Tuesday, March 4, 2025	**City Council**	**Council Chambers**
3:00 PM	**Special Called Meeting Agenda**	**200 Forrest Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

POLICY AGENDA

1. **2025-163** Approve the minutes for the February 18, 2025 meeting of the City Council.

2. **2024-390** Take from the table: Adopt an Ordinance to amend the comprehensive zoning district map for a located at 532 Cox Street (PPIN 12368, Ward 5, Forrest County) from R-1C (Single-Family Residential) to A-2 (Agricultural Residential). The Planning Commission recommended approval with conditions on September 4th, 2024.

3. **2024-399** Take from the table: Approve the Board of Adjustment's recommendation to approve the request for a variance from the minimum lot size of 43,560 sq ft (1 acre) for an A-2 zoned property to instead allow for a minimum lot size of 16,200 sq ft on a property located at 532 Cox Street. The request is conditional upon the approval of a rezoning request to A-2 (PPIN 12368, Ward 5, Forrest County).

4. **2025-160** Adopt an Ordinance to approve a zoning change request from B-5 to B-1 made by Tony May, Property Owner/Applicant, for a property located at 1927 Hill Street (PPIN 23321, Ward 5, Forrest County). The Planning Commission recommended approval on February 5th, 2025.

5. **2025-172** Adopt an Ordinance amending Ordinance number 3369 adopted on February 18, 2025, the Sidewalk Bank Fee-in-Lieu Program, to repeal Section 5.3.(a) of said Ordinance.

6. **2025-157** Accept the Planning Commission's recommendation to approve a request for a preliminary plat for a major subdivision made by Legacy Park Residential, LLC, Property Owner/Applicant, for an R-1B zoned property located on Beverly Hills Road (PPIN 26210, Ward 1, Forrest County).

7. **2025-159** Accept the Planning Commission's recommendation to approve a preliminary plat for a major subdivision made by Garland Ross Hover and Lonnie Parden, Property Owners/Applicants, Clearpoint Engineers, Property Owner/Applicant, for B-5 zoned properties located on Jackson Road (PPIN 27624, Ward 3, Lamar County).

8. **2025-158** Accept the Planning Commission's recommendation to approve a Conditional Use Request for gravel surfacing instead of hard surfacing made by Cooperative Energy, Property Owner/Applicant for an A-2 zoned property located at 1519 US Hwy 98-E (PPIN 5467, 5523, 27622 & 27656, Ward 5, Forrest County).

9. **2025-161** Accept the Board of Adjustment's recommendation of approval for a variance request from the maximum front yard fence height requirement of 4ft (LDC 7.9.8.6) to instead allow for 8ft fence for a proposed substation made by Cooperative Energy, Property Owner/Applicant, for an A-2 zoned property located at 1519 US Hwy 98-E (PPIN 5467, 5523, 27622 & 27656, Ward 5, Forrest County).

10. **2025-162** Accept the Board of Adjustment's recommendation of approval for variance requests application made by Christen and Brady Raanes, Property Owners for a B-3 zoned property located at 2106 Hardy Street (PPIN 16451, Ward 4, Forrest County). Requested Variances:

- a variance from the curb cut requirement of 10ft from the property line to instead allow for a curb cut 5ft from the property line.
- a variance from the parking space requirement of 16 parking spaces to instead allow for 9 spaces.
- a variance from the landscape island requirement of 8ft wide by 15ft long to allow for 4ft wide by 14ft long.
- a variance from the green space requirement of 10ft to instead allow for 8ft of green space.
- a variance from the minimum front setback of 30ft to instead allow for 15ft from the property line.

11. **2025-164** Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.

12. **2025-167** Adopt a Resolution setting Public Hearing on Monday, April 7th, 2025 at 4:00 p.m. in the City Council Chambers located at City Hall to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.

13. **2025-180** **- Removed -**

14. **2025-176** Adopt a Resolution declaring surplus, signage acquired with the purchase of property at PPIN #18609, and authorize disposition by the execution of a bill-of-sale from the City of Hattiesburg to The Lucky Rabbit, LLC., in accordance with 21-17-1.

15. **2025-156** Approve and authorize the Mayor to execute the release of lien documents filed in relation to code enforcement clean-up assessment per attached memo and authorize recording of the same.

16. **2025-166** Approve Agreement renewal (Agreement # SDA0169) between the City of Hattiesburg, MS and the National Museum of the United States Air Force for the Community Static Display Loan Program and authorize the Mayor to execute in duplicate.

17. **2025-169** Approve a 3-year contract with Environmental Systems Research Institute, Inc. (ESRI) for ArcGIS software access, maintenance and user licenses for a total cost of $126,600.00 and authorize the Mayor to execute in duplicate.

18. **2025-174** Approve a Sponsorship Agreement between the City of Hattiesburg and JTR Productions, INC for advertisement sponsorship, in accordance with Mississippi 17-3-1, for an amount not to exceed $7,500.00 and authorize manual check for the same.

19. **2025-175** Approve Engagement Letter from Hicks Law Firm to represent the City of Hattiesburg, in the matter of Cause No. 25-cv-22.

20. **2025-181** Ratify and confirm the Mayor's appointment of Jerome Brown (W1) to the Hattiesburg Convention Commission for a two (2) year term beginning March 5, 2025, and ending March 4, 2027.

21. **2025-182** Acknowledge bids received on February 13, 2025, for ther Katie-Dabbs Community Center Project and accept the bid of M&P Construction as the best bid received and authorize execution of contract upon preparation.

ROUTINE AGENDA

1. **2025-178** Ratify Addendum to the agreement with Norfolk Southern Railway Company to extend Right of Entry access for Hall Avenue Overpass Bridge.

2.	**2025-183**	Ratify the execution of a Warranty Deed for property located at 309 Crestmont Avenue to the City of Hattiesburg in accordance with the Land and Water Conservation Act of 1965, as amended, 16 U.S.C. 4601-5 *et seq*. (170 ed.)
3.	**2025-170**	Acknowledge receipt of the Two-Quote Docket.
4.	**2025-171**	Acknowledge receipt of bids received on January 30, 2025, for the Engineering Department Term Bids and accept the bids as peer recommendation in the attached memorandum.
5.	**2025-177**	Approve plans and specifications for the Bobby L. Chain Municipal Airport lighting and signage project; Authorize advertisement for bids for same.
6.	**2025-168**	Approve the sale of grave spaces, per attached Memo's, Receipts and Deeds.
7.	**2025-179**	Approve claims docket for the period ending February 28, 2025.

In Memoriam:

- Mr. James Stewart “Pat” Chambless
- Mr. Kenneth Ray Barnes
- Apostle Howard Deshon Gilmore
- Ms. Wheater L. Pope
- Mr. Elbert Harris
- Mr. R. Lee “Chip” Edmonson, II

Meeting Adjourn

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Ronda Kennedy, Clerk of Council**

cc:

Date: **Tuesday, March 4, 2025**

Re: **Approve the minutes for the February 18, 2025 meeting of the City Council.**
File Number: 2025-163
Minute Book #

Summary
According to Miss. Code Ann. § 21-15-33, "the minutes of every municipality must be adopted and approved by a majority of all the members of the governing body of the municipality at the next regular meeting or within thirty (30) days of the meeting thereof, whichever occurs first....."

Recommendation Statement
I recommend approval of the minutes.

Please place this on the March 4, 2025 City Council meeting for consideration.

Published Agenda

Tuesday, February 18, 2025 | **City Council** | **Council Chambers**
4:00 PM | **Tuesday Meeting Agenda** | **200 Forrest Street**

Call to Order
Call to Prayer and Pledge of Allegiance
Presentation Agenda
Citizens' Forum

MB 2023 Page #			
	POLICY AGENDA		
p. 270	**1.**	**2025-149**	Approve the minutes for the February 3 & 4, 2025 meetings of the City Council.
p. 270	**2.**	**2025-86**	Adopt an Ordinance amending Chapter 46 of the Code of Ordinances to establish a Sidewalk Bank Fee-in-Lieu Program.
p. 271	**3.**	**2025-137**	Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.
p. 271	**4.**	**2025-134**	Approve Agreement with Hattiesburg Arts Council to provide Art and Cultural programs for residents; authorize the Mayor to execute and issuance of a manual check in the amount of $25,000.00.
p. 271	**5.**	**2025-126**	Approve Sponsorship Agreement between the City of Hattiesburg and Dream of Hattiesburg Inc., for advertisement sponsorship for Night of Sweet Dreams, February 21, 2025, in accordance with Mississippi 17-3-1, in the amount of 2,500; authorize issuance of manual check and the Mayor to execute the same.
p. 272	**6.**	**2025-151**	Ratify and confirm the Mayor's re-appointment of Neil Rogers (W4) to the Hattiesburg School Board for a term beginning March 1, 2025 and ending February 28, 2030.
	ROUTINE AGENDA		
p. 272	**1.**	**2025-139**	Acknowledge receipt of a Drainage Easement for a portion of Forrest County Tax Parcel No. 2-039B-17-019.00 PPIN 26937.
p. 272	**2.**	**2025-135**	Acknowledge receipt of the monthly budget report for the month ending January 31, 2025.
p. 272	**3.**	**2025-133**	Acknowledge receipt of FY 2024 Expenditure Report from Hattiesburg Arts Council Municipal Programs.
p. 272	**4.**	**2025-148**	Acknowledge Privilege Tax License Report for the month ending January 31, 2025.
p. 272	**5.**	**2025-137**	Acknowledge the setting of a public comment period by the Hattiesburg-Petal-Forrest-Lamar MPO for the proposed amendments to the FY 2025-2028 Transportation Improvement Plan (TIP); and authorize publication of notice.
p. 272	**6.**	**2025-138**	Authorize submission of a grant application to the AARP Community Challenge Grant for $25,000 to replace the pavilion and make other improvements at Osceola McCarty Park.
p. 273	**7.**	**2025-150**	Approve claims docket for the period ending February 14, 2025.

In Memoriam:

- *Mr. Charles J. Brown*
- *Ms. Shelby Jean Bullard Shook*
- *Mr. Charles Killingsworth, Jr.*
- *Mr. Brad Jerome Nix, Jr.*
- *Mr. John N. "Johnny" Quiqley, III*
- *Mrs. Sally Ann Strickler Sullivan*
- *Rev. Howard Gilmore*
- *Ms. Alberta Norris Bradford*
- *Dr. Margaret Dwight Shelton*
- *Ms. Margaret F. Tart*
- *Coach Jack J. "Jimmy" Pierce*
- *Mr. Johnny Ray Smith*
- *Mr. John Walter McArthur, Jr.*

Meeting Adjourn

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Call to Order

BE IT REMEMBERED that the **regular meeting of the Hattiesburg City Council was held at 4:00 p.m. Tuesday, February 4, 2025**, in Council Chambers at City Hall; same being from an adjourned meeting held on February 4, 2025.

Those present included Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1; Deborah Delgado, Ward 2; Carter Carroll, Ward 3; Dave Ware, Ward 4; and Nicholas Brown, Ward 5. Others in attendance included Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Deputy Clerk of Council, Lisa Luu Jolly; City staff members; media; and the public.

Absent: 1 - Clerk of Council, Ronda S. Kennedy.

Council President George **Called the meeting to order**.

Call to Prayer and Pledge of Allegiance

The prayer was given by Officer David Matos.

The Pledge of Allegiance was led by Mayor Toby Barker.

Presentation Agenda

The PRESENTATION AGENDA came before the Council.

There were no presentations at this time.

THE MATTER OF THE AGENDA ORDER came before the Council.

POLICY AGENDA

The POLICY AGENDA came before the Council.

1. **2025-149** Approve the minutes for the February 3 & 4, 2025 meetings of the City Council.

Attachments: 02-03-2025 PH, AR, WS Mins.
02-04-2025 Mins.

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to **APPROVE** the minutes for the *February 3 & 4, 2025* meetings of the City Council.

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

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

Nays: 0

2. **2025-86** Adopt an Ordinance amending Chapter 46 of the Code of Ordinances to establish a Sidewalk Bank Fee-in-Lieu Program.

Attachments: Sidewalk Bank Program Ordinance

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to **ADOPT** an **ORDINANCE (#3369)** amending Chapter 46 of the Code of Ordinances to establish a *Sidewalk Bank Fee-in-Lieu Program*.

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

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

Nays: 0

3. **2025-137** Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.

Attachments: Adjudication Memo 02 18 2025
1. 815 Country Club Rd Adjudication Resolution
2. 717 New Orleans St Adjudication Resolution
3. 624 E 8th St Adjudication Resolution
4. 114 Brookwood Ln Adjudication Resolution
5. 403 Miller St Adjudication Resolution
6. 901 Bouie St Adjudication Resolution
7. 423 E Scooba St Adjudication Resolution

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to **ADOPT RESOLUTIONS (#2025-59-65)** adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.

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

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

Nays: 0

4. **2025-134** Approve Agreement with Hattiesburg Arts Council to provide Art and Cultural programs for residents; authorize the Mayor to execute and issuance of a manual check in the amount of $25,000.00.

Attachments: Hattiesburg Civic Arts Council Contract 2025
Letter of request (1)
2024 Reporting Doc (3)

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to **APPROVE** Agreement with *Hattiesburg Arts Council* to provide Art and Cultural programs for residents; **AUTHORIZE** the Mayor to execute and issuance of a manual check in the amount of $25,000.00.

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

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

Nays: 0

5. **2025-126** Approve Sponsorship Agreement between the City of Hattiesburg and Dream of Hattiesburg Inc., for advertisement sponsorship for Night of Sweet Dreams, February 21, 2025, in accordance with Mississippi 17-3-1, in the amount of 2,500; authorize issuance of manual check and the Mayor to execute the same.

Attachments: Night of Sweet Dreams

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to **APPROVE** Sponsorship Agreement between the City of Hattiesburg and *Dream of Hattiesburg Inc.*, for advertisement sponsorship for Night of Sweet Dreams, February 21, 2025, in accordance with Mississippi 17-3-1, in the amount of $2,500; **AUTHORIZE** issuance of manual check and the Mayor to execute the same.

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

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

Nays: 0

6. **2025-151** Ratify and confirm the Mayor's re-appointment of Neil Rogers (W4) to the Hattiesburg School Board for a term beginning March 1, 2025 and ending February 28, 2030.

Attachments: data sheet.school board

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to **RATIFY AND CONFIRM** the Mayor's re-appointment of ***Neil Rogers*** (W4) to the ***Hattiesburg School Board*** for a term *beginning March 1, 2025 and ending February 28, 2030*.

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

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

Nays: 0

ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to **APPROVE** the Routine Agenda.

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

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

Nays: 0

1. **2025-139** Acknowledge receipt of a Drainage Easement for a portion of Forrest County Tax Parcel No. 2-039B-17-019.00 PPIN 26937.

Attachments: Recorded Permanent Access & Drainage Easement - Rachel Jordan - 600 S. 22nd Ave.

2. **2025-135** Acknowledge receipt of the monthly budget report for the month ending January 31, 2025.

Attachments: REV 0125
EXP 0125

3. **2025-133** Acknowledge receipt of FY 2024 Expenditure Report from Hattiesburg Arts Council Municipal Programs.

Attachments: 2025 FY Report HAC
2024 Reporting Doc
Letter of request
Expense report for FY24

4. **2025-148** Acknowledge Privilege Tax License Report for the month ending January 31, 2025.

Attachments: PTLR 1/2025

5. **2025-153** Acknowledge the setting of a public comment period by the Hattiesburg-Petal-Forrest-Lamar MPO for the proposed amendments to the FY 2025-2028 Transportation Improvement Plan (TIP); and authorize publication of notice.

Attachments: PUBLIC NOTICE 2025-2028 TIP COMMENT PERIOD 2 5 25
Project 513

6. **2025-138** Authorize submission of a grant application to the AARP Community Challenge Grant for $25,000 to replace the pavilion and make other improvements at Osceola McCarty Park.

Attachments: Attachment-A-Sample Application-2024 AARP Community Challenge

7. **2025-150** Approve claims docket for the period ending February 14, 2025.

Attachments**:** DOCKET 25.02.14
DT 25.02.14

In Memoriam:

A MOTION was made by Council President George to Adjourn the meeting in *memory of*:

- *Mr. Charles J. Brown*
- *Ms. Shelby Jean Bullard Shook*
- *Mr. Charles Killingsworth, Jr.*
- *Mr. Brad Jerome Nix, Jr.*
- *Mr. John N. "Johnny" Quiqley, III*
- *Mrs. Sally Ann Strickler Sullivan*
- *Rev. Howard Gilmore*
- *Ms. Alberta Norris Bradford*
- *Dr. Margaret Dwight Shelton*
- *Ms. Margaret F. Tart*
- *Coach Jack J. "Jimmy" Pierce*
- *Mr. Johnny Ray Smith*
- *Mr. John Walter McArthur, Jr.*

Meeting Adjourn

Council President George declared the **meeting adjourned at 4:19 p.m., this 18th day of February 2025**, by unanimous consent, until the 3rd day of March 2025.

ATTEST: **APPROVE:**

Clerk of Council **Council President**

ATTEST AND CERTIFY: **APPROVE:**

City Clerk **Mayor**

****

Memorandum

To: Mayor Toby Barker and Members of City Council

From: Wiley Quinn, Urban Development Director

cc:

Date: Tuesday, March 4, 2025

Re: Take from the table: Adopt an Ordinance to amend the comprehensive zoning district map for a located at 532 Cox Street (PPIN 12368, Ward 5, Forrest County) from R-1C (Single-Family Residential) to A-2 (Agricultural Residential). The Planning Commission recommended approval with conditions on September 4th, 2024.
File Number: 2024-390
Minute Book #MB 2023-171 / Take from the table, retabled

Summary

Recommendation Statement

Please place this on the March 4, 2025 City Council meeting for consideration.

September 2024 HPC Item: E
Ola M. Jordan, Applicant
Request for: **Request for Rezoning (R-1C to A2)**

Board of Adjustment
Case Fact Sheet

Name of Petitioners: Ola M. Jordan, Applicant

Address of Property:	**Tax Parcel**	**PPIN:**	**Ward:**
532 Cox Street	2-042E-26-024.00	12368	5

Request: **Request for Rezoning — R-1C (Single Family Residential) to A-2 A2 (Agricultural Residential)**

Purpose of Request: Ola M. Jordan, applicant, request approval for rezoning from R-1C (Single-Family Residential) to A-2 (Agricultural Residential) for a property located at 532 Cox Street (PPIN 12368, Ward 5, Forrest County).

History / Background: The applicant met with staff regarding the potential of relocating a mobile home to her lot. The mobile home was purchased following the applicant's home burned down earlier this year. Staff advised that her lot was zoned as R-1C (Single Family Residential) and that zoning does not allow for mobile homes to be placed in that zoning. Staff advised that the property would need to be rezoned to an agricultural zoning and the applicant is pursuing a zoning change to A-2 (Agricultural Residential), which allows for the placement of mobile homes. Staff also advised that a variance would be required since her lot was smaller than the required minimum lot size of 43,560 sq ft in an A-2 zone. The applicant is also pursuing a variance for the minimum lot size for A-2 zoning, requesting a variance to allow the minimum lot size to be the size of her lot at 16,200 sq ft.

Applicant Summary: See Attached

September 2024 HPC Item: E
Ola M. Jordan, Applicant
Request for: **Request for Rezoning (R-1C to A2)**

Applicable Regulations:

SECTION 4 **Zoning Districts Established**

A-2 Agricultural Residential District: The purpose of the A-2 Agricultural District is to permit low density single-family residential development along with restrictive agricultural uses. This district is consistent with the Rural Residential / Agricultural District in the Comprehensive Plan. The district is intended to encourage and protect large lots, open space and low density population.

R-1C Single Family Residential District: The purpose of the R-1C 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.

SECTION 5 **Use Regulations**

5.1 Table of Uses

Table 5.1 Table of Uses

Use	Agricultural		Residential					Business					Industrial		Additional Use Conditions Cross Reference
■ Permitted □ Permitted with conditions ♦ Conditional Use × Not 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	
Dwelling, manufactured (mobile) home	□	□	×	×	×	×	×	×	×	×	×	×	×	×	5.4.19

5.4.19 Dwelling, Manufactured (mobile) Home. One dwelling, manufactured (mobile) home allowed per lot. Manufactured homes on individual lots shall meet the following requirements:

5.4.19.1 Compatibility. Homes shall be generally in keeping with the scale, size and texture of the residential structures in the surrounding neighborhood.

5.4.19.2 Anchoring. Anchoring and Foundation. Homes shall be installed and anchored according to State Fire Marshal requirements.

5.4.19.3 Labeling. Shall bear FMHCCS Label or Seal of

Compliance.

5.4.19.4 Exterior finish. Homes shall have horizontal siding. At a minimum, the exterior siding shall consist predominantly of vinyl or aluminum lap siding whose reflectivity does not exceed that of flat white paint, wood or hardboard, comparable in composition, appearance, and durability to the exterior siding commonly used in standard residential construction.

5.4.19.5 Roof construction and pitch. Homes shall have a minimum of a 3/12 roof pitch with asphalt shingles. 5.4.19.6 Placement. All homes shall meet setbacks and be placed on the lot in harmony with the existing structures.

5.4.19.7 Equipment Removal. The towing tongue, wheels and hitch-axle shall be removed upon final placement of the unit.

5.4.19.8 Skirting. Skirting or other solid screen shall be installed to enclose the foundation of the structure and crawl space and shall complimentary to the design of the structure.

5.4.19.9 Porch Required. Porch Required. All manufactured homes shall have either a deck or porch with steps at each entrance constructed and installed in accordance with the standards set forth by the current building codes. The minimum square footage of the floor of such porch or deck shall measure at least 36 square feet.

5.4.19.10 Age. No home not meeting current codes may be relocated or moved onto a lot.

Present Zoning: R-1C, Single-Family Residential

Present Use: Residential Lot

Future Land Use: Neighborhood Conservation District 2

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

Letters or Concerns stated: Staff have not received any letters or concerns regarding this project at the time of writing of this report.

September 2024 HPC Item: E
Ola M. Jordan, Applicant
Request for: **Request for Rezoning (R-1C to A2)**

Options: Recommend **approval or denial** of the request approval for rezoning from R-1C (Single-Family Residential) to A2 (Agricultural Residential) for a property located at 532 Cox Street (PPIN 12368, Ward 5, Forrest County).

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

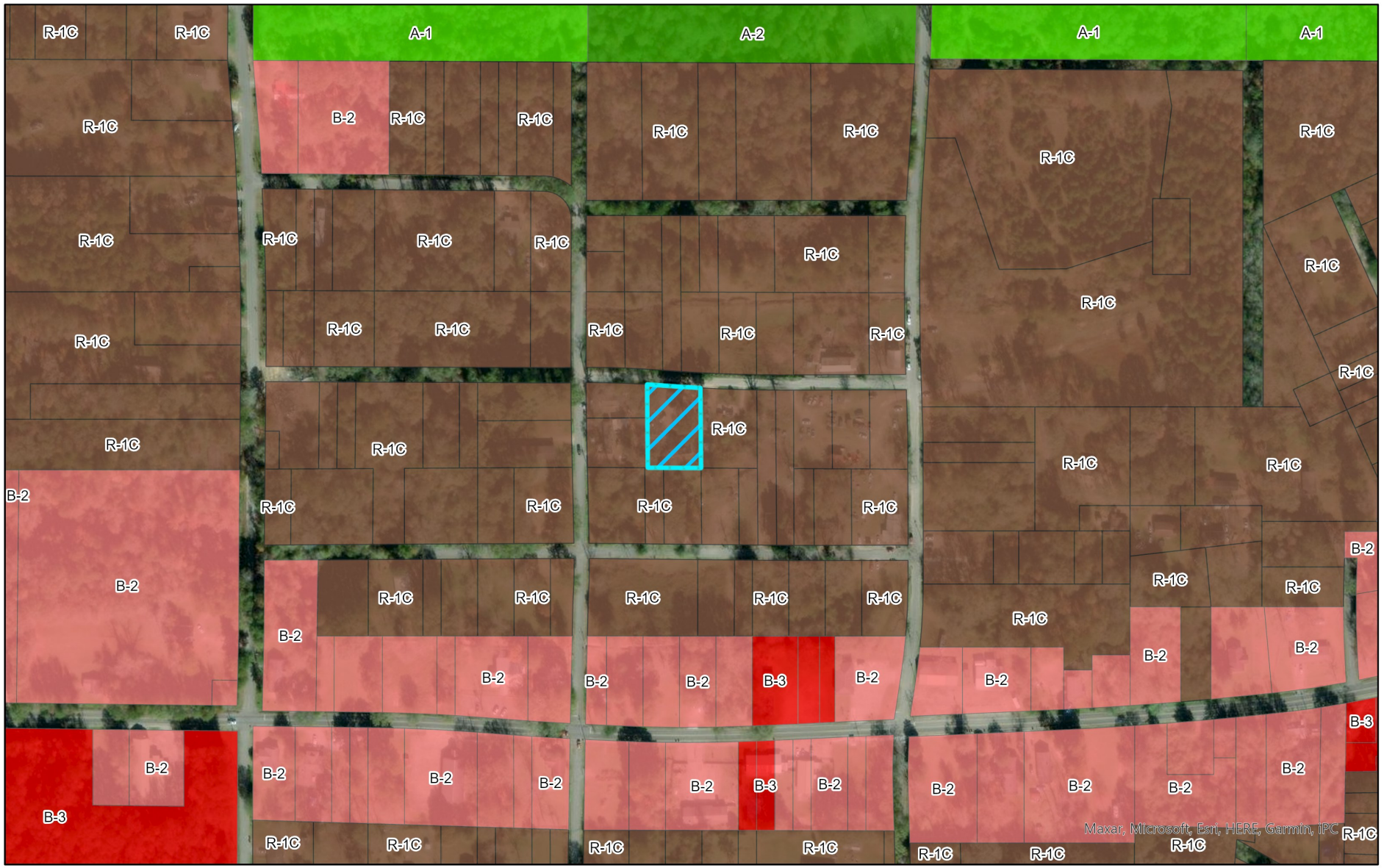
SUBJECT PARCEL

532 Cox Street — Zoning Change Request

Ola M. Jordan, Applicant

Requests approval for rezoning from R-1C (Single-Family Residential) to A-2 (Agricultural Residential) for a property located at 532 Cox Street. The request to rezone is contingent upon a variance approval to allow for a reduced lot size for the A-2 zoning district (PPIN 12368, Ward 5,

Forrest County).



Zoning Map

A-1 A-2 R-1C B-2 B-3

Rezone Request from R-1C to A-2
Variance for reduced lot size dimensions for A-2 Zoned parcel
532 Cox Street
PPIN: 12368
Flood Zone: X, Ward 5, Forrest County

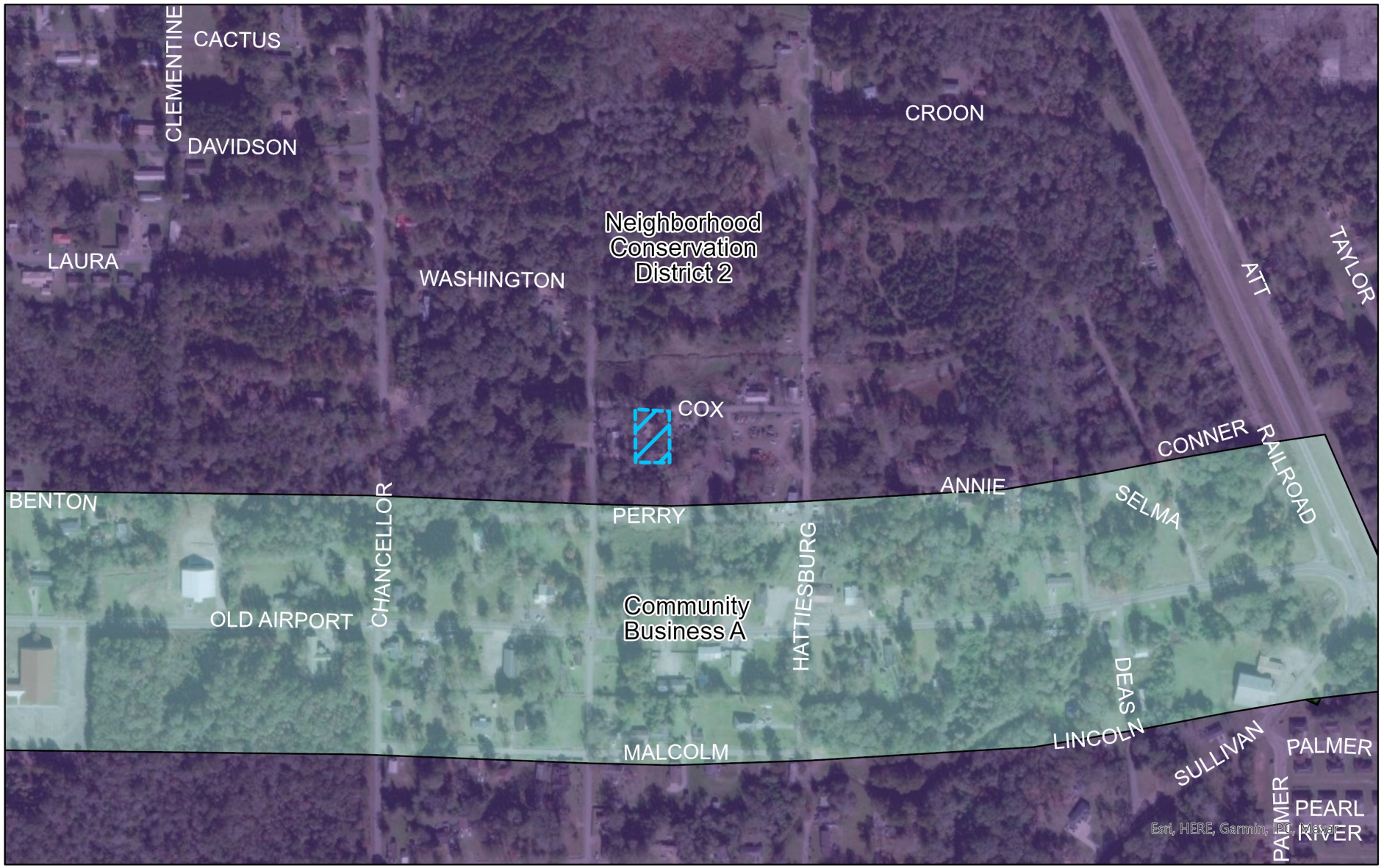
0 500 Feet

N

URBAN DEVELOPMENT
PLANNING DIVISION
Center: 89°16'22"W 31°16'44"N

DISCLAIMER: This map is ONLY FOR REFERENCE. There is NO WARRANTY of the accuracy of data.
This information CANNOT be used as a substitute for legal, business, tax or other professional advice.
Map Exported on: 8/14/2024 4:26 PM

HPC Item: E



Future Land Use Map

- Community Business A
- Neighborhood Conservation District 2

Rezone Request from R-1C to A-2
Variance for reduced lot size dimensions for A-2 Zoned parcel
532 Cox Street
PPIN: 12368
Flood Zone: X, Ward 5, Forrest County

0 0.25 Miles

N

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°16'21"W 31°16'44"N

HPC Item: E

DISCLAIMER: This map is ONLY FOR REFERENCE. There is NO WARRANTY of the accuracy of data.
This information CANNOT be used as a substitute for legal, business, tax or other professional advice.
Map Exported on: 8/14/2024 4:37 PM

Site Aerial

347
319
331
316
Cox St
Cox St
255
225
526
220
251
532
510
549
537
513
531
Perry St
Perry St
518

Surrounding Area

URBAN DEVELOPMENT
PLANNING DIVISION

Public Hearing Application

P.O. BOX 1898 (200 Forrest Street/39401)
Hattiesburg, MS 39403-1898
Department of Urban Development
(601) 545-4599 or FAX (601) 545-1962

APPLICANT:

Applicant Name: Ola M. Jordan

Project Name: _____

Proposed Use(s): Home

Project Street Address: 532 Cox St. Hattiesburg MS. 39401

PPIN Number(s) (if unknown, can be found on tax receipt): _____

PLEASE BE SURE TO FILL OUT PP. 1-5 AND SEE FEES ON P. 6

Application for (check all appropriate types):

- [x] Variance (see below)
- [ ] Conditional Use (see below)
- [ ] Subdividing of Lot, Parcel, or Tract (see p. 12)
- [x] Re-Zoning (see below)
- [ ] Street or Alley Renaming (see pp. 13-14)
- [ ] Overlay District
- [ ] Vacating Street or Alley (see pp. 13-14)
- [ ] Planned Mixed-Use District

For Variance Only (check all appropriate variance types), see pp. 7 & 8:

- [ ] Sign
- [ ] Setback (front, side, or rear _____)
- [ ] Off-Site Parking
- [ ] Lot Width
- [ ] Lot Coverage Area
- [ ] Buffer
- [ ] Open Space
- [x] Other: Lot Size; Reduce to 16,200ft2

For Conditional Use Permit Only (check applicable type), see pp. 9 & 10:

- [ ] Automotive Filling Station
- [ ] Telecommunications
- [ ] Digital Billboard, New
- [ ] Digital Billboard, Replacement
- [ ] Restaurant
- [ ] Solar Farm
- [ ] Other: _____

For Re-Zoning Only, see p. 11:

Existing Zoning: R-1C

Proposed Zoning: A-2

STAFF USE ONLY – Do Not Complete:

Pre-Application Date: _____ Planner: _____

Parcel Number(s): _____ Historic District(s): _____

Flood Zone(s): _____ Zoning Districts(s): _____

Project No.: _____

Code Sections:

LDC Section No. _____

Section No. _____

Section No. _____

Section No. _____

Section No. _____

RECIVED DATE & INITIALS:

PROJECT REPRESENTATIVE INFORMATION:

Primary:

Name: Ola Mae Jordan

☑Applicant ☑Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: 769 3079412 Fax: _____ Email: 532 cox st a gmail.com

Mailing Address: 532 Cox Street
Hattiesburg Mississippi 39401

Secondary:

Name: _____

☐Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: _____ Fax: _____ Email: _____

Mailing Address: _____

_____

Other(s):

Name: _____

☐Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: _____ Fax: _____ Email: _____

Mailing Address: _____

_____

Name: _____

☐Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: _____ Fax: _____ Email: _____

Mailing Address: _____

_____

OWNER AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **OWNER(s)** of the subject property located at

532 Cox Street (**Street Address**) Hattiesburg (**City**) Miss. (**State**),

on this the 15th day of July, 2024

In the matter of this request, the property owner further authorizes the following named person(s) to represent them at the public hearing on this petition.

---

on this the _____ day of _____, 20____.

Ola Jordan
Property Owner (print)

Ola Jordan
Property Owner (signature)

STATE OF MS.

COUNTY OF FORREST

Personally came and appeared before me, the within named OLA JORDAN,

who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 15TH day of JULY, 2024.

NOTARY PUBLIC

My Commission Expires:
JULY 23RD 2024

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 46349 JAMES E. HUGHES Commission Expires July 23, 2024 FORREST COUNTY

APPLICANT AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE **APPLICANT** OF THIS PETITION, ONLY IF DIFFERENT FROM THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **APPLICANT(s)** of the subject property located at 532 Cox St Hattiesburg Miss,
Street Address **City** **State**

on this the 15th day of July, 2024

Ola Jordan
Applicant (print)

Ola Jordan
Applicant (signature)

STATE OF MS.

COUNTY OF FORREST

Personally came and appeared before me, the within named OLA JORDAN,

who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 15Th. day of JULY, 2024.

NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 46349 JAMES E. HUGHES Commission Expires July 23, 2024 FORREST COUNTY

My Commission Expires:
July 23rd, 2024

PLANNING COMMISSION & BOARD OF ADJUSTMENT – PETITIONER

REQUIRED SUBMITTAL INFORMATION

Deadline for applicant to file petition: July 22nd 5:00pm (End of business day)
Hattiesburg Planning Commission Meeting Date: September 4th Time: 1:00pm
Hattiesburg Board of Adjustment Meeting Date: " " Time: 3:30pm

There is a 10-day appeal period, required by State Law, between the Planning Commission Meeting and/or Board of Adjustment Meeting and the City Council Meeting – appeals must be filed within this 10-day period.

City Council Agenda Review Date – (you or your representative should attend): _____ Time: 4:00pm
City Council Meeting (Vote) Date – (you or your representative may attend): _____ Time: 5:00pm
There is an additional 10-day appeal period, required by State Law, after City Council Meeting, for all Variances and Conditional Use Permit which ends _____ and a 30-day wait period for Zoning or Street closing/re-naming, PMUs, PRDs, PUDs which ends _____. So, if approved by the City, no final site plan review approvals or building permits could be issued prior to these dates.
Dates and times are subject to change*
If an appeal is filed or the petition is tabled for any reason at any stage, the above listed dates would need to be revised.

$400 Zoning
$175 Variance

The following paperwork MUST be attached to this application:

___ Site Diagram (11" x 17" preferred size): Drawing to scale prepared by professional engineer/surveyor showing lot dimensions, existing/proposed building, signs, parking areas, etc. (Different standard may be accepted only per approval from staff)

___ Site & Design Review Committee, if needed.

X Copy of entire Warranty Deed (filed and recorded at courthouse) with legal description granting title to current owner. (If the Warranty Deed covers a larger piece of property than the current project, a legal description for this project site only may also be required)

X Electronic/Digital copy of legal description REQUIRED for all public notices, saved as Word or text document OR emailed to planning@hattiesburgms.com

X An affidavit (pages 3 & 4) attesting that the applicant or representing party (if other than the owner) is acting on behalf of the owner(s) of record. The affidavit must be sworn to before a notary public or other appropriate official. (Included in owners signature page, or may be a separate document)

X Variance application only: A letter of approval/denial from all adjoining property owners must be obtained and submitted with application.

___ Other documents needed (per Planning Division):
___ Maps of digital billboard removal sites ___ Maps of digital billboard replacement sites
___ Documentation on measurements ___ Other:_____

X Payment to the City of Hattiesburg for filing application in the amount of $575.

You may be responsible for posting a sign (prepared by Planning Division staff) a minimum of fifteen (15) days prior to the hearing date.
You will be responsible for maintaining the sign for the duration of the public hearing process.

Required Fees

All fees adopted by Ordinance No. 2977, adopted January 22, 2008, as amended. This is an excerpt from that ordinance:

Public Hearing Fees:

Variance (includes Concept Site Plan Review) ---------- $175.00 per application and one Variance request; plus $50.00 for each additional variance request within same application

Street/Alley Naming or Re-Naming---------- $300.00 per application, plus $100.00 per required street name sign if approved*
(*Fees for replacement street signs shall be paid after City Council approval, but prior to effective date.)

Street/Alley Closing ---------- $300.00 per application

(Conditional) Use Permit ---------- $200.00 per application

Zoning Change ---------- $400.00 per application*
(*see PUD or PRD & zoning package rate)

Planned Unit Development (PUD) or Planned Residential Development (PRD), & (Planned Mixed-Use District PMU) ---------- $400.00 per application
(*see PUD or PRD zoning package rate) or (**see PUD or PRD & Subdivision of Land package rate)

Planned Unit Development (PUD) or Planned Residential Development (PRD) with zoning change package ---------- $600.00 per package application

Subdivision of Land (Preliminary Plats) ---------- $225.00 per application, plus $10.00 for each created lot (** see PUD or PRD & Subdivision of Land package rate)
Note: Final Plats should be submitted to the governing body for approval within 12 months of approval of preliminary plats.

Planned Unit Development (PUD) or Planned Residential Development with Subdivision of Land Package** ---------- $500.00 per application, plus $10.00 for each created lot (**see PUD or PRD & Subdivision of Land package rate)

Change in Land Development Code Text ---------- $200.00 per application

Appeal Fees for Proponent or Opponent appeals to City Council --------- $50.00 per appeal
Exempt from fees – Established Neighborhood Associations

Cancellation/Re-notification fee on any public hearing process (Planning Commission or City Council) that is tabled or cancelled at the owner/developer's Request ---------- $50.00 (per each 100 mailing labels)

OTHER PROCESSES MAY HAVE ADDITIONAL FEES

Make all checks payable to the City of Hattiesburg

FOR VARIANCE APPLICANTS:

The Board of Adjustment has the responsibility to hear and make recommendation on requests for variances to the requirements of this Code (per Section 11.4). **Section 12.4.1** Variances are departures from the standards of the Land Development Code, except land use, which will not be contrary to the public interest and where, owing to conditions peculiar to the property and not as a result of the action of the applicant, a literal enforcement of this Code would result in unnecessary and undue hardship.

The following conditions must be met before a variance can be recommended.

Approval Criteria.

A variance is not a right, but a privilege that property owners meeting the following criteria may request. These criteria are to be used to consider all variance requests. It shall be the burden of the applicant to prove that the request meets these criteria. Use this worksheet or format your own to demonstrate the following criteria.

1. **Hardship.** (a) the hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant. (b) 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.

My house burnt down in March. I own this property and have been living here over thirty years.

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

I would like to put a trailer on the property. This is what I could afford after my house burnt. There are other trailers around my ~~lot~~ land

3. **Literal Interpretation.** The literal interpretation of the provision of the regulation 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.

4. **Reasonable Use.** The applicant cannot make reasonable use of the property without the requested variance.

use of the property to get a trailer on my land. I own a half an acre of land.

5. **Minimum Required.** The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.

6. **Conformance with Purpose of this Code.** The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.

I do not believe my living arrangment will interfer with the area. I'm asking to resize area to smaller amount of space.

12.4.1.2 Conditions of Approval. In recommending the granting of a variance, the Board of Adjustment may require appropriate conditions and safeguards in conformity with this Code. Violation of such conditions and safeguards, when made a part of the terms under which a variance is granted, shall be deemed a violation of the Code. The recommendation of the Board Adjustment shall be presented to the City Council for final action.

FOR CONDITIONAL USE APPLICANTS:

Section 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 of the LDC for the requested use? If yes, please explain:

_____

_____

_____

_____

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

_____

_____

_____

_____

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

_____

_____

_____

_____

4. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? If yes, please explain:

_____

_____

_____

_____

5. Will there be any elevation in the noise level resulting from this proposed use? If yes, please explain:

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

7. Is proposed use compatible with surrounding uses and design? If yes, please explain:

8. Parking requirements:

   Commercial/Industrial: Paved parking will be provided for _____ vehicles, and _____ ADA vehicles; with _____ loading spaces.

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

FOR RE-ZONING APPLICANTS:

As stated in Section 12.3 in the Land Development Code, 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.

☐ There was a mistake in the original zoning.

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

☐ Annexation.

Detailed explanation of condition(s) most applicable to your request:

My House burn and I dident have the money to rebeild So I get a mobile home to replace my House. I need Some where to live

Subdividing of Lot, Parcel or Tract Information

1. Property data:

Parent Parcel / Existing lot/parcel/tract contains _____ Square Footage/Acres

Lot Area Requirement: _____

Lot Frontage Requirement: _____

Existing use of lot/parcel/tract _____

To be subdivided into _____lots/parcels (including parent parcel) – outlined below.

Use extra copies of this form if needed for additional lots.

Newly subdivided Parcels	New lot size in square footage (sf) or acres (A)	New lot has public road frontage (yes / no)	New lot has private road frontage (yes / no)	Indicate name of public or private road(s)	Staff - Lot area & frontage requirements comply?	
					Yes	No
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Be sure to include information on the remainder of "existing" lot after splits made – identified as "Parent Parcel"						
Parent Parcel						
		Total square footage of new lots (verify total matches existing parcel prior to splits)				

2. Infrastructure required:

Water/Sewer _____ Gas _____ Electric ____ Telephone _____ Cable____ Streets _____

Street/Alley Renaming, Closing, or Vacating Information

1. Please indicate specific request(s): ☐ Street ☐Alley

   ☐ Closing ☐ Vacating ☐ Naming ☐ Re-Naming

2. Current name of street/alley to be named/re-named, vacated, or closed:

   _____

3. Proposed name of street/alley to be named or re-named (If applicable):

   _____

4. Describe the portion of the street/alley to be renamed, closed, or vacated (use all bounding or intersecting streets/alleys, from and to):

   _____

   _____

   _____

5. Tax Block(s) and Lot(s) involved in closing request

   _____

   _____

   _____

6. Describe existing land use of properties and number of residents affected by renaming the street/alley within 400 feet.

Type of Land Use of adjacent development	Number of properties adjacent to the existing street	Number of property owners adjacent to the existing street	Number of residents affected by the change of address	
Businesses				
Residences				
Apartments				
Churches/Schools				
Other				

Any additional Information: _____

_____

_____

5. Describe the effect the proposed change will have on existing development and the transportation system within the affected area.

_____

_____

_____

6. Have applications for zoning, variance, building permit, or other applications been filed?

_____ Yes _____No

If yes, provide reference numbers and dates: _____

7. Acknowledgment of property owners affected by the street/alley renaming. Include all names and addresses.

8. Obtain from the City's Engineering Department the legal description of the street/alley or portion thereof to be closed, vacated, named or re-named (need electronic copy)

Attach Acknowledgement of Affected residents/business

As Additional Page(s)

P.O. Box 15843 - Hby

THE STATE OF MISSISSIPPI

County of Forrest

IN CONSIDERATION OF the sum of ten dollars (10.00), cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, I Dorothy Hines (single), do hereby,

sell, Convey and warrant to Ola Jordan (single)

the land described as Lots Twelve (12), Thirteen (13) and Fourteen (14) in Block Three (3) of the Washington Heights, being a subdivision of the South Half of the Northeast Quarter of the Southwest Quarter (S½ of NE¼ of SW¼) of Section 26, Township 4 North, Range 13 West, as per plat on file in the Office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

9000

STATE OF MISSISSIPPI
FORREST COUNTY
I CERTIFY THIS INSTRUMENT
WAS FILED AND RECORDED

90 OCT 11 PM 12:50

IN REC. BK. AND PAGE OR U.C.C.
FILE NO. AS SHOWN
WITNESS MY HAND AND SEAL

Jeanie C. Havard
CHANCERY CLERK

3.00

GL R

B&P SL

ADDRESS OF GRANTOR:	ADDRESS OF GRANTEE:
532 Cox Street	532 Cox Street
Hattiesburg, MS 39401	Hattiesburg, MS 39401
Home Phone (601) 583-3798	Home Phone (601) 583-3798
NO Work Phone	Work Phone (601) 268-8816

THE STATE OF MISSISSIPPI, COUNTY OF _____

Personally appeared before me, _____ of the County of _____ in said State, the within named _____ and _____ wife of said _____ who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal at _____, Mississippi, this the _____ day of _____ A. D., 19____.

_____

_____

THE STATE OF MISSISSIPPI, COUNTY OF Forrest

Personally appeared Darrell Wallace one of the subscribing witnesses to the foregoing instrument, who, being first duly sworn, deposeth and saith that he saw the within named Dorothy Hines (single) ~~wife of said~~ whose name he subscribed thereto, sign and deliver the same to the said Ola Jordan ; that he, this affiant, subscribed his name as a witness hereto, in the presence of the said Dorothy Hines (Single)

Darrell Wallace
Affiant.

SWORN TO and subscribed before me at the City of Hattiesburg, Mississippi, this the 11th day of October A. D., 19 90

Pamela Faye Morris Reed
Notary Public of Forrest County, Miss.

My Commission Expires 11-16-92

PAMELA FAYE MORRIS REED NOTARY PUBLIC FORREST CO. MISS.

WARRANTY DEED

_____

_____

Filed for record _____ o'clock _____ M., on the _____ day of _____, 19____

_____, Clerk

THE STATE OF MISSISSIPPI,

_____ County.

I, _____ Clerk of the Chancery Court of said county, hereby certify that the within instrument of writing was filed in my office for record at _____ M., on the _____ day of _____ A. D., 19____ and that the same was this day recorded in Deed Record _____ on pages _____.

Witness my hand and official seal, this _____ day of _____ A. D., 19____

_____, Clerk.

_____, D. C.

FEES

Filing _____ $ .05

Indexing _____ .05

Recording _____ words _____

Certificate _____

Total _____ $ .10

Printed and for sale by
HEDERMAN BROS., Jackson, Miss.
Form 512

URBAN DEVELOPMENT
PLANNING DIVISION

313 E 3rd Street -
Economy Supply Lay

PRE-APPLICATION MEETING SUMMARY

Thursday, July 11th, 2024

STAFF PRESENT:
Cory Long, Nathan Satcher, Jerald Little, Shawn Whitaker, Blake Michaels, Meridian McDaniel.

APPLICANT Present:
Name: Ola Jordan
Business: 532 Cox Street

PROJECT ADDRESS/LOCATION:
Address: 532 Cox Street
Zoning: R-1C

CASE TYPE:
Zoning Change for Mobile Home

SPECIAL DISTRICT:
☐Flood Zone ☐Historic District
☐Form-Based District

PROJECT SUMMARY:

- Applicant Summary
  - Had a house fire in March and trying to get housing taken care of—Zoning is what is causing a problem. Mobile homes only allowed in agricultural zones. Already have purchased it and trying to find somewhere to be able to put it—either at this property or another property.
- Planning
  - HUD standards for mobile homes. Housing is built under international building codes.
  - Property is 0.39 acres
  - Variance for lot size (from requirement of 1 Acre) and zoning request to A2
  - Planning has been talking about an overlay to allow for mobile homes in Palmers Crossing area but no action has been taken as of today.
- Building
- Engineering
- Fire

NEXT STEPS:

- Additional information
  - Zoning Change and Variance Applications deadline is July 22nd by 5pm to be put on the agenda for the September 4th Planning Commission/Board of Adjustment. Bring applications to Planning Division Office (2nd floor of City Hall- 200 Forrest St.)
    - Zoning Change- Planning Commission @ 1:00
    - Variance Request- Board of Adjustment @3:30
  - Zoning Change/Variance Application fee waiver, if applied for, goes to the Director of Urban Development, Wiley Quinn.
  - Planning Commission and Board of Adjustments and recommendations will go to City Council, who will vote on the items on:

Pre-application meeting notes are provided as a courtesy by staff during pre-application meetings. These notes are not exhaustive. All Land Development Codes and City Ordinances apply, even if not listed during a pre-application meeting.

- September 16 at 4:00pm (Public Hearing portion)
- September 17 at 5:00pm (Official Vote)

- Permits
  - If Zoning Change and Variance Requests are approved, building permits would be required and would be the next step.

APPLICATIONS REQUIRED:

☐	Site Plan Review Checklist and Application	☐	Conditional Use Application
☒	Public Hearing Application	☐	Street/Alley Closing
☒	Variance Application	☐	Major Subdivision
☒	Rezone Application	☐	Minor Subdivision
☐	Certificate of Appropriateness (Historic)	☐	Building Permit Application

Pre-application meeting notes are provided as a courtesy by staff during pre-application meetings. These notes are not exhaustive. All Land Development Codes and City Ordinances apply, even if not listed during a pre-application meeting.

