBER
	WIRELESS MAGNETOMETER SENSOR
	BASE MOUNTED CABINET FOR SIGNAL CONTROLLER
	POLE MOUNTED CABINET FOR SIGNAL CONTROLLER
	EXISTING POLE
	POLE REQUIRED
	NEW PEDESTAL POLE
	MAST ARM POLE REQUIRED
	EXISTING PULLBOX
	PULLBOX REQUIRED (TYPE SPECIFIED ON PLAN SHEETS)
	RADAR DETECTOR (RD)
	VIDEO DETECTOR (VD)
	MULTI SENSOR DETECTOR (MS)
	OPTICAL DETECTOR UNIT
	CONDUIT
	ROLL PIPE
	LUMINAIRE
	DECORATIVE LUMINAIRE
	GROUND MOUNTED PEDESTAL SERVICE PANEL
	RADIO INTERCONNECT ANTENNA
	TWO-WAY WIRELESS ANTENNA
	WIRELESS REPEATER
	PTZ / FIXED CAMERA
	P.B.
	S.C.
	POW
	LUM
	ODC
	8c
	I.C.
	RAD
	FO
	FO DROP
	DC
	STOP BAR DETECTION ZONE
	ADVANCED DETECTION ZONE

WIND SPEEDS AND ICING REGION MAP

S: \STANDARDS\M.D.O.T\TSD\2009 Wind Speed Map.jpg



2009/2013 AASHTO WIND LOAD LIST BY COUNTY

COUNTY	BASIC WIND SPEED MPH	ICE LOADING REQD
Adams	100	NO
Alcorn	90	YES
Amite	110	NO
Attala	100	YES
Benton	90	YES
Bolivar	90	YES
Calhoun	90	YES
Carroll	90	YES
Chickasaw	90	YES
Choctaw	90	YES
Claiborne	100	NO
Clarke	110	NO
Clay	90	YES
Coahoma	90	YES
Copiah	90	NO
Covington	110	NO
DeSoto	90	YES
Forrest	120	NO
Franklin	100	NO
George	130	NO
Greene	120	NO
Grenada	90	YES
Hancock	140	NO
Harrison	140	NO
Hinds	100	NO
Holmes	90	YES
Humphreys	90	YES
Issaquena	90	NO
Itawamba	90	YES
Jackson	140	NO
Jasper	110	NO
Jefferson	100	NO

COUNTY	BASIC WIND SPEED MPH	ICE LOADING REQD
Jefferson Davis	110	NO
Jones	110	NO
Kemper	100	NO
Lafayette	90	YES
Lamar	120	NO
Lauderdale	110	NO
Lawrence	110	NO
Leake	100	NO
Lee	90	YES
Leflore	90	YES
Lincoln	100	NO
Lowndes	90	YES
Madison	100	NO
Marion	110	NO
Marshall	90	YES
Monroe	90	YES
Montgomery	90	YES
Neshoba	100	NO
Newton	100	NO
Noxubee	100	YES
Oktibbeha	90	YES
Panola	90	YES
Pearl River	130	NO
Perry	120	NO
Pike	110	NO
Pontotoc	90	YES
Prentiss	90	YES
Quitman	90	YES
Rankin	100	NO
Scott	100	NO
Sharkey	90	NO
Simpson	100	NO
Smith	100	NO
Stone	130	NO
Sunflower	90	YES
Tallahatchie	90	YES
Tate	90	YES
Tippah	90	YES
Tishomingo	90	YES
Tunica	90	YES
Union	90	YES
Walthall	110	NO
Warren	90	NO
Washington	90	YES
Wayne	110	NO
Webster	90	YES
Wilkinson	100	NO
Winston	100	YES
Yalobusha	90	YES
Yazoo	90	NO

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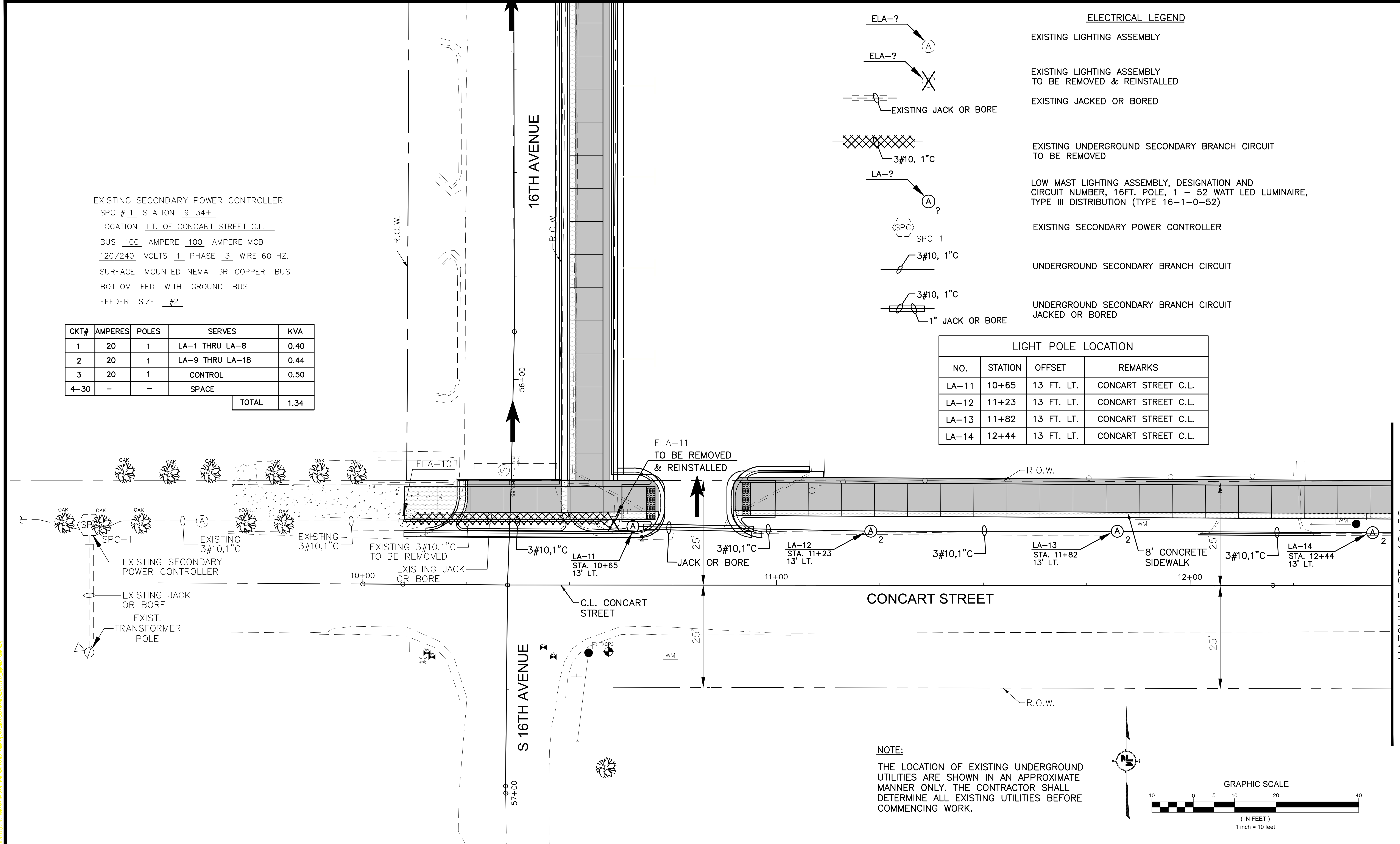
TRAFFIC SIGNAL HEADS, TRAFFIC SIGNAL SIGNS AND WIND SPEEDS

WORKING NUMBER:

TSD-2

DRAWING NUMBER:

2003



EXISTING SECONDARY POWER CONTROLLER
SPC # 1 STATION 9+34±
LOCATION LT. OF CONCAR STREET C.L.
BUS 100 AMPERE 100 AMPERE MCB
120/240 VOLTS 1 PHASE 3 WIRE 60 HZ.
SURFACE MOUNTED-NEMA 3R-COPPER BUS
BOTTOM FED WITH GROUND BUS
FEEDER SIZE #2

CKT#	AMPERES	POLES	SERVES	KVA
1	20	1	LA-1 THRU LA-8	0.40
2	20	1	LA-9 THRU LA-18	0.44
3	20	1	CONTROL	0.50
4-30	-	-	SPACE	
TOTAL				1.34

ELA-?

ELA-?

EXISTING JACK OR BORE

3#10, 1"C

LA-?

SPC-1

3#10, 1"C

3#10, 1"C

1" JACK OR BORE

ELECTRICAL LEGEND

EXISTING LIGHTING ASSEMBLY

EXISTING LIGHTING ASSEMBLY
TO BE REMOVED & REINSTALLED

EXISTING JACKED OR BORED

EXISTING UNDERGROUND SECONDARY BRANCH CIRCUIT
TO BE REMOVED

LOW MAST LIGHTING ASSEMBLY, DESIGNATION AND
CIRCUIT NUMBER, 16FT. POLE, 1 - 52 WATT LED LUMINAIRE,
TYPE III DISTRIBUTION (TYPE 16-1-0-52)

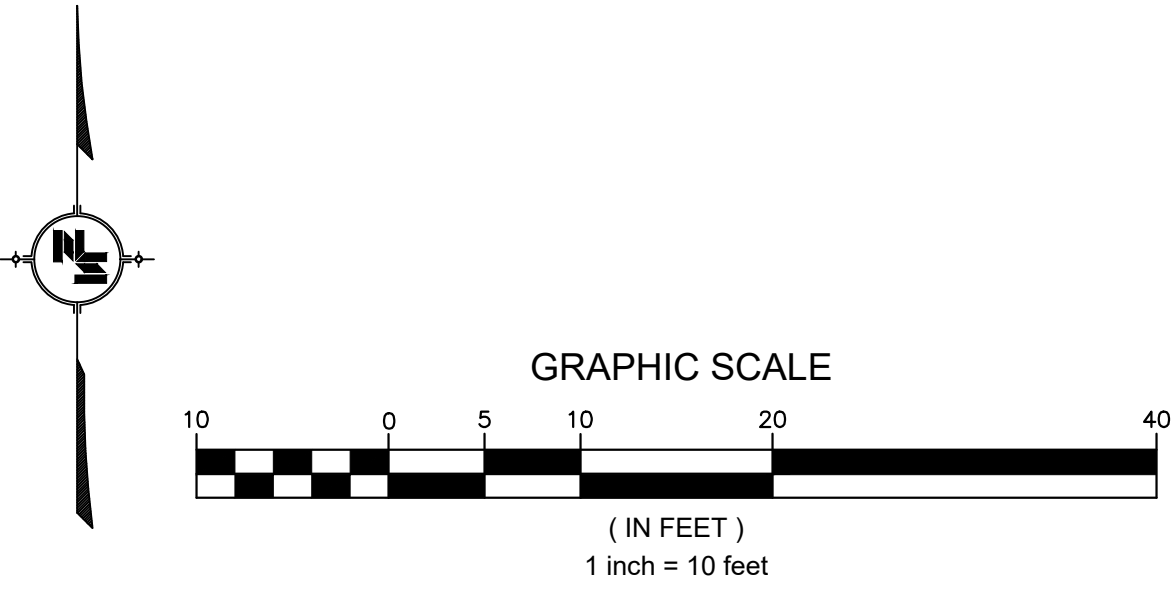
EXISTING SECONDARY POWER CONTROLLER

UNDERGROUND SECONDARY BRANCH CIRCUIT

UNDERGROUND SECONDARY BRANCH CIRCUIT
JACKED OR BORED

LIGHT POLE LOCATION			
NO.	STATION	OFFSET	REMARKS
LA-11	10+65	13 FT. LT.	CONCAR STREET C.L.
LA-12	11+23	13 FT. LT.	CONCAR STREET C.L.
LA-13	11+82	13 FT. LT.	CONCAR STREET C.L.
LA-14	12+44	13 FT. LT.	CONCAR STREET C.L.

NOTE:
THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY. THE CONTRACTOR SHALL DETERMINE ALL EXISTING UTILITIES BEFORE COMMENCING WORK.



NOTICE TO DRAWING HOLDER

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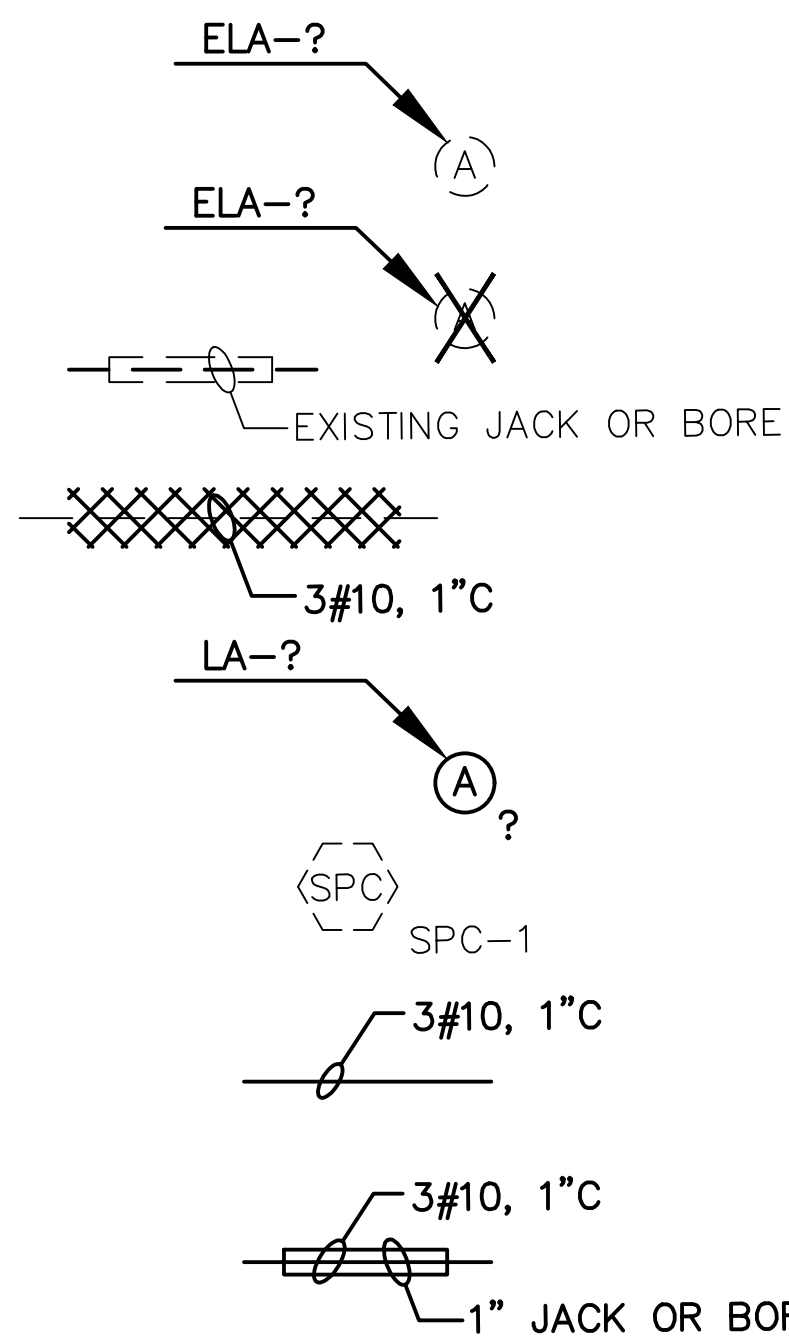
REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.:	17192.000
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				SCALE:	1"=10'
				SURVEYED BY:	CLEARPOINT ENGINEERS
				DSGN:	DS/VR
				DATE:	04/2023
				DRWN:	JEM
				DATE:	04/2023
				CHKD:	GPC
				DATE:	04/2023
				QA/QC:	DATE:

16TH AVENUE AND CONCAR STREET IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

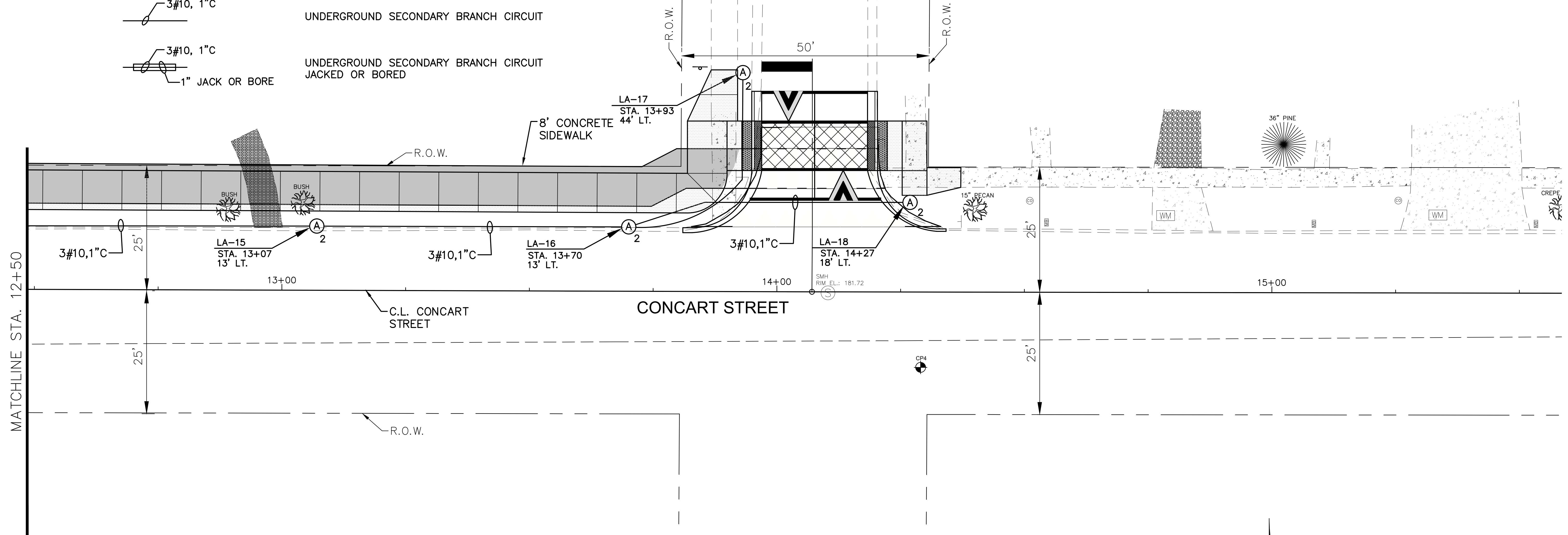
**LIGHTING PLAN
CONCAR PATHWAY
STA.10+00 TO STA. 12+50**

WORKING NUMBER: LP-1	DRAWING NUMBER: E1
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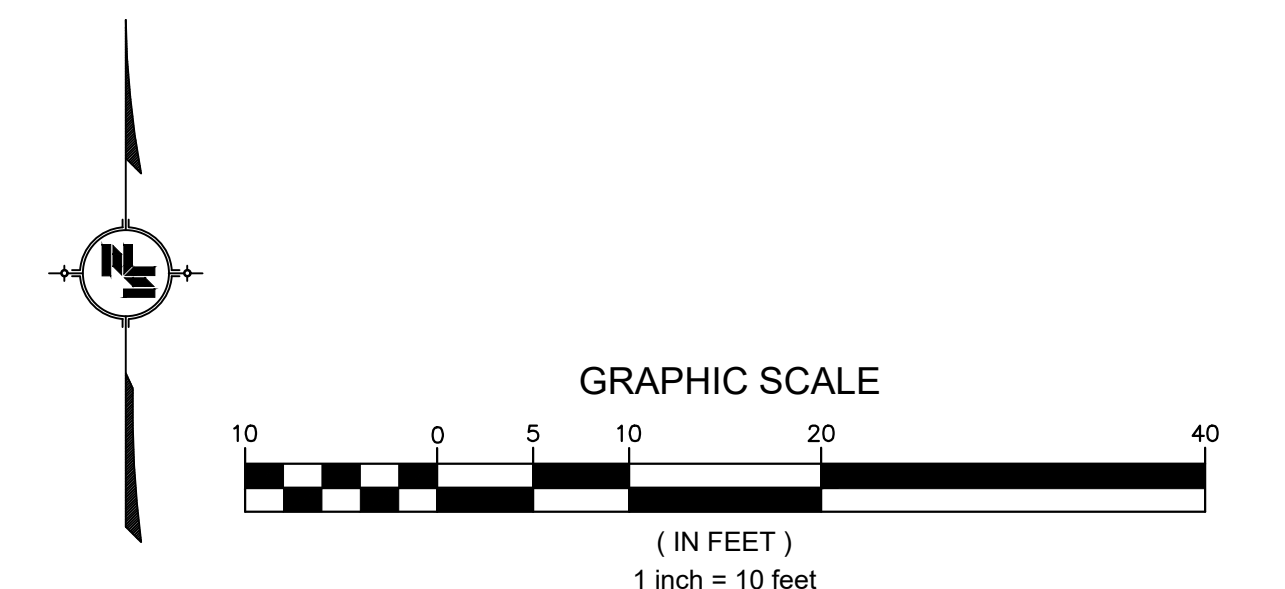


- ELECTRICAL LEGEND**
- EXISTING LIGHTING ASSEMBLY
 - EXISTING LIGHTING ASSEMBLY TO BE REMOVED & REINSTALLED
 - EXISTING JACKED OR BORED
 - EXISTING UNDERGROUND SECONDARY BRANCH CIRCUIT TO BE REMOVED
 - LOW MAST LIGHTING ASSEMBLY, DESIGNATION AND CIRCUIT NUMBER, 16FT. POLE, 1 - 52 WATT LED LUMINAIRE, TYPE III DISTRIBUTION (TYPE 16-1-0-52)
 - EXISTING SECONDARY POWER CONTROLLER
 - UNDERGROUND SECONDARY BRANCH CIRCUIT
 - UNDERGROUND SECONDARY BRANCH CIRCUIT JACKED OR BORED

LIGHT POLE LOCATION			
NO.	STATION	OFFSET	REMARKS
LA-15	13+07	13 FT. LT.	CONCART STREET C.L.
LA-16	13+70	13 FT. LT.	CONCART STREET C.L.
LA-17	13+93	44 FT. LT.	CONCART STREET C.L.
LA-18	14+27	18 FT. LT.	CONCART STREET C.L.

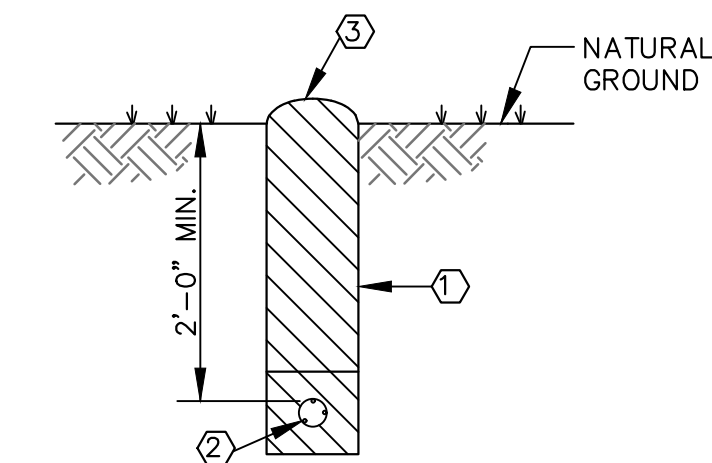


NOTE:
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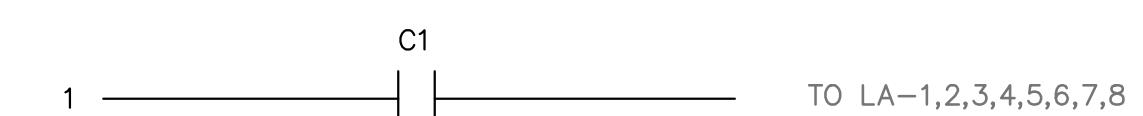
4/2/2023 3:16 PM c:\projects\17192\17192\17192_lighting_plan.dwg

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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 17192.000				WORKING NUMBER: LP-2	DRAWING NUMBER: E2
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					SURVEYED BY: CLEARPOINT ENGINEERS					
					DSGN: DS/VR DATE: 04/2023					
					DRWN: JEM DATE: 04/2023					
					CHKD: GPC DATE: 04/2023					
					QA/QC: DATE:					



N.T.S.

-



N.T.S.

- ① REMOVE EXISTING POLE, FIXTURE AND STORE TO BE REINSTALLED.
- ② CONTRACTOR SHALL LOCATE AND IDENTIFY THE BRANCH CIRCUIT LOCATION, DISCONNECT CONDUCTORS AND REMOVED ASSOCIATED ITEMS.
- ③ EXISTING FOUNDATION SHALL BE REMOVED DOWN TO 3 FT. BELOW GRADE.

N.T.S.

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REVISIONS				DRAWING INFORMATION	
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				DSGN: DS/VR	DATE: 04/2023
				DRWN: JEM	DATE: 04/2023
				CHKD: GPC	DATE: 04/2023
				QA/QC:	DATE:

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

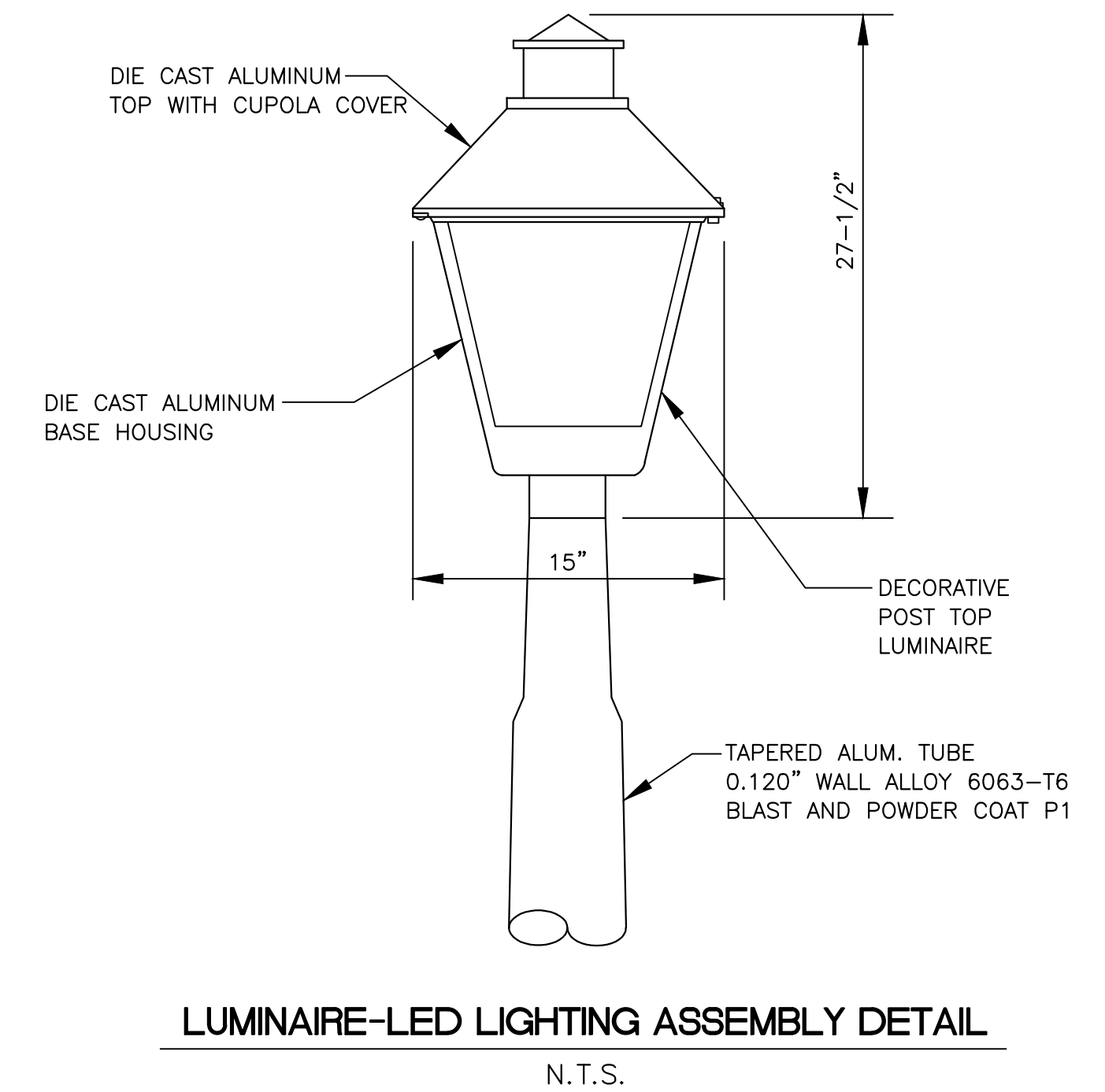
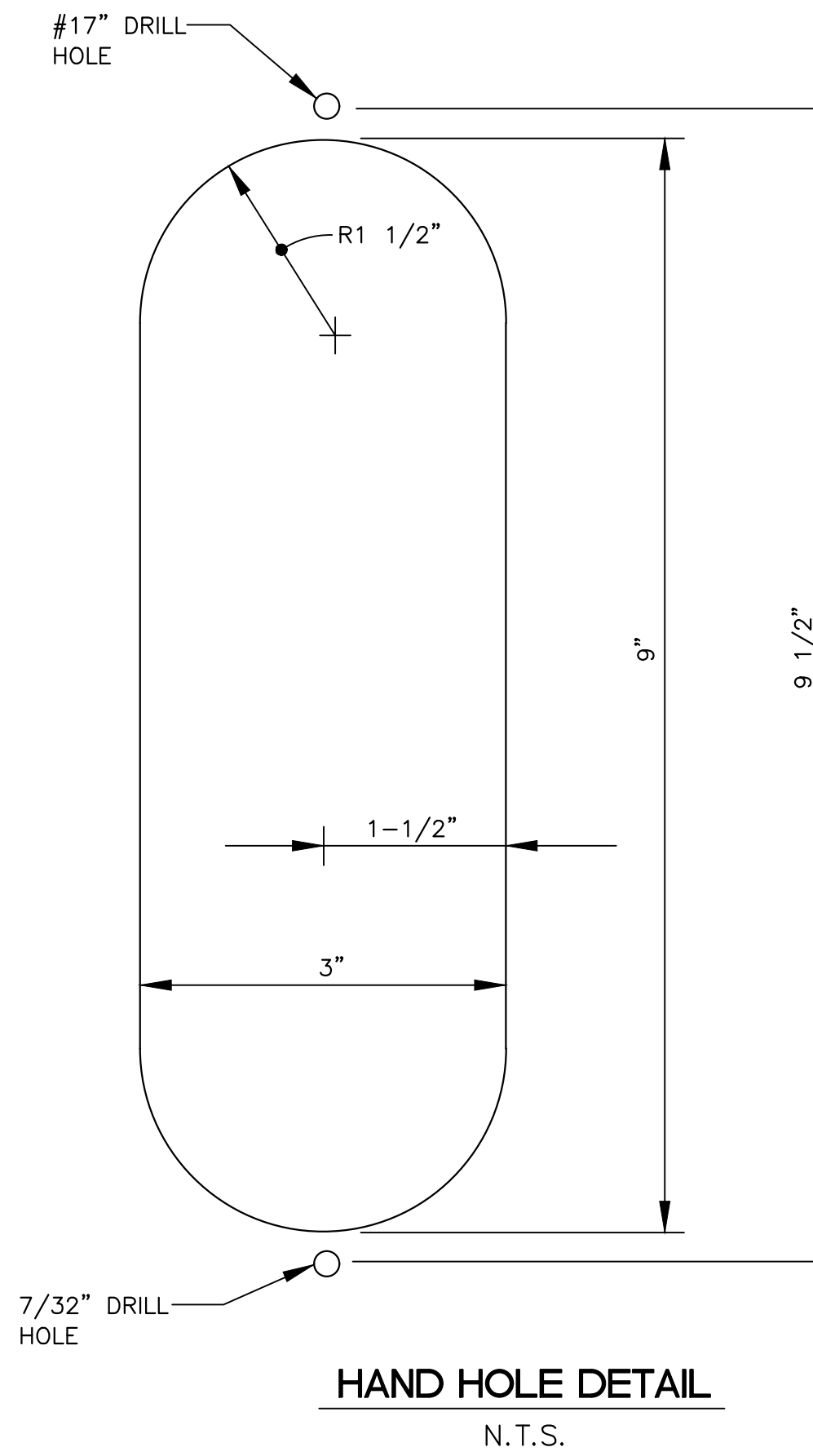
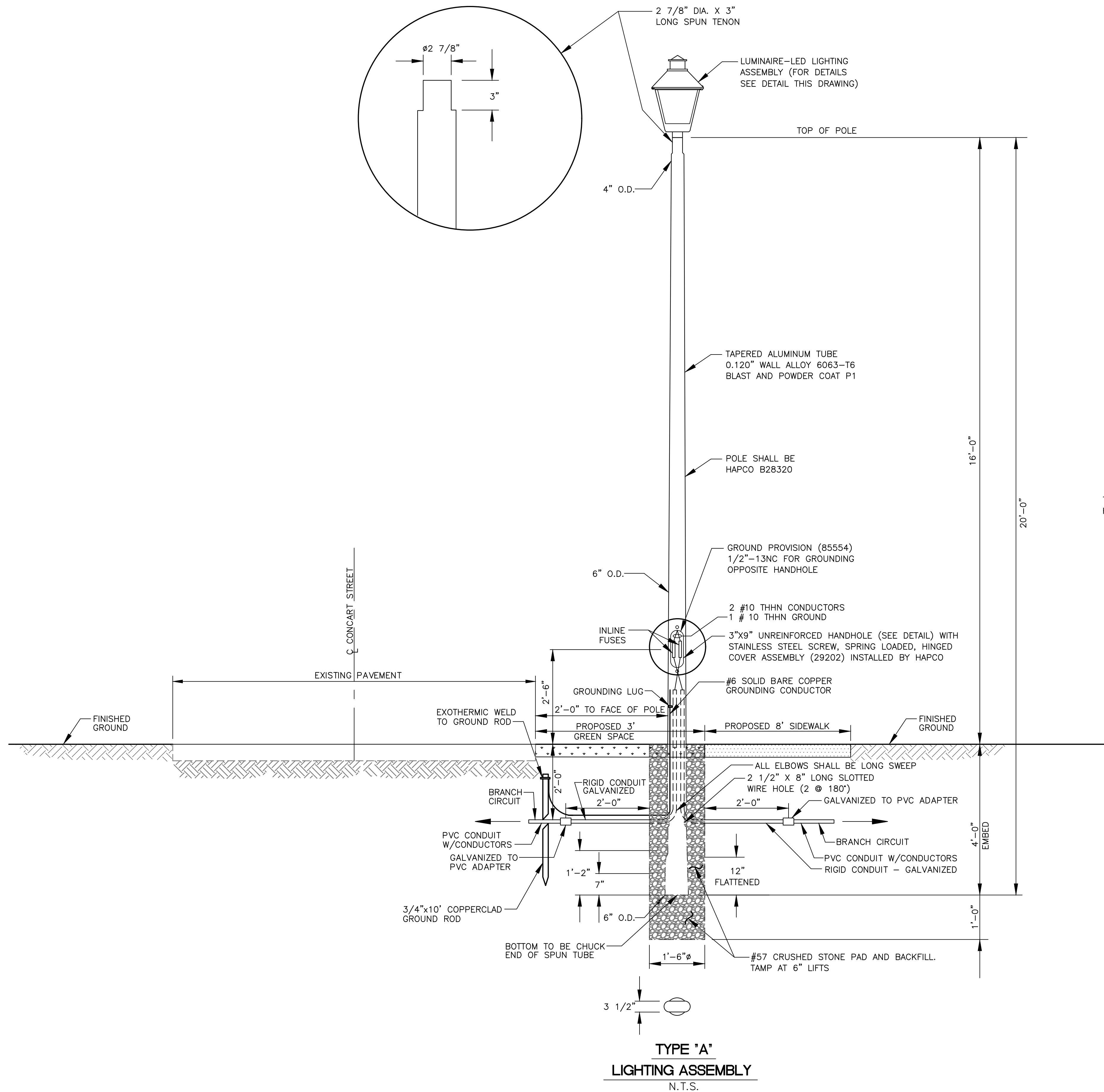


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LD-1

DRAWING NUMBER:

E3

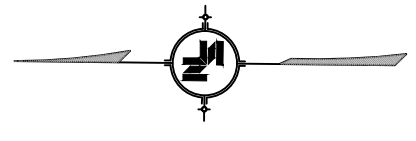


LIGHTING FIXTURE SCHEDULE					
MANUFACTURER	CATALOG NUMBER	LAMP	VOLTS	MOUNTING	REMARKS
EATON	LXF-E02-LED-E-U-ASYM-BK	LED	120	SEE DETAIL	

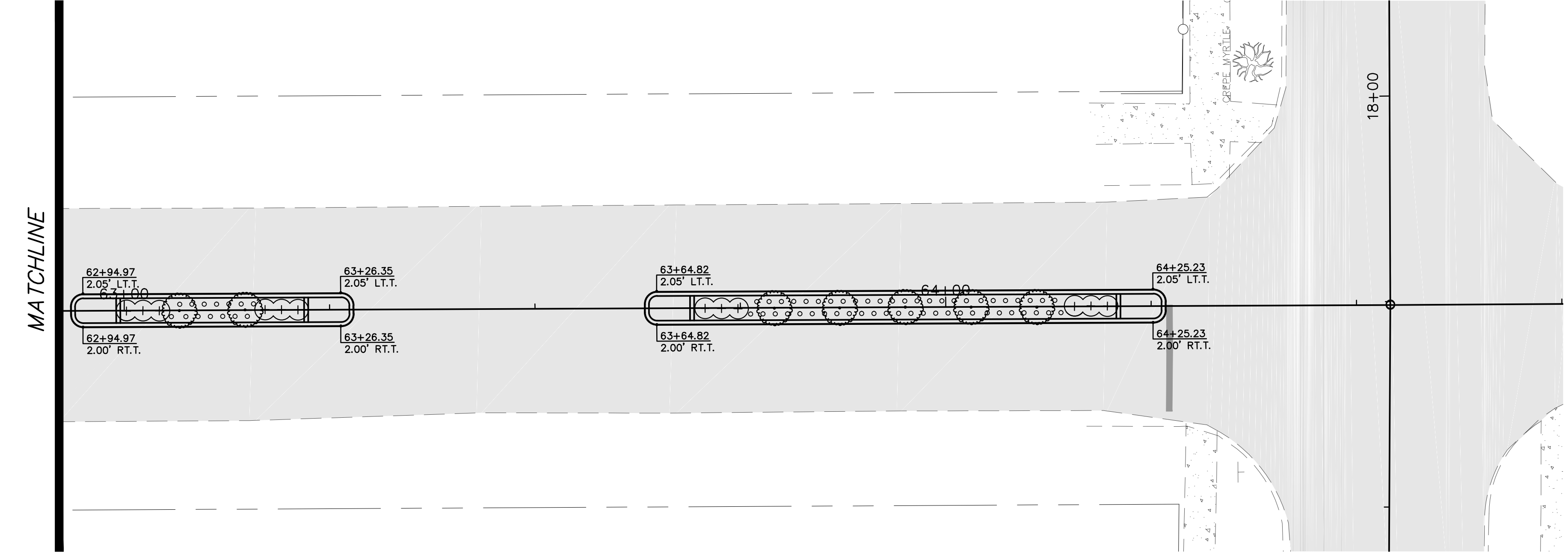
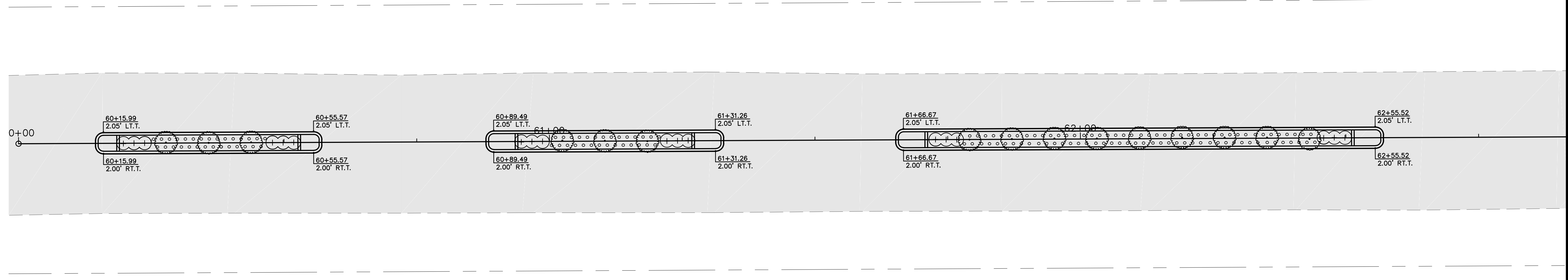
- NOTES:**
- THE EMBEDDED SECTION OF THE POLE IS COATED WITH PROTECTIVE UNDERCOATING AND INCLUDES A .5" WIRE WAY LOCATED APPROXIMATELY 18" BELOW GRADE.
 - ALL STRUCTURAL FASTENERS ARE GALVANIZED HIGH STRENGTH CARBON STEEL. ALL NON-STRUCTURAL FASTENERS ARE GALVANIZED OR ZINC-PLATED CARBON STEEL OR STAINLESS STEEL.
 - FINISHES INCLUDE ANODIZED OR PAINTED.
 - POLES MEET 2001 AASHTO LTS4 FOR 140 MPH WIND WITH A 25 YEAR DESIGN LIFE AND WITH A MAXIMUM LOADING OF 2.0 FT2 EPA AND 50 LBS. LOCATED ON TOP OF POLE POLE SHALL HAVE A BUCKLING SAFETY FACTOR OF AT LEAST 1.3 AGAINST FAILURE WITH HANDHOLE COVER REMOVED.