Do you approve or Disapprove
of me putting a Mobile Home
On the property of 532 Cox St.
For Ola Jordan

Yes I Approve my name is
Johnny Lee Jones

526 Cox St Hattiesburg Miss
39401

Do you approve or Disapprove of me putting a mobile Home on the property of 532 Cox St. for Ola Jordan

Willim E Moore yes I Approve
251 northwashton ST.

Do you approved or Disapprove
of me putting a Mobile Home
on the property of 532 Cox
St. for Ola Jordan
Russell Coleman Yes I agree
225 N WASHINGTON AVE

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 FOR A CERTAIN PROPERTY LOCATED AT 532 COX STREET (PARCEL 2-042E-26-024.00, PPIN 12368, FORREST CO., WARD 5) FROM SECTION 4.5.5 R-1C (SINGLE-FAMILY RESIDENTIAL) DISTRICT TO SECTION 4.5.2, A-2 (AGRICULTURAL RESIDENTIAL) DISTRICT.

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.

> Lots twelve (12), Thirteen (13) and Fourteen (14) in Block Three (3) of the Washington Heights, being a subdivision of the South Half of the Northeast Quarter of the Southwest Quarter (S1 ½ of NE ¼ of SW ¼) of Section 26, Township 4 North, Range 13 West, as per plat on file in the Office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

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

adopted.

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

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

YEAS: NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the_____day of_____ A.D., 2024.

(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., 2024.

ATTEST: APPROVED:

_____ _____
CITY CLERK MAYOR

MINUTES OF THE

REGULAR MEETING OF THE

HATTIESBURG PLANNING COMMISSION

September 4th, 2024

Board Members Roll Call:

Members Present:

1. Elayne Lockett
2. Rhoda Pickett, Vice Chair
3. Dick Conville
4. Rebekah Ray, Secretary
5. Michael Pruitt
6. Charles Dawe
7. Lee Anne Venable
8. Amy Hinton, Chair
9. Michael Dickerson

Members Absent:

1. Carlos Wilson
2. (Vacant Seat)

Staff Present:

1. Cory Long, Planning Manager
2. Nathan Satcher, Senior Planner
3. David Miller, Esq.
4. Wiley Quinn, Director of Urban Development
5. Meridian McDaniel, Planner I
6. Kevin Bates, Building Offical

Chair Hinton declared the Hattiesburg Planning Commission meeting open and in session at 1:01 p.m.

AGENDA REVIEW

Commissioner Venable made a motion to accept the agenda, seconded by Commissioner Pickett.

Motion:

Made by Commissioner Venable to approve the agenda

Second:

Made by Commissioner Pickett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett			ABSENT
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson			ABSENT
Michael Dickerson	X		
Charles Dawe			ABSENT
Michael Pruitt	X		

MINUTES REVIEW

Commissioner Pruitt made a motion to approve the August 7th minutes, and Commissioner Venable seconded this motion.

Motion:

Made by Commissioner Pruitt to approve

Second:

Made by Commissioner Venable

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett			ABSENT
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson			ABSENT
Michael Dickerson	X		
Charles Dawe			ABSENT
Michael Pruitt	X		

BUILDING REPORT

Kevin Bates, Building Official, provided the Building Permit Report for July and August 2024.

PLANNING REPORT

The Planning Division staff gave a report. Nathan Satcher updated the Planning Commission on City Council votes from August's meetings—Rezone and conditional use for 102 South Street were approved by City Council. A Public Hearing was held on Mr. Thronson's appeal regarding his property on Broadway Drive on 9/3/2024, City Council tabled the appeal to the following meeting on September 16th/17th. Cory Long updated the Planning Commission on the Night Off Broadway event from August 30th and the tactical urbanism demonstrations. There is a potential for a training series for the Planning Commission and Board of Adjustment. Cory Long gave an update on on-site inspections and common issues that the Planning Division staff is finding.

CHAIR'S REPORT

The Chair did not have a report for the meeting.

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Planning Commission

1. **Item A1: Zoning Change Request** – Bennett York, owner, and John Anglin, engineer, requests approval for rezoning from R-3 (Multi-Family Residential) to B-5 (Regional Business) for a property located at 62 Cross Creek Parkway (PPIN 38013, Ward 3, Lamar County).

Discussion and Vote:

The Planning Staff introduced the case. John Anglin, Engineer, spoke on behalf of his case answering questions from the commissioners.

Presented by:

- John Anglin

Proponents:

- None

Opponents:

- None

Motion:

Made by Commissioner Dawe to approve rezoning request. (Basis of character of the neighborhood.)

Second:

Made by Commissioner Lockett**.**

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson			ABSENT
Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

1. **Item B1: Zoning Change Request** – Ta'Dren Kennedy, owner, Charles Bolton, representative, and Shea McNease, engineer, approval for rezoning from B-2 (Neighborhood Business) to R-1B (Single-Family Residential) for a property located at 800 W. 7th Street (PPIN 23500, Ward 2, Forrest County).

Motion:

Made by Commissioner Dawe to table Item B.

Second:

Made by Commissioner Pickett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson			ABSENT
Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

1. **Item C1: Major Subdivision Request** – Ta'Dren Kennedy, owner, Charles Bolton, representative, and Shea McNease, engineer, approval for rezoning from B-2 (Neighborhood Business) to R-1B (Single-Family Residential) for a property located at 800 W. 7th Street (PPIN 23500, Ward 2, Forrest County).

Motion:

Made by Commissioner Pickett to table item C.

Second:

Made by Commissioner Ray**.**

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson			ABSENT
Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

1. **Item D1: Zoning Change Request** – Darian Bourez, Applicant/Owner, and Kyle Mackender, Applicant, requests approval for rezoning from B-2 (Neighborhood Business) to B-1 (Professional Business) for a property located at 1501 W. 7th Street (PPIN 26056, Ward 2, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case. Darian Bourez spoke on behalf of his case answering questions from the commissioners.

Presented by:

- Darian Bourez

Proponents:

- None

Opponents:

- None

Motion:

Made by Commissioner Conville to approve (Basis II)

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett			
Rhoda A. Pickett			
Dick Conville			
Amy Hinton			
Rebekah Ray			
Lee Anne Venable			
Carlos Wilson			ABSENT
Michael Dickerson			
Charles Dawe			
Michael Pruitt			

1. **Item E1: Zoning Change Request** – Ola M. Jordan, applicant, requests approval for rezoning from R-1C (Single-Family Residential) to A-2 (Agricultural Residential) for a property located at 532 Cox Street. The request to rezone is contingent upon a variance approval to allow for a reduced lot size for the A-2 zoning district (PPIN 12368, Ward 5, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case. Ola Jordan and Rorminea Williams spoke on behalf of his case answering questions from the commissioners.

Presented by:

- Ola Jordan
- Rorminea Williams

Proponents:

- None

Opponents:

- None

Motion:

Made by Commissioner Ray to approve (Basis II)

Second:

Made by Commissioner Pruitt

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		

Lee Anne Venable	X		
Carlos Wilson			ABSENT
Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

1. **Item F1: PMU Amendment Request** – Gulf Coast Housing Partnership, applicant, Beverly Land, LLC., owner, Ming Ming Lin, representative, Martin Tovrea, architect, and Tom Champion, representative, requests approval for an amendment to a Planned Mixed-Use Development as known as the "Village at the Beverly," which is located on Old Airport Road in Forrest County, Ward 5. (PPIN 29647, Ward 5, Forrest County).

Discussion and Vote:
The Planning Staff introduced the case. Ming Ming Lin spoke on behalf of his case answering questions from the commissioners.

Presented by:
- Ming Ming Lin

Proponents:
- None

Opponents:
- None

Motion:
Made by Commissioner Venable to approve the amendment to the PMU-PD

Second:
Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson			ABSENT
Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

2. **Item B and Item C-** Ta'Dren Kennedy, owner, Charles Bolton, representative, and Shea McNease, engineer, approval for rezoning from B-2 (Neighborhood Business) to R-1B (Single-Family Residential) for a property located at 800 W. 7th Street (PPIN 23500, Ward 2, Forrest County). Ta'Dren Kennedy, applicant, Charles Bolton, representative, and Shea McNease, engineer requests approval to alter the platted subdivision known as "Rawl's Addition to the City of Hattiesburg" at 800 W 7th Street to subdivide the property into 7 single-family residential lots (PPIN 23500, Ward 2, Forrest County).

Motion:

Made by Commissioner Ray to remove item B and item C from the table.

Second:

Made by Commissioner Pickett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson			ABSENT
Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

1. **Item B1: Zoning Change Request** – Ta'Dren Kennedy, owner, Charles Bolton, representative, and Shea McNease, engineer, approval for rezoning from B-2 (Neighborhood Business) to R-1B (Single-Family Residential) for a property located at 800 W. 7th Street (PPIN 23500, Ward 2, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case. Shea McNease spoke on behalf of his case answering questions from the commissioners.

Presented by:

- Shea McNease

Proponents:

- None

Opponents:

- None

Motion:

Made by Commissioner Conville to approve Item B.

Second:

Made by Commissioner Pickett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson			ABSENT
Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

1. **Item C1: Major Subdivision Request** – Ta'Dren Kennedy, applicant, Charles Bolton, representative, and Shea McNease, engineer requests approval to alter the platted subdivision known as "Rawl's Addition to the City of Hattiesburg" at 800 W 7th Street to subdivide the property into 7 single-family residential lots (PPIN 23500, Ward 2, Forrest County).

Motion:

Made by Commissioner Pruitt to approve the request to alter the platted subdivision.

Second:

Made by Commissioner Dawe.

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson			ABSENT

Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

OTHER BUSINESS

A. **Old Business (Tabled from June 2024 Meeting) Land Development Code Text Amendment Request** - The City of Hattiesburg requests to amend the Land Development Code, Ord. No. 3209, and make changes to Sections 12. More specifically, the changes are concerning subdivision regulations and bond requirements for new subdivisions. This is an abbreviated summary of the topics addressed in the proposed amendment, and interested parties are encouraged to contact City Hall to review the proposed amendment in its entirety.

Motion:

Made by Commissioner Dawe to remove from the table

Second:

Made by Commissioner Pickett.

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable			ABSENT
Carlos Wilson			ABSENT
Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

Motion:

Made by Commissioner Conville to accept changes and approve.

Second:

Made by Commissioner Dawe.

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		

Lee Anne Venable			ABSENT
Carlos Wilson			ABSENT
Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

Adjournment:
The meeting was adjourned at 3:18 p.m.

Motion:
Made by Commissioner Pruitt

Second:
Made by Commissioner Pickett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable			ABSENT
Carlos Wilson			ABSENT
Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

_____
Rebekah Ray, Secretary

_____
Cory Long, AICP, Planning Division Manager

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Wiley Quinn, Urban Development Director**

cc:

Date: **Tuesday, March 4, 2025**

Re: **Take from the table: Approve the Board of Adjustment's recommendation to approve the request for a variance from the minimum lot size of 43,560 sq ft (1 acre) for an A-2 zoned property to instead allow for a minimum lot size of 16,200 sq ft on a property located at 532 Cox Street. The request is conditional upon the approval of a rezoning request to A-2 (PPIN 12368, Ward 5, Forrest County).**
File Number: 2024-399
Minute Book #MB 2023-171-172 / Tajen from the table and retabled

---

Summary

Recommendation Statement

Please place this on the March 4, 2025 City Council meeting for consideration.

September 2024 BOA Item: B
Ola M. Jordan, Applicant
Request for: **Lot Size Variance**

Board of Adjustment
Case Fact Sheet

Name of Petitioners: Ola M. Jordan, Applicant

Address of Property:	**Tax Parcel**	**PPIN:**	**Ward:**
532 Cox Street	2-042E-26-024.00	12368	5

Request: **Structure Variance - Maximum Height Requirement**

Purpose of Request: Ola M. Jordan, applicant, requests a variance from the minimum lot size of 43,560 sq ft for an A-2 zoned property to instead allow for a minimum lot size of 16,200 sq ft on a property located at 532 Cox Street (PPIN 12368, Ward 5, Forrest County).

History / Background: The applicant met with staff regarding the potential of relocating a mobile home to her lot. The mobile home was purchased following the applicant's home burning down earlier this year. Staff advised that her lot was zoned as R-1C (Single Family Residential) and that zoning does not allow for mobile homes to be placed in that zoning. Staff advised that the property would need to be rezoned to an agricultural zoning and the applicant is pursuing a zoning change to A-2 (Agricultural Residential), which allows for the placement of mobile homes. Staff also advised that a variance would be required since her lot was smaller than the required minimum lot size of 43,560 sq ft in an A-2 zone. The applicant is also pursuing a variance for the minimum lot size for A-2 zoning, requesting a variance to allow the minimum lot size to be the size of her lot at 16,200 sq ft.

Applicant Summary: See Attached

September 2024 BOA Item: B
Ola M. Jordan, Applicant
Request for: **Lot Size Variance**

Applicable Regulations:

SECTION 6 **Table 6.1 Dimensional Standards and Measurements**

Table 6.1 Dimensional Standards

District	Minimum Lot Size in SF/ Width at Setback	Max. Dwelling Units	Max. Floor Area Ratio	Setbacks in feet				Max. Height*	Max. Impervious Surface Lot Coverage	Buffer in Feet
				Min. Front	Max. Front	Min. Side	Min. Rear			
A-1	130,680 / 100	1 per lot	-	25	-	15	25	35 feet or 3 stories	35%	-
A-2	43,560 / 100	1 per lot	-	25	-	15	25	35 feet or 3 stories	50%	-

Present Zoning: R-1C, Single-Family Residential

Present Use: Residential Lot

Future Land Use: Neighborhood Conservation District 2

Surrounding Zoning: and Land Use:

North: R-1C, Single-Family Residential
South: R-1C, Single-Family Residential
East: R-1C, Single-Family Residential
West: R-1C, Single-Family Residential

Letters or Concerns stated: Staff have not received any letters or concerns regarding this project as of completing this report.

Options: Recommend **approval or denial** of the variance from the minimum lot size of 43,560 sq ft for a A2 zoned property to instead allow for a minimum lot size of 16,200 sq ft on a property located at 532 Cox Street (PPIN 12368, Ward 5, Forrest County).

Basis for Approval (12.4.1.1):

Approval Criteria. A variance is not a right, but a privilege that property owners meeting the following criteria may request. These criteria are to be used to consider all variance requests. It shall be the burden of the applicant to prove that the request meets these criteria:

September 2024 BOA Item: B
Ola M. Jordan, Applicant
Request for: **Lot Size Variance**

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.

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.

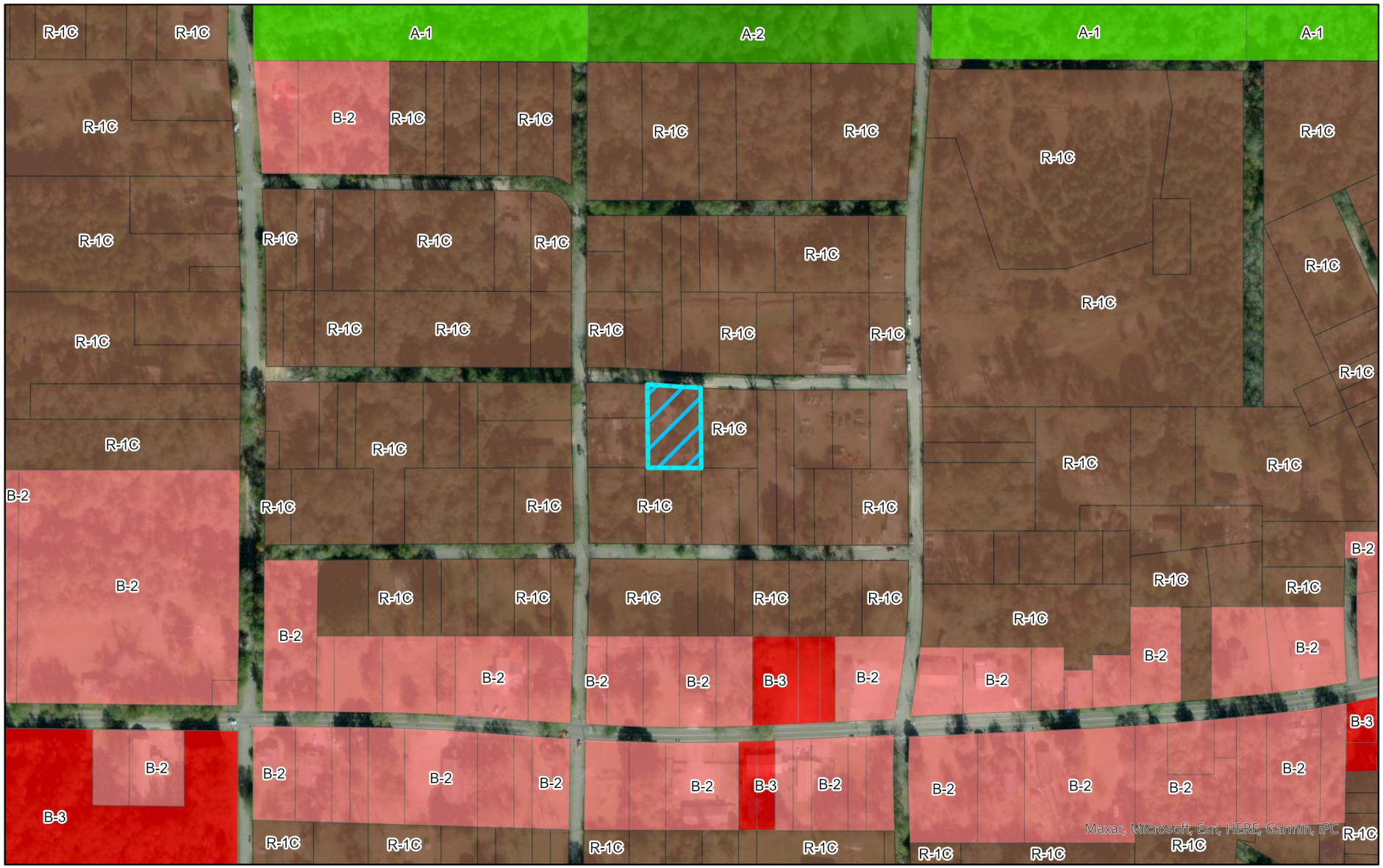
VI. Conformance with the Purposes of this Code. The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.

SUBJECT PARCEL

532 Cox Street — Request for reduced lot size for an A-2 Zoned Parcel

Ola M. Jordan, Applicant

Ola M. Jordan, applicant, requests a variance from the minimum lot size of 43,560 sq ft (1 acre) for an A-2 zoned property to instead allow for a minimum lot size of 16,200 sq ft on a property located at 532 Cox Street. The request is contingent upon approval of a rezone request to A-2 (PPIN 12368, Ward 5, Forrest County).



Zoning Map

A-1 R-1C B-3

A-2 B-2

Rezone Request from R-1C to A-2
Variance for reduced lot size dimensions for A-2 Zoned parcel
532 Cox Street
PPIN: 12368
Flood Zone: X, Ward 5, Forrest County

0 500 Feet

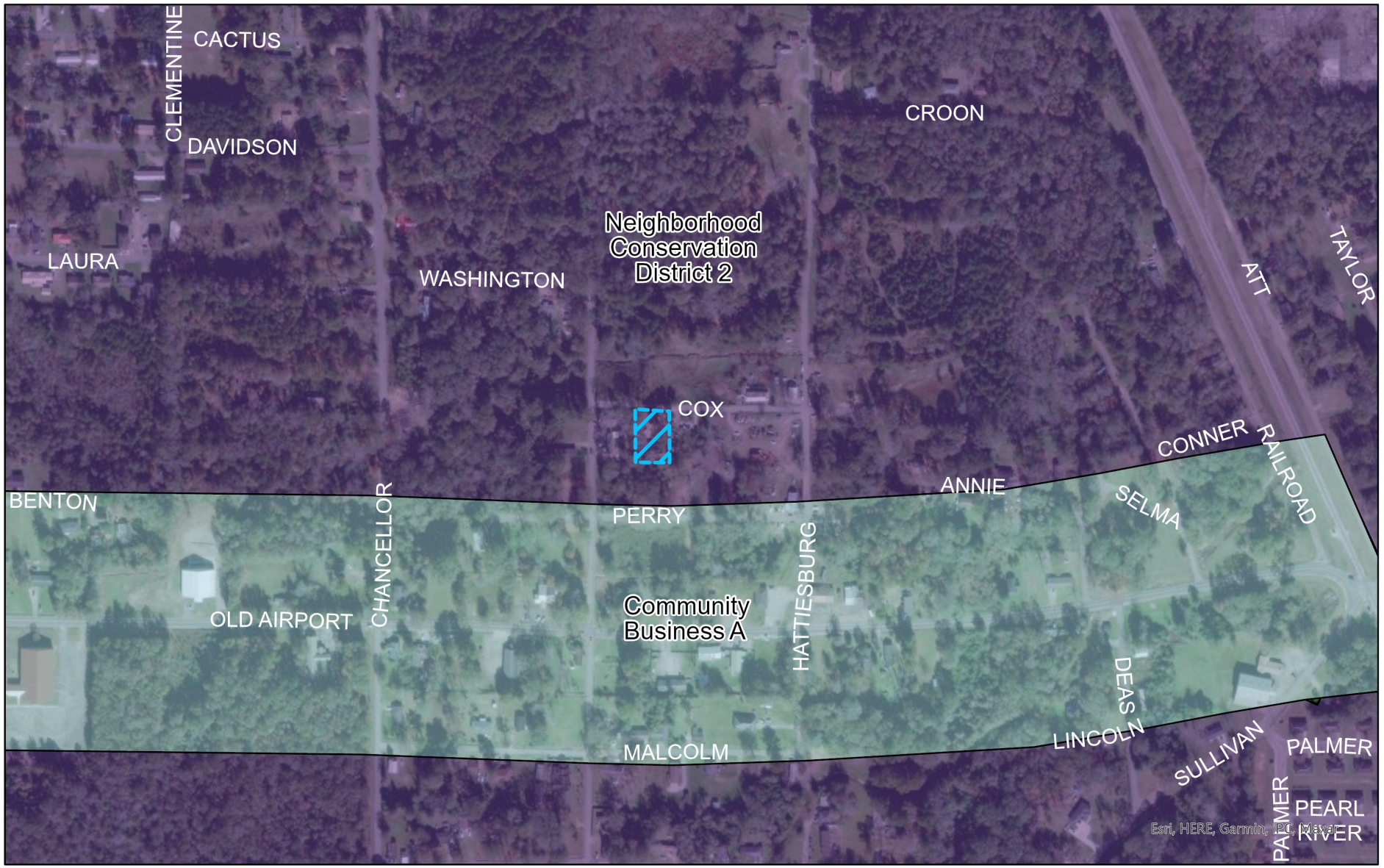
N

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°16'22"W 31°16'44"N

DISCLAIMER: This map is ONLY FOR REFERENCE. There is NO WARRANTY of the accuracy of data.
This information CANNOT be used as a substitute for legal, business, tax or other professional advice.
Map Exported on: 8/14/2024 4:26 PM

BOA Item: B



Future Land Use Map

- Community Business A
- Neighborhood Conservation District 2

Rezone Request from R-1C to A-2
Variance for reduced lot size dimensions for A-2 Zoned parcel
532 Cox Street
PPIN: 12368
Flood Zone: X, Ward 5, Forrest County

0 0.25 Miles

N

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°16'21"W 31°16'44"N

BOA Item: B

DISCLAIMER: This map is ONLY FOR REFERENCE. There is NO WARRANTY of the accuracy of data.
This information CANNOT be used as a substitute for legal, business, tax or other professional advice.
Map Exported on: 8/14/2024 4:37 PM

Site Aerial

347
319
331
316
Cox St
Cox St
255
225
526
220
251
532
510
549
537
513
531
Perry St
Perry St
518

Surrounding Area

URBAN DEVELOPMENT
PLANNING DIVISION

Public Hearing Application

P.O. BOX 1898 (200 Forrest Street/39401)
Hattiesburg, MS 39403-1898
Department of Urban Development
(601) 545-4599 or FAX (601) 545-1962

APPLICANT:

Applicant Name: Ola M. Jordan

Project Name: _____

Proposed Use(s): Home

Project Street Address: 532 Cox St. Hattiesburg MS. 39401

PPIN Number(s) (if unknown, can be found on tax receipt): _____

PLEASE BE SURE TO FILL OUT PP. 1-5 AND SEE FEES ON P. 6

Application for (check all appropriate types):

- [x] Variance (see below)
- [ ] Conditional Use (see below)
- [ ] Subdividing of Lot, Parcel, or Tract (see p. 12)
- [x] Re-Zoning (see below)
- [ ] Street or Alley Renaming (see pp. 13-14)
- [ ] Overlay District
- [ ] Vacating Street or Alley (see pp. 13-14)
- [ ] Planned Mixed-Use District

For Variance Only (check all appropriate variance types), see pp. 7 & 8:

- [ ] Sign
- [ ] Setback (front, side, or rear _____)
- [ ] Off-Site Parking
- [ ] Lot Width
- [ ] Lot Coverage Area
- [ ] Buffer
- [ ] Open Space
- [x] Other: Lot Size; Reduce to 16,200ft2

For Conditional Use Permit Only (check applicable type), see pp. 9 & 10:

- [ ] Automotive Filling Station
- [ ] Telecommunications
- [ ] Digital Billboard, New
- [ ] Digital Billboard, Replacement
- [ ] Restaurant
- [ ] Solar Farm
- [ ] Other: _____

For Re-Zoning Only, see p. 11:

Existing Zoning: R-1C

Proposed Zoning: A-2

STAFF USE ONLY – Do Not Complete:

Pre-Application Date: _____ Planner: _____

Parcel Number(s): _____ Historic District(s): _____

Flood Zone(s): _____ Zoning Districts(s): _____

Project No.: _____

Code Sections:

LDC Section No. _____

Section No. _____

Section No. _____

Section No. _____

Section No. _____

RECIVED DATE & INITIALS:

PROJECT REPRESENTATIVE INFORMATION:

Primary:

Name: Ola Mae Jordan

☑Applicant ☑Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: 769 3079412 Fax: _____ Email: 532 cox st a gmail.com

Mailing Address: 532 Cox Street
Hattiesburg Mississippi 39401

Secondary:

Name: _____

☐Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: _____ Fax: _____ Email: _____

Mailing Address: _____

_____

Other(s):

Name: _____

☐Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: _____ Fax: _____ Email: _____

Mailing Address: _____

_____

Name: _____

☐Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: _____ Fax: _____ Email: _____

Mailing Address: _____

_____

OWNER AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **OWNER(s)** of the subject property located at

532 Cox Street (**Street Address**) Hattiesburg (**City**) Miss. (**State**),

on this the 15th day of July, 2024

In the matter of this request, the property owner further authorizes the following named person(s) to represent them at the public hearing on this petition.

---

on this the _____ day of _____, 20____.

Ola Jordan
Property Owner (print)

Ola Jordan
Property Owner (signature)

STATE OF MS.

COUNTY OF FORREST

Personally came and appeared before me, the within named OLA JORDAN,

who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 15TH day of JULY, 2024.

NOTARY PUBLIC

My Commission Expires:
JULY 23RD 2024

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 46349 JAMES E. HUGHES Commission Expires July 23, 2024 FORREST COUNTY

APPLICANT AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE **APPLICANT** OF THIS PETITION, ONLY IF DIFFERENT FROM THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **APPLICANT(s)** of the subject property located at 532 Cox St Hattiesburg Miss,
Street Address **City** **State**

on this the 15th day of July, 2024

Ola Jordan
Applicant (print)

Ola Jordan
Applicant (signature)

STATE OF MS.

COUNTY OF FORREST

Personally came and appeared before me, the within named OLA JORDAN,

who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 15Th. day of JULY, 2024.

NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 46349 JAMES E. HUGHES Commission Expires July 23, 2024 FORREST COUNTY

My Commission Expires:
July 23rd, 2024

PLANNING COMMISSION & BOARD OF ADJUSTMENT – PETITIONER

REQUIRED SUBMITTAL INFORMATION

Deadline for applicant to file petition: July 22nd 5:00pm (End of business day)
Hattiesburg Planning Commission Meeting Date: September 4th Time: 1:00pm
Hattiesburg Board of Adjustment Meeting Date: " " Time: 3:30pm

There is a 10-day appeal period, required by State Law, between the Planning Commission Meeting and/or Board of Adjustment Meeting and the City Council Meeting – appeals must be filed within this 10-day period.

City Council Agenda Review Date – (you or your representative should attend): _____ Time: 4:00pm
City Council Meeting (Vote) Date – (you or your representative may attend): _____ Time: 5:00pm
There is an additional 10-day appeal period, required by State Law, after City Council Meeting, for all Variances and Conditional Use Permit which ends _____ and a 30-day wait period for Zoning or Street closing/re-naming, PMUs, PRDs, PUDs which ends _____. So, if approved by the City, no final site plan review approvals or building permits could be issued prior to these dates.
Dates and times are subject to change*
If an appeal is filed or the petition is tabled for any reason at any stage, the above listed dates would need to be revised.

$400 Zoning
$175 Variance

The following paperwork MUST be attached to this application:

___ Site Diagram (11" x 17" preferred size): Drawing to scale prepared by professional engineer/surveyor showing lot dimensions, existing/proposed building, signs, parking areas, etc. (Different standard may be accepted only per approval from staff)

___ Site & Design Review Committee, if needed.

X Copy of entire Warranty Deed (filed and recorded at courthouse) with legal description granting title to current owner. (If the Warranty Deed covers a larger piece of property than the current project, a legal description for this project site only may also be required)

X Electronic/Digital copy of legal description REQUIRED for all public notices, saved as Word or text document OR emailed to planning@hattiesburgms.com

X An affidavit (pages 3 & 4) attesting that the applicant or representing party (if other than the owner) is acting on behalf of the owner(s) of record. The affidavit must be sworn to before a notary public or other appropriate official. (Included in owners signature page, or may be a separate document)

X Variance application only: A letter of approval/denial from all adjoining property owners must be obtained and submitted with application.

___ Other documents needed (per Planning Division):
___ Maps of digital billboard removal sites ___ Maps of digital billboard replacement sites
___ Documentation on measurements ___ Other:_____

X Payment to the City of Hattiesburg for filing application in the amount of $575.

You may be responsible for posting a sign (prepared by Planning Division staff) a minimum of fifteen (15) days prior to the hearing date.
You will be responsible for maintaining the sign for the duration of the public hearing process.

Required Fees

All fees adopted by Ordinance No. 2977, adopted January 22, 2008, as amended. This is an excerpt from that ordinance:

Public Hearing Fees:

Variance (includes Concept Site Plan Review) ---------- $175.00 per application and one Variance request; plus $50.00 for each additional variance request within same application

Street/Alley Naming or Re-Naming---------- $300.00 per application, plus $100.00 per required street name sign if approved*
(*Fees for replacement street signs shall be paid after City Council approval, but prior to effective date.)

Street/Alley Closing ---------- $300.00 per application

(Conditional) Use Permit ---------- $200.00 per application

Zoning Change ---------- $400.00 per application*
(*see PUD or PRD & zoning package rate)

Planned Unit Development (PUD) or Planned Residential Development (PRD), & (Planned Mixed-Use District PMU) ---------- $400.00 per application
(*see PUD or PRD zoning package rate) or (**see PUD or PRD & Subdivision of Land package rate)

Planned Unit Development (PUD) or Planned Residential Development (PRD) with zoning change package ---------- $600.00 per package application

Subdivision of Land (Preliminary Plats) ---------- $225.00 per application, plus $10.00 for each created lot (** see PUD or PRD & Subdivision of Land package rate)
Note: Final Plats should be submitted to the governing body for approval within 12 months of approval of preliminary plats.

Planned Unit Development (PUD) or Planned Residential Development with Subdivision of Land Package** ---------- $500.00 per application, plus $10.00 for each created lot (**see PUD or PRD & Subdivision of Land package rate)

Change in Land Development Code Text ---------- $200.00 per application

Appeal Fees for Proponent or Opponent appeals to City Council --------- $50.00 per appeal
Exempt from fees – Established Neighborhood Associations

Cancellation/Re-notification fee on any public hearing process (Planning Commission or City Council) that is tabled or cancelled at the owner/developer's Request ---------- $50.00 (per each 100 mailing labels)

OTHER PROCESSES MAY HAVE ADDITIONAL FEES

Make all checks payable to the City of Hattiesburg

FOR VARIANCE APPLICANTS:

The Board of Adjustment has the responsibility to hear and make recommendation on requests for variances to the requirements of this Code (per Section 11.4). **Section 12.4.1** Variances are departures from the standards of the Land Development Code, except land use, which will not be contrary to the public interest and where, owing to conditions peculiar to the property and not as a result of the action of the applicant, a literal enforcement of this Code would result in unnecessary and undue hardship.

The following conditions must be met before a variance can be recommended.

Approval Criteria.

A variance is not a right, but a privilege that property owners meeting the following criteria may request. These criteria are to be used to consider all variance requests. It shall be the burden of the applicant to prove that the request meets these criteria. Use this worksheet or format your own to demonstrate the following criteria.

1. **Hardship.** (a) the hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant. (b) 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.

My house burnt down in March. I own this property and have been living here over thirty years.

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

I would like to put a trailer on the property. This is what I could afford after my house burnt. There are other trailers around my ~~lot~~ land

3. **Literal Interpretation.** The literal interpretation of the provision of the regulation 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.

4. **Reasonable Use.** The applicant cannot make reasonable use of the property without the requested variance.

use of the property to get a trailer on my land. I own a half an acre of land.

5. **Minimum Required.** The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.

6. **Conformance with Purpose of this Code.** The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.

I do not believe my living arrangment will interfer with the area. I'm asking to resize area to smaller amount of space.

12.4.1.2 Conditions of Approval. In recommending the granting of a variance, the Board of Adjustment may require appropriate conditions and safeguards in conformity with this Code. Violation of such conditions and safeguards, when made a part of the terms under which a variance is granted, shall be deemed a violation of the Code. The recommendation of the Board Adjustment shall be presented to the City Council for final action.

FOR CONDITIONAL USE APPLICANTS:

Section 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 of the LDC for the requested use? If yes, please explain:

_____

_____

_____

_____

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

_____

_____

_____

_____

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

_____

_____

_____

_____

4. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? If yes, please explain:

_____

_____

_____

_____

5. Will there be any elevation in the noise level resulting from this proposed use? If yes, please explain:

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

7. Is proposed use compatible with surrounding uses and design? If yes, please explain:

8. Parking requirements:

   Commercial/Industrial: Paved parking will be provided for _____ vehicles, and _____ ADA vehicles; with _____ loading spaces.

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

FOR RE-ZONING APPLICANTS:

As stated in Section 12.3 in the Land Development Code, 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.

☐ There was a mistake in the original zoning.

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

☐ Annexation.

Detailed explanation of condition(s) most applicable to your request:

My House burn and I dident have the money to rebeild So I get a mobile home to replace my House. I need Some where to live

Subdividing of Lot, Parcel or Tract Information

1. Property data:

Parent Parcel / Existing lot/parcel/tract contains _____ Square Footage/Acres

Lot Area Requirement: _____

Lot Frontage Requirement: _____

Existing use of lot/parcel/tract _____

To be subdivided into _____lots/parcels (including parent parcel) – outlined below.

Use extra copies of this form if needed for additional lots.

Newly subdivided Parcels	New lot size in square footage (sf) or acres (A)	New lot has public road frontage (yes / no)	New lot has private road frontage (yes / no)	Indicate name of public or private road(s)	Staff - Lot area & frontage requirements comply?	
					Yes	No
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Be sure to include information on the remainder of "existing" lot after splits made – identified as "Parent Parcel"						
Parent Parcel						
		Total square footage of new lots (verify total matches existing parcel prior to splits)				

2. Infrastructure required:

Water/Sewer _____ Gas _____ Electric ____ Telephone _____ Cable____ Streets _____

Street/Alley Renaming, Closing, or Vacating Information

1. Please indicate specific request(s): ☐ Street ☐Alley

   ☐ Closing ☐ Vacating ☐ Naming ☐ Re-Naming

2. Current name of street/alley to be named/re-named, vacated, or closed:

   _____

3. Proposed name of street/alley to be named or re-named (If applicable):

   _____

4. Describe the portion of the street/alley to be renamed, closed, or vacated (use all bounding or intersecting streets/alleys, from and to):

   _____

   _____

   _____

5. Tax Block(s) and Lot(s) involved in closing request

   _____

   _____

   _____

6. Describe existing land use of properties and number of residents affected by renaming the street/alley within 400 feet.

Type of Land Use of adjacent development	Number of properties adjacent to the existing street	Number of property owners adjacent to the existing street	Number of residents affected by the change of address	
Businesses				
Residences				
Apartments				
Churches/Schools				
Other				

Any additional Information: _____

_____

_____

5. Describe the effect the proposed change will have on existing development and the transportation system within the affected area.

_____

_____

_____

6. Have applications for zoning, variance, building permit, or other applications been filed?

_____ Yes _____No

If yes, provide reference numbers and dates: _____

7. Acknowledgment of property owners affected by the street/alley renaming. Include all names and addresses.

8. Obtain from the City's Engineering Department the legal description of the street/alley or portion thereof to be closed, vacated, named or re-named (need electronic copy)

Attach Acknowledgement of Affected residents/business

As Additional Page(s)

P.O. Box 15843 - Hby

THE STATE OF MISSISSIPPI

County of Forrest

IN CONSIDERATION OF the sum of ten dollars (10.00), cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, I Dorothy Hines (single), do hereby,

sell, Convey and warrant to Ola Jordan (single)

the land described as Lots Twelve (12), Thirteen (13) and Fourteen (14) in Block Three (3) of the Washington Heights, being a subdivision of the South Half of the Northeast Quarter of the Southwest Quarter (S½ of NE¼ of SW¼) of Section 26, Township 4 North, Range 13 West, as per plat on file in the Office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

9000

STATE OF MISSISSIPPI
FORREST COUNTY
I CERTIFY THIS INSTRUMENT
WAS FILED AND RECORDED

90 OCT 11 PM 12:50

IN REC. BK. AND PAGE OR U.C.C.
FILE NO. AS SHOWN
WITNESS MY HAND AND SEAL

Jeanie C. Havard
CHANCERY CLERK

3.00

GL R

B&P SL

ADDRESS OF GRANTOR:	ADDRESS OF GRANTEE:
532 Cox Street	532 Cox Street
Hattiesburg, MS 39401	Hattiesburg, MS 39401
Home Phone (601) 583-3798	Home Phone (601) 583-3798
NO Work Phone	Work Phone (601) 268-8816

THE STATE OF MISSISSIPPI, COUNTY OF _____

Personally appeared before me, _____ of the County of _____ in said State, the within named _____ and _____ wife of said _____ who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal at _____, Mississippi, this the _____ day of _____ A. D., 19____.

_____

_____

THE STATE OF MISSISSIPPI, COUNTY OF Forrest

Personally appeared Darrell Wallace one of the subscribing witnesses to the foregoing instrument, who, being first duly sworn, deposeth and saith that he saw the within named Dorothy Hines (single) ~~wife of said~~ whose name he subscribed thereto, sign and deliver the same to the said Ola Jordan ; that he, this affiant, subscribed his name as a witness hereto, in the presence of the said Dorothy Hines (Single)

Darrell Wallace
Affiant.

SWORN TO and subscribed before me at the City of Hattiesburg, Mississippi, this the 11th day of October A. D., 19 90

Pamela Faye Morris Reed
Notary Public of Forrest County, Miss.

My Commission Expires 11-16-92

PAMELA FAYE MORRIS REED NOTARY PUBLIC FORREST CO. MISS.

WARRANTY DEED

_____

_____

Filed for record _____ o'clock _____ M., on the _____ day of _____, 19____

_____, Clerk

THE STATE OF MISSISSIPPI,

_____ County.

I, _____ Clerk of the Chancery Court of said county, hereby certify that the within instrument of writing was filed in my office for record at _____ M., on the _____ day of _____ A. D., 19____ and that the same was this day recorded in Deed Record _____ on pages _____.

Witness my hand and official seal, this _____ day of _____ A. D., 19____

_____, Clerk.

_____, D. C.

FEES

Filing _____ $ .05

Indexing _____ .05

Recording _____ words _____

Certificate _____

Total _____ $ .10

Printed and for sale by
HEDERMAN BROS., Jackson, Miss.
Form 512

URBAN DEVELOPMENT
PLANNING DIVISION

313 E 3rd Street -
Economy Supply Lay

PRE-APPLICATION MEETING SUMMARY

Thursday, July 11th, 2024

STAFF PRESENT:
Cory Long, Nathan Satcher, Jerald Little, Shawn Whitaker, Blake Michaels, Meridian McDaniel.

APPLICANT Present:
Name: Ola Jordan
Business: 532 Cox Street

PROJECT ADDRESS/LOCATION:
Address: 532 Cox Street
Zoning: R-1C

CASE TYPE:
Zoning Change for Mobile Home

SPECIAL DISTRICT:
☐Flood Zone ☐Historic District
☐Form-Based District

PROJECT SUMMARY:

- Applicant Summary
  - Had a house fire in March and trying to get housing taken care of—Zoning is what is causing a problem. Mobile homes only allowed in agricultural zones. Already have purchased it and trying to find somewhere to be able to put it—either at this property or another property.
- Planning
  - HUD standards for mobile homes. Housing is built under international building codes.
  - Property is 0.39 acres
  - Variance for lot size (from requirement of 1 Acre) and zoning request to A2
  - Planning has been talking about an overlay to allow for mobile homes in Palmers Crossing area but no action has been taken as of today.
- Building
- Engineering
- Fire

NEXT STEPS:

- Additional information
  - Zoning Change and Variance Applications deadline is July 22nd by 5pm to be put on the agenda for the September 4th Planning Commission/Board of Adjustment. Bring applications to Planning Division Office (2nd floor of City Hall- 200 Forrest St.)
    - Zoning Change- Planning Commission @ 1:00
    - Variance Request- Board of Adjustment @3:30
  - Zoning Change/Variance Application fee waiver, if applied for, goes to the Director of Urban Development, Wiley Quinn.
  - Planning Commission and Board of Adjustments and recommendations will go to City Council, who will vote on the items on:

Pre-application meeting notes are provided as a courtesy by staff during pre-application meetings. These notes are not exhaustive. All Land Development Codes and City Ordinances apply, even if not listed during a pre-application meeting.

- September 16 at 4:00pm (Public Hearing portion)
- September 17 at 5:00pm (Official Vote)

- Permits
  - If Zoning Change and Variance Requests are approved, building permits would be required and would be the next step.

APPLICATIONS REQUIRED:

☐	Site Plan Review Checklist and Application	☐	Conditional Use Application
☒	Public Hearing Application	☐	Street/Alley Closing
☒	Variance Application	☐	Major Subdivision
☒	Rezone Application	☐	Minor Subdivision
☐	Certificate of Appropriateness (Historic)	☐	Building Permit Application

Pre-application meeting notes are provided as a courtesy by staff during pre-application meetings. These notes are not exhaustive. All Land Development Codes and City Ordinances apply, even if not listed during a pre-application meeting.

Do you approve or Disapprove
of me putting a Mobile Home
On the property of 532 Cox St.
For Ola Jordan

Yes I Approve my name is
Johnny Lee Jones

526 Cox St Hattiesburg Miss
39401

Do you approve or Disapprove of me putting a mobile Home on the property of 532 Cox St. for Ola Jordan

Willim E Moore yes I Approve
251 northwashton ST.

Do you approved or Disapprove
of me putting a Mobile Home
on the property of 532 Cox
St. for Ola Jordan
Russell Coleman Yes I agree
225 N WASHINGTON AVE

MINUTES OF THE

REGULAR MEETING OF THE

BOARD OF ADJUSTMENT

September 4th, 2024

Board Members Roll Call:

Members Present:

1. Bernard Green, Vice Chair
2. Richard Conville
3. John Eye
4. Brandon E. Williams
5. Eric Boney
6. Herman Dungan

Members Absent:

1. Stacey Ready
2. James Trussell
3. James Hughes
4. Shawn Harris, Chair
5. Jessica Cathey

Staff Present:

1. Cory Long, Planning Manager
2. Nathan Satcher, Planner II
3. David Miller, Esq.
4. Wiley Quinn, Director of Urban Development
5. Meridian McDaniel, Planner I

Vice Chair Green declared the Board of Adjustment meeting open and in session at 3:30p.m.

AGENDA REVIEW

A motion was made to accept the agenda.

Motion:

Made by Brandon E.J. Williams to approve the agenda

Second:

Made by Richard Conville

Vote:

Board Member	Yea	Nay	Other
John Eye	X		
Richard Conville	X		
Bernard Green	X		
Shawn Harris			ABSENT
Brandon Williams	X		
Stacey Ready			ABSENT
Eric Boney	X		
Herman Dungan	X		
James Trussell			ABSENT
Bruce Betts			ABSENT
Jessica Cathy			ABSENT

MINUTES REVIEW

The minutes from July were discussed and no changes were made.

Motion:

Made by Brandon E.J. Williams.

Second:

Made by Herman Dungan.

Vote:

Board Member	Yea	Nay	Other
John Eye	X		
Richard Conville	X		
Bernard Green	X		
Shawn Harris			
Brandon Williams	X		
Stacey Ready			
Eric Boney	X		
Herman Dungan	X		
James Trussell			
Bruce Betts			
Jessica Cathy			

PLANNING REPORT

The Planning Division staff gave a report. Updated Board of Adjustment on Night Off Broadway event from August 30th and the tactical urbanism demonstrations, site inspections and common

issues that the planning division is finding, and the potential for training series for BOA and HPC.

CHAIR'S REPORT

No report from the vice chair.

INTRODUCTIONS

Board of Adjustment members and Staff introduced themselves.

Item A:

1. Kerri McAlpin Little, applicant, Charlie Holder, applicant, and Mary Bryant, representative, requests a variance from the maximum height of 72 ft for a structure in a B-5 zoned property to instead to allow for a 100 ft maximum structure (flag pole) for a property located at 6461 US 98 (PPIN 26161, Ward 3, Lamar County).

Discussion and Vote:

Staff introduced the case. Kerri McAlpin Little presented on behalf of the application.

Presented by:

1. Kerri McAlpin Little

Proponents:

1. None

Opponents:

1. None

Motion:

Herman Dungan motioned to deny variance (for not meeting any of the basis for approval).

Second:

Made by John Eye

Vote:

Board Member	Yea	Nay	Other
John Eye	X		
Richard Conville	X		
Bernard Green	X		
Shawn Harris			ABSENT
Brandon Williams	X		
Stacey Ready			ABSENT
Eric Boney	X		

Herman Dungan	X		
James Trussell			ABSENT
Bruce Betts			ABSENT
Jessica Cathy			ABSENT

Item B:

1. Ola M. Jordan, applicant, requests a variance from the minimum lot size of 43,560 sq ft (1 acre) for an A-2 zoned property to instead allow for a minimum lot size of 16,200 sq ft on a property located at 532 Cox Street. The request is contingent upon approval of a rezone request to A-2 (PPIN 12368, Ward 5, Forrest County).

Discussion and Vote:

Staff introduced the case. Rorminea Williams and Ola Jordan presented on behalf of the application.

Presented by:

1. Rorminea Williams
2. Ola Jordan

Proponents:

1. None

Opponents:

1. None

Motion:

Eric Boney motioned to approve the variance (Basis of hardship and special privilege).

Second:

Made by Brandon Williams.

Vote:

Board Member	Yea	Nay	Other
John Eye	X		
Richard Conville	X		
Bernard Green	X		
Shawn Harris			ABSENT
Brandon Williams	X		
Stacey Ready			ABSENT
Eric Boney	X		
Herman Dungan	X		
James Trussell			ABSENT
Bruce Betts			ABSENT
Jessica Cathy			ABSENT

OTHER BUSINESS

No other business came before the Board of Adjustment.

Adjournment:

The meeting was adjourned at 4:38 p.m.

Motion:

Made by Herman Dungan

Second:

Made by Richard Conville

Vote:

Board Member	Yea	Nay	Other
Shawn Harris			ABSENT
John Eye	X		
James Trussell			ABSENT
Brandon E. Williams	X		
Eric Boney	X		
Richard Conville	X		
Stacey Ready			ABSENT
Herman Dungan	X		
Jessica Cathey			ABSENT
Bernard Green	X		
James Hughes			ABSENT

_____

Shawn Harris, Chair

_____

Cory Long, AICP, Planning Division Manager

Memorandum

To: Mayor Toby Barker and Members of City Council

From: Wiley Quinn, Urban Development Director

cc: Ann Jones, Chief Administrative Officer

Date: Tuesday, March 4, 2025

Re: Adopt an Ordinance to approve a zoning change request from B-5 to B-1 made by Tony May, Property Owner/Applicant, for a property located at 1927 Hill Street (PPIN 23321, Ward 5, Forrest County). The Planning Commission recommended approval on February 5th, 2025.
File Number: 2025-160
Minute Book #

Summary

Recommendation Statement

Please place this on the March 4, 2025 City Council meeting for consideration.

SUBJECT PARCEL

1927 Hill Street— Zoning Change Request

Tony May, Property Owner/Applicant, requests a zoning change from B-5 to B-1 for a property located at 1927 Hill Street (PPIN 23321, Ward 5, Forrest County).

HPC Item: D

Zoning Map

Subject Property

B-5

I-1

I-2

Rezone Request from B-5 to B-1
1927 Hill Street
PPIN: 23321
Flood Zone: AE-100, SX
Ward 5, Lamar County

0 500 Feet

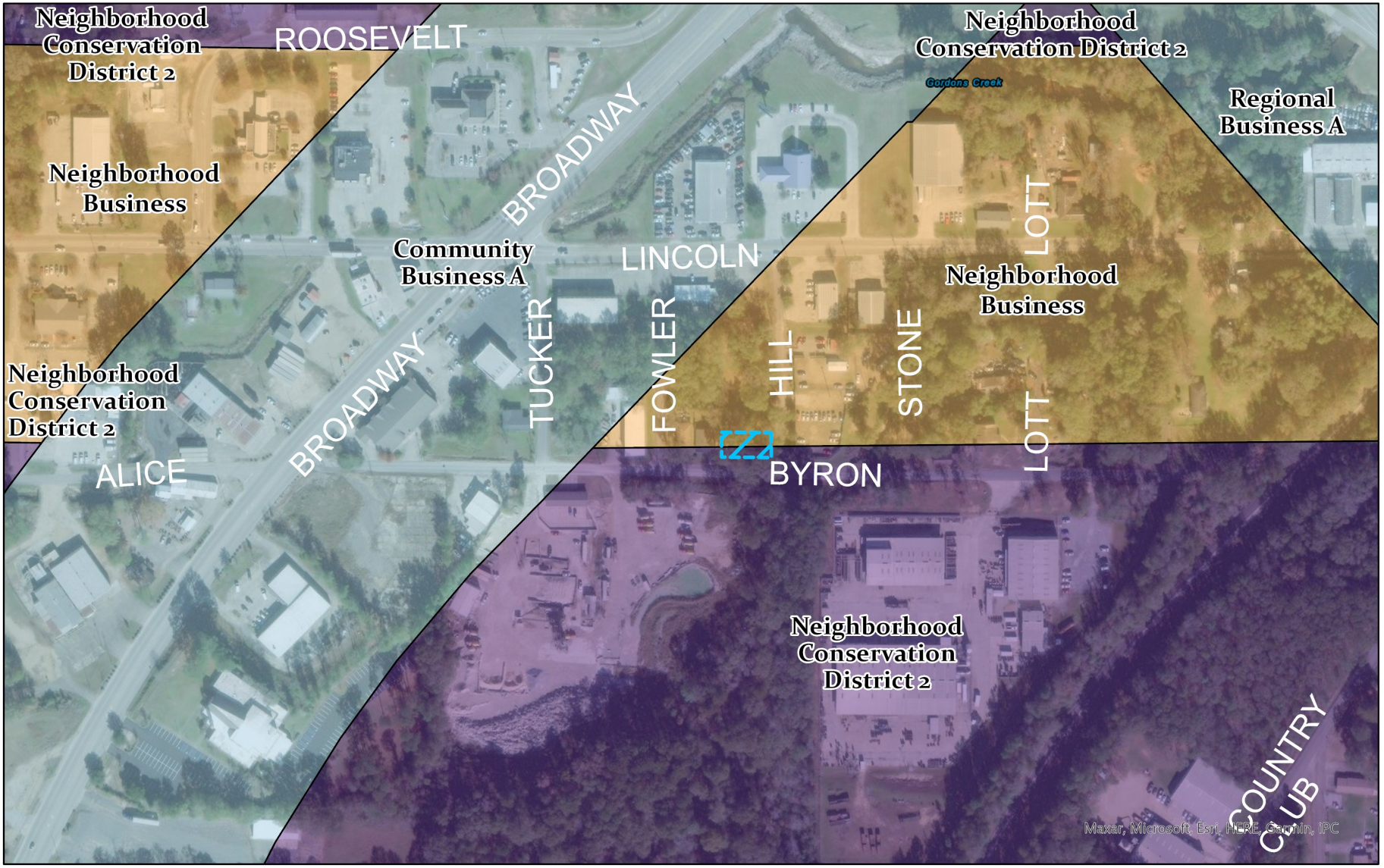
N

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°19'8"W 31°18'11"N

DISCLAIMER: This map is ONLY FOR REFERENCE. There is NO WARRANTY of the accuracy of data.
This information CANNOT be used as a substitute for legal, business, tax or other professional advice.
Map Exported on: 1/13/2025 3:06 PM

HPC Item: D



Future Land Use Map
- Subject Property
- Community Business A
- Neighborhood Business
- Neighborhood Conservation District 2
- Regional Business A
- City Boundaries

Rezone Request from B-5 to B-1
1927 Hill Street
PPIN: 23321
Flood Zone: AE-100, SX
Ward 5, Lamar County

0 400 800 Feet

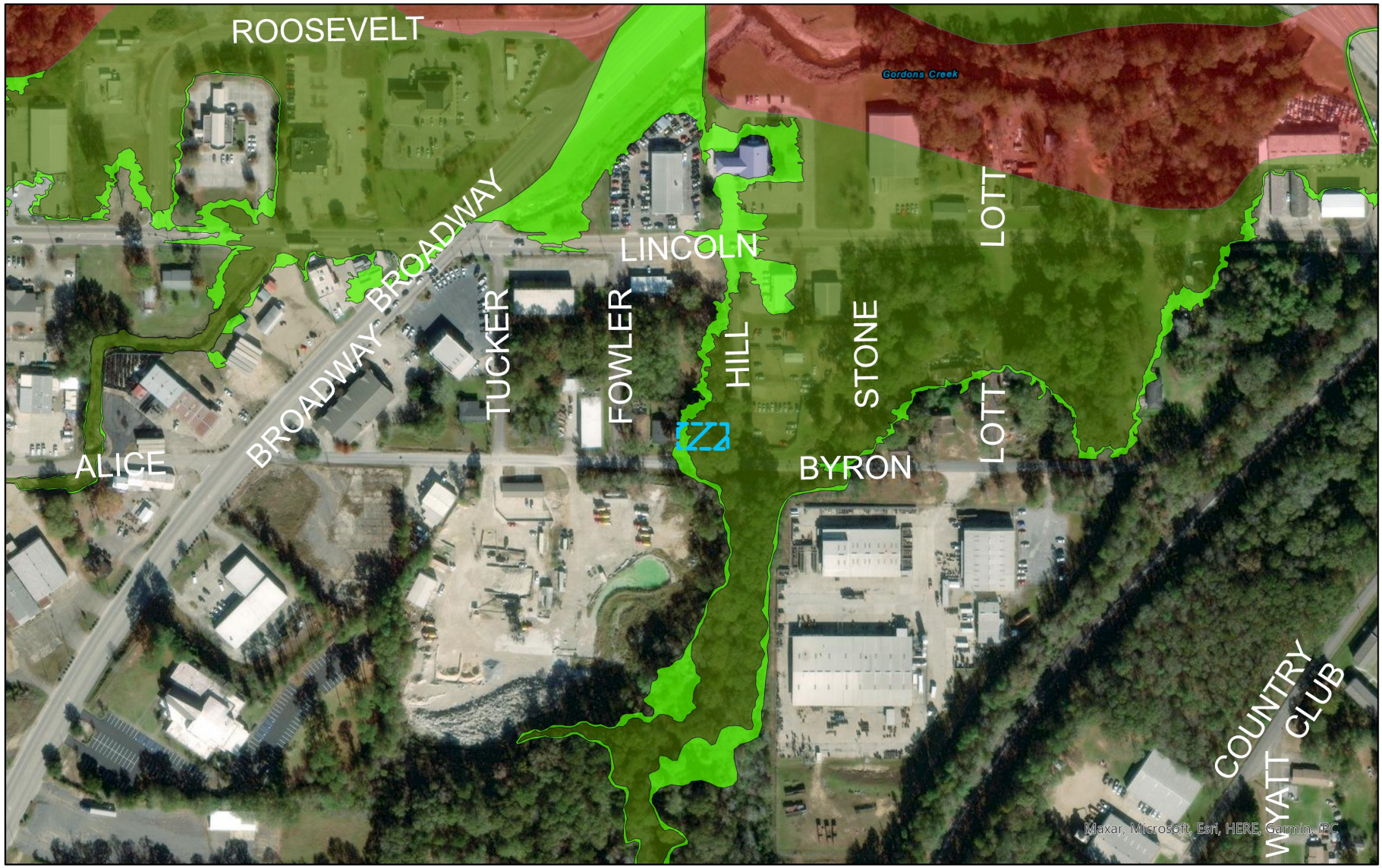
N

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°19'8"W 31°18'11"N

DISCLAIMER: This map is ONLY FOR REFERENCE. There is NO WARRANTY of the accuracy of data.
This information CANNOT be used as a substitute for legal, business, tax or other professional advice.
Map Exported on: 1/13/2025 3:09 PM

HPC Item: D



Flood Zone Map
- Subject Property
- FLOODWAY AREA IN ZONE AE
- ZONE A (100 yr flood - no elevation)
- ZONE AE (100 yr flood w / elevation)
- ZONE SX (500 yr flood)

Rezone Request from B-5 to B-1
1927 Hill Street
PPIN: 23321
Flood Zone: AE-100, SX
Ward 5, Lamar County

0 400 800 Feet

N

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°19'7"W 31°18'11"N

DISCLAIMER: This map is ONLY FOR REFERENCE. There is NO WARRANTY of the accuracy of data.
This information CANNOT be used as a substitute for legal, business, tax or other professional advice.
Map Exported on: 1/13/2025 3:13 PM

Site Aerial

Property Images

Surrounding Area

February 2025 HPC Item: D
Tony May, Property Owner/Applicant
Request for: **Rezoning**

URBAN DEVELOPMENT
PLANNING DIVISION

Planning Commission
Case Fact Sheet

Names of Petitioner: Tony May, Property Owner/Applicant

Address of Property:	**Tax Parcels**	**PPIN:**	**Ward:**
1927 Hill Street	2-039H-17-081.00	23321	5

Request: Rezoning

Purpose of Request: Tony May, Property Owner/Applicant, requests a zoning change from B-5 to B-1 for a property located at 1927 Hill Street (PPIN 23321, Ward 5, Forrest County).

History / Background: The applicant met with staff in a pre-application meeting in December of 2024 to look at the potential to rezone the property to be used as a residential dwelling. The applicant explained that he had worked on and off again on it since 2004 and was hoping to finish up the home. Staff explained the zoning regulations of the property—specifically, that the current zoning (B-5) does not allow for residential dwellings. Staff explained that the future land use map in the Comprehensive Plan directs the property to be Neighborhood Business, which typically points to B-1 and B-2 zoning districts. The current zoning, B-5, is for Regional Business, which is more of a highway zoning.

B-1 and B-2 are commercial zoning districts allowing residential single-family dwellings. B-1 allows for single-family dwellings outright, while B-2 allows for single-family dwellings with conditional use approval but allows for a bit more flexibility in the uses that the zoning allows for if the property were to be used for a commercial purpose at a later date.

Applicant Summary: * See Attached *

February 2025 HPC Item: D
Tony May, Property Owner/Applicant
Request for: **Rezoning**

Applicable Regulations:

SECTION 4 **Zoning Districts Established**

4.5.8 B-1 Professional Business: The purpose of this business district is to provide areas for professional and business offices and related activities that require separate buildings and building groups surrounded by landscaped yards and open areas. The intent is to provide compact locations for business offices, medical and dental offices, as well as suburban locations near residential neighborhoods.

4.5.12 B-5 Regional Business District: The purpose of the B-5 District is to provide for retail, personal and business services, offices, and financial services in locations with convenient access to the region's population consistent with comprehensive planning policies. This district is consistent with the Regional Business District in the Comprehensive Plan.

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

Present Use: Single-Family Dwelling.

Future Land Use: Neighborhood Business Corridor

Surrounding Zoning and Land Use:

North: B-5 Regional Business District
South: I-1 Light Industrial
East: B-5 Regional Business District
West: B-5 Regional Business District

Letters or Concerns stated: As of finalizing this report, the Planning Division Office had received no calls or letters of concern.

Option: Recommend **Approval** or **Denial** of a zoning change from B-5 to B-1 for a property located at 1927 Hill Street (PPIN 23321, Ward 5, Forrest County).

February 2025 HPC Item: D
Tony May, Property Owner/Applicant
Request for: **Rezoning**

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

Zone-000776-2024

URBAN DEVELOPMENT
PLANNING DIVISION

Public Hearing Application

P.O. BOX 1898 (200 Forrest Street/39401)
Hattiesburg, MS 39403-1898
Department of Urban Development
(601) 545-4599 or FAX (601) 545-1962

APPLICANT:

Applicant Name: Tony May
Project Name: Tony home
Proposed Use(s): Single family
Project Street Address: 1927 Hill Street
PPIN Number(s) (if unknown, can be found on tax receipt): _____

PLEASE BE SURE TO FILL OUT PP. 1-5 AND SEE FEES ON P. 6

Application for (check all appropriate types):

- ☐ Variance (see below)
- ☐ Conditional Use (see below)
- ☐ Subdividing of Lot, Parcel, or Tract (see p. 12)
- ☑ Re-Zoning (see below)
- ☐ Street or Alley Renaming (see pp. 13-14)
- ☐ Overlay District
- ☐ Vacating Street or Alley (see pp. 13-14)
- ☐ Planned Mixed-Use District

For Variance Only (check all appropriate variance types), see pp. 7 & 8:

- ☐ Sign
- ☐ Setback (front, side, or rear _____)
- ☐ Off-Site Parking
- ☐ Lot Width
- ☐ Lot Coverage Area
- ☐ Buffer
- ☐ Open Space
- ☐ Other: _____

For Conditional Use Permit Only (check applicable type), see pp. 9 & 10:

- ☐ Automotive Filling Station
- ☐ Telecommunications
- ☐ Digital Billboard, New
- ☐ Digital Billboard, Replacement
- ☐ Restaurant
- ☐ Solar Farm
- ☐ Other: _____

For Re-Zoning Only, see p. 11:

Existing Zoning: B5
Proposed Zoning: B1

STAFF USE ONLY – Do Not Complete:

Pre-Application Date: _____ Planner: _____
Parcel Number(s): _____ Historic District(s): _____
Flood Zone(s): _____ Zoning Districts(s): _____
Project No.: _____

Code Sections:

LDC Section No. _____
Section No. _____
Section No. _____
Section No. _____
Section No. _____

RECIVED DATE & INITIALS:

OWNER AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **OWNER(s)** of the subject property located at 115 Independence Ave Hattiesburg MS,
Street Address **City** **State**

on this the 26 day of December, 2024

~~In the matter of this request, the property owner further authorizes the following named person(s) to represent them at the public hearing on this petition.~~

_____

on this the _____ day of _____, 20____.

Tony May
Property Owner (print)

Tony May
Property Owner (signature)

STATE OF Mississippi

COUNTY OF Forrest

Personally came and appeared before me, the within named

_____,

who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 26th day of December, 2024.

NOTARY PUBLIC

My Commission Expires:
9/13/2027

STATE OF MISSISSIPPI VALERIE PATTERSON NOTARY PUBLIC FORREST COUNTY My commission expires September 13, 2027 Commission number 379321

FOR RE-ZONING APPLICANTS:

As stated in Section 12.3 in the Land Development Code, 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.

☐ There was a mistake in the original zoning.

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

☐ Annexation.

Detailed explanation of condition(s) most applicable to your request:

There are still houses in the neighborhood, I grew up in and I would like to live in the house to be closer to family and friends. This is not like highway 49 or highway 98 which are ~~City~~ highway zones. I'm also listed as neighborhood business.

```
 LRMINQ01 REDEMPTION          LANDROLL INQUIRY - BASIC DATA          LRWINQ01/M5
Library 2024 LANDROLL - FORREST
MAY TONY A                                Parcel 2-039H-17-081.00     PPIN  23321
MAY TONY A                                Alt Parcel   224 -0756-013-001.00
115 INDEPENCE AVE                         Exempt Code     JD 0 Tax District 1110
                                          Subdivision  0756
                                             PINEHURST SUB 2
                                          Neighborhood 0756          Map
HATTIESBURG       MS 39401      St Addr   1927    HILL STREET
Sect/Twn/Rng 17 04N 13W Blk 013
Cls C-Acres  C-Value  U-Acres  U-Value   T-Acres   Improved   True    Assessed
1              3120                                  6880     10000      1500
2
               3120                                  6880     10000      1500
Homestead Type   1=065 2=DAV 3=DIS 4=Reg    Reg          100        DAV
Mtg  999 *** MAILING LIST ***             Group             Eligible Cl1 N (Y/N)
New Value Added           F-Fire O-Override   Deed Bk 0961 Pg 482        Ext
 Drainage Code    Benefit  Price  Total       Deed Date  5 12 2005 Type  QC
                                            Current  2024 Yr  Added 12  1 1990
                                         L     3120     3120         XXX
                                         B     6880     6880  Chged  1 26 2006
Levee Benefits        X        =          Use1 1110 Use2 1110         QUITMAN
 F3-NEXT PARCEL F5-LEGAL F6-ADDENDUM F7-DEEDS F8-FLAGS F9-OPTIONS F24-EXIT
 F3 next record, Page-Up prev record, F13 Paperlink
```

Quit Claim Deed

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS ($10.00), cash and other valuable considerations, the receipt of which is hereby acknowledged, the undersigned Robert M. Daley, does hereby grant, bargain, sell and convey unto, Tony A. May, the following described property situated in FORREST COUNTY, MISSISSIPPI, to-wit:

Lots 1 and 2 Block 13, Pinehurst No. 2 BK 621 PG 154
Parcel Number: 2-039H-17-081.00
PPIN: 23321

This instrument does not cover nor convey any rights of Grantor arising out of tax sales subsequent to those tax sales conducted in 2002. The intent of this instrument is to convey to the Grantee the Grantor's interests in the property based solely upon the Grantor's City of Hattiesburg tax deed interests for unpaid 2001 city of Hattiesburg taxes. This quitclaim deed is without warranty of any kind and the Grantee accepts said property in an as is condition.

GRANTOR HEREIN SHALL not be responsible for any taxes due or to become due on the above described property.

IN WITNESS THEREOF the undersigned has caused this instrument to be executed this 12th DAY OF MAY 2005.

Robert M. Daley

BY: _____

STATE OF MISSISSIPPI
FORREST COUNTY
I CERTIFY THIS INSTRUMENT
WAS FILED AND RECORDED
104315
2005 MAY 18 P 3:08
DEED BK. AND PAGE NO.
FILE NO. AS SHOWN
WITNESS MY HAND AND SEAL
_____ CLERK

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE me, the undersigned authority in and for aforesaid jurisdiction, the within named Robert M. Daley, who acknowledged that he signed, sealed and delivered the above and foregoing instrument of writing on this date and for the purpose therein mentioned.

WITNESS MY SIGNATURE and seal of office, on this the 12 DAY OF MAY 2005.

BARBARA J. SAUCIER, HARRISON CO., MS
NOTARY PUBLIC
My Commission Expires: FEB 27, 2008

Barbara J Saucier
Notary Public

MY commission expires: 2-27-08

Grantor Address:	P.O. Box 4273, Gulfport, MS, 39502	(228) 234-1186
Grantee Address:	1820 Lott St, Hattiesburg, MS, 39401	(601) 408-8169
PREPARED BY: Robert M. Daley	P.O. Box 4273, Gulfport, MS 39502	(228) 234-1186
RETURN TO: Robert M. Daley	P.O. Box 4273, Gulfport, MS 39502	(228) 234-1186

```
 LRMINQ01 REDEMPTION          LANDROLL INQUIRY - BASIC DATA          LRWINQ01/M5
Library 2024 LANDROLL - FORREST
MAY TONY A                                Parcel 2-039H-17-080.00     PPIN  33249
115 INDEPENDENCE AVE                      Alt Parcel   224 -0756-013-001.01
                                          Exempt Code     JD 0 Tax District 1110
                                          Subdivision  0756
                                             PINEHURST SUB 2
                                          Neighborhood 0756          Map
HATTIESBURG      MS 39401 0000 St Addr   1937    HILL STREET
Sect/Twn/Rng 17 04N 13W Blk 013
Cls C-Acres  C-Value  U-Acres  U-Value   T-Acres   Improved   True    Assessed
1              3120                                            3120        468
2
               3120                                            3120        468
Homestead Type   1=065 2=DAV 3=DIS 4=Reg    Reg          100        DAV
Mtg  999 *** MAILING LIST ***              Group                Eligible Cl1 N (Y/N)
New Value Added           F-Fire O-Override   Deed Bk 1040 Pg 222        Ext
 Drainage Code    Benefit  Price  Total        Deed Date  7  2 2008 Type  PNT
                                            Current  2024 Yr  Added 12  1 1990
                                          L     3120     3120         XXX
                                          B                       Chged  4 30 2009
Levee Benefits       X        =           Use1 1110 Use2 1110         QUITMAN
 F3-NEXT PARCEL F5-LEGAL F6-ADDENDUM F7-DEEDS F8-FLAGS F9-OPTIONS F24-EXIT
 F3 next record, Page-Up prev record, F13 Paperlink
```

No. 77505

FORFEITED TAX LAND PATENT

State of Mississippi

PURSUANT to Mississippi Code Annotated §29-1-1 et seq 1972 as amended, providing for the sale of Forfeited Tax Lands of the State of Mississippi, and

As said lands are now held by the State and the patentee hereinafter named has complied with all the requirements of the law in such cases made and provided;

The State of Mississippi, in consideration of the premises and the sum of $1,395.00, being the amount required to purchase said lands, does hereby grant and convey to:

Tony A. May

the following described land, to-wit:

LOTS 3&4 BLK 13 PINEHURST NO 2 * 1937 Hill St *** PPIN # 33249**
Section 17, Township 4 North, Range 13 West
Parcel/PPIN: 2039H17080.00
Forrest County, Mississippi.

This the 2nd *day of* July, *2008*

STATE OF MS.
FORREST COUNTY
I CERTIFY THE INSTRUMENT
WAS FILED AND RECORDED
133085
2008 JUL 18 PM 2:47

WITNESS MY HAND AND SEAL
JIMMY C. HAVARD
CHANCERY CLERK

C. DELBERT HOSEMANN, Jr.
SECRETARY OF STATE

ASSISTANT SECRETARY OF STATE

GOVERNOR

Attest: C. Delbert Hosemann, Jr.
SECRETARY OF STATE

Grantor and Prepared By:
State of Mississippi
Post Office Box 136
Jackson, MS 39205
Tele: (601) 359-6373

Grantee:
Tony A. May
115 Independence Avenue
Hattiesburg, MS 39401
Tele: 601-408-8169

7/96-20

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 FOR A CERTAIN PROPERTY LOCATED AT 1927 HILL STREET (PARCEL NO. 2-039H-17-081.00, PPIN 23321, WARD 5, FORREST COUNTY) FROM SECTION 4.5.12 B-5 (REGIONAL BUSINESS) DISTRICT TO SECTION 4.5.8, B-1 (PROFESSIONAL BUSINESS) DISTRICT.

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:

There was an error in the original zoning.

Lots 1 and 2 Block 13, Pinehurst No. 2 BK 621 PG 154
PARCEL NUMBER 2-039H-17-081.00
PPIN: 23321

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., 2025.

(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., 2025.

ATTEST: APPROVED:

_____ _____
CITY CLERK MAYOR

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Nathan Satcher, Planner II, Cory Long, Planning Administrator**

cc: **Ann Jones, Chief Administrative Officer, Wiley Quinn, Urban Development Director**

Date: **Tuesday, March 4, 2025**

Re: **Adopt an Ordinance amending Ordinance number 3369 adopted on February 18, 2025, the Sidewalk Bank Fee-in-Lieu Program, to repeal Section 5.3.(a) of said Ordinance.**
File Number: 2025-172
Minute Book #

Summary
An ordinance amending ordinance number 3369, the Sidewalk Bank Fee-in-Lieu Program, revising the application process.

Specifically, under section 5.3.a, the following has been removed:
"A variance shall not be substituted for the construction of sidewalks. Sidewalks shall be constructed as required by the Land Development Code, or developers may voluntarily participate in the sidewalk bank program."

Additional language has also been included in Section 8, adding the following to accommodate the ordinance update:
That Ordinance Number 3369 adopted February 18, 2024, and any other ordinances in conflict thereof are hereby repealed.

Recommendation Statement

Please place this on the March 4, 2025 City Council meeting for consideration.

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

SIDEWALK BANK FEE-IN-LIEU PROGRAM

AN ORDINANCE AMENDING ORDINANCE NUMBER 3369, ADOPTED FEBRUARY 18, 2025, TO AMEND THE CODE OF ORDINANCE OF HATTIESBURG, MISSISSIPPI, TO UPDATE THE SIDEWALK BANK FEE-IN-LIEU PROGRAM FOR THE CITY OF HATTIESBURG

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

WHEREAS, the City of Hattiesburg recognizes the importance of sidewalks and pedestrian infrastructure for the safety, accessibility, and welfare of its residents; and

WHEREAS, the City has developed a **Pathways Master Plan** that outlines a comprehensive approach to enhancing pedestrian and bicycle infrastructure to improve mobility and connectivity throughout the community; and

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WHEREAS, the City acknowledges that in certain developments or locations, on-site sidewalk construction may not align with existing pedestrian needs or may be impractical due to the nature of the site or surrounding area; and

WHEREAS, Mississippi law grants municipalities the authority to enact ordinances promoting the general welfare, health, and safety of their residents, including infrastructure improvements and public safety enhancements; and

WHEREAS, the City of Hattiesburg seeks to establish a Sidewalk Bank Program as an alternative compliance option for developers, with funds directed solely toward sidewalk projects in areas of demonstrated need as identified in the **Pathways Master Plan** and in High-priority areas; and

NOW, THEREFORE, be it ordained by the City Council of the City of Hattiesburg, Mississippi, as follows:

SECTION 1. Definitions

For the purposes of this ordinance, the following terms shall have the meanings indicated:

1. **Department of Engineering and Transportation**: The department of engineering shall have responsibility for the supervision, management, operation, and direction of infrastructure and other engineering-related projects; the director shall work closely with the directors of the water and public works departments, and with the city's consulting engineers.
2. **Department of Urban Development:**
    1. The Department of Urban Development shall have responsibility for the administration, supervision, management, operation, and direction of the divisions of code enforcement, federal and state programs, land code administration, and planning.
3. **Developer**: Any person engaging in developing or improving a lot or group of lots or placing structures thereon for use or occupancy.
4. **Development**: Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or a drilling operation
5. **Fee-in-Lieu**: A monetary contribution made by a developer to the Sidewalk Bank Fund as an alternative to constructing required sidewalks on-site, calculated based on a per-linear-foot cost of sidewalk construction.
6. **High-Priority Areas**: Locations identified in the Pathways Master Plan that demonstrate a significant need for pedestrian infrastructure improvements based on factors such as safety concerns, proximity to schools and parks, and existing pedestrian traffic patterns. These areas are determined based on criteria, including, but not limited to:
    1. Proximity to schools, parks, public transit stops, and community facilities
    2. Areas with documented safety concerns, such as high pedestrian accident rates
    3. Locations with significant gaps in existing sidewalk networks
    4. Commercial and mixed-use districts with demonstrated pedestrian activity

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5. Neighborhoods with high population density or vulnerable populations
6. Corridors identified for economic development or revitalization where pedestrian access could enhance connectivity and growth

7. **On-Site Sidewalk Construction**: The physical installation of sidewalks as required by the City's existing development regulations at the site of a proposed development.
8. **Pathways Master Plan**: The City of Hattiesburg's official document, as prepared for the Hattiesburg-Petal-Forrest-Lamar MPO, that outlines the vision, goals, and specific projects for enhancing pedestrian and bicycle infrastructure throughout the city, as adopted by the City Council in April of 2015.
9. **Pedestrian Infrastructure**: Facilities and amenities designed for pedestrian use, including but not limited to sidewalks, crosswalks, pathways, and related safety features.
10. **Sidewalk Bank Fee-in-Lieu Program**: A voluntary program established by the City of Hattiesburg that allows developers, at their discretion, to contribute funds in lieu of constructing sidewalks on-site, with those funds designated for sidewalk construction and improvements in areas identified as needing pedestrian infrastructure or improvements.
11. **Sidewalk Bank Fund**: A dedicated fund established within the City's financial system that collects contributions made under the Sidewalk Bank Program, used solely for sidewalk projects and improvements as identified in the Pathways Master Plan.
12. **Site and design review committee:** As established by the Land Development Code, its purpose shall be to utilize to the fullest extent possible its individual and collective technical expertise, to coordinate and expedite the review, processing and pre-hearing procedures as they may apply to the Land Development Code, and all development and building codes and all applicable City Codes.

SECTION 2. Purpose and Intent

The purpose of this ordinance is to establish a Sidewalk Bank Program, which allows developers the option to contribute funds in lieu of constructing sidewalks on-site where it is determined that such construction is unnecessary or impractical for sidewalks required under section 7 of the Land Development Code. The program's intent is to allocate these funds to construct sidewalks in areas where pedestrian infrastructure is more urgently needed, as identified in the City's **Pathways Master Plan**.

SECTION 3. Establishment of the Sidewalk Bank Program

The Sidewalk Bank Program (hereinafter "Program") is hereby established as an alternative compliance option for sidewalk construction requirements. Funds collected under this Program shall be exclusively used to fund sidewalk construction, improvements, or repairs in designated high-need pedestrian areas within the City of Hattiesburg as specified in the **Pathways Master Plan**.

SECTION 4. Program Administration

1. **Administration**: The Program shall be administered by the Department of Engineering in coordination with the Department of Urban Development and the Site and Design Review Committee.

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2. **Sidewalk Bank Fund**: A designated "Sidewalk Bank Fund" shall be established within the City's financial system, and all contributions made under this Program shall be deposited into this fund. This fund shall be used solely for pedestrian infrastructure improvements for areas identified in the **Pathways Master Plan** and **High-Priority Areas** as specified in this ordinance.
3. **Annual Report**: The Department of Engineering and Transportation shall submit an annual report to the City Council detailing the contributions made to the Sidewalk Bank Fund, projects funded, and future planned expenditures in alignment with the **Pathways Master Plan**.

SECTION 5. Eligibility and Application Process

1. **Eligibility for Participation**: Developers may apply for the alternative compliance option through the Sidewalk Bank Program when:
    a) The site for development is located in an area where on-site sidewalk construction is deemed unnecessary based on surrounding land uses, pedestrian traffic patterns, or existing infrastructure;
    b) On-site sidewalk construction is impractical due to topographic, environmental, or physical constraints.
2. **Areas eligible for administrative approval:**
    a) The section of the US Highway 49 corridor north of its intersection with Interstate-59
    b) The section of the US Highway 49 corridor south of Old Airport Road
    c) Highway 98/Hardy Street corridor west of its intersection with Interstate 59
    d) The section of the US Highway 98 corridor that follows the southernmost boundary of the City Limits that has intersections with Elks Lake Road, US Highway 49, and W. L. Runnels Drive.
        1. See Exhibit A of this ordinance providing a map of the areas eligible for administrative approval. Only properties directly abutting these corridors would be eligible.
    e) Any property zoned Industrial that is bound by industrially zoned properties on either side of the proposed development along the same corridor
    f) Any property zoned agricultural that is bound by agriculturally zoned properties on either side of the proposed development along the same corridor
    g) Any property annexed into the City of Hattiesburg after the effective date of this ordinance.
3. **All other areas are eligible to participate in the sidewalk bank program by legislative approval, following the same procedures as a conditional use, as outlined in section 12 of the Land Development Code, Ord. No. 3209, as amended:**
4. **Retroactive Clause:** Any development that has been approved by the site and design review committee and building permits have been issued, but has not yet received a certificate of zoning compliance may participate in the sidewalk bank fee-in-lieu program upon request by the developer, following all other provisions of this ordinance.
5. **Application and Approval**: To participate in the Program, the developer must apply to the Department of Urban Development, providing details of the proposed development and reasons for opting into the Sidewalk Bank Program. Approval is subject to the Site

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and Design Review Committee and Administration's review and determination that participation aligns with the City's pedestrian infrastructure goals as outlined in the **Pathways Master Plan**.

a) All requests must meet the eligibility for participation.
b) For projects not within the areas eligible for administrative approval, applicants will be required to submit a public hearing application following the requirements of a conditional use request.

6. **Fee-in-Lieu Contribution**: Developers approved to participate in the Program shall make a contribution to the Sidewalk Bank Fund in an amount calculated as follows:
    a) The fee shall be based on a per-linear-foot cost of sidewalk construction for the proposed site as determined by the City's most recent cost estimates.
    b) The contribution amount will be reviewed and adjusted annually by the Department of Engineering and Transportation based on current market rates.
        1. Alternatively, Developers opting for a fee-in-lieu of sidewalk construction may submit three itemized cost estimates from licensed contractors qualified in sidewalk or public infrastructure construction, following the city's standard scope of work. The city will review and select either the average of the estimates as the fee-in-lieu amount, subject to verification and adherence to current market conditions. Estimates must be obtained within 45 days of submission and reflect comparable project requirements as established by the city.
        2. An application fee of $250 is also required for staff time and processing.

SECTION 6. Use of Sidewalk Bank Funds

1. **Designated Areas**: Funds from the Sidewalk Bank shall be used solely for sidewalk and pedestrian improvement projects in **High-Priority Areas** or areas identified under the **Pathways Master Plan** within the limits of the City of Hattiesburg, including but not limited to:
    - Near schools, parks, and public facilities
    - Commercial districts with high pedestrian traffic
    - Areas with safety concerns related to pedestrian access
2. **Project Selection**: The Department of Engineering and Transportation, in consultation with the Department of Urban Development, and City Administration, shall identify and prioritize sidewalk projects eligible for funding from the Sidewalk Bank based on criteria established in the **Pathways Master Plan** and **High-Priority Areas**, as defined in the definitions section of this ordinance.

SECTION 7. Transparency and Accountability

To ensure transparency, the City shall make available a public record of the Sidewalk Bank Fund's balance, expenditures, and completed projects. An annual report detailing the use and impact of the Program shall be submitted to the City Council and made available to the public and in compliance with all sections of Mississippi Code Ann. § 7-7-211, § 21-17-5, § 21-35-25, and § 21-37-5.

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SECTION 8. Severability

1. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are declared severable.
2. That Ordinance Number 3369 adopted February 18, 2024, and any other ordinances in conflict thereof are hereby repealed.

SECTION 9. Codification and Renumbering

The sections and subsections of this ordinance are numbered for organizational purposes. Upon incorporation into the City of Hattiesburg's municipal code, this ordinance shall be codified under Chapter 46, Article VII. The numbering and lettering of sections, subsections, or cross-references shall be done to conform to the existing format and organization of the code, without altering the content or intended placement of this ordinance. If Chapter 46, Article VII is later amended, reorganized, or renumbered as part of a broader amendment, this ordinance shall be renumbered or restructured as necessary to maintain consistency within the code, without altering the substance or intent of the ordinance or in its intended placement into Chapter 46 - Streets, Sidewalks, and other Public Places.

SECTION 10. Effective Date

This ordinance shall take effect immediately upon its passage and publication, as it is deemed necessary for the immediate public welfare to promote the timely construction and enhancement of pedestrian infrastructure within the City of Hattiesburg. Thus, in accordance with state law MS Code § 21-13-11, this ordinance addresses current safety concerns for pedestrians.

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., 2025.

(S E A L)

ATTEST: ADOPTED:

DRAFT

_____ _____

CLERK OF COUNCIL PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the_____day of_____ A.D., 2025.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

DRAFT

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Wiley Quinn, Urban Development Director**

cc: **Ann Jones, Chief Administrative Officer**

Date: **Tuesday, March 4, 2025**

Re: **Accept the Planning Commission's recommendation to approve a request for a preliminary plat for a major subdivision made by Legacy Park Residential, LLC, Property Owner/Applicant, for an R-1B zoned property located on Beverly Hills Road (PPIN 26210, Ward 1, Forrest County).**
File Number: 2025-157
Minute Book #

Summary

Recommendation Statement
The Planning Commission recommended to approve.

Please place this on the March 4, 2025 City Council meeting for consideration.

February 2025 HPC Item: A
Legacy Park Residential, LLC, Property Owner/Applicant, John Anglin, Engineer, Dennis Poulsen, Representative, and Vive Legacy Park LLC, by Timothy Vest, Manager, Property Owner,
Request for: **Major Subdivision**

URBAN DEVELOPMENT
PLANNING DIVISION

Planning Commission
Case Fact Sheet

Names of Petitioner: Legacy Park Residential, LLC, Property Owner/Applicant, John Anglin, Engineer, Dennis Poulsen, Representative, and Vive Legacy Park LLC, by Timothy Vest, Manager, Property Owner,

Address of Property:	**Tax Parcels**	**PPIN:**	**Ward:**
Beverly Hills Road	2-028D-06-039.00	26210	1

Request: Major Subdivision

Purpose of Request: Legacy Park Residential, LLC, Property Owner/Applicant, John Anglin, Engineer, Dennis Poulsen, Representative, and Vive Legacy Park LLC, by Timothy Vest, Manager, Property Owner, request approval for a preliminary plat for a major subdivision for a R-1B property located on Beverly Hills Road (PPIN 26210, Ward 1, Forrest County).

History / Background: The applicant met with staff in a pre-application meeting to discuss establishing the Beverly Hills Homes as a formal subdivision. Currently, all of the homes are located on a single parcel and are considered legally non-conforming with the current R-1B zoning district.

The Hattiesburg City Council approved the subdivision of the property on July 19, 2006, under the previous land development code. The property was also approved by the Site Plan Design and Review Committee for subdivision on June 8, 2007, before the adoption of the current Land Development Code. However, it appears that the subdivision did not complete the final required steps with both the City of Hattiesburg and Forrest County. Despite this, the property was constructed and has been used as a multi-family housing complex since its

completion. The current owner purchased the property in 2024 with the intention of selling each house/parcel individually.

Since the plat was never properly finalized and the Land Development Code has since been updated, the property must now adhere to the current requirements for establishing a major subdivision. All proposed lots will need to meet the minimum dimensional requirements for the R-1B zoning district.

The proposed subdivision involves creating new publicly owned streets and other infrastructure. Any infrastructure that will be dedicated to the City must be upgraded or repaired to meet current City standards before the plat can be filed. If the subdivision is approved, the infrastructure and plat requirements will follow the updated subdivision regulations in the Land Development Code and be reviewed by the Site Plan Design and Review Committee.

Applicant Summary: * See Attached *

Applicable Regulations:

SECTION 4 **Zoning Districts Established**

4.5.10 R-1B Single-Family Residential District: The purpose of the R-1B 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.

February 2025 HPC Item: A
Legacy Park Residential, LLC, Property Owner/Applicant, John Anglin, Engineer, Dennis Poulsen, Representative, and Vive Legacy Park LLC, by Timothy Vest, Manager, Property Owner,
Request for: **Major Subdivision**

SECTION 4 **Zoning Districts Established**

Table 6.1 Dimensional Standards

District	Minimum Lot Size in SF/ Width at Setback	Max. Dwelling Units	Max. Floor Area Ratio	Setbacks in feet				Max. Height*	Max. Impervious Surface Lot Coverage	Buffer in Feet
				Min. Front	Max. Front	Min. Side	Min. Rear			
R-1A	10,000/ 50	1 per lot	-	30	-	10	25	35 feet or 3 stories	50%	-
R-1B	7,500/ 50	1 per lot	-	25	-	10	25	35 feet or 3 stories	50%	-
R-1C	5,000/ 50	1 per lot	-	20	-	10	25	35 feet or 3 stories	50%	-
R-2	4,000/ 40	2 per lot	-	20	-	10	20	35 feet or 3 stories	50%	-
R-3	7,500/ 40	17 per acre	-	20	-	5	20	35 feet or 3 stories	50%	-

SECTION 11 **Administration and Enforcement**

11.10.1.8 Subdivision Violations. The owner of a subdivision shall not transfer title to any lot in such subdivision until such time as the final plat has been approved by the appropriate authority as outlined in this Code and duly recorded in the office of the Chancery Clerk of Forrest County or Lamar County, Mississippi. Transfers prior to such approval and recording shall be deemed a violation of this Code and shall be subject to any and all remedies available to the City.

11.10.1.9 Recording Violations.
The Chancery Clerks of Forrest County and Lamar County, Mississippi shall not receive, file or record a plat of a subdivision within the jurisdiction of this Land Development Code without prior approval of the appropriate authority as outlined in this Code. Plats recorded prior to such approval shall be deemed unlawful and invalid

SECTION 12 **Process and Procedures**

Categories of Development Approvals
12.3.2 Preliminary Plat Approval for Major Subdivisions
12.3.2.1 Approval Criteria.
i. Conformance with the Hattiesburg Comprehensive Plan.
ii. Conformance with the standards of the zoning district.

iii. Conformance with other standards and requirements of this Code and other City policies and regulations.
iv. Determination that adequate public facilities and services will be available concurrent with the impacts of the subdivision.
v. Determination that the project will have little or no adverse or negative impacts upon the natural environment.

12.3.2.4 Final Plat.
i. No Significant Change. Final plats of major subdivisions that are substantially the same as the approved preliminary plat, as determined by the Site and Design Review Committee, shall be approved administratively.
ii. Significant Change. Final plats that exhibit any significant deviation from the approved preliminary plat, as determined by the Site Plan Review Committee, shall require approval by the Planning Commission.

12.3.2.5 Recording.
In order to be an official and legal plat, the final approved plat must be recorded along with all applicable covenants, deed restrictions and property owners' association documents with the Chancery Clerk of Forrest or Lamar County, as appropriate. The City Engineer shall ensure that the City records this information in a timely fashion.

Present Zoning: The property is currently zoned R-1B (Single-Family Residential).

Present Use: Single-Family Residential.

Future Land Use: Neighborhood Conservation District 2

Surrounding Zoning and Land Use:
North: R-1B Single-Family Residential
South: R-1B Single-Family Residential
East: R-3 Multi-Family Residential
West: R-1B Single-Family Residential

Letters or Concerns stated: As of finalizing this report, the Planning Division Office had

received no calls or letters of concern.

Option: Recommend **Approval** or **Denial** of a preliminary plat for a major subdivision for a R-1B property located on Beverly Hills Road (PPIN 26210, Ward 1, Forrest County).

Basis for approval: **Approve or deny** a preliminary plat for a major subdivision in the City of Hattiesburg.

Planning Commission must deem that all of the following approval criteria must be met before granting approval for the Preliminary Plat for a Major Subdivision:

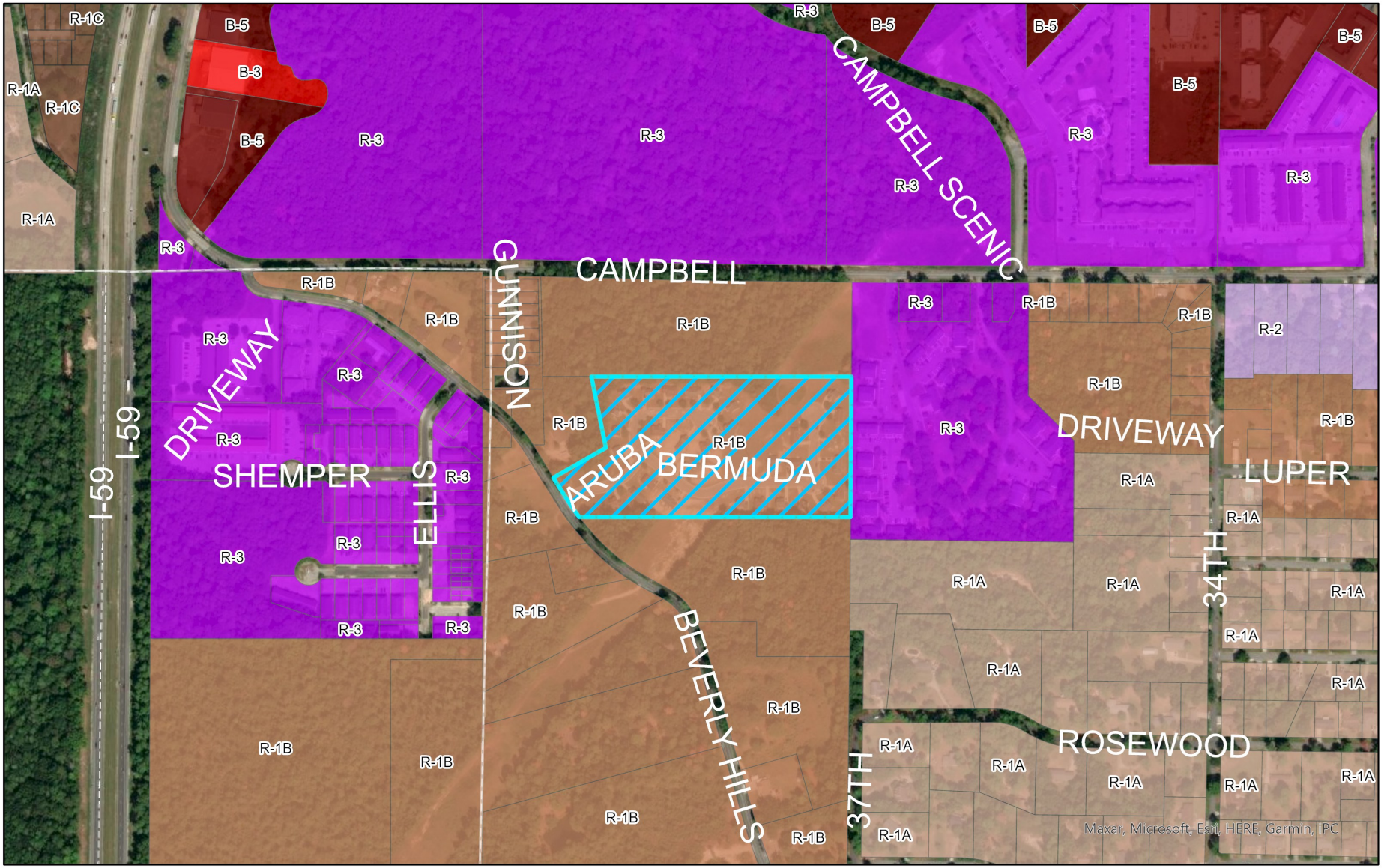
12.3.2 Preliminary Plat Approval for Major Subdivisions
12.3.2.1 Approval Criteria.
i. Conformance with the Hattiesburg Comprehensive Plan.
ii. Conformance with the standards of the zoning district.
iii. Conformance with other standards and requirements of this Code and other City policies and regulations.
iv. Determination that adequate public facilities and services will be available concurrent with the impacts of the subdivision.
v. Determination that the project will have little or no adverse or negative impacts upon the natural environment.

SUBJECT PARCEL

Beverly Hills Road— Major Subdivision Request

Legacy Park Residential, LLC, Property Owner/Applicant, John Anglin, Engineer, Dennis Poulsen, Representative, and Vive Legacy Park LLC, by Timothy Vest, Manager, Property Owner, request approval for a preliminary plat for a major subdivision for a R-1B property located on Beverly Hills Road (PPIN 26210, Ward 1, Forrest County).