4/26/2023 2:13 PM x:\projects\0015000\0017000\17192_concept_ii and 16th ave traffic lighting\workshop\electrical\17192_elec-det-2.dwg

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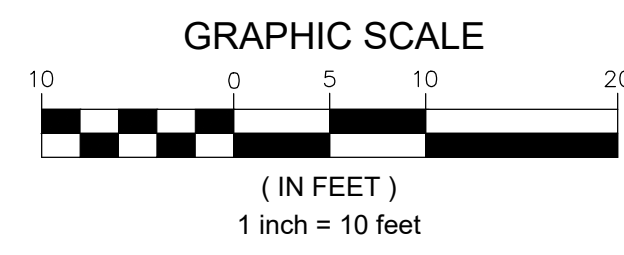
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PLANT LEGEND

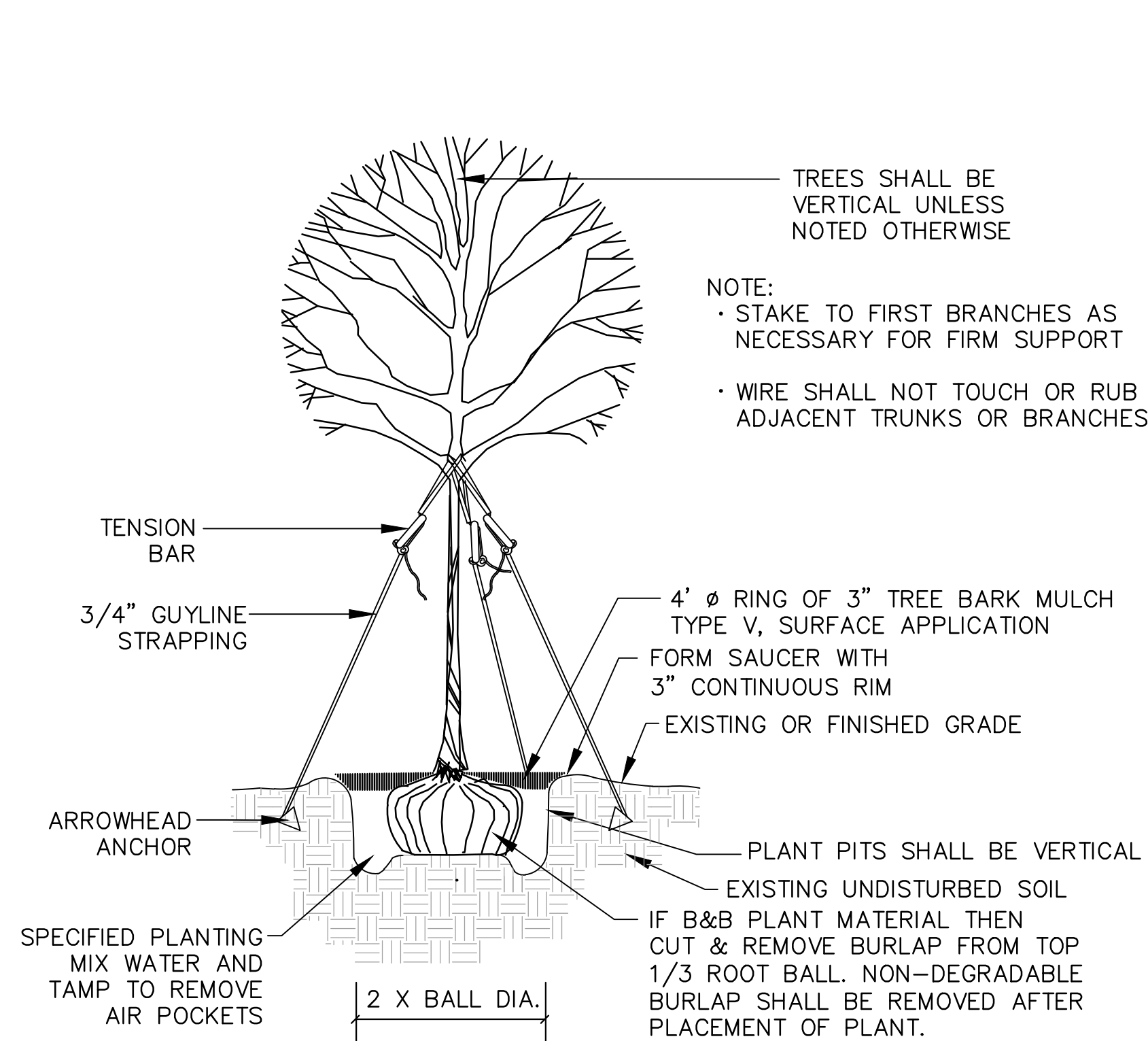
- 'SLENDER SILHOUETTE' SWEET GUM - 8' O.C. SPACING
- DRIFT ROSE 'PEACH'
- JUNIPER 'PARSONS'

ADDITIVE ALTERNATE
NUMBER 1

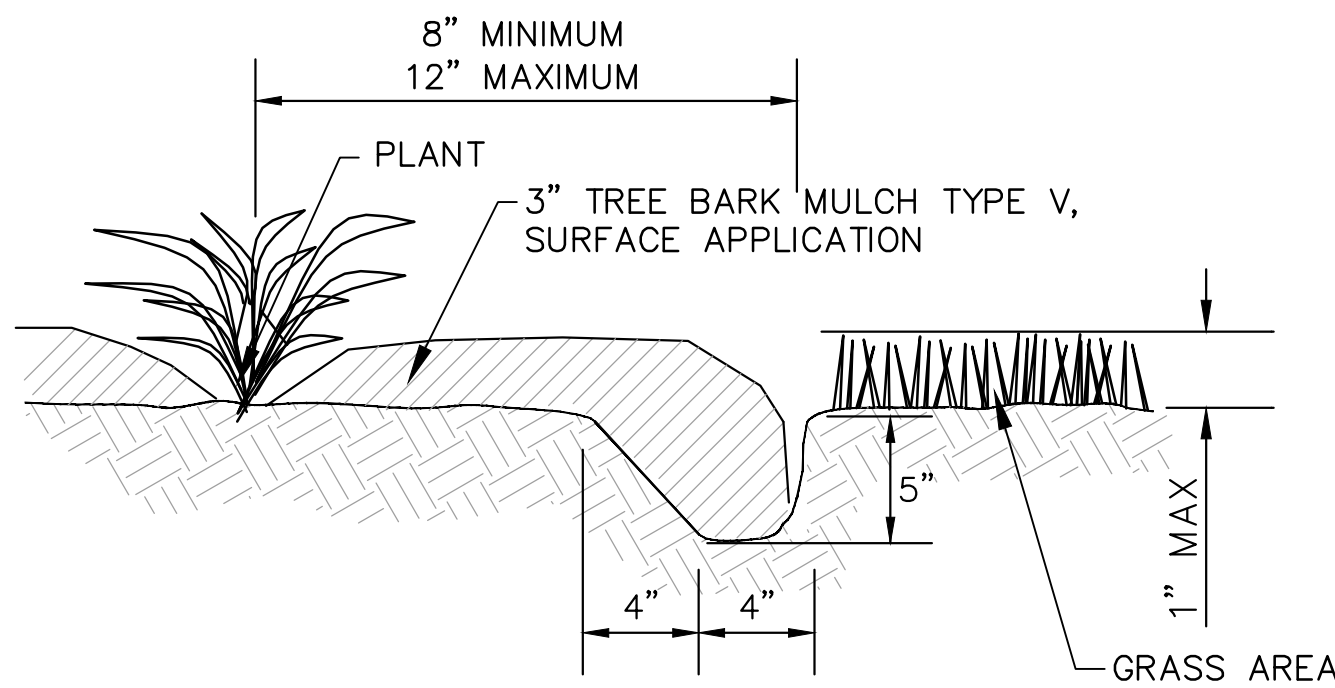


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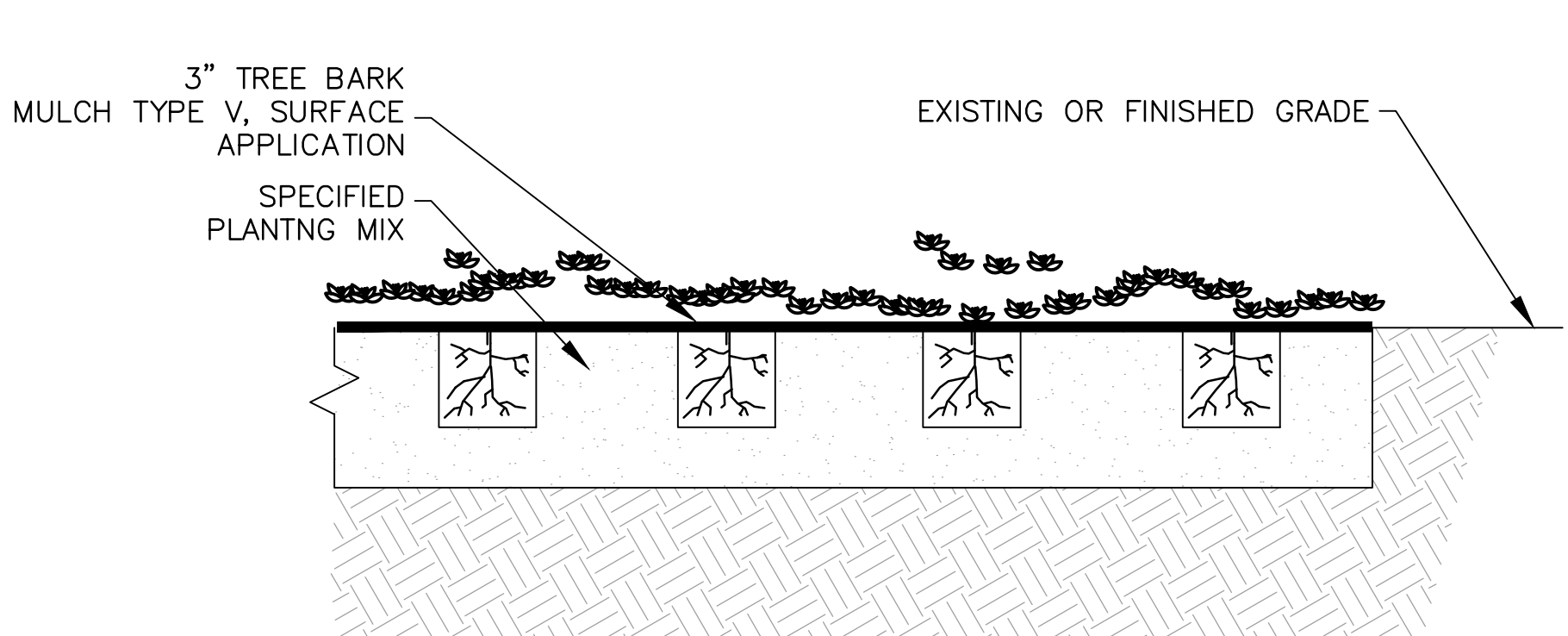
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				QA/QC:	DATE:	
16TH AVENUE AND CONCARST STREET IMPROVEMENTS						
CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY						
						
LANDSCAPE PLAN 14TH AVENUE MEDIANS						
WORKING NUMBER: LS-1						
DRAWING NUMBER: 4001						



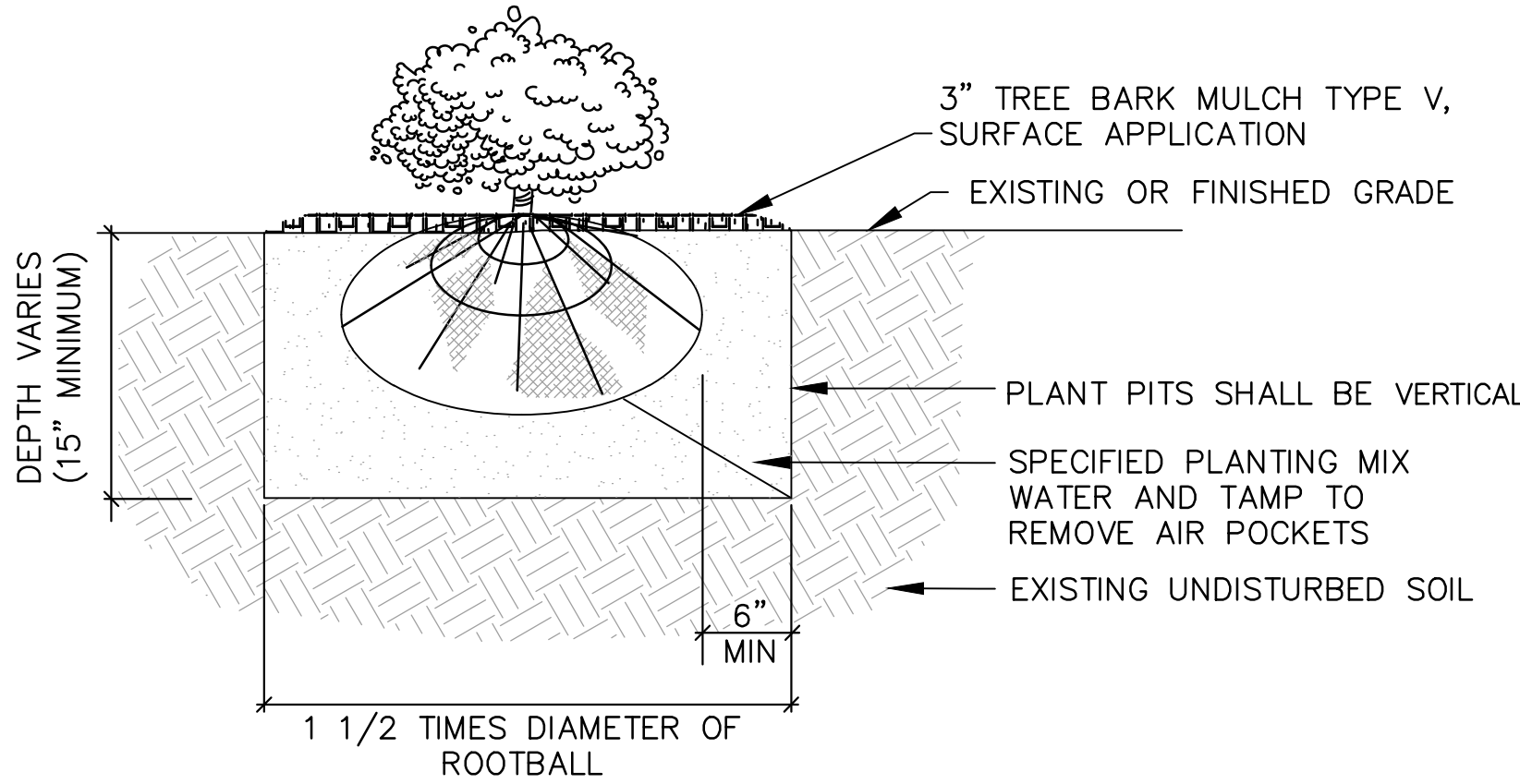
TYPICAL SINGLE-TRUNK TREE PLANTING DETAIL
NOT TO SCALE



BED EDGING DETAIL
NOT TO SCALE



TYPICAL GROUNDCOVER PLANTING DETAIL
NOT TO SCALE



TYPICAL SHRUB PLANTING DETAIL
NOT TO SCALE

LANDSCAPE QUANTITIES & VEGETATION SCHEDULE								
LANDSCAPE ITEMS		QTY	SIZE/UNIT	SEASONAL APPLICATIONS—DATES & RATES				REQUIREMENTS
				SPRING & SUMMER		FALL & WINTER		
PAY ITEM NO.	ITEMS			RATES	DATES	RATES	DATES	
211—C	TOPSOIL FOR PLANT HOLES, CONTRACTOR FURNISHED	40	CU. YD.	PER CU.YD.	NOT APPLICABLE	PER CU.YD.	NOT APPLICABLE	24" IN MEDIAN AREAS
230—A	SHRUB PLANTING, PARSONS JUNIPER	225	1 GALLON	EACH	UPON REQUEST BY ENGINEER	EACH	UPON REQUEST BY ENGINEER	FULL & HEALTHY PLANT
L00076—230—A	SHRUB PLANTING, DRIFT ROSE 'PEACH'	30	3 GALLON	EACH	UPON REQUEST BY ENGINEER	EACH	UPON REQUEST BY ENGINEER	FULL & HEALTHY PLANT
230—B	TREE PLANTING, 'SLENDER SILHOUETTE' SWEET GUM	41	30 GALLON	EACH	UPON REQUEST BY ENGINEER	EACH	UPON REQUEST BY ENGINEER	FULL & HEALTHY PLANT; SINGLE STRAIGHT TRUNK/TREE FORM; FULL CANOPY; 6' CLEAR TRUNK
230—D001	BED PREPARATION	630	SQ. FT.	PER SQ. FT.	NOT APPLICABLE	PER SQ. FT.	NOT APPLICABLE	APPLIED TO AREAS AS NOTED IN THE PLANS TO RECEIVE SHRUB PLANTING, ADD TREE BARK MULCH TYPE III & ROTO—TILL INTO TOP SOIL TO A MIN. DEPTH OF 6"
ABSORBED	MOISTURE ABSORBANT CRYSTALS	360	OZ	AS REQUIRED	UPON REQUEST BY ENGINEER	AS REQUIRED	UPON REQUEST BY ENGINEER	6 OZ PER 30 GAL (744), 2 OZ PER 15 GAL(66); 1 OZ PER 3/1 GAL(1,605); COST ABSORBED IN TREE & SHRUB ITEMS
ABSORBED	SELECTIVE, PRE—EMERGENCE HERBICIDE	3	LB.	AS REQUIRED	UPON REQUEST BY ENGINEER	AS REQUIRED	UPON REQUEST BY ENGINEER	2 GRAM PER SQUARE FEET OF BED PREPARATION AREA (11,200); COST ABSORBED IN BED PREP PAY ITEM
ABSORBED	SOIL TEST	1						REQUIRED TO BE SUBMITTED IN ADVANCE OF ALL LANDSCAPE CONSTRUCTION ITEMS (ABSORBED IN BED PREP)

**ADDITIVE ALTERNATE
NUMBER 1**

ALL PLANT MATERIAL SHALL MEET THE MINIMUM STANDARDS FOR SPECIFIED CONTAINER SIZE AS DETERMINED BY THE AMERICAN STANDARD FOR NURSERY STOCK.

WEED CONTROL SCHEDULE (SUGGESTED SPRAY SCHEDULE):

INITIAL APPLICATION — PRE EMERGENT HERBICIDE REQ'D AT TIME OF PLANTING. (SURFLAND, BARRACADE, SNAPSHOT, OR APPROVED EQUAL) USE AS DIRECTED PER MANUFACTURERS RECOMMENDATIONS

DURATION OF CONTRACTOR GROWTH AND COVERAGE PERIOD — AS NEEDED SPRAYINGS (EVERY TWO WEEKS MIN.) OF POST EMERGENT HERBICIDE ARE REQUIRED DURING MAINTENANCE PERIOD IF DEEMED NECESSARY BY LANDSCAPE ARCHITECT, AFTER WEED CONTROL ASSESSMENT REVIEW

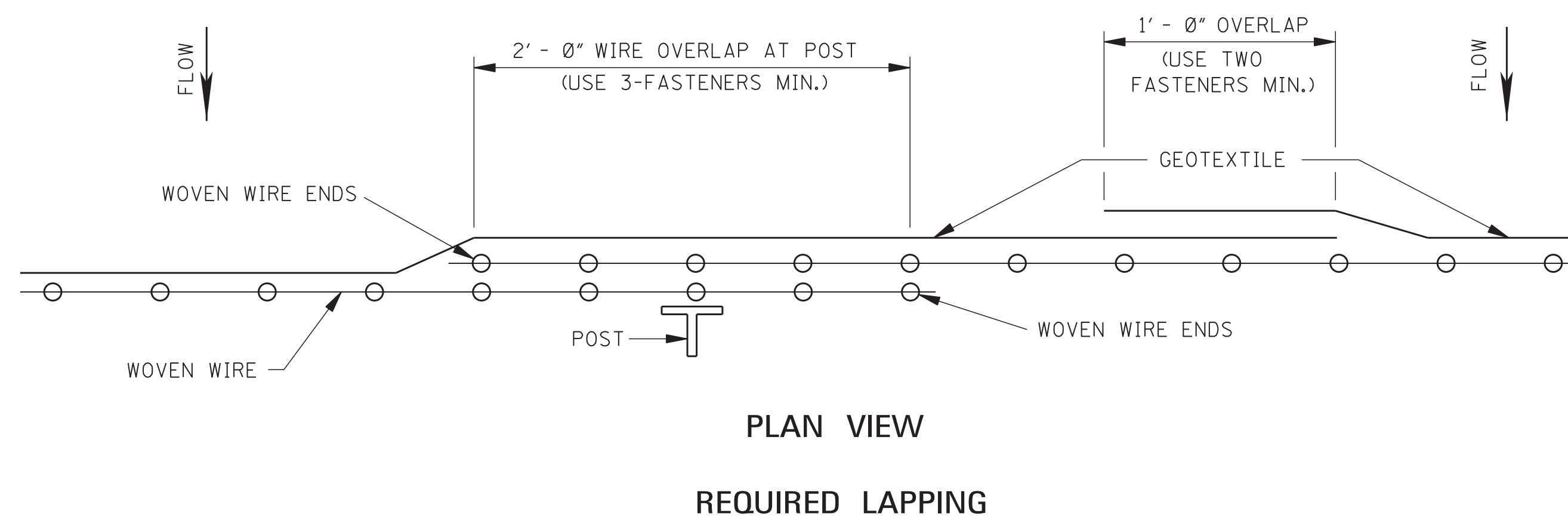
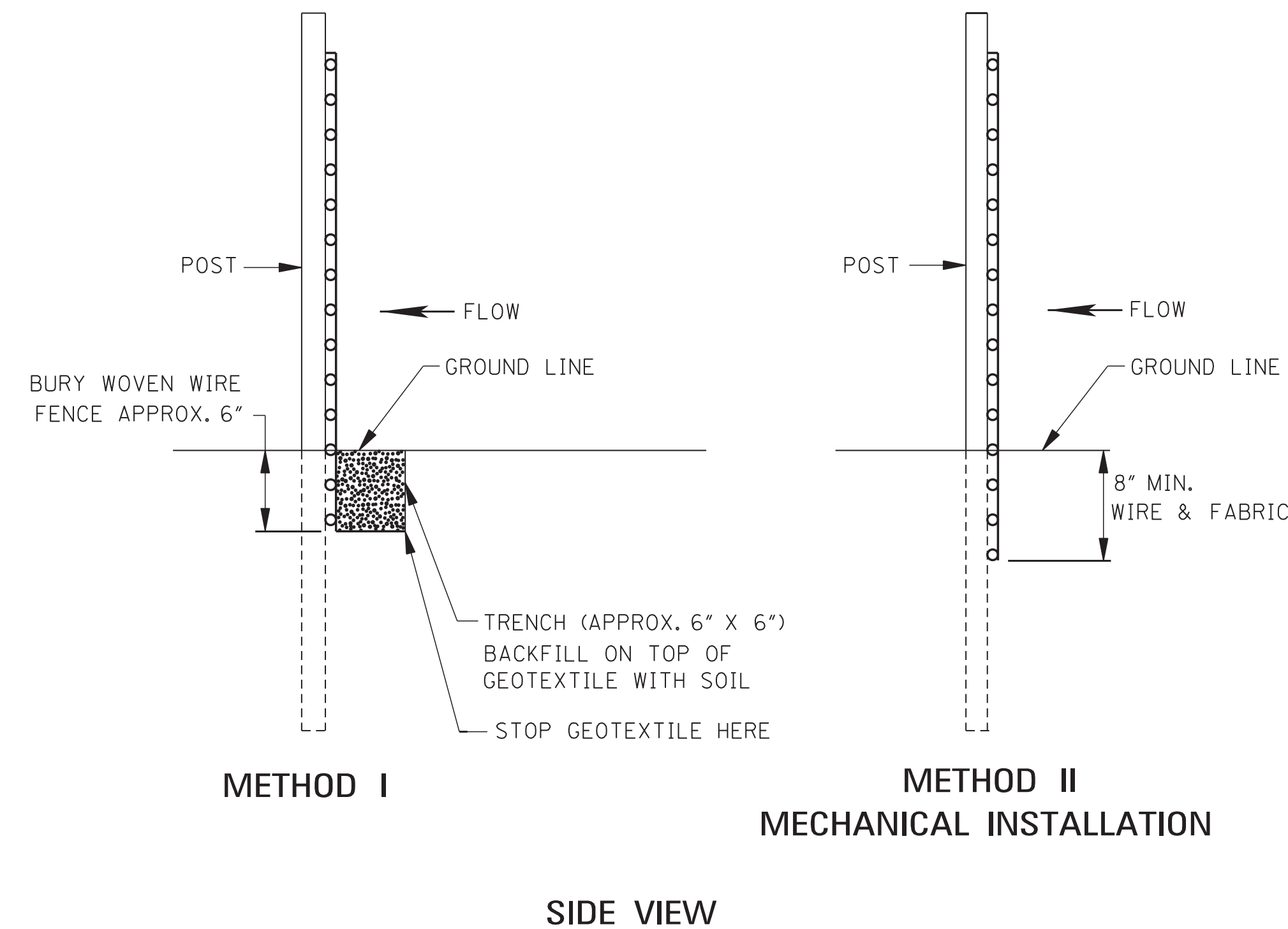
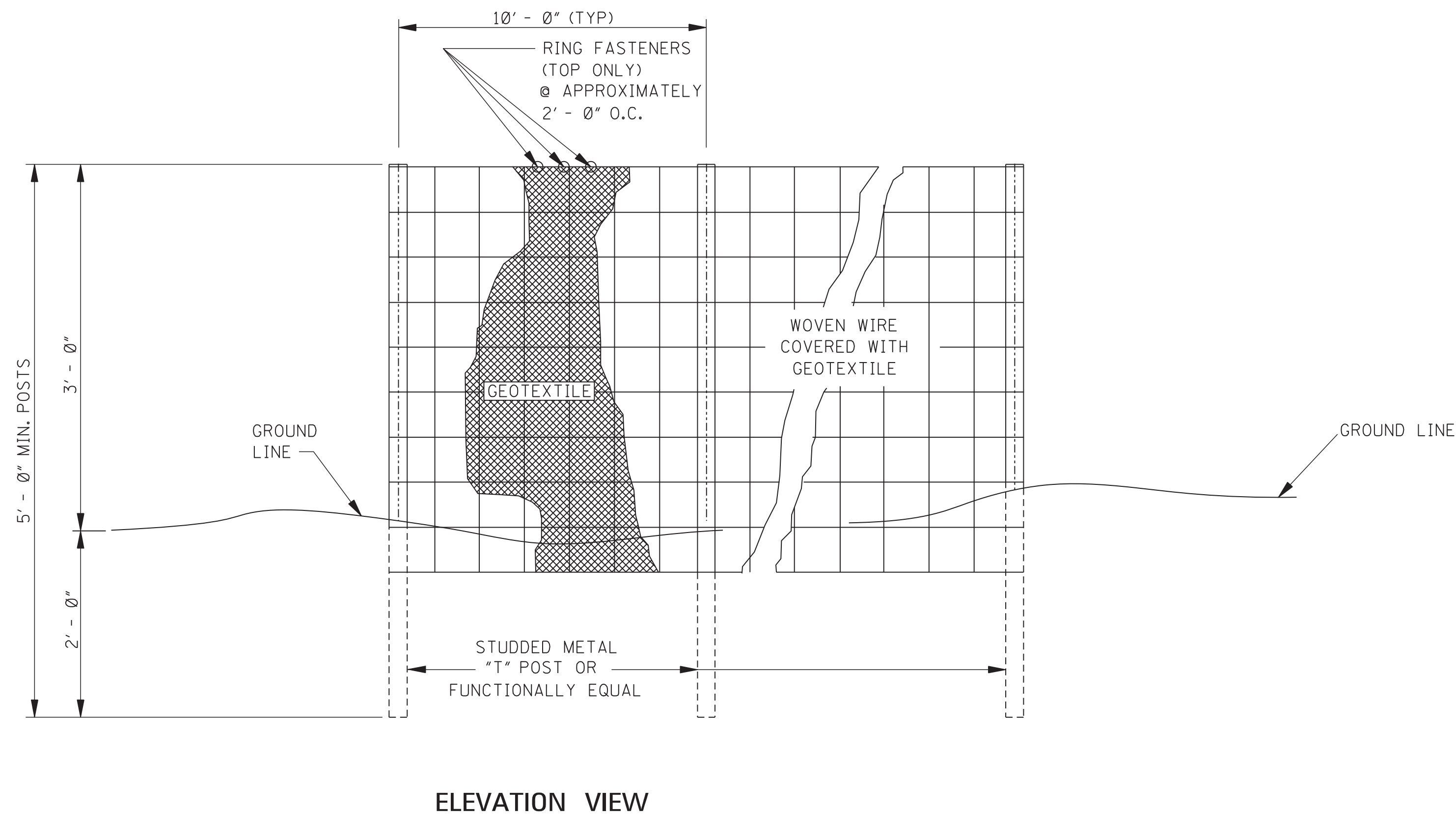
AS NEEDED SPRAY APPLICATIONS — (IMAGE, CERTAINTY, GOAL, OR APPROVED EQUAL) USE AS DIRECTED PER MANUFACTURERS RECOMMENDATIONS.

WEED CONTROL NOTES:

- CONTRACTOR TO PERFORM ON SITE WEED CONTROL ASSESSMENTS EVERY TWO WEEKS (AT A MINIMUM) DURING THE DURATION OF THE GROWTH AND COVERAGE PERIOD.
- CONTRACTOR TO SUBMIT FINDINGS OF WEED CONTROL ASSESSMENTS BACK TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL.
- IF ASSESSMENT FINDS THE PRESENCE OF UNWANTED WEEDS, CONTRACTOR TO FORMULATE AND SUBMIT SPRAY SCHEDULE TO LANDSCAPE ARCHITECT IN ACCORDANCE WITH SUGGESTED SPRAY SCHEDULE (SEE THIS SHEET).
- CONTRACTOR IS RESPONSIBLE FOR RESEARCHING AND BEING FAMILIAR WITH HERBICIDE PRODUCTS AND POTENTIAL RISKS.
- FOR ADDITIONAL REQUIREMENTS SEE SECTION 230.03.14 WITH REGARDS TO PLANT ESTABLISHMENT
- ALL POST PLANTING WEED CONTROL ACTIVITIES PERFORMED BY CONTRACTOR TO BE ABSORBED INTO OTHER ITEMS.

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NOTICE TO DRAWING HOLDER	REVISIONS			DRAWING INFORMATION		16TH AVENUE AND CONCAR STREET IMPROVEMENTS			VEGETATION SCHEDULE	
	NO.	DATE	BY	DESCRIPTION					WORKING NUMBER:	DRAWING NUMBER:
NEEL—SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.					N—S PROJECT NO.: 17192.000	CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY			LS-2	4002
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					DSGN: GPC DATE: 01/2023					
					DRWN: GPC DATE: 01/2023					
					CHKD: DATE:					
					QA/QC: DATE:					



GENERAL NOTES:

1. SILT FENCES SHOULD BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHOULD BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STEAMS AND CHANNELS.
3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
4. WHENEVER POSSIBLE SILT FENCE SHOULD BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AN FACILITATES SEDIMENTATION.
5. THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF DETAIL.
7. WIRE SHALL BE A MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
8. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE.

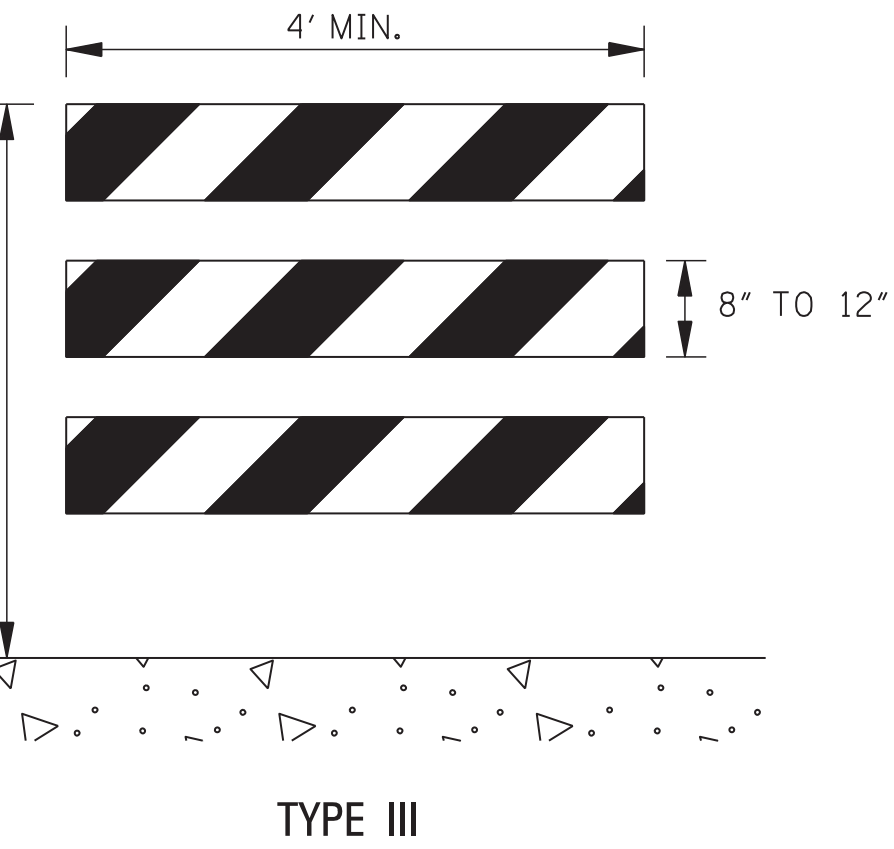
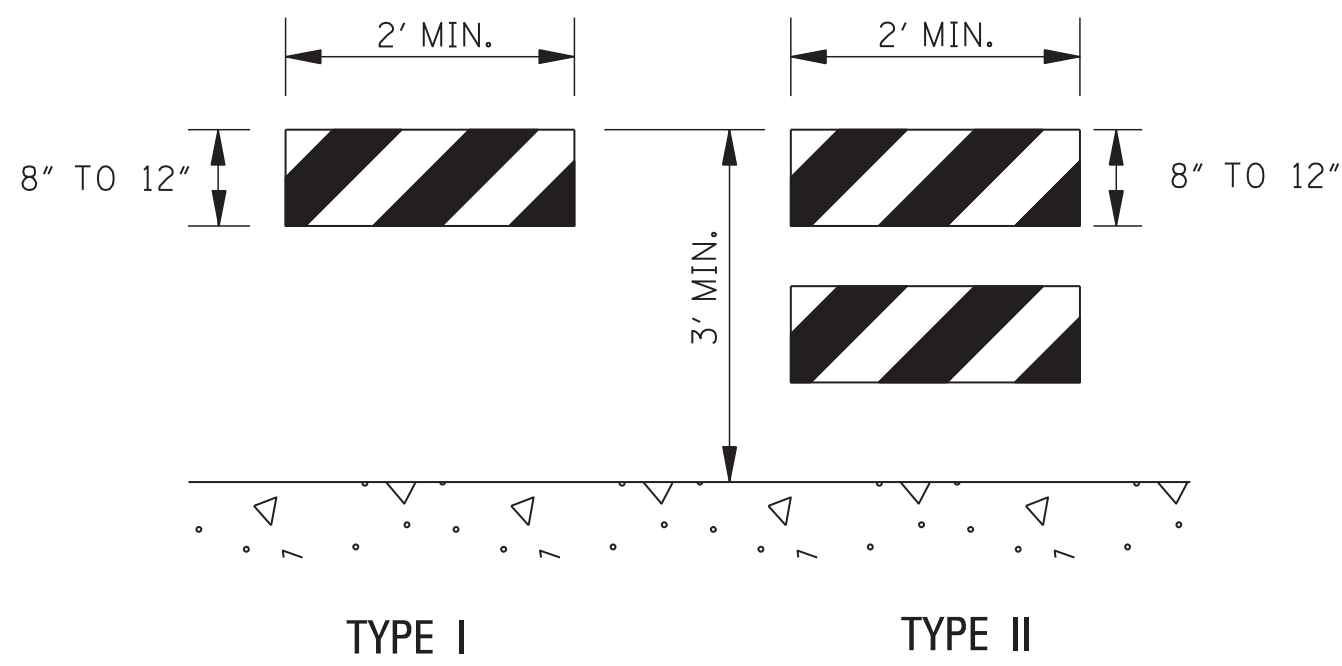
				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
				REVISION		
				DATE	ISSUE DATE: AUGUST 01, 2017	

**DETAILS OF SILT
FENCE INSTALLATION**

**MDOT**
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

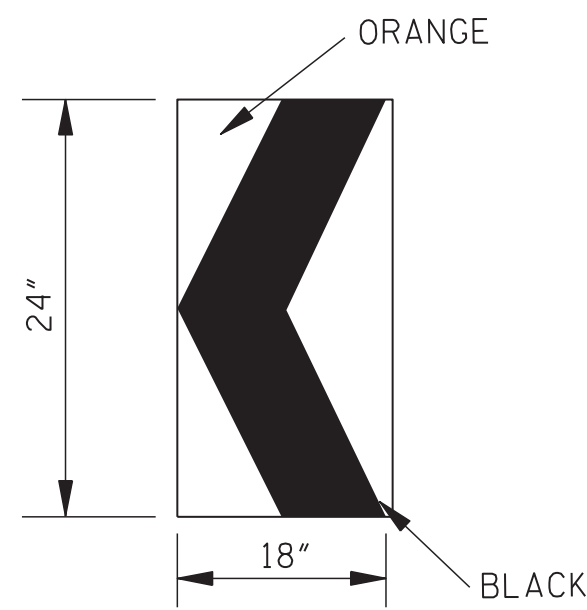
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SHEET NUMBER
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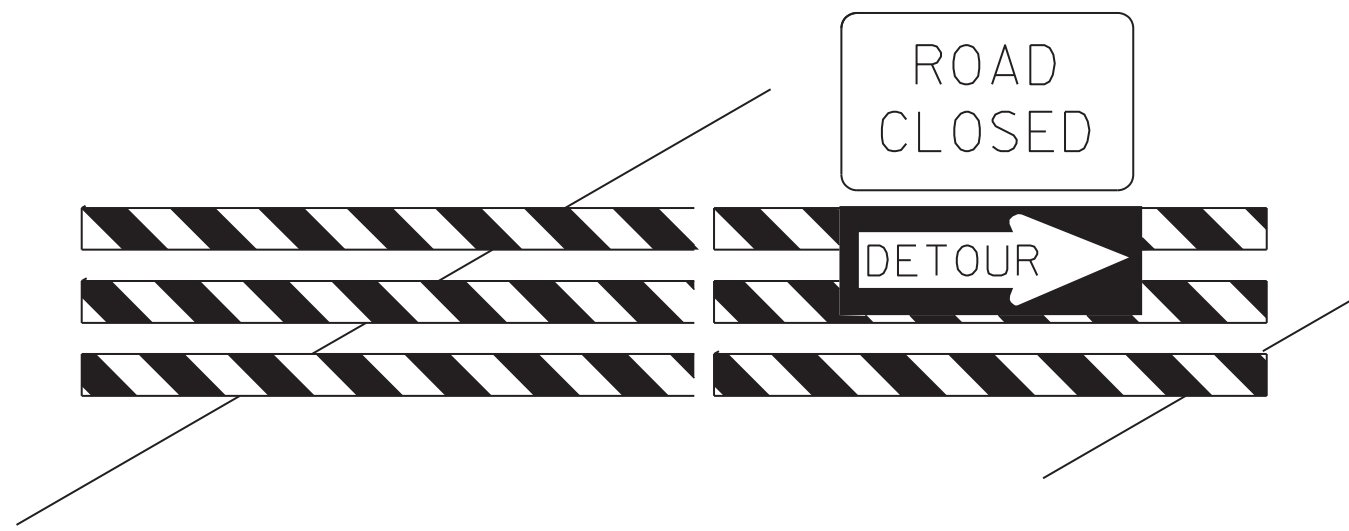
STANDARD BARRICADES

1. THE MARKING FOR BARRICADE RAILS SHALL BE ORANGE AND WHITE (SLOPING DOWNWARD AT AN ANGLE OF 45° IN THE DIRECTION TRAFFIC IS TO PASS).
2. RAIL STRIPE SHOULD BE 6 INCHES, EXCEPT THAT 4-INCH WIDE STRIPES MAY BE USED IF RAIL LENGTHS ARE LESS THAN 36 INCHES.
3. DO NOT PLACE SANDBAGS OR OTHER DEVICES TO PROVIDE MASS ON THE BOTTOM RAIL THAT WILL BLOCK VIEW OR RAIL FACE.
4. FOR ADDITIONAL INFORMATION OR DETAILS, SEE MUTCD, LATEST EDITION.
5. BARRICADES ARE CLASSIFIED BY FHWA AS CATEGORY II WORK ZONE DEVICES WHICH REQUIRE CRASHWORTHINESS ACCEPTANCE LETTERS. TO DATE, 2-IN. THICK TIMBER RAILS HAVE NOT BEEN SUCCESSFULLY CRASH TESTED. A LIST OF CRASHWORTHY BARRICADES AND OTHER CATAGORY II DEVICES CAN BE FOUND ON FHWA'S WEBSITE:
http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/cat2.cfm



CHEVRON SIGN DETAIL

1. A CHEVRON SIGN CONSISTS OF A BLACK CHEVRON TYPE MARKING ON AN ORANGE BACKGROUND AND SHALL POINT IN THE DIRECTION OF TRAFFIC FLOW.
2. THE CHEVRON SIGN SHALL BE MOUNTED ON CRASHWORTHY SUPPORT.
3. CHEVRON SIGNS MAY BE USED TO SUPPLEMENT OTHER STANDARD DEVICES WHERE ONE OR MORE LANES ARE CLOSED FOR CONSTRUCTION OR MAINTENANCE. THEY SHOULD BE PLACED APPROXIMATELY 2'-0" BEHIND THE LANE TRANSITION STRIPE.

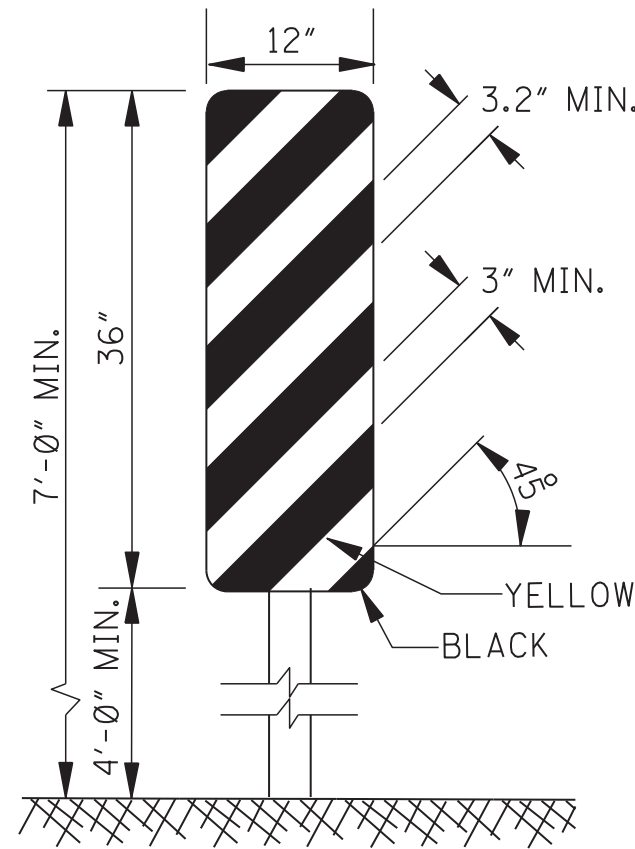


BARRICADE CLOSING A ROAD

BARRICADE CHARACTERISTICS

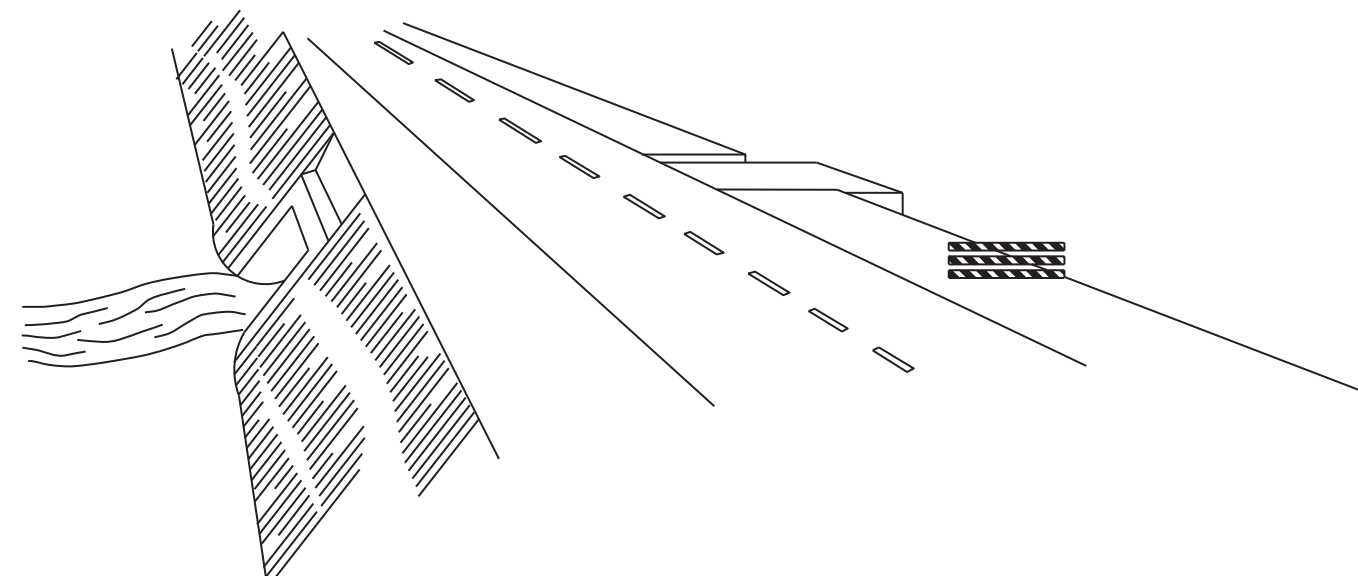
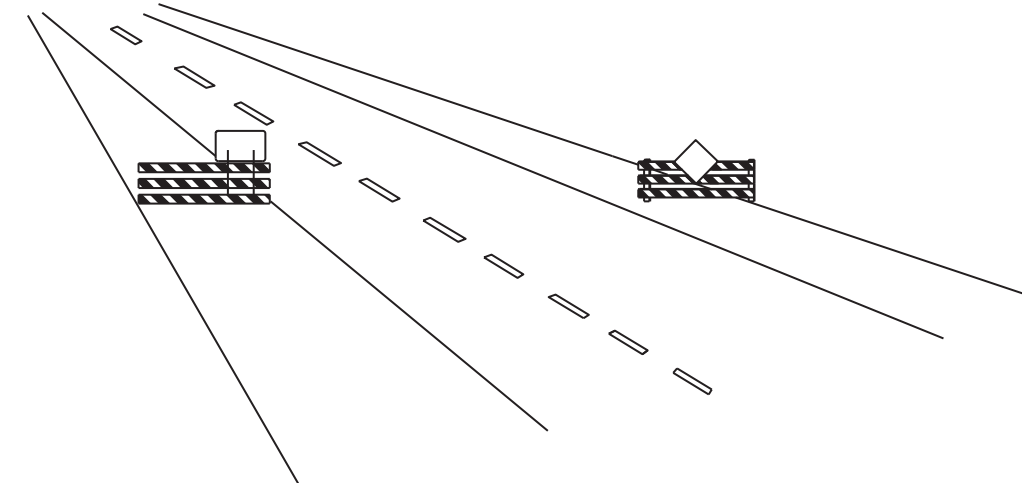
	I	II	III
WIDTH OF RAIL * *	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.
LENGTH OF RAIL **	24" MIN.	24" MIN.	48" MIN.
WIDTH OF STRIPE *	6"	6"	6"
HEIGHT	36" MIN.	36" MIN.	60" MIN.
NUMBER OF RETROREFLECTORIZED RAIL FACES	2 (ONE EACH DIRECTION)	4 (TWO EACH DIRECTION)	3 IF FACING TRAFFIC IN ONE DIRECTION 6 IF FACING TRAFFIC IN TWO DIRECTIONS

- * 1. FOR RAILS LESS THAN 36" LONG, 4" WIDE STRIPES MAY BE USED.
- ** 2. BARRICADES INTENDED FOR USE ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH SPEED ROADWAYS, SHALL HAVE A MINIMUM OF 270 in² OF REFLECTIVE AREA FACING TRAFFIC.



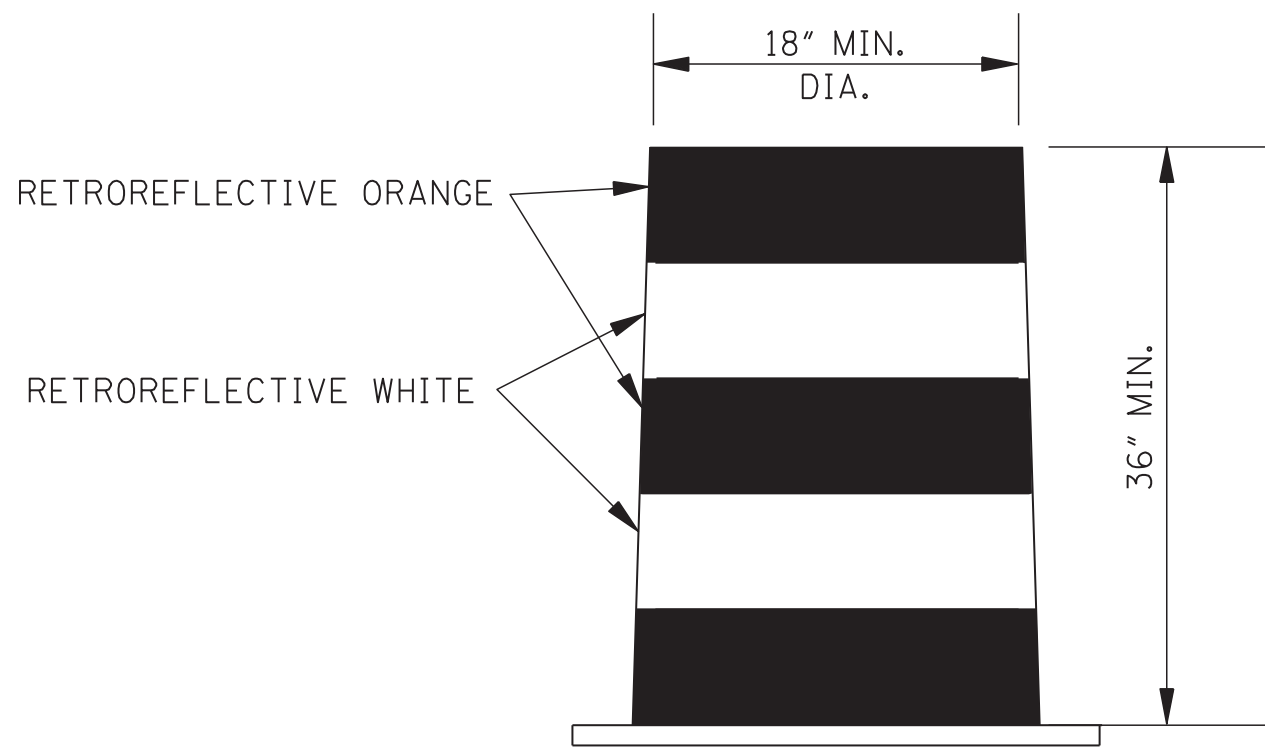
TYPE 3 OBJECT MARKER (OM-3R)

1. TYPE 3 OBJECT MARKERS SHALL BE USED AT ALL EXPOSED BRIDGE ABUTMENTS AND AT OTHER LOCATIONS AS DEEMED NECESSARY BY THE ENGINEER.
2. THE OM-3R IS SHOWN. THE OM-3L IS SIMILAR EXCEPT THE STRIPES SLOPE DOWNWARD FROM THE UPPER LEFT SIDE TO THE LOWER RIGHT SIDE AND SHALL BE PLACED ON THE LEFT SIDE OF THE OBJECT.
3. THE INSIDE EDGE OF THE MARKER SHALL BE IN LINE WITH THE INNER EDGE OF THE OBSTRUCTION.



WING BARRICADES

1. WING BARRICADES ARE TYPE III BARRICADES ERECTED ON THE SHOULDER ON ONE OR BOTH SIDES OF THE PAVEMENT TO GIVE THE SENSATION OF A NARROWING OR RESTRICTED ROADWAY. WING BARRICADES MAY BE USED AS A MOUNTING FOR THE ADVANCE WARNING SIGNS OR FLASHERS.
2. WING BARRICADES SHOULD BE USED:
A. IN ADVANCE OF A CONSTRUCTION PROJECT EVEN WHEN NO PART OF THE ROADWAY IS ACTUALLY CLOSED.
B. IN ADVANCE OF ALL BRIDGE OR CULVERT WIDENING OPERATIONS.



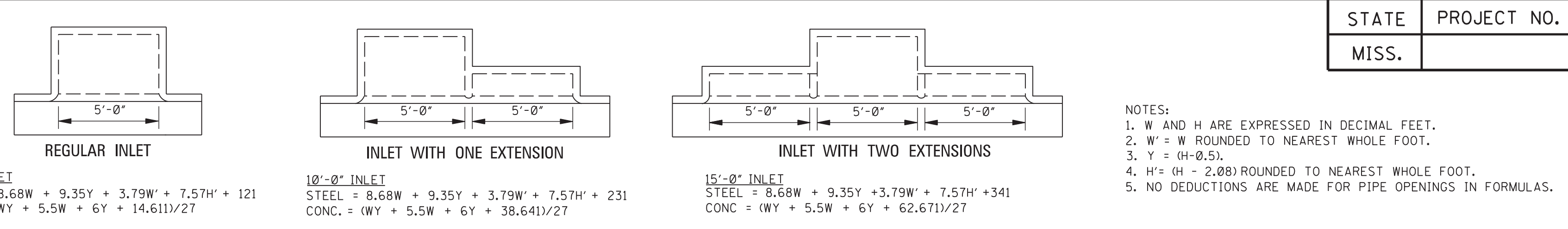
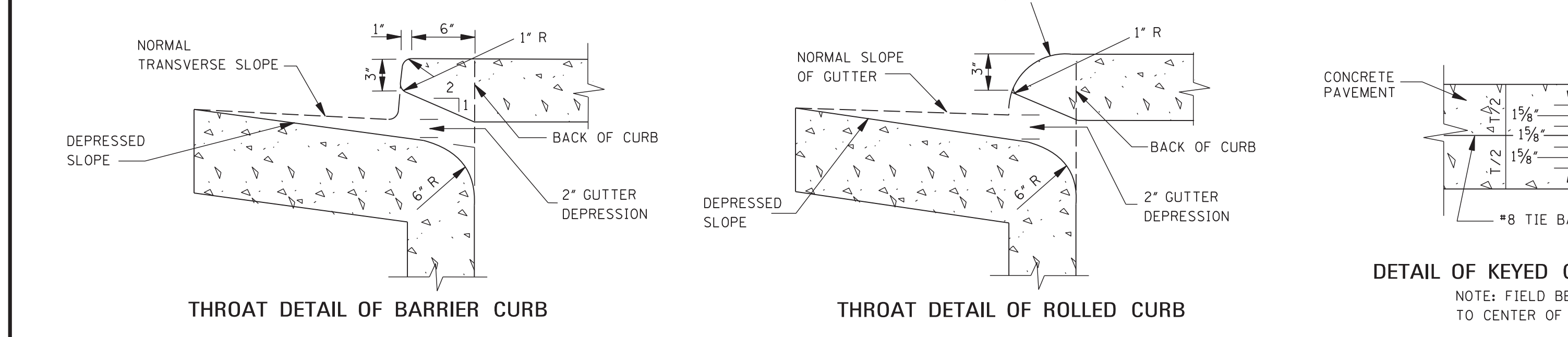
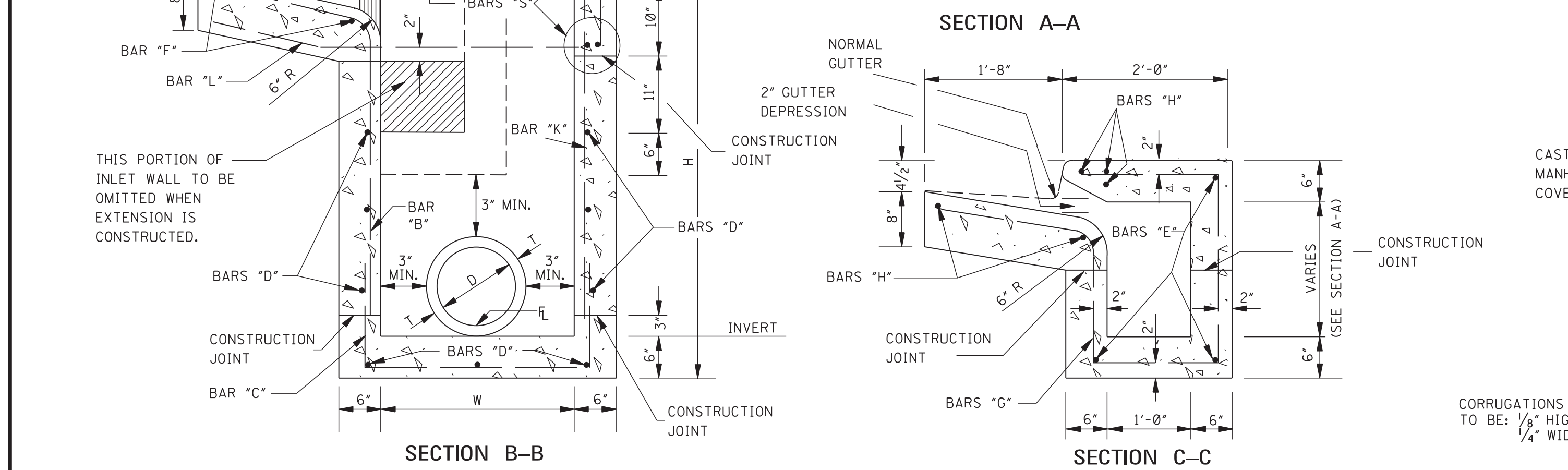
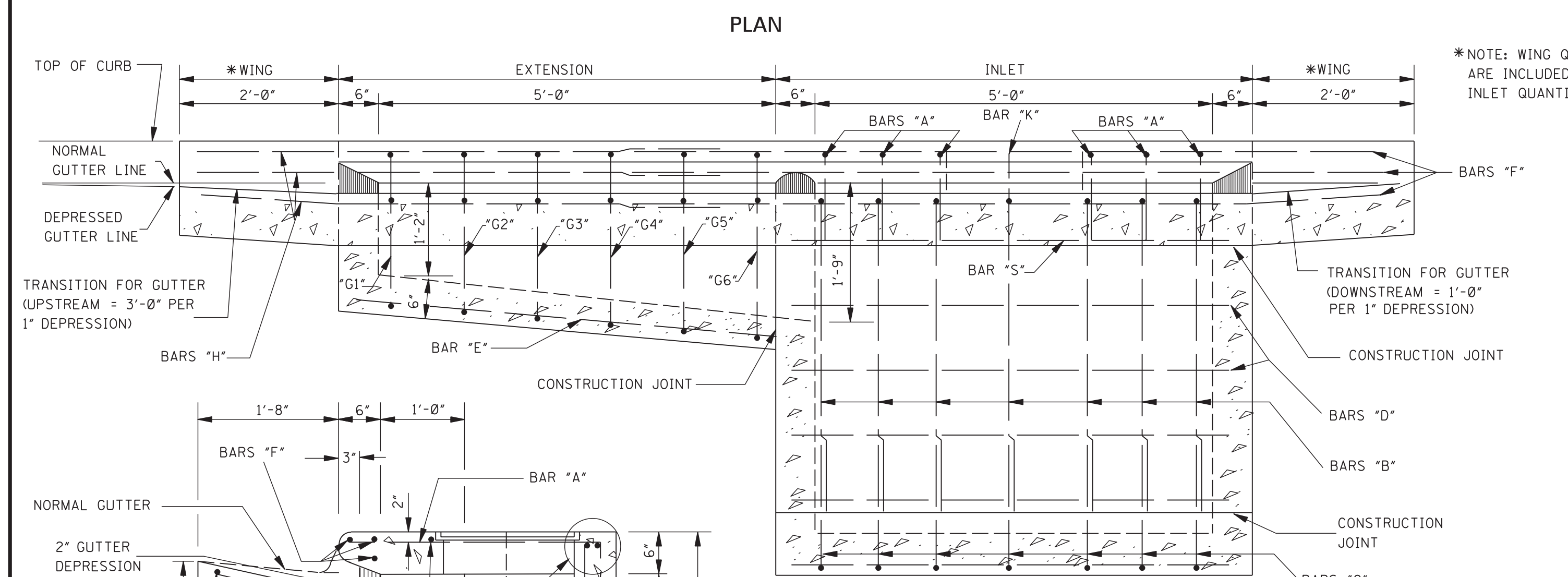
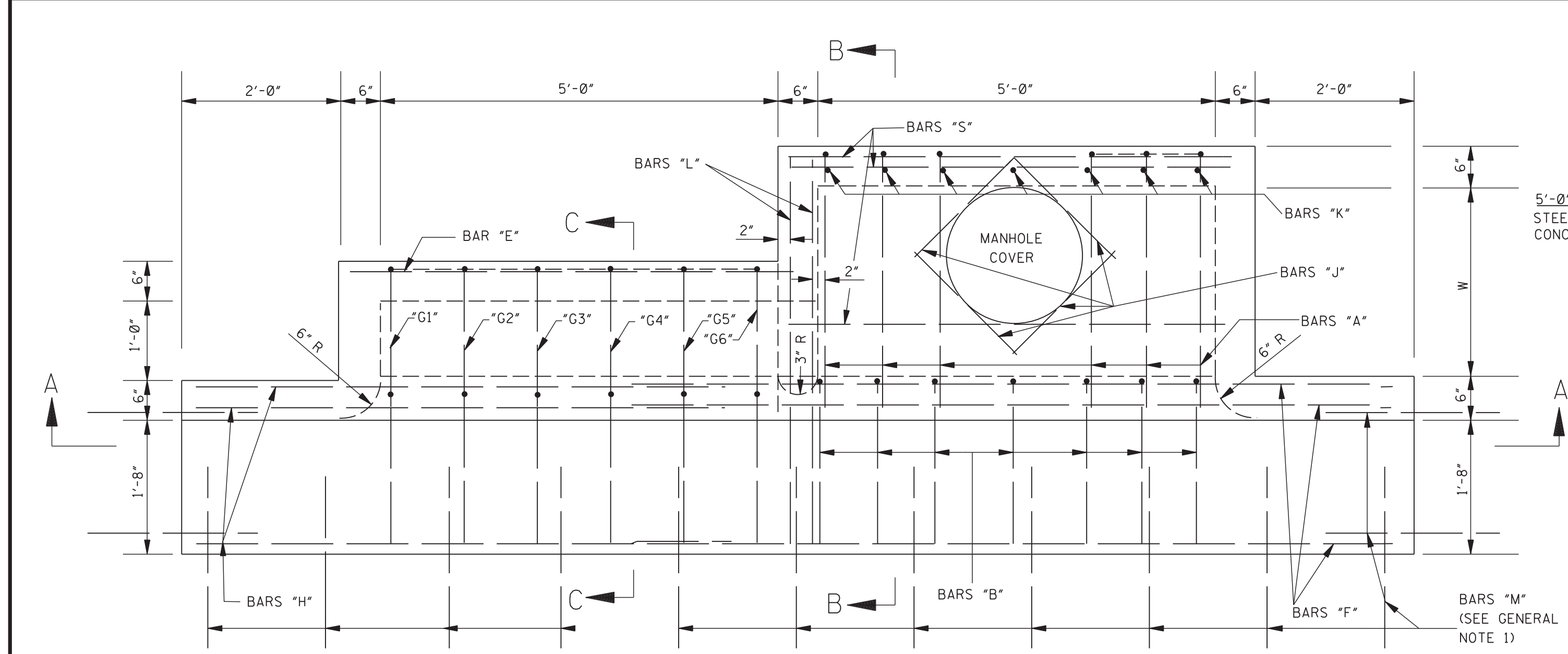
PLASTIC DRUM STRIPING DETAIL

1. PLASTIC DRUMS SHALL BE ON END AND USED AS AN EXPEDIENT METHOD FOR TRAFFIC CHANNELIZATION. THE COLOR AND MARKING OF DRUMS SHALL BE CONSISTENT WITH MARKING STANDARDS FOR BARRICADE. THE PREDOMINANT COLOR ON DRUMS SHALL BE ORANGE WITH FOUR (4) RETROREFLECTIVE, HORIZONTAL, CIRCUMFERENTIAL STRIPES (2 ORANGE & 2 WHITE) 6" WIDE.
2. DRUMS SHOULD NEVER BE PLACED IN THE ROADWAY WITHOUT WARNING SIGNS.
3. WHERE PRACTICAL PLASTIC DRUMS SHOULD BE PLACED NO CLOSER THAN 3'-0" FROM THE EDGE OF TRAVELED LANE.

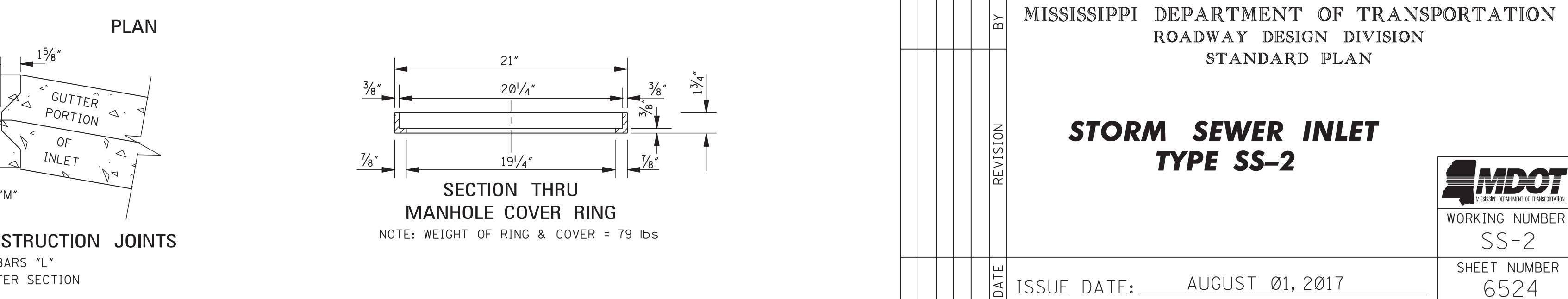
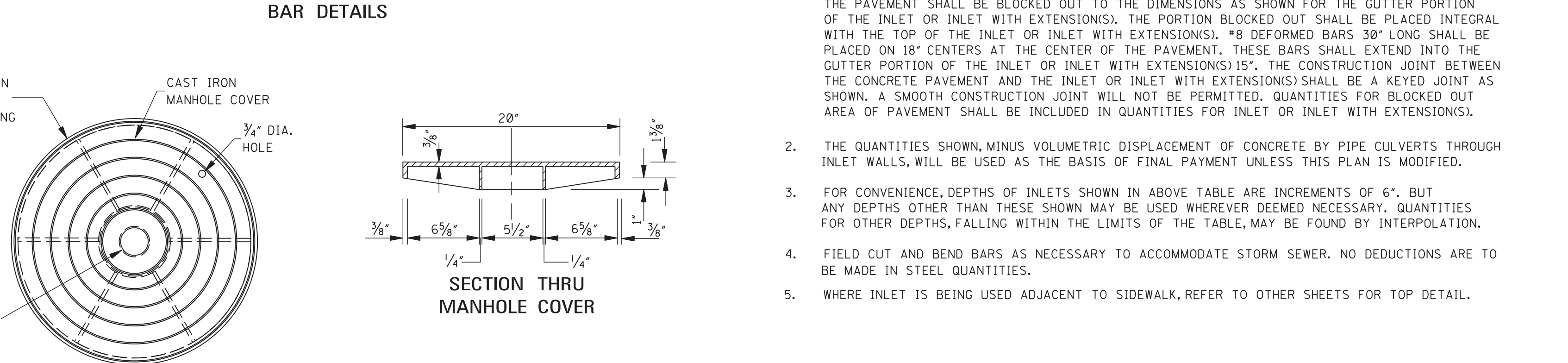
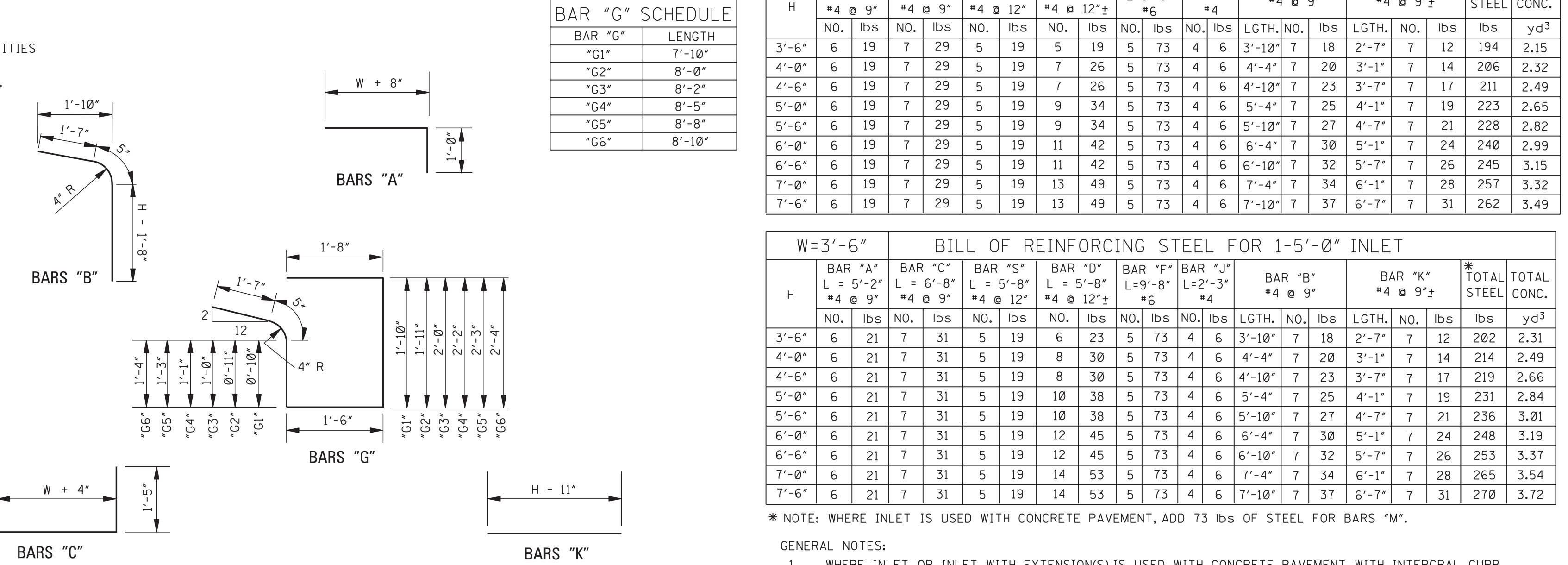
				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	
				DATE	
				ISSUE DATE:	AUGUST 01, 2017

**HIGHWAY SIGN AND
BARRICADE DETAILS
FOR CONSTRUCTION
PROJECTS**


WORKING NUMBER
TCP-8
SHEET NUMBER
6358



PLAN OF INLET AND EXTENSIONS												W=2'-6"												BILL OF REINFORCING STEEL FOR 1-5'-0" INLET													
ADD. CONCRETE PER FOOT OF H				ADD. CONCRETE PER FOOT OF W				QUANTITIES FOR ONE EXTENSION								H		BAR "A" L = 4'-2" #4 @ 9"		BAR "C" L = 5'-8" #4 @ 9"		BAR "S" L = 5'-8" #4 @ 12"		BAR "D" L = 5'-8" #4 @ 12 1/2"		BAR "F" L=9'-8" #6		BAR "J" L=2'-3" #4		BAR "B" #4 @ 9"		BAR "K" #4 @ 9 1/2"		* TOTAL STEEL		TOTAL CONC.	
W	yd ³ /ft	H	yd ³ /ft	BAR	SIZE	LENGTH	SPACING	NUMBER	WEIGHT	NO.	lbs	NO.	lbs	NO.	lbs			NO.	lbs	NO.	lbs	NO.	lbs	LGTH.	NO.	lbs	LGTH.	NO.	lbs	LGTH.	NO.	lbs	yd ³				
2'-6"	0.315	3'-6"	0.315	"E"	#4	5'-8"	AS SHOWN	3	11	3'-6"	6	17	7	27	5	19	5	19	5	73	4	6	3'-10"	7	18	2'-7"	7	12	190	1.99							
3'-0"	0.333	4'-0"	0.333	"G"	#4	SEE SCHEDULE	0'-11"	6	34	4'-0"	6	17	7	27	5	19	7	26	5	73	4	6	4'-4"	7	20	3'-1"	7	14	202	2.15							
3'-6"	0.352	4'-6"	0.352	"H"	#6	6'-9"	AS SHOWN	5	51	4'-6"	6	17	7	27	5	19	7	26	5	73	4	6	4'-10"	7	23	3'-7"	7	17	207	2.31							
4'-0"	0.371	5'-0"	0.370	"L"	#6	4'-9"	AS SHOWN	2	14	5'-0"	6	17	7	27	5	19	9	34	5	73	4	6	5'-4"	7	25	4'-1"	7	19	219	2.47							
4'-6"	0.389	5'-6"	0.389	TOTAL STEEL FOR ONE EXTENSION = 110 lbs																																	
5'-0"	0.408	6'-0"	0.408	TOTAL CONCRETE FOR ONE EXTENSION = 0.89 yd ³																																	
5'-6"	0.426	6'-6"	0.426	[NOTE: WHERE EXTENSION IS USED WITH CONCRETE PAVEMENT, ADD 27 lbs OF STEEL FOR BARS "M".																																	
6'-0"	0.445	7'-0"	0.445																																		



NOTES:
1. W AND H ARE EXPRESSED IN DECIMAL FEET.
2. W = W ROUNDED TO NEAREST WHOLE FOOT.
3. Y = (H-0.5).
4. H' = (H - 2.08) ROUNDED TO NEAREST WHOLE FOOT.
5. NO DEDUCTIONS ARE MADE FOR PIPE OPENINGS IN FORMULAS.