HPC Item: A



Zoning Map

- Subject Property
- R-1A
- R-1B
- R-1C
- R-2
- R-3
- B-3
- B-5

Request for Major Subdivision
Beverly Hills Homes
8 Aruba Drive
PPIN: 26210
Flood Zone: X
Ward 1, Forrest County

0 1,000 Feet

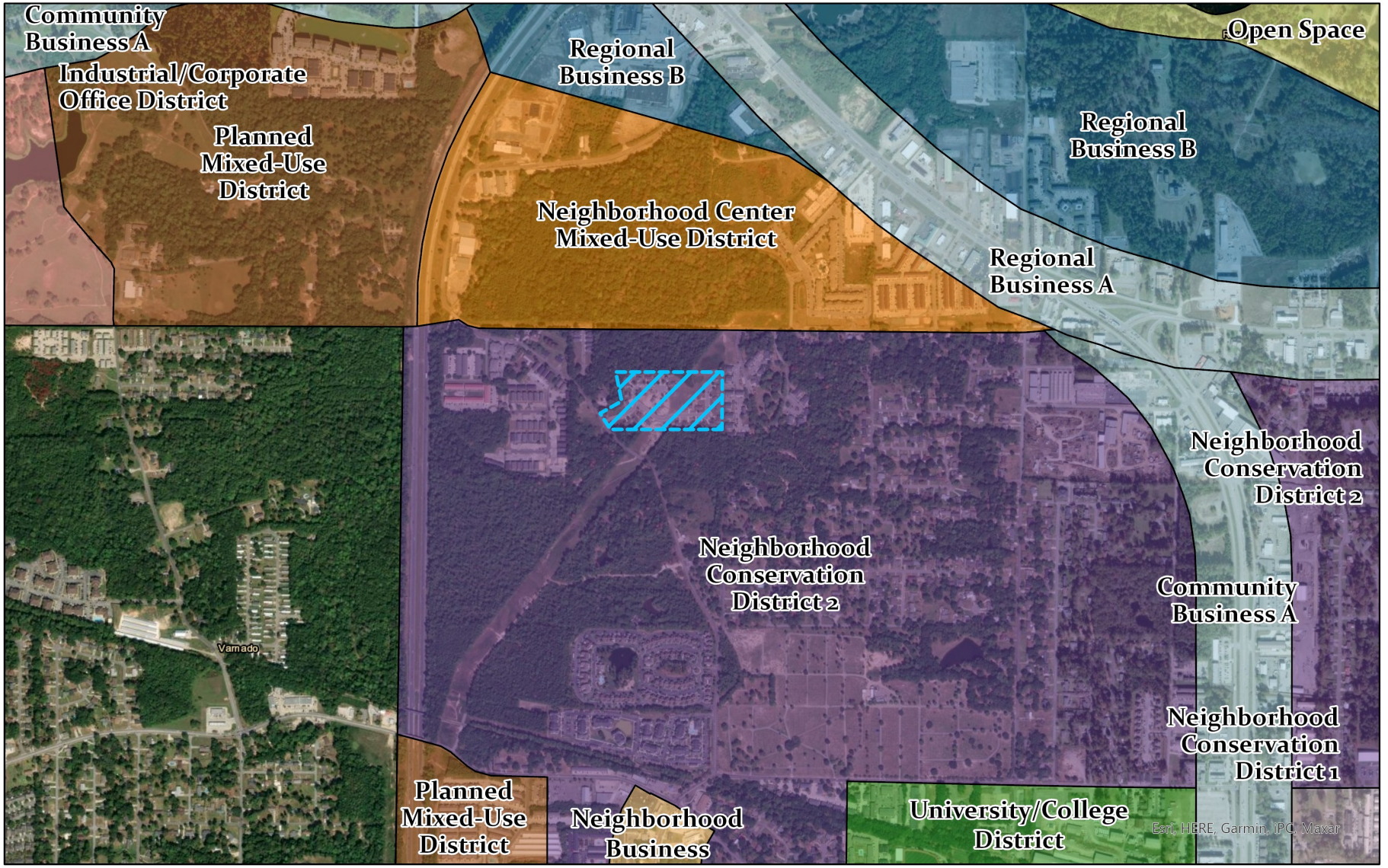
N

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°20'44"W 31°20'42"N

DISCLAIMER: This map is ONLY FOR REFERENCE. There is NO WARRANTY of the accuracy of data.
This information CANNOT be used as a substitute for legal, business, tax or other professional advice.
Map Exported on: 1/13/2025 2:00 PM

HPC Item: A



Future Land Use Map

- Subject Property
- Community Business A
- Industrial/Corporate Office District
- Neighborhood Business
- Neighborhood Center Mixed-Use District
- Neighborhood Conservation District 1
- Neighborhood Conservation District 2
- Open Space
- Planned Mixed-Use District
- Regional Business A
- Regional Business B
- University/College District

Request for Major Subdivision
Beverly Hills Homes
8 Aruba Drive
PPIN: 26210
Flood Zone: X
Ward 1, Forrest County

0 1,000 2,000 Feet

N

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°20'40"W 31°20'39"N

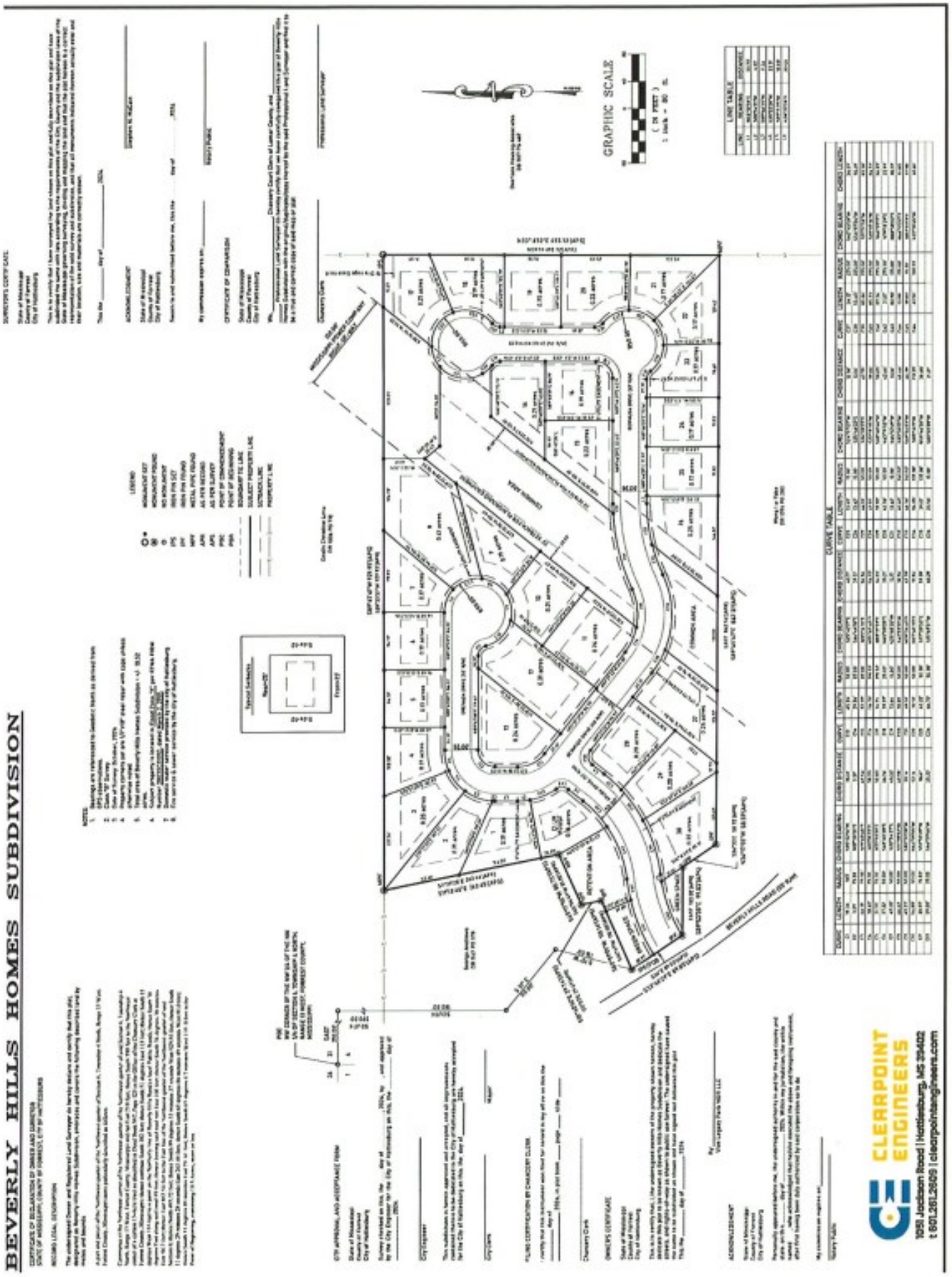
DISCLAIMER: This map is ONLY FOR REFERENCE. There is NO WARRANTY of the accuracy of data.
This information CANNOT be used as a substitute for legal, business, tax or other professional advice.
Map Exported on: 1/13/2025 2:33 PM

Site Aerial

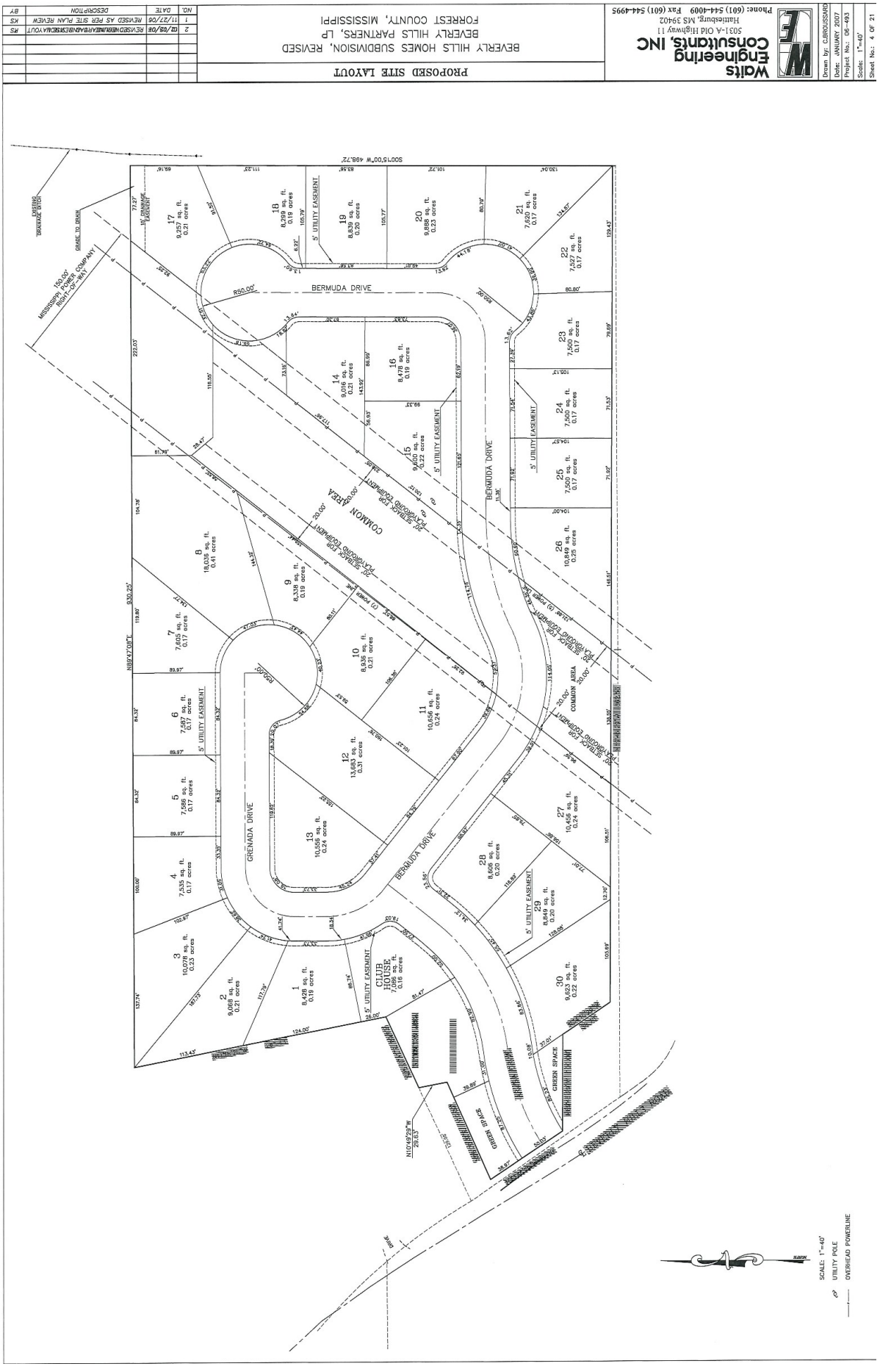
Property

Surrounding Area

Proposed Major Subdivision Plat



Original Proposed Subdivision Plat (2006 Submission)



URBAN DEVELOPMENT
PLANNING DIVISION

Public Hearing Application

P.O. BOX 1898 (200 Forrest Street/39401)
Hattiesburg, MS 39403-1898
Department of Urban Development
(601) 545-4599 or FAX (601) 545-1962

APPLICANT:

Applicant Name: Legacy Park Residential, LLC
Project Name: Beverly Hills Homes
Proposed Use(s): Subdivision
Project Street Address: Beverly Hills Rd, Hattiesburg, MS 39402
PPIN Number(s) (if unknown, can be found on tax receipt): 26210

Application for (check all appropriate types):

- ☐ Variance (see below)
- ☒ Subdividing of Lot, Parcel, or Tract (see p. 12)
- ☐ Street or Alley Renaming (see pp. 13-14)
- ☐ Vacating Street or Alley (see pp. 13-14)
- ☐ Conditional Use (see below)
- ☐ Re-Zoning (see below)
- ☐ Overlay District
- ☐ Planned Mixed-Use District

For Variance Only (check all appropriate variance types), see pp. 7 & 8:

- ☐ Sign
- ☐ Setback (front, side, or rear _____)
- ☐ Off-Site Parking
- ☐ Lot Width
- ☐ Lot Coverage Area
- ☐ Buffer
- ☐ Open Space
- ☐ Other: _____

For Conditional Use Permit Only (check applicable type), see pp. 9 & 10:

- ☐ Automotive Filling Station
- ☐ Digital Billboard, New
- ☐ Restaurant
- ☐ Telecommunications
- ☐ Digital Billboard, Replacement
- ☐ Solar Farm
- ☐ Other: _____

For Re-Zoning Only, see p. 11:

Existing Zoning: _____
Proposed Zoning: _____

PLEASE BE SURE TO FILL OUT PP. 1-5 AND SEE FEES ON P. 6

STAFF USE ONLY – Do Not Complete:

Pre-Application Date: _____ Planner: _____
Parcel Number(s): _____ Historic District(s): _____
Flood Zone(s): _____ Zoning Districts(s): _____
Project No.: _____

Code Sections:

LDC Section No. _____
Section No. _____
Section No. _____
Section No. _____
Section No. _____

RECIVED DATE & INITIALS:

OWNER AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **OWNER(s)** of the subject property located at

BEVERLY HILLS RD HATTIESBURG MS

Street Address **City** **State**

on this the 19th day of DECEMBER, 2024.

In the matter of this request, the property owner further authorizes the following named person(s) to represent them at the public hearing on this petition.

DENNIS POULSEN

on this the 19th day of DECEMBER, 2024.

TIMOTHY VEST

Property Owner (print)

Property Owner (signature)

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

Personally came and appeared before me, the within named

TIMOTHY VEST,

who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 19 day of December, 2024.

NOTARY PUBLIC

OFFICIAL SEAL
NOTARY PUBLIC, NORTH CAROLINA
JOSEPH GUERRERO
IREDELL COUNTY

My Commission Expires:

10/01/2026

APPLICANT AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE **APPLICANT** OF THIS PETITION, ONLY IF DIFFERENT FROM THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **APPLICANT(s)** of the subject property located at BEVERLY HILLS RD HATTIESBURG MS,
Street Address **City** **State**

on this the 19th day of DECEMBER, 2024.

TIMOTHY VEST
Applicant (print)

Applicant (signature)

STATE OF North Carolina

COUNTY OF Mecklenburg

Personally came and appeared before me, the within named TIMOTHY VEST;

who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 19 day of December, 2024.

NOTARY PUBLIC

OFFICIAL SEAL
NOTARY PUBLIC, NORTH CAROLINA
JOSEPH GUERRERO
IREDELL COUNTY

My Commission Expires:
10/01/2026

PLANNING COMMISSION & BOARD OF ADJUSTMENT – PETITIONER

REQUIRED SUBMITTAL INFORMATION

Deadline for applicant to file petition: 5:00pm (End of business day)
Hattiesburg Planning Commission Meeting Date: Time: 1:00pm
Hattiesburg Board of Adjustment Meeting Date: Time: 3:30pm

There is a 10-day appeal period, required by State Law, between the Planning Commission Meeting and/or Board of Adjustment Meeting and the City Council Meeting – appeals must be filed within this 10-day period.

City Council Agenda Review Date – (you or your representative should attend): Time: 4:00pm
City Council Meeting (Vote) Date – (you or your representative may attend): Time: 5:00pm
There is an additional 10-day appeal period, required by State Law, after City Council Meeting, for all Variances and Conditional Use Permit which ends _____ and a 30-day wait period for Zoning or Street closing/re-naming, PMUs, PRDs, PUDs which ends _____. So, if approved by the City, no final site plan review approvals or building permits could be issued prior to these dates.
Dates and times are subject to change
If an appeal is filed or the petition is tabled for any reason at any stage, the above listed dates would need to be revised.

The following paperwork MUST be attached to this application:

___ Site Diagram (11" x 17" preferred size): Drawing to scale prepared by professional engineer/surveyor showing lot dimensions, existing/proposed building, signs, parking areas, etc. (Different standard may be accepted only per approval from staff)

___ Site & Design Review Committee, if needed.

___ Copy of entire Warranty Deed (filed and recorded at courthouse) with legal description granting title to current owner. (If the Warranty Deed covers a larger piece of property than the current project, a legal description for this project site only may also be required)

___ Electronic/Digital copy of legal description REQUIRED for all public notices, saved as Word or text document OR emailed to planning@hattiesburgms.com

___ An affidavit (pages 3 & 4) attesting that the applicant or representing party (if other than the owner) is acting on behalf of the owner(s) of record. The affidavit must be sworn to before a notary public or other appropriate official. (Included in owners signature page, or may be a separate document)

___ Variance application only: A letter of approval/denial from all adjoining property owners must be obtained and submitted with application.

___ Other documents needed (per Planning Division):
___ Maps of digital billboard removal sites ___ Maps of digital billboard replacement sites
___ Documentation on measurements ___ Other:_____

___ Payment to the City of Hattiesburg for filing application in the amount of $_____.

You may be responsible for posting a sign (prepared by Planning Division staff) a minimum of fifteen (15) days prior to the hearing date.
You will be responsible for maintaining the sign for the duration of the public hearing process.

Required Fees

All fees adopted by Ordinance No. 2977, adopted January 22, 2008, as amended. This is an excerpt from that ordinance:

Public Hearing Fees:

Variance (includes Concept Site Plan Review) ---------- $175.00 per application and one Variance request; plus $50.00 for each additional variance request within same application

Street/Alley Naming or Re-Naming---------- $300.00 per application, plus $100.00 per required street name sign if approved*
(*Fees for replacement street signs shall be paid after City Council approval, but prior to effective date.)

Street/Alley Closing ---------- $300.00 per application

(Conditional) Use Permit ---------- $200.00 per application

Zoning Change ---------- $400.00 per application*
(*see PUD or PRD & zoning package rate)

Planned Unit Development (PUD) or Planned Residential Development (PRD), & (Planned Mixed-Use District PMU) ---------- $400.00 per application
(*see PUD or PRD zoning package rate) or (**see PUD or PRD & Subdivision of Land package rate)

Planned Unit Development (PUD) or Planned Residential Development (PRD) with zoning change package ---------- $600.00 per package application

Subdivision of Land (Preliminary Plats) ---------- $225.00 per application, plus $10.00 for each created lot (** see PUD or PRD & Subdivision of Land package rate)
Note: Final Plats should be submitted to the governing body for approval within 12 months of approval of preliminary plats.

Planned Unit Development (PUD) or Planned Residential Development with Subdivision of Land Package** ---------- $500.00 per application, plus $10.00 for each created lot (**see PUD or PRD & Subdivision of Land package rate)

Change in Land Development Code Text ---------- $200.00 per application

Appeal Fees for Proponent or Opponent appeals to City Council --------- $50.00 per appeal
Exempt from fees – Established Neighborhood Associations

Cancellation/Re-notification fee on any public hearing process (Planning Commission or City Council) that is tabled or cancelled at the owner/developer's Request ---------- $50.00 (per each 100 mailing labels)

OTHER PROCESSES MAY HAVE ADDITIONAL FEES

Make all checks payable to the City of Hattiesburg

Subdividing of Lot, Parcel or Tract Information

1. Property data:

Parent Parcel / Existing lot/parcel/tract contains 10.5 Square-Footage/Acres

Lot Area Requirement: 7500 sq ft

Lot Frontage Requirement: 50 ft at setback

Existing use of lot/parcel/tract Undeveloped

To be subdivided into 30 lots/parcels (including parent parcel) – outlined below.

Use extra copies of this form if needed for additional lots.

Newly subdivided Parcels	New lot size in square footage (sf) or acres (A)	New lot has public road frontage (yes / no)	New lot has private road frontage (yes / no)	Indicate name of public or private road(s)	Staff - Lot area & frontage requirements comply?	
					Yes	No
1.		SEE ATTACHED PLAT				
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Be sure to include information on the remainder of "existing" lot after splits made – identified as "Parent Parcel"						
Parent Parcel						
		Total square footage of new lots (verify total matches existing parcel prior to splits)				

2. Infrastructure required:

Water/Sewer _____ Gas _____ Electric ____ Telephone _____ Cable____ Streets _____

BEVERLY HILLS HOMES SUBDIVISION

CERTIFICATE OF DECLARATION OF OWNER AND SURVEYOR
STATE OF MISSISSIPPI, COUNTY OF FORREST, CITY OF HATTIESBURG

RECORD LEGAL DESCRIPTION

The undersigned Owner and Registered Land Surveyor do hereby declare and certify that this plat, designated as Beverly Hills Homes Subdivision, embraces and covers the following described land by metes and bounds

A part and parcel of the Northwest quarter of the Northwest quarter of Section 6, Township 4 North, Range 13 West, Forrest County, Mississippi more particularly described as follows

Commence at the Northwest corner of the Northwest quarter of the Northwest quarter of said Section 6, Township 4 North, Range 13 West, Forrest County, Mississippi and run East 210 feet; thence South 190 feet to the Northwest corner of a certain 13-Acre tract as described in Deed Book 967, Page 125 in the Office of the Chancery Clerk at Forrest County, Mississippi; thence continue South 182 feet; thence South 51 degrees East 115 feet; thence South 15 degrees West 134 feet to a point on the Northerly line of Beverly Hills Road (a local Public Road); thence South 74 degrees East along said road 49 feet; thence leaving said road run East 100 feet; thence South 74 degrees 30 minutes East 50.7 feet; thence East 862.54 feet to the East line of the Northwest quarter of said Section 6; thence North 495.72 feet; thence South 89 degrees 33 minutes 37 seconds West 929.93 feet; thence South 11 degrees 29 minutes 28 seconds East 263.44 feet; thence South 65 degrees 06 minutes 49 seconds West 81.0 feet; thence South 11 degrees 03 minutes East 29. 61 feet; thence South 65 degrees 42 minutes West 110. 0 feet to the Point of Beginning, containing 10.5 Acres, more or less

NOTES:
1. Bearings are referenced to Geodetic North as derived from GPS observations.
2. Class "B" Survey.
3. Date of Survey: October, 2024
4. Property corners set are 1/2"x18" steel rebar with caps unless otherwise noted
5. Total area of Beverly Hills Homes Subdivision = +/- 10.52 acres.
6. Subject property is located in Flood Zone "X" per FEMA FIRM Number 28035C0100D, dated March 2, 2010.
7. Domestic water service provided by the city of Hattiesburg.
8. Fire service & sewer service by the city of Hattiesburg.

LEGEND

○●	MONUMENT SET
◉	MONUMENT FOUND
○	NO MONUMENT
IPS	IRON PIN SET
IPF	IRON PIN FOUND
MPF	METAL PIPE FOUND
APR	AS PER RECORD
APS	AS PER SURVEY
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
	BOUNDARY TIE LINE
	SUBJECT PROPERTY LINE
	SETBACK LINE
	PROPERTY LINE

SURVEYOR'S CERTIFICATE

State of Mississippi
County of Forrest
City of Hattiesburg

This is to certify that I have surveyed the land shown on this plat and fully described on this plat and have subdivided the same with lots according to the requirements of the City, County and the subdivision laws of the State of Mississippi governing surveying, dividing and mapping the land and that the plat hereon is a correct representation of the said survey and subdivision, and that all monuments indicated thereon actually exist and their location, size and materials are correctly shown.

This the _____ day of _____, 2024.

Stephen M. McCain

ACKNOWLEDGMENT

State of Mississippi
County of Forrest
City of Hattiesburg

Sworn to and subscribed before me, this the _____ day of _____, 2024.

My commission expires on: _____

Notary Public

CERTIFICATE OF COMPARISON

State of Mississippi
County of Forrest
City of Hattiesburg

We, _____, Chancery Court Clerk of Lamar County, and _____, Professional Land Surveyor do hereby certify that we have carefully compared this plat of Beverly Hills Homes Subdivision with the original/duplicate/copy thereof by the said Professional Land Surveyor and find it to be a true and correct copy of said map or plat

Chancery Clerk

Professional Land Surveyor

CITY APPROVAL AND ACCEPTANCE FORM

State of Mississippi
County of Forrest
City of Hattiesburg

Survey checked on this, the ___ day of _____, 2024, by , and approved by the City Engineer for the City of Hattiesburg on this, the _____ day of _____, 2024.

City Engineer

This subdivision is herein approved and accepted, and all improvements contained therein to be dedicated to the City of Hattiesburg are hereby accepted for the City of Hattiesburg on this the day of _____ 2024.

City Clerk

Mayor

FILING CERTIFICATION BY CHANCERY CLERK

I certify that this instrument was filed for record in my office on this the _____ day of _____ 2024, in plat book ____ page ____ slide ____

Chancery Clerk

OWNER'S CERTIFICATE

State of Mississippi
County of Forrest
City of Hattiesburg

This is to certify that, I, the undersigned owners of the property shown hereon, hereby dedicate this plat to be known as Beverly Hills Homes Subdivision and dedicate the streets, and rights-of-way as shown to public use forever. The undersigned have caused the same to be subdivided as shown and have signed and delivered this plat
This the _____ day of _____, 2024

By: _____
Vive Legacy Park MGR LLC

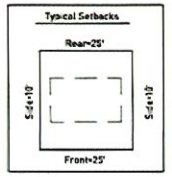
ACKNOWLEDGMENT

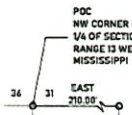
State of Mississippi
County of Forrest
City of Hattiesburg

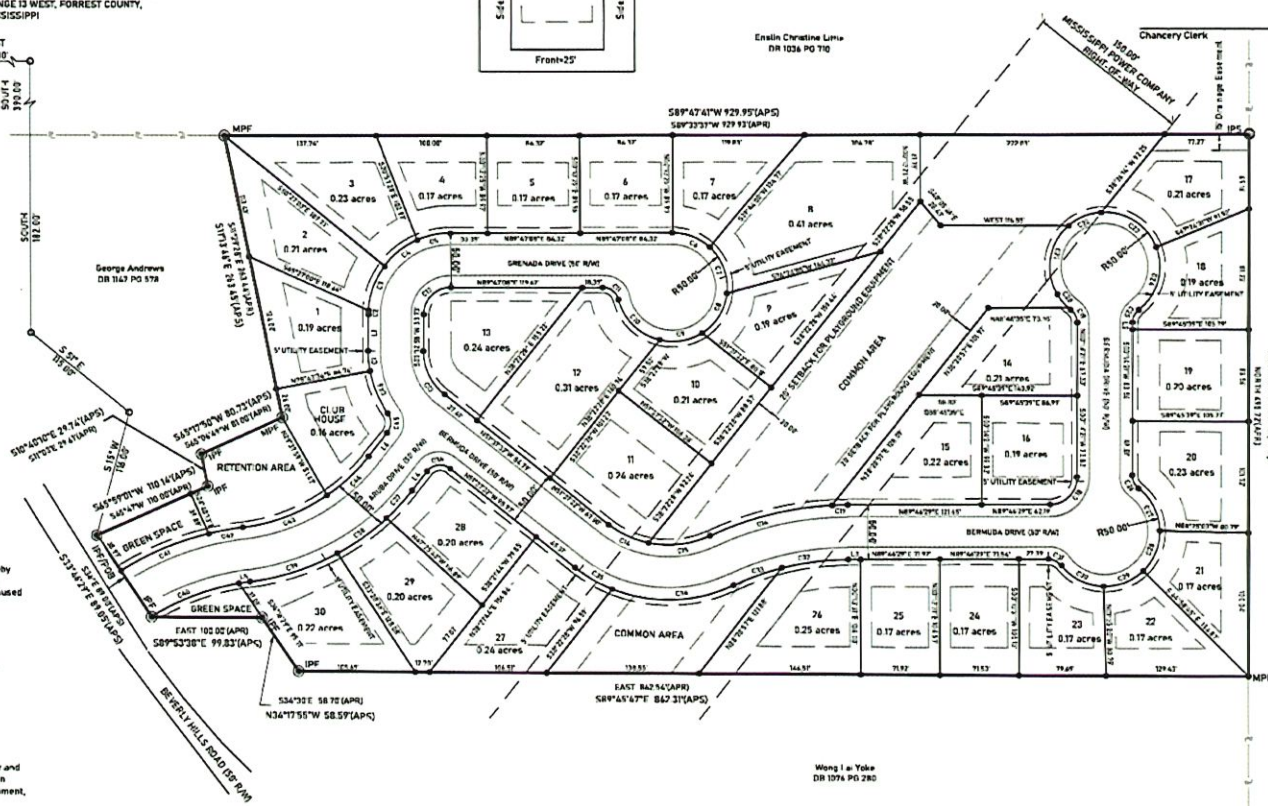
Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2024. Within my jurisdiction, the within named , who acknowledged that he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do

My commission expires on: _____

Notary Public






MPF
S89°47'41"W 929.95'(APS)
S89°33'37"W 929.93'(APR)
IPS
MISSISSIPPI POWER COMPANY RIGHT-OF-WAY
155.00'
Enslin Christine Limo
DR 1036 PG 710
George Andrews
DR 1147 PG 578
SOUTH 182.00
S 51°E 115.00'
S16°40'00"E 219.74'(APS)
S17°32'E 219.41'(APR)
S 15°W 116.00'
S43°37'30"W 80.72'(APS)
S43°39'41"W 81.00'(APR)
S49°59'01"W 110.14'(APS)
S49°54'W 110.00'(APR)
IPF
IPF
IPF
S17°43'27"E 89.93'(APS)
S17°44'E 89.91'(APR)
IPF
EAST 102.00'(APR)
S89°53'36"E 99.83'(APS)
S34°30'E 58.70'(APR)
N34°17'55"W 58.59'(APS)
EAST 862.54'(APR)
S89°46'47"E 862.31'(APS)
MPF
BEVERLY HILLS ROAD (50' R/W)
GRENADA DRIVE (50' R/W)
BERMUDA DRIVE (50' R/W)
N00°45'32"E 513.76'(M)
N00°45'32"E 513.76'(APS)
Overlook Housing Associates
DB 1187 PG 467
Wong I ar Yoke
DR 1076 PG 280
R=50.00'
R=50.00'
R=50.00'
R=50.00'
1 0.19 acres
2 0.21 acres
3 0.23 acres
4 0.17 acres
5 0.17 acres
6 0.17 acres
7 0.17 acres
8 0.41 acres
9 0.19 acres
10 0.21 acres
11 0.26 acres
12 0.31 acres
13 0.24 acres
14 0.21 acres
15 0.22 acres
16 0.19 acres
17 0.21 acres
18 0.19 acres
19 0.20 acres
20 0.23 acres
21 0.17 acres
22 0.17 acres
23 0.17 acres
24 0.17 acres
25 0.17 acres
26 0.25 acres
27 0.24 acres
28 0.20 acres
29 0.20 acres
30 0.22 acres
CLUB HOUSE 0.16 acres
RETENTION AREA
GREEN SPACE
GREEN SPACE
COMMON AREA
COMMON AREA
UTILITY EASEMENT
UTILITY EASEMENT
UTILITY EASEMENT

DEED
BK:1413 PAGE:696-702
RCD:2/1/2023 @ 11:02:25 AM
Forrest County, MS
Lance C. Reid Chancery Clerk

Prepared By:

Joseph Klein
Klein Law Firm
9201 Wilshire Boulevard, Suite 104
Beverly Hills, California 90210
Telephone: (310) 907-5200

Return To:

Legacy Park Residential, LLC
12132 Captains Landing
North Palm Beach, Florida 33408
Attn: Joseph F. Biggins
Telephone: (501) 291-0112

Indexing Instructions: A part and parcel of the Northwest 1/4 of the Northwest 1/4 Section 6, Township 4 North, Range 13 West, Forrest County, Mississippi

STATE OF MISSISSIPPI

COUNTY OF FORREST

SPECIAL WARRANTY DEED

THAT FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged,

Beverly Hills Partners LP, a Mississippi limited partnership
Attn: Legal Department
777 S. Figueroa Street, 16th Floor
Los Angeles, California 90017-5800

(213) 533-3700

does hereby grant, bargain, sell, convey and warrant specially, unto

Legacy Park Residential, LLC, a Florida limited liability company
Attn. Joseph F. Biggins
12132 Captains Landing
North Palm Beach, Florida 33408
(501) 291-0112

the following described property, together with the improvements, hereditaments and appurtenances thereunto situated and located in the County of Forrest, State of Mississippi, and more particularly described as follows, to-wit:

See **Exhibit A**

The Property is conveyed subject to those matters described on **Exhibit B** attached hereto (the "Permitted Exceptions"), all of which are excepted from the special warranty of title contained herein but none of which are intended to be imposed or reimposed upon the property by virtue hereof.

Estimated county ad valorem taxes have been prorated between the parties as a part of the consideration for this conveyance. In the event the estimates upon which such proration is based prove to be inaccurate for any reason, the Grantee agrees to refund any excess, and the Grantor agrees to pay any deficiency, upon receipt of a copy of the tax statement for the current year and a computation of the true amount due, based on a 365 day year.

Except for the special warranty of title set forth herein, the property is being conveyed in an "AS IS, WHERE IS, AND WITH ALL FAULTS" condition as more specifically provided in the Purchase and Sale Agreement between Seller/Grantor and Buyer/Grantee.

TO HAVE AND TO HOLD the property, together with all rights and appurtenances pertaining thereto, unto Grantee and Grantee's successors, heirs, and assigns forever, and Grantor

does hereby bind itself and its successors and assigns to warrant and forever defend the said property unto Grantee and Grantee's successors, heirs, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise, subject, however, to the Permitted Exceptions.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
ALL SIGNATURES ARE ON THE FOLLOWING PAGE.

WITNESS THE SIGNATURE of the Grantor on this the 30th day of January, 2023.

Beverly Hills Partners LP, a Mississippi limited partnership

By: MBS GP 159, L.L.C., a Delaware limited liability company, its general partner

By: Aztec OP GP Owner LLC, a Delaware limited liability company, its Sole Member

By: _____
Name: Benjamin Finley
Title: Authorized Signatory

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On January 26, 2023, before me, Rebecca Monzon, Notary Public
personally appeared Benjamin Finley,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

REBECCA MONZON
Notary Public - California
Los Angeles County
Commission # 2328535
My Comm. Expires May 17, 2024

EXHIBIT "A" TO SPECIAL WARRANTY DEED
LEGAL DESCRIPTION OF PROPERTY

The Land referred to herein below is situated in the County of Forrest, State of Mississippi, and is described as follows:

A part and parcel of the Northwest quarter of the Northwest quarter of Section 6, Township 4 North, Range 13 West, Forrest County, Mississippi more particularly described as follows:

Commence at the Northwest corner of the Northwest quarter of the Northwest quarter of said Section 6, Township 4 North, Range 13 West, Forrest County, Mississippi and run East 210 feet; thence South 390 feet to the Northwest corner of a certain 13-Acre tract as described in Deed Book 967, Page 125 in the Office of the Chancery Clerk at Forrest County, Mississippi; thence continue South 182 feet; thence South 51 degrees East 115 feet; thence South 15 degrees West 116 feet to a point on the Northerly line of Beverly Hills Road (a local Public Road); thence South 34 degrees East along said road 89 feet; thence leaving said road run East 100 feet; thence South 34 degrees 30 minutes East 58.7 feet; thence East 862.54 feet to the East line of the Northwest quarter of the Northwest quarter of said Section 6; thence North 495.72 feet; thence South 89 degrees 33 minutes 37 seconds West 929.93 feet; thence South 11 degrees 29 minutes 28 seconds West 263.44 feet; thence South 65 degrees 06 minutes 49 seconds West 81.0 feet; thence South 11 degrees 03 minutes East 29.61 feet; thence South 65 degrees 47 minutes West 110.0 feet to the Point of Beginning, containing 10.5 Acres, more or less.

Above and foregoing description per survey prepared by T. E. McDonald, Inc., Thomas E. McDonald, RLS# 1661, State of Mississippi, dated November 15, 2006.

Book 1413 Page 702
Instrument# 847424
DEED 2/1/2023 11:02:25 AM

EXHIBIT "B" TO SPECIAL WARRANTY DEED
PERMITTED EXCEPTIONS

1. Declaration of Land Use Restrictive Covenants for Housing Tax Credits in Accordance with Section 42 of the internal Revenue Code by and between Beverly Hills Partners L.P. and the Mississippi Home Corporation, recorded October 13, 2008 in Book 1048, Page 729, aforesaid records, as affected by First Amendment to Declaration of Land Use Restrictive Covenants for Housing Tax Credits in Accordance with Section 42 of the internal Revenue Code, recorded January 22, 2019 in Book 1303, Page 341, aforesaid records,

FORREST COUNTY, MS LANCE C. REID
I CERTIFY THIS INSTRUMENT WAS FILED ON 2/1/2023 11:02:25 AM AND RECORDED IN DEED BOOK 1413 PAGE 696

CERTIFICATE OF DECLARATION OF OWNER AND SURVEYOR

STATE OF MISSISSIPPI, COUNTY OF FORREST, CITY OF HATTIESBURG

RECORD LEGAL DESCRIPTION

The undersigned Owner and Registered Land Surveyor do hereby declare and certify that this plat, designated as Beverly Hills Homes Subdivision, embraces and covers the following described land by metes and bounds.

A part and parcel of the Northwest quarter of the Northwest quarter of Section 6, Township 4 North, Range 13 West, Forrest County, Mississippi more particularly described as follows:

Commence at the Northwest corner of the Northwest quarter of the Northwest quarter of said Section 6, Township 4 North, Range 13 West, Forrest County, Mississippi and run East 210 feet; thence South 390 feet to the Northwest corner of a certain 13-Acre tract as described in Deed Book 967, Page 125 in the Office of the Chancery Clerk at Forrest County, Mississippi; thence continue South 182 feet; thence South 51 degrees East 115 feet; thence South 15 degrees West 116 feet to a point on the Northerly line of Beverly Hills Road (a local Public Road); thence South 34 degrees East along said road 89 feet; thence leaving said road run East 100 feet; thence South 34 degrees 30 minutes East 58.7 feet; thence East 862.54 feet to the East line of the Northwest quarter of the Northwest quarter of said Section 6; thence North 495.72 feet; thence South 89 degrees 33 minutes 37 seconds West 929.93 feet; thence South 11 degrees 29 minutes 28 seconds East 263.44 feet; thence South 65 degrees 06 minutes 49 seconds West 81.0 feet; thence South 11 degrees 03 minutes East 29. 61 feet; thence South 65 degrees 4 7 minutes West 110. 0 feet to the Point of Beginning, containing 10.5 Acres, more or less.

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Wiley Quinn, Urban Development Director**

cc: **Ann Jones, Chief Administrative Officer**

Date: **Tuesday, March 4, 2025**

Re: **Accept the Planning Commission's recommendation to approve a preliminary plat for a major subdivision made by Garland Ross Hover and Lonnie Parden, Property Owners/Applicants, Clearpoint Engineers, Property Owner/Applicant, for B-5 zoned properties located on Jackson Road (PPIN 27624, Ward 3, Lamar County).**
File Number: 2025-159
Minute Book #

Summary

Recommendation Statement
The Planning Commission recommended approval

Please place this on the March 4, 2025 City Council meeting for consideration.

February 2025 HPC Item: C
Garland Ross Hover and Lonnie Parden, Property Owners/Applicants, Clearpoint Engineers, Property Owner/Applicant, Forrest Dungan, Applicant, and John Anglin, Applicant
Request for: **Major Subdivision**

URBAN DEVELOPMENT
PLANNING DIVISION

Planning Commission
Case Fact Sheet

Names of Petitioner: Garland Ross Hover and Lonnie Parden, Property Owners/Applicants, Clearpoint Engineers, Property Owner/Applicant, Forrest Dungan, Applicant, and John Anglin, Applicant.

Address of Property:	**Tax Parcels**	**PPIN:**	**Ward:**
Jackson Road	052P-09-001.000	27624	3

Request: Major Subdivision

Purpose of Request: Garland Ross Hover and Lonnie Parden, Property Owners/Applicants, Clearpoint Engineers, Property Owner/Applicant, Forrest Dungan, Applicant, and John Anglin, Applicant, request approval for a preliminary plat for a major subdivision for B-5 zoned properties located on Jackson Road (PPIN 27624, Ward 3, Lamar County).

History / Background: The applicant met with staff in pre-application meetings in October and December to discuss dividing land off Jackson Road. The applicants presented a proposal for the subdivision, which accounted for future potential commercial development. Staff reviewed the requirements that the LDC has for major subdivisions and informed the applicants that the reserved property for a potential future road would be required to have its entrance line up with the existing drive across the street at Shadow Ridge. The applicants reviewed the staff's suggestions and submitted the proposed major subdivision plat for review by the Planning Commission.

The current proposed subdivision does not include the dedication of any new streets or water infrastructure. The subdivision is being triggered as a major subdivision because of the number of lots being created, including a recently approved minor subdivision. A series of related minor subdivisions on

contiguous land cumulatively totaling four or more lots shall be construed to create a major subdivision. The developer intends to bond out the cost for the sidewalk improvements so they can coordinate future plans for development on the Jackson Road frontage for sidewalks, or provide the city with the means in order to construct the sidewalk themselves in order to complete the filing of the plat.

Applicant Summary: * See Attached *

Applicable Regulations:

SECTION 4 **Zoning Districts Established**

4.5.10 B-5 Regional Business District: The purpose of the B-5 District is to provide for retail, personal and business services, offices, and financial services in locations with convenient access to the region's population consistent with comprehensive planning policies. This district is consistent with the Regional Business District in the Comprehensive Plan.

SECTION 4 **Dimensional Standards and Measurements**

Table 6.1 Dimensional Standards

District	Minimum Lot Size in SF/ Width at Setback	Max. Dwelling Units	Max. Floor Area Ratio	Setbacks in feet				Max. Height*	Max. Impervious Surface Lot Coverage	Buffer in Feet
				Min. Front	Max. Front	Min. Side	Min. Rear			
B-1	0/100	-	.75	20	25	0 or 15	0	35 feet or 3 stories	80%	20
B-2	4,000/ 100	-	0.75	0	10	0 or 10	0	35 feet or 3 stories	80%	20
B-3	No minimum/ 100	-	1.00	30	-	0 or 10	0	40 feet or 3 stories	80%	30
B-4	No minimum/ none	-	No limit	0	10	0	0	135 feet or 10 stories	100%	40
B-5	No minimum/ 100	-	1.50	30	150	0 or 10	0	72 feet or 6 stories	90%	50

SECTION 11 **Administration and Enforcement**

11.10.1.8 Subdivision Violations. The owner of a subdivision shall not transfer title to any lot in such subdivision until such time as the final plat has been approved by the appropriate authority as outlined in this Code and duly recorded in the office of the Chancery Clerk of Forrest County or Lamar County, Mississippi. Transfers prior to such approval and recording shall be deemed a violation of this Code and shall be subject to any and all remedies available to the City.

11.10.1.9 Recording Violations.
The Chancery Clerks of Forrest County and Lamar County, Mississippi shall not receive, file or record a plat of a subdivision within the jurisdiction of this Land Development Code without prior approval of the appropriate authority as outlined in this Code. Plats recorded prior to such approval shall be deemed unlawful and invalid

SECTION 12 **Process and Procedures**

Categories of Development Approvals
12.3.2 Preliminary Plat Approval for Major Subdivisions
12.3.2.1 Approval Criteria.
i. Conformance with the Hattiesburg Comprehensive Plan.
ii. Conformance with the standards of the zoning district.
iii. Conformance with other standards and requirements of this Code and other City policies and regulations.
iv. Determination that adequate public facilities and services will be available concurrent with the impacts of the subdivision.
v. Determination that the project will have little or no adverse or negative impacts upon the natural environment.

12.3.2.4 Final Plat.
i. No Significant Change. Final plats of major subdivisions that are substantially the same as the approved preliminary plat, as determined by the Site and Design Review Committee, shall be approved administratively.
ii. Significant Change. Final plats that exhibit any significant deviation from the approved preliminary plat, as determined by the Site Plan Review Committee, shall require approval by

the Planning Commission.

12.3.2.5 Recording.
In order to be an official and legal plat, the final approved plat must be recorded along with all applicable covenants, deed restrictions and property owners' association documents with the Chancery Clerk of Forrest or Lamar County, as appropriate. The City Engineer shall ensure that the City records this information in a timely fashion.

Section 13 **DEFINITIONS**

Subdivision: The division of a lot, tract, or parcel of land into two or more lots, plats, sites, or other divisions of land for the purpose, whether immediate or future, of sale, lease or building development by means of an appropriately recorded legal document.

Subdivision, Major: Any subdivision of land (lot split) that does not conform to the definition of a minor subdivision

Subdivision, Minor: Any subdivision (lot split) containing not more than three lots fronting on an existing street that does not result in the creation of any new street, the extension of municipal utilities, or the need for additional public improvements. A series of related minor subdivisions on contiguous land cumulatively totaling four or more lots shall be construed to create a major subdivision.

Present Zoning: The property is currently zoned B-5 Regional Business

Present Use: Vacant/unimproved

Future Land Use: Regional Business and Neighborhood Conservation District 2.

Surrounding Zoning and Land Use:

North: Outside City Limits
South: B-5 Regional Business
East: R-1A Single-Family Residential & R-2 Two-Family Residential
West: B-5 Regional Business

February 2025 HPC Item: C
Garland Ross Hover and Lonnie Parden, Property Owners/Applicants, Clearpoint Engineers, Property Owner/Applicant, Forrest Dungan, Applicant, and John Anglin, Applicant
Request for: **Major Subdivision**

Letters or Concerns stated: As of finalizing this report, the Planning Division Office had received no calls or letters of concern.

Option: Recommend **Approval** or **Denial** of a preliminary plat for a major subdivision for B-5 zoned properties located on Jackson Road (PPIN 27624, Ward 3, Lamar County).

Basis for approval: Planning Commission must deem that all of the following approval criteria must be met before granting approval for the Preliminary Plat for a Major Subdivision:

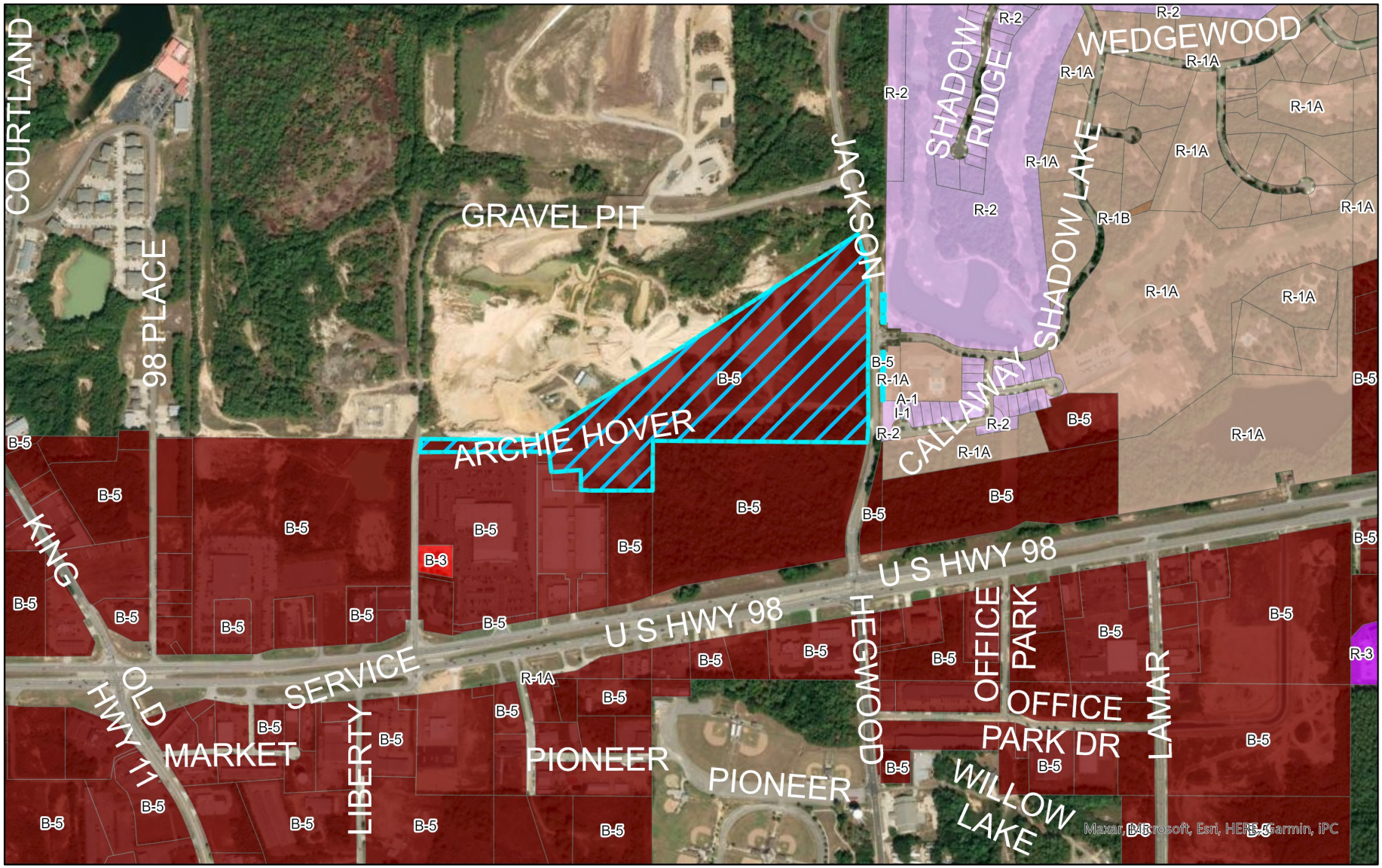
12.3.2 Preliminary Plat Approval for Major Subdivisions
12.3.2.1 Approval Criteria.
i. Conformance with the Hattiesburg Comprehensive Plan.
ii. Conformance with the standards of the zoning district.
iii. Conformance with other standards and requirements of this Code and other City policies and regulations.
iv. Determination that adequate public facilities and services will be available concurrent with the impacts of the subdivision.
v. Determination that the project will have little or no adverse or negative impacts upon the natural environment.

SUBJECT PARCEL

Jackson Road— Major Subdivision Request

Garland Ross Hover and Lonnie Parden, Property Owners/Applicants, Clearpoint Engineers, Property Owner/Applicant, Forrest Dungan, Applicant, and John Anglin, Applicant, request approval for a preliminary plat for a major subdivision for B-5 zoned properties located on Jackson Road (PPIN 27624, Ward 3, Lamar County).