W=3'-0"			BILL OF REINFORCING STEEL FOR 1-5'-0" INLET																	
H	BAR "A" L = 4'-8" #4 @ 9"		BAR "C" L = 6'-2" #4 @ 9"		BAR "S" L = 5'-8" #4 @ 12"		BAR "D" L = 5'-8" #4 @ 12 1/2"		BAR "F" L=9'-8" #6		BAR "J" L=2'-3" #4		BAR "B" #4 @ 9"		BAR "K" #4 @ 9 1/2"		* TOTAL STEEL	TOTAL CONC.		
	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	LGTH.	NO.	lbs	LGTH.	NO.	lbs	yd ³	
3'-6"	6	19	7	29	5	19	5	19	5	73	4	6	3'-10"	7	18	2'-7"	7	12	194	2.15
4'-0"	6	19	7	29	5	19	7	26	5	73	4	6	4'-4"	7	20	3'-1"	7	14	206	2.32
4'-6"	6	19	7	29	5	19	7	26	5	73	4	6	4'-10"	7	23	3'-7"	7	17	211	2.49
5'-0"	6	19	7	29	5	19	9	34	5	73	4	6	5'-4"	7	25	4'-1"	7	19	223	2.65
5'-6"	6	19	7	29	5	19	9	34	5	73	4	6	5'-10"	7	27	4'-7"	7	21	228	2.82
6'-0"	6	19	7	29	5	19	11	42	5	73	4	6	6'-4"	7	30	5'-1"	7	24	240	2.99
6'-6"	6	19	7	29	5	19	11	42	5	73	4	6	6'-10"	7	32	5'-7"	7	26	245	3.15
7'-0"	6	19	7	29	5	19	13	49	5	73	4	6	7'-4"	7	34	6'-1"	7	28	257	3.32
7'-6"	6	19	7	29	5	19	13	49	5	73	4	6	7'-10"	7	37	6'-7"	7	31	262	3.49

W=3'-6"			BILL OF REINFORCING STEEL FOR 1-5'-0" INLET																	
H	BAR "A" L = 5'-2" # 4 @ 9"		BAR "C" L = 6'-8" # 4 @ 9"		BAR "S" L = 5'-8" # 4 @ 12"		BAR "D" L = 5'-8" # 4 @ 12 1/2"		BAR "F" L=9'-8" # 6		BAR "J" L=2'-3" # 4		BAR "B" # 4 @ 9"		BAR "K" # 4 @ 9"		* TOTAL STEEL	TOTAL CONC.		
	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	LGTH.	NO.	lbs	LGTH.	NO.	lbs	yd ³	
3'-6"	6	21	7	31	5	19	6	23	5	73	4	6	3'-10"	7	18	2'-7"	7	12	202	2.31
4'-0"	6	21	7	31	5	19	8	30	5	73	4	6	4'-4"	7	20	3'-1"	7	14	214	2.49
4'-6"	6	21	7	31	5	19	8	30	5	73	4	6	4'-10"	7	23	3'-7"	7	17	219	2.66
5'-0"	6	21	7	31	5	19	10	38	5	73	4	6	5'-4"	7	25	4'-1"	7	19	231	2.84
5'-6"	6	21	7	31	5	19	10	38	5	73	4	6	5'-10"	7	27	4'-7"	7	21	236	3.01
6'-0"	6	21	7	31	5	19	12	45	5	73	4	6	6'-4"	7	30	5'-1"	7	24	248	3.19
6'-6"	6	21	7	31	5	19	12	45	5	73	4	6	6'-10"	7	32	5'-7"	7	26	253	3.37
7'-0"	6	21	7	31	5	19	14	53	5	73	4	6	7'-4"	7	34	6'-1"	7	28	265	3.54
7'-6"	6	21	7	31	5	19	14	53	5	73	4	6	7'-10"	7	37	6'-7"	7	31	270	3.72

- * NOTE: WHERE INLET IS USED WITH CONCRETE PAVEMENT, ADD 73 lbs OF STEEL FOR BARS "M".
- GENERAL NOTES:
- WHERE INLET OR INLET WITH EXTENSION(S) IS USED WITH CONCRETE PAVEMENT WITH INTERGRAL CURB, THE PAVEMENT SHALL BE BLOCKED OUT TO THE DIMENSIONS AS SHOWN FOR THE GUTTER PORTION OF THE INLET OR INLET WITH EXTENSION(S). THE PORTION BLOCKED OUT SHALL BE PLACED INTEGRAL WITH THE TOP OF THE INLET OR INLET WITH EXTENSION(S). #8 DEFORMED BARS 30" LONG SHALL BE PLACED ON 18" CENTERS AT THE CENTER OF THE PAVEMENT. THESE BARS SHALL EXTEND INTO THE GUTTER PORTION OF THE INLET OR INLET WITH EXTENSION(S) 15". THE CONSTRUCTION JOINT BETWEEN THE CONCRETE PAVEMENT AND THE INLET OR INLET WITH EXTENSION(S) SHALL BE A KEYED JOINT AS SHOWN. A SMOOTH CONSTRUCTION JOINT WILL NOT BE PERMITTED. QUANTITIES FOR BLOCKED OUT AREA OF PAVEMENT SHALL BE INCLUDED IN QUANTITIES FOR INLET OR INLET WITH EXTENSION(S).
 - THE QUANTITIES SHOWN, MINUS VOLUMETRIC DISPLACEMENT OF CONCRETE BY PIPE CULVERTS THROUGH INLET WALLS, WILL BE USED AS THE BASIS OF FINAL PAYMENT UNLESS THIS PLAN IS MODIFIED.
 - FOR CONVENIENCE, DEPTHS OF INLETS SHOWN IN ABOVE TABLE ARE INCREMENTS OF 6". BUT ANY DEPTHS OTHER THAN THESE SHOWN MAY BE USED WHEREVER DEEMED NECESSARY. QUANTITIES FOR OTHER DEPTHS, FALLING WITHIN THE LIMITS OF THE TABLE, MAY BE FOUND BY INTERPOLATION.
 - FIELD CUT AND BEND BARS AS NECESSARY TO ACCOMMODATE STORM SEWER. NO DEDUCTIONS ARE TO BE MADE IN STEEL QUANTITIES.
 - WHERE INLET IS BEING USED ADJACENT TO SIDEWALK, REFER TO OTHER SHEETS FOR TOP DETAIL.

***CONTRACT DOCUMENTS AND TECHNICAL
SPECIFICATIONS***

FOR

**16TH AVENUE AND CONCERT STREET
IMPROVEMENTS**

FOR THE

**CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY**



APRIL 2023

PREPARED BY



NEEL-SCHAFER
Solutions you can build upon

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ADVERTISEMENT FOR BIDS

**16TH AVENUE AND CONCERT STREET IMPROVEMENTS
CITY OF HATTIESBURG, MISSISSIPPI**

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Thursday, **May 25**, 2023 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. Work includes sidewalk, lighting, traffic circles, landscaping, traffic table, and signal improvements. When bids are submitted electronically, the same requirements for submitting sealed bids shall apply. Electronic bids shall be submitted online at www.hattiesburgsbids.com and shall include a document representing the cover of the envelope containing the aforementioned criteria.

The above general outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all labor, equipment and materials required by the specifications and the drawings referred to therein.

Bidder must be qualified under Mississippi Law and show current Certificate of Responsibility issued by the Mississippi State Board of Public Contractors establishing his classification as to the value and type of construction on which he is authorized to bid.

Each Bidder shall write his Certificate of Responsibility Number on the outside of the sealed envelope containing his proposal.

Proposals shall be submitted in duplicate, sealed and deposited with the Owner prior to the hour and date hereinbefore designated. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so-called Golden Rule is followed state law requires a non-resident bidder is to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

Each Bidder must deposit with his proposal, a Bid Bond or Certified Check in an amount equal to five percent of his bid, payable to the Owner, as bid security. Bidders shall also submit a current financial statement, if requested, by the Owner. The successful bidder will be required to furnish a Payment Bond and Performance Bond each in the amount of 100 percent of the contract amount.

Bid documents are being made available via paper copy or pdf. All interested bidders are required to log-in or register for an account at www.hattiesburgsbids.com OR www.neel-schafferplans.com to view and order Bid Documents. All plan holders are required to have a valid email address for registration. Bid documents are non-refundable and must be purchased through the website. Questions regarding website registration and online orders please contact Plan House Printing at (601) 336-6378.

"Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition" as referred to herein, may be purchased from the Mississippi Department of Transportation.

The Owner hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Engineer is Neel-Schaffer, Inc., 704 Hardy Street, Hattiesburg, Mississippi 39401; Phone No. (601) 545-1565, Email: geoffrey.crosby@neel-schaffer.com. Geoffrey Crosby, P.E. – Senior Project Manager.

The Owner reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

BY: _____
City Clerk
City of Hattiesburg, Mississippi

DATES OF PUBLICATION:

April 23, 2023

April 30, 2023

INSTRUCTIONS TO BIDDERS

16TH AVENUE AND CONCERT STREET IMPROVEMENTS CITY OF HATTIESBURG, MISSISSIPPI

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1. COORDINATION OF SPECIFICATIONS

Work under this Contract shall be performed in accordance with the Contract Documents, which includes General Conditions, Supplementary Conditions and Technical Specifications contained therein. Division 200 through 800 of the *Mississippi Standard Specifications for Road and Bridge Construction*, 2017 Edition (can be downloaded at www.gomdot.com) is made a part hereof as if it were attached hereto, except where superseded and/or supplemented by the technical specifications and special provisions contained herein.

2. DATE AND PLACE OF OPENING OF PROPOSALS

The date, time, and place for opening Proposals will be as set out in the published "Advertisement for Bids."

The Owner reserves the right to postpone the date for presentation and opening of Proposals and will give notice of any such postponement to each known prospective Bidder.

3. FORM FOR PROPOSALS

Proposals must be submitted on the forms furnished by the Owner and the envelope (if not submitted electronically) containing the Proposals must be addressed to:

City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

The outside of the envelope (if not submitted electronically) containing the Proposal shall bear the inscription:

**SEALED BID FOR: 16TH AVENUE AND CONCAR STREET IMPROVEMENTS
CITY OF HATTIESBURG, MISSISSIPPI**

BY _____

Certificate of Responsibility No. _____

State License No. _____

If Proposals are forwarded by the U.S. Postal Service, delivery shall be by Registered or Certified Mail.

4. PREQUALIFICATION

All Bidders must be in good standing with the Owner. Bidders who are not in good standing with the Owner will not be considered for award of the contract. Good standing includes, among other things: (a) whether Bidder has failed to successfully complete the work or punchlist items under another Owner contract; (b) whether Bidder is currently, or has been in the past five years, involved in litigation with the Owner regarding work under another Owner contract, either as a general contractor or subcontractor; (c) whether Bidder has been or is currently in default under another Owner contract the past five years. with the Owner; or (d) whether Bidder has failed to fulfill provisions of another Owner contract within the past five years.

5. CERTIFICATE OF RESPONSIBILITY

Prior to filing Bids on Owner projects (in excess of \$50,000), the prospective Bidder must obtain a Certificate of Responsibility from the Mississippi State Board of Public Contractors, establishing his classification as to the value and the type of construction on which he is authorized to bid. Application must be submitted to the Board at least 30 days prior to a regular Board meeting scheduled every Quarter on the first Tuesday of January, April, July and October.

6. ANNUAL LICENSE TO BID (Not Used)

7. CHARGES FOR PROPOSALS, PLANS AND SPECIFICATIONS

Prospective Bidders may obtain Proposal forms as stipulated in the "Advertisement for Bids." Charges are not set by the Engineer but by the website.

8. OMISSIONS AND DISCREPANCIES

Should a Bidder find discrepancies, errors or omissions in the Drawings or Specifications, or should he be in doubt as to the correctness of the Plan details, dimensions and layout, he should immediately notify the Engineer in order to permit checking and any necessary revisions or modifications.

9. ADDENDA

Prior to the date set for opening of Bids, the right is reserved, in the interests of the Owner, as it may require, to revise or amend the Contract Documents. Such revisions, if any, will be announced by an Addendum or Addenda, and copies of such Addenda will be furnished to all prospective Bidders who have purchased Plans and Specifications for acknowledgment. If the revisions and Addenda are of a nature which require material changes in quantities or prices Bid, or both, the date set for opening Bids may be postponed to enable Bidders to revise their Bids. In such case, the Addendum or Addenda will include an announcement of the new date for opening Bids.

10. INTERPRETATIONS

No oral interpretation made to any Bidder as to the meaning of the Contract Documents shall be considered an effective modification of any of the provisions of the Contract Documents. In order to ensure appropriate and concise responses, and avoid any misinterpretations, no verbal questions will

be received. Written requests for interpretation of the Plans and Specifications shall be submitted to the Engineer at least 10 days prior to opening of Proposals so that a formal decision can be given in writing to all known prospective Bidders in the form of an Addendum. The Contract Document contains the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

11. BID SECURITY

All Bids shall be accompanied by a Bid Security in the form of a Certified Check upon a national or state bank or a Bid Bond made by a bonding company registered in the State of Mississippi, drawn and made payable to the Owner in an amount equal to five percent of the Bid. The Certified Check or Bid Bond must be enclosed in the same envelope with the Bid. Except as noted below, the Bid Security of all known unsuccessful Bidders will be returned promptly after a Notice of Award has been sent to the successful Bidder or in the event that all Bids are rejected.

The Bid Security of the next two lowest qualified Bidders will be retained until the Contract has been executed with the lowest qualified Bidder. The Bid Security of the successful Bidder will be returned when satisfactory Performance and Payment Bonds have been furnished and approved and the Contract executed.

12. GENERAL INFORMATION

Bidders shall inform themselves and comply with all pertinent Owner regulations and ordinances, State and Federal laws, licenses and tax liabilities which may in any manner affect their Bids and the prosecution of the work. The successful bidder will be responsible for obtaining all building, plumbing, and electrical permits required by the local city government. Special attention is directed to the rules and regulations published by the Mississippi State Tax Commission outlining certain taxes imposed on Contractors by the state of Mississippi.

13. REJECTION OF PROPOSAL

Proposals may be rejected in the case of any omission, alterations of forms, additions or conditions not called for, unauthorized alternate Bids, incomplete Bids, erasures or irregularities of any kind. Bids received conditioning their consideration or rejection upon Bids for the other work submitted by the same Bidder may be classed as irregular, unless the Contract Documents specifically invite or permit conditional or combination Bids. Bids in which the prices obviously are unbalanced may be rejected.

14. CONDITIONS OF WORK

Each Bidder must inform himself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of his Contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

15. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the Executed Contract, the Contractor shall furnish a

Performance Bond and a Payment Bond each in the sum of 100% of the Contract amount as security for faithful performance of his Contract and for the payment of all persons performing labor on the Project under his Contract and furnishing materials in connection with his Contract, as specified in the Contract Documents. The surety of such Bonds shall be issued by a duly authorized surety company listed on the Treasury Department's most current list Circular 570 (as amended) and satisfactory to the Owner.

Attorneys in fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their Power of Attorney. Failure of the successful Bidder to execute the Contract and to supply the required bonds within 10 calendar days from the date that the Notice of Award is delivered, or within such extended period as the Owner may grant based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner, at his discretion, may either award the Contract to the next lowest qualified Bidder or readvertise for Bids, and may charge against the Bidder the difference between the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable bid is received by readvertising, the defaulting Bidder shall have no claim against the Owner for a refund. The Contractor's bond will not be released until all provisions of the Contract have been fulfilled.

16. INSURANCE

The Contractor will be required to carry the types and amounts of insurance named in the Contract Documents for the full life of the Contract.

17. SUBCONTRACTORS

Bidders are specifically advised that any person, firm or other party to whom it is proposed to award a Subcontract must be acceptable to the Owner. Nothing contained in the Contract Documents shall create any contractual relation between subcontractor and the Owner.

18. METHOD OF AWARD – LOWEST RESPONSIVE BIDDER

The Owner will award the Contract to the lowest and best Bid unless all Bids are rejected. The award will be based on the evaluation of the low bid for the total base bid or the total alternate bid as decided upon by the Owner.

The responsiveness of the low Bidder shall be determined by (1) the completeness and regularity of the Bidders Proposal; (2) the Bidders Proposal being without exclusions or special conditions; (3) the Bid Form having no alternative Bids for any item unless requested in the Technical Specifications; and (4) such other factors as may be considered under State law, Federal law or regulation.

The evaluation of the low bidder will be based on whether the Bidder (1) maintains a permanent place of business; (2) has adequate plant equipment to do the work properly and within the time limit that is established; (3) has adequate financial status to meet his obligations contingent to the work; (4) has adequate manpower and present workload is such that he can perform according to a reasonable schedule; and (5) such other factors as may be considered under State law, Federal law or regulation.

19. OBLIGATION OF BIDDER

At the time of the opening of Bids, each Bidder will be presumed to have inspected the site and to

have read and to be thoroughly familiar with the Plans and Contract Documents (including all Addenda).

The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to his Bid. Submission of Bid shall be accepted as prima facie evidence that Bidder has inspected the site and is familiar with the Plans and Contract Documents.

20. SUBSURFACE DATA

Not Used.

21. EXECUTION OF CONTRACT

If the successful Bidder is a corporation, the officer who signs the Contract shall furnish copies of the resolution of the Directors of the corporation authorizing him to sign the contract. Such resolution should bear the seal of the corporation.

Subject to the applicable provisions of law, the Contract shall be in full force and effect only from and after the date when a fully executed and approved counterpart thereof has been rendered or delivered, or both, to the Contractor or his duly authorized agent or representative. Deposit of said counterpart in the United States mail in an envelope or wrapper properly addressed shall constitute compliance with these provisions by the Owner.

22. INTERCHANGEABLE TERMS

The terms "Bid" and "Proposal" wherever they are used in the Contract Documents are interchangeable and have the same meaning. The terms "Contract" and "Agreement", are interchangeable and have the same meaning. The terms "Contract Drawings" and "Plans", are interchangeable and have the same meaning.

23. QUALIFICATIONS OF BIDDER, OWNER'S RIGHTS

The Owner may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

24. MATERIALS AND EQUIPMENT

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a manufacturer, fabricator, supplier, or distributor, the naming of the item in this manner is intended to establish the type, function and quality required. Materials or equipment of other manufacturers, fabricators, suppliers, or distributors may be accepted by the Engineer if sufficient information is submitted by the Contractor to allow the Engineer to determine that the material or equipment proposed is equivalent to that named in the Contract Documents. Bidders are referred to Section 6.3 of the General Conditions regarding procedures for approval of substitute materials and equipment.

25. NON-RESIDENT BIDDERS

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident Bidder's state awards contractors to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so called "Golden Rule" is followed, state law requires a non-resident Bidder to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

26. DESIGNATING OWNER AND ENGINEER

Any reference in the Contract Documents to the State of Mississippi, Mississippi Department of Transportation, Mississippi Transportation Commission, or any official thereof shall be interpreted to mean the City of Hattiesburg, Mississippi, the "Owner".

Any reference in the Standard Specifications to the Project Engineer, District Engineer, Office Engineer, or Engineer shall be interpreted to mean the Engineer for the City of Hattiesburg, Mississippi, Neel-Schaffer, Inc.

27. MATERIALS TESTING AND CONSTRUCTION STAKING

The Contractor shall be responsible for all testing of materials associated with the project. Materials shall be tested in accordance to the requirements and frequencies outlined in the *Mississippi Standard Specifications for Road and Bridge Construction* (2017 Edition), and shall be considered an absorbed item.

Contractor shall be responsible for all construction staking as specified (cost absorbed). Construction staking shall also include earthwork quantity calculations for applicable pay items.

28. CONTRACT TIME

The Contractor shall commence the work required by the Contract Documents within 10 calendar days after the date of the Notice to Proceed and will retain substantial completion for the base bid within **90** consecutive calendar days of the Notice to Proceed date unless the period for completion is extended otherwise by the Contract Documents.

An additional 14 calendar days will be added if Additive Alternate No. 1 is awarded.

An additional 14 calendar days will be added if Additive Alternate No. 2 is awarded.

An additional 60 calendar days will be added if Additive Alternate No. 3 is awarded.

BIDDER'S PROPOSAL

**16TH AVENUE AND CONCERT STREET IMPROVEMENTS
CITY OF HATTIESBURG, MISSISSIPPI**

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BIDDER'S PROPOSAL

**16TH AVENUE AND CONCAR STREET IMPROVEMENTS
CITY OF HATTIESBURG, MISSISSIPPI**

DATE: _____, 20____

PROPOSAL OF _____
(Name of Bidder)

(Address of Bidder)

for construction of the 16th Avenue and Concart Street Improvements

The documents on which this Proposal is based include the Instructions to Bidders, Bid Forms, General Conditions, Supplementary Conditions, Supplemental General Conditions, Technical Specifications, Contract Drawings, and all supplements, amendments and addenda for this Project and are made a part hereof by reference.

**TO: CITY OF HATTIESBURG
200 FORREST STREET
HATTIESBURG, MISSISSIPPI 39401**

Gentlemen:

The following Proposal is submitted on behalf of the undersigned Bidder(s) and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is submitted without collusion on the part of any person, firm or corporation.

I (We), the undersigned Bidder(s), certify that I (we) have carefully examined the Instructions to Bidders, Bid Forms, General Conditions, Supplemental Conditions, Technical Specifications, Contract Drawings and any and all Addenda thereof.

I (We) further certify that I, (we) have visited and carefully examined the site of the proposed Work and have inspected the location and condition of all public utilities and existing structures or other facilities on the site or adjacent thereto which may be affected by the proposed construction and fully understand all conditions relative to construction difficulties, hazards, labor, transportation and all other factors affecting the prosecution of the work covered by this Proposal.

I (We) understand that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid. No increase in quantities of work shall be performed until a written change order is duly executed in advance and approved in the public minutes of the Owner.

In accordance with the requirements of the Instructions to Bidders, Bid Forms, Federal Supplement to Bidder's Proposal, Technical Specifications, General Conditions, Supplementary Conditions, Contract Drawings, and any Addenda, I (we) propose to furnish all necessary materials, equipment, labor, tools and

other means of construction and will do all Work called for by the Contract Documents within the specified Contract Time. The following is my (our) itemized proposal for the project:

Prices Bid and Approximate Quantities – Base Bid

**16TH AVENUE AND CONCERT STREET IMPROVEMENTS
CITY OF HATTIESBURG, MISSISSIPPI**

Pay Item	Description	Qty	Unit	Unit Price	Price Extension
202-B	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS (INC. SAW CUT)	855	SY		
202-B	REMOVAL OF CURB & GUTTER, ALL TYPES	85	LF		
202-B	REMOVAL OF CONCRETE SIDEWALK, ALL DEPTHS (INC. SAW CUT)	80	SY		
202-B	REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS (INC. SAW CUT)	510	SY		
202-B	REMOVAL OF BRICK	70	SF		
202-B	REMOVAL OF STRIPE, 6" EQUIVALENT	310	LF		
202-B	REMOVAL OF SIGN AND POSTS, ALL TYPES	1	EACH		
202-B	REMOVAL OF SCHOOL FLASHER ASSEMBLY	1	EACH		
202-B	REMOVAL OF SIGNS, ALL SIZES	4	EACH		
202-B	REMOVAL OF TRAFFIC SIGNAL HEAD	1	EACH		
202-B	REMOVAL OF SHRUB PLANTING	2	EACH		
202-B	REMOVAL OF INLETS, ALL TYPES AND SIZES	1	EACH		
202-B	REMOVAL OF UNDERGROUND ELECTRIC WIRE	60	LF		
203-EX	BORROW EXCAVATION, AH, FME, CLASS B9	250	CY		
203-G	EXCESS EXCAVATION, FM, AH	250	CY		
211-B	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	125	CY		
216-B	SOLID SODDING, CENTIPEDE	520	SY		

00300-4

219-A	WATERING	85	KGAL	\$20	\$1700
234-A	TEMPORARY SILT FENCE	420	LF		
907-242-PP	CONSTRUCTION OF RAISED CROSSWALK, PER PLANS	1	LS	XXXX	
246-B	ROCKBAGS	50	EACH		
304-G	SIZE 610 CRUSHED STONE BASE, AEA	90	CY		
403-A	9.5-MM, ST, ASPHALT PAVEMENT	30	TON		
403-A	19-MM, ST, ASPHALT PAVEMENT	60	TON		
601-B	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	4	CY		
602-A	REINFORCING STEEL	235	LBS		
604-A	CASTINGS	79	LBS		
608-A	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	620	SY		
608-C	DETECTABLE WARNING PANELS	155	SF		
609-D	COMBINATION CONCRETE CURB AND GUTTER, TYPE I MODIFIED	1260	LF		
907-611-PP	BRICK PAVERS, PER PLANS	295	SF		
618-A	MAINTENANCE OF TRAFFIC	1	LS	XXXX	
620-A	MOBILIZATION	1	LS	XXXX	
626-G	THERMOPLASTIC DETAIL STRIPE, WHITE	550	LF		
626-G	THERMOPLASTIC DETAIL STRIPE, YELLOW	140	LF		
626-H	THERMOPLASTIC LEGEND, WHITE, 6" EQUIVALENT	700	LF		
626-H	THERMOPLASTIC LEGEND, WHITE	235	SF		
627-K	RED-CLEAR REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	2	EACH		
627-L	TWO-WAY YELLOW REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	6	EACH		
907-630-A	REMOVE AND RESET SIGNS AND POST	1	EACH		

630-A	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	38	SF		
630-C	STEEL U-SECTION POSTS, 3.0 TP 3.5 LB/FT	42	LF		
907-632-C	MODIFY EXISTING TRAFFIC SIGNAL CABINET ASSEMBLY	1	EACH		
635-A	TRAFFIC SIGNAL HEAD, TYPE 7	1	EACH		
907-683-PP	LIGHTING ASSEMBLY, LOW MAST, TYPE 15-1-0-LED, PER PLANS	7	EACH		
682-A	UNDERGROUND BRANCH CIRCUIT, AWG 10, 3 CONDUCTOR	400	LF		
682-A	BRANCH CIRCUIT WIRE, AWG 10, 3 CONDUCTOR	60	LF		
682-B	UNDERGROUND BRANCH CIRCUIT, JACKED OR BORED, AWG 10, 3 CONDUCTOR	26	LF		
907-683-PP	REMOVE AND RESET LIGHT ASSEMBLY	1	EACH		
699-A	ROADWAY CONSTRUCTION STAKING	1	LS	XXXX	
TOTAL BASE BID \$					

Prices Bid and Approximate Quantities – Additive Alternate No. 1 16TH AVENUE AND CONCERT STREET IMPROVEMENTS CITY OF HATTIESBURG, MISSISSIPPI					
Pay Item	Description	Qty	Unit	Unit Price	Price Extension
202-B	REMOVAL OF PAVEMENT, ALL TYPES AND DEPTHS (INC. SAW CUT)	260	SY		
211-C	TOPSOIL FOR PLANT HOLES, CONTRACTOR FURNISHED	40	CY		
220-A	WATERING	15	KGAL	\$20	\$300
230-D	BED PREPARATION	630	SF		
230-A	SHRUB PLANTING, PARSONS JUNIPER	212	EACH		
230-A	SHRUB PLANTING, DRIFT ROSE 'PEACH'	30	EACH		

00300-6

230-B	TREE PLANTING, 'SLENDER SILHOUTTE' SWEET GUM	22	EACH		
304-G	SIZE 610 CRUSHED STONE BASE, AEA	30	CY		
403-A	9.5-MM, ST, ASPHALT PAVEMENT	15	TON		
403-A	19-MM, ST, ASPHALT PAVEMENT	30	TON		
907-616-PP	COLORED AND IMPRINTED CONCRETE MEDIAN AND ISLAND PAVEMENT, 6-INCH THICKNESS	140	SF		
609-B	CONCRETE CURB, HEADER	620	LF		
618-A	MAINTENANCE OF TRAFFIC	1	LS	XXXX	
620-A	MOBILIZATION	1	LS	XXXX	
699-A	ROADWAY CONSTRUCTION STAKING	1	LS	XXXX	
TOTAL ADDITIVE ALTERNATE NO. 1 \$					

Prices Bid and Approximate Quantities – Additive Alternate No. 2 16TH AVENUE AND CONCAR STREET IMPROVEMENTS CITY OF HATTIESBURG, MISSISSIPPI					
Pay Item	Description	Qty	Unit	Unit Price	Price Extension
202-B	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS (INC. SAW CUT)	180	SY		
202-B	REMOVAL OF STRIPE, 6" EQUIVALENT	165	LF		
202-B	REMOVAL OF SIGN AND POST, ALL TYPES	6	EACH		
211-B	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	5	CY		
216-B	SOLID SODDING, CENTIPEDE	10	SY		
220-A	WATERING	5	KGAL	\$20	\$100
304-G	SIZE 610 CRUSHED STONE BASE, AEA	12	CY		

00300-7

403-A	9.5-MM, ST, ASPHALT PAVEMENT	5	TON		
403-A	19-MM, ST, ASPHALT PAVEMENT	10	TON		
609-D	COMBINATION CONCRETE CURB AND GUTTER, TYPE II	120	LF		
613-D	ADJUSTMENT OF UTILITY APPURTENANCE	2	EACH		
616-A	CONCRETE MEDIAN AND/OR ISLAND PAVEMENT, 10-INCH THICKNESS	190	SF		
618-A	MAINTENANCE OF TRAFFIC	1	LS	XXXX	
620-A	MOBILIZATION	1	LS	XXXX	
630-A	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	106	SF		
630-C	STEEL U-SECTION POSTS, 3.0 TP 3.5 LB/FT	224	LF		
699-A	ROADWAY CONSTRUCTION STAKING	1	LS	XXXX	
TOTAL ADDITIVE ALTERNATE NO. 2 \$					

Prices Bid and Approximate Quantities – Additive Alternate No. 3 16TH AVENUE AND CONCERT STREET IMPROVEMENTS CITY OF HATTIESBURG, MISSISSIPPI					
Pay Item	Description	Qty	Unit	Unit Price	Price Extension
202-B	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS (INC. SAW CUT)	40	SY		
202-B	REMOVAL OF CURB & GUTTER, ALL TYPES	55	LF		
202-B	REMOVAL OF CONCRETE SIDEWALK, ALL DEPTHS (INC. SAW CUT)	20	SY		
202-B	REMOVAL OF CONCRETE DRIVEWAY, ALL DEPTHS (INC. SAW CUT)	235	SY		
202-B	REMOVAL OF BRICK	25	SF		
202-B	REMOVAL OF STRIPE, 6" EQUIVALENT	180	LF		

00300-8

202-B	REMOVAL OF TREES, 4" AND GREATER	19	EACH		
202-B	REMOVAL OF INLETS, ALL TYPES AND SIZES	1	EACH		
202-B	REMOVAL OF FENCE	56	LF		
203-EX	BORROW EXCAVATION, AH, FME, CLASS B9	400	CY		
203-G	EXCESS EXCAVATION, FM, AH	400	CY		
211-B	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	170	CY		
216-B	SOLID SODDING, CENTIPEDE	1500	SY		
220-A	WATERING	250	KGAL	\$20	\$5000
234-A	TEMPORARY SILT FENCE	1500	LF		
304-G	SIZE 610 CRUSHED STONE BASE, AEA	8	CY		
601-B	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	4	CY		
602-A	REINFORCING STEEL	235	LBS		
603-PE	15" CORRUGATED POLYETHYLENE PIPE	8	LF		
604-A	CASTINGS	79	LBS		
907-607-PP	4' WOODEN FENCE, PER PLANS	52	LF		
608-A	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	1030	SY		
608-C	DETECTABLE WARNING PANELS	60	SF		
613-D	ADJUSTMENT OF UTILITY APPURTENANCE	2	EACH		
614-B	CONCRETE DRIVEWAY, WITH REINFORCEMENT, 6-INCH THICKNESS	230	SY		
618-A	MAINTENANCE OF TRAFFIC	1	LS	XXXX	
620-A	MOBILIZATION	1	LS	XXXX	
626-H	THERMOPLASTIC LEGEND, WHITE, 6" EQUIVALENT	275	LF		
907-630-A	REMOVE AND RESET SIGNS AND POST	1	EACH		

630-A	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	106	SF		
630-C	STEEL U-SECTION POSTS, 3.0 TP 3.5 LB/FT	224	LF		
699-A	ROADWAY CONSTRUCTION STAKING	1	LS	XXXX	
TOTAL ADDITIVE ALTERNATE NO. 3 \$					

THE BIDDER'S TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. THE OWNER WILL MAKE THE BID TABULATION FROM THE UNIT PRICES AND LUMP SUM PRICES BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICES SHALL GOVERN.

NOTE: FAILURE OF BIDDER TO INCLUDE PRICES FOR THE ALTERNATE BID ITEMS MAY RENDER HIS PROPOSAL NON-RESPONSIVE.

NOTE: Bids shall include sales tax and all other applicable taxes and fees.

I (We) further propose to execute the Contract Agreement as bound herein within ten working days after receipt of Contract Forms from the Owner and to complete the work within the contract time. I (We) agree to pay as liquidated damages the actual costs, expenses and other losses reasonably incurred by Owner for each consecutive calendar day beyond the specified Contract Time.

I (We) also propose to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than one hundred percent (100%) of the total of my (our) Bid. These Bonds shall not only serve to guarantee the completion of the Work on my (our) part, but also to guarantee the excellence of both workmanship and materials until the Work is finally accepted.

I (We) enclose a Bid Bond or Certified Check for 5 percent of _____
_____, DOLLARS (\$_____) (Base Bid Amount)

and hereby agree that in case of my (our) failure to execute the Contract and furnish the Bonds within ten calendar days after delivery of the Notice of Award, the amount of this check (Bid Bond) will be forfeited to the Owner as liquidated damages arising out of my (our) failure to execute the Contract as proposed.

It is understood that in case I (we) am (are) not awarded the Work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Contract Documents.

Bidder acknowledges receipt of the following Addenda:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

Respectfully Submitted,

Contractor(s)

By: _____
Title

Address

BIDDER'S CORPORATE DECLARATION
(TO BE FILLED IN IF BIDDER IS A CORPORATION)

Date: _____, 20_____.

Our corporation is chartered under the Laws of the state of _____ and the names,
titles and business addresses of the executives are as follows:

President

Secretary

Treasurer

DECLARATION OF PARTNERSHIP

(To be filled in if a Bidder is a Partnership)

Our Partnership is composed of the following individuals:

Address

Address

NON-COLLUSION AFFIDAVIT

**16TH AVENUE AND CONCERT STREET IMPROVEMENTS
CITY OF HATTIESBURG, MISSISSIPPI**

(THIS AFFIDAVIT MUST BE EXECUTED FOR THE BID TO BE CONSIDERED)

STATE OF _____)
COUNTY OF _____) ss.

_____ being first duly sworn,
(Person)
deposes and says that he is _____

(Sole owner, a partner, president, secretary, etc.)
of _____ the party making the foregoing Proposal or Bid;
(Name of Firm)

that such Bid is genuine and not collusive; that said Bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on the same contract; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person or persons interested in the proposed contract; and that all statements contained in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted his Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public in and for

_____ County,

(SEAL)

My Commission Expires

_____, 20_____.

BID BOND

**16TH AVENUE AND CONCERT STREET IMPROVEMENTS
CITY OF HATTIESBURG, MISSISSIPPI**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the Owner, in the penal sum of \$ _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this _____ day of _____, 20 _____.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner, a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the above referenced project.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to signed by their proper officers, the day and year first set forth above.

Contractor

SEAL

By:_____

Surety

SEAL

By:_____

PROPOSED SUBCONTRACTORS

**16TH AVENUE AND CONCERT STREET IMPROVEMENTS
CITY OF HATTIESBURG, MISSISSIPPI**

The names and addresses of all persons and parties who will be utilized for subcontract Work in the foregoing Bidder's Proposal are listed below. (The Contractor must list all Subcontractors to be utilized on the Work. Failure to list Subcontractors may cause the Bidder's Proposal to be rejected by the Owner as non-responsive.) If the Bidder does not propose Subcontractors, so state.

NAME	ADDRESS

CONTRACT FORMS

**16TH AVENUE AND CONCERT STREET IMPROVEMENTS
CITY OF HATTIESBURG, MISSISSIPPI**

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CONTRACT

**16TH AVENUE AND CONCARST STREET IMPROVEMENTS
CITY OF HATTIESBURG, MISSISSIPPI**

This Contract, made this the _____ day of _____, 20____, by and between the City of Hattiesburg, Mississippi, a municipal corporation, hereinafter called "Owner" and _____ doing business as a _____ located in _____ hereinafter called the "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the "16th Avenue and Concart Street Improvements" in strict accordance with the Contract Documents and the Contract Drawings.
2. The Contractor will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will attain Final Completion within the contract time stipulated in the INSTRUCTION TO BIDDERS unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
The Contractor agrees to pay, as liquidated damages, the actual damages, costs, losses and expenses reasonably incurred by Owner for each consecutive calendar day that he shall be in default in attaining Final Completion within the time stipulated as provided herein.
3. The term "CONTRACT DOCUMENTS" means and includes Advertisement for Bids, Instructions to Bidders, Bidder's Proposal, Bid Bond, Contract, Payment Bond, Performance Bond, General Conditions, Supplementary Conditions, Technical Specifications, Contract Drawings, Notice of Award, Notice to Proceed, Addenda (if any), and all subsequent Change Orders, Supplemental Agreements and/or other modifications as if formally recopied in this Contract.
4. The Contractor agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents, Contract Drawings and other requirements of the Owner, and to the complete satisfaction of the Owner or his authorized representatives, and in accordance with the Laws of the state of Mississippi and the Ordinances of the Owner, for which the Owner hereby agrees to pay and the Contractor agrees to accept a sum of money in current funds equal to the contract amount of _____ (\$ _____) plus the amount of any supplemental agreements and force accounts for extra work authorized and duly set forth in a written change order approved and executed by the Owner and set forth in the public minutes of the Owner and in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the Contractor assuming all risks of every kind and description in the performance of this Contract.
5. The Contractor shall protect, indemnify and save harmless the Owner from and against any

and all damage, loss, claims, judgments or expenses, including but not limited to reasonable attorney's fees, which the Owner may suffer or be subjected to by the performance of the work, including but without limitation injury to or death of any person whomever and destruction or damage to any property whatsoever.

6. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of

(\$_____).

7. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of

(\$_____).

8. The Contractor agrees to allow the Owner, or any of their duly authorized representatives, access to any books, documents, papers and records of the Contractor which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and Contractor agrees to insert an identical clause in any and all subcontracts.
9. The Owner will pay to the Contractor in the manner and at such times and amounts as set forth in the Contract Documents.
10. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
11. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Contractor and the Owner may withhold any payments to the Contractor until such time as the exact amount of damages due the Owner from the Contractor is determined.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in _____ counterparts, each of which shall be deemed an original on the date first above written. (number)

OWNER

CONTRACTOR

BY _____

BY _____

ATTEST _____

ATTEST _____

(Seal)

(Seal)

PARTNERSHIP CERTIFICATE

State of _____

County of _____ Ss.

On this _____ day of _____, 20_____, before me personally appeared _____, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of _____; that said firm consists of himself and _____; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in the

County of _____

State of _____

Notary Seal

My Commission Expires:

CORPORATE CERTIFICATE

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said Contract on behalf of the Contractor was then _____ of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Secretary

Corporate Seal

GENERAL INSTRUCTIONS FOR BONDS

1. The surety on each Bond must be a responsible surety company, which is qualified to do business in Mississippi and satisfactory to the Owner.
2. The name, including full Christian name and residence of each individual party to the Bond shall be inserted in the body thereof, and each such party shall sign the Bond with his usual signature on the line opposite the seal and if signed in Maine, Massachusetts or New Hampshire an adhesive seal shall be affixed opposite the signature. The bond must be either signed or countersigned by a Mississippi Resident Agent of the Surety Company.
3. If the principals are partners, their individual names will appear in the body of the Bond with the recital that they are partners composing a firm, naming it; and all the members of the firm shall execute the Bond as individuals.
4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the Bond.
5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the Bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case, a scroll or adhesive seal shall appear following the corporate name.
6. The official character and authority of the person or persons executing the Bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificate there may be attached to the Bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The date of this Bond must not be prior to the date of the Contract in connection with which it is given.
8. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars,
\$(_____) in lawful money of the United States, for the payment of which sum well
and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with the OWNER, dated _____ day of _____ 20 _____,
a copy of which is hereto attached and made a part hereof for the construction of :

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings,
covenants, terms, conditions, and agreements of said contract during the original term thereof, and any
extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the
one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and
shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by
reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the
OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full
force and effect.

NOW, THEREFORE, if the Principal shall promptly make payment of all taxes, licenses, assignments,
contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the state of
Mississippi, or any county, municipality, board, department, commission, or political subdivision thereof, by
reason of and directly connected with the performance of said Contract or any part thereof as provided by
Sections 27-65-1, 27-65-21, 27-67-301 and 31-5-3, supra, or any other applicable statute or other authority,
then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change,

extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this statement is executed in _____ counterparts, each one of which shall
(number)
be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

(Principal) Secretary
(Seal)

Principal
By _____

(Address)

Witness as to Principal

(Address)

ATTEST:

Surety
By _____

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
 If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS THAT

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
Dollars, \$(_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 20 _____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this statement is executed in _____ counterparts, each one of which shall
(number)
be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

(Seal) (Principal) Secretary

By Principal

(Address)

Witness as to Principal

(Address)

ATTEST:

Surety

By _____

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

NOTICE OF AWARD

Date _____

TO: _____

RE: 16th Avenue and Concart Street Improvements
 City of Hattiesburg, Mississippi

NOTICE OF AWARD

Gentlemen:

The Owner has considered the Proposal submitted by you for the above referenced Work in response to its Advertisement for Bids and Instructions to Bidders.

You are hereby notified that your Proposal has been accepted in the amount of \$_____.

You are required by the Instruction to Bidders to execute the Contract and furnish to the Owner the required Contractor's Performance Bond, Payment Bond and certificates of insurance within 10 calendar days from the date of delivery of this Notice to you. We have enclosed five copies of the necessary contract forms and bond forms. Please return all five copies of these documents to the offices of Neel-Schaffer, 704 Hardy Street, Hattiesburg, MS 39401.

If you fail to execute said Contract and to furnish said Bonds within 10 days from the date of delivery of this Notice, the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your proposal as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by Law.

You are required by the General Conditions and Supplementary Conditions to submit to Neel-Schaffer, Inc. an estimated progress schedule, a preliminary schedule of Shop Drawing submissions and a preliminary schedule of values of the Work within 10 days after the effective date of this Contract, all in accordance with Article 2.5 of the General Conditions.

You are required to return an acknowledged copy of this Notice of Award directly to the City of Hattiesburg, Mississippi, Attention: Lamar Rutland, P.E., and to Neel-Schaffer, Inc.

Sincerely,

NEEL-SCHAFFER, INC.

Geoffrey Crosby, P.E.
Senior Project Manager

c: Hunter White
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____ this, the
_____ day of _____, 20_____.

By _____

Title _____

NOTICE TO PROCEED

Date _____

To: _____

Attention: _____

REFERENCE: NOTICE TO PROCEED
16TH AVENUE AND CONCERT STREET IMPROVEMENTS
CITY OF HATTIESBURG, MISSISSIPPI

Dear _____:

You are hereby notified to commence Work in accordance with the Contract dated _____, on or before _____. You are to complete the Work within _____ consecutive calendar days from the effective date of this Notice to Proceed. The date of Final Completion is therefore _____. Liquidated damages in the amount of the actual damages, costs, losses and expenses reasonably incurred by the OWNER per calendar day for each day the Work has not achieved Final Completion after _____ will be imposed unless the contract time is otherwise adjusted for due cause by change orders to the Contract. Liquidated Damages, as defined herein, will be assessed unless the Contract Time is otherwise adjusted for due cause by change order to the Contract.

The engineering firm of Neel-Schaffer, Inc. will act as the Engineer on behalf of the City of Hattiesburg, Mississippi for the work to be performed under the contract. Geoffrey Crosby, P.E., of Neel-Schaffer, Inc. will be the designated representative of the Engineer.

Please return a copy of this NOTICE TO PROCEED and ACCEPTANCE OF NOTICE to the undersigned and to Neel-Schaffer, Inc., indicating your receipt of this document in the space provided below.

Sincerely,

City of Hattiesburg, Mississippi

Mayor Toby Barker

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

this, the _____ day

of _____, 20_____.

By _____

Title _____

CONTRACT CHANGE ORDER

OWNER: _____ PROJECT NAME: _____

CONTRACTOR: _____

DATE: _____

CHANGE ORDER NUMBER: _____ CONTRACT NUMBER: _____

REASON FOR CHANGE: _____

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT
PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF REQUIRED)

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	QTY	UNIT COST	TOTAL CONTRACT
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

TOTAL CONTRACT CHANGE	\$
	TOTAL CONTRACT
ORIGINAL CONTRACT AMOUNT:	\$
CURRENT CONTRACT AMOUNT:	\$
THIS CONTRACT CHANGE	
REVISED CONTRACT AMOUNT:	\$
CURRENT CONTRACT COMPLETION DATE:	
TIME EXTENSION REQUIRED BY CHANGE:	
REVISED CONTRACT COMPLETION DATE:	
THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY. RECOMMENDED BY: _____ ENGINEER _____ DATE _____ NEEL-SCHAFFER, INC. ACCEPTED BY: _____ CONTRACTOR _____ DATE _____ ACCEPTED BY: _____ OWNER _____ DATE _____	

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



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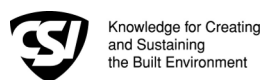
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AMERICAN SOCIETY OF CIVIL ENGINEERS

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The Associated General Contractors of America



Construction Specifications Institute

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American Council of Engineering Companies
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times

but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. *Intent of Certain Terms or Adjectives*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents, or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
- c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 Copies of Documents

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement

or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 Starting the Work

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 Before Starting Construction

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 Preconstruction Conference

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 Initial Acceptance of Schedules

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or

responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work

(unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's

sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice*: If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

- a. reviewing and checking all such information and data,
- b. locating all Underground Facilities shown or indicated in the Contract Documents,
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will

promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to

entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified

in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection

from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any

deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract

Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or

received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract

Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual

or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer,, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. Loading Structures: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Draw-

ings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents

with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or

disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal

shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and

properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep

Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show

partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall

promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and

Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have

resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall

be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an

allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted

by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to

be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress

payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent

inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling Owner to a set-off against the amount recommended; or
- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial

Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals

that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations

under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance

with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be

governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS

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SUPPLEMENTARY CONDITIONS

1. Definitions

- A. The definition of "Technical Specifications" shall be the same as the definition for Specifications stated in Paragraph 1.01 under item number 43 of the General Conditions.
- B. Delete Paragraph 1.01.A.12 of the General Conditions in its' entirety.
- C. In Paragraph 1.01A.52 delete the following words, "or responding to differing or unseen subsurface or physical conditions under which the work is to be performed or to emergencies."

2. Commencement of Contract Time: Notice to Proceed

The commencement of Contract Time, as stated in Item 2.03 of the General Conditions is changed to read The Contract Time will commence to run within the sixtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the sixtieth day after the Effective Date of the Agreement.

Notice to Proceed may be given at any time within sixty days after the Effective Date of the Agreement. Refer to Item 21 of the Instructions to Bidders regarding execution of the Contract.

3. Before Starting Construction

In addition to the requirements of Paragraph 2.05 of the General Conditions, "**CONTRACTOR** shall deliver to the **OWNER**, with his signed Contract, all bonds and insurance which he is required to purchase and maintain in accordance with Article 5 of the General Conditions. A copy shall also be submitted to the **ENGINEER**. The **OWNER** shall deliver to the **CONTRACTOR** a copy of all policies of insurance which the **OWNER** is required to purchase and maintain in accordance with Article 5 of the General Conditions."

4. Preconstruction Conference

The time period for holding the preconstruction conference as stated in Paragraph 2.06 of the General Conditions shall be within 30 days after the Effective date of the Agreement, but before the **CONTRACTOR** starts the Work at the site.

5. Subsurface and Physical Conditions

Paragraphs 4.02 and 4.03 shall be deleted in its' entirety and replaced with the following:

DIFFERING SITE CONDITIONS PROVISION:

Execution of this Contract (Agreement) by the Contractor is a representation that the Contractor has visited the site, that general and local conditions are suitable for the work to be performed and that the Contractor accepts all conditions at the Project site. The Contractor assumes all risks with respect to the requirements of the Contract Documents, including without limitation the characteristics (natural and manmade) of the site, site accessibility, labor rates and availability, weather conditions, and any other matter that could affect the performance and cost of the work.

6. Insurance Requirements

- A. Paragraphs 5.05 and 5.06 shall be deleted in their entirety.
- B. Paragraphs 5.07.B, 5.07.B.1 and 5.07.B.2 shall be deleted in their entirety.
- C. In addition to the requirements of Article 5 of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.
 - 1. The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**. If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**, including all additional insureds and waivers of subrogation.
 - 2. Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein and all coverage requirements specified in contract documents are filed with and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.
 - 3. The **CONTRACTOR** shall secure and maintain in effect for the period of the **CONTRACT** and pay all premiums for the following kinds and amounts of insurance:
 - a. Worker's Compensation and Employer's Liability Insurance: This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees, which for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability limits in the amount of ONE MILLION DOLLARS (\$1,000,000.00). **CONTRACTOR** and subcontractors shall supply **OWNER** endorsements from their carriers evidencing waiver of subrogation in favor of the **OWNER**.
 - b. **CONTRACTOR'S** and Subcontractor's Comprehensive General Liability Insurance, including bodily injury, property damage, contractual and other

standard coverage contained in Comprehensive General Liability Insurance, in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and aggregate. **OWNER** shall be provided an endorsement naming the **OWNER** as an insured from the insurer for the work contracted. The Comprehensive General Liability policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

- i. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
 - ii. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
 - iii. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.
- c. **CONTRACTOR'S** Contingent or Protective Liability and Property Damage: In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect the **CONTRACTOR** from any and all claims arising from the operation of Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.
- d. Auto Liability: The **CONTRACTOR** shall maintain Auto Liability Insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) Combined Single Limit to protect him from any and all claims arising from the use of the following:
- i. **CONTRACTOR'S** own automobiles and trucks.
 - ii. Hired and non-owned automobiles and trucks.
 - iii. Automobiles and trucks owned by Subcontractors.
- The aforementioned is to cover use of automobiles and trucks on and off the site of the Project. The **OWNER** shall be provided an endorsement from the insurer naming the **OWNER** as an insured for the work contracted.
- e. **OWNER'S** Protective Liability Policy: The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds, in an amount not less than ONE MILLION DOLLARS (\$1,000,000).
- f. Umbrella Liability: The **CONTRACTOR** shall provide **OWNER** a certificate of insurance evidencing Umbrella Liability Insurance in the amount of not less than FIVE MILLION DOLLARS (\$5,000,000).
- g. Builder's Risk and Boiler and Machinery Insurance: The **CONTRACTOR** shall purchase and maintain Builder's Risk and Boiler and Machinery Insurance in the amount of the total value of the materials necessary for the

project. A certificate evidencing such coverage shall be on file with the **OWNER**.

h. Property Insurance: No property insurance is required for this project.

7. Contractor's Responsibilities

Delete Paragraph 6.02.B in its entirety.

8. Record Documents

In addition to the requirements of Paragraph 6.12 of the General Conditions, **CONTRACTOR** shall provide accurate 'mark-ups' acceptable to the **ENGINEER** on or before the date of Substantial Completion of the Project for use by the **ENGINEER** in the preparation of 'record' drawings. Final payment will not be made to the **CONTRACTOR** prior to the **ENGINEER** receiving these mark-ups from the **CONTRACTOR**.

9. Limitations on ENGINEER'S Responsibilities

In addition to the requirements of Paragraph 9.09.B, when it comes to his attention, the **ENGINEER** will immediately notify the **OWNER** in the event that the **CONTRACTOR** is not complying with the Contract Documents or is conducting the Work in such a manner that could be considered grounds for termination of the Contract. The **CONTRACTOR** shall retain responsibility for performing all Work in compliance with the Contract Documents.

The following language shall be added to Paragraph 9.09.B:

“Consistent with the express provisions of this Section 00700, Article 6.13, Article 6.17.D.2, Article 9.02.B, Article 9.09, this Article 9.09.B, and Article 14.02.B.4.b, any reference to “safety” elsewhere in this contract, including but not limited to those found in Section 00700, Articles 4.02.B.1, 4.04.A.2.d, 4.04.B.1, 4.06.B.1, 6.02.B, 6.14, 6.15, 6.16, 6.17.C.1.c, and 13.02.A, does not impose upon the Engineer any duty, obligation or other contractual undertaking to administer the “safety” aspects of Contractor’s performance, or any other matter relating to the Contractor’s means, methods, techniques, sequences or procedures. Contractor’s contractual safety obligations and means and methods during construction are the sole responsibility of the Contractor and are not being administered, overseen or reviewed in any way by the Engineer in performing its contractual obligations”

10. Change of the Contract Time

In addition to the requirements of Paragraph 12.03 of the General Conditions, rainstorms which are encountered in the project area on a regular and seasonal basis do not constitute an abnormal weather condition.

Determining regular and seasonal rainfall amounts is based on historical rainfall data for events greater than 0.10 inches plus an approximate amount of assumed wet conditions resulting from these. Isolated rainfall events less than 0.10 inches are not considered as an impact to construction activities. The following table provides weather impact days per month which will be considered as regular and seasonal rainfall for the project area.

Historical Rainfall Data												
Month	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Average Rain Days	8	8	8	7	7	8	8	8	6	4	5	8

The frequency of rain and weather impact days during the project must exceed the averages shown in the table to be considered as abnormal. The weather impact delays shall be compared on a monthly basis.

11. Payments to **CONTRACTOR**

Paragraph 14.02.A, Application for Payments, is deleted in its' entirety and the following substituted therefore:

- A. Monthly Estimates and Partial Payments: The **CONTRACTOR'S** partial payment period shall end on the last day of each month. The **CONTRACTOR** shall submit acceptable Application for Payment to the **ENGINEER** by the date indicated on the payment schedule as supplied to **CONTRACTOR** by **ENGINEER** provided that the amount due on completed work is at least \$500.00. The partial payment request shall be filled out and signed by the **CONTRACTOR** covering the work completed as of the date of the request and accompanied by such supporting documentation as is required by the Contract Documents and also as the **ENGINEER** may reasonably require. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include in any monthly estimate advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site, the Application for Payment shall also be accompanied by such data, satisfactory to **OWNER**, as will establish **OWNER'S** title to the material and equipment and protect **OWNER'S** title to the material and equipment and protect **OWNER'S** interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of **CONTRACTOR** stating that all previous progress payments received on account of the Work have been applied to discharge in full all of **CONTRACTOR'S** obligations reflected in prior Applications for Payment.
- B. After each monthly estimate has been approved, the **OWNER** shall pay to the **CONTRACTOR** 95 percent of the amount of said estimate. From the total value of each estimate there will be deducted an amount equivalent to 5 percent of the whole as a retainage to be held by the **OWNER**. The monthly estimates will be approximate only and subject to correction in any subsequent estimate rendered following discovery of the error. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include any monthly advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work.
- C. Subsequent to discovery of any defective or questionable work, an amount equal to the estimated value of such work will be deducted from the next current estimate. The sum will not be included in a subsequent estimate until the defects have been remedied to the **ENGINEER'S** satisfaction.

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- D. The **OWNER** reserves the right to withhold payment of any monthly estimate that becomes due if, in the opinion of the **OWNER'S** Attorney, such action is warranted because of any breach of the Contract Provisions or malfeasance on the part of the **CONTRACTOR** or because the progress or the quality of the work is unsatisfactory and does not comply with the Plans and Specifications.

Paragraph 14.02.C of the General Conditions is modified to read "60 days after presentation of the Application for Payment to **OWNER** with **ENGINEER'S** recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by **OWNER** to **CONTRACTOR**."

Paragraph 14.07.C of the General Conditions is modified to read, "If the Application and accompanying documentation are appropriate as to form and substance, **OWNER** shall, within 60 days after receipt thereof, pay **CONTRACTOR** the amount recommended by **ENGINEER**."

Delete Paragraph 14.09.A.2 in its entirety.

12. List of Contract Drawings: Not Used.

13. Liquidated and Special Damages

The **CONTRACTOR** will be subject to liquidated damages and actual damages in the amount of the actual costs incurred by the Owner after the time stipulated for Final Completion of the work.

The **CONTRACTOR** will be subject to liquidated damages in the amount of **\$750** for each consecutive calendar day after the time stipulated for Final Completion of the work. The actual costs includes, but is not limited to construction related costs resulting from the Contractor's failure to complete the work on schedule.

When the Contractor fails to complete the work within the time stipulated, a deduction will be made of \$750 a day from the money due the Contractor not as a penalty but as liquidated damages. The Contractor and the Contractor's Sureties shall be liable for all liquidated damages in excess of money due the Contractor

The liquidated damages provided for herein were not calculated in contemplation or anticipation that the **CONTRACTOR** would default or otherwise abandon the project. In the event the **CONTRACTOR** does default or otherwise abandon the project, the **OWNER** reserves the right to collect from the **CONTRACTOR** or its surety, in addition to the liquidated damages, the actual damages including, but not limited to, additional engineering costs, incurred by the **OWNER** as a result of the default or abandonment.

14. Suspension of Work and Termination

In Paragraph 15.04.A delete the following words: "or Engineer fails to act on any Application for Payment within thirty days, after it is submitted" and add the words "if the". In Paragraph 15.04.B delete the following words: "if Engineer has failed to act on an Application for Payment within thirty days after it is submitted" and add the words "if the".

16. Methods and Procedures

Delete sentence 16.01.C.2 in its entirety

*** * END OF SECTION * ***

SECTION 01010
SUMMARY OF WORK

PART 1 GENERAL

1.01 Location of Work

All of the work of this Contract is located in public right-of-way or on easements and property owned or obtained by the Owner.

1.02 Work to be Done

- A. The CONTRACTOR shall furnish all labor, materials, equipment, tools, services and incidentals to complete all work required by these Specifications and as shown on the Drawings.
- B. The CONTRACTOR shall perform the work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.
- C. All materials, equipment, skills, tools and labor which are reasonably and properly inferable and necessary for the proper completion of the work in a substantial manner and in compliance with the requirements stated or implied by these Specifications or Drawings shall be furnished and installed by the CONTRACTOR without additional compensation, whether specifically indicated in the Contract Documents or not.
- D. The CONTRACTOR shall comply with all county, state, federal, and other codes which are applicable to the proposed construction work.

1.03 General Description of Work to be Performed

- A. The Work included in the Contract shall be as described in the Contract Documents.
- B. All work shall be done as described in the Specifications and as shown on the Drawings, complete, tested and ready for operation.

1.04 Work Sequence

- A. All work to be done under the Contract shall be done with minimum inconvenience to the OWNER. The CONTRACTOR shall coordinate his work with private property owners such that existing drainage, water service, sewer service and garbage pickup and other public services are maintained at all times.
- B. Construct Work in stages to accommodate the OWNER'S use of the premises during the construction period; coordinate the construction schedule and operations with the ENGINEER.
- C. Construct the Work in stages to provide for public convenience. Do not close off public

access until completion of one stage of construction will provide alternative usage.

1.05 Construction Areas

- A. CONTRACTOR shall limit his use of the construction areas for Work and for storage, to allow for:
 - 1. Work by other contractors.
 - 2. OWNER use.
 - 3. Public use.
- B. Coordinate use of work site under direction of ENGINEER.
- C. Assume full responsibility for the protection, security and safekeeping of products under this Contract stored on the site.
- D. Move any stored products, under CONTRACTOR'S control which interfere with operations of the OWNER or other contractors.
- E. Obtain and pay for the use of additional storage or work areas needed for operations.

1.06 Owner Occupancy

- A. OWNER will have full access to and use of all existing sewer facilities during the entire period of construction for the conduct of his normal operations. Cooperate with ENGINEER in all construction operations to minimize conflict and to facilitate OWNER usage.
- B. CONTRACTOR shall at all times conduct his operations as to insure the least inconvenience to the general public.

1.07 Partial Owner Occupancy

The CONTRACTOR shall schedule his operations for completion of portions of the Work, as designated, for the OWNER'S occupancy prior to Substantial Completion of the entire Work.

1.08 Plans and Specifications

- A. Specifications: The Technical Specifications consist of three parts: General, Products, and Execution. The General section contains general requirements which govern the work. The Products and Execution sections modify and supplement these by detailed requirements of the work and shall always govern whenever there appears to be a conflict.
- B. Intent:
 - 1. All work called for in the Specifications applicable to the Contract but not shown on the Plans in their present form or vice versa shall be of like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Specifications but involved in carrying out their intent or in the complete and proper execution of the work is required and shall be performed by the CONTRACTOR as though it were specifically delineated or described at the CONTRACTOR'S expense.
 - 2. The apparent silence of the Specifications as to any detail, or the apparent omission

from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.

- C. Conflict between Drawings and Specifications. Where an obvious conflict exists between the Plans and Specifications, the ENGINEER shall decide which governs and the CONTRACTOR shall comply with the decision. Such decision shall not be grounds for additional payment to the CONTRACTOR, i.e., the CONTRACTOR shall include the price of the most expensive alternative in his bid.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 Description

- A. CONTRACTOR shall furnish all labor, materials, tools, equipment, appurtenances and all services necessary to perform all Work required, at the lump sum or unit prices for the items listed in the Prices Bid Table located in the Bid Proposal.
- B. The pay items listed in the Bid Proposal constitute all of the pay items for the completion of the Contract. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, plant, services, CONTRACTOR'S or ENGINEER'S field offices, layout surveys, job signs, sanitary requirements, testing, safety devices, approval and record drawings, water supplies, power, removal of waste, watchmen, bonds, insurance, and all other requirements of the Contract Documents. Compensation for all such services, things and materials shall be included in the prices stipulated for the lump sum and unit pay items listed herein.

1.02 Engineer's Estimate of Quantities

The ENGINEER's estimated quantities for unit bid prices, as listed in the Bid Form, are approximate only and are included solely for the purpose of comparison of Bids. The OWNER does not expressly or by implication agree that the nature of the materials encountered below the surface of the ground or the actual quantities of material encountered or required will correspond therewith and reserves the right to increase or decrease any quantity or to eliminate any quantity as OWNER may deem necessary.

1.03 Related Provisions Specified Elsewhere

- A. Payments to CONTRACTOR: Refer to General Conditions and Supplemental Conditions.
- B. Changes in Contract Price: General Conditions and Contract Forms.
- C. Schedule of Values: Section 01026.

1.04 Measurement of Quantities

- A. The measurement and determination of quantities for each pay item will be made in general as prescribed hereinafter and specifically as set out under Method of Measurement and Basis of Payment for each respective pay item section. Actual authorized quantities of work, complete and accepted under the contract, will be measured by the Engineer according to United States standard measures, and in accordance with well recognized engineering practices.
- B. A station when used as a definition or term of measurement will be 100 linear feet.

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- C. Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures having an area of nine square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered by the Engineer.
 - D. Where the area unit for measurement and payment is specified for erosion control items, the measurements will be taken on the slope of the ground to compute the actual surface area for payment.
 - E. Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
 - F. All items which are measured by the linear foot, such as pipe culverts, guardrail, underdrains, etc., will be measured as specified under the Method of Measurement for the item unless otherwise shown on the plans.
 - G. No payment will be made for unauthorized excavation. Excavation or embankment performed beyond the required neat lines or slope stakes will not be measured for payment unless within tolerances specified or otherwise provided.
 - H. In computing volumes of excavation and embankment, the average end area method will be used, unless otherwise specified.
 - I. When size number is used in the measurement of wire, it will mean the size number specified in AASHTO Designation: M 32.
 - J. The term ton will mean the short ton consisting of 2000 pounds avoirdupois. All materials which are specified for measurement by the ton shall be weighed by competent personnel on approved scales set at locations approved by the Engineer or in the case of prepackaged materials, the manufacturer's bag weight may be used. If material is shipped by rail, the car weight may be accepted provided it is the actual weight of material and not minimum car weight used for assessing freight tariff. However, car weights will not be acceptable for material to be used in mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such time as the Engineer directs, and each truck shall bear a plainly legible identification mark.
 - K. When a complete structure or structural unit, in effect "lump sum" work, is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.
 - L. Volumes of materials computed in cubic yards by the average end area method are designated as "Final Measure" (FM), or "Final Measure - Embankment" (FME). Volumes of materials designated for measurement loose in the vehicle are designated as "Loose Vehicle Measure" (LVM).

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- M. Volumetric measurement of excavation, embankment, granular materials or similar materials in cubic yards will be made by the methods designated on the plans or in the proposal. For justifiable reasons, such as impracticability of measurement of volumes (usually small) by the designated method, the Engineer may order measurement by another method as follows:
1. Volumes designated for payment by FM may be measured LVM and converted to contract measurement by multiplying the loose measure by 80 percent.
 2. Volumes designated for payment by LVM may be measured in its original position by the average end area method and multiply the FM measure by 125 percent.
 3. Volumes designated for payment by FME may be measured in its original position by the average end area method and multiply the FM measure by 90 percent.
 4. Small volumes of surplus, excess excavation or other small volumes of excavation which are impractical to measure by the average end area method but are designated to be measured by FME may be measured LVM and multiply the loose measure by 72 percent.

When the Engineer orders the use of a conversion factor for converting a unit of measure, the ordered method of measurement shall be deemed acceptable to all parties and shall be final.

- N. When requested by the Contractor and with written approval of the Engineer, material specified to be measured by the cubic yard or ton may be converted to the other measure as appropriate. Factors for this conversion will be determined by the Engineer and agreed to by the Contractor before such method of measurement is used.
- O. All materials measured by the cubic yard LVM shall be hauled in approved vehicles and verified at the point of delivery. Vehicles may be of any size or type acceptable to the Engineer provided the body is of such shape that the capacity may be readily and accurately determined to the whole cubic yard. Unless all vehicles on the work are of uniform capacity, each vehicle must be plainly labeled to indicate its measured capacity. All vehicles shall be legibly numbered for identification.
- P. The vehicles shall be loaded to ensure a water level load when they arrive at the point of delivery. Loads hauled in unapproved vehicles and loads of a quantity less than the measured quantity for the hauling vehicle, will be subject to rejection.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01026

SCHEDULE OF VALUES

PART 1 GENERAL

1.01 Requirements Included

The Schedule of Values is an itemized list that establishes the value or cost of each part of the work as defined in Section 01025, Part 1.04. All other work shall be paid according to the Prices Bid Table. It shall be used as the basis for preparing progress payments and may be used as a basis for negotiations concerning additional work or credits which may arise during the construction. Quantities and unit prices may be included in the schedule when approved by or required by the ENGINEER.

1.02 Preparation

- A. Schedule shall show breakdown of labor, materials equipment and other costs used in preparation of the Bid.
- B. Costs shall be in sufficient detail to indicate separate amounts for each Section of the Specifications.
- C. CONTRACTOR may include items for bond, insurance, temporary facilities and job mobilization within the mobilization bid item.
- D. Schedule of Values shall be prepared on 8-1/2 inch by 11 inch white paper.
- E. Use Table of Contents of the Specifications as basis for Schedule format and identify each item with number and title in the Table of Contents. List sub-items of major products or systems as appropriate or when requested by ENGINEER.
- F. When requested by ENGINEER, support values with data that will substantiate their correctness.
- G. The sum of the individual values shown on the Schedule of Values must equal the total Contract Price.
- H. The manner in which overhead and profit are shown shall be supported by the ENGINEER.
- I. Schedule shall show the purchase and delivery costs for materials and equipment that the CONTRACTOR anticipates he shall request payment for prior to their installation.

1.03 Submittal

Submit two copies of Schedule to ENGINEER for approval at least 20 days prior to submitting first application for a progress payment. After review by ENGINEER, revise and resubmit Schedule as required until it is approved.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01027

APPLICATIONS FOR PAYMENT

PART 1 GENERAL

1.01 Requirements Included

Submit Applications for Payment to the ENGINEER in accordance with the General Conditions and in the form required by the OWNER.

1.02 Format and Data Required

- A. Submit applications typed with itemized Schedule of Values data typed on 8-1/2 inch x 11 inch white continuation sheets.
- B. Provide detailed substantiating data on additional sheets, including paid invoices where applicable.

1.03 Preparation of Application for Progress Payments

- A. Application Form:
 - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
 - 2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
 - 3. Execute certification with signature of a responsible officer of the CONTRACTOR.
- B. Continuation Sheets:
 - 1. Fill in total list of all scheduled component items of work, with item number and scheduled dollar value for each item.
 - 2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored. Round off values to the nearest dollar or as specified for Schedule of Values.
 - 3. List each Change Order executed prior to date of submission by Change Order Number and description.
 - 4. To receive payment for materials stored on site, submit copies of the original paid invoices with the application for payment.

1.04 Substantiating Data for Progress Payments

- A. Provide substantiating data containing suitable information for review of costs requested with the applications for progress reports identifying:
 - 1. The payment item to which the substantiating data applies.
 - 2. Application number and date.
 - 3. Detailed list of enclosures.
 - 4. For stored materials:
 - a. Item number and identification as shown on application.
 - b. Description of specific material and invoice of delivered material.

-
- c. Consolidated inventory of stored materials showing:
 - (1) Materials received.
 - (2) Materials used.
 - d. Additional stored materials may not be claimed upon reaching 75% completion of the total project.
 - e. Stored Materials shall be inventoried jointly prior to each pay request.
 - B. Submit one copy of data for each copy of application for payment.
 - C. The CONTRACTOR is to maintain an updated set of record drawings in accordance with Section 01720. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the updated record drawings for review by the OWNER and the ENGINEER.
 - D. Construction photographs as required by Section 01380 will be submitted with each progress payment and shall be considered a part of that payment request.
 - E. Updated construction schedule showing work completed and work projected by month to the completion of the project.

1.05 Preparation of Application for Final Payment

- A. Fill in application form as specified for progress payments.
- B. Use continuation sheet for presenting the final statement of accounting.

1.06 Submittal Procedure

- A. Submit applications for payment to the ENGINEER at the times stipulated in the General Conditions.
- B. Initially a pencil draft application shall be informally submitted to the ENGINEER who shall review the draft with the CONTRACTOR and make adjustments as appropriate. The CONTRACTOR shall then prepare a formal typed application using the informally approved amounts and submit three (3) complete sets to the ENGINEER.
- C. When the ENGINEER finds the application properly completed and correct, as informally approved, he will transmit it to the OWNER for payment with a copy to the CONTRACTOR.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01030

SPECIAL PROJECT PROCEDURES

PART 1 GENERAL

1.01 WORKMANSHIP, MATERIAL AND EQUIPMENT

- A. When a particular product is specified or called for, it is intended and shall be understood that the Contractor include those products in his bid. Should the Contractor desire to substitute products which he purports to be equal to those specified, the Contractor shall furnish information as described in Section 00700, General Conditions, The alternative products(s) submitted by the Contractor shall meet the requirements of the specifications and shall, in all respects, be equal to the products specified by name herein.
- B. All apparatus, mechanism, equipment, machinery, and manufactured articles for incorporation into the Work shall be new and unused and the standard products of recognized reputable manufacturers.

1.02 PROVISIONS FOR CONTROL OF EROSION AND POLLUTANTS

Sufficient precautions shall be taken during construction to minimize the runoff of polluting substances such as silt, clay, fuels, oils, bitumens, calcium chloride, or other materials harmful to humans, fish, or other life, into the ground and surface waters of the state. Contractor will give all notices and comply with all laws, notices, ordinances, rules and regulations applicable to the work, without exception.

1.03 ON-SITE STORAGE

The Contractor's attention is invited to special storage requirements and possible charges for noncompliance of on-site storage requirements for materials and equipment as specified in Section 01600.

1.04 INCLEMENT WEATHER

- A. In the event of inclement weather, or whenever Engineer shall direct, Contractor and Subcontractors will protect carefully the work and materials against damage or injury from the weathers, including sudden rises in flows due to storms outside the immediate construction zone. Damaged Work and materials shall be removed and replaced. If, in the opinion of Engineer, any portion of Work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or Subcontractors to so protect the Work, no additional time for removal and replacement will be given by the Owner.