HPC Item: C



Zoning Map

- Subject Property
- A-1
- R-1A
- R-1B
- R-1C
- R-2
- R-3
- B-3
- B-5
- I-1

Request for a Major Subdivision
Jackson Road
PPIN: 27624
Flood Zone: X
Ward 3, Lamar County

0 0.25 Miles

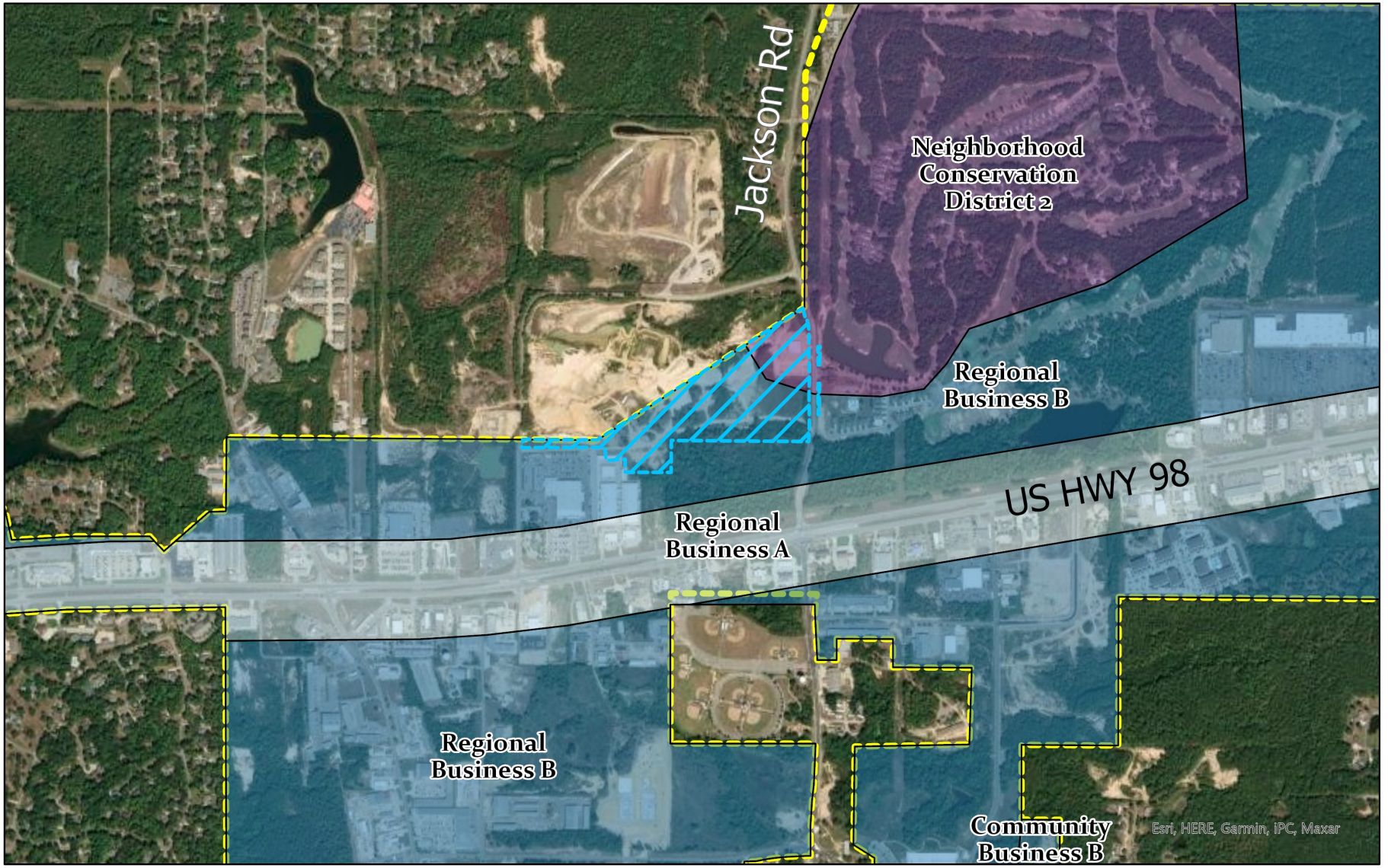
N

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°24'9"W 31°19'17"N

DISCLAIMER: This map is ONLY FOR REFERENCE. There is NO WARRANTY of the accuracy of data.
This information CANNOT be used as a substitute for legal, business, tax or other professional advice.
Map Exported on: 1/13/2025 2:46 PM

HPC Item: C



Future Land Use Map
- Subject Property
- Community Business B
- Neighborhood Conservation District 2
- Regional Business A
- Regional Business B
- City Boundaries

Request for a Major Subdivision
Jackson Road
PPIN: 27624
Flood Zone: X
Ward 3, Lamar County

0 0.25 0.5 Miles

N

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°24'9"W 31°19'17"N

DISCLAIMER: This map is ONLY FOR REFERENCE. There is NO WARRANTY of the accuracy of data.
This information CANNOT be used as a substitute for legal, business, tax or other professional advice.
Map Exported on: 1/13/2025 2:52 PM

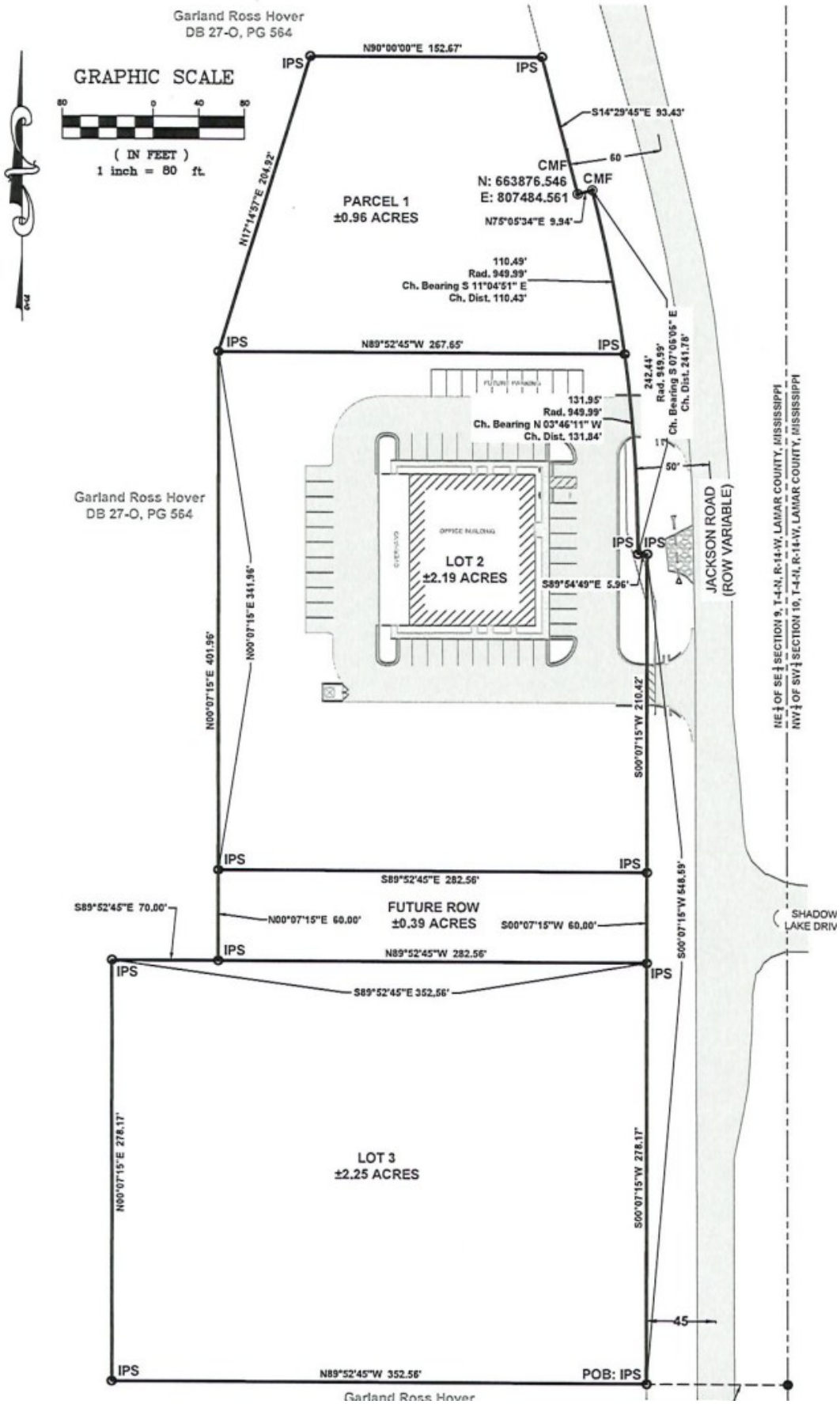
Site Aerial

Archie Hover Rd
Mon Oct 2 2023
Gravel Pit Rd
Archie Hover Dr
Jackson Rd
Shadow Lake Dr
Shadow Lake

Surrounding Area

Surrounding Area

Proposed Major Subdivision Plat



URBAN DEVELOPMENT
PLANNING DIVISION

Public Hearing Application

P.O. BOX 1898 (200 Forrest Street/39401)
Hattiesburg, MS 39403-1898
Department of Urban Development
(601) 545-4599 or FAX (601) 545-1962

APPLICANT:

Applicant Name: Hover Family, Clearpoint Engineers
Project Name: Hover Office Park
Proposed Use(s): Office Park
Project Street Address: 1051 Jackson Road
PPIN Number(s) (if unknown, can be found on tax receipt): 27624

PLEASE BE SURE TO FILL OUT PP. 1-5 AND SEE FEES ON P. 6

Application for (check all appropriate types):

- ☐ Variance (see below)
- ☒ Subdividing of Lot, Parcel, or Tract (see p. 12)
- ☐ Street or Alley Renaming (see pp. 13-14)
- ☐ Vacating Street or Alley (see pp. 13-14)
- ☐ Conditional Use (see below)
- ☐ Re-Zoning (see below)
- ☐ Overlay District
- ☐ Planned Mixed-Use District

For Variance Only (check all appropriate variance types), see pp. 7 & 8:

☐ Sign ☐ Setback (front, side, or rear _____) ☐ Off-Site Parking
☐ Lot Width ☐ Lot Coverage Area ☐ Buffer ☐ Open Space
☐ Other: _____

For Conditional Use Permit Only (check applicable type), see pp. 9 & 10:

- ☐ Automotive Filling Station
- ☐ Digital Billboard, New
- ☐ Restaurant
- ☐ Telecommunications
- ☐ Digital Billboard, Replacement
- ☐ Solar Farm

☐ Other: _____

For Re-Zoning Only, see p. 11:

Existing Zoning: _____
Proposed Zoning: _____

STAFF USE ONLY – Do Not Complete:

Pre-Application Date: _____ Planner: _____
Parcel Number(s): _____ Historic District(s): _____
Flood Zone(s): _____ Zoning Districts(s): _____
Project No.: _____

Code Sections:
LDC Section No. _____
Section No. _____
Section No. _____
Section No. _____
Section No. _____

RECIVED DATE & INITIALS:

APPLICANT AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE **APPLICANT** OF THIS PETITION, ONLY IF DIFFERENT FROM THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **APPLICANT(s)** of the subject property located at

1051 Jackson Road	Hattiesbug	MS
Street Address	City	State

on this the 23 day of December, 20___.

Forrest Dungan
Applicant (print)

Applicant (signature)

STATE OF MS

COUNTY OF Lamar

Personally came and appeared before me, the within named Forrest Dungan, who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 23rd day of Dec, 2024.

Stacey Odom
NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 379746 STACEY ODOM Commission Expires Oct. 18, 2027 LAMAR COUNTY

My Commission Expires:
10/18/2027

Subdividing of Lot, Parcel or Tract Information

1. Property data:

Parent Parcel / Existing lot/parcel/tract contains 41.15 Acres Square Footage/Acres

Lot Area Requirement: _____

Lot Frontage Requirement: _____

Existing use of lot/parcel/tract _____

To be subdivided into 5 lots/parcels (including parent parcel) – outlined below.

Use extra copies of this form if needed for additional lots.

Newly subdivided Parcels	New lot size in square footage (sf) or acres (A)	New lot has public road frontage (yes / no)	New lot has private road frontage (yes / no)	Indicate name of public or private road(s)	Staff - Lot area & frontage requirements comply? Yes	No
1.	0.96 A	YES	NO	JACKSON RD		
2.	2.19 A	YES	NO	JACKSON RD		
3.	0.39 A	YES	NO	JACKSON RD		
4.	2.25 A	YES	NO	JACKSON RD		
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Be sure to include information on the remainder of "existing" lot after splits made – identified as "Parent Parcel"						
Parent Parcel	37.56 A	YES		JACKSON RD		
	43.35	Total square footage of new lots (verify total matches existing parcel prior to splits)				

2. Infrastructure required:

Water/Sewer Y Gas N Electric Y Telephone Y Cable Y Streets N

OWNER AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **OWNER(s)** of the subject property located at

1051 Jackson Rd (Street Address) Hattiesburg (City) MS (State) 39402,

on this the 27th day of December, 2024.

In the matter of this request, the property owner further authorizes the following named person(s) to represent them at the public hearing on this petition.

N/A

on this the 27th day of December, 2024.

~~Garland Ross Hover~~ LCRP (Lonnie R Parden)

Property Owner (print)

~~Garland Ross Hover~~ Lonnie R Parden

Property Owner (signature)

STATE OF Mississippi

COUNTY OF Lamar

Personally came and appeared before me, the within named Garland Ross Hover & Lonnie Ray Parden,

who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 27th day of December, 2024.

Shania J. Clark

NOTARY PUBLIC

My Commission Expires:

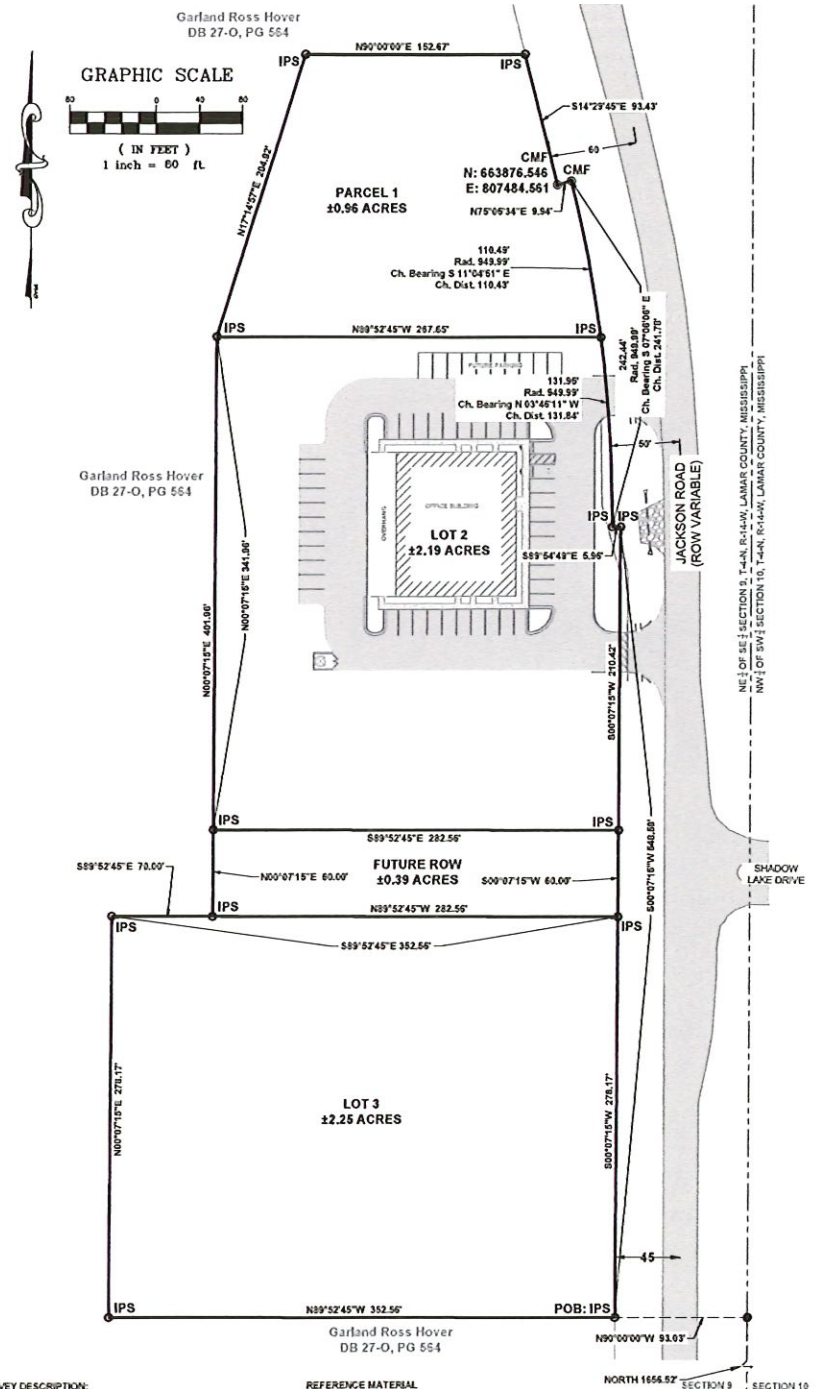
10-27-2028

STATE OF MISSISSIPPI
SHANIA J. CLARK
ID No. 493497
Comm. Exp. 10-27-2028
NOTARY PUBLIC
LAMAR COUNTY

HOVER OFFICE PARK

Name of Owner:
HOVER GRAVEL CO
42 ARCHIE SMITH DR.
HATTIESBURG, MS, 39402

CLEARPOINT ENGINEERS
1051 Jackson Road | Hattiesburg, MS 39402
t 601.261.2609 | clearpointengineers.com



POINT OF COMMENCEMENT
½"IPF at the SE Corner of Section 9, T-4-N, R-14-W
Lamar County, Mississippi
N=661434.06, E=807621.89

OWNER'S CERTIFICATE
State of Mississippi
County of Lamar
City of Hattiesburg

This is to certify that, I, the undersigned owner of Hover Office Park, hereby dedicate this plat to be known as Hover Office Park and dedicate the streets, and rights-of-way as shown to public use forever. The undersigned have caused the same to be subdivided as shown and have signed and delivered this plat.

This the _____ day of _____, 2024.

By: _____
Hover Gravel Co
_____, Managing Member

ACKNOWLEDGMENT
State of Mississippi
County of _____
City of Hattiesburg

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____ 2024, within my jurisdiction, the within named _____, who acknowledged that he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

My commission expires on: _____ _____
Notary Public

CERTIFICATE OF COMPARISON:
State of Mississippi
County of Lamar
City of Hattiesburg

We, Jamie Aultman, Chancery Court Clerk of Lamar County, and John C. Anglin, Professional Land Surveyor, do hereby certify that we have carefully compared this plat of Shadow Ridge Subdivision, Phase III with the original/duplicate/copy thereof by the said Professional Land Surveyor and find it to be a true and correct copy of said map or plat.

_____ _____
Chancery Clerk Professional Land Surveyor

CITY APPROVAL AND ACCEPTANCE FORM
State of Mississippi
County of Lamar
City of Hattiesburg

Survey checked by John C. Anglin, and approved by the City Engineer for the City of Hattiesburg.

This the _____ day of _____, 2024.

_____
City Engineer

This subdivision is herein approved and accepted, and all improvements contained therein to be dedicated to the City of Hattiesburg are hereby accepted for the City of Hattiesburg.

This the _____ day of _____, 2024.

_____ _____
City Clerk Mayor

SURVEYOR'S CERTIFICATE:
State of Mississippi
County of Lamar
City of Hattiesburg

This is to certify that I have surveyed the land shown on this plat and fully described on this plat and have subdivided the same with lots according to the requirements of the City, County and the subdivision laws of the State of Mississippi governing surveying, dividing and mapping the land and that the plat hereon is a correct representation of the said survey and subdivision, and that all monuments indicated thereon actually exist and their location, size and materials are correctly shown.

This the _____ day of _____, 2024.

_____
John C. Anglin

ACKNOWLEDGMENT
State of Mississippi
County of Lamar
City of Hattiesburg

Sworn to and subscribed before me, this the _____ day of _____, 2024.

My commission expires on: _____ _____
Notary Public

FILING CERTIFICATION BY CHANCERY CLERK

I certify that this instrument was filed for record in my office on this the _____ day of _____, 2024, in plat book ____, page ____, slide _____.

_____
Chancery Clerk

SURVEY DESCRIPTION:

A parcel of land being located in the NE ¼ of the SE ¼ of Section 9, Township 4 North, Range 14 West, Lamar County Mississippi being more particularly described as follows:

COMMENCING at an iron pin found at the SE corner of Section 9, T-4-N, R14-W, Lamar County, Mississippi, thence run North 1656.52 feet; thence run West 93.03 feet to an iron pin set on the West right-of-way of Jackson Road, said point also being the POINT OF BEGINNING; thence run North 89°52'45" West for 352.56 feet to an iron pin set; thence run North 00°07'15" East for 278.17 feet to an iron pin set; thence run South 89°52'45" East for 70.00 feet to an iron pin set; thence run North 00°07'15" East for 401.96 feet to an iron pin set; thence run North 17°14'57" East for 204.92' to an iron pin set; thence run East for 152.67 feet to an iron pin set on the West right-of-way of Jackson Road; thence run along said right-of-way for the following calls: South 14°29'45" East for 93.43 feet to a concrete monument found; thence run North 75°05'34" East for 9.94 feet to a concrete monument found; thence run along a curve to the right for 242.44 feet to an iron pin set, said curve having a radius of 949.99 feet, a chord bearing of South 07°06'06" East, and a chord distance of 241.78 feet; thence run South 89°54'49" East for 5.96 feet to an iron pin set; thence run South 00°07'15" West for 648.59 feet, back to the Point of Beginning. Said parcel contains 5.79 acres, more or less.

REFERENCE MATERIAL

1. Deed Book 27-O, Page 564
2. Lamar County Tax Maps
3. Survey by Clearpoint Engineers for Mitchco Construction, LLC Project No. 93492001 dated October 15, 2024

LEGEND

O	MONUMENT SET
◉	MONUMENT FOUND
IPS	IRON PIN SET
IPF	IRON PIN FOUND
CMF	CONCRETE MONUMENT FOUND
APS	AS PER SURVEY
APR	AS PER RECORD
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
- - - - -	BOUNDARY TIE LINE
———	SUBJECT PROPERTY LINE
———	GLO LINE
— R/W — R/W —	RIGHT OF WAY LINE
— FM — FM —	SEWER FORCE MAIN
— W — W —	WATER LINE
— FBO — OSP —	FIBER OPTIC LINE

NOTES:

1. DATE OF FIELD SURVEY: NOVEMBER, 2024
2. WATER SUPPLY BY ARNOLD LINE WATER
3. SEWER PROVIDED BY CITY OF HATTIESBURG
4. 1/2" X 18" CAPPED IRON PINS STAMPED "COA-165" ARE SET AT ALL PROPERTY CORNERS, UNLESS NOTED OTHERWISE.
5. CLASS "B" SURVEY.
6. ORIENTATION IS BASED ON GRID NORTH, NAD 83 MISSISSIPPI STATE PLANE COORDINATE EAST ZONE (FEET) AS DETERMINED BY GPS OBSERVATIONS.
7. TOTAL ACREAGE OF PROPERTY: ± 5.79
8. PROPERTY IS LOCATED IN FLOOD ZONE "X" AS PER PANEL NO. 28035C0065D DATED MARCH 2, 2010 & 28073C0136E DATED MARCH 3, 2010.
9. PROPERTY IS SUBJECT TO THE RIGHTS-OF-WAY OF JACKSON ROAD

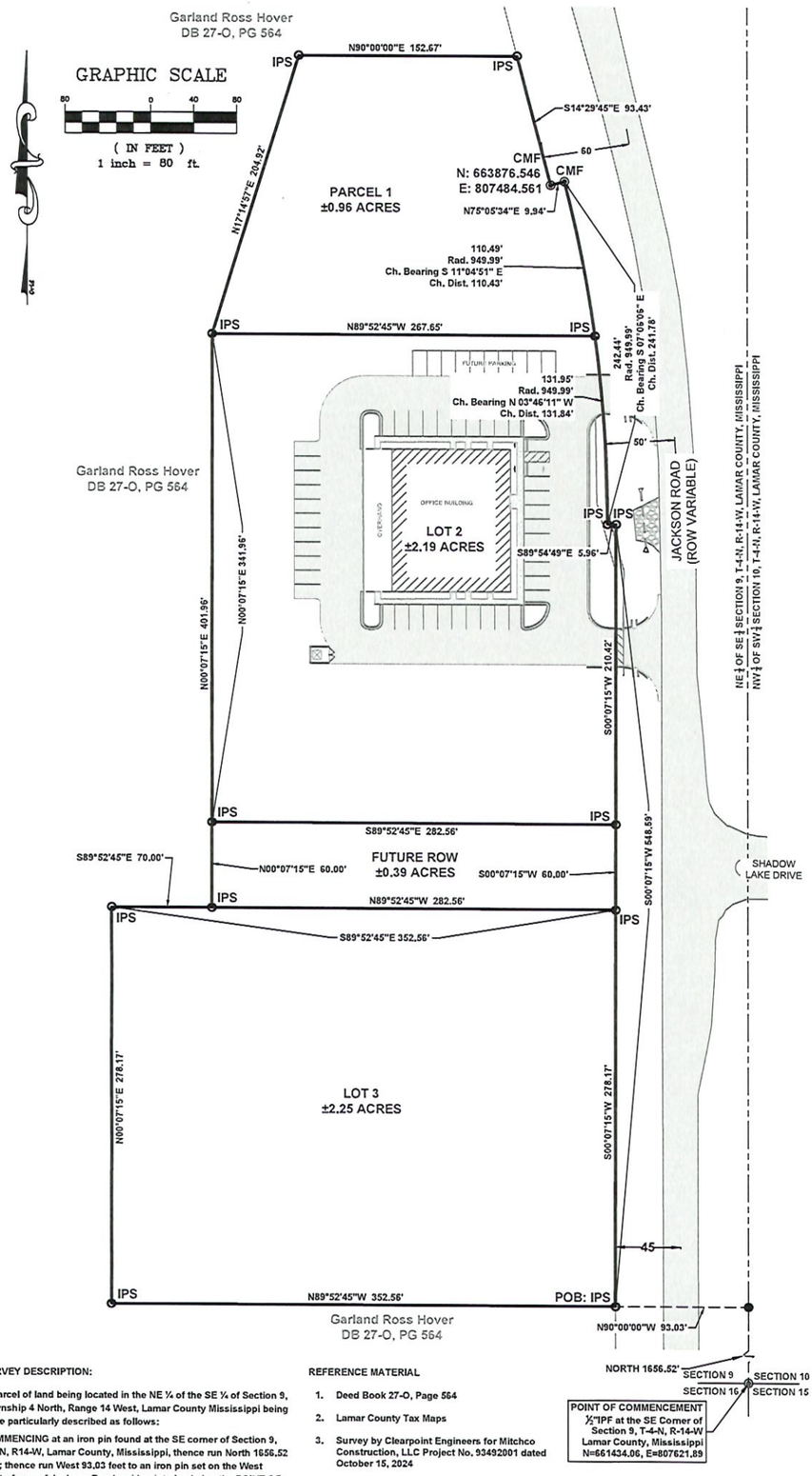
Preliminary Plat

DRAFT

HOVER OFFICE PARK

Name of Owner:
HOVER GRAVEL CO
42 ARCHIE SMITH DR.
HATTIESBURG, MS, 39402

CLEARPOINT ENGINEERS
1051 Jackson Road | Hattiesburg, MS 39402
t 601.261.2609 | clearpointengineers.com



OWNER'S CERTIFICATE
State of Mississippi
County of Lamar
City of Hattiesburg

This is to certify that, I, the undersigned owner of Hover Office Park, hereby dedicate this plat to be known as Hover Office Park and dedicate the streets, and rights-of-way as shown to public use forever. The undersigned have caused the same to be subdivided as shown and have signed and delivered this plat.

This the _____ day of _____, 2024.

By: _____
Hover Gravel Co
_____, Managing Member

ACKNOWLEDGMENT
State of Mississippi
County of _____
City of Hattiesburg

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____ 2024. Within my jurisdiction, the within named _____, who acknowledged that he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

My commission expires on: _____ _____
Notary Public

CERTIFICATE OF COMPARISON:
State of Mississippi
County of Lamar
City of Hattiesburg

We, Jamie Aultman, Chancery Court Clerk of Lamar County, and John C. Anglin, Professional Land Surveyor, do hereby certify that we have carefully compared this plat of Shadow Ridge Subdivision, Phase III with the original/duplicate/copy thereof by the said Professional Land Surveyor and find it to be a true and correct copy of said map or plat.

_____ _____
Chancery Clerk Professional Land Surveyor

CITY APPROVAL AND ACCEPTANCE FORM
State of Mississippi
County of Lamar
City of Hattiesburg

Survey checked by John C. Anglin, and approved by the City Engineer for the City of Hattiesburg.

This the _____ day of _____, 2024.

_____
City Engineer

This subdivision is herein approved and accepted, and all improvements contained therein to be dedicated to the City of Hattiesburg are hereby accepted for the City of Hattiesburg.

This the _____ day of _____, 2024.

_____ _____
City Clerk Mayor

SURVEYOR'S CERTIFICATE:
State of Mississippi
County of Lamar
City of Hattiesburg

This is to certify that I have surveyed the land shown on this plat and fully described on this plat and have subdivided the same with lots according to the requirements of the City, County and the subdivision laws of the State of Mississippi governing surveying, dividing and mapping the land and that the plat hereon is a correct representation of the sold survey and subdivision, and that all monuments indicated thereon actually exist and their location, size and materials are correctly shown.

This the _____ day of _____, 2024.

_____
John C. Anglin

ACKNOWLEDGMENT
State of Mississippi
County of Lamar
City of Hattiesburg

Sworn to and subscribed before me, this the _____ day of _____, 2024.

My commission expires on: _____ _____
Notary Public

FILING CERTIFICATION BY CHANCERY CLERK

I certify that this Instrument was filed for record in my office on this the _____ day of _____, 2024, in plat book ____, page ____, slide _____.

_____
Chancery Clerk

SURVEY DESCRIPTION:

A parcel of land being located in the NE ¼ of the SE ¼ of Section 9, Township 4 North, Range 14 West, Lamar County Mississippi being more particularly described as follows:

COMMENCING at an iron pin found at the SE corner of Section 9, T-4-N, R14-W, Lamar County, Mississippi, thence run North 1656.52 feet; thence run West 93.03 feet to an iron pin set on the West right-of-way of Jackson Road, said point also being the POINT OF BEGINNING; thence run North 89°52'45" West for 352.56 feet to an iron pin set; thence run North 00°07'15" East for 278.17 feet to an iron pin set; thence run South 89°52'45" East for 70.00 feet to an iron pin set; thence run North 00°07'15" East for 401.95 feet to an iron pin set; thence run North 17°14'57" East for 204.92' to an iron pin set; thence run East for 152.67 feet to an iron pin set on the West right-of-way for the following calls: South 14°29'45" East for 93.43 feet to a concrete monument found; thence run North 75°05'34" East for 9.94 feet to a concrete monument found; thence run along a curve to the right for 242.44 feet to an iron pin set, said curve having a radius of 949.99 feet, a chord bearing of South 07°06'06" East, and a chord distance of 241.78 feet; thence run South 89°54'49" East for 5.96 feet to an iron pin set; thence run South 00°07'15" West for 548.59 feet, back to the Point of Beginning. Said parcel contains 5.79 acres, more or less.

REFERENCE MATERIAL

1. **Deed Book 27-O, Page 564**
2. **Lamar County Tax Maps**
3. **Survey by Clearpoint Engineers for Mitchco Construction, LLC Project No. 93492001 dated October 15, 2024**

LEGEND

○	MONUMENT SET
◉	MONUMENT FOUND
IPS	IRON PIN SET
IPF	IRON PIN FOUND
CMF	CONCRETE MONUMENT FOUND
APS	AS PER SURVEY
APR	AS PER RECORD
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
— — — —	BOUNDARY TIE LINE
———	SUBJECT PROPERTY LINE
———	GLO LINE
R/W	RIGHT OF WAY LINE
SFM	SEWER FORCE MAIN
W	WATER LINE
FOC	FIBER OPTIC LINE

NOTES:
1. DATE OF FIELD SURVEY: NOVEMBER, 2024
2. WATER SUPPLY BY ARNOLD LINE WATER
3. SEWER PROVIDED BY CITY OF HATTIESBURG
4. 1/2" X 18" CAPPED IRON PINS STAMPED "COA-165" ARE SET AT ALL PROPERTY CORNERS, UNLESS NOTED OTHERWISE.
5. CLASS "B" SURVEY.
6. ORIENTATION IS BASED ON GRID NORTH, NAD 83 MISSISSIPPI STATE PLANE COORDINATE EAST ZONE (FEET) AS DETERMINED BY GPS OBSERVATIONS.
7. TOTAL ACREAGE OF PROPERTY: ± 5.79
8. PROPERTY IS LOCATED IN FLOOD ZONE "X" AS PER PANEL NO. 28035C0085D DATED MARCH 2, 2010 & 28073C0134E DATED MARCH 3, 2010.
9. PROPERTY IS SUBJECT TO THE RIGHTS-OF-WAY OF JACKSON ROAD

Preliminary Plat

DRAFT

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Wiley Quinn, Urban Development Director**

cc: **Ann Jones, Chief Administrative Officer**

Date: **Tuesday, March 4, 2025**

Re: **Accept the Planning Commission's recommendation to approve a Conditional Use Request for gravel surfacing instead of hard surfacing made by Cooperative Energy, Property Owner/Applicant for an A-2 zoned property located at 1519 US Hwy 98-E (PPIN 5467, 5523, 27622 & 27656, Ward 5, Forrest County).**
File Number: 2025-158
Minute Book #

Summary

Recommendation Statement
The Planning Commission recommended approval.

Please place this on the March 4, 2025 City Council meeting for consideration.

February 2025 HPC Item: B
Cooperative Energy, Property Owner/Applicant, Jeremy Scruggs, Representative, Alex Price, Representative, Joel Ford, Engineer, and Donald E. Hinton, Jr., Representative
Request for: **Conditional Use Approval**

URBAN DEVELOPMENT
PLANNING DIVISION

Planning Commission
Case Fact Sheet

Names of Petitioner: Cooperative Energy, Property Owner/Applicant, Jeremy Scruggs, Representative, Alex Price, Representative, Joel Ford, Engineer, and Donald E. Hinton, Jr., Representative

Address of Property:	**Tax Parcels**	**PPIN:**	**Ward:**
1519 US HWY 98-E	1-049 -11-001.00	5467	5
	1-049 -12-009.00	5523	
	2-049G-01-003.00	27622	
	2-049F-02-006.00	27656	

Request: Conditional Use Request for gravel surfacing instead of hard surfacing.

Purpose of Request: **Conditional Use Request—** Cooperative Energy, Jeremy Scruggs, Representative, Alex Price, Representative, Joel Ford, Engineer, and Donald E. Hinton, Jr., Representative, request approval of a Conditional Use Request for gravel surfacing instead of hard surfacing (LDC 7.12.8.3) for an A-2 zoned property located at 1519 US Hwy 98-E (PPIN 5467, 5523, 27622 & 27656, Ward 5, Forrest County).

History / Background: The applicants met with staff in November 2024 in a Site Plan Review meeting to discuss the construction of a new substation for the utility provider, Cooperative Energy. During the meeting, staff reviewed the design standards required by the Land Development Code (LDC) and the specifications for hard surfacing. The applicants inquired about using different types of gravel surfacing, including 610 crushed stone. This 610 stone is a crushed limestone commonly used for driveways and parking areas because it packs well. However, after reviewing the material, the site and design review committee and city engineer determined that 610 crushed

stone qualifies as gravel and does not meet the definition of hard surfacing.

The LDC permits the use of gravel in the A-2 zoning district, but only with conditional use approval. Conditional use requests allow the community to assess whether a specific use or feature is appropriate for the surrounding area and the overall community. This process provides flexibility within the zoning ordinance, allowing certain uses that may not be typical for a zoning district to be evaluated on a case-by-case basis. As part of the conditional use approval process, the Planning Commission can recommend specific conditions, such as exceeding landscaping or buffering requirements, to ensure the proposed use is more harmonious with the surrounding area.

Applicant Summary: See Attached

Applicable Regulations:

SECTION 7 **STANDARDS OF DESIGN**

7.12.8.3 Paving Parking and driveways shall be hard surface as approved by the Engineering Department. Additional parking may be paved with pervious pavers/pavement as approved by the Site and Design Review Committee.

i. Any parking or driveways on private property of a commercial use or multi-unit dwelling residential use that provides access to on-site parking or off-site parking shall be kept in a proper state of repair and maintained in a finished condition.

ii. ii. Dustless gravel maintained in finished condition and kept so as to be free of overgrowth may be allowed for driveways by right in A-1 zones and as a Conditional Use in A-2 zones.

iii. All approved gravel driveways shall have a hard surface apron that is a minimum of twenty (20) feet from the edge of pavement at the street or as required by the Engineering Department. The design of the apron shall prevent loose gravel from being deposited on the sidewalk and roadway

February 2025 HPC Item: B
Cooperative Energy, Property Owner/Applicant, Jeremy Scruggs, Representative, Alex Price, Representative, Joel Ford, Engineer, and Donald E. Hinton, Jr., Representative
Request for: **Conditional Use Approval**

Section 13	**DEFINITIONS** **Hard Surface:** A surface paved with concrete or asphalt. May include approved pavers or pervious pavement. Does not include sand, gravel, or crushed aggregate.
Present Zoning:	A-2 (Agricultural Residential)
Present Use:	Vacant/unimproved land
Future Land Use:	Regional Business Corridor
Surrounding Zoning and Land Use:	North: I-2 (Heavy Industrial) South: Outside City Limits East: A-2 (Agricultural Residential) West: A- 2 (Agricultural Residential)
Letters or Concerns stated:	The Planning Division Office has not received any letters or other written communications regarding this case as of finalizing this report.
Option:	Recommend **Approval** or **Denial** of the Conditional Use Request for gravel surfacing instead of hard surfacing (LDC 7.12.8.3) for an A-2 zoned property located at 1519 US Hwy 98-E (PPIN 5467, 5523, 27622 & 27656, Ward 5, Forrest County).
Basis for approval:	**12.3.3 Conditional Use Approvals** **12.3.3.1 Compliance Required.** Uses requiring Planning Commission approval, as noted in the Table 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.

12.3.3.2 Additional Approval Criteria. In addition to the standards mentioned above, 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 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:

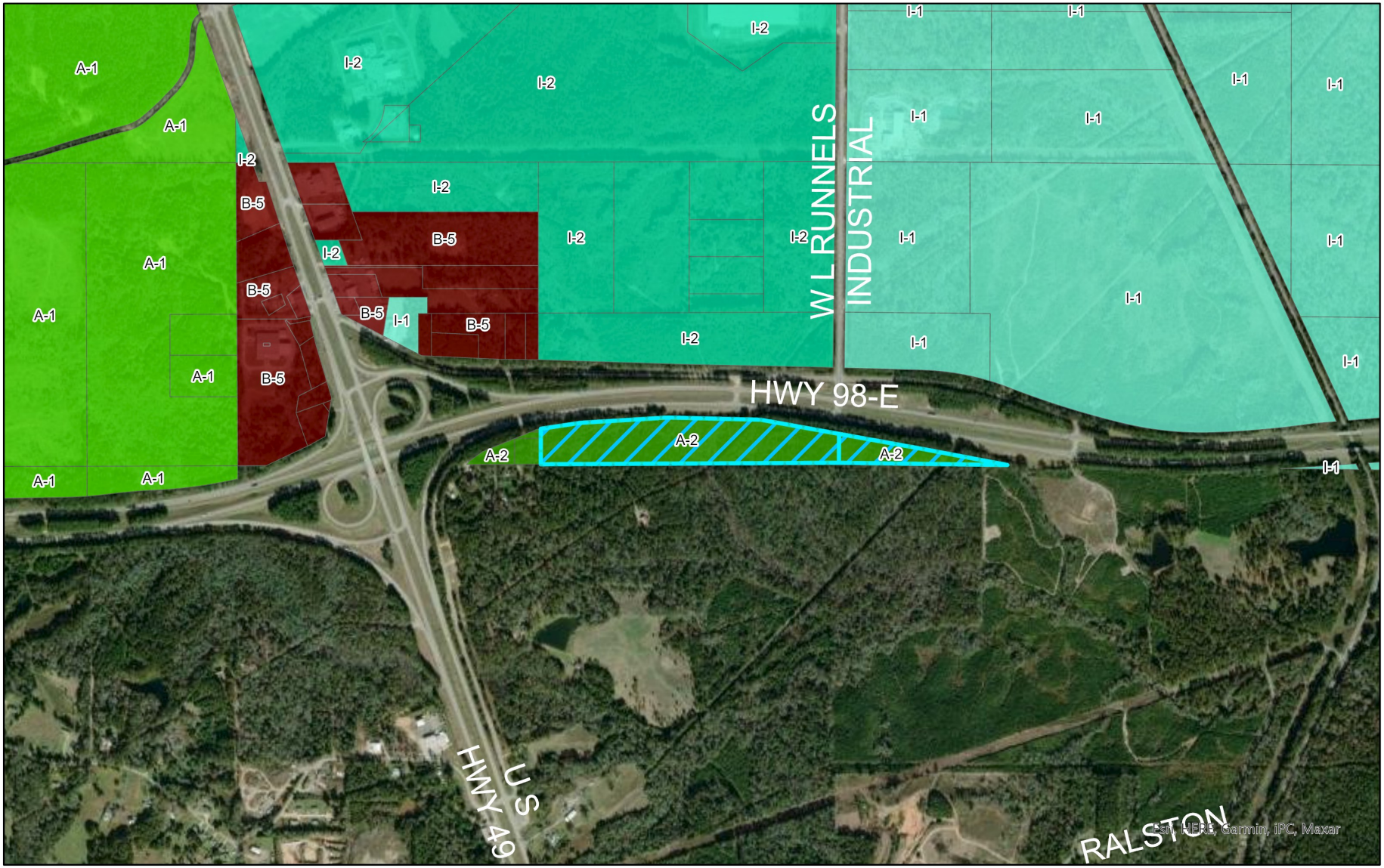
- Protection of privacy. The proposed plan shall provide reasonable visual and auditory privacy for all dwelling units located within and adjacent to the site. Fences, walls, barriers and / or vegetation shall be arranged to protect and enhance the property and to enhance the privacy of on-site and neighboring 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

1519 Hwy 98-E— Conditional Use Request

Cooperative Energy, Jeremy Scruggs, Representative, Alex Price, Representative, Joel Ford, Engineer, and Donald E. Hinton, Jr., Representative, request approval of a Conditional Use Request for gravel surfacing instead of hard surfacing (LDC 7.12.8.3) for an A-2 zoned property located at 1519 US Hwy 98-E (PPIN 5467, 5523, 27622 & 27656, Ward 5, Forrest County).

HPC Item: B



Zoning Map

- Subject Property
- A-1
- A-2
- B-5
- I-1
- I-2

Conditional Use and Variance Requests
Cooperative Energy
1519 US HWY 98-E
PPIN: 5467, 5523, 27622, 27656
Flood Zone: X
Ward 5, Forrest County

0 3,000 Feet

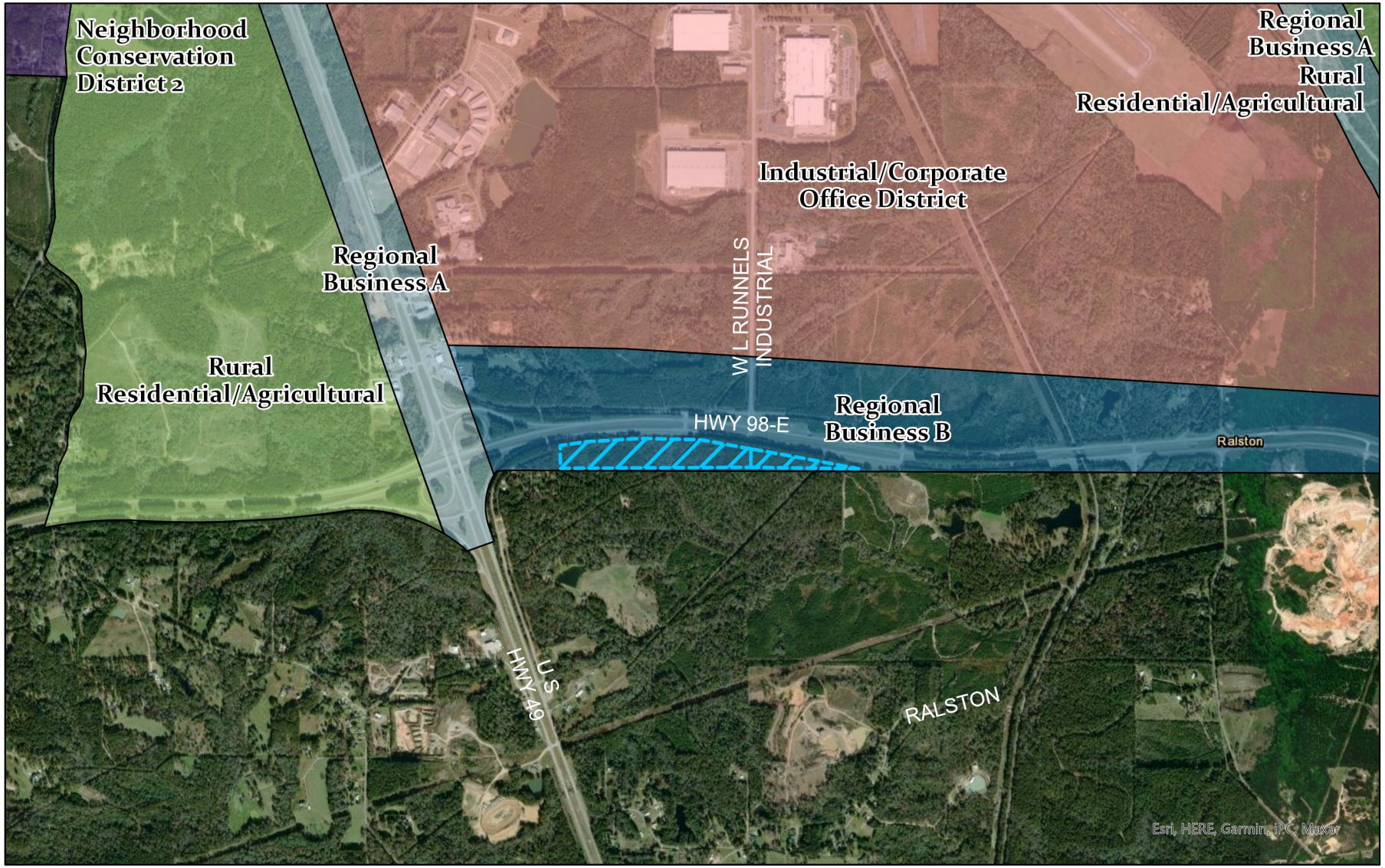
N

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°16'W 31°14'43"N

DISCLAIMER: This map is ONLY FOR REFERENCE. There is NO WARRANTY of the accuracy of data.
This information CANNOT be used as a substitute for legal, business, tax or other professional advice.
Map Exported on: 1/13/2025 2:28 PM

HPC Item: B



Future Land Use Map

- Industrial/Corporate Office District
- Neighborhood Conservation District 2
- Regional Business A
- Regional Business B
- Rural Residential/Agricultural
- Subject Property

DISCLAIMER: This map is ONLY FOR REFERENCE. There is NO WARRANTY of the accuracy of data. This information CANNOT be used as a substitute for legal, business, tax or other professional advice.
Map Exported on: 1/13/2025 2:31 PM

Conditional Use and Variance Requests
Cooperative Energy
1519 US HWY 98-E
PPIN: 5467, 5523, 27622, 27656
Flood Zone: X
Ward 5, Forrest County

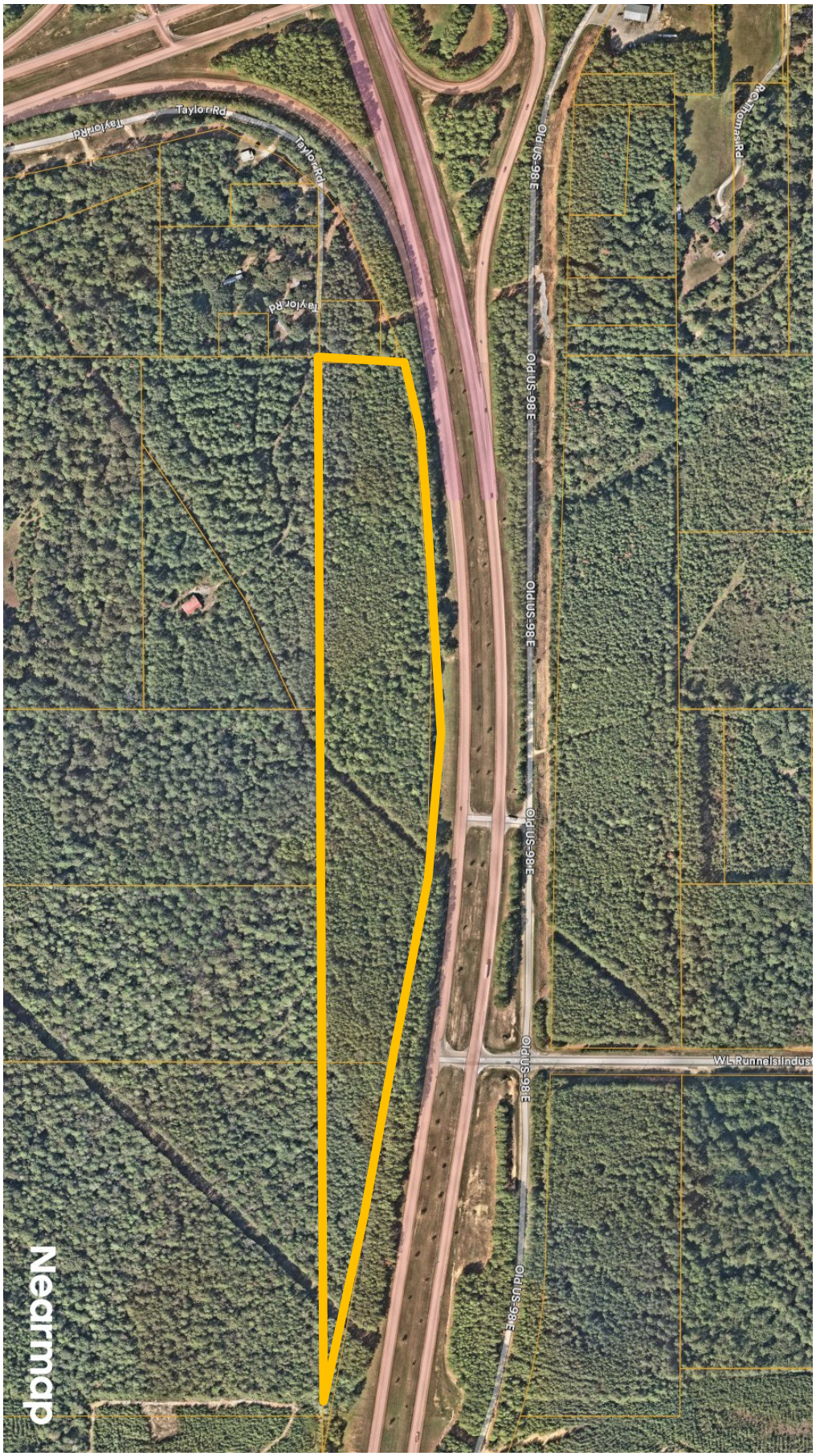
N

0 1,000 2,000 Feet

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°15'55"W 31°14'45"N

Site Aerial


Taylor Rd
Taylor Rd
Taylor Rd
Taylor Rd
Old US-98 E
Old US-98 E
Old US-98 E
Old US-98 E
Old US-98 E
Old US-98 E
Nearmap

Surrounding Area

Current Layout

Vari-1224-0012

URBAN DEVELOPMENT
PLANNING DIVISION

Public Hearing Application

P.O. BOX 1898 (200 Forrest Street/39401)
Hattiesburg, MS 39403-1898
Department of Urban Development
(601) 545-4599 or FAX (601) 545-1962

APPLICANT:

Applicant Name: Cooperative Energy
Project Name: East Dixie Electrical Substation
Proposed Use(s): Electrical Substation
Project Street Address: 1519 U.S. Highway 98 East Hattiesburg, MS
PPIN Number(s) (if unknown, can be found on tax receipt): 5467, 5523, 27622, & 27656

PLEASE BE SURE TO FILL OUT PP. 1-5 AND SEE FEES ON P. 6

Application for (check all appropriate types):

☒ Variance (see below)
☐ Subdividing of Lot, Parcel, or Tract (see p. 12)
☐ Street or Alley Renaming (see pp. 13-14)
☐ Vacating Street or Alley (see pp. 13-14)
☒ Conditional Use (see below)
☐ Re-Zoning (see below)
☐ Overlay District
☐ Planned Mixed-Use District

For Variance Only (check all appropriate variance types), see pp. 7 & 8:

☐ Sign ☐ Setback (front, side, or rear _____) ☐ Off-Site Parking
☐ Lot Width ☐ Lot Coverage Area ☐ Buffer ☐ Open Space ☒ Other: Fence Height

For Conditional Use Permit Only (check applicable type), see pp. 9 & 10:

☐ Automotive Filling Station
☐ Digital Billboard, New
☐ Restaurant ☐ Solar Farm ☒ Other: Stone surfacing instead of hard surfacing
☐ Telecommunications
☐ Digital Billboard, Replacement

For Re-Zoning Only, see p. 11:

Existing Zoning: _____
Proposed Zoning: _____

STAFF USE ONLY – Do Not Complete:

Pre-Application Date: _____ Planner: _____
Parcel Number(s): _____ Historic District(s): _____
Flood Zone(s): _____ Zoning Districts(s): _____
Project No.: _____

Code Sections:
LDC Section No. _____
Section No. _____
Section No. _____
Section No. _____
Section No. _____

RECIVED DATE & INITIALS:

OWNER AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **OWNER(s)** of the subject property located at

1519 U.S. Highway 98 East	Hattiesburg,	MS
Street Address	**City**	**State** on this

the 11th day of December, 2024.