1.05 WARRANTIES

- A. All work supplied under the Contract shall be warranted for a period of one (1) year or such longer period of time as may be prescribed by any special guarantee required by Change Orders or issued by Subcontractor, suppliers, or manufacturers, from the date of acceptance for operations (beneficial use) by the Owner as specified in Section 01740, Warranties and Bonds.
- B. The work shall be warranted to be free from defects in workmanship, design and materials. If any part of the work should fail during warranty period, it shall be replaced or restored to service at no expense to the Owner.

1.06 CONSTRUCTION CONDITIONS

The Contractor shall strictly adhere to the specific requirements of the governmental units(s) or agency(ices) having jurisdiction over the work. Wherever there is a difference in the requirements of a jurisdictional body and these Specifications, the more stringent shall apply.

1.07 PUBLIC NUISANCE

The Contractor shall not create a public nuisance, including, but not limited to, encroachment on adjacent lands, flooding of adjacent lands, or excessive noise.

1.08 SUSPENSION OF WORK DUE TO WEATHER

During inclement weather, all work which might be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the Engineer as to suspensions shall be final and binding. The authority of the Engineer to issue such an order shall not be interpreted as a requirement to do so. During suspension of the work from any cause, the work shall be suitably covered and protected so as to preserve it from injury by the weather. Notwithstanding this provision, it is understood and agreed that the General Conditions shall control.

1.09 RELOCATIONS

The Contractor shall be responsible for the relocation of structures, including, but not limited to, light poles, signs, sign poles, fences, mailboxes, piping, conduits and drains that interfere with the positioning of the work as set out on the Drawings. The cost of all such relocations shall be included in the bid.

1.10 SALVAGE

Any existing equipment or materials, including, but not limited to, valves, pipes, fittings, couplings, etc., which are removed or replaced as a result of construction under this project may be designated as salvage by the Engineer and, if so, shall be removed and delivered to the Owner at a location directed by the Engineer.

1.11 PERMITS

Upon notice of award, the Contractor shall immediately apply for all applicable permits not previously obtained by the Owner to do the work from the appropriate governmental agency or agencies. No work shall commence until all applicable permits have been obtained and copies delivered to the Engineer. The costs for obtaining all permits shall be borne by the Contractor.

1.12 HAZARDOUS LOCATION

- A. The existing wet wells, manholes, sewers, force mains, pipes, and other related areas are hazardous locations in that explosive concentrations of sewage gas may be present. The Contractor is cautioned that the above areas, especially the wet well, may be deficient in oxygen. Checks shall be made by the Contractor whenever personnel are working in these areas to insure that adequate ventilation has been provided.
- B. In his operations in hazardous locations, the Contractor shall use spark-proof tools and explosion-proof temporary lighting and shall not use electric power tools, open flame devices, electric welding or any device or methods which might conceivably cause ignition or explosion.
- C. If a working is atmosphere is unsafe, the Contractor shall furnish, install, operate, and later remove such temporary auxiliary ventilating facilities as are necessary to provide a safe atmosphere.
- D. The Contractor shall also instruct and caution his employees and the employees of his subcontractors to avoid smoking while in the hazardous areas. Suitable prominent "No Smoking" signs shall be placed at locations where sewage gas could be present.

1.13 NOTIFICATION OF WORK ON EXISTING FACILITIES

Before commencing work on any of the existing structures or equipment, the Contractor shall notify the Engineer, in writing, at least ten (10) calendar days in advance of the date he proposes to commence such work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01041

PROJECT COORDINATION

PART 1 GENERAL

1.01 Work Progress

The CONTRACTOR shall furnish personnel and equipment which will be efficient, appropriate, and large enough to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time stipulated in the contract. If at any time such personnel appear to the ENGINEER to be inefficient, inappropriate, or insufficient for performing the quality of work required or for producing the rate of progress aforesaid, he may order the CONTRACTOR to increase the efficiency, change the character or increase the personnel and equipment, and the CONTRACTOR shall conform to such order at his own expense. Failure of the ENGINEER to give such order shall in no way relieve the CONTRACTOR of his obligations to perform the work at the specified quality and rate of progress.

1.02 Private Land

The CONTRACTOR shall not enter or occupy private land outside of the OWNER'S land, right-of-ways, or servitudes except by written permission of both the OWNER and the Owner of the private land. Such permission shall be obtained by and at the expense of the CONTRACTOR and at no additional cost to the OWNER.

1.03 Work Locations

Work shall be located substantially as indicated on the Drawings, but the Engineer reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons.

1.04 Open Excavations

All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons and damage to property. The CONTRACTOR shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by the public, OWNER'S and ENGINEER'S personnel, and workmen.

1.05 Test Pits

Test pits for the purpose of locating underground utilities or structures which may interfere with installation of the Work shall be excavated in advance of the Work and backfilled by the CONTRACTOR. Test pits shall be backfilled immediately after their purpose has been satisfied and maintained in a manner satisfactory to the ENGINEER. The costs for such test pits shall be included in the cost of the work for which the test pits benefit.

1.06 Water for Construction Purposes

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- A. In locations where public water supply is available, the CONTRACTOR shall purchase water for all construction purposes.
 - B. The CONTRACTOR shall make his own arrangements and pay all costs for connections to public water systems and for water used. Existing OWNER supplies or connections shall not be used without prior approval by OWNER.

1.07 Maintenance of Flow

The CONTRACTOR shall maintain the flow of sewers, drains, and water courses interrupted during the progress of the Work, including complete pumped bypass systems where necessary. The CONTRACTOR shall immediately remove all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the ENGINEER well in advance of the interruption of any flow. All temporary works installed for flow maintenance shall be removed when the permanent work is finished and the areas cleaned and restored to good condition.

1.08 Protection of Construction and Equipment

- A. All newly constructed work shall be carefully protected from injury in any way. No wheeling or walking or placing of heavy loads on it shall be allowed. All portions of the work injured shall be reconstructed by the CONTRACTOR at his own expense.
- B. All structures shall be protected in a suitable manner. Should any parts of the structures become heaved, cracked or otherwise damaged, all such damaged portions of the work shall be completely repaired and made good by the CONTRACTOR at his own expense and to the satisfaction of the ENGINEER. If, in the final inspection of the work, any defects, faults or omissions are found, the CONTRACTOR shall cause the same to be repaired or removed and replaced by proper materials and workmanship without extra compensation for the materials and labor required. Further, the CONTRACTOR shall be fully responsible for the satisfactory maintenance and repair of the construction and other work undertaken herein for at least the guarantee period described in the contract.
- C. The CONTRACTOR shall take all necessary precautions to prevent damage to any structure due to water pressure (groundwater or surface water) during and after construction and until such structure is accepted and taken over by the OWNER.
- D. The CONTRACTOR is responsible for security of the site. Security of all equipment, material, tools, machinery, supplies, structures, buildings, vehicles and offices is the responsibility of the CONTRACTOR. Measures to affect job site security and limit unauthorized access, including temporary fencing, security guards, and other measures are the responsibility of the CONTRACTOR at his expense.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01041.1

UTILITIES COORDINATION

PART 1 GENERAL

1.01 UTILITIES

Utilities for the purpose of these specifications shall be considered as including, but not limited to: pipelines, conduits, cables, transmission lines and appurtenances of Public Utilities and those of Special Utility Districts, Cities or Towns, businesses or individuals solely for their own use or for use of their tenants; and storm drains, sanitary sewers, street lighting, traffic signal and fire alarm systems.

1.02 UNDERGROUND INSTALLATIONS

Existing underground pipelines and utilities are indicated on the Drawings only to the extent such information was made available to or discovered by Engineer in preparing drawings. There is no guarantee as to the accuracy or completeness of such information, and all responsibility for the accuracy and completeness thereof is expressly disclaimed by the Owner and the Engineer.

1.03 UTILITIES LOCATED IN CITY RIGHT-OF-WAY

Unless otherwise provided or excepted herein, the removal, adjusting, relocation, or replacement of utility structures or facilities within City right-of-way which may be necessary for construction of the work in accordance with these Contract Documents, shall be at the expense of the Contractor.

It shall be the Contractor's responsibility to protect and maintain those utilities which, in the opinion of the Engineer, do not need to be disturbed in order to accomplish the work required by the contract.

1.04 RELOCATIONS OF EXISTING GAS LINES, TELEPHONE LINES, ELECTRIC LINES, CABLE TV LINES AND WATER LINES

The Contractor shall notify the proper authority of the utility involved when relocation of these lines is required. The Contractor shall coordinate all work by the utility so that the progress of construction will not be hampered.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

The Contractor, when the Notice to Proceed is received, shall notify the owners of utilities affected by the work, the approximate date upon which he will begin work, and shall submit a progress schedule of the proposed work. This shall be deemed sufficient notice if the project progresses according to the progress schedule submitted with the notification. If changes in the schedule of the

work occur, the Contractor shall appraise both the owner of the utility affected and the Engineer so that adjustments in the work schedule of utility can be made. The Contractor shall be responsible for damages to the utility facility and construction delays resulting from failure to notify the utility and the Engineer of changes in procedure or location.

3.02 PROTECTION OF EXISTING UTILITIES

- A. The attention of the Contractor is drawn to the fact that during excavation, the possibility exists of the Contractor encountering various water, gas, telephone, electrical, or other utility lines not shown on the Drawings. The Contractor shall exercise extreme care before and during excavation to locate and flag these lines so as to avoid damage to the existing lines. Should damage occur to an existing line, the Contractor shall repair the line at no cost to the Owner.
- B. The Contractor shall assume full responsibility for the protection of all utilities, public and private, including poles, services to buildings, gas pipes, water pipes, hydrants, sewers, drains, and electric and telephone cables, whether or not they are shown on the Drawings. The Contractor shall carefully support and protect all such utilities from injury of any kind. Any damage resulting from the Contractor's operation shall be repaired by him at his expense.

The protection and preservation of utility facilities which are located within the right-of-way, but outside the normal limits of construction, as determined by the Engineer, shall be the responsibility of the Contractor. The Contractor shall be responsible for all damage to utilities which are due to his negligence.

- C. The Contractor shall bear full responsibility for obtaining locations of all underground structures and utilities (including existing water services, drain lines, and sewer). Services to buildings shall be maintained, and all costs or charges resulting from damage thereto shall be paid by the Contractor.
- D. If, in the opinion of the Engineer, permanent relocation of a utility owned by the City is required, he may direct the Contractor, in writing, to perform the work. Work so ordered will be paid for at the Contract unit prices, if applicable, or as extra work under Article 10 of the General Conditions. If relocation of a privately owned utility is required, the Contractor will notify the Utility to perform the work as expeditiously as possible. The Contractor shall fully cooperate with the County and Utility and shall have no claim for delay due to such relocation.
- E. The Contractor shall notify public and private utility companies in writing at least two, but not more than five full days (excluding Saturdays, Sundays, and legal holidays) before excavating near their utilities.

3.03 UTILITIES TO BE ADJUSTED

The owners of utility facilities which require relocation, removal, adjustment or replacement shall, if possible and feasible, perform this work prior to the commencement of the Contractor's work. Where utility work must be done in conjunction with the Contractor's work on the project or in conjunction with the work of other utilities, arrangements for when, how and where the operation is to proceed

shall be worked out among the parties concerned. If disputes arise, the Engineer shall decide the course of action to be taken.

3.04 UTILITIES CONFLICTING WITH OPERATIONS

Those utility facilities which do not conflict with the improvement, but which are obstructions to the operations required for installation or which are obstructions to the operations required for installation of which present unusual difficulty due to their close proximity to the area of the operations, shall be located with certainty by the owners of the utility prior to the arrival of the Contractor's operation which would be hindered by the utility facility. The Contractor is required to preserve the utility facility in place without damage and shall be responsible for damages sustained, if the utility owner has located the facility by exposing it to the view of the Contractor or has otherwise made the Contractor aware, with certainty, of the location of the facility. Any other arrangements that the Contractor may make with a utility owner as a substitute for the requirements of this Section shall require the approval of the Engineer, in writing.

3.05 MISLOCATED UTILITIES

The owner of a utility shall be wholly responsible for the proper location of his facilities which are affected by construction work performed according to these specifications. Improperly located or mislocated facilities which are damaged during construction shall be the responsibility of the utility, providing proper notification has been given.

*** * END OF SECTION * ***

SECTION 01045
CUTTING AND PATCHING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor shall be responsible for all cutting, fitting and patching, including attendant excavation and backfill, required to complete the Work to include:

- A. Make its several parts fit together properly.
- B. Uncover portions of the Work to provide for installation of ill-timed work.
- C. Remove and replace defective work.
- D. Remove and replace work not conforming to requirements of the Contract Documents
- E. Remove samples of installed work as specified for testing.

1.02 SUBMITTALS

- A. Submit a written request to the Engineer well in advance of executing any cutting or alteration which affects:
 - 1. Work of the Owner or any separate contractor.
 - 2. Structural value or integrity of any element of the Project or work.
 - 3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
 - 4. Efficiency, operational life, maintenance or safety of operational elements.
 - 5. Visual qualities of sight-exposed elements.
- B. Request shall include:
 - 1. Identification of the work.
 - 2. Description of affected work.
 - 3. The necessity for cutting, alteration or excavation.
 - 4. Effect on work of Owner or any separate Contractor, or on structural or weatherproof integrity of work.

-
5. Description of proposed work:
 - a. Scope of cutting, patching, alteration, or excavation.
 - b. Trades who will execute the work.
 - c. Products proposed to be used.
 - d. Extent of refinishing to be done.
 6. Alternatives to cutting and patching.
 7. Cost proposal, when applicable.
- C. Submit written notice to the Engineer designating the date and the time the work will be uncovered.

PART 2 PRODUCTS

2.01 MATERIALS

Comply with specifications and standards for each specific product involved.

PART 3 EXECUTION

3.01 INSPECTION

- A. Inspect existing conditions of Project, including elements subject to damage or to movement during cutting and patching.
- B. After uncovering work, inspect conditions affecting installation of products or performance or work.
- C. Report unsatisfactory or questionable conditions to the Engineer in writing; do not proceed with work until the Engineer has provided further instructions.

3.02 PREPARATION

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of Work.
- B. Provide devices and methods to protect other portions of Project from damage.
- C. Provide protection from elements for the portion of the Project which may be exposed by cutting and patching work, and maintain excavations free from water.

3.03 PERFORMANCE

- A. Execute cutting and demolition by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs.
- B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.
- C. Employ original installer or fabricator to perform cutting and patching for:
 - 1. Weather-exposed or moisture-resistant elements.
 - 2. Sight-exposed finished surfaces.
- D. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
- E. Restore work which has been cut or removed; install new products to provide completed work in accord with requirements of Contract Documents.
- F. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
 - 1. For continuous surfaces, refinish to nearest intersection.
 - 2. For an assembly, refinish entire unit.

*** * END OF SECTION * ***

SECTION 01050
FIELD ENGINEERING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall provide and pay for field engineering services for:
 - 1. Survey work required in execution of work.
 - 2. Civil, structural, or other professional engineering services specified or required to execute the Contractor's construction method.
- B. The method of field staking for the construction of the work shall be at the option of the Contractor. The Owner shall provide the engineering surveys to establish reference points which in his judgment are necessary to enable the Contractor to proceed with his work.
- C. The accuracy of any method of staking shall be responsibility of the Contractor. All engineering for vertical and horizontal control shall be the responsibility of the Contractor.
- D. The Contractor shall be held responsible for the preservation of all stakes and marks. If any stakes or marks are carelessly or willfully disturbed by the Contractor, the Contractor shall not proceed with any work until he has reestablished such points, marks, lines and elevations as may be necessary for the prosecution of the work.
- E. The Contractor shall retain the services of a competent surveyor, registered in the State of Mississippi, to layout the work and maintain a survey during construction. The Contractor shall be solely responsible for proper location of the work.

1.02 SURVEY REFERENCE POINTS

Locate and protect control points prior to starting site work, and preserve all permanent reference points during construction.

- 1. Make no changes or relocations without prior written notice to the Engineer.
- 2. Report to the Engineer when any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.

1.03 PROJECT SURVEY REQUIREMENTS

- A. Establish temporary bench marks as needed, referenced to data established by survey control points. Record locations, with horizontal and vertical data, on Record Drawings.
- B. Establish lines and levels, and locate and lay out, by instrumentation and similar appropriate

means:

1. Site improvements, including utility slopes and invert elevations.
 2. Batter boards for structures.
- C. From time to time, verify layouts by same methods.
- D. Establish all lines and grades prior to construction of site improvements.

1.04 RECORDS

- A. Maintain a complete, accurate log of all control and survey work as it progresses.
- B. At Contract closeout, submit a survey of installation of water mains, fire hydrants, and valves at the same scale as the Engineer's drawings indicating elevations and channel stationing at 100 foot increments.

1.05 SUBMITTALS

- A. On request of the Engineer, submit documentation to verify accuracy of field engineering work.
- B. Submit Drawings showing locations of all pipes and structures constructed. This Drawing shall be included with the Record Drawings.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01060

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Abbreviations and acronyms used in Contract Documents to identify reference standards are as indicated herein.

1.02 QUALITY ASSURANCE

- A. Applications: When a standard is specified by references, comply with requirements and recommendations stated in the standard, except when requirements are modified by the Contract Documents, or applicable codes establish stricter standards.
- B. Publications Date: The publication in effect on the date of issue of Contract Documents, except when a specific publication date is specified.

1.03 ABBREVIATIONS, NAMES, AND ADDRESSES OF ORGANIZATIONS

The following standards may be referenced in the Contract Documents. The contractor shall obtain copies of reference standards directly from the publication source when needed for proper performance of Work or when required for submittal by Contract Documents.

AAN	American Association for Nurserymen 1250 I Street N.W., Suite 500 Washington, DC 20005 (202) 789-2900
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, N.W., Suite 225 Washington, DC 20001 (202) 624-5800
ACI	American Concrete Institute Post Office Box 19150 22400 W. Steven Mile Road Detroit, MI 48219 (313) 532-2600
ACPA	American Concrete Pipe Association 8320 Old Courthouse Road, Suite 201 Vienna, VA 22180 (703) 821-1990
AI	Asphalt Institute

	Asphalt Institute Building College Park, MD 20740-1802
AISC	American Institute of Steel Construction 400 North Michigan Avenue Chicago, IL 60611 (312) 670-2400
AISI	American Iron and Steel Institute 1133 15th Street N.W., Suite 300 Washington, DC 20005 (202) 452-7100
ANSI	American National Standard Institute 1430 Broadway New York, NY 10018 (212) 354-3300
ASCE	American Society of Civil Engineers 345 East 47th Street New York, NY 10017 1-800-548-ASCE 345 East 47th Street New York, NY 10017 (212) 705-7722
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103 (215) 299-5400
AWPA	American Wood Preserver's Association Post Office Box 849 Stevensville, MD 21666 (301) 643-4163
AWS	American Welding Society Post Office Box 351040 550 LeJeune Road, N.W. Miami, FL 33126 1-800-443-9353
AWWA	American Water Works Association 6666 W. Quincy Avenue Denver, CO 80235 (303) 794-7711
CLFMI	Chain Link Fence Manufacturers Institute

	1776 Mass Avenue N.W., Suite 500 Washington, DC 20036 (202) 659-3537
CRSI	Concrete Reinforcing Steel Institute 933 N. Plum Grove Road Schaumburg, IL 60173 (312) 517-1200
DIPRA	Ductile Iron Pipe Research Association 245 Rivercase Parkway E., Suite 100 Birmingham, AL 35244 (205) 988-9870
FS	Federal Specification General Services Administration Specifications and Consumer Information & Distribution Section (WFSIS) 7 and D Street S.W., Room 654 Washington, DC 20407 (202) 472-2140
IEEE	Institute of Electrical and Electronic Engineers Service Center 345 E. 47th Street New York, NY 10017 (212) 705-7900
MDOT	Mississippi Department of Transportation P. O. Box 1850 Jackson, Ms 39215-1850 (601) 359-1213
MIL	Department of the Navy Navel Publications and Forms Center 5801 Torbor Avenue Philadelphia, PA 19120-5099 (215) 697-2667
NEC	National Electric Code National Fire Protection Association Batterymarch Park Quincy, MA 02269 (617) 770-3000
NEMA	National Electrical Manufacturer's Association 2101 L Street, NW, Suite 300 Washington, DC 20037 (202) 457-8400
NSPE	National Society of Professional Engineers

	1420 King Street Alexandria, VA 22314 (703) 684-2835
OSCI	Office of Standards Code and Information National Bureau of Standards Gaithersburg, MD 20899 (301) 975-4029
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077 (312) 966-6200
PCI	Prestressed Concrete Institute 175 W. Jackson Blvd., Suite 1859 Chicago, IL 60604 (312) 786-0300
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association Post Office Box 70 Merrifield, VA 22116 (703) 790-9890
SSPC	Steel Structures Painting Council 4400 5th Avenue Pittsburgh, PA 15213 (412) 268-3327
UL	Underwriter's Laboratories, Inc. 333 Pfingsten Road Northbrook, IL 60062 (312) 272-8800

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01200
PROJECT MEETINGS

PART 1 GENERAL

1.01 Requirements Included

- A. The ENGINEER shall schedule and administer a preconstruction meeting, construction progress meetings, and specially called meetings throughout the progress of the work. The ENGINEER will:
 - 1. Prepare agenda for meetings.
 - 2. Make physical arrangements for meetings.
 - 3. Preside at meetings.
 - 4. Record the minutes; include significant proceedings and decisions.
 - 5. Reproduce and distribute copies of minutes.
- B. The CONTRACTOR and representatives of, where appropriate, subcontractors and suppliers shall attend meetings. The representative shall be qualified and authorized to act on behalf of the entity each represents.
- C. The CONTRACTOR shall attend and identify at the meetings the actual status of the Contract Work and, when the Work is not being performed consistently with the Contract Documents and construction schedules, shall identify at the meetings the steps he is taking to resolve the inconsistency.

1.02 Pre-construction Meeting

- A. The CONTRACTOR shall participate in a preconstruction meeting to be held after the effective date of the Agreement and prior to the date of Notice to Proceed.
- B. The following are expected to be in attendance:
 - 1. OWNER'S Representative and other staff as appropriate.
 - 2. ENGINEER and his professional consultants as appropriate.
 - 3. ENGINEER's Resident Project Representative.
 - 4. CONTRACTOR's Representative and Construction Superintendent.
 - 5. Subcontractors as appropriate.
 - 6. Utility representatives as appropriate.
 - 7. Others as appropriate.
- C. The following matters are expected to be addressed:
 - 1. Distribution and discussion of:
 - a. List of major subcontractors.
 - b. Project construction schedules.
 - 2. Critical work sequencing.
 - 3. Project Coordination.
 - 4. Designation of responsible personnel.
 - 5. Procedures and processing of:

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- a. Field decisions.
 - b. Proposal requests.
 - c. Submittals.
 - d. Change Orders.
 - e. Applications for Payment.
 6. Distribution of Contract Documents.
 7. Procedures for maintaining Record Documents.
 8. Use of premises:
 - a. Office, work and storage areas.
 - b. OWNER'S requirements.
 9. Construction facilities, controls and construction aids.
 10. Temporary utilities.
 11. Housekeeping procedures.
 12. Insurance certifications.
 13. Liquidated damages for delay.
 14. Weekly job meetings.
 15. Laboratory testing of material requirements.

1.03 Construction Progress Meetings

- A. Construction progress meetings will be held monthly with the first meeting 30 days or less after the date of Notice to Proceed.
- B. Special construction progress meetings will be held as required by progress of the Work.
- C. The following are expected to be in attendance:
 1. OWNER Representative and other staff as appropriate.
 2. The ENGINEER and his professional consultants as appropriate.
 3. CONTRACTOR's Representative and/or construction Superintendent.
 4. Subcontractors as appropriate.
 5. Suppliers as appropriate.
 6. Others as appropriate.
- D. The following matters are expected to be addressed:
 1. Review and approve minutes of previous meeting.
 2. Review of work progress.
 3. Field observations, problems, conflicts.
 4. Problems which impede Construction Schedule.
 5. Review of off-site fabrication, delivery schedules.
 6. Corrective measures and procedures to regain Construction Schedule.
 7. Revisions to Construction Schedule.
 8. Progress and schedule during succeeding work period.
 9. Payment applications and processing.
 10. Submittals.
 11. Maintenance of quality standards.
 12. Changes, substitutions, and Change Orders.

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- 13. Review proposed changes for:
 - a. Effect on Construction Schedule and completion date.
 - b. Effect on other contracts of the Project.
 - 14. Other matters as appropriate.
 - 15. Record drawings.
- E. The CONTRACTOR shall be prepared to discuss the above topics and to make commitments for resolving deficiencies.
- F. The CONTRACTOR shall provide a current submittal log at each progress meeting in accordance with Section 01340.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01310
CONSTRUCTION SCHEDULES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Contractor shall comply with the General Conditions.
- B. Submit revised progress schedules periodically.

1.02 FORM OF SCHEDULES

- A. Prepare schedules in the form of a horizontal bar chart.
 - 1. Provide separate horizontal bar for each trade or operation.
 - 2. Horizontal time scale; identify the first work day of each week.
 - 3. Scale and spacing: To allow for notations and future revisions.
 - 4. Minimum sheet size: 8-1/2 inches by 11 inches.
- B. Format of listings: The table of contents of the Contract Documents.
- C. Identification of listings: Items of work.

1.03 CONTENT OF SCHEDULE:

- A. Construction Progress Schedule:
 - 1. Show the complete sequence of construction by activity.
 - 2. Show the dates for the beginning, and completion of each major element of construction.
 - 3. Show projected percentage of completion for each item, as of the first day of each month.
 - 4. Show an anticipated monthly payment schedule.
- B. Submittal Schedule for Shop Drawings, Product Data and Samples. Show:
 - 1. The dates for Contractor's submittal.
 - 2. The dates approved submittal will be required from the Engineer.

1.04 PROGRESS REVISIONS

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule:
 - 1. Major changes in scope.
 - 2. Activities modified since previous submission.
 - 3. Revised projections of progress and completion.
 - 4. Other identifiable changes.
- C. Provide a narrative report as needed to define:
 - 1. Problem areas, anticipated delays, and the impact on the schedule.
 - 2. Corrective action recommended, and its effect.

1.05 SUBMISSIONS

- A. Submit initial schedules in accordance with the General Conditions.
 - 1. Engineer will review schedules and return review copy within ten (10) days after receipt.
 - 2. If required, Contractor shall resubmit within seven (7) days after return of review copy.
- B. Submit revised progress schedules with each Application for Payment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01340

SHOP DRAWINGS, PROJECT DATA, AND SAMPLES

PART 1 GENERAL

1.01 Requirements Included:

- A. The Contractor shall submit to the Engineer for review and exception, if any, such working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this article called data), and material samples (hereinafter in this article called samples) as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. Within fifteen (15) calendar days after the Effective Date of the Agreement, the Contractor shall submit to the Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way relieve the Contractor from submitting complete shop drawings, data, and samples in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.
- C. The Contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting. This log should include the following items:
 - 1. Submittal Description and Number assigned.
 - 2. Date to Engineer.
 - 3. Date returned to Contractor (from Engineer).
 - 4. Status of Submittal (No exceptions taken, returned for confirmation or resubmittal, rejected).
 - 5. Date of Resubmittal and Return (as applicable).
 - 6. Date material released (for fabrication).
 - 7. Projected date of fabrication.
 - 8. Projected date of delivery to site.
 - 9. Status of O&M manuals submittal.

1.02 Contractor's Responsibility

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- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the Drawings and data shall bear Contractor's stamp showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp or evidence that the Contractor has not performed the required review will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents.
 - B. Determine and verify:
 - 1. Field measurements.
 - 2. Field construction criteria.
 - 3. Catalog numbers and similar data.
 - 4. Conformance with Specifications and indicate all variances from the Specifications.
 - C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
 - D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him by the Engineer with no exceptions taken.
 - E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than twenty-one (21) calendar days for checking and appropriate action from the time the Engineer receives them.
 - F. The Contractor shall submit five (5) copies of shop drawings and descriptive or product data submittal to complement shop drawings to the Engineer which will be retained for his use.
 - G. The Contractor shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.
 - H. The Contractor shall utilize a Sequential Numbering System for submittals (1-999). Resubmittals or confirming material shall be assigned a letter next to the submittal number, i.e. A= second submittal, B= third submittal, etc.
 - I. Submittals shall include a certified statement of compliance to the requirements detailed in the specifications in addition to other submittal requirements. This certification shall be prepared by the manufacturer and not the local supplier. Validity of the authority and position of the person signing the certification shall be verified by a Notary Public. The statement of compliance shall address each point of conformance contained in the governing specifications with definite comments of either compliance or non-compliance. Statements of non-compliance with points of conformance shall be accompanied by a statement of

justification as to the reason for non-conformance and why the non-complying feature is considered to be either equal to or better than the specified feature. The Engineer will use the certified statement of compliance in his evaluation of the submittal rendering a judgment as to equality to the specified product and issuing a statement as to whether the product is acceptable for or rejected from incorporation into the work.

- J. When a manufacturer named in the controlling specification is chosen to supply a product and the details of manufacture, size, and installation are shown on this standard catalog cut sheets, the manufacturer may submit the certified statement of compliance as detailed above along with installation details specific to the work such as laying schedules, etc. as required, deleting the standardized catalog data.

1.03 Engineer's Review of Shop Drawings

- A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation.
- B. The review of drawings and schedules will be general, and shall not be construed:
 - 1. as permitting any departure from the Contract requirements;
 - 2. as relieving the Contractor of responsibility for any errors, including details, dimensions, omissions and materials;
- C. If the drawings or schedules as submitted describe variations per subparagraph (1.04.D), and show a departure from the Contract requirements which Engineer finds to be in the best interest of the Owner and to be so minor as not to involve a change in Contract Price or Time, The Engineer may return the reviewed Drawings without noting any exception.
- D. After the ENGINEER completes his review, the Shop Drawings will be marked with one of the following notations:
 - 1. No Exceptions Taken.
 - 2. Make Corrections Noted.
 - 3. Revise and Resubmit.
 - 4. Rejected.
 - 5. Submit Specified Item.
- E. If a submittal is acceptable, it will be marked "No Exception Taken" or "Make Corrections Noted". Three copies of the submittal will be returned to the CONTRACTOR.
- F. Upon return of a submittal marked "No Exception Taken" or "Make Corrections Noted", the CONTRACTOR may order, ship or fabricate the materials included on the submittal, provided it is in accordance with the corrections indicated.
- G. If a Shop Drawing action is "Make Corrections Noted" but has extensive corrections or corrections affecting other drawings or Work, the ENGINEER may require that the CONTRACTOR make the corrections indicated thereon and resubmit the Shop Drawings for

record purposes. In this case, the submittal will be marked "Make Corrections Noted-Resubmit".

- H. If a submittal is unacceptable, two copies will be returned to the CONTRACTOR with one of the following notations:
 - 1. "Revise and Resubmit"
 - 2. "Rejected"
- I. Upon return of a submittal marked "Revise and Resubmit", the CONTRACTOR shall make the corrections indicated and repeat the initial approval procedure. The "Rejected" notation is used to indicate material or equipment that is not acceptable. Upon return of a submittal so marked, the CONTRACTOR shall repeat the initial approval procedure utilizing acceptable material or equipment.
- J. Submittals lacking adequate details or information to allow the ENGINEER to determine whether or not the submittal meets the intent of the Contract specifications shall be marked "Submit Specified Item" and returned without further comment.
- K. Shop Drawings or other submittals not bearing the ENGINEER'S "No Exception Taken" or "Make Corrections Noted" notations shall not be issued to Subcontractors nor utilized for construction purposes. No Work shall be performed or equipment installed without a drawing or submittal bearing one of these notations.
- L. In the event the CONTRACTOR obtains the ENGINEER'S approval for the use of equipment other than that which is shown or specified, the CONTRACTOR shall, at his own expense and using methods approved by the ENGINEER, make all changes to the Work, including structures, piping, electrical, equipment and controls, that may be necessary to accommodate this equipment.
- M. Resubmittals will be handled in the same manner as first submittals. The Contractor shall direct specific attention to revisions other than the corrections requested by the Engineer on previous submissions by written details or markings on the resubmitted Shop Drawings. The Contractor shall make any corrections required by the Engineer.
- N. If the Contractor considers any correction indicated on the Drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.
- O. The Engineer will review a submittal/resubmittal a maximum of three times after which cost of review will be borne by the Contractor. The cost of engineering shall be equal to the Engineer's charges to the Owner under the terms of the Engineer's agreement with the Owner.
- P. When the Shop Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions or approval from the Engineer.

Q. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor, and will be considered "NOT APPROVED" until resubmitted.

1.13 SHOP DRAWINGS

- A. Shop drawings shall be complete and detailed.
- B. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.
- C. Each shop drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:
 - 1. Number and title of the drawing.
 - 2. Date of drawing or revision.
 - 3. Name of project building or facility.
 - 4. Name of contractor and subcontractor submitting drawing.
 - 5. Clear identification of contents and location of the work.
 - 6. Specification number and title.
- D. If Drawings show variations from Contract requirements because of standard Shop practice or other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such Drawings have been reviewed.
- E. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material as required. Materials and equipment lists shall give for each item thereon the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish, and all other pertinent data.
- F. The Contractor shall provide a list including the equipment name, address, and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained for all mechanical and electrical equipment furnished.
- G. All manufacturers or equipment suppliers who proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required Shop Drawings. The

installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.

- H. Only the Engineer will utilize the color red in marking Shop Drawing submittals.
- I. Before final payment is made, the Contractor shall furnish to Engineer five (5) sets of record shop drawings all clearly revised, complete and up to date showing the permanent construction as actually made for all reinforcing and structural steel, miscellaneous metals, process and mechanical equipment, yard piping, electrical system and instrumentation system.

1.13 Working Drawings

- A. Working drawings shall be considered to mean the Contractor's plans for temporary structures.
- B. Copies of working drawings as noted in subparagraph 1.02, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the Engineer) in advance of their being required for work.
- C. The Engineer will not review working drawings but shall use them as information to monitor the work performed by the Contractor.

1.14 Samples

- A. The Contractor shall furnish for the review of the Engineer samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed and the Contractor shall prepay all shipping charges. Materials or equipment for which samples are required shall not be used in work until reviewed by the Engineer.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
 - 2. Name of Contractor and Subcontractor
 - 3. Material or Equipment represented
 - 4. Place of Origin
 - 5. Name of Producer and Brand (if any).
 - 6. Location in Project

(Samples of finished materials shall have additional marking that will identify them under the finished schedules.)

- C. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in subparagraph 1.06B above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer under separate cover and the remaining copy shall be for the Contractor's records. Review of a sample shall be only for the characteristics or use named and shall not be construed to change or modify any Contract requirements.
- D. Reviewed samples not destroyed in testing shall be sent to the Engineer or stored at the site of the work. Reviewed samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the reviewed samples. Samples which failed testing or were rejected will be returned to the Contractor at his expense, if so requested at time of submission.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01410

TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor will employ and pay for the services of an Independent Testing Laboratory to perform testing specifically indicated on the Contract Documents or specified in the Specifications and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.

- A. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the Work of the Contract.

1.02 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

Laboratory is not authorized to:

- A. Release, revoke, alter or enlarge on requirements of Contract Documents.
- B. Approve or accept any portion of the Work.
- C. Perform any duties of the Contractor.

1.03 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel; provide access to Work, to Manufacturer's operations.
- B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other materials mixes which require control by the testing laboratory.
- D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacture or fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The Owner may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.
- E. Furnish incidental labor and facilities:
 - 1. To provide access to Work to be tested.

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- 2 To obtain and handle samples at the Project site or at the source of the product to be tested.
 3. To facilitate inspections and tests.
 4. For storage and curing of test samples.
- F. Notify laboratory at least 24 hours in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
- G. Employ and pay for the services of the same or a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing required for the Contractor's convenience and as approved by the Owner.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Material and equipment incorporated into the Work shall:

- A. Conform to applicable specifications and standards.
- B. Comply with size, make, type, and quality specified to the greatest extent possible, detailing all aspects and providing explicit reasons for parameters not in compliance and specifically approved in writing by the Engineer.
- C. Manufactured and Fabricated Products:
 - 1. Design, fabricate, and assemble in accord with the best engineering and standard shop practices.
 - 2. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - 3. Two or more items of the same kind shall be produced, by the same manufacturer.
 - 4. Products shall be suitable for service conditions.
 - 5. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
- D. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 APPROVAL OF MATERIALS

- A. Only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by the Contractor shall be subject to the inspection and approval of the Engineer. No material shall be delivered to the Work without prior approval of the Engineer.
- B. The Contractor shall submit to the Engineer, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable the Engineer to identify the particular product along with references to the applicable section(s) of the specifications to form an opinion as to its conformity to the specifications. The data shall comply with Paragraph 1.06 of this Section.
- C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by the Contractor. If the Engineer requires, the Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the

specifications. Such samples shall be furnished, stored, packed, and shipped as directed at the Contractor's expense. Except as otherwise noted, the Contractor will make arrangements for and pay for the tests. Where such tests confirm compliance with the specifications, the Owner will reimburse the actual charges of the testing firm paid by the Contractor.

- D. Contractor shall submit data and samples sufficiently early to permit consideration, approval, manufacture, and delivery of materials before they are necessary for incorporation in the work. Any delay of approval resulting from the Contractor's failure to submit samples or data promptly shall not be used as a basis of claim against the Owner or the Engineer.
- E. The materials and equipment used in the Work shall correspond to the approved samples or other data.