In the matter of this request, the property owner further authorizes the following named person(s) to represent them at the public hearing on this petition.
Jeremy Scruggs, Alex Price, Joel Ford, and Donald E. Hinton, Jr.
on this the 11th day of December, 2024.

Donald E. Hinton, Jr. for Cooperative Energy

Property Owner (print)

Property Owner (signature)

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally came and appeared before me, the within named Donald E. Hinton, Jr. on behalf of Cooperative Energy who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Public Hearing Application.
GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 11th day of December, 2024.

Cathy B. Connell

NOTARY PUBLIC

My Commission Expires:
2-17-2028

★ STATE OF MISSISSIPPI ★
CATHY B. CONNELL, NOTARY PUBLIC
LAMAR COUNTY
MY COMMISSION EXPIRES FEBRUARY 17, 2028
COMMISSION NUMBER 188870

APPLICANT AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE **APPLICANT** OF THIS PETITION, ONLY IF DIFFERENT FROM THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **APPLICANT(s)** of the subject property located at

1519 U.S. Highway 98 East	Hattiesburg	MS
Street Address	**City**	**State** on this

the 11th day of December, 2024

Alex Price for Cooperative Energy

Applicant (print)

Applicant (signature)

STATE OF Mississippi

COUNTY OF Forrest

Personally came and appeared before me, the within named Alex Price, who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 11th day of December, 2024.

Melissa Kelly

NOTARY PUBLIC

My Commission Expires:
June 29, 2026

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 325197 MELISSA KELLY Commission Expires June 29, 2026 FORREST COUNTY

FOR VARIANCE APPLICANTS:

The Board of Adjustment has the responsibility to hear and make recommendation on requests for variances to the requirements of this Code (per Section 11.4). **Section 12.4.1** Variances are departures from the standards of the Land Development Code, except land use, which will not be contrary to the public interest and where, owing to conditions peculiar to the property and not as a result of the action of the applicant, a literal enforcement of this Code would result in unnecessary and undue hardship.

The following conditions must be met before a variance can be recommended.

Approval Criteria.

A variance is not a right, but a privilege that property owners meeting the following criteria may request. These criteria are to be used to consider all variance requests. It shall be the burden of the applicant to prove that the request meets these criteria. Use this worksheet or format your own to demonstrate the following criteria.

1. **Hardship.** (a) the hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant. (b) 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.

Due to the specific safety requirements for substations, we are unable to construct a fence at the four (4) foot height, as it does not comply with the safety standards necessary for protecting the public and securing the facility.
The primary means of ensuring public safety at substations is through proper enclosure, and the current design requires the installation of an eight (8) foot fence height to meet the guidelines outlined in the *Design Guide for Rural Substations* by the United States Department of Agriculture Rural Utilities Service (RUS). This height recommendation is crucial for preventing unauthorized access and ensuring the safety of both the public and our personnel.
The National Electrical Safety Code (NESC) Section 11.110.A.1 mandates that areas containing electric supply equipment and/or conductors must be enclosed with a barrier, such as fences, screens, partitions, or walls, to prevent unauthorized entry and interference. Failure to adhere to these safety requirements could compromise the protection of both the public and the electrical infrastructure. By allowing the installation of a fence with an eight (8) foot height, we will be within accordance with both federal safety standards and industry standards.

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

This request is being made due to the essential safety requirements that govern the design and construction of electrical substations. The four (4) foot fence height would not meet the necessary safety standards for securing the substation. The installation of a higher, eight (8) foot fence is required to comply with the safety recommendations of RUS and the NESC requirements. This height is intended to help prevent unauthorized access, which is critical to safeguarding the public and the electrical infrastructure. This variance would allow us to meet both the operational needs of the facility and adhere to the required safety standards.

3. **Literal Interpretation.** The literal interpretation of the provision of the regulation 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.

We believe that the strict enforcement of the four (4) foot fence height requirement would not meet the necessary safety standards and would present a risk to public safety. The four (4) foot fence height does not comply with safety standards and does not provide the level of security required for substations, as substations must be secured to protect the public from potential hazards associated with electrical equipment. Given that the literal interpretation of the current fence height requirement would compromise safety and security, we respectfully request a variance to allow for the construction of a fence at a height of eight (8) feet at this substation. This would align with both safety guidelines and regulatory standards to ensure the protection of public health and safety.

4. **Reasonable Use.** The applicant cannot make reasonable use of the property without the requested variance.

A four (4) foot fence height requirement would not provide the necessary level of security and public safety that is crucial at this facility. A four (4) foot fence height is insufficient to meet the safety standards required for electrical substations, where the primary concern is preventing unauthorized access to hazardous equipment. The RUS guideline and NESC requirement is based on the understanding that substations need to be securely enclosed to minimize the risk of injury or accidents, and an eight (8) foot fence height provides an appropriate level of protection.
By allowing a variance for the installation of a fence at a height of eight (8) feet, we will be able to meet both the public safety requirements and the regulatory standards necessary to protect both the public and the electrical infrastructure. Without this variance, the substation would not be in reasonable compliance with these safety codes and could not be used in a manner consistent with industry's best practices.

5. **Minimum Required.** The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.

The required four (4) foot fence height is insufficient to meet the safety standards that are critical for substations. The four (4) foot fence height does not provide the necessary level of security to prevent unauthorized access to the electrical equipment at the substation.
The RUS recommended eight (8) foot fence height is the minimum height to effectively secure the facility and ensure public safety. This recommendation is based on the need to prevent potential hazards from unauthorized entry into areas with high-voltage equipment. A four (4) foot fence height would not meet these critical safety and security requirements as stated in the NESC.

We are therefore requesting a variance that would allow for the installation of an eight (8) foot fence height, which is the minimal necessary adjustment to ensure the substation's compliance with safety standards while maintaining the intent of the regulations. This variance is essential to the reasonable operation and public safety at the facility.

6. **Conformance with Purpose of this Code.** The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.

We are requesting permission to construct a fence at the height of eight (8) feet, as the strict application of the four (4) foot fence height requirement stated in the Land Development Code does not align with the core safety objectives set by the National Electrical Safety Code (NESC) and other relevant safety guidelines. While the Land Development Code requires a four (4) foot fence height, this height is insufficient to meet the necessary safety and security standards for electrical substations. Given that an eight (8) foot fence height better aligns with the intended purpose of the NESC and RUS guidelines for safety and security, we respectfully request a variance to construct an 8-foot-high fence. This variance will ensure that the substation meets the intended safety objectives while remaining compliant with the broader spirit and purpose of the regulatory standards.

12.4.1.2 Conditions of Approval. In recommending the granting of a variance, the Board of Adjustment may require appropriate conditions and safeguards in conformity with this Code. Violation of such conditions and safeguards, when made a part of the terms under which a variance is granted, shall be deemed a violation of the Code. The recommendation of the Board Adjustment shall be presented to the City Council for final action.

FOR CONDITIONAL USE APPLICANTS:

Section 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 of the LDC for the requested use? If yes, please explain:

Yes. The substation site has been placed in the A-2 zone with conditions per LDC 5.4.31 Public and Community Utility Facilities. The substation driveway entrance design is typical for Cooperative Energy's substation site. Cooperative Energy already has an approved driveway permit from the Mississippi Department of Tranportation (MDOT).

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

There are no known negative effects of the proposed use of this facility. The addition of the substation is needed to provide additional capacity for electrical service to the surrounding area including the Hattiesburg Industrial Park.

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

The size of the substation is determined by and designed to provide the required safe and adequate working space in and around all equipment. This includes all the necessary space for utility vehicle, cranes, trucks, and other vehicles or equipment that mat be needed for construction and/or maintenance of said equipment.

4. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? If yes, please explain:

No.

5. Will there be any elevation in the noise level resulting from this proposed use? If yes, please explain:

No.

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

There will be zero (0) customers and zero (0) employees dedicated to this site. Utility employees will be on site as necessary for inspections, maintenance, and outages.

7. Is proposed use compatible with surrounding uses and design? If yes, please explain:

Yes. The site is surrounded by undeveloped property so there is not any comparable property for this type of use. This site is in close proximity to an industrial park, Camp Shelby, and commercial properties so a substation would not be out of character for this location.

Parking requirements:

Commercial/Industrial: Paved parking will be provided for __0__ vehicles, and __0__ ADA vehicles; with __0__ loading spaces.

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

FOR RE-ZONING APPLICANTS:

As stated in Section 12.3 in the Land Development Code, 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.

☐ There was a mistake in the original zoning.

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

☐ Annexation.

Detailed explanation of condition(s) most applicable to your request:

DEED
Bk:1458 Page:431-435
RCD: 10/15/2024 @ 3:09:52:PM
FORREST COUNTY, MS
LANCE C. REID CHANCERY CLERK

Prepared by and Return to:
Cooperative Energy
P.O. Box 15849
Hattiesburg, Mississippi 39404
601-268-2083

STATE OF MISSISSIPPI
COUNTY OF FORREST

INDEXING INSTRUCTIONS: SE ¼ of SE ¼ Section 2, and SW ¼ of SW ¼ Section 1, Township 3 North, Range 13 West, Forrest County, Mississippi.

ORDER GRANTING PLAINTIFF RIGHT OF IMMEDIATE POSSESSION

PLAINTIFF:

Cooperative Energy
P.O. Box 15849
Hattiesburg, MS 39404
601- 268-2083

DEFENDANTS:

Virginia Fay Chaney
6029 Dry Creek Road
Apartment No. 17
Rio Linda, CA 95673
916-474-9112

Joseph Tyrell Chaney, a minor
3124 Glenn Have Drive
Jackson, MS 39273
601-573-6728

Book 1458 Page 432
Instrument# 869207
DEED 10/15/2024 3:09:52 PM

FILED
OCT 03 2024
FORREST COUNTY CIRCUIT CLERK

IN THE SPECIAL COURT OF EMINENT DOMAIN
FORREST COUNTY, MISSISSIPPI

COOPERATIVE ENERGY — **PLAINTIFF**

VERSUS — **CASE NO. 24-884**

VIRGINIA FAY CHANEY; AND
JOSEPH TYRELL CHANEY — **DEFENDANTS**

ORDER GRANTING PLAINTIFF RIGHT OF IMMEDIATE POSSESSION

THIS DAY, this cause came on to be heard on the motion of Plaintiff, Cooperative Energy for an Order Granting Plaintiff the Right of Immediate Possession and entry upon the land being condemned as requested in the Complaint filed in this cause and as described in the plat and legal description attached hereto collectively as Exhibit "A" and incorporated herein. The Court received testimony from Christopher Roberts and Erik LaVine regarding the public use of the property being condemned. Jonathan Null, a designated expert in field of real estate appraising, provided appraisal testimony of just compensation and testified that the total just compensation and damages of the property being condemned is $167,995.00. As stated in the Complaint, Defendants Virginia Fay Chaney and Joseph Tyrell Chaney each own a 5/168 (2.976%) interest in the Subject Property. The Court is satisfied that the deposit of the amount of $4,999.85 for the 5/168 interest of Virginia Fay Chaney and the deposit of the amount of $4,999.85 for the 5/168 interest of Joseph Tyrell Chaney represent an amount necessary to assure just compensation.

The Court after making a determination of public use and reviewing all documents filed in this matter, as well as considering the sworn testimony of Jonathan Null, finds that said motion is well-taken and Plaintiff is entitled to immediate and continued possession of and entry upon said

land described in Exhibit "A" attached hereto pursuant to the provisions of MISS. CODE ANN. § 77-5-231.

IT IS, THEREFORE, ORDERED AND ADJUDGED that Plaintiff be and it is hereby granted immediate and continued possession and entry upon lands sought to be condemned as described in Exhibit "A" attached hereto and in the Complaint filed herein, provided only that Plaintiff first deposit with the Clerk of this Court an amount of $9,999.70, representing just compensation in the amount of $4,999.85 for the 5/168 interest of Virginia Fay Chaney and the amount of $4,999.85 for the 5/168 interest of Joseph Tyrell Chaney.

IT IS FURTHER, ORDERED AND ADJUDGED, that Defendants, only if presently occupying the property in question, have thirty (30) days after the deposit of the aforesaid compensation in damages to vacate the property described in Exhibit "A" attached hereto, the date of the deposit being the time the full amount required is deposited with the Clerk of this Court.

SO ORDERED AND ADJUDGED on this, the 3rd day of October, 2024.

HONORABLE CAROL RUSSELL
SPECIAL COURT OF EMINENT DOMAIN

CERTIFIED A TRUE COPY
Forrest County, Mississippi
Gwen Wilks, Circuit Clerk
This the 15 day of October, 2024
By: [signature] D.C.

CIRCUIT CLERK FORREST COUNTY

Submitted to the Court by:
Stephen B. Jackson
MSB # 10693
Donald E. Hinton; Jr.
MSB # 10369
Cooperative Energy
P. O. Box 15849
Hattiesburg, MS 39404-5849
Telephone: 601-705-2676

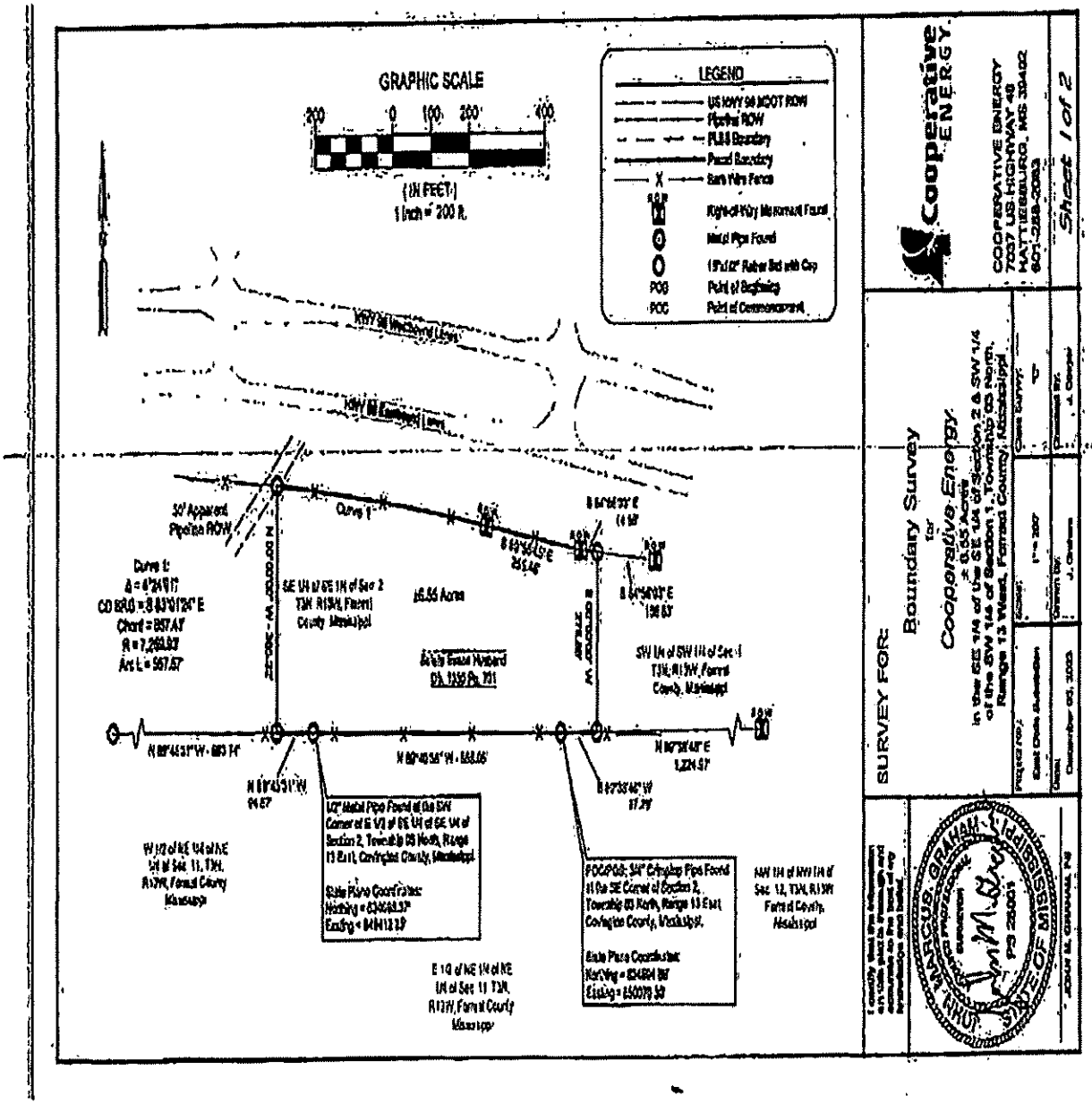

GRAPHIC SCALE
200 0 100 200 400
(IN FEET)
1 Inch = 200 ft.
LEGEND
US HWY 98 MDOT ROW
Pipeline ROW
PLSS Boundary
Parcel Boundary
Barb Wire Fence
Right-of-Way Monument Found
Metal Pipe Found
Point of Beginning
Point of Commencement
Cooperative ENERGY
COOPERATIVE ENERGY
7037 US HIGHWAY 49
HATTIESBURG, MS 39402
601-268-2083
Sheet 1 of 2
SURVEY FOR:
Boundary Survey
for
Cooperative Energy
In the SE 1/4 of the SE 1/4 of Section 2 & SW 1/4 of the SW 1/4 of Section 1, Township 03 North, Range 13 West, Forrest County, Mississippi
± 6.55 Acres
Curve 1:
Δ = 6°24'17"
CD BRG = S 83°01'24" E
Chord = 897.47'
R = 7,963.83'
Arc L = 897.97'
30' Apparent Pipeline ROW
SE 1/4 of SE 1/4 of Sec 2 T3N, R13W, Forrest County, Mississippi
±6.55 Acres
Ashley Susan Hubbard
DB 1139 Pg 791
SW 1/4 of SW 1/4 of Sec 1 T3N, R13W, Forrest County, Mississippi
N 89°45'31" W - 883.74'
N 89°45'31" W - 883.66'
N 89°38'47" E - 1,224.57'
N 89°45'31" W 94.57'
1/2" Metal Pipe Found at the SW Corner of E 1/2 of SE 1/4 of SE 1/4 of Section 2, Township 03 North, Range 13 East, Covington County, Mississippi
State Plane Coordinates:
Northing = 634,063.57'
Easting = 841,913.59'
POC/POB: 3/4" Crimptop Pipe Found at the SE Corner of Section 2, Township 03 North, Range 13 East, Covington County, Mississippi.
State Plane Coordinates:
Northing = 634,894.39'
Easting = 850,079.59'
W 1/2 of NE 1/4 of NE 1/4 of Sec 11, T3N, R13W, Forrest County, Mississippi
E 1/2 of NE 1/4 of NE 1/4 of Sec 11 T3N, R13W, Forrest County, Mississippi
NW 1/4 of NW 1/4 of Sec 12, T3N, R13W Forrest County, Mississippi
MARCUS GRAHAM
PS 23001
STATE OF MISSISSIPPI

Exhibit "A"

DEED
Bk:1459 Page:392-403
RCD: 10/29/2024 @11:09:15:AM
FORREST COUNTY, MS
LANCE C. REID CHANCERY CLERK

Prepared by and Return to:
Cooperative Energy
Mr. Randy Watkins, Land Manager
P.O. Box 15849
Hattiesburg, MS 39404-5849
Telephone: 601-268-2083
Mr. Keith Ball (MSBN 102378)

WARRANTY DEED
with Reservation of Easement

INDEXING INSTRUCTIONS: SW ¼ of SW ¼ Section 1 and SE ¼ of SE ¼ Section 2, Township 3 North, Range 13 West, Forrest County, Mississippi

STATE OF MISSISSIPPI
COUNTY OF FORREST

East Dixie Substation

FOR AND IN CONSIDERATION of sum of Ten Dollars ($10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned,

GEORGE DUNCAN
1008 Allen Street
Hattiesburg, MS 39401
601-583-9124

SELETA EVANS HUSBAND
96 Westbrook Estate Drive
Sumrall, MS 39482
601-550-7492

Book 1459 Page 393
Instrument# 869691
DEED 10/29/2024 11:09:15 AM

RINSEY EVANS McSWAIN
52 Corner Oaks
Hattiesburg, MS 39042
601-477-5595

CASSANDRA EVANS BRAYE
302 Yorkshire Lane
Port Neshes, TX 77651
409-727-8680

MARTHA EVANS PHILLIPS
421 Pinedale Avenue
Sacramento, CA 95838
916-991-2404

does hereby, sell, convey, bargain, and warrant to:

COOPERATIVE ENERGY
P.O. Box 15849
Hattiesburg, MS 39404-5849
601-268-2083

the following described real property, with all improvements thereon, lying and being situated in the County of FORREST, State of Mississippi, more particularly and certainly described as follows:

SEE ATTACHED EXHIBIT "A"

This conveyance is subject to any and all prior and outstanding leases, exceptions, reservation and/or conveyances of oil, gas and/or other minerals and any geothermal energy resources lying in, on and under the above-described real property; however, the Grantor herein does hereby except and reserve any and all oil, gas and other minerals and any geothermal resources currently owned by them in, on and under the above-described real property, excluding sand and gravel.

The Grantor agrees that neither the Grantor, nor any of Grantor's heirs, successors or assigns shall have any right to engage in any drilling, exploration, excavation, mining or other harvesting activities on the surface of the above-described property. This provision will not affect execution of the standard oil, gas, and mineral leases by the Grantors provided the leases expressively provide that there will be no contact or interference with any of Cooperative Energy improvements or activities on the surface of the property or affect its use of the property in any way.

This conveyance is subject to any easements and rights-of-way, whether of record or of use. This conveyance is subject to any public utilities as presently laid out, constructed or in use; and also subject to any private easements, covenants, and restrictions.

This conveyance is subject to any zoning restrictions, subdivision regulations, and ordinances of the city or county that subject property is located in.

This conveyance is subject to any air, water, pollution, and flood control regulations imposed by any governmental authority having jurisdiction over the same.

This conveyance is subject to a reservation by the grantors of an easement for ingress and egress that is more particularly and certainly described as follows:

SEE ATTACHED EXHIBIT "B"

This instrument may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF the said Grantor, signed, sealed, and delivered this Instrument on the date(s) mentioned below.

Book 1459 Page 395
Instrument# 869691
DEED 10/29/2024 11:09:15 AM

George Duncan

STATE OF MS
COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this 20th day of September, 2024, the within named **George Duncan** who acknowledged that he/she executed the foregoing instrument on the day and year therein mentioned.

NOTARY PUBLIC

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 122304
PHYLLIS ANN BENNETT
Commission Expires
March 29, 2026
LAMAR COUNTY

Book 1459 Page 396
Instrument# 869691
DEED 10/29/2024 11:09:15 AM

Seleta Evans Husband

Seleta Evans Husband

STATE OF MS
COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10th day of September, 2024, the within named **Seleta Evans Husband** who acknowledged that he/she executed the foregoing instrument on the day and year therein mentioned.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 122304 PHYLLIS ANN BENNETT Commission Expires March 29, 2026 LAMAR COUNTY

NOTARY PUBLIC

Book 1459 Page 397
Instrument# 869691
DEED 10/29/2024 11:09:15 AM

Rinsey Evans McSwain

Rinsey Evans McSwain

STATE OF Mississippi
COUNTY OF Jones

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30th day of September, 2024, the within named **Rinsey Evans McSwain** who acknowledged that he/she executed the foregoing instrument on the day and year therein mentioned.

B. Gail Pipkins

NOTARY PUBLIC

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 314641
B. GAIL PIPKINS
Commission Expires
April 20, 2026
JONES COUNTY

Book 1459 Page 398
Instrument# 869691
DEED 10/29/2024 11:09:15 AM

Cassandra Braye

Cassandra Evans Braye

STATE OF Texas
COUNTY OF Harris

Personally appeared before me, the undersigned authority in and for the said county and state, on this 02 day of October, 2024, the within named **Cassandra Evans Braye** who acknowledged that he/she executed the foregoing instrument on the day and year therein mentioned.

KELLY IBETH MORAN
Notary ID #131601300
My Commission Expires
January 11, 2028

NOTARY PUBLIC

Book 1459 Page 399
Instrument# 869691
DEED 10/29/2024 11:09:15 AM

Martha Evans Phillips

Martha Evans Phillips

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2024, the within named **Martha Evans Phillips** who acknowledged that he/she executed the foregoing instrument on the day and year therein mentioned.

_____
NOTARY PUBLIC

See attached

Book 1459 Page 400
Instrument# 869691
DEED 10/29/2024 11:09:15 AM

California All-Purpose Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento

On 09/27/24 before me, Danielle Ramirez, notary public, personally appeared ***Martha Phillips *Only****, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

DANIELLE RAMIREZ
Notary Public - California
Sacramento County
Commission # 2451227
My Comm. Expires Jun 22, 2027

Optional

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal of this reattachment of this form to another document.

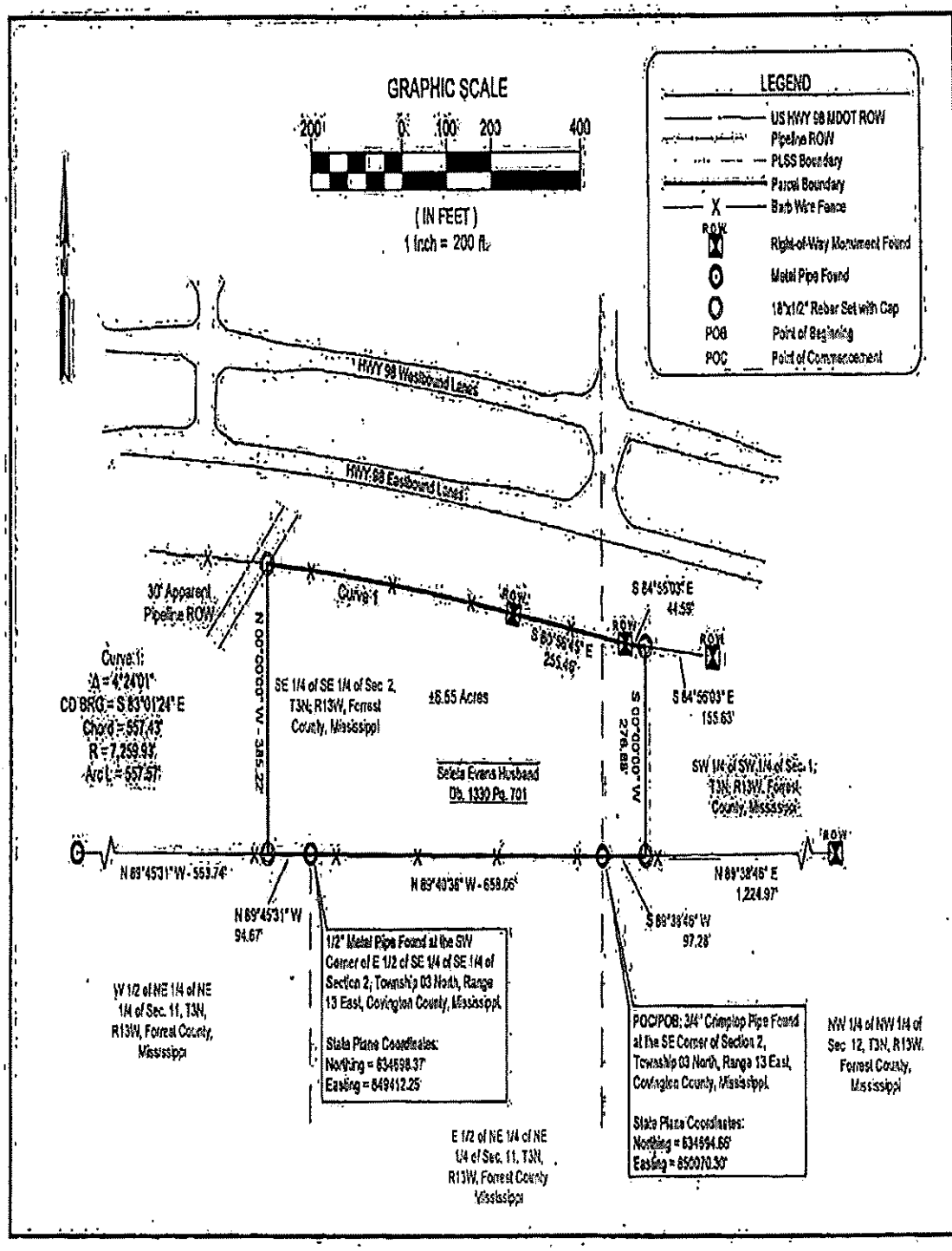
Description of Attached Document

Title or Type of Document: Travis And Travis Pllc - Letter Re: Heirship Affidavit And Warranty Deeds

Document Date: September 17, 2024 # of Pages: 4

Signer(s) Other Than Named Above: None

Book 1459 Page 401
Instrument# 869691
DEED 10/29/2024 11:09:15 AM



Cooperative ENERGY

COOPERATIVE ENERGY
7037 US HIGHWAY 49
HATTIESBURG, MS 39402
601-268-2083

Sheet 1 of 2

SURVEY FOR:

Boundary Survey
for
Cooperative Energy
± 6.55 Acres
In the SE 1/4 of the SE 1/4 of Section 2 & SW 1/4 of the SW 1/4 of Section 1, Township 03 North, Range 13 West, Forrest County, Mississippi

Project No.:	Scale:	Class Survey:	Checked By:
East Dixie Substation	1" = 200'	"C"	J. Cooper
Date: December 05, 2023	Drawn By: J. Graham		

I certify that the information on this plat is thorough and accurate to the best of my knowledge and belief.

JOHN M. GRAHAM, PS

JOHN M. GRAHAM
PS 26001
STATE OF MISSISSIPPI
REGISTERED PROFESSIONAL SURVEYOR

EXHIBIT "A"

Parcel Description

A parcel located in the SW 1/4 of the SW 1/4 of Section 1 AND the SE 1/4 of the SE 1/4 of Section 2, all in Township 03 North, Range 13 West, Forrest County, Mississippi, more particularly described as:

Based on Mississippi State Plane Coordinate System, NAD 1983 (East Zone) having a convergence angle of -00°13'22" and combined scale factor of 0.999970623487; derived by GPS observations at the Point of Commencement; Commencing at the Point-of-Beginning which is the Southeast Corner of Section 2, Township 3 North, Range 13 West, Forrest County, Mississippi, monumented by a 3/4" Crimptop Pipe; thence along the south line of the Southeast 1/4 of the Southeast 1/4 of Section 2, run N 89°40'38" W for a distance of 658.06 feet to a 1/2" Metal Pipe monumenting the Southwest corner of the East 1/2 of the said Southeast 1/4 of the Southeast 1/4 of Section 2; thence continuing on said south line of the Southeast 1/4 of the Southeast 1/4 of Section 2, run N 89°45'31" W for a distance of 94.67 feet to a 1/2" Iron Pin (COA S-27674); leaving said south line, thence run N 00°00'00" W for a distance of 385.22 feet to a 1/2" Iron Pin (COA S-27674) on the southerly Right-of-Way of US Highway 98; thence along said Right-of-Way for the next three calls: along a convex curve to the right, said curve having a Arc Length of 557.57 feet, a Radius of 7,259.93 feet, a Chord Length of 557.43 feet, and a Chord Bearing of S 83°01'24" E to a 6" X 6" Concrete ROW monument; thence run S 80°56'45" E for a distance of 255.46 feet to a 6" X 6" Concrete ROW monument; thence run S 84°56'03" E for a distance of 44.59 feet to a 1/2" Iron Pin (COA S-27674); thence leaving said Right-of-Way run S 00°00'00" W for a distance of 276.88 feet to a 1/2" Iron Pin (COA S-27674) on the south line of the Southwest 1/4 of the Southwest 1/4 of Section 1; thence along the south line of the Southwest 1/4 of the Southwest 1/4 of Section 1, run S 89°38'46" W for a distance of 97.28 feet, back to the Point-of-Beginning. Said parcel containing 6.55 acres, more or less.

NOTES:

1. ALL BEARINGS SHOWN ON THIS PLAT ARE GRID AND ARE REFERENCED TO SET MONUMENTS SHOWN ON THE EAST LINE OF THE PARCEL. THEY ARE BASED ON THE MS STATE PLANE COORDINATE SYSTEM, HORIZONTAL DATUM NAD83 (2011), EAST ZONE, AS DERIVED FROM GPS OBSERVATIONS.
2. SCALE FACTOR = 0.999970623487; CONVERGENCE ANGLE = -00°13'22"; REFERENCED FROM POC.
3. NO RECORD SEARCH FOR EASEMENTS WAS CONDUCTED.
4. THE EAST PROPERTY LINE IS SUBJECT TO HIGHWAY RIGHT-OF-WAY.
5. DATE OF FIELD SURVEY = 05-25831-2023; 12-04-2023
6. SWORN CHAIN CARRIERS = J. GRAHAM & D. HOLDER

REFERENCE MATERIAL:

BOOK 1330 PAGE 701, MDOT HWY 98 PLANS; FF-F-014-3(11), OWNERSHIP MAPS, USGS QUADS, AERIAL PHOTOS.

I certify that the information on this plat is thorough and accurate to the best of my knowledge and belief.

JOHN MARCUS GRAHAM LICENSED PROFESSIONAL SURVEYOR PS 28001 STATE OF MISSISSIPPI

JOHN M. GRAHAM, PS

SURVEY FOR:

Boundary Survey
for
Cooperative Energy
± 6.55 Acres
in the SE 1/4 of the SE 1/4 of Section 2 & SW 1/4 of the SW 1/4 of Section 1, Township 03 North, Range 13 West, Forrest County, Mississippi

Project No.:	Scale:	Class Survey:
East Dixie Substation	1" = 200'	"C"
Date:	Drawn By:	Checked By:
December 05, 2023	J. Graham	J. Cooper

Cooperative ENERGY

COOPERATIVE ENERGY
7037 US HIGHWAY 49
HATTIESBURG, MS 39402
601-268-2083

Sheet 2 of 2

Book 1459 Page 403
Instrument# 869691
DEED 10/29/2024 11:09:15 AM

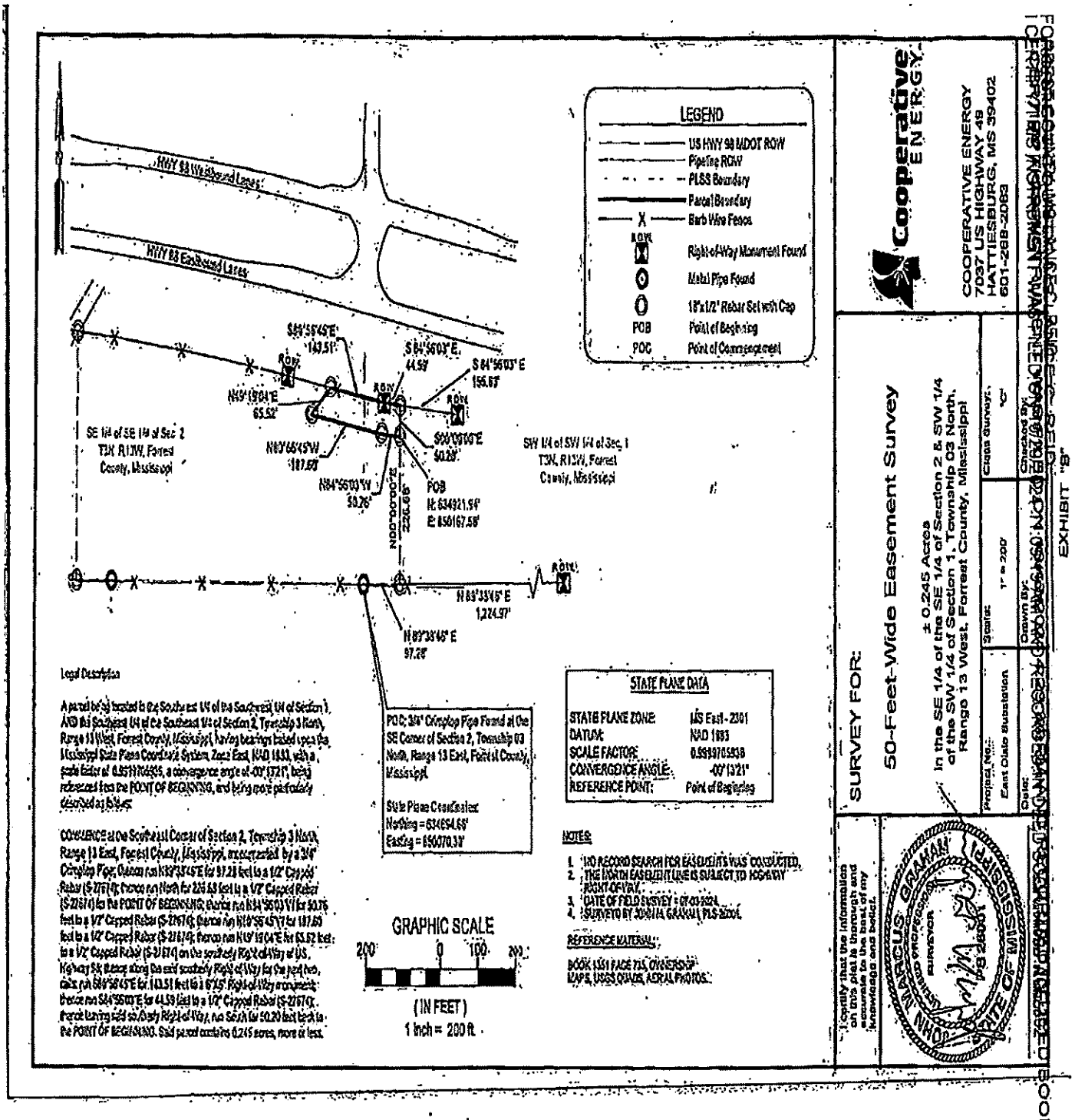


EXHIBIT "B"

FOR RECORDING INFORMATION SEE DEED BOOK 1458 PAGE 715

Exhibit B

DEED
Bk:1458 Page:666-677
RCD: 10/17/2024 @ 4:29:34:PM
FORREST COUNTY, MS
LANCE C. REID CHANCERY CLERK

Prepared by and Return to:
Cooperative Energy
Mr. Randy Watkins, Land Manager
P.O. Box 15849
Hattiesburg, MS 39404-5849
Telephone: 601-268-2083
Mr. Keith Ball (MSBN 102378)

WARRANTY DEED
with Reservation of Easement

INDEXING INSTRUCTIONS: SW ¼ of SW ¼ Section 1 and SE ¼ of SE ¼ Section 2, Township 3 North, Range 13 West, Forrest County, Mississippi

STATE OF MISSISSIPPI
COUNTY OF FORREST

East Dixie Substation

FOR AND IN CONSIDERATION of sum of Ten Dollars ($10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned,

LULA MAE CHANEY
4022 Sunrise Boulevard, Suite 120-120
Rancho Condova, CA 95742
916-201-1937

ALVENIA RENEE CHANEY
1981 Echo Hollow Road
Eugene, OR 97402
702-371-9272

LEWIS FITZGERALD FAIRLEY, JR.
521 Woodridge Drive
Atlanta, GA 30339
404-218-4489

MICHAEL CHANEY
131 Hinton Drive
Hattiesburg, MS 39401
601-543-7454

SHERRY ANN CHANEY
P.O. Box 1771
Hattiesburg, MS 39403
601-310-3725

does hereby, sell, convey, bargain, and warrant to:

COOPERATIVE ENERGY
P.O. Box 15849
Hattiesburg, MS 39404-5849
601-268-2083

the following described real property, with all improvements thereon, lying and being situated in the County of FORREST, State of Mississippi, more particularly and certainly described as follows:

SEE ATTACHED EXHIBIT "A"

This conveyance is subject to any and all prior and outstanding leases, exceptions, reservation and/or conveyances of oil, gas and/or other minerals and any geothermal energy resources lying in, on and under the above-described real property; however, the Grantor herein does hereby except and reserve any and all oil, gas and other minerals and any geothermal resources currently owned by them in, on and under the above-described real property, excluding sand and gravel.

The Grantor agrees that neither the Grantor, nor any of Grantor's heirs, successors or assigns shall have any right to engage in any drilling, exploration, excavation, mining or other harvesting activities on the surface of the above-described property. This provision will not affect execution of the standard oil, gas, and mineral leases by the Grantors provided the leases expressively provide that there will be no contact or interference with any of Cooperative Energy improvements or activities on the surface of the property or affect its use of the property in any way.

This conveyance is subject to any easements and rights-of-way, whether of record or of use. This conveyance is subject to any public utilities as presently laid out, constructed or in use; and also subject to any private easements, covenants, and restrictions.

This conveyance is subject to any zoning restrictions, subdivision regulations, and ordinances of the city or county that subject property is located in.

This conveyance is subject to any air, water, pollution, and flood control regulations imposed by any governmental authority having jurisdiction over the same.

This conveyance is subject to a reservation by the grantors of an easement for ingress and egress that is more particularly and certainly described as follows:

SEE ATTACHED EXHIBIT "B"

This instrument may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF the said Grantor, signed, sealed, and delivered this Instrument on the date(s) mentioned below.

Lula Mae Chaney

Lula Mae Chaney

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2024, the within named **Lula Mae Chaney** who acknowledged that he/she executed the foregoing instrument on the day and year therein mentioned.

see attached
for notarial stamp

_____
NOTARY PUBLIC

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On September 25, 2024 before me, A. Cairo, Notary Public
(insert name and title of the officer)

personally appeared Lula Mae Chaney,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

A. CAIRO
Notary Public · California
Sacramento County
Commission # 2474900
My Comm. Expires Dec 3, 2027

Signature _____ (Seal)

Alvenia Renee Chaney

Alvenia Renee Chaney

STATE OF Oregon
COUNTY OF Lane

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30th day of September, 2024, the within named **Alvenia Renee Chaney** who acknowledged that ~~he~~/she executed the foregoing instrument on the day and year therein mentioned. ALH

OFFICIAL STAMP
ANTHONY LYNN HAMMOCK
NOTARY PUBLIC - OREGON
COMMISSION NO. 1044966
MY COMMISSION EXPIRES FEBRUARY 13, 2028

NOTARY PUBLIC

Lewis Fitzgerald Fairley, Jr.

STATE OF TEXAS
COUNTY OF HARRIS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 01st day of October, 2024, the within named **Lewis Fitzgerald Fairley, Jr.** who acknowledged that he/she executed the foregoing instrument on the day and year therein mentioned.

NOTARY PUBLIC

JOEL GREAVES
Notary Public, State of Texas
Comm. Expires 09-29-2027
Notary ID 134582922

Michael Chaney

Michael Chaney

STATE OF MS
COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this 27th day of Sept., 2024, the within named **Michael Chaney** who acknowledged that he/she executed the foregoing instrument on the day and year therein mentioned.

STATE OF MISSISSIPPI
TOYA BUSBY
NOTARY PUBLIC
ID No. 122769
My Comm. Expires
Jan. 25, 2026
FORREST COUNTY

Toya Busby

NOTARY PUBLIC

Sherry Ann Chaney

Sherry Ann Chaney

STATE OF Mississippi
COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 25 day of September, 2024, the within named **Sherry Ann Chaney** who acknowledged that he/she executed the foregoing instrument on the day and year therein mentioned.

Wanda Donaldson

NOTARY PUBLIC

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID#158143
WANDA DONALDSON
Commission Expires
Oct 11, 2027
LAMAR COUNTY

I certify that the information on this plat is thorough and accurate to the best of my knowledge and belief.

JOHN MARCUS GRAHAM
LICENSED PROFESSIONAL SURVEYOR
PS 26001
STATE OF MISSISSIPPI

JOHN M. GRAHAM, PS

SURVEY FOR:

Boundary Survey

for

Cooperative Energy

± 6.55 Acres
in the SE 1/4 of the SE 1/4 of Section 2 & SW 1/4 of the SW 1/4 of Section 1, Township 03 North, Range 13 West, Forrest County, Mississippi

Project No.:	Scale:	Class Survey:
East Dixie Substation	1" = 200'	"C"
Date:	**Drawn By:**	**Checked By:**
December 05, 2023	J. Graham	J. Cooper

Cooperative ENERGY

COOPERATIVE ENERGY
7037 US HIGHWAY 49
HATTIESBURG, MS 39402
601-268-2083

EXHIBIT "A"

Parcel Description

A parcel located in the SW 1/4 of the SW 1/4 of Section 1 AND the SE 1/4 of the SE 1/4 of Section 2, all in Township 03 North, Range 13 West, Forrest County, Mississippi, more particularly described as:

Based on Mississippi State Plane Coordinate System, NAD 1983 (East Zone) having a convergence angle of -00°13'22" and combined scale factor of 0.999970623487; derived by GPS observations at the Point of Commencement; Commencing at the Point-of-Beginning which is the Southeast Corner of Section 2, Township 3 North, Range 13 West, Forrest County, Mississippi, monumented by a 3/4" Crimptop Pipe; thence along the south line of the Southeast 1/4 of the Southeast 1/4 of Section 2, run N 89°40'38" W for a distance of 658.06 feet to a 1/2" Metal Pipe monumenting the Southwest corner of the East 1/2 of the said Southeast 1/4 of the Southeast 1/4 of Section 2; thence continuing on said south line of the Southeast 1/4 of the Southeast 1/4 of Section 2, run N 89°45'31" W for a distance of 94.67 feet to a 1/2" Iron Pin (COA S-27674); leaving said south line, thence run N 00°00'00" W for a distance of 385.22 feet to a 1/2" Iron Pin (COA S-27674) on the southerly Right-of-Way of US Highway 98; thence along said Right-of-Way for the next three calls: along a convex curve to the right, said curve having a Arc Length of 557.57 feet, a Radius of 7,259.93 feet, a Chord Length of 557.43 feet, and a Chord Bearing of S 83°01'24" E to a 6" X 6" Concrete ROW monument; thence run S 80°56'45" E for a distance of 255.46 feet to a 6" X 6" Concrete ROW monument; thence run S 84°56'03" E for a distance of 44.59 feet to a 1/2" Iron Pin (COA S-27674); thence leaving said Right-of-Way run S 00°00'00" W for a distance of 276.88 feet to a 1/2" Iron Pin (COA S-27674) on the south line of the Southwest 1/4 of the Southwest 1/4 of Section 1; thence along the south line of the Southwest 1/4 of the Southwest 1/4 of Section 1, run S 89°38'46" W for a distance of 97.28 feet, back to the Point-of-Beginning. Said parcel containing 6.55 acres, more or less.

NOTES:

1. ALL BEARINGS SHOWN ON THIS PLAT ARE GRID AND ARE REFERENCED TO SET MONUMENTS SHOWN ON THE EAST LINE OF THE PARCEL. THEY ARE BASED ON THE MS STATE PLANE COORDINATE SYSTEM, HORIZONTAL DATUM NAD83 (2011), EAST ZONE, AS DERIVED FROM GPS OBSERVATIONS.
2. SCALE FACTOR = 0.999970623487; CONVERGENCE ANGLE = -00°13'22"; REFERENCED FROM POC.
3. NO RECORD SEARCH FOR EASEMENTS WAS CONDUCTED.
4. THE EAST PROPERTY LINE IS SUBJECT TO HIGHWAY RIGHT-OF-WAY.
5. DATE OF FIELD SURVEY = 05-25&31-2023; 12-04-2023
6. SWORN CHAIN CARRIERS = J. GRAHAM & D. HOLDER

REFERENCE MATERIAL:

BOOK 1330 PAGE 701, MDOT HWY 98 PLANS: FF-F-014-3(11), OWNERSHIP MAPS, USGS QUADS, AERIAL PHOTOS.

I certify that the information on this plat is thorough and accurate to the best of my knowledge and belief.

JOHN MARCUS GRAHAM LICENSED PROFESSIONAL SURVEYOR PS 26001 STATE OF MISSISSIPPI

JOHN M. GRAHAM, PS

SURVEY FOR:

Boundary Survey

for

Cooperative Energy

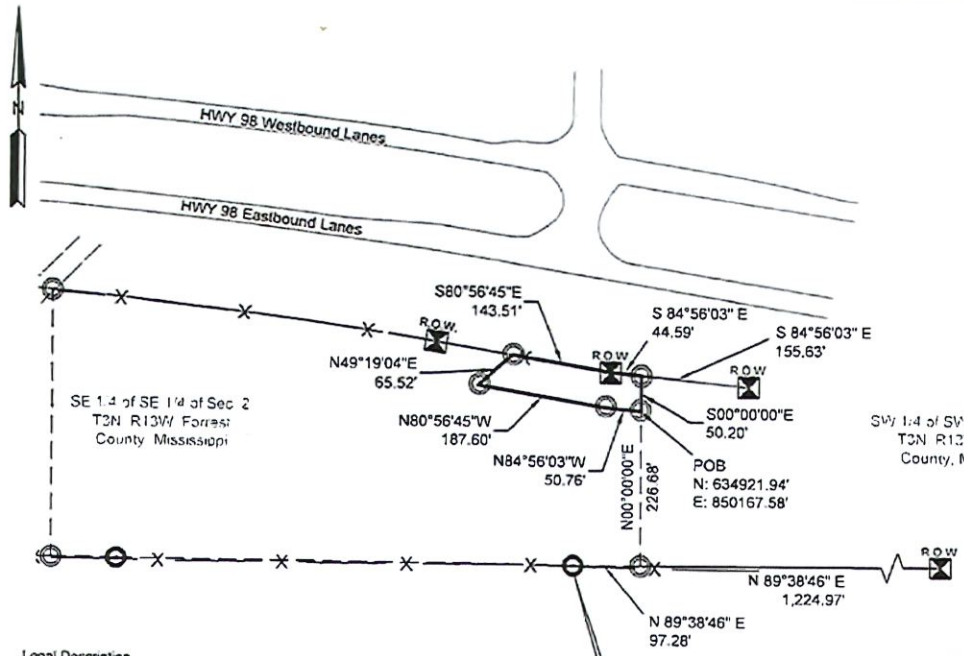
± 6.55 Acres

in the SE 1/4 of the SE 1/4 of Section 2 & SW 1/4 of the SW 1/4 of Section 1, Township 03 North, Range 13 West, Forrest County, Mississippi

Project No.:	Scale:	Class Survey:
East Dixie Substation	1" = 200'	"C"
Date:	Drawn By:	Checked By:
December 05, 2023	J. Graham	J. Cooper

Cooperative ENERGY.