1.03 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

- A. When Contract Documents require that installation of the Work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including five copies to the Engineer. One complete set of the installation instructions shall be available for use on the job site during and through completion of the Work.
- B. Handle, install, connect, clean, condition and adjust products as required by the manufacturer's instructions and in conformity with specified requirements.
 - 1. Should the specified requirements conflict with the manufacturer's instructions, the manufacturer's instructions shall have priority unless changes are authorized in writing by the manufacturer.
 - 2. Should job conditions conflict with the manufacturer's instructions, consult with the manufacturer for clarification.
 - 3. Clarifications of installation instructions shall be issued only by the manufacturer, shall be in writing, and shall be distributed to all parties involved in the installation as stated above and prior to alteration of the installation procedures.
 - 4. Do not proceed with the Work without clear instructions concerning the specific installation procedures.
- C. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by the manufacturer.

1.04 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of Products as required by the currently approved construction schedule coordinating each delivery to avoid conflict with other work and conditions at the site.
 - 1. Deliver Products in a undamaged condition, in the manufacturer's original containers or packaging and with identifying labels intact and legible.
 - 2. Prior to accepting delivery, inspect shipments to assure compliance with approved submittal, and that the Products have been properly protected and are undamaged.
- B. Provide equipment and personnel to handle Products preventing soiling or damage to the Products or their protective packaging.

1.05 STORAGE AND PROTECTION

- A. Store Products in accord with manufacturer's instruction, with seals and labels intact and legible.
 - 1. Store products subject to damage by the elements in weathertight enclosures.
 - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
 - 3. Store fabricated products above the ground, on blocking or skids, prevent spoiling, staining or corrosion. Cover products which are subject to deterioration with impervious sheet coverings and provide adequate ventilation to avoid condensation.
 - 4. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- B. All materials and equipment to be incorporated in the Work shall be handled and stored in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and other injury, theft or damage.
- C. Cement and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. All miscellaneous steel, structural steel and reinforcing steel shall be stored off the ground, kept free of accumulations of dirt and grease, and in areas free of standing water to minimize rusting. Precast concrete sections shall be handled and stored in a manner to prevent staining, chipping or cracking. Brick, block and similar masonry products shall be handled and stored in a manner to reduce staining, breaking, chipping, cracking, and spalling.
- D. All materials which, in the opinion of the Engineer, have become so damaged as to be unfit for the use intended, including aesthetics, shall be promptly removed from the site of the work.
- E. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections and exercise or rotate moving parts of stored products as required by the

manufacturer to assure that products are maintained under specified conditions and free from damage or deterioration.

- F. Provide substantial coverings as necessary to protect installed products from damage caused by traffic and subsequent construction operations. Remove the protective covering when no longer needed.
- G. The Contractor shall be responsible for all material, equipment, and supplies sold and delivered to the Owner under this Contract until final inspection of the Work and acceptance thereof by the Owner. In the event any such material, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final inspection and acceptance they shall be replaced by the Contractor.
- H. Should the Contractor fail to take proper action to properly store and handle equipment supplied under this Contract, the Owner retains the right to notify the Contractor in writing of the deficiencies, to correct all deficiencies and deduct the cost associated with these corrections from the contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administration, clerical, engineering and any other costs associated with making the necessary corrections.

1.06 SUBSTITUTIONS AND PRODUCT OPTIONS

A. Products List:

Within fifteen (15) days after the Notice to Proceed, submit to the Engineer complete list of major products proposed to be used, with the name of the manufacturer and the installing subcontractor.

B. Contractor's Options:

- 1. For Products specified only by reference standard, select any product meeting that standard.
- 2. For Products specified by naming one or more Products or manufacturers and "or equal", Contractor must submit a request as for substitutions for any Product or manufacturer not specifically named.

C. Substitutions:

- 1. For a period of thirty (30) days after the Effective Date of the Agreement, the Engineer will consider written requests from Contractor for substitution of Products.

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2. Submit a separate request for each Product, supported with complete data, with drawings and samples as appropriate, including:
 - a. Comparison of the qualities of the proposed substitution with that specified.
 - b. Changes required in other elements of the work because of the substitution.
 - c. Effect on the construction schedule.
 - d. Cost data comparing the proposed substitution with the Product specified.
 - e. Any required license fees or royalties.
 - f. Availability of maintenance service, and source of replacement materials.
 3. The Engineer shall be the judge of the acceptability of the proposed substitution.
- D. Contractor's Representation:
- A request for a substitution constitutes a representation that Contractor:
1. Has investigated the proposed Product and determined that it is equal to or superior in all respects to that specified.
 2. Will provide the same warranties or bonds for the substitution as for the Product specified.
 3. Will coordinate the installation of an accepted substitution into the Work, and make such other changes as may be required to make the Work complete in all respects.
 4. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.

1.07 SPECIAL TOOLS

Manufacturers of equipment and machinery shall furnish any special tools required for normal adjustment, operations and maintenance, together with instructions for their use. The Contractor shall preserve and deliver to the Owner these tools and instructions in good order no later than upon completion of the Contract.

1.08 WARRANTY

For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's as stipulated in the specifications for each piece of equipment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01630

SUBSTITUTIONS

PART 1 GENERAL

1.01 General

Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions and shall contain complete data substantiating compliance of proposed substitution with Contract Documents.

1.02 Substitutions

- A. During a period of 60 days after execution of Contract, ENGINEER will consider written requests from CONTRACTOR for substitution of products or construction methods (if specified).
 - 1. After end of specified period, requests will be considered only in case of unavailability of products or other conditions beyond control of CONTRACTOR.
 - 2. If the CONTRACTOR proposes to use products other than named manufacturers in the technical Specification, the ENGINEER reserves the right to require the CONTRACTOR to submit information within the first 30 days after the NOTICE TO PROCEED verifying that the proposed equipment will comply with the Specifications.
- B. Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions, and shall contain complete data substantiating compliance of proposed substitution with the Contract Documents.
- C. In making request for substitution, CONTRACTOR represents:
 - 1. CONTRACTOR has investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
 - 2. CONTRACTOR will provide the same or better warranties or bonds for proposed substitution as for product or method specified.
 - 3. CONTRACTOR waives all claims for additional costs or extension of time related to proposed substitution that subsequently may become apparent.
- D. Proposed substitutions will not be accepted if:
 - 1. They are only shown or implied on the Shop Drawings.
 - 2. Acceptance will require substantial revision of Contract Documents.
 - 3. They will change design concepts or Specifications.
 - 4. They will delay completion of the Work, or the work of other contractors.
- E. The ENGINEER will determine whether substitute brands or products are equal to those specified in the Contract Documents. No substitute will be ordered or installed without the ENGINEER'S prior written acceptance.
- F. The OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a

special performance guarantee or other surety with respect to any substitute.

- G. If the ENGINEER determines that a proposed substitute is not equal to that specified or described in the Drawings or Specifications, CONTRACTOR shall furnish one of the brands or products specified or described, at no additional cost to the OWNER.
- H. Engineering Costs:
1. The ENGINEER will record all time required in evaluating substitutions proposed by CONTRACTOR and in making any change in the Drawings or Specifications occasioned thereby. Whether or not the ENGINEER accepts a proposed substitute CONTRACTOR will reimburse the OWNER for the actual cost of the ENGINEER for evaluating any proposed substitute which either does not meet the requirements of the Drawings and Specifications, or the acceptance of which would require changes to other portions of the Work.
 2. CONTRACTOR shall reimburse OWNER for all associated engineering costs, including redesign, additional shop drawing reviews, investigations, consultant fees and revision of the Contract Documents required because of the substitution.
- I. The time required by the ENGINEER to evaluate and either accept or reject proposed substitutes is included in the Contract Time and no extension of the Contract Time shall be allowed therefore.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01710

CLEANING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Cleaning shall include daily "policing" of the work and surrounding areas to clear general debris waste paper, wood scraps, broken concrete, loose riprap, and other objectionable material along with the final cleanup of site(s) required for project acceptance. **DAILY CLEANUP IS REQUIRED.**

1.02 DISPOSAL REQUIREMENTS

Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute daily cleaning to keep the Work, the site and adjacent properties, free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.
- B. Provide onsite containers for the collection of waste materials, debris and rubbish. All waste materials including containers, food debris and other miscellaneous materials must be disposed of daily in onsite containers.
- C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

3.02 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- D. Prior to final completion or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas to verify that the entire Work is clean.

*** * END OF SECTION * ***

SECTION 01720
PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Maintain at the site for the Owner one record copy of:

- A. Conformed Drawings.
- B. Conformed Specifications.
- C. Change Orders and other Modifications to the Contract.
- D. Engineer's Field Orders or written instructions.
- E. Approved Shop Drawings, Working Drawings and Samples.
- F. Field Test records.
- G. Construction photographs.
- H. Latest, Approved Progress Schedule.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in a manner and location to prevent damage.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI section numbers.
- C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by the Owner.
- E. As a prerequisite for monthly progress payments, the Contractor is to exhibit the currently updated "record documents" for review by the Owner.

1.03 MARKING DEVICES

Provide felt tip marking pens for recording information in the color code designated by the Owner.

1.04 RECORDING

- A. Label each document "PROJECT RECORD" with rubber stamp.
- B. Record information concurrently with construction progress and do not conceal any work until required information is recorded.
- C. Legibly mark drawings to record actual construction:
 - 1. The Contractor shall use the following color code in marking Contract Drawings:
 - a. Yellow for no change.
 - b. Red to indicate additions, deletions and changes.
 - 2. Elevations of various structure elements in relation to elevation datum.
 - a. Elevations referenced to control points established by the Owner's agent.
 - b. Specifically, elevations of drainage culvert inverts, ditch grades, top of roadway and driveway curbs, bridges, etc.
 - 3. Location of internal utilities and appurtenances concealed in the construction by referencing to visible and accessible features of the structure.
 - 4. Field changes of dimension and detail.
 - 5. Changes made by Field Order or by Change Order.
 - 6. Details not on original contract drawings.
- D. Specifications and Addenda; Legibly mark each Section to record:
 - 1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.
 - 2. Changes made by Field Order or by Change Order.
- E. Shop Drawings (after final review):

-
- F. Certified site survey and line elevations and stationing at 100 foot increments and all points of change of direction of channel improvements (Section 01050) by a registered land surveyor.

1.05 SUBMITTAL

- A. At Contract close-out, deliver Record Documents to the Owner.
- B. Accompany submittal with transmittal letter in duplicate, containing:
1. Date.
 2. Project title and number.
 3. Contractor's name and address.
 4. Title and number of each Record Document.
 5. Signature of Contractor or his authorized representative.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01740

WARRANTIES AND BONDS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Compile specified warranties and bonds, as in Articles 5 and 13 of the General Conditions.
- B. Co-execute submittals when so specified.
- C. Review submittals to verify compliance with Contract Documents.
- D. Submit to the Owner for review.

1.02 SUBMITTAL REQUIREMENTS

- A. Assemble and include warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, couplers, and subcontractors including effective dates.
- B. Number of original signed copies required. Two (2) each.
- C. Table of Contents. Neatly typed in orderly sequence. Provide complete information for each item.
 - 1. Product or work item.
 - 2. Firm, with name of principal, address and telephone number.
 - 3. Scope.
 - 4. Date of beginning warranty, and bond.
 - 5. Duration of warranty.
 - 6. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure.
 - b. Instances which might affect the validity of warranty or bond.
 - 7. Contractor, name of responsible principal, address and telephone number.

1.04 FORM OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format:
 - 1. Size 8-1/2-inches x 11-inches, punch sheets for standard 3-post binder.
 - 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS." List:
 - a. Title of Project.
 - b. Name of Contractor.
- C. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of 2-inches, "D" ring.

1.05 WARRANTY SUBMITTAL REQUIREMENTS

- A. For all components of the work, unless stated otherwise in the specifications for each individual item of equipment, submit a written warranty from the manufacturer to replace promptly any component thereof which, in the sole opinion of the Engineer, has defects in design, workmanship, materials, or performance within a one (1) year period following the date of acceptance for operation (Substantial Completion) by the Owner. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of acceptance for operation (beneficial use) by the Owner and shall be read in conjunction with the Contractor's warranty which shall operate together to provide for replacement of defective components and restoration of proper operation. The Contractor shall be solely responsible for both warranties.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

CITY OF HATTIESBURG

SPECIAL PROVISION NO. 907-616-2

CODE: (SP)

DATE: 08/25/2009

SUBJECT: Colored and Imprinted Concrete Median and Island Pavement

Section 616, Median and Island Pavement, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as amended by this special provision is applicable to Colored And Imprinted Concrete only.

907-616.01--Description. This work consists of furnishing all labor, materials, tools, tests, royalties, services and other incidentals as may be required for the good and proper completion of the colored and imprinted concrete island and median pavement.

The locations for colored and imprinted concrete island and median pavement are shown on the plans, but generally are limited to all proposed concrete islands and concrete median end noses.

The Contractor is advised of additional notes on the plans which call attention to particular requirements or conditions regarding colored and imprinted concrete island and median pavement.

Quality Assurance. Installation shall be performed by an installer with at least one year experience in the placement of colored and imprinted concrete paving systems.

907-616.02--Materials. Colored concrete materials and imprinting tool release agents shall meet the following requirements.

- A. Coloring Agents: Contractor shall apply dry-shake to the surface of the freshly poured concrete. The coloring agent shall be a mineral oxide pigment approved by the Engineer. Colors for colored and imprinted concrete shall be selected by the Engineer from Standard or Designer color charts, or an approved manufacturer's color charts.
- B. Curing and Finishing Material: Contractor shall utilize a color-matched curing and finishing material recommended by the manufacturer. Curing materials or methods for uncolored concrete shall not be used with Colored and Imprinted Concrete.
- C. Release Agent: Contractor shall utilize a dry-shake powder to facilitate the release of the concrete imprinting tools. The color of the release agent shall match the selected main coloring agent chosen by the Engineer for the concrete.
- D. Imprinting Tools: Tools shall be of high quality and shall provide uniform control of joint depth.
- E. Imprint Tool Pattern: The imprint pattern to be used for all concrete imprinting shall be a

4" x 8" brick herringbone pattern, with a 4" x 8" matching soldier course border used along the perimeter of all proposed concrete islands and median end noses. The Contractor shall reference the plans for pattern layout and orientation of the imprint patterns.

Once the color, method of coloring, and the imprinting tools have received approval from the Engineer, the Contractor shall provide a 4-foot square test panel, separate from proposed island and median end nose areas, to be reviewed and approved by the Engineer. Engineer will evaluate color as compared to color chart and texture of broom finish.

Subsequent test panels may be required, if the finish, imprint quality, or color is unacceptable to the Engineer. The Contractor shall remove unaccepted test panels immediately from site. Accepted panel shall remain until all colored concrete islands and median end noses have been completed by the Contractor, at which time the Contractor shall then remove the acceptable test panel from the site.

907-616.03.4--Handling, Measuring, Proportioning, and Mixing Materials. Should an integral coloring method be selected by the Contractor, the Contractor shall mix coloring agent in strict accordance with the approved manufacturer's written instructions. Copies of the manufacturer's written instructions shall be furnished to the Engineer prior to manufacture and placement of colored concrete.

Should a dry-shake applied coloring method be selected by the Contractor, the Contractor shall measure and apply coloring agent in strict accordance with the approved manufacturer's written instructions. Copies of the manufacturer's written instructions shall be furnished to the Engineer prior to manufacture and placement of colored concrete.

907-616.03.4--Protection and Curing. Protection and curing materials and methods of application for colored and imprinted concrete shall be in strict accordance with the approved manufacturer's written instructions. Copies of the manufacturer's written instructions shall be furnished to the Engineer prior to manufacture and placement of colored concrete.

907-616.04--Method of Measurement. Colored and imprinted concrete median and island pavement, completed and accepted, will be measured by the square foot or square yard. Test panels will not be measured for separate payment.

907-616.05--Basis of Payment. Colored and imprinted concrete median and island pavement, measured as prescribed above, will be paid for at the contract unit price per square foot or square yard, which price shall be full compensation for all labor, tools, materials, equipment, test panels, placement of concrete, imprinting the concrete, and all incidental necessary to complete the work.

Payment will be made under:

907-616-C: Colored and Imprinted Concrete Median and
Island Pavement, Thickness

- per square foot or
square yard

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-632-1

CODE: (IS)

DATE: 11/15/2017

SUBJECT: Traffic Signal Cabinet Assemblies

Section 632, Traffic Signal Cabinet Assemblies, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

Delete Section 632 on pages 517 thru 538, and substitute the following.

SECTION 907-632 - TRAFFIC SIGNAL CABINET ASSEMBLIES

907-632.01--Description. This work consists of furnishing, assembling, configuring and installing all component materials and software required to form completed traffic signal controller assemblies, closed loop master controller assemblies and signal system installation of the types specified, in conformity with these specifications, to ensure fully operational traffic signal installations as shown on the plans.

907-632.02--Materials.

907-632.02.1--Cabinet Assembly. Cabinet Assemblies shall meet the NEMA 3R requirements and be constructed principally of 0.125-inch thick, 5052-H32 aluminum. The aluminum shall have a mill finish per NEMA TS 2 7.7.3. Intermittent welds may be used for construction and any unwelded cabinet seams shall be sealed with clear RTV silicone. All external fasteners shall be stainless steel and no holes will be allowed in top of cabinet.

The door handles shall be stainless steel or cast aluminum. Door hinges shall be of the continuous type with a stainless steel hinge pin. Rivets are not be used to attach the hinge. The main door stop rod shall be constructed using stainless steel. The door stop mechanism shall be adjustable and capable of being securely latched in multiple opened positions including 90 degrees and a maximum of 120 degrees. The brackets attaching the stop rod to the door and cabinet shall be aluminum and welded in place. The main door cylinder lock shall be a #2 key type lock. Two (2) traffic industry standard No. 2 keys shall be provided with each cabinet and shall be made using heavy duty key blanks.

Extruded aluminum channels permanently attached to the right and left cabinet sides shall be provided for attaching adjustable shelving and mounting of other component panels. The cabinet shall have two (2) shelves installed. Both shelves shall be provided with the front edge pre-drilled with 0.25-inch holes located twelve (12) inches apart.

907-632.02.2--Physical Features.

907-632.02.2.1--Pull Out Drawer. A pull out drawer shall be installed and centered under the

bottom shelf. The drawer shall be made of 0.080-inch thick, 5052-H32 aluminum and come out on full extension drawer slides. The pull out drawer shall provide an approximate 16-inch x 14-inch working area and have the ability to bear a constant 25 pound burden. There shall be a compartment for document storage. The lid shall be hinged at the rear, to gain access to the storage area. The drawer will be used to store documents as well as support a notebook computer. The drawer slides shall be of the full extension ball bearing type. Dimensions of the drawer shall be large enough to support a notebook computer and a drawer of sufficient size to hold at least two (2) copies of the cabinet drawings and other related cabinet documentation. The surface of the lid shall have a non-slip surface.

907-632.02.2.2--Cabinet Lighting. Cabinets shall be provided with a minimum of two (2) white light LED modules. One (1) lighting module shall be installed along the front top section of the cabinet and the second lighting module shall be installed underneath the bottom cabinet shelf in such a location as to provide direct lighting of the load bay area of the cabinet but must not interfere with the cabinet drawer operation.

Both LED lighting modules shall be controlled by a NEMA rated, commercial quality, pushbutton door switch. The cabinet lighting shall turn on when the cabinet main door is opened and shall turn off when the main door is closed or an ON/OFF NEMA rated, commercial quality, toggle switch mounted on the inside cabinet door service panel shall be provided to turn both LED lighting modules on or off.

907-632.02.2.3--Police Panel Switches. Police panel switches shall be provided with all controller cabinets. All switches shall be hard wired and labeled as to their function.

NORMAL-FLASH: When this switch is in the FLASH position, all signal indications shall transfer to the flashing mode. AC power shall be removed from the load switches when the signal indications transfer to the flashing mode.

The controller unit shall operate in accordance with appropriate specifications during the flashing mode. When the switch is placed in the NORMAL position, transfer from the flash mode to normal operation shall be made in accordance with uniform code flash requirements.

SIGNAL ON-OFF: AC power shall be removed from the signal heads and the intersection will become dark when this switch is in the OFF position.

MANUAL CONTROL ON-OFF: When this switch is in the ON position, a logic ground shall be applied to the manual control enable input of the controller unit.

INTERVAL ADVANCE INPUT JACK: A manual jack shall be installed on the police panel. The jack shall inter-mate with a 3-circuit, 1/4-inch diameter phone plug. The tip and ring (middle) circuits of the jack shall be connected to the logic ground and the interval advance inputs of the controller unit. When the manual hand cord is plugged into the jack and the pushbutton is pressed, logic ground shall be connected to the interval advance input of the controller unit.

When specified in the contract documents, an interval advance cord shall be provided. The cord

shall have a minimum length of three (3) feet. It shall have a ¼-inch diameter, three circuit plug connected to one end and a manual pushbutton enclosed in a hand-held enclosure at the other end. A complete cycle (push-release) of the manual pushbutton shall terminate the controller unit interval which is active except the vehicular yellow and red clearance intervals. Cycling the pushbutton during the vehicular yellow or all red clearance intervals shall not terminate the timing of those intervals.

907-632.02.2.4--Service Panel Switches. Service panel switches shall be hard wired and clearly labeled to identify as to their functions. Service panel switches shall be mounted on the service panel located on the inside of the main cabinet door. Alternate switch locations may be described in the plans or contract documents but final switch design and location shall be approved by the Engineer prior to cabinet fabrication.

NORMAL-FLASH: When this switch is in the FLASH position, all signal indications shall transfer to the flashing mode. AC power shall be removed from the load switches when the signal indications transfer to the flashing mode.

The controller unit shall operate in accordance with appropriate specifications during the flashing mode. When the switch is placed in the NORMAL position transfer from the flash mode to normal operation shall be made in accordance with uniform code flash requirements.

CONTROLLER ON-OFF: When this switch is in the OFF position, AC power shall be removed from the controller. When this switch is returned to the ON position, the controller unit shall perform normal start up functions and resume normal operation in accordance with the applicable specification.

STOP TIME-RUN-NORMAL: A 3-position manual switch shall be provided which places the controller into Stop Time mode manually or through remote input.

VEHICLE DETECTORS: A 3-position switch shall be provided for each vehicle and pedestrian detector circuit. All switches shall be located on a panel mounted on the inside of the main cabinet door. The switch panel shall be labeled CALL SWITCH. Labeling of phase number and intended function (vehicles or pedestrian calls) shall be provided for each switch.

The vehicle detector switch functions are defined as follows:

Locked Call	Call is continually placed into the controller unit.
Off (center)	Vehicle detector is connected to the controller unit vehicle detector input, i.e. normal detector operation.
Momentary Call	Call is continuous as long as the switch is manually held in this position.

907-632.02.2.5--Police and Service Panel Locations. The police and service panels shall be constructed of 5052-H32 0.125-inch thick aluminum.

The police panel shall be located behind the police door which is enclosed within the main door.

The police door shall be hinged and provided with a neoprene gasket seal. Access to any portion or equipment contained behind the main cabinet door shall not be accessible through any part of the police panel. The police panel shall be of appropriate dimensions to accommodate all switch or devices described within this specification, the plans or contract document. The police door shall be provided with a treasury #2 key type lock and two (2) keys for the police door lock shall be provided with each cabinet.

The service panel shall be mounted on the inside portion of the main cabinet door, adjacent to the back side of the police panel or on the left hand side of the cabinet.

907-632.02.2.6--Cabinet Ventilation. Cabinets shall be vented to allow dissipation of the heat generated by the equipment contained within. All cabinets shall have a thermostatically controlled exhaust fan located at the top of the cabinet that is capable of 100 cubic feet per minute air displacement. The thermostat shall be mounted on the inside top of the cabinet and shall have a nominal temperature range from 80°F to 170°F.

The intake vent shall be louvered or equivalent design to prevent rain infiltration. The vent area will be located along the bottom portion of the cabinet door. A 16-inch x 12-inch x 1-inch disposable pleated air filter shall be provided on the inside portion of the cabinet and shall fully cover the vent area.

907-632.02.2.7--Air Filter Assembly. Air filters shall be one piece and shall be held firmly in place against the cabinet door in order to prevent dust from bypassing the perimeter of the filter and shall fully cover the vent area. Wing nuts or thumbscrews are preferred. Air filter shall be a 16-inch x 12-inch x 1-inch disposable pleated filter.

907-632.02.2.8--Cabinet Sizes.

907-632.02.2.8.1--Type I Cabinet. A Type I cabinet, 51"H x 30"W x 18"D, may be used for both pole and base mounted cabinets that require a maximum eight (8) position load bay. Pole mounted cabinets do not require rear access.

907-632.02.2.8.2--Type II Cabinet. A Type II cabinet, 51"H x 36"W x 18"D, may be used for both pole and base mounted cabinets that require a maximum twelve (12) position load bay. Pole mounted cabinets do not require rear access.

907-632.02.2.8.3--Type III Cabinet. A Type III cabinet, 56"H x 44"W x 27"D, shall be used for base mount installations and shall require a sixteen (16) position load bay and rear access door.

907-632.02.2.8.4--Type IV Cabinet. A Type IV dual chamber cabinet, 56"H x 57"W x 29"D, shall be used for base mount installations and shall require a sixteen (16) position load bay, rear access door, and external generator plug. When called for in the plans, a UPS shall be housed inside this cabinet.

907-632.02.2.8.5--Type V Cabinet. A Type V cabinet, 77"H x 44"W x 27"D, shall be used for base mount installations and shall require a sixteen (16) position load bay and rear access door.

907-632.02.3--Power Distribution Panel. The power panel shall be wired to provide the necessary power to all equipment. It shall be manufactured from 0.125-inch thick, 5052- H32 aluminum. The power panel shall house the following components: Main Breaker, Auxiliary Breakers, and Terminal Block. The panel shall be of such design so as to allow a technician to easily access the main and auxiliary breakers.

A 3-position terminal block with a removable insulated cover accepting up to AWG #4 stranded wire shall be supplied for accepting only the incoming power lines. This terminal block shall be in advance of and supply only the 30-amp main breaker, 10-amp and 5-amp Auxiliary breakers, AC neutral buss and earth ground buss.

907-632.02.3.1--Ground and Neutral Busbars. Cabinet grounding shall meet the requirements set forth in Subsection 722.09 for grounding and ground rods. A solid copper ground busbar shall be mounted on the side of the cabinet wall adjacent to the power panel for the connection of chassis ground wires. If more than one (1) ground busbar is used in a cabinet, a minimum of an AWG #6 copper wire shall be used to bond them.

The copper ground busbar shall have a minimum of thirteen (13) connector points, each capable of securing at least one (1) AWG #6 conductor.

A solid copper neutral busbar shall be mounted on the side of the cabinet wall adjacent to the power panel for the connection of AC neutral wires.

The copper neutral busbar shall have a minimum of thirteen (13) connector points, each capable of securing at least one (1) AWG #6 conductor.

907-632.02.3.2--Terminal Strips. Conductors shall be terminated on terminal strips with insulated terminal lugs. When two (2) or more conductors are terminated on field wiring terminal strip screws, a terminal ring lug shall be used for termination of those conductors. The voltage and current rating of terminal strips shall be greater than the voltage and current rating of the wire which is terminated on the terminal strip.

907-632.02.3.3--Cabinet Receptacles. A 3-wire 115 Volt AC (15A) Ground Fault Circuit Interrupt (GFCI) duplex receptacle shall be provided in the cabinet for maintenance use. It shall be securely mounted near the bottom right side of the cabinet and easily accessible.

Two (2) 3-wire 115 Volt AC (15A) non-GFCI protected outlets shall be installed, one on each side of the cabinet. These two (2) outlets are used for communication or other auxiliary equipment.

907-632.02.3.4--Operating Line Voltage. All equipment shall be designed to operate from a 120 volt, 60 cycle AC supply. Operation shall be satisfactory at voltages from 105 volts to 130 volts. All operating voltages into and out of the controller shall be NEMA level DC voltages except for the controller AC power source (Connector A, Pin p – AC-Control and Pin U – AC Common).

907-632.02.3.5--Circuit Breakers. Circuit breakers shall meet the requirements set forth in

Subsection 722.07. A 30-amp main breaker, with a minimum of 10,000 amp interrupting capacity, shall be provided for all cabinets to supply power to the controller, MMU, signals, and rack power supply.

Two (2) auxiliary breakers shall be provided. The first breaker, 10-amp, shall supply power to the fan, light, GFCI utility receptacle and two (2) auxiliary standard receptacles. The second breaker, 5-amp, shall be installed to supply power for the Controller Unit and MMU2. The above circuit breakers line side shall be jumpered together and will be fed from an external main circuit. A third 5-amp breaker shall be required if an ITS camera panel is called for in the plans.

907-632.02.3.6--Main Line Arrestors. Surge protection shall be provided that meets the requirements set forth in Subsection 722.12. A main line arrestor shall be provided to reduce the effects of voltage transients on the AC power line. It shall be installed after the circuit breaker. The main line arrestor shall be sufficient to protect all equipment and devices as per the plans and the following minimum specifications.

- Multi-stage Hybrid Design
- Series induction filtering
- Thermally protected Metal Oxide Varistors (TMOV's)
- Operating Voltage: 120 VAC
- Clamping Voltage: 395 VAC
- Operating Current: 15 A
- Peak Surge Current: 50 kA/Mode, 100 kA/Phase
- Operating Frequency: 47-63Hz
- EMI Attenuation: 40 dB Typ
- SPD Technology: TMOV's w/ W-C Filter
- Modes of Protection: L-N, L-G, N-G
- Status Indication: Power On & TMOV's Functional
- Connection Type: ¼-20 Stainless Steel Stud
- Operating Temperature: -40°F to +185°F

907-632.02.3.7--Solid State Main Line Relay (SSR). A normally-open, 75-amp, hybrid SSR shall be provided on the power distribution panel. The relay shall include a LED indicator to verify circuit power.

907-632.02.4--Terminal Facilities Board. The Terminal Facility shall be a hardwired load bay for NEMA TS 2 Type 1 actuated controllers. The load bay shall include either eight (8), twelve (12) or sixteen (16) load switch positions, as specified by the plans, and shall be centered along the back of the cabinet below the bottom shelf.

All wires terminated behind the backboard, as well as any additional panels, shall be soldered. No pressure or solderless connectors shall be used, unless they are soldered to the wire and tab after connection.

907-632.02.4.1--Load Switches and Flashers. Solid State Load Switches, compatible with low

wattage LED signals, shall be provided for the sequence called for on the plans. The load switch sockets shall be wired for triple-signal load switches conforming to NEMA TS 1-1994 and NEMA TS 2-2003 requirements.

The flasher socket shall be wired for and provided with a Type 3, two (2) circuit Solid State Flasher conforming to NEMA TS 1-1994 and NEMA TS 2-2003 requirements. It shall be possible to flash either the amber or red indication on any load switch outputs. It shall be possible to easily change the flash indication from the front side of the panel using readily available tools such as a screwdriver. A nominal flash rate of 50 to 60 FPM shall be provided. Flash rate shall be stable when used with generators or inverters.

Support(s) shall be provided to support the Flasher and Load Switches at some point approximately half of the total length from the panel surface. Sufficient area beneath the Load Switch or Flasher shall be clear in order to allow for free flow of air across the Load Switches or Flasher. Load Switches and Flashers must be provided with LED indicator lights on the side facing the cabinet door.

907-632.02.4.2--Flash Transfer Relay. All flash transfer relays, as a minimum, shall meet NEMA TS 1 requirements. The number of relays that shall be supplied with each cabinet shall accommodate the number of signal phases as indicated in the project plans. The coil of the flash transfer relay must be de-energized for flash operation.

907-632.02.5--Cabinet Wiring. Controller cabinets shall be wired in accordance with the signal phasing plans. If phases are indicated as omitted for future use, or if phases are not shown to be used in the plans, the cabinet shall be wired for use of the phases shown as future or unused. Load Switches shall not be provided for future or unused phases.

Wiring in the cabinets shall conform to the requirements of the National Electrical Code (NEC) and all of these specifications. All conductors in the cabinet shall be stranded copper. All wiring shall be laced. All wiring shall be in accordance as specified by Section 636 and Subsection 722.03 for Electric Cable and IMSA Specification 19 and/or 20 for Signal Wiring.

Connector harnesses for controller, conflict monitor, vehicle detectors, and accessory equipment (including NEMA defined Card Rack with power supply and pre-wired optical detection slots) shall be provided and wired into the cabinet circuitry. Connecting cables for controller and conflict monitor harnesses shall be sleeved in a braided mesh. All wires shall be securely terminated on terminal strips. The lay of the interconnect cable between the components must be such that when the door is closed, it does not press against the cables or force the cables against the various components inside the cabinets.

All communication wiring shall be bundled and routed independently of all other wiring. All live conductors shall be covered with suitable insulating material. All equipment grounds shall run directly and independently to the grounding bus.

All wires shall be cut and terminated as close as possible to the proper length before assembly. Consideration of equipment location adjustments must be made when determining appropriate

wire lengths. Excessive lengths of wire or cable shall not be allowed. All line voltage conductors used in controller cabinet shall conform to the following color code:

AC Neutral: White
AC Hot: Black
Safety Ground: Green

907-632.02.5.1--Signal Terminal Arrestor Grounding Bar. A field terminal arrestor grounding bar shall be provided along the back portion of the cabinet for the installation of signal arrestors. This bar shall be attached using an AWG #10 stranded copper to the earth ground circuitry.

907-632.02.5.2--Signal Terminal Arrestors. The field terminal arrestor shall be a three (3) circuit protective device intended for use on traffic control load relay outputs. The arrestor shall be furnished with three (3) leads and a grounding stud which will be used to attach the arrestor to the grounding bar. The field terminal arrestor shall meet the following minimum specifications:

- Operating Voltage: 120 VAC
- Clamping Voltage: 475 VAC
- Peak Surge Current: 10 kA
- Operating Frequency: 47 – 63 Hz
- SPD Technology: MOV's
- Connection Type: Wire Leads
- Lead Wire: 14 AWG 12" Length
- Ground Stud: 10 x 32 5/8" Length
- Operating Temperature: -40°F to +185°F

907-632.02.6--Accessory Components.

907-632.02.6.1--Traffic Actuated Controller Unit. The fully actuated controller unit shall, at a minimum, meet the requirements of both NEMA TS 1–1989 and NEMA TS 2-2003 requirements for actuated controller units. The controller shall be of the TS 2 Type 2 configuration. The controller shall be provided with the multiple communication interface devices or properties as defined below.

- 10 Base-T Ethernet with front panel RJ-45 connector
- IEEE defined MAC address
- EIA-232 port
- External Serial Fiber options for both single and multi-mode (optional as per plans)
- External FSK 1200 bps modem (optional as per plans)
- D connector with 37 pin configuration for TS 1 compatibility
- USB port for signal controller database upload/download to the controller flash
- Controller
- ECOMM Compatible

The controller unit must have an alphanumeric backlit LCD display with a minimum of sixteen

(16) lines at 40 characters per line. The controller must be air-cooled with sufficient ventilation openings and capable of operating between -30°F and 165°F. The controller unit must be provided with a time-of-day clock, automatic daylight savings time adjustment and a power supply for maintaining SRAM during a power outage. The controller unit shall be capable of being used in a Closed-Loop System and must be capable of operating in the role of master controller in a Closed Loop System. The controller unit firmware shall be fully compatible with the Department's existing Traffic Signal Management Software. The Contractor shall ensure all controller firmware versions are compatible with the existing Traffic Signal Management Software that the Regional Department staff currently utilizes prior to submitting the controller for approval. The Contractor shall notify the Department if any special controller configuration or firmware is needed prior to submitting the controller for approval based on project requirements.

Where Flashing Yellow Arrow (FYA) operations are being used, all traffic signal controller firmware shall be capable of delaying the onset of the flashing yellow arrow.

All operator entered data shall be stored and backed up on to a flash memory device provided with the controller unit at no cost. This flash memory device shall require no battery to support value storage. No internal components of circuitry shall require battery support. The database shall be able to be backed up to a USB drive via the USB drive on the controller.

Traffic Actuated Controllers shall be of the Type shown on the plans. Type 1 Controllers shall have a Linux based processor and a minimum of one (1) USB port. Type 2 Controllers shall have the same features as Type 1 Controllers with the addition of an ATC backplane.

Type 3 Controllers shall have all features of the Type 2 Controller with the addition of the ATC module. All three (3) types of actuated controllers shall have Master controller capability, and if required shall be designated with 'M' in the plans.

907-632.02.6.2--Closed Loop Master Controller Unit. When called for in the plans, this work also consists of furnishing, installing and configuring the equipment, software and accessories necessary to connect one (1) traffic Closed-Loop Master Controller to its corresponding central or portable PC-based Traffic Computer Facility Control System via a communications connection. The communications or network connection device will be either existing or provided by the Contractor.

907-632.02.6.2.1--General. The Master shall monitor intersections in the system, display status and operational state and provide traffic flow data from intersection vehicle detectors. The Master shall include all communications equipment and software necessary to provide reporting to a remote terminal as well as upload/download of all local intersection data and provide timing synchronization. Communications to local controllers from the Master and from the Master to the central-office computer facility shall be by FSK, 900 MHz Radio, Broadband Radio, Serial Fiber, Ethernet, Fiber, Cell Modem or Leased Line, as indicated in the plans. The Master shall be able to run on the same controller simultaneously operating the intersection, with the local signal control software, on any given controller unit.

907-632.02.6.2.2--System Configuration. The system architecture shall be designed to minimize

the effect of equipment failures on system operation and performance. The system consists of four (4) principal elements:

- Local System Intersection Controllers
- Communication (Telemetry Links)
- On-Street Master(s)
- Central-Office Computer Software

907-632.02.6.2.3--Local System Intersection Controller. The local system intersection controllers connected to the Master controller unit shall be capable of controlling a fully actuated two (2) to sixteen (16) phase intersection and shall meet or exceed NEMA TS 1-1989 and TS 2-2003 standards for fully actuated traffic control units. The local controller shall have internal communication capability with direct access to the data memory. The local system controller shall be capable of processing controller and detector data and provide all necessary intersection control functions. The local system intersection controller shall meet the requirements of the Traffic Actuated Controller Unit.