COOPERATIVE ENERGY
7037 US HIGHWAY 49
HATTIESBURG, MS 39402
601-268-2083



LEGEND

- US HWY 98 MDOT ROW
- Pipeline ROW
- PLSS Boundary
- Parcel Boundary
- Barb Wire Fence
- ROW Right-of-Way Monument Found
- Metal Pipe Found
- 18"x1/2" Rebar Set with Cap
- POB Point of Beginning
- POC Point of Commencement

Legal Description

A parcel being located in the Southwest 1/4 of the Southwest 1/4 of Section 1 AND the Southeast 1/4 of the Southeast 1/4 of Section 2, Township 3 North, Range 13 West, Forrest County, Mississippi, having bearings based upon the Mississippi State Plane Coordinate System, Zone East, NAD 1983, with a scale factor of 0.9999705936, a convergence angle of -00°13'21", being referenced from the POINT OF BEGINNING, and being more particularly described as follows:

COMMENCE at the Southeast Corner of Section 2, Township 3 North, Range 13 East, Forrest County, Mississippi, monumented by a 3/4" Crimptop Pipe; thence run N89°38'46"E for 97.28 feet to a 1/2" Capped Rebar (S-27674); thence run North for 226.68 feet to a 1/2" Capped Rebar (S-27674) for the POINT OF BEGINNING; thence run N84°56'03"W for 50.76 feet to a 1/2" Capped Rebar (S-27674); thence run N80°56'45"W for 187.60 feet to a 1/2" Capped Rebar (S-27674); thence run N49°19'04"E for 65.52 feet to a 1/2" Capped Rebar (S-27674) on the southerly Right-of-Way of US Highway 98; thence along the said southerly Right-of-Way for the next two calls: run S80°56'45"E for 143.51 feet to a 6"X6" Right-of-Way monument; thence run S84°56'03"E for 44.59 feet to a 1/2" Capped Rebar (S-27674); thence leaving said southerly Right-of-Way, run South for 50.20 feet back to the POINT OF BEGINNING. Said parcel contains 0.245 acres, more or less.

POC: 3/4" Crimptop Pipe Found at the SE Corner of Section 2, Township 03 North, Range 13 East, Forrest County, Mississippi.

State Plane Coordinates:
Northing = 634694.66'
Easting = 850070.30'

GRAPHIC SCALE

200 0 100 200

(IN FEET)
1 inch = 200 ft.

STATE PLANE DATA

STATE PLANE ZONE:	MS East - 2301
DATUM:	NAD 1983
SCALE FACTOR:	0.9999705936
CONVERGENCE ANGLE:	-00°13'21"
REFERENCE POINT:	Point of Beginning

NOTES:

1. NO RECORD SEARCH FOR EASEMENTS WAS CONDUCTED.
2. THE NORTH EASEMENT LINE IS SUBJECT TO HIGHWAY RIGHT-OF-WAY
3. DATE OF FIELD SURVEY = 07-03-2024.
4. SURVEYD BY JOHN M. GRAHAM, PLS-26001.

REFERENCE MATERIAL:

BOOK 1351 PAGE 735, OWNERSHIP
MAPS, USGS QUADS, AERIAL PHOTOS.

Cooperative ENERGY

COOPERATIVE ENERGY
7037 US HIGHWAY 49
HATTIESBURG, MS 39402
601-268-2083

Sheet 1 of 1

SURVEY FOR:

50-Feet-Wide Easement Survey

± 0.245 Acres
in the SE 1/4 of the SE 1/4 of Section 2 & SW 1/4 of the SW 1/4 of Section 1, Township 03 North, Range 13 West, Forrest County, Mississippi

Project No.: East Dixie Substation	Scale: 1" = 200'	Class Survey: "C"	
Date: July 03, 2024	Drawn By: J. Graham	Checked By: S. McCain	

I certify that the information on this plat is thorough and accurate to the best of my knowledge and belief.

JOHN M. GRAHAM, PS

JOHN MARCUS GRAHAM
LICENSED PROFESSIONAL SURVEYOR
PS 26001
STATE OF MISSISSIPPI

EXHIBIT "B"

DEED
Bk:1453 Page:124-127
RCD: 07/30/2024 @12:25:10:PM
FORREST COUNTY, MS
LANCE C. REID CHANCERY CLERK

Prepared by:
Robert T. Jackson, Sr.
Jackson, Tullos, Rogers & Morgan, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Return to:
Robert T. Jackson, Sr.
Jackson, Tullos, Rogers & Morgan, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

STATE OF MISSISSIPPI
COUNTY OF FORREST

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt, adequacy and sufficiency of all of which is hereby irrevocably acknowledged and confessed,

B & T RANCH, LLC
A Mississippi Limited Liability Company
64 Taylor Rd.
Hattiesburg, MS 39401
Telephone: 225-288-7287

does hereby grant, bargain, sell, convey and warrant unto

Cooperative Energy,
A Mississippi Electric Cooperative
P.O. Box 15849
Hattiesburg, MS 39404
Telephone: 601-268-2083

the following described real property lying and being situated in Forrest County, Mississippi, and being more particularly described as follows, to-wit:

SEE EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS IF FULLY COPIED AND SET OUT AT LENGTH IN WORDS AND FIGURES HEREIN.

INDEXING INSTRUCTIONS: NE 1/4 of the NE 1/4 of Section 11 AND the NW 1/4 of the NW 1/4 of Section 12, all in Township 03 North, Range 13 West, Forrest County, Mississippi

This conveyance and the warranty hereof is subject to any and all prior and outstanding leases, exceptions, reservation and/or conveyances of oil, gas and/or other minerals and any geothermal energy resources lying in, on and under the above described real property.

This conveyance and the warranty hereof is subject to any environmental condition existing upon the subject property which would cause said property to be in violation of any State and/or Federal Environmental Protection Act.

This conveyance and the warranty hereof is subject to any and all other easements and rights-of-way, whether of record or of use, which affect the real property hereby conveyed.

This conveyance and the warranty hereof is subject to any and all Covenants and Restrictions of record.

All County and State ad valorem taxes for the current year shall be prorated between Grantor and Grantee and paid by Grantee.

The subject Property is not the residence or homestead of the Grantor and does not constitute his homestead.

The Grantor agrees that neither the Grantor, nor any of Grantor's heirs, successors or assigns shall have any right to engage in any drilling, exploration, excavation, mining or other harvesting activities on the above-described property.

WITNESS THE SIGNATURES of the Grantors on this, the 29th day of July, A.D., 2024.

B & T Ranch, LLC
A Mississippi Limited Liability Company

Travis A. Taylor, Member/Manager

Bertha Taylor

Bertha Taylor, Member/Manager

STATE OF MISSISSIPPI
COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this 29th day of July, 2024, within my jurisdiction, the within named **Travis A. Taylor and Bertha Taylor** who acknowledged that they are the Member/Managers of **B & T Ranch, LLC**, a Mississippi Limited Liability Company, and that for and on behalf of the said company, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said company to do so.

Randy M. Watkins

NOTARY PUBLIC

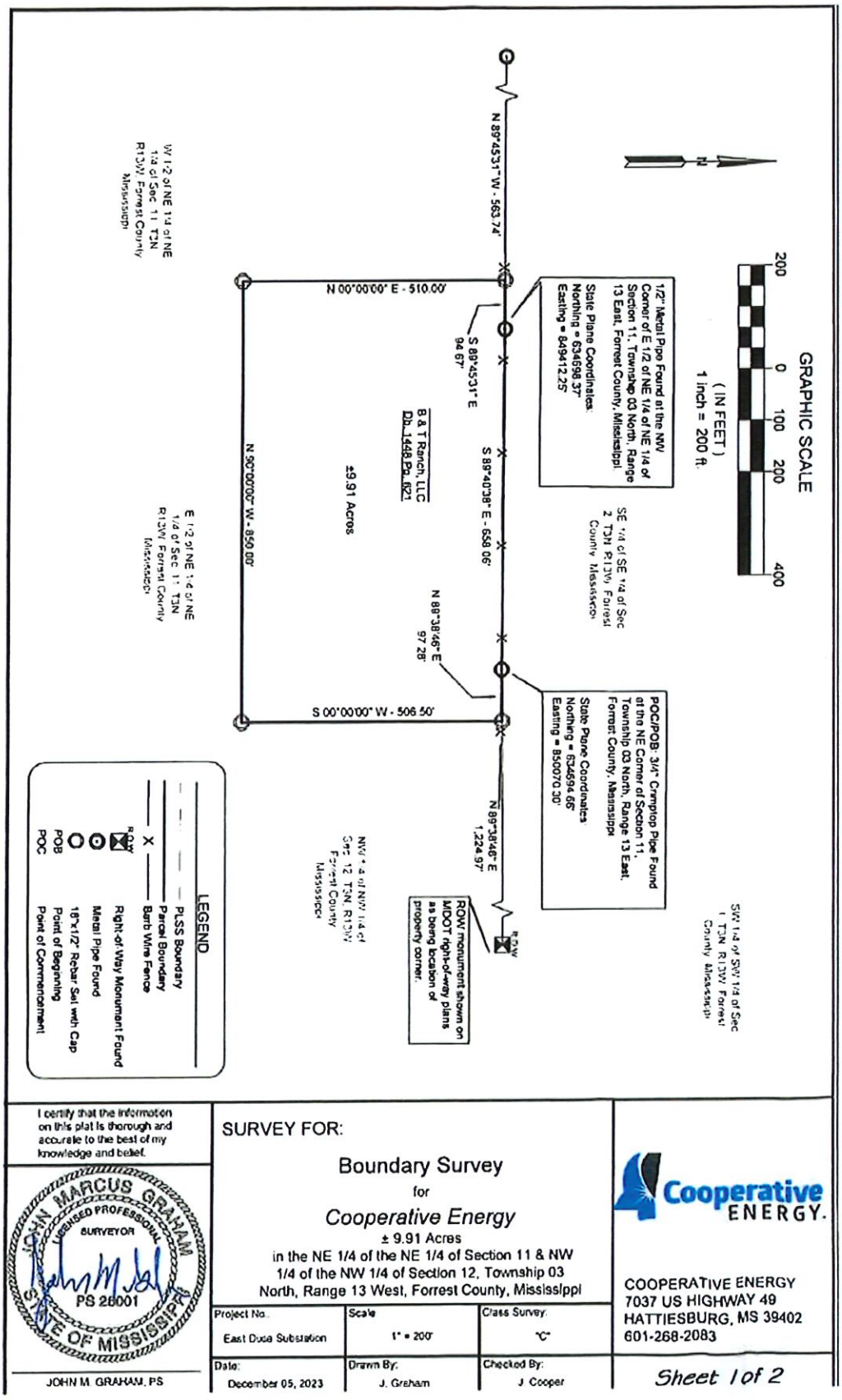
STATE OF MISSISSIPPI NOTARY PUBLIC ID # 96530 RANDY M. WATKINS Commission Expires July 15, 2026 FORREST COUNTY

My Commission Expires:
7/15/2026

EXHIBIT "A"

A parcel located in the NE 1/4 of the NE 1/4 of Section 11 AND the NW 1/4 of the NW 1/4 of Section 12, all in Township 03 North, Range 13 West, Forrest County, Mississippi, more particularly described as:

Based on Mississippi State Plane Coordinate System, NAD 1983 (East Zone) having a convergence angle of -00°13'22" and combined scale factor of 0.999970623487; derived by GPS observations at the Point of Commencement; Commencing at the Point-of-Beginning which is the Northeast Corner of Section 11, Township 3 North, Range 13 West, Forrest County, Mississippi, monumented by a 3/4" Crimp-top Pipe; thence along the north line of the Northwest 1/4 of the Northwest 1/4 of Section 12, run N 89°38'46" E for a distance of 97.28 feet to a 1/2" Iron Pin (COA S-27674); leaving said north line of the Northwest 1/4 of the Northwest 1/4 of Section 12 thence run S 00°00'00" W for a distance of 506.50 feet to a 1/2" Iron Pin (COA S-27674); thence run N 90°00'00" W for a distance of 850.00 feet to a 1/2" Iron Pin (COA S-27674); thence run N 00°00'00" E for a distance of 510.00 feet to a 1/2" Iron Pin (COA S-27674) on the north line of the Northeast 1/4 of the Northeast 1/4 of Section 11; thence run along said north line of the Northeast 1/4 of the Northeast 1/4 of Section 11, S 89°45'31" E for a distance of 94.67 feet to a 1/2" Metal Pipe monumenting the Northwest corner of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of said Section 11; thence continue running along said north line S 89°40'38" E for a distance of 658.06 feet, back to the Point-of-Beginning. Said parcel containing 9.91 acres, more or less.



I certify that the information on this plat is thorough and accurate to the best of my knowledge and belief.

JOHN MARCUS GRAHAM
LICENSED PROFESSIONAL
SURVEYOR
PS 26001
STATE OF MISSISSIPPI

JOHN M. GRAHAM, PS

SURVEY FOR:

Boundary Survey

for

Cooperative Energy

± 9.91 Acres

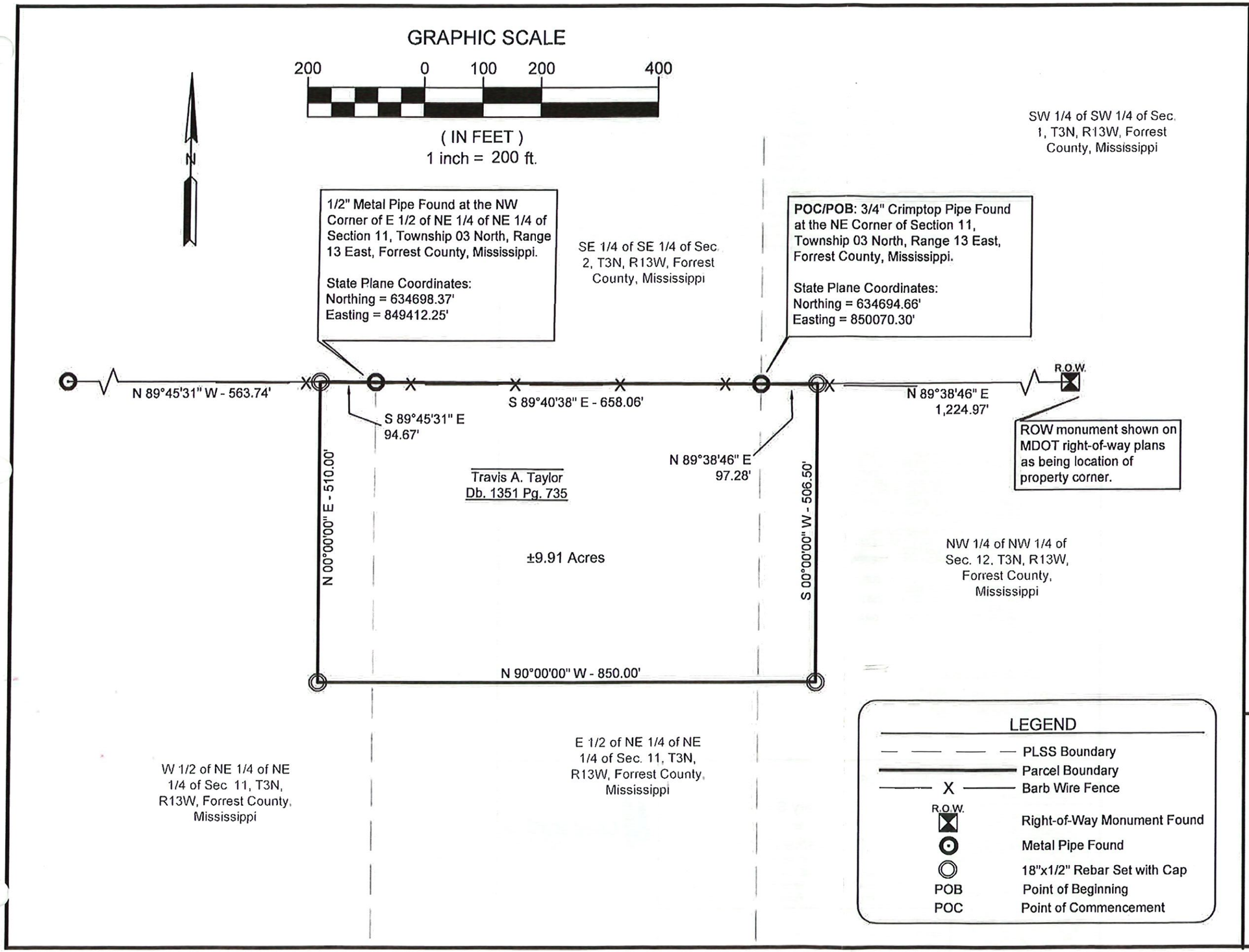
in the NE 1/4 of the NE 1/4 of Section 11 & NW 1/4 of the NW 1/4 of Section 12, Township 03 North, Range 13 West, Forrest County, Mississippi

Project No.:	Scale	Class Survey:
East Duca Substation	1" = 200'	"C"
Date:	Drawn By:	Checked By:
December 05, 2023	J. Graham	J. Cooper

Cooperative ENERGY.

COOPERATIVE ENERGY
7037 US HIGHWAY 49
HATTIESBURG, MS 39402
601-268-2083

Sheet 1 of 2



Cooperative ENERGY

COOPERATIVE ENERGY
7037 US HIGHWAY 49
HATTIESBURG, MS 39402
601-268-2083

Sheet 1 of 2

SURVEY FOR:

Boundary Survey

for

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± 9.91 Acres
in the NE 1/4 of the NE 1/4 of Section 11 & NW 1/4 of the NW 1/4 of Section 12, Township 03 North, Range 13 West, Forrest County, Mississippi

Project No.: East Dixie Substation	Class Survey: "C"
Scale: 1" = 200'	Checked By: J. Cooper
Drawn By: J. Graham	
Date: December 05, 2023	

I certify that the information on this plat is thorough and accurate to the best of my knowledge and belief.

JOHN M. GRAHAM, PS

JOHN MARCUS GRAHAM
LICENSED PROFESSIONAL SURVEYOR
PS 26001
STATE OF MISSISSIPPI

Parcel Description

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NOTES:

1. ALL BEARINGS SHOWN ON THIS PLAT ARE GRID AND ARE REFERENCED TO SET MONUMENTS SHOWN ON THE EAST LINE OF THE PARCEL. THEY ARE BASED ON THE MS STATE PLANE COORDINATE SYSTEM, HORIZONTAL DATUM NAD83 (2011), EAST ZONE, AS DERIVED FROM GPS OBSERVATIONS.
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4. THE EAST PROPERTY LINE IS SUBJECT TO HIGHWAY RIGHT-OF-WAY.
5. DATE OF FIELD SURVEY = 05-25&31-2023; 12-04-2023
6. SWORN CHAIN CARRIERS = J. GRAHAM & D. HOLDER

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BOOK 1351 PAGE 735, MDOT HWY 98 PLANS: FF-F-014-3(11), OWNERSHIP MAPS, USGS QUADS, AERIAL PHOTOS.

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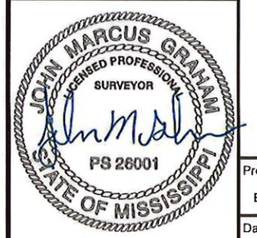

JOHN M. GRAHAM, PS

SURVEY FOR:

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in the NE 1/4 of the NE 1/4 of Section 11 & NW 1/4 of the NW 1/4 of Section 12, Township 03 North, Range 13 West, Forrest County, Mississippi

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East Dixie Substation	1" = 200'	"C"
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December 05, 2023	J. Graham	J. Cooper

Cooperative ENERGY

COOPERATIVE ENERGY
7037 US HIGHWAY 49
HATTIESBURG, MS 39402
601-268-2083

GRAPHIC SCALE

200 0 100 200 400

(IN FEET)
1 inch = 200 ft.

N

LEGEND

- US HWY 98 MDOT ROW
- Pipeline ROW
- PLSS Boundary
- Parcel Boundary
- X Barb Wire Fence
- R.O.W. Right-of-Way Monument Found
- Metal Pipe Found
- 18"x1/2" Rebar Set with Cap
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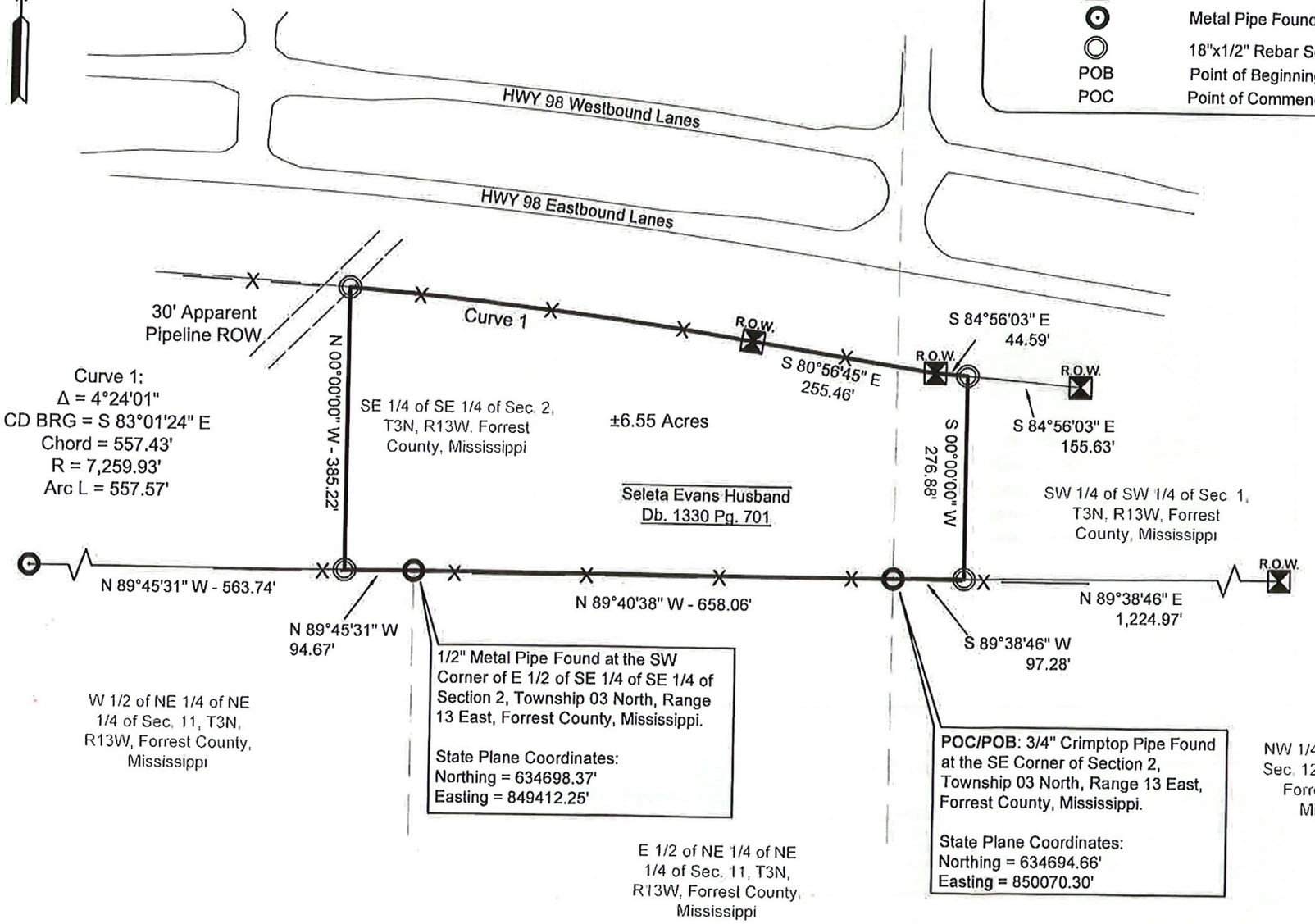

Cooperative ENERGY™

COOPERATIVE ENERGY
7037 US HIGHWAY 49
HATTIESBURG, MS 39402
601-268-2083

Sheet 1 of 2

SURVEY FOR:

Boundary Survey
for
Cooperative Energy
± 6.55 Acres
in the SE 1/4 of the SE 1/4 of Section 2 & SW 1/4 of the SW 1/4 of Section 1, Township 03 North, Range 13 West, Forrest County, Mississippi

Project No.:	East Dixie Substation
Date:	December 05, 2023
Scale:	1" = 200'
Drawn By:	J. Graham
Class Survey:	"C"
Checked By:	J. Cooper

I certify that the information on this plat is thorough and accurate to the best of my knowledge and belief.

JOHN M. GRAHAM, PS

JOHN MARCUS GRAHAM — LICENSED PROFESSIONAL SURVEYOR — PS 26001 — STATE OF MISSISSIPPI

Parcel Description

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5. DATE OF FIELD SURVEY = 05-25&31-2023; 12-04-2023
6. SWORN CHAIN CARRIERS = J. GRAHAM & D. HOLDER

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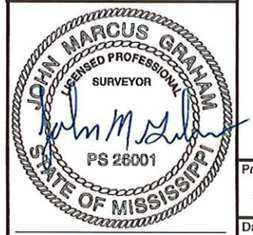

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SURVEY FOR:

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± 6.55 Acres
in the SE 1/4 of the SE 1/4 of Section 2 & SW 1/4 of the SW 1/4 of Section 1, Township 03 North, Range 13 West, Forrest County, Mississippi

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December 05, 2023	J. Graham	J. Cooper

Cooperative ENERGY

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601-268-2083

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LICENSED PROFESSIONAL SURVEYOR
PS 26001
STATE OF MISSISSIPPI

JOHN M. GRAHAM, PS

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December 05, 2023	J. Graham	J. Cooper

Cooperative ENERGY.

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7037 US HIGHWAY 49
HATTIESBURG, MS 39402
601-268-2083

Sheet 1 of 2

This conveyance and the warranty hereof is subject to any environmental condition existing upon the subject property which would cause said property to be in violation of any State and/or Federal Environmental Protection Act.

This conveyance and the warranty hereof is subject to any and all other easements and rights-of-way, whether of record or of use, which affect the real property hereby conveyed.

This conveyance and the warranty hereof is subject to any and all Covenants and Restrictions of record.

All County and State ad valorem taxes for the current year shall be prorated between Grantor and Grantee and paid by Grantee.

The subject Property is not the residence or homestead of the Grantor and does not constitute his homestead.

The Grantor agrees that neither the Grantor, nor any of Grantor's heirs, successors or assigns shall have any right to engage in any drilling, exploration, excavation, mining or other harvesting activities on the above-described property.

WITNESS THE SIGNATURES of the Grantors on this, the 29th day of July, A.D., 2024.

B & T Ranch, LLC
A Mississippi Limited Liability Company

Travis A. Taylor, Member/Manager

Bertha Taylor

Bertha Taylor, Member/Manager

STATE OF MISSISSIPPI
COUNTY OF Forrest

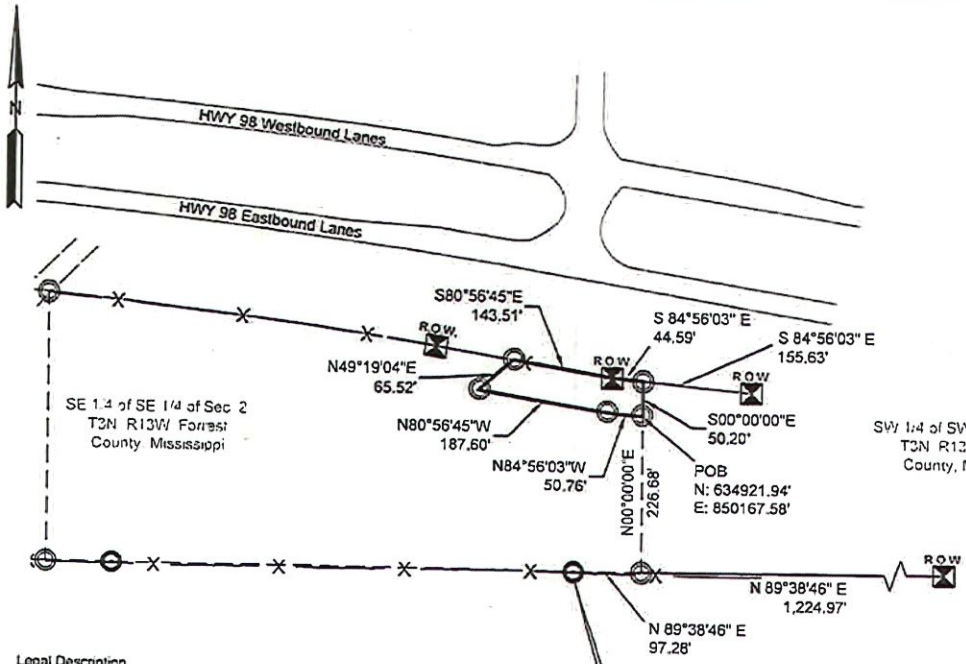
Personally appeared before me, the undersigned authority in and for the said county and state, on this 29th day of July, 2024, within my jurisdiction, the within named **Travis A. Taylor and Bertha Taylor** who acknowledged that they are the Member/Managers of **B & T Ranch, LLC**, a Mississippi Limited Liability Company, and that for and on behalf of the said company, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said company to do so.

Randy M. Watkins

NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 96530 RANDY M. WATKINS Commission Expires July 15, 2026 FORREST COUNTY

My Commission Expires:
7/15/2026



LEGEND

- US HWY 98 MDOT ROW
- Pipeline ROW
- PLSS Boundary
- Parcel Boundary
- Barb Wire Fence
- ROW Right-of-Way Monument Found
- Metal Pipe Found
- 18"x1/2" Rebar Set with Cap
- POB Point of Beginning
- POC Point of Commencement

Legal Description

A parcel being located in the Southwest 1/4 of the Southwest 1/4 of Section 1 AND the Southeast 1/4 of the Southeast 1/4 of Section 2, Township 3 North, Range 13 West, Forrest County, Mississippi, having bearings based upon the Mississippi State Plane Coordinate System, Zone East, NAD 1983, with a scale factor of 0.9999705936, a convergence angle of -00°13'21", being referenced from the POINT OF BEGINNING, and being more particularly described as follows:

COMMENCE at the Southeast Corner of Section 2, Township 3 North, Range 13 East, Forrest County, Mississippi, monumented by a 3/4" Crimptop Pipe; thence run N89°38'46"E for 97.28 feet to a 1/2" Capped Rebar (S-27674); thence run North for 226.68 feet to a 1/2" Capped Rebar (S-27674) for the POINT OF BEGINNING; thence run N84°56'03"W for 50.76 feet to a 1/2" Capped Rebar (S-27674); thence run N80°56'45"W for 187.60 feet to a 1/2" Capped Rebar (S-27674); thence run N49°19'04"E for 65.52 feet to a 1/2" Capped Rebar (S-27674) on the southerly Right-of-Way of US Highway 98; thence along the said southerly Right-of-Way for the next two calls: run S80°56'45"E for 143.51 feet to a 6"X6" Right-of-Way monument; thence run S84°56'03"E for 44.59 feet to a 1/2" Capped Rebar (S-27674); thence leaving said southerly Right-of-Way, run South for 50.20 feet back to the POINT OF BEGINNING. Said parcel contains 0.245 acres, more or less.

POC: 3/4" Crimptop Pipe Found at the SE Corner of Section 2, Township 03 North, Range 13 East, Forrest County, Mississippi.

State Plane Coordinates:
Northing = 634694.66'
Easting = 850070.30'

GRAPHIC SCALE

200 0 100 200

(IN FEET)
1 inch = 200 ft.

STATE PLANE DATA

STATE PLANE ZONE:	MS East - 2301
DATUM:	NAD 1983
SCALE FACTOR:	0.9999705936
CONVERGENCE ANGLE:	-00°13'21"
REFERENCE POINT:	Point of Beginning

NOTES:

1. NO RECORD SEARCH FOR EASEMENTS WAS CONDUCTED.
2. THE NORTH EASEMENT LINE IS SUBJECT TO HIGHWAY RIGHT-OF-WAY.
3. DATE OF FIELD SURVEY = 07-03-2024.
4. SURVEYD BY JOHN M. GRAHAM, PLS-26001.

REFERENCE MATERIAL:

BOOK 1351 PAGE 735, OWNERSHIP
MAPS, USGS QUADS, AERIAL PHOTOS.

Cooperative ENERGY.

COOPERATIVE ENERGY
7037 US HIGHWAY 49
HATTIESBURG, MS 39402
601-268-2083

Sheet 1 of 1

SURVEY FOR:

50-Feet-Wide Easement Survey

± 0.245 Acres
in the SE 1/4 of the SE 1/4 of Section 2 & SW 1/4 of the SW 1/4 of Section 1, Township 03 North, Range 13 West, Forrest County, Mississippi

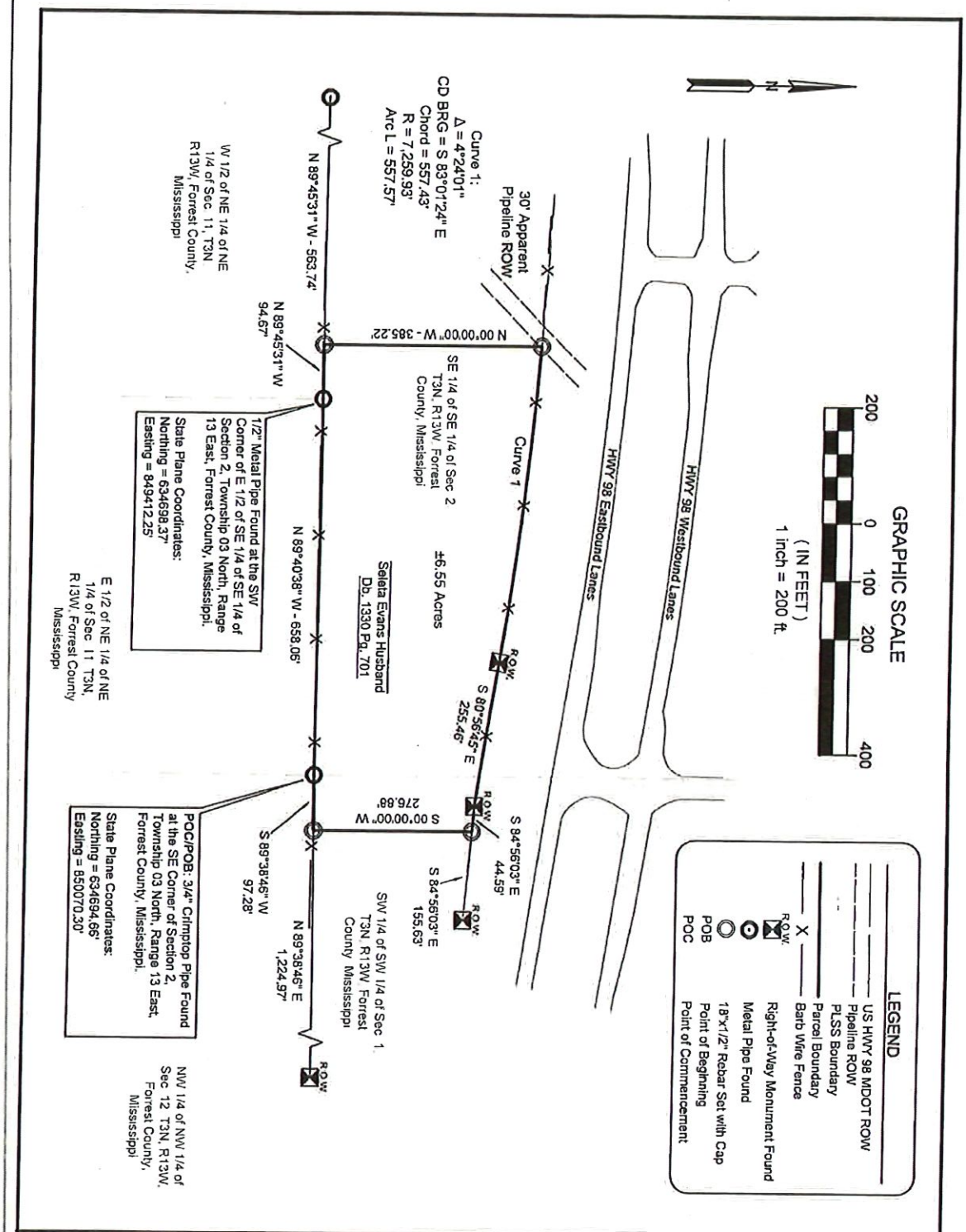
Project No.: East Dixie Substation	Scale: 1" = 200'	Class Survey: "C"	Checked By: S. McCain
Date: July 03, 2024	Drawn By: J. Graham		

I certify that the information on this plat is thorough and accurate to the best of my knowledge and belief.

JOHN M. GRAHAM, PS

JOHN MARCUS GRAHAM LICENSED PROFESSIONAL SURVEYOR PS 26001 STATE OF MISSISSIPPI

EXHIBIT "B"



I certify that the information on this plat is thorough and accurate to the best of my knowledge and belief.

JOHN MARCUS GRAHAM
LICENSED PROFESSIONAL SURVEYOR
PS 26001
STATE OF MISSISSIPPI

JOHN M. GRAHAM, PS

SURVEY FOR:

Boundary Survey

for

Cooperative Energy

± 6.55 Acres

in the SE 1/4 of the SE 1/4 of Section 2 & SW 1/4 of the SW 1/4 of Section 1, Township 03 North, Range 13 West, Forrest County, Mississippi

Project No.:	Scale:	Class Survey:
East Dixie Substation	1" = 200'	"C"
Date:	**Drawn By:**	**Checked By:**
December 05, 2023	J. Graham	J. Cooper

Cooperative ENERGY

COOPERATIVE ENERGY
7037 US HIGHWAY 49
HATTIESBURG, MS 39402
601-268-2083

Sheet 1 of 2

EXHIBIT "A"

Michael Chaney

Michael Chaney

STATE OF MS
COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this 27th day of Sept., 2024, the within named **Michael Chaney** who acknowledged that he/she executed the foregoing instrument on the day and year therein mentioned.

STATE OF MISSISSIPPI
TOYA BUSBY
NOTARY PUBLIC
ID No. 122769
My Comm. Expires
Jan. 25, 2026
FORREST COUNTY

Toya Busby

NOTARY PUBLIC

Alvenia Renee Chaney

Alvenia Renee Chaney

STATE OF Oregon
COUNTY OF Lane

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30th day of September, 2024, the within named **Alvenia Renee Chaney** who acknowledged that ~~he~~/she executed the foregoing instrument on the day and year therein mentioned. ALH

OFFICIAL STAMP
ANTHONY LYNN HAMMOCK
NOTARY PUBLIC - OREGON
COMMISSION NO. 1044966
MY COMMISSION EXPIRES FEBRUARY 13, 2028

NOTARY PUBLIC

Lula Mae Chaney

Lula Mae Chaney

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2024, the within named **Lula Mae Chaney** who acknowledged that he/she executed the foregoing instrument on the day and year therein mentioned.

see attached
for notarial stamp

_____

NOTARY PUBLIC

LEWIS FITZGERALD FAIRLEY, JR.
521 Woodridge Drive
Atlanta, GA 30339
404-218-4489

MICHAEL CHANEY
131 Hinton Drive
Hattiesburg, MS 39401
601-543-7454

SHERRY ANN CHANEY
P.O. Box 1771
Hattiesburg, MS 39403
601-310-3725

does hereby, sell, convey, bargain, and warrant to:

COOPERATIVE ENERGY
P.O. Box 15849
Hattiesburg, MS 39404-5849
601-268-2083

the following described real property, with all improvements thereon, lying and being situated in the County of FORREST, State of Mississippi, more particularly and certainly described as follows:

SEE ATTACHED EXHIBIT "A"

This conveyance is subject to any and all prior and outstanding leases, exceptions, reservation and/or conveyances of oil, gas and/or other minerals and any geothermal energy resources lying in, on and under the above-described real property; however, the Grantor herein does hereby except and reserve any and all oil, gas and other minerals and any geothermal resources currently owned by them in, on and under the above-described real property, excluding sand and gravel.

The Grantor agrees that neither the Grantor, nor any of Grantor's heirs, successors or assigns shall have any right to engage in any drilling, exploration, excavation, mining or other harvesting activities on the surface of the above-described property. This provision will not affect execution of the standard oil, gas, and mineral leases by the Grantors provided the leases expressively provide that there will be no contact or interference with any of Cooperative Energy improvements or activities on the surface of the property or affect its use of the property in any way.

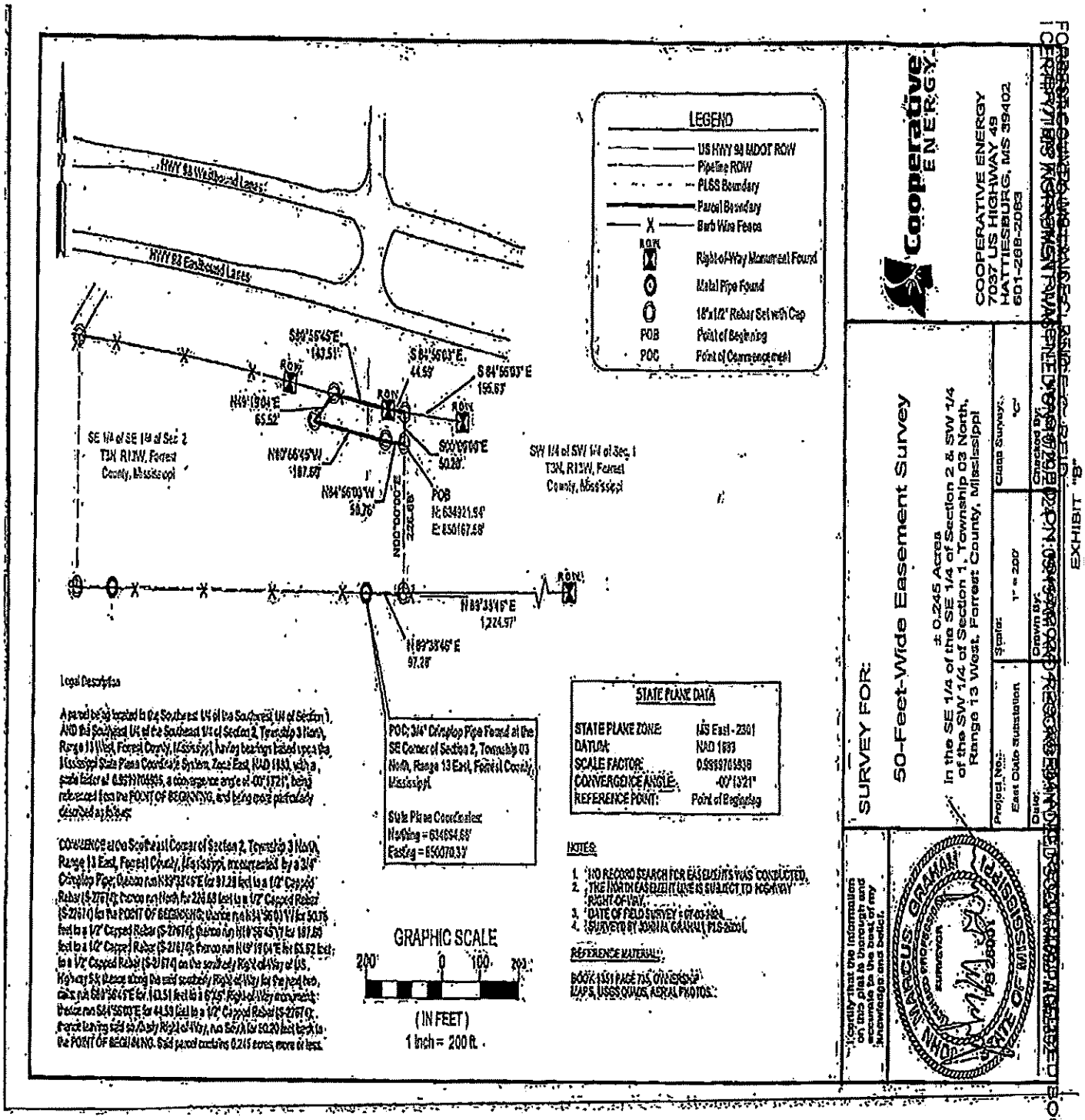
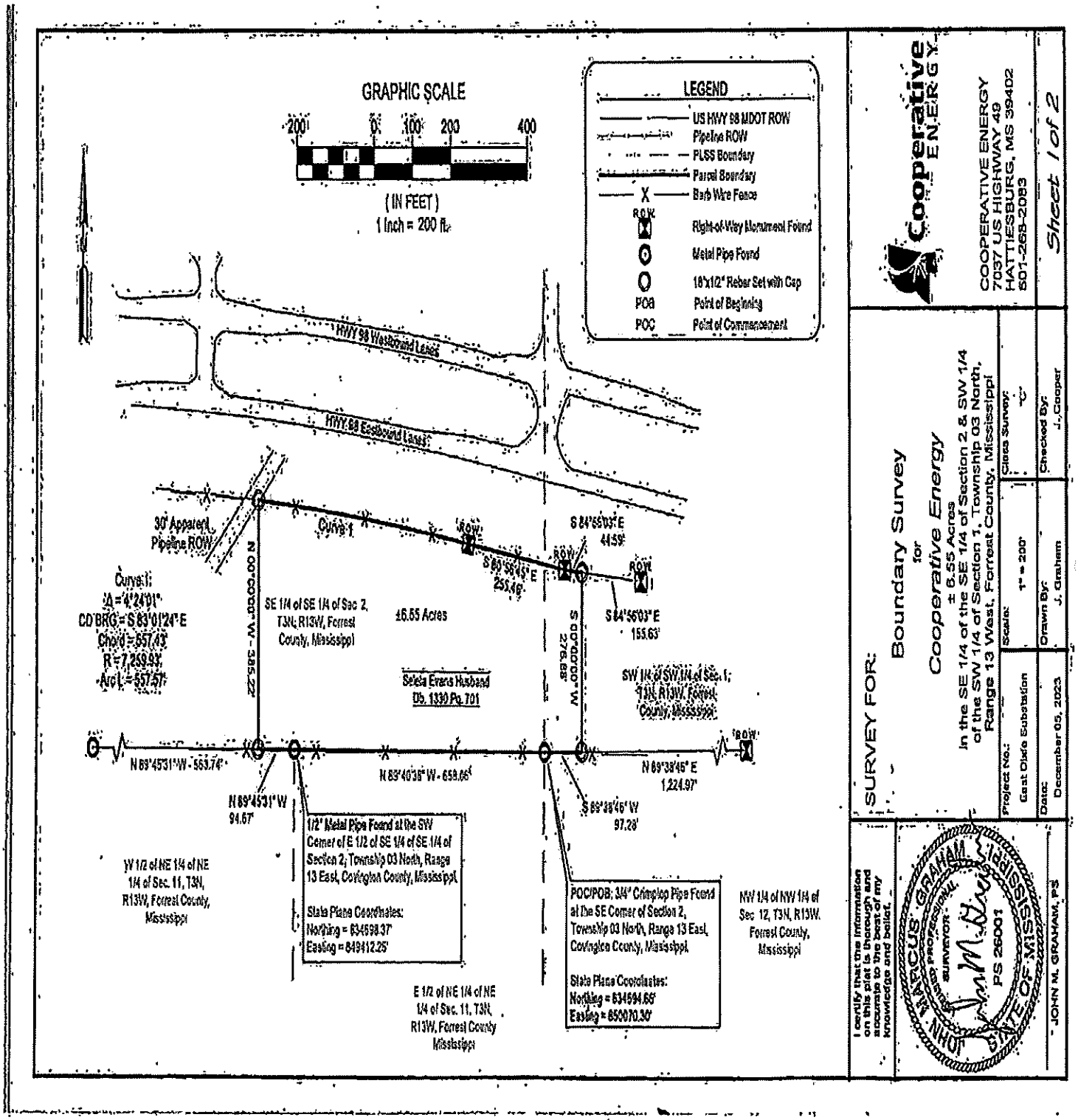

LEGEND
US HWY 98 MDOT ROW
Pipeline ROW
PLSS Boundary
Parcel Boundary
Barb Wire Fence
Right-of-Way Monument Found
Metal Pipe Found
5/8"x18" Rebar Set with Cap
POB Point of Beginning
POC Point of Commencement
HWY 98 Westbound Lanes
HWY 98 Eastbound Lanes
SE 1/4 of SE 1/4 of Sec. 2 T3N, R13W, Forrest County, Mississippi
SW 1/4 of SW 1/4 of Sec. 1 T3N, R13W, Forrest County, Mississippi
S89°35'45"E 140.51'
S 84°56'03"E 44.59'
S 84°56'03" E 155.65'
N49°19'04"E 65.52'
N89°06'45"W 187.69'
S00°00'00"E 50.28'
N84°56'03"W 58.76'
POB N: 634921.58' E: 850167.58'
30.00' ROW
2226.68'
N 89°35'45" E 1,224.57'
N 89°35'45" E 97.28'
POC: 3/4" Diaphop Pipe Found at the SE Corner of Section 2, Township 03 North, Range 13 East, Forrest County, Mississippi.
State Plane Coordinates:
Northing = 634654.68'
Easting = 850070.37'
GRAPHIC SCALE
200' 0 100' 200'
(IN FEET)
1 inch = 200 ft.
STATE PLANE DATA
STATE PLANE ZONE: MS East - 2301
DATUM: NAD 1983
SCALE FACTOR: 0.99997705938
CONVERGENCE ANGLE: -0°13'21"
REFERENCE POINT: Point of Beginning
NOTES:
1. NO RECORD SEARCH FOR EASEMENTS WAS CONDUCTED.
2. THE NORTH EASEMENT LINE IS SUBJECT TO HIGHWAY RIGHT-OF-WAY.
3. DATE OF FIELD SURVEY: 9/16/2024
4. SURVEYED BY JOSHUA GRAHAM, PLS #####
REFERENCE MATERIAL:
BOOK 1551 PAGE 715 OR RECORDS
USPS, USGS QUADS, AERIAL PHOTOS.
Legal Description
A parcel being located in the Southeast 1/4 of the Southeast 1/4 of Section 1, AND the Southwest 1/4 of the Southeast 1/4 of Section 2, Township 3 North, Range 13 West, Forrest County, Mississippi, having bearings based upon the Mississippi State Plane Coordinate System, East Zone, (NAD 1983), with a grid factor of 0.99997705938, a convergence angle of -00°13'21", being referenced from the POINT OF BEGINNING, and being more particularly described as follows:
COMMENCE at the Southeast Corner of Section 2, Township 3 North, Range 13 East, Forrest County, Mississippi, monumented by a 3/4" Diaphop Pipe; thence run N89°35'45"E for 97.28 feet to a 1/2" Capped Rebar (S-2767) (Corner run North for 2226.68 feet to a 1/2" Capped Rebar (S-2767) for the POINT OF BEGINNING); thence run N84°56'03"W for 50.76 feet to a 1/2" Capped Rebar (S-2767); thence run N89°06'45"W for 187.69 feet to a 1/2" Capped Rebar (S-2767); thence run N49°19'04"E for 65.52 feet to a 1/2" Capped Rebar (S-2767) on the southerly Right-of-Way of U.S. Highway 98, thence along the said southerly Right-of-Way for the next two, (2) calls run S84°56'03"E for 110.31 feet to a 5/8" Right-of-Way monument; thence run S84°56'03"E for 44.59 feet to a 1/2" Capped Rebar (S-2767); thence leaving said southerly Right-of-Way, run S00°00'00"E for 50.28 feet back to the POINT OF BEGINNING. Said parcel contains 0.245 acres, more or less.
Cooperative Energy
COOPERATIVE ENERGY
7037 US HIGHWAY 49
HATTIESBURG, MS 39402
601-268-2083
SURVEY FOR:
50-Feet-Wide Easement Survey
± 0.245 Acres
in the SE 1/4 of the SW 1/4 of Section 2 & SW 1/4 of the SW 1/4 of Section 1, Township 03 North, Range 13 West, Forrest County, Mississippi
Project No.:
East Cato Substation
Drawn By:
Scale: 1" = 200'
Date: 10/29/2024
Checked By:
I certify that the information on this plat is thorough and accurate to the best of my knowledge and belief.
JOSHUA GRAHAM
LICENSED PROFESSIONAL SURVEYOR
STATE OF MISSISSIPPI
EXHIBIT "B"
BOOK:1458 PAGE:

Exhibit B

Book 1459 Page 401
Instrument# 869691
DEED 10/29/2024 11:09:15 AM



Cooperative ENERGY

COOPERATIVE ENERGY
7037 US HIGHWAY 49
HATTIESBURG, MS 39402
601-268-2083

Sheet 1 of 2

SURVEY FOR:
Cooperative Energy

Boundary Survey
for
Cooperative Energy
± 6.55 Acres
In the SE 1/4 of the SE 1/4 of Section 2 & SW 1/4 of the SW 1/4 of Section 1, Township 03 North, Range 13 West, Forrest County, Mississippi

Project No.:	Class Survey: C
East Dixie Substation	Scale: 1" = 200'
Date: December 05, 2023	Drawn By: J. Graham
	Checked By: J. Cooper

I certify that the information on this plat is through and accurate to the best of my knowledge and belief.