907-632.02.6.2.4--Communications (Telemetry) Links. The communications links for the "Closed-Loop" System shall perform the following functions:

- Provide the medium (radio/fiber/hardwire/etc.) for two-way communications between the On-Street Master and the local intersection controllers.
- Provide the medium for two-way communication between the On-Street Master and the central-office computer facility.
- Error checking shall be included in both mediums to assure transmission and reception of valid data.

907-632.02.6.2.5--On-Street Master. The On-Street Master may be located at an intersection and connected via the communication network to at least 32 local intersection controllers. The Master shall be capable of implementing Traffic Responsive Control, Time Base Control, Manual Control or Remote Control modes of operation.

Analysis of sampling sensor data from at least 64 system detectors and corresponding selection of the best Traffic Responsive timing pattern shall be provided by the On-Street Master during the Traffic Responsive mode of operation.

Automatic and continuous monitoring of system activity shall be provided by the On-Street Master to include both Master and intersection alarm conditions.

System parameter entry shall be provided via the On-Street Master including all Master and local intersection assignment and group parameters. Master parameters shall include:

- System coordination setup and pattern data entry by group
- System time base event scheduler
- System traffic responsive computational and pattern selection setup by group
- Intersection system group and detector assignments

The On-Street Master shall provide comprehensive system report generation including, as a minimum: system, intersection, detector and failure status and history reports in addition to system performance reporting.

A RS-232C interface shall be provided on the On-Street Master to allow for printing of reports or for interconnecting to a remote central site.

To enhance overall system operation and increase system management flexibility, the On- Street Master shall also support two-way dial-up communications to a central office computer for control, monitoring, data collection and for timing pattern updating purposes, all from a remote central office location. Continuous, seven (7) days/week - 24 hours/day, system monitoring shall be enhanced by the On-Street Master's capability to automatically dial-up the central office computer upon detection of user defined critical alarm conditions.

907-632.02.6.2.6--System Functional Requirements.

907-632.02.6.2.6.1--Operator Interface. In order to provide ease in programming and operation, the system shall provide a simplified user-friendly menu format at each local, master and central office facility. No special programming skills shall be required for the user to fully access and operate this control and monitoring system at any level.

All programming, both of the local intersection controllers and the On-Street Master(s) shall be via a front panel keyboard and display, driven by English Language menus. All data change entries will be automatically verified against established ranges prior to acceptance to prevent programming data errors. Data access shall be controlled by user- definable access controls.

907-632.02.6.2.6.2--System Traffic Control. The system shall have the capability of controlling a minimum of sixteen (16) vehicle phases and eight (8) pedestrian phases. The system shall have the capability of implementing a minimum of four (4) timing rings, fifteen (15) alternate sequences, and sixteen (16) offsets.

The system shall provide the capability of selecting any of the following operational modes on a group basis:

- Traffic Responsive
- Time Base (Time-of-Day/Day-of-Week)
- Remote (External Command)
- Manual (Operator Entry)

The system shall be capable of implementing system FLASH and system FREE operation. The system shall have the capability to command, on/off based on time, up to eight (8) independent special functions.

907-632.02.6.2.6.3--Detectors. The system shall have the capability of accepting and processing data from at least 632 system detectors for Traffic Responsive program selection.

907-632.02.6.2.6.4--Pattern Selection. In addition to providing Manual and Remote program selection capability, the Master shall provide for Traffic Responsive and Time Base modes of operation for timing pattern selection.

907-632.02.6.2.6.4.1--Traffic Responsive Mode. Traffic plan selection in the Traffic Responsive mode shall be user-enabled and supplied with the controller, per the plans and specifications. The pattern selection shall be based on sampling detector volume and occupancy analysis by the On-Street Master.

907-632.02.6.2.6.4.2--Time Base Mode. The system shall provide the capability of implementing time-of-day, day-of-week and week-of-year control for each of the two (2) groups using an internal time clock referenced to the 60-Hz AC power line frequency for its time base. The Time Base mode shall contain automatic adjustment for leap year and daylight savings time changes.

The system Time Base mode shall provide, as a minimum, 100 events each capable of requesting any of the 48 traffic control patterns along with Traffic Responsive override enable or auxiliary events consisting of enable/disable any of up to four (4) system-wide special functions and setting sample and log interval time periods.

907-632.02.6.2.6.5--System Control Priority. The system coordination control (program-in-effect) for each group shall be selected on a priority basis. The priority from highest to lowest shall be as follows:

- Manual Control Entry
- External Control (Remote Command)
- Time Base Control (Time-of-Day/Day-of-Week) (Traffic Responsive control will prevail whenever Traffic Responsive Override Enable is active and the selected cycle length is greater than that being commanded by Time Base)
- Traffic Responsive Control

907-632.02.6.2.6.6--Measures of Effectiveness. The system shall have the capability to report selected Measures of Effectiveness (MOE's) on an intersection basis. MOE calculations shall be made on all phases by the local system intersection controller and as a minimum shall include measures such as: volume, number of stops, delays and green utilization. These measures shall be calculated on the basis of the active timing plan. Alternate ways of reporting MOE'S may be approved on a case-by-case review.

907-632.02.6.2.6.7--Uploading and Downloading. The system shall provide, for any selected local system intersection controller, the capability of uploading and downloading any or all, new or modified local intersection parameters from the central-office computer and the Department Central Traffic Signal Management Software, and shall include, as a minimum, all: Phase Timing and Unit Data; Coordination Data, Time Base Data; Preemption Data, System Communication Parameters, System Traffic Responsive Data, and any other System Data residing at the intersection such as Detector Diagnostic Values, Report Parameters and Speed Parameters.

During either uploading or downloading operations, normal traffic control operations shall not be suspended. All data shall be continually accessible and may be displayed at the On- Street Master or the central office computer.

907-632.02.6.2.6.8--System Monitoring and Diagnostics. The system shall automatically and continually monitor system activity and log/report occurrences of Master and intersection alarm conditions. All alarm condition events shall include at the intersection, (Master and central-office computer) an alpha-numeric description of the event as well as the time and date of occurrence.

As a minimum, monitored master alarms conditions shall include:

- Insufficient or Improper Data
- Failed Computational Channels
- Failed System Detectors
- Intersection Communication Failure
- Failed Controllers
- Minimum of six (6) special user defined alarms for user application flexibility
- Monitored intersection alarms conditions shall include as a minimum:
 - Cycle Faults and Failures
 - Coordination Failures
 - Voltage Monitor
 - Conflict, Local and Remote Flash Conditions
 - Preempt
 - Local Free
- Minimum of six (6) special user defined alarms for additional user flexibility.

When the Master detects a critical alarm condition, as defined by the user, it shall automatically dial-up the central office computer and report the condition. On a BUSY or NO ANSWER, the system may be programmed, at user option, to alert a secondary computer.

The system shall also automatically and continually monitor, verify and attempt to correct Sync Pulse, Time Base Clock and Pattern-In-Effect. The system shall provide capabilities to perform diagnostics on system and local detectors, communications and intersection operations. When a fault has been detected, an indication shall be provided. It shall be possible to isolate the fault to the failed unit from controls and indicators available on the Master unit. Auxiliary equipment such as a data terminal or CRT shall not be required to identify the failure.

907-632.02.6.2.6.9--Real Time Display. The Master shall provide for any selected local system intersection controller, real-time status information on its front panel. Real-time intersection status information shall include simultaneous display of: vehicle and pedestrian signal and detector status by phase, overlap signal status and cars waiting count by phase. Real-time controller status information shall include simultaneous display of: two (2) Ring Active timers, On/Next, Call/Recall and Hold/Omit Status by phase, Coordination, Preempt and Stop Time Status.

907-632.02.6.2.6.10--System Management. The system, without hardware changes but with its

ability to directly modify Master and intersection parameters, shall provide the user system configuration and operational controls of the following functions: add/delete controllers and system detectors, enable Traffic Responsive mode, assign intersections to groups, assign system detectors to computational channels and channels to pattern select routines, and assign special and/or standard detectors as system detectors for use with computational channels or to track activity.

907-632.02.6.2.6.11--System Logging and Reports. The system shall automatically and continually process system data and log/report on occurrence of changes in intersection status, system detector status, communications status, controller status and local detector status in addition to system program changes, Traffic Responsive computations, measures of effectiveness and performance.

907-632.02.6.2.6.12--Security. The On-Street Master shall provide for a user-specified security code entry before any data may be altered. In order to view any parameter, security code entry shall not be required. Security access shall be automatically rescinded approximately ten (10) minutes after either access was gained or the last parameter change was entered. The Master and local controller shall have the ability via keyboard to disable security code requirements, allowing for perpetual access without requiring hardware changes.

907-632.02.6.2.7--Design Characteristics. The On-Street Master shall be designed to operate in either an office or field environment and shall be suitably housed in a separate enclosure or in a local intersection cabinet. The Master shall be designed to meet the following electrical and mechanical requirements:

907-632.02.6.2.7.1--Programming and Security. Operator programmable data entry shall be accomplished through panel keyboard(s). The Master shall prevent the alteration of keyboard set variables prior to the user having entered a specific access code through the keyboard. The Master shall maintain user-programmable variables in non-volatile memory with a battery-backed RAM to assure continued efficient system operation.

907-632.02.6.2.7.2--Test and Repair. To enhance maintenance and trouble-shooting activities, On-Street Masters shall include resident diagnostics as a standard. No extender- cards, special tools or PROMs shall be necessary to fully maintain these components. The Master unit design shall ensure that all printed circuit boards be readily accessible for maintenance testing purposes. All fuses, connectors and controls shall be accessible from the front of the Master unit.

907-632.02.6.2.8--Traffic Signal System Software. All Traffic Signal System Software shall be compatible with the latest version of the Department's existing Master and local controllers and existing Traffic Signal Management Software for the Department region.

907-632.02.6.2.8.1--Traffic Signal Closed Loop Software. The Traffic Signal Closed-Loop Software shall provide the ability to manage Master and local controller databases including the uploading and downloading of data parameters. The software shall provide status information and provide reporting capabilities for Master and local controller data, alarms and logs.

907-632.02.6.2.8.2--Traffic Signal System Workstation Software. The Traffic Signal System Workstation shall provide the ability to manage Master and local controller databases including the uploading and downloading of data parameters. The software shall provide status information and provide reporting capabilities for Master and local controller data, alarms and logs.

The Traffic Signal System Workstation Software shall also be capable of operating as a network-connected user workstation to existing centralized signal systems and their associated databases.

When disconnected from the centralized signal system, the software shall be capable of running as a standalone system similar to the Closed-Loop Software. Under this mode, the software shall provide management, report and status functions for Master and local controllers. Under Standalone Mode of operation the software shall allow for its own database(s) for data management without the need for connecting to a centralized signal system database.

907-632.02.6.2.9--Services. Technical services shall be provided, as required, to assist in installation and initial setup of the Closed-Loop Master System and its sub-components. Technical assistance with database migration and/or setup, as well as the development of graphics (such as master maps and local intersection depictions) and the assignment of associated attributes such as detectors, phasing, signals, etc., shall be provided as required. Additionally, training shall be provided on a basic or advanced target user level, as required.

907-632.02.6.3--Malfunction Management Unit (MMU2). The Malfunction Management Unit (MMU2) shall be a shelf-mountable, sixteen (16) channel, solid-state, IP addressable MMU. The MMU2 shall accomplish the detection of, and response to, improper and conflicting signals and improper operating voltages in a traffic signal controller assembly, including support for four (4) section Flashing Yellow Arrow (FYA) left turn displays. The MMU2 shall be capable of running a minimum of twelve (12) different modes of FYA operation.

The MMU2 shall meet or exceed Section 4 requirements of the NEMA Standards Publication No. TS 2-2003 including NEMA TS 2 Amendment #4-2012 and provide downward compatibility to NEMA Standards Publication No. TS 1-1989: Type 12 Operation, in addition to those specifications set forth in this document.

The MMU2 shall include a graphics based Liquid Crystal Display (LCD) to view the current monitor status and navigate the unit's menus. An RJ-45 Ethernet Port shall be provided for communications.

A built-in Diagnostic Wizard shall be provided that displays detailed diagnostic information regarding the fault being analyzed. This mode shall provide a concise view of the signal states involved in the fault, pinpoint faulty signal inputs and provide guidance on how the technician should isolate the cause of the malfunction. The Diagnostic Wizard shall be automatically invoked when the MMU2 is in the fault mode and the HELP button is pressed. It shall also be automatically invoked when the MMU2 is in the Previous Fail (PF) event log display and the HELP button is pressed.

A built-in Setup Mode shall be provided that automatically configures the Dual Indication Enable, Field Check Enable, Red Fail Enable and Minimum Yellow Plus Red Clearance Enable parameters from user input consisting only of channel assignment and class (vehicle, ped, pp-turn, FYA, etc.) responses.

The MMU2 shall be capable of operating in the Type 12 mode with SDLC communications enabled on Port 1. The Channel Status display shall operate in the Type 12 configuration and provide the Field Check function for up to four (4) Pedestrian Walk inputs.

In the interest of reliability and repair ability, printed circuit board mounted MS connectors shall not be acceptable. Internal MS harness wire shall be a minimum of nineteen (19) strand AWG 22 wire.

907-632.02.6.4--NEMA defined Card Rack and Power Supply. A minimum of one (1) NEMA compliant detector card rack with five (5) slot positions (first slot for power supply and four (4) available slots) shall be provided in each cabinet. The detector rack shall be installed on the bottom shelf of the cabinet. The power supply for the NEMA defined card slots shall be provided as a 175W minimum with four (4) independent regulated channels of 24 VDC each rated at 0.75 amps over the full NEMA operating temperature range of -30°F to +165°F. The output should be regulated to 24 VDC +/- 15%. Each of the four (4) outputs shall be independently fused, each with a separate LED for displaying output and fuse status for each of the four (4) outputs. Each of the four (4) outputs shall be protected against voltage transients by a minimum 1500 watt suppressor. All card racks shall be wired for the type detection shown in the plan sheets.

Card Guides shall be provided on the top and bottom of the card rack for each connector position.

907-632.02.6.5--In-Cabinet Network.

907-632.02.6.5.1--Communications Arrestor. The Controller Cabinet network shall consist of an SDLC connection between the Controller Unit and MMU2. Surge suppression for this network shall meet the requirements set forth in Subsection 722.12 and the following minimum requirements below:

- Operating Voltage: 5 VDC
- Clamping Voltage: 8 VDC
- Operating Current: 1.5 A
- Peak Surge Current: 47 A (10x1000 μ s)
- Frequency Range: 0 to 20 MHz
- Insertion Loss: < 0.1 dB at 20 MHz
- SPD Technology: SAD
- Connection Type: DB-15
- Operating Temperature: -40°F to +185°F

907-632.02.6.6--System Communications.

907-632.02.6.6.1--Traffic Signal Ethernet Switch. When specified in the plans or contract

documents, a traffic signal Ethernet switch shall be installed in the cabinet assembly. It shall meet the requirements for the type specified in Section 907-663. Ethernet patch cables of sufficient length shall be provided for all supplied Ethernet ready cabinet components. The switch and all components shall be connected and configured.

907-632.02.6.6.2--Fiber Optic Patch Panel. When specified in the plans or contract documents, fiber optic attenuator patch cords shall be installed in the cabinet assembly as specified in Section 907-661.

907-632.02.6.6.3--Wireless Communications. When specified in the plans or contract documents, wireless communication components shall be installed in the cabinet assembly and shall be as specified in Section 907-662.

907-632.02.6.6.4--Serial Port Server or Terminal Server. When specified in the plans or contract documents, serial port servers shall be installed in the cabinet assembly and shall be as specified in Subsection 907-663.02.2.

907-632.02.6.6.5--GPS Clock. This work includes furnishing a Global Positioning System (GPS) Synchronization clock that can be used to sync the internal clocks in traffic signal controllers when coordination is desired, but communication is not necessary. The GPS Clock System shall provide GPS based time and date synchronization to provide coordination of traffic controllers to a common time base. The system shall process GPS Time data using a tamper/vandal resistant GPS antenna and correct for Time Zone, Daylight Savings Time, Leap Years, and GPS Leap Seconds. The processed time information shall be sent to the traffic controller in the native format for the respective controller. A contact closure synchronization pulse with variable pulse width shall be available for a once per day update. If the GPS antenna is blocked for up to one (1) hour prior to scheduled time of synchronization, the system shall synchronize the traffic controllers with less than 0.4 seconds variance from the accuracy provided under normal operation with GPS satellites in view.

- The GPS Clock shall also meet the following minimum specifications:
- Input Voltage: 9-24 VDC
- Current Draw: 150 mA (max) at 12 VDC: 125 mA (max) at 24 VDC
- Contact Closure: 750 mA at 30 VDC
- Temperature Rating: -29.4°F to +167°F

GPS unit shall be mounted to the traffic signal controller cabinet as per the manufacturer's recommendation. Any and all holes created in the cabinet for the purpose of mounting the GPS unit shall be sealed to the satisfaction of the Engineer at no direct pay.

907-632.02.6.6.6--Power-Over-Ethernet Arrestor. Surge suppression that meets the requirements set forth in Subsection 722.12 shall be provided. In addition, the following minimum specifications shall be supplied for loads that require Power-Over-Ethernet with isolated shielded or non-shielded cable:

- Operating Voltage: 48 VDC
- Clamping Voltage: 68 VDC
- Operating Current: 0.75 A per Pin Continuous
- Peak Surge Current: 10 kA
- Insertion Loss: < 0.1 dB
- SPD Technology: GDT, SAD, with series PTC
- Modes of Protection: All Lines (1-8) Protected (L-L) and (L-G): Signal High- Low; High-Ground; Low-Ground
- Transmission Speeds: 10BaseT; 100BaseT; 1000BaseT
- Connection Type: RJ-45
- Operating Temperature: -40°F to +185°F

907-632.02.7--Detector Panel. A vehicle detector harness shall be provided to connect the detector panel to the card rack. The detector panel shall accept the connection of sixteen (16) field loop inputs and four (4) pedestrian detector inputs.

907-632.02.7.1--Detector Input Arrestors. Field Loop and Pedestrian input arrestors shall meet the requirements set forth in Subsection 722.12. Field loop arrestors shall have differential and common mode protection and be provided with the following minimum specifications:

- Operating Voltage: 75 VDC
- Clamping Voltage: 130 VDC
- Peak Surge Current: 250 A
- SPD Technology: Silicon Break-Over
- Operating Temperature: -40°F to +185°F

Pedestrian input arrestors shall be a four (4) circuit device provided with the following minimum specifications:

- Operating Voltage: 30 VDC
- Clamping Voltage: 36 VDC
- Operating Current: 0.15 A
- Peak Surge Current: 10 kA (8 x 20 μ s)
- Frequency Range: 0 to 20 MHz
- Insertion Loss: < 0.1 dB at 20 MHz
- SPD Technology: GDT, SAD, with Series PTC
- Connection Type: Terminal Block with compression lugs; Terminals accept up to 10 AWG
- Operating Temperature: -40°F to +185°F

907-632.02.8--System Detectors. The controller shall have the ability to receive input data from up to eight (8) special system detectors in addition to the normal actuated controller unit phase detectors. The user shall have the option to assign any of the phase detectors as “system detectors”.

907-632.02.9--Preemption. The cabinet shall be completely wired to accept and service calls from preemption phase selector modules, associated optical detector units and GPS units. Optical detector units and GPS unit cabinet components shall be as specified in Section 639. Provision for two (2) standard card modules shall be accommodated in a separate card rack for preemption. The preemption card rack shall provide a minimum of eight (8) channels.

Provisions shall also be made in the cabinet to accommodate Railroad Preemption when specified in the plans or contract documents. Railroad Preemption shall meet the requirements set forth in Section 639. While it is not necessary that a Railroad Preemption interface board be provided with the cabinet, the cabinet and back panel shall be designed so that a Railroad Preemption interface panel that uses a relay to isolate the track switch from the controller cabinet circuitry can be installed. Preempt 1 and 2, in the case of gate down preemption, shall be reserved for Railroad Preemptions; all subsequent preemptions shall be reserved for Emergency Vehicle, Fire Station, or Police Preemption.

907-632.02.10--Uninterruptable Power Supply. When specified in the plans or contract documents an Uninterruptable Power Supply (UPS) System shall be installed in the cabinet assembly. The UPS shall be installed in the cabinet and meet the requirements set forth in Section 633.

907-632.02.11--Power Service Pedestal. A Power Service Pedestal shall be provided as described in Section 631.03.2.

907-632.03--Construction Requirements.

907-632.03.1--Mounting. Traffic Signal Cabinet Assemblies shall be wall or pole mounted, base mounted on a concrete cabinet pad, or base mounted using a composite enclosure as specified below and as shown in the plans.

Power Service Pedestal shall be base mounted on a concrete cabinet pad or on a composite enclosure as specified below and as shown in the plans.

907-632.03.1.1--Wall or Pole Mounted. Wall or pole mount hardware shall be provided for mounting cabinets in specific installations as indicated in the design plans. Wall or pole mounted cabinets shall be manufactured with rigid tabs, rigid brackets or other acceptable configuration for attachment of the cabinet to the wall or pole support. Rigid attachment devices must allow for field alignment of cabinet to the wall or pole support.

907-632.03.1.2--Concrete Cabinet Pad. Concrete foundations shall be constructed of Class B concrete in specific installations as indicated in the design plans.

Cabinets for installation on a concrete base shall be manufactured with rigid tabs, rigid brackets or other acceptable configuration for attachment of the cabinet bottom to its flat support structure. Rigid attachment devices must allow for field alignment of cabinet with the support base. Concrete base construction details shall be provided in the design plan drawings.

907-632.03.1.3--Composite Enclosure. Cabinets for installation on a composite enclosure base shall be manufactured with rigid tabs, rigid brackets or other acceptable configuration for attachment of the cabinet bottom to its' flat support structure. Rigid attachment devices must allow for field alignment of cabinet with the composite enclosure. Composite enclosure attachment details shall be provided as shown in the plans.

907-632.03.2--Documentation. Documentation packages shall be delivered for each unit at the same time as the equipment to which it pertains.

A minimum of two (2) sets of complete schematic drawings and equipment documentation shall be supplied with each cabinet. The first copy shall be placed in a clear re-sealable print pouch of sufficient size to accommodate one (1) complete set of folded cabinet prints and placed in the pull-out drawer of the cabinet and the second copy shall be provided to the Department. Comprehensive controller data shall be included as part of the cabinet documentation package and shall be placed in the cabinet drawer pouch. Digital copies of all cabinet documentation shall be provided to the Department before final acceptance.

The documentation packages shall contain a schematic wiring diagram of the controller cabinet assembly and all auxiliary equipment. The schematic wiring diagram, including a symbols legend, shall show in detail all integrated circuits, transistors, resistors, capacitors, inductors as well as switches and indicators. All parts shown shall be easily identified on both in the cabinet and on the schematic diagram. Model numbers shall be used on schematic diagram when available.

A complete physical description of the signal cabinet assembly shall be provided to include at least the physical dimensions of the unit, weight, temperature ratings, voltage requirements, power requirements, material of construction, and complete performance specifications.

A complete set of operation guides, user manuals, and performance specifications shall be provided.

Detailed programming instructions, preventative maintenance requirements, and troubleshooting procedures shall also be provided for the controllers. These documents shall fully cover all programming procedures and programmable options capable of being made to the controllers and associated traffic control equipment. Instructions for modifications within the range of the capabilities of the unit such as changes in phases or sequences and programming matrix boards shall be included.

An intersection diagram shall be provided on the cabinet door showing geometric configuration, lane use assignments, controller cabinet and signal pole locations, vehicle and pedestrian signal head locations, vehicle and pedestrian detector zone locations, ring-barrier phasing diagram, and detector channel assignments. The intersection diagram shall be labeled with, at a minimum, a North Arrow, main street name(s), side street name(s), signal pole numbers, vehicle and pedestrian head type(s), detector zone designations, volume density and phase recall requirements, flash sequence. All field wires within the cabinet shall be labeled to coincide with those shown on the intersection diagram.

907-632.04--Method of Measurement. Traffic Signal Cabinet Assembly will be measured as a unit per each.

Remove and Replace Existing Traffic Signal Cabinet Assembly will be measured as unit per each.

Modify Existing Traffic Signal Cabinet will be measured as a unit per each.

Solid State Traffic Actuated Controller, of the type specified in the project plans, will be measured as a unit per each.

Signal Software License, of the type specified in the project plans, will be measured as a unit per each.

Malfunction Management Unit, of the type specified in the project plans, will be measured as a unit per each.

Card Rack, of the type specified in the project plans, will be measured as a unit per each.

GPS Clock, as specified in the project plans, will be measured as a unit per each.

Power Service Pedestal, as specified in the project plans, will be measured as a unit per each.

All pay items shall be inclusive of all materials, work, system integration, testing and incidentals necessary for a complete and operable unit in place and accepted. All removal, turn on, and acceptance of equipment, devices, traffic signals, and traffic signal assemblies shall follow Section 631 - Traffic Signal Systems-General prior to payment.

907-632.05--Basis of Payment. Traffic Signal Cabinet Assembly, measured as prescribed above, will be paid for at the contract unit price per each for each type(s) specified in the contract, which price shall be full compensation for furnishing, installing, configuring, wiring, testing, and mounting foundation construction, cabinets, relays, terminals, circuit breakers, modules, coordination and time base control programs, connectors wiring, overlap equipment, load switches, power cables, power supplies, controller mechanism and housing, MMU2, mounting material, all other materials, and all equipment, labor, tools, and incidentals necessary to complete the work.

Remove and Replace Existing Traffic Signal Cabinet Assembly, measured as prescribed above, will be paid for at the contract unit price per each for each type(s) specified in the contract, which price shall be full compensation for furnishing, installing, configuring, wiring, testing, cabinets, relays, terminals, circuit breakers, modules, coordination and time base control programs, connectors wiring, overlap equipment, load switches, power cables, power supplies, controller mechanism and housing, MMU2, mounting material, all other materials, removal, disposal, transfer, storage, and/or resetting of components that are existing, all other components included in the traffic signal cabinet, and all equipment, labor, tools, and incidentals necessary to complete the work.

Modify Existing Traffic Signal Cabinet, measured as prescribed above, will be paid for at the

contract unit price per each, which price shall be full compensation for furnishing, installing, configuring, and mounting all components, wiring, and devices; rewiring, reconfiguring, removal, disposal, transfer, storage, and/or resetting of existing components and devices, installing or changing coordination and time base control programs in the traffic signal cabinet assemblies, testing, final cleanup, all equipment, labor, tools, and incidentals necessary to complete the work.

Solid State Traffic Actuated Controller, measured as prescribed above, will be paid for at the contract unit price per each for each type(s) specified in the contract, which price shall be full compensation for all labor, equipment, tools, materials inclusive of the controller mechanism(s) and housing(s), all power cables, power supplies, wiring, factory and manufacturing inspection, attachment hardware, testing, storage, packaging, shipping, warranty, and all work, equipment, and appurtenances, and all incidentals necessary to provide a fully functional traffic controller ready for use. It shall also include all documentation including operations and maintenance manuals and other material necessary to document the operation of the traffic controller.

Signal Software Licenses, measured as prescribed above, will be paid for at the contract unit price per each for each type(s) specified in the contract, which price shall be full compensation for all labor, equipment, tools, materials inclusive of furnishing, installing and configuring the Signal Software, all power cables, power supplies, wiring, factory and manufacturing inspection, testing, storage, packaging, shipping, warranty, appurtenances, and all incidentals necessary to provide fully functional Signal Software ready for use. It shall also include all documentation including operations and maintenance manuals and other material necessary to document the operation of the Signal Software.

Malfunction Management Unit, measured as prescribed above, will be paid for at the contract unit price per each for each type(s) specified in the contract, which price shall be full compensation for all labor, equipment, tools, materials inclusive of furnishing, installing and configuring the Malfunction Management Unit (MMU2), all power cables, power supplies, wiring, attachment hardware, factory and manufacturing inspection, testing, storage, packaging, shipping, warranty, and all work, equipment, and appurtenances, and all incidentals necessary to provide a fully functional Malfunction Management Unit (MMU2) ready for use. It shall also include all documentation including operations and maintenance manuals and other material necessary to document the operation of the Malfunction Management Unit (MMU2).

Card Rack, measured as prescribed above, will be paid for at the contract unit price per each for each type(s) specified in the contract, which price shall be full compensation for all labor, equipment, tools, materials inclusive of furnishing, installing and configuring the Card Rack, all power cables, power supplies, wiring, attachment hardware, factory and manufacturing inspection, testing, storage, packaging, shipping, warranty, and all work, equipment, and appurtenances, and all incidentals necessary to provide a fully functional Card Rack ready for use. It shall also include all documentation including operations and maintenance manuals and other material necessary to document the operation of the Card Rack.

GPS Clock, measured as prescribed above, will be paid for at the contract unit price per each for each type(s) specified in the contract, which price shall be full compensation for all labor, equipment, tools, materials inclusive of furnishing, installing and configuring the Global

Positioning System (GPS) Clock(s), all power cables, power supplies, wiring, attachment hardware, factory and manufacturing inspection, testing, storage, packaging, shipping, warranty, and all incidentals necessary to provide a fully functional GPS Clock ready for use. It shall also include all documentation including operations and maintenance manuals and other material necessary to document the operation of the GPS Clock.

Power Service Pedestal, measured as prescribed above, will be paid for at the contract unit price per each for each type(s) specified in the contract, which price shall be full compensation for furnishing, installing, configuring, wiring, testing, and mounting foundation construction, cabinets, circuit breakers, connectors wiring, mounting material, all other materials, and all equipment, labor, tools, and incidentals necessary to complete the work.

Payment will be made under:

907-632-A: Solid State Traffic Signal Cabinet Assembly, Type __ Cabinet, Type __ Controller	- per each
907-632-B: Remove and Replace Existing Traffic Signal Cabinet Assembly, Type __ Cabinet, Type __ Controller	- per each
907-632-C: Modify Existing Traffic Signal Cabinet Assembly	- per each
907-632-D: Solid State Traffic Actuated Controller, Type ____	- per each
907-632-E: Single-user Workstation Signal Software License	- per each
907-632-F: Single-user Server Signal Software License	- per each
907-632-G: Malfunction Management Unit	- per each
907-632-H: Card Rack, ____ Position	- per each
907-632-I: GPS Clock	- per each
907-632-J: Power Service Pedestal	- per each



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Deborah Bourne
cc:
Date: Tuesday, April 18, 2023
Re: Approve the City's purchase of (3) three grave spaces, located in the Southeast Quarter (SE 1/4), Lot 11, Section 30, and South Half (S 1/2) of the Northeast Quarter (NE 1/4), Lot 11, Section 30, at Highland Cemetery, Minute Book# 2008-4, Page 565, in the amount of \$ 525.00, from George or Katherine McCardle, Authorize manual check for the same.
File Number: 2023-237
Minute Book #

Summary

Approve the City's purchase of (3) three grave spaces, located in the Southeast Quarter (SE 1/4), Lot 11, Section 30, and South Half (S 1/2) of the Northeast Quarter (NE 1/4), Lot 11, Section 30, at Highland Cemetery, Minute Book# 2008-4, Page 565, in the amount of \$ 525.00, from George or Katherine McCardle, Authorize manual check for the same.

Recommendation Statement

I am recommending approval for the City's purchase of three (3) grave spaces.

Please place this on the April 18, 2023 City Council meeting for consideration.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

Date: 03/21/2023

To whom it may concern:

I, George McCardle or Katherine McCardle am requesting to sell back (3) grave space (s)

Located at Highland Cemetery, in Section 30, Lot 11, - 1/2 of the SE 1/4, to the
30 11 S 1/2 - NE 1/4

City of Hattiesburg, which was purchased on June 27, 2008 at the price

of \$ 175.⁰⁰ per grave space. Total amount due this request \$ 525.⁰⁰

MB 2008-4, Page 565

Sincerely,

George W. McCardle

Katherine McCardle

Mail to: George McCardle
280 Old Hwy 24
New Augusta, MS. 39462

Phone# 601-964-3421

Approved By:
Deborah Brown
04/04/2023

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DUPLICATE ORIGINAL

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of FIVE HUNDRED TWENTY FIVE AND NO/100 Dollars (\$525.00), 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 George or Katherine McCordle, 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/4) of the Northeast Quarter (NE/4)

and the

Southeast Quarter (SE/4)

Lot Number: 11

Section Number: 30

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing three (3) 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 section 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.

GRANTEES 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 22nd day of July, 2008.

ATTEST

John L. DuPres
CITY CLERK

Johnny J. DuPres
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPres and Eddie R. Myers, 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 22nd day of July, 2008.

My Commission Expires



Mark T. Schmitt
NOTARY PUBLIC

Mail to:		CITY OF HATTIESBURG	
280 Old Hwy 242		PURCHASE OF CEMETERY GRAVE SPACES	
New Augusta, MS 39462		Hattiesburg, Miss. 6-27-2008	
SOLD TO:		<u>George or Katherine McCordle</u>	
Mr. Mrs. Miss		<u>805 Hardy St. Hattiesburg MS 39401</u>	
ADDRESS		<u>MS 39401</u>	
Agrees to purchase the grave spaces described below, subject to Cemetery regulations.			
<u>9</u>	in <u>NE</u>	Lot No. <u>11</u>	Section No. <u>30</u>
<u>900</u>	Number of Grave Spaces	<u>3</u>	Price per grave space \$ <u>175.00</u>
Price Received \$ <u>525.00</u>		CITY OF HATTIESBURG, MISSISSIPPI	
cash		<u>Johnny J. DuPres</u>	



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Deborah Bourne
cc:
Date: Tuesday, April 18, 2023
Re: Approve the sale of grave spaces per attached Memo's, Receipts, and Deeds.
File Number: 2023-236
Minute Book #

Summary

Approve the sale of grave spaces per attached Memo's, Receipts, and Deeds.

Recommendation Statement

I am recommending approval for the sale of grave spaces.

Please place this on the April 18, 2023 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Joyce Carroll

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 61, Section 39, Highland Cemetery

Clem Walker, Sr

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 71, Section 35, Highland Cemetery

Willie E. Bridges

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 106, Section 39, Highland Cemetery

Richard & Cathy Roberts

(2) Spaces \$ 350.00

Northwest Quarter (NW ¼)

Lot 95, Section 34, Highland Cemetery

Samuel Morris

(1) Space \$ 175.00

South Half (S 1/2) of the Southeast Quarter (Se ¼)

Lot 31, Section 34, Highland Cemetery

Kenneth & Barbara Smith Forte

(2) Spaces \$ 350.00

Northwest Quarter (NW ¼)

Lot 44, Section 39, Highland Cemetery

Lucille Martin

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 116, Section 39, Highland Cemetery

Dennis R. McLaurin

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 67, Section 34, Highland Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04/04/2023

SOLD TO:

Mr. Mrs. Miss Lucille Martin

ADDRESS 109 Montague St Hattiesburg, ms. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SE 1/4 Lot No. 116 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

Pd By: Albert Martin

By Deborah Bowine

Supt. of City Cemeteries

Debt card

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04-04-2023

SOLD TO:

Mr. Mrs. Miss Dennis R. McLaurin

ADDRESS 3712 Milkweed Rd. McKinney, TX 75071

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SE 1/4 Lot No. 67 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]

Supt. of City Cemeteries

Card

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04-03- 2023

SOLD TO:

Mr. Mrs. Miss Joyce Carroll
ADDRESS 613 Belle Oak Lane Brandon, MS 39042

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 61 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

Card

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 3-31- 2023

SOLD TO:

Mr. Mrs. Miss KENNETH and BARBARA SMITH FORTE
ADDRESS 128 LAKEWOOD PK BOSSIER CITY LA 71111

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NW 1/4 Lot No. 44 Section No. 39 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.⁰⁰

Price Received \$ 350.⁰⁰
CK # 7609

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04-03- 2023

SOLD TO:

Mr. Mrs. Miss Clem Walker Sr.
ADDRESS 1810 Country Club Rd Apt #95 Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 71 Section No. 35 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., 03-24- 2023

SOLD TO:

Mr. Mrs. Miss Willie E. Bridges

ADDRESS 1207 West Pine Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 106 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

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., 03-24- 2023

SOLD TO:

Mr. Mrs. Miss Samuel Morris

ADDRESS 2157 Evelyn Candy Parkway Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 31 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

CK#1233

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-27- 2023

SOLD TO:

Mr. Mrs. Miss Richard & Cathy Roberts

ADDRESS 1205 Cedar St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NW $\frac{1}{4}$ Lot No. 95 Section No. 34 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.⁰⁰

Price Received \$ 350.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]

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 Samuel Morris, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southeast Quarter (SE¼)

Lot 31

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of April, 2023.

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 18th day of April, 2023.

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 Willie E. Bridges, 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 Northeast Quarter (NE¼)

Lot 106

Section 39

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 18th day of April, 2023.

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 18th day of April, 2023.

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, Richard & Cathy Roberts, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¼)

Lot Number 95 Section Number 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day April, 2023.

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 18th day of April, 2023

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Joyce Carroll, 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 Northeast Quarter (NE¼)

Lot 61

Section 39

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 18th day of April, 2023.

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 18th day of April, 2023.

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 Clem Walker, Sr. 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 Northeast Quarter (NE¼)

Lot 71

Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of April, 2023.

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 18th day of April, 2023.

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, Kenneth & Barbara Smith Forte, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¼)

Lot Number 44 Section Number 39

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 18th day April, 2023.

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 18th day of April, 2023

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 Lucille Martin 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 116

Section 39

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 18th day of April, 2023.

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 18th day of April, 2023.

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 Dennis R. McLaurin 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 67

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of April, 2023.

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 18th day of April, 2023.

My Commission Expires:

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council
From:
cc:
Date: Tuesday, April 18, 2023
Re: Approve claims docket for the period ending April 14,2023.
File Number: 2023-239
Minute Book #

Summary

Recommendation Statement

Please place this on the April 18, 2023 City Council meeting for consideration.