JOHN M. GRAHAM, PS

EXHIBIT

Book 1459 Page 399
Instrument# 869691
DEED 10/29/2024 11:09:15 AM

Martha Evans Phillips

Martha Evans Phillips

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2024, the within named **Martha Evans Phillips** who acknowledged that he/she executed the foregoing instrument on the day and year therein mentioned.

_____
NOTARY PUBLIC

See attached

Book 1459 Page 397
Instrument# 869691
DEED 10/29/2024 11:09:15 AM

Rinsey Evans McSwain
Rinsey Evans McSwain

STATE OF Mississippi
COUNTY OF Jones

Personally appeared before me, the undersigned authority in and for the said county and state, on this 20th day of September, 2024, the within named **Rinsey Evans McSwain** who acknowledged that he/she executed the foregoing instrument on the day and year therein mentioned.

B. Gail Pipkins
NOTARY PUBLIC

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 314641
B. GAIL PIPKINS
Commission Expires
April 20, 2026
JONES COUNTY

Book 1459 Page 395
Instrument# 869691
DEED 10/29/2024 11:09:15 AM

George Duncan

STATE OF MS
COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this 20th day of September, 2024, the within named **George Duncan** who acknowledged that he/she executed the foregoing instrument on the day and year therein mentioned.

NOTARY PUBLIC

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 122304
PHYLLIS ANN BENNETT
Commission Expires
March 29, 2026
LAMAR COUNTY

Book 1459 Page 393
Instrument# 869691
DEED 10/29/2024 11:09:15 AM

RINSEY EVANS McSWAIN
52 Corner Oaks
Hattiesburg, MS 39042
601-477-5595

CASSANDRA EVANS BRAYE
302 Yorkshire Lane
Port Neshes, TX 77651
409-727-8680

MARTHA EVANS PHILLIPS
421 Pinedale Avenue
Sacramento, CA 95838
916-991-2404

does hereby, sell, convey, bargain, and warrant to:

COOPERATIVE ENERGY
P.O. Box 15849
Hattiesburg, MS 39404-5849
601-268-2083

the following described real property, with all improvements thereon, lying and being situated in the County of FORREST, State of Mississippi, more particularly and certainly described as follows:

SEE ATTACHED EXHIBIT "A"

This conveyance is subject to any and all prior and outstanding leases, exceptions, reservation and/or conveyances of oil, gas and/or other minerals and any geothermal energy resources lying in, on and under the above-described real property; however, the Grantor herein does hereby except and reserve any and all oil, gas and other minerals and any geothermal resources currently owned by them in, on and under the above-described real property, excluding sand and gravel.

The Grantor agrees that neither the Grantor, nor any of Grantor's heirs, successors or assigns shall have any right to engage in any drilling, exploration, excavation, mining or other harvesting activities on the surface of the above-described property. This provision will not affect execution of the standard oil, gas, and mineral leases by the Grantors provided the leases expressively provide that there will be no contact or interference with any of Cooperative Energy improvements or activities on the surface of the property or affect its use of the property in any way.

This conveyance is subject to any easements and rights-of-way, whether of record or of use. This conveyance is subject to any public utilities as presently laid out, constructed or in use; and also subject to any private easements, covenants, and restrictions.

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Wiley Quinn, Urban Development Director**

cc: **Ann Jones, Chief Administrative Officer**

Date: **Tuesday, March 4, 2025**

Re: **Accept the Board of Adjustment's recommendation of approval for a variance request from the maximum front yard fence height requirement of 4ft (LDC 7.9.8.6) to instead allow for 8ft fence for a proposed substation made by Cooperative Energy, Property Owner/Applicant, for an A-2 zoned property located at 1519 US Hwy 98-E (PPIN 5467, 5523, 27622 & 27656, Ward 5, Forrest County).**
File Number: 2025-161
Minute Book #

Summary

Recommendation Statement
The Board of Adjustments recommended approval.

Please place this on the March 4, 2025 City Council meeting for consideration.

February 2025 BOA Item: A
Fence Height Variance
Cooperative Energy, Property Owner/Applicant, Jeremy Scruggs, Representative, Alex Price, Representative, Joel Ford, Engineer, and Donald E. Hinton, Jr., Representative

URBAN DEVELOPMENT
PLANNING DIVISION

Board of Adjustment
Case Fact Sheet

Names of Petitioner: Cooperative Energy, Property Owner/Applicant, Jeremy Scruggs, Representative, Alex Price, Representative, Joel Ford, Engineer, and Donald E. Hinton, Jr., Representative

Address of Property:	**Tax Parcels**	**PPIN:**	**Ward:**
1519 US HWY 98-E	1-049 -11-001.00	5467	5
	1-049 -12-009.00	5523	
	2-049G-01-003.00	27622	
	2-049F-02-006.00	27656	

Request: Fence Height Variance

Purpose of Request: Cooperative Energy Property Owner/Applicant, Jeremy Scruggs, Representative, Alex Price, Representative, Joel Ford, Engineer, and Donald E. Hinton, Jr., Representative, request a variance from the maximum front yard fence height requirement of 4ft (LDC 7.9.8.6) to instead allow for 8ft fence for a proposed substation for an A-2 zoned property located at 1519 US Hwy 98-E (PPIN 5467, 5523, 27622 & 27656, Ward 5, Forrest County).

History / Background: The applicants met with staff in November of 2024 in a Site Plan Review meeting to discuss the construction of a new substation for the electric companies. Staff reviewed the design standards required by the Land Development Code and the requirements for fencing. The applicants informed the Site Plan Review Committee that substation regulations require a certain fence height for public safety. The LDC requires fences in front yards to be 4ft maximum and side and rear fences to have a height maximum of 8ft.

February 2025 BOA Item: A
Fence Height Variance
Cooperative Energy, Property Owner/Applicant, Jeremy Scruggs, Representative, Alex Price, Representative, Joel Ford, Engineer, and Donald E. Hinton, Jr., Representative

Applicant Summary: See Attached

Applicable Regulations:

SECTION 7 **Table 7.1 Design Standards**

7.9.8.6. The maximum height of fences and walls shall be four feet above grade when located in a front yard. Otherwise the maximum height of a fence is eight feet.

Present Zoning: A-2 (Agricultural Residential)

Present Use: Vacant / Unimproved

Future Land Use: Regional Business Corridor

Surrounding Zoning and Land Use:
North: I-2 (Heavy Industrial)
South: Outside City Limits
East: A-2 (Agricultural Residential)
West: A-2 (Agricultural Residential)

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications regarding this case as of finalizing this report.

Option: Recommend **approval or denial** of the variance from the maximum front yard fence height requirement of 4ft (LDC 7.9.8.6) to instead allow for 8ft fence for a proposed substation for an A-2 zoned property located at 1519 US Hwy 98-E (PPIN 5467, 5523, 27622 & 27656, Ward 5, Forrest County).

Basis for Approval (12.4.1.1):

Approval Criteria. A variance is not a right, but a privilege that property owners meeting the following criteria may

request. These criteria are to be used to consider all variance requests. It shall be the burden of the applicant to prove that the request meets these criteria:

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.

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.

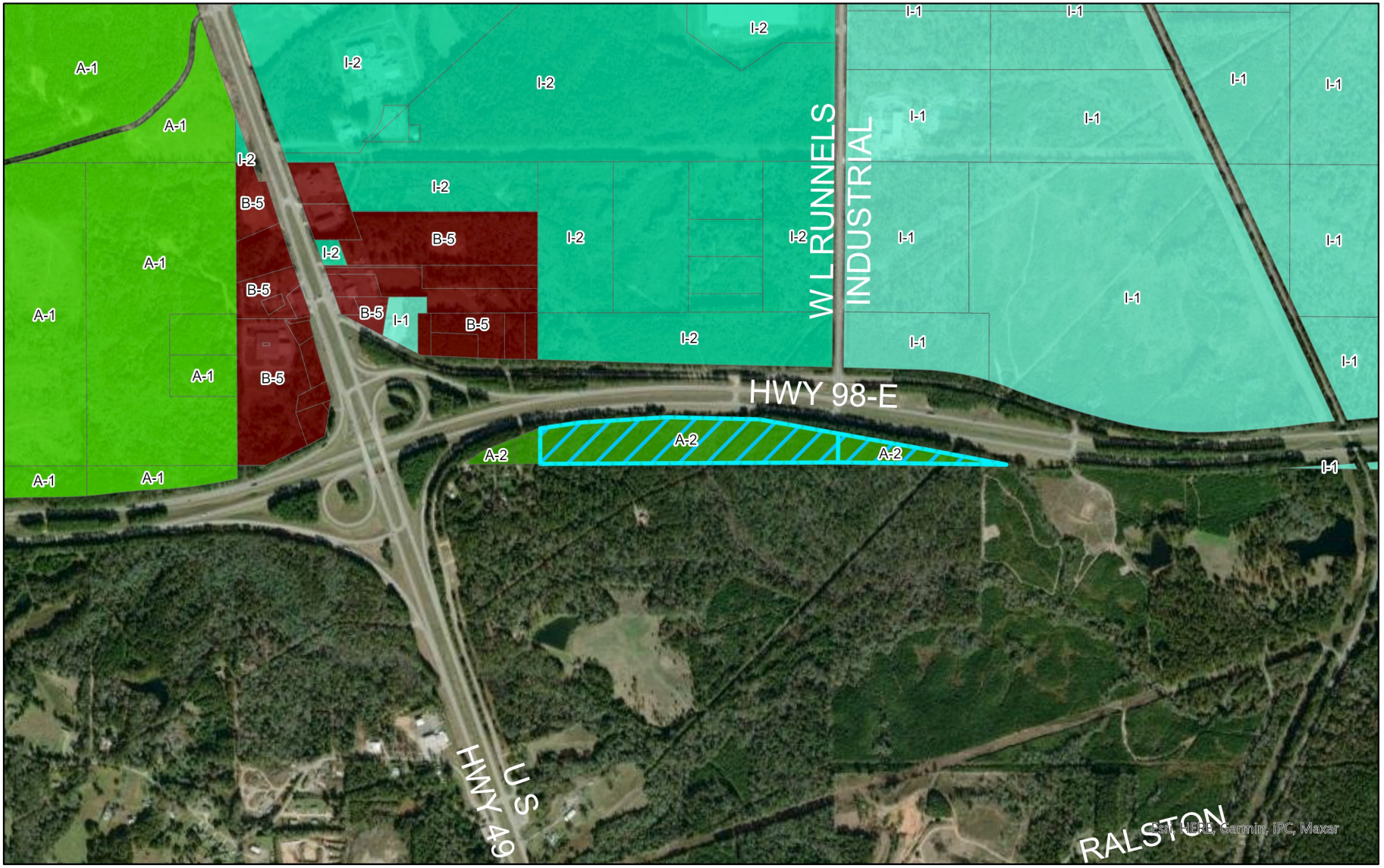
VI. Conformance with the Purposes of this Code. The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.

SUBJECT PARCEL

1519 US Hwy 98-E — Variance Requests

Cooperative Energy Property Owner/Applicant, Jeremy Scruggs, Representative, Alex Price, Representative, Joel Ford, Engineer, and Donald E. Hinton, Jr., Representative, request a variance from the maximum front yard fence height requirement of 4ft (LDC 7.9.8.6) to instead allow for 8ft fence for a proposed substation for an A-2 zoned property located at 1519 US Hwy 98-E (PPIN 5467, 5523, 27622 & 27656, Ward 5, Forrest County).

BOA Item: A



Zoning Map

- Subject Property
- A-1
- A-2
- B-5
- I-1
- I-2

Conditional Use and Variance Requests
Cooperative Energy
1519 US HWY 98-E
PPIN: 5467, 5523, 27622, 27656
Flood Zone: X
Ward 5, Forrest County

0 3,000 Feet

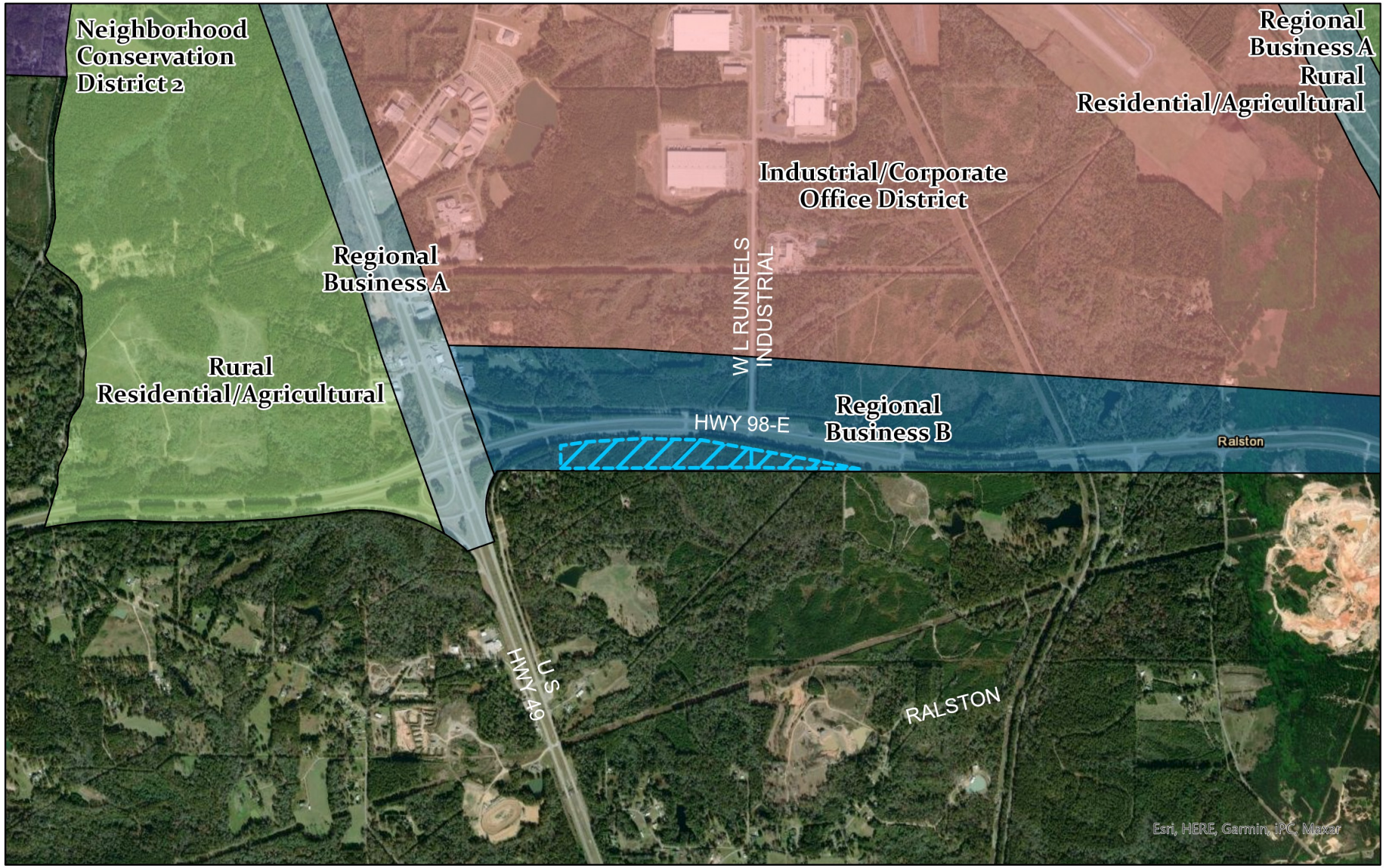
N

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°16'W 31°14'43"N

DISCLAIMER: This map is ONLY FOR REFERENCE. There is NO WARRANTY of the accuracy of data.
This information CANNOT be used as a substitute for legal, business, tax or other professional advice.
Map Exported on: 1/13/2025 2:28 PM

BOA Item: A



Future Land Use Map

- Industrial/Corporate Office District
- Neighborhood Conservation District 2
- Regional Business A
- Regional Business B
- Rural Residential/Agricultural
- Subject Property

Conditional Use and Variance Requests
Cooperative Energy
1519 US HWY 98-E
PPIN: 5467, 5523, 27622, 27656
Flood Zone: X
Ward 5, Forrest County

N

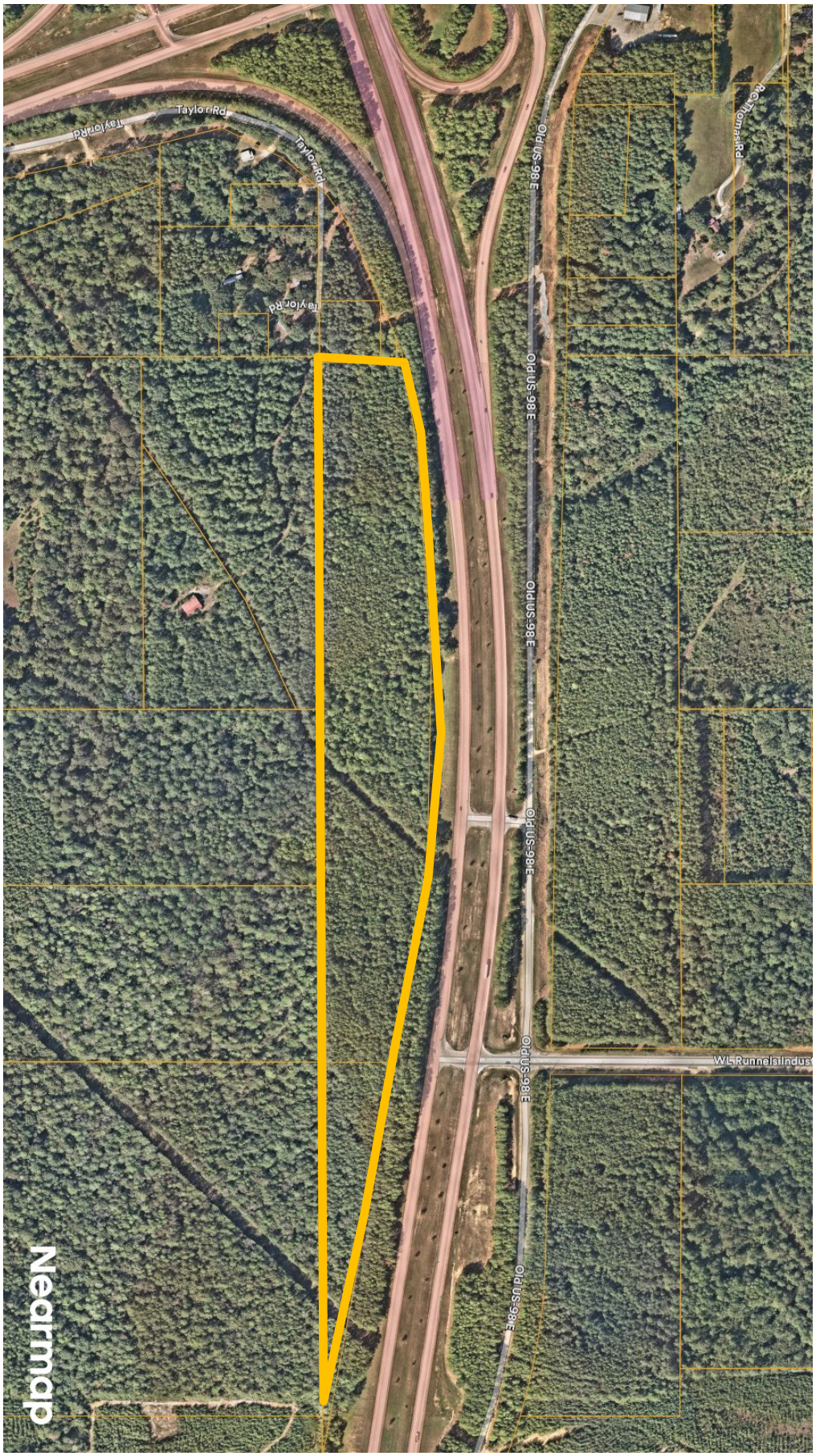
0 1,000 2,000 Feet

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°15'55"W 31°14'45"N

DISCLAIMER: This map is ONLY FOR REFERENCE. There is NO WARRANTY of the accuracy of data. This information CANNOT be used as a substitute for legal, business, tax or other professional advice.
Map Exported on: 1/13/2025 2:31 PM

Site Aerial


Taylor Rd
Taylor Rd
Taylor Rd
Taylor Rd
Old US-98 E
Old US-98 E
Old US-98 E
Old US-98 E
Old US-98 E
Old US-98 E
Nearmap

Surrounding Area

Vari-1224-0012

URBAN DEVELOPMENT
PLANNING DIVISION

Public Hearing Application

P.O. BOX 1898 (200 Forrest Street/39401)
Hattiesburg, MS 39403-1898
Department of Urban Development
(601) 545-4599 or FAX (601) 545-1962

APPLICANT:

Applicant Name: Cooperative Energy
Project Name: East Dixie Electrical Substation
Proposed Use(s): Electrical Substation
Project Street Address: 1519 U.S. Highway 98 East Hattiesburg, MS
PPIN Number(s) (if unknown, can be found on tax receipt): 5467, 5523, 27622, & 27656

PLEASE BE SURE TO FILL OUT PP. 1-5 AND SEE FEES ON P. 6

Application for (check all appropriate types):

☒ Variance (see below)
☐ Subdividing of Lot, Parcel, or Tract (see p. 12)
☐ Street or Alley Renaming (see pp. 13-14)
☐ Vacating Street or Alley (see pp. 13-14)
☒ Conditional Use (see below)
☐ Re-Zoning (see below)
☐ Overlay District
☐ Planned Mixed-Use District

For Variance Only (check all appropriate variance types), see pp. 7 & 8:

☐ Sign ☐ Setback (front, side, or rear _____) ☐ Off-Site Parking
☐ Lot Width ☐ Lot Coverage Area ☐ Buffer ☐ Open Space ☒ Other: Fence Height

For Conditional Use Permit Only (check applicable type), see pp. 9 & 10:

☐ Automotive Filling Station
☐ Digital Billboard, New
☐ Restaurant ☐ Solar Farm ☒ Other: Stone surfacing instead of hard surfacing
☐ Telecommunications
☐ Digital Billboard, Replacement

For Re-Zoning Only, see p. 11:

Existing Zoning: _____
Proposed Zoning: _____

STAFF USE ONLY – Do Not Complete:

Pre-Application Date: _____ Planner: _____
Parcel Number(s): _____ Historic District(s): _____
Flood Zone(s): _____ Zoning Districts(s): _____
Project No.: _____

Code Sections:
LDC Section No. _____
Section No. _____
Section No. _____
Section No. _____
Section No. _____

RECIVED DATE & INITIALS:

OWNER AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **OWNER(s)** of the subject property located at

1519 U.S. Highway 98 East	Hattiesburg,	MS
Street Address	**City**	**State** on this

the 11th day of December, 2024.

In the matter of this request, the property owner further authorizes the following named person(s) to represent them at the public hearing on this petition.
Jeremy Scruggs, Alex Price, Joel Ford, and Donald E. Hinton, Jr.
on this the 11th day of December, 2024.

Donald E. Hinton, Jr. for Cooperative Energy

Property Owner (print)

Property Owner (signature)

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally came and appeared before me, the within named Donald E. Hinton, Jr. on behalf of Cooperative Energy who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Public Hearing Application.
GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 11th day of December, 2024.

Cathy B. Connell

NOTARY PUBLIC

My Commission Expires:
2-17-2028

★ STATE OF MISSISSIPPI ★
CATHY B. CONNELL, NOTARY PUBLIC
LAMAR COUNTY
MY COMMISSION EXPIRES FEBRUARY 17, 2028
COMMISSION NUMBER 188870

APPLICANT AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE **APPLICANT** OF THIS PETITION, ONLY IF DIFFERENT FROM THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **APPLICANT(s)** of the subject property located at

1519 U.S. Highway 98 East	Hattiesburg	MS
Street Address	**City**	**State** on this

the 11th day of December, 2024

Alex Price for Cooperative Energy

Applicant (print)

Applicant (signature)

STATE OF Mississippi

COUNTY OF Forrest

Personally came and appeared before me, the within named Alex Price, who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 11th day of December, 2024.

Melissa Kelly

NOTARY PUBLIC

My Commission Expires:
June 29, 2026

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 325197 MELISSA KELLY Commission Expires June 29, 2026 FORREST COUNTY

FOR VARIANCE APPLICANTS:

The Board of Adjustment has the responsibility to hear and make recommendation on requests for variances to the requirements of this Code (per Section 11.4). **Section 12.4.1** Variances are departures from the standards of the Land Development Code, except land use, which will not be contrary to the public interest and where, owing to conditions peculiar to the property and not as a result of the action of the applicant, a literal enforcement of this Code would result in unnecessary and undue hardship.

The following conditions must be met before a variance can be recommended.

Approval Criteria.

A variance is not a right, but a privilege that property owners meeting the following criteria may request. These criteria are to be used to consider all variance requests. It shall be the burden of the applicant to prove that the request meets these criteria. Use this worksheet or format your own to demonstrate the following criteria.

1. **Hardship.** (a) the hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant. (b) 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.

Due to the specific safety requirements for substations, we are unable to construct a fence at the four (4) foot height, as it does not comply with the safety standards necessary for protecting the public and securing the facility.
The primary means of ensuring public safety at substations is through proper enclosure, and the current design requires the installation of an eight (8) foot fence height to meet the guidelines outlined in the *Design Guide for Rural Substations* by the United States Department of Agriculture Rural Utilities Service (RUS). This height recommendation is crucial for preventing unauthorized access and ensuring the safety of both the public and our personnel.
The National Electrical Safety Code (NESC) Section 11.110.A.1 mandates that areas containing electric supply equipment and/or conductors must be enclosed with a barrier, such as fences, screens, partitions, or walls, to prevent unauthorized entry and interference. Failure to adhere to these safety requirements could compromise the protection of both the public and the electrical infrastructure. By allowing the installation of a fence with an eight (8) foot height, we will be within accordance with both federal safety standards and industry standards.

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

This request is being made due to the essential safety requirements that govern the design and construction of electrical substations. The four (4) foot fence height would not meet the necessary safety standards for securing the substation. The installation of a higher, eight (8) foot fence is required to comply with the safety recommendations of RUS and the NESC requirements. This height is intended to help prevent unauthorized access, which is critical to safeguarding the public and the electrical infrastructure. This variance would allow us to meet both the operational needs of the facility and adhere to the required safety standards.

3. **Literal Interpretation.** The literal interpretation of the provision of the regulation 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.

We believe that the strict enforcement of the four (4) foot fence height requirement would not meet the necessary safety standards and would present a risk to public safety. The four (4) foot fence height does not comply with safety standards and does not provide the level of security required for substations, as substations must be secured to protect the public from potential hazards associated with electrical equipment. Given that the literal interpretation of the current fence height requirement would compromise safety and security, we respectfully request a variance to allow for the construction of a fence at a height of eight (8) feet at this substation. This would align with both safety guidelines and regulatory standards to ensure the protection of public health and safety.

4. **Reasonable Use.** The applicant cannot make reasonable use of the property without the requested variance.

A four (4) foot fence height requirement would not provide the necessary level of security and public safety that is crucial at this facility. A four (4) foot fence height is insufficient to meet the safety standards required for electrical substations, where the primary concern is preventing unauthorized access to hazardous equipment. The RUS guideline and NESC requirement is based on the understanding that substations need to be securely enclosed to minimize the risk of injury or accidents, and an eight (8) foot fence height provides an appropriate level of protection.
By allowing a variance for the installation of a fence at a height of eight (8) feet, we will be able to meet both the public safety requirements and the regulatory standards necessary to protect both the public and the electrical infrastructure. Without this variance, the substation would not be in reasonable compliance with these safety codes and could not be used in a manner consistent with industry's best practices.

5. **Minimum Required.** The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.

The required four (4) foot fence height is insufficient to meet the safety standards that are critical for substations. The four (4) foot fence height does not provide the necessary level of security to prevent unauthorized access to the electrical equipment at the substation.
The RUS recommended eight (8) foot fence height is the minimum height to effectively secure the facility and ensure public safety. This recommendation is based on the need to prevent potential hazards from unauthorized entry into areas with high-voltage equipment. A four (4) foot fence height would not meet these critical safety and security requirements as stated in the NESC.

We are therefore requesting a variance that would allow for the installation of an eight (8) foot fence height, which is the minimal necessary adjustment to ensure the substation's compliance with safety standards while maintaining the intent of the regulations. This variance is essential to the reasonable operation and public safety at the facility.

6. **Conformance with Purpose of this Code.** The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.

We are requesting permission to construct a fence at the height of eight (8) feet, as the strict application of the four (4) foot fence height requirement stated in the Land Development Code does not align with the core safety objectives set by the National Electrical Safety Code (NESC) and other relevant safety guidelines. While the Land Development Code requires a four (4) foot fence height, this height is insufficient to meet the necessary safety and security standards for electrical substations. Given that an eight (8) foot fence height better aligns with the intended purpose of the NESC and RUS guidelines for safety and security, we respectfully request a variance to construct an 8-foot-high fence. This variance will ensure that the substation meets the intended safety objectives while remaining compliant with the broader spirit and purpose of the regulatory standards.

12.4.1.2 Conditions of Approval. In recommending the granting of a variance, the Board of Adjustment may require appropriate conditions and safeguards in conformity with this Code. Violation of such conditions and safeguards, when made a part of the terms under which a variance is granted, shall be deemed a violation of the Code. The recommendation of the Board Adjustment shall be presented to the City Council for final action.

FOR CONDITIONAL USE APPLICANTS:

Section 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 of the LDC for the requested use? If yes, please explain:

Yes. The substation site has been placed in the A-2 zone with conditions per LDC 5.4.31 Public and Community Utility Facilities. The substation driveway entrance design is typical for Cooperative Energy's substation site. Cooperative Energy already has an approved driveway permit from the Mississippi Department of Tranportation (MDOT).

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

There are no known negative effects of the proposed use of this facility. The addition of the substation is needed to provide additional capacity for electrical service to the surrounding area including the Hattiesburg Industrial Park.

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

The size of the substation is determined by and designed to provide the required safe and adequate working space in and around all equipment. This includes all the necessary space for utility vehicle, cranes, trucks, and other vehicles or equipment that mat be needed for construction and/or maintenance of said equipment.

4. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? If yes, please explain:

No.

5. Will there be any elevation in the noise level resulting from this proposed use? If yes, please explain:

No.

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

There will be zero (0) customers and zero (0) employees dedicated to this site. Utility employees will be on site as necessary for inspections, maintenance, and outages.

7. Is proposed use compatible with surrounding uses and design? If yes, please explain:

Yes. The site is surrounded by undeveloped property so there is not any comparable property for this type of use. This site is in close proximity to an industrial park, Camp Shelby, and commercial properties so a substation would not be out of character for this location.

Parking requirements:

Commercial/Industrial: Paved parking will be provided for __0__ vehicles, and __0__ ADA vehicles; with __0__ loading spaces.

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

FOR RE-ZONING APPLICANTS:

As stated in Section 12.3 in the Land Development Code, 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.

☐ There was a mistake in the original zoning.

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

☐ Annexation.

Detailed explanation of condition(s) most applicable to your request:

DEED
Bk:1458 Page:431-435
RCD: 10/15/2024 @ 3:09:52:PM
FORREST COUNTY, MS
LANCE C. REID CHANCERY CLERK

Prepared by and Return to:
Cooperative Energy
P.O. Box 15849
Hattiesburg, Mississippi 39404
601-268-2083

STATE OF MISSISSIPPI
COUNTY OF FORREST

INDEXING INSTRUCTIONS: SE ¼ of SE ¼ Section 2, and SW ¼ of SW ¼ Section 1, Township 3 North, Range 13 West, Forrest County, Mississippi.

ORDER GRANTING PLAINTIFF RIGHT OF IMMEDIATE POSSESSION

PLAINTIFF:

Cooperative Energy
P.O. Box 15849
Hattiesburg, MS 39404
601- 268-2083

DEFENDANTS:

Virginia Fay Chaney
6029 Dry Creek Road
Apartment No. 17
Rio Linda, CA 95673
916-474-9112

Joseph Tyrell Chaney, a minor
3124 Glenn Have Drive
Jackson, MS 39273
601-573-6728

Book 1458 Page 432
Instrument# 869207
DEED 10/15/2024 3:09:52 PM

FILED
OCT 03 2024
FORREST COUNTY CIRCUIT CLERK

IN THE SPECIAL COURT OF EMINENT DOMAIN
FORREST COUNTY, MISSISSIPPI

COOPERATIVE ENERGY — **PLAINTIFF**

VERSUS — **CASE NO. 24-884**

VIRGINIA FAY CHANEY; AND
JOSEPH TYRELL CHANEY — **DEFENDANTS**

ORDER GRANTING PLAINTIFF RIGHT OF IMMEDIATE POSSESSION

THIS DAY, this cause came on to be heard on the motion of Plaintiff, Cooperative Energy for an Order Granting Plaintiff the Right of Immediate Possession and entry upon the land being condemned as requested in the Complaint filed in this cause and as described in the plat and legal description attached hereto collectively as Exhibit "A" and incorporated herein. The Court received testimony from Christopher Roberts and Erik LaVine regarding the public use of the property being condemned. Jonathan Null, a designated expert in field of real estate appraising, provided appraisal testimony of just compensation and testified that the total just compensation and damages of the property being condemned is $167,995.00. As stated in the Complaint, Defendants Virginia Fay Chaney and Joseph Tyrell Chaney each own a 5/168 (2.976%) interest in the Subject Property. The Court is satisfied that the deposit of the amount of $4,999.85 for the 5/168 interest of Virginia Fay Chaney and the deposit of the amount of $4,999.85 for the 5/168 interest of Joseph Tyrell Chaney represent an amount necessary to assure just compensation.

The Court after making a determination of public use and reviewing all documents filed in this matter, as well as considering the sworn testimony of Jonathan Null, finds that said motion is well-taken and Plaintiff is entitled to immediate and continued possession of and entry upon said

land described in Exhibit "A" attached hereto pursuant to the provisions of MISS. CODE ANN. § 77-5-231.

IT IS, THEREFORE, ORDERED AND ADJUDGED that Plaintiff be and it is hereby granted immediate and continued possession and entry upon lands sought to be condemned as described in Exhibit "A" attached hereto and in the Complaint filed herein, provided only that Plaintiff first deposit with the Clerk of this Court an amount of $9,999.70, representing just compensation in the amount of $4,999.85 for the 5/168 interest of Virginia Fay Chaney and the amount of $4,999.85 for the 5/168 interest of Joseph Tyrell Chaney.

IT IS FURTHER, ORDERED AND ADJUDGED, that Defendants, only if presently occupying the property in question, have thirty (30) days after the deposit of the aforesaid compensation in damages to vacate the property described in Exhibit "A" attached hereto, the date of the deposit being the time the full amount required is deposited with the Clerk of this Court.

SO ORDERED AND ADJUDGED on this, the 3rd day of October, 2024.

HONORABLE CAROL RUSSELL
SPECIAL COURT OF EMINENT DOMAIN

CERTIFIED A TRUE COPY
Forrest County, Mississippi
Gwen Wilks, Circuit Clerk
This the 15 day of October, 2024
By: [signature] D.C.

CIRCUIT CLERK FORREST COUNTY

Submitted to the Court by:
Stephen B. Jackson
MSB # 10693
Donald E. Hinton; Jr.
MSB # 10369
Cooperative Energy
P. O. Box 15849
Hattiesburg, MS 39404-5849
Telephone: 601-705-2676

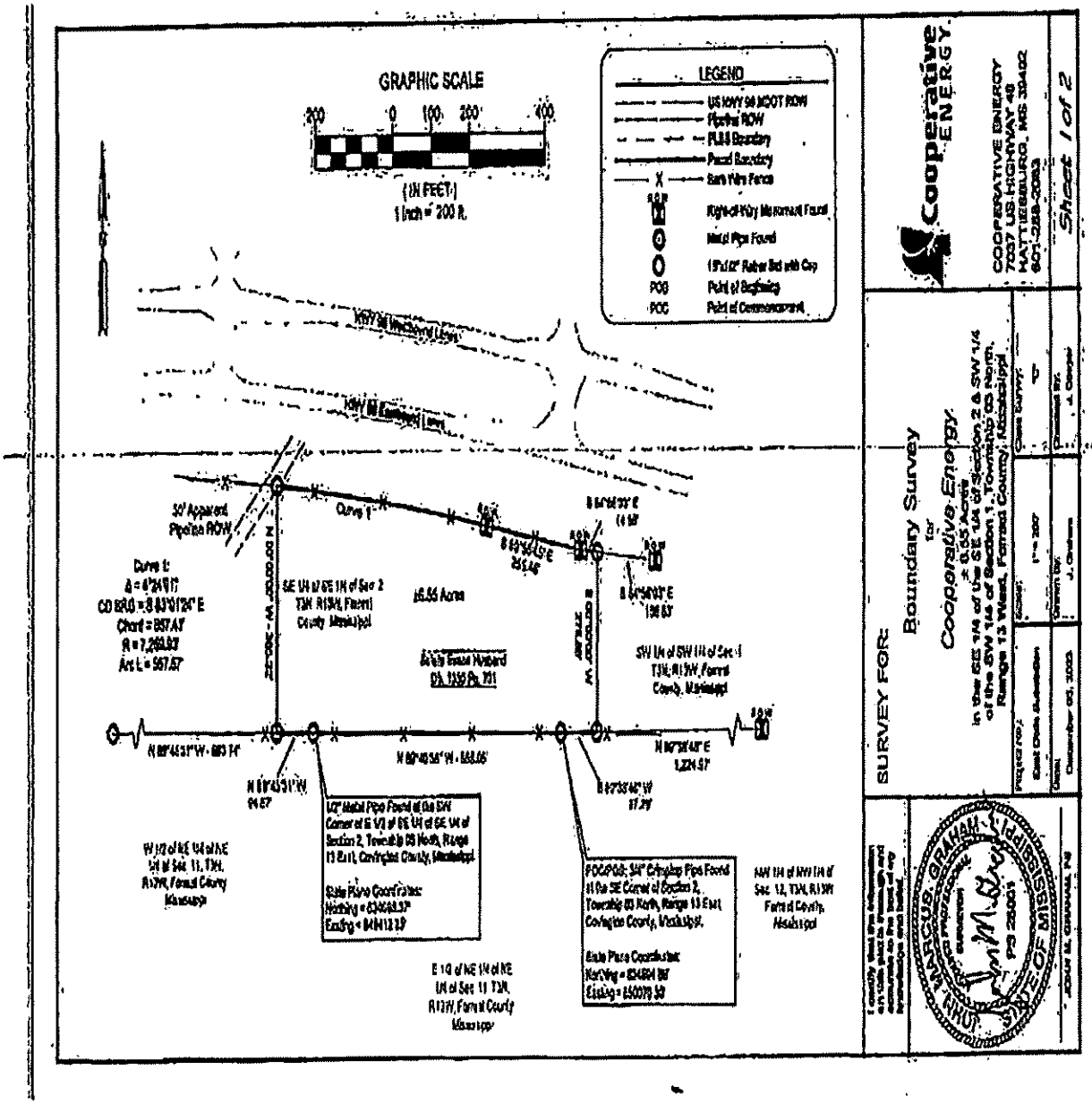

GRAPHIC SCALE
200 0 100 200 400
(IN FEET)
1 Inch = 200 ft.
LEGEND
US HWY 98 MDOT ROW
Pipeline ROW
PLSS Boundary
Parcel Boundary
Barb Wire Fence
Right-of-Way Monument Found
Metal Pipe Found
Point of Beginning
Point of Commencement
Cooperative ENERGY
COOPERATIVE ENERGY
7037 US HIGHWAY 49
HATTIESBURG, MS 39402
601-268-2083
Sheet 1 of 2
SURVEY FOR:
Boundary Survey
for
Cooperative Energy
In the SE 1/4 of the SE 1/4 of Section 2 & SW 1/4 of the SW 1/4 of Section 1, Township 03 North, Range 13 West, Forrest County, Mississippi
± 6.55 Acres
Curve 1:
Δ = 6°24'17"
CD BRG = S 83°01'24" E
Chord = 897.47'
R = 7,963.83'
Arc L = 897.97'
30' Apparent Pipeline ROW
SE 1/4 of SE 1/4 of Sec 2 T3N, R13W, Forrest County, Mississippi
±6.55 Acres
Ashley Susan Hubbard
DB 1139 Pg 791
SW 1/4 of SW 1/4 of Sec 1 T3N, R13W, Forrest County, Mississippi
N 89°45'31" W - 883.74'
N 89°45'31" W - 883.66'
N 89°38'47" E - 1,224.57'
N 89°45'31" W 94.57'
1/2" Metal Pipe Found at the SW Corner of E 1/2 of SE 1/4 of SE 1/4 of Section 2, Township 03 North, Range 13 East, Covington County, Mississippi
State Plane Coordinates:
Northing = 634,063.57'
Easting = 841,913.59'
POC/POB: 3/4" Crimptop Pipe Found at the SE Corner of Section 2, Township 03 North, Range 13 East, Covington County, Mississippi.
State Plane Coordinates:
Northing = 634,894.39'
Easting = 850,079.59'
W 1/2 of NE 1/4 of NE 1/4 of Sec 11, T3N, R13W, Forrest County, Mississippi
E 1/2 of NE 1/4 of NE 1/4 of Sec 11 T3N, R13W, Forrest County, Mississippi
NW 1/4 of NW 1/4 of Sec 12, T3N, R13W Forrest County, Mississippi
MARCUS GRAHAM
PS 23001
STATE OF MISSISSIPPI

Exhibit "A"

DEED
Bk:1459 Page:392-403
RCD: 10/29/2024 @11:09:15:AM
FORREST COUNTY, MS
LANCE C. REID CHANCERY CLERK

Prepared by and Return to:
Cooperative Energy
Mr. Randy Watkins, Land Manager
P.O. Box 15849
Hattiesburg, MS 39404-5849
Telephone: 601-268-2083
Mr. Keith Ball (MSBN 102378)

WARRANTY DEED
with Reservation of Easement

INDEXING INSTRUCTIONS: SW ¼ of SW ¼ Section 1 and SE ¼ of SE ¼ Section 2, Township 3 North, Range 13 West, Forrest County, Mississippi

STATE OF MISSISSIPPI
COUNTY OF FORREST

East Dixie Substation

FOR AND IN CONSIDERATION of sum of Ten Dollars ($10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned,

GEORGE DUNCAN
1008 Allen Street
Hattiesburg, MS 39401
601-583-9124

SELETA EVANS HUSBAND
96 Westbrook Estate Drive
Sumrall, MS 39482
601-550-7492

Book 1459 Page 393
Instrument# 869691
DEED 10/29/2024 11:09:15 AM

RINSEY EVANS McSWAIN
52 Corner Oaks
Hattiesburg, MS 39042
601-477-5595

CASSANDRA EVANS BRAYE
302 Yorkshire Lane
Port Neshes, TX 77651
409-727-8680

MARTHA EVANS PHILLIPS
421 Pinedale Avenue
Sacramento, CA 95838
916-991-2404

does hereby, sell, convey, bargain, and warrant to:

COOPERATIVE ENERGY
P.O. Box 15849
Hattiesburg, MS 39404-5849
601-268-2083

the following described real property, with all improvements thereon, lying and being situated in the County of FORREST, State of Mississippi, more particularly and certainly described as follows:

SEE ATTACHED EXHIBIT "A"

This conveyance is subject to any and all prior and outstanding leases, exceptions, reservation and/or conveyances of oil, gas and/or other minerals and any geothermal energy resources lying in, on and under the above-described real property; however, the Grantor herein does hereby except and reserve any and all oil, gas and other minerals and any geothermal resources currently owned by them in, on and under the above-described real property, excluding sand and gravel.

The Grantor agrees that neither the Grantor, nor any of Grantor's heirs, successors or assigns shall have any right to engage in any drilling, exploration, excavation, mining or other harvesting activities on the surface of the above-described property. This provision will not affect execution of the standard oil, gas, and mineral leases by the Grantors provided the leases expressively provide that there will be no contact or interference with any of Cooperative Energy improvements or activities on the surface of the property or affect its use of the property in any way.

This conveyance is subject to any easements and rights-of-way, whether of record or of use. This conveyance is subject to any public utilities as presently laid out, constructed or in use; and also subject to any private easements, covenants, and restrictions.

This conveyance is subject to any zoning restrictions, subdivision regulations, and ordinances of the city or county that subject property is located in.

This conveyance is subject to any air, water, pollution, and flood control regulations imposed by any governmental authority having jurisdiction over the same.

This conveyance is subject to a reservation by the grantors of an easement for ingress and egress that is more particularly and certainly described as follows:

SEE ATTACHED EXHIBIT "B"

This instrument may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF the said Grantor, signed, sealed, and delivered this Instrument on the date(s) mentioned below.

Book 1459 Page 395
Instrument# 869691
DEED 10/29/2024 11:09:15 AM

George Duncan

STATE OF MS
COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this 20th day of September, 2024, the within named **George Duncan** who acknowledged that he/she executed the foregoing instrument on the day and year therein mentioned.

NOTARY PUBLIC

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 122304
PHYLLIS ANN BENNETT
Commission Expires
March 29, 2026
LAMAR COUNTY

Book 1459 Page 396
Instrument# 869691
DEED 10/29/2024 11:09:15 AM

Seleta Evans Husband

Seleta Evans Husband

STATE OF MS
COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10th day of September, 2024, the within named **Seleta Evans Husband** who acknowledged that he/she executed the foregoing instrument on the day and year therein mentioned.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 122304 PHYLLIS ANN BENNETT Commission Expires March 29, 2026 LAMAR COUNTY

NOTARY PUBLIC

Book 1459 Page 397
Instrument# 869691
DEED 10/29/2024 11:09:15 AM

Rinsey Evans McSwain

Rinsey Evans McSwain

STATE OF Mississippi
COUNTY OF Jones

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30th day of September, 2024, the within named **Rinsey Evans McSwain** who acknowledged that he/she executed the foregoing instrument on the day and year therein mentioned.

B. Gail Pipkins

NOTARY PUBLIC

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 314641
B. GAIL PIPKINS
Commission Expires
April 20, 2026
JONES COUNTY

Book 1459 Page 398
Instrument# 869691
DEED 10/29/2024 11:09:15 AM

Cassandra Braye

Cassandra Evans Braye

STATE OF Texas
COUNTY OF Harris

Personally appeared before me, the undersigned authority in and for the said county and state, on this 02 day of October, 2024, the within named **Cassandra Evans Braye** who acknowledged that he/she executed the foregoing instrument on the day and year therein mentioned.

KELLY IBETH MORAN
Notary ID #131601300
My Commission Expires
January 11, 2028

NOTARY PUBLIC

Book 1459 Page 399
Instrument# 869691
DEED 10/29/2024 11:09:15 AM

Martha Evans Phillips

Martha Evans Phillips

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2024, the within named **Martha Evans Phillips** who acknowledged that he/she executed the foregoing instrument on the day and year therein mentioned.

_____
NOTARY PUBLIC

See attached

Book 1459 Page 400
Instrument# 869691
DEED 10/29/2024 11:09:15 AM

California All-Purpose Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento

On 09/27/24 before me, Danielle Ramirez, notary public, personally appeared ***Martha Phillips *Only****, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

DANIELLE RAMIREZ
Notary Public - California
Sacramento County
Commission # 2451227
My Comm. Expires Jun 22, 2027

Optional

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal of this reattachment of this form to another document.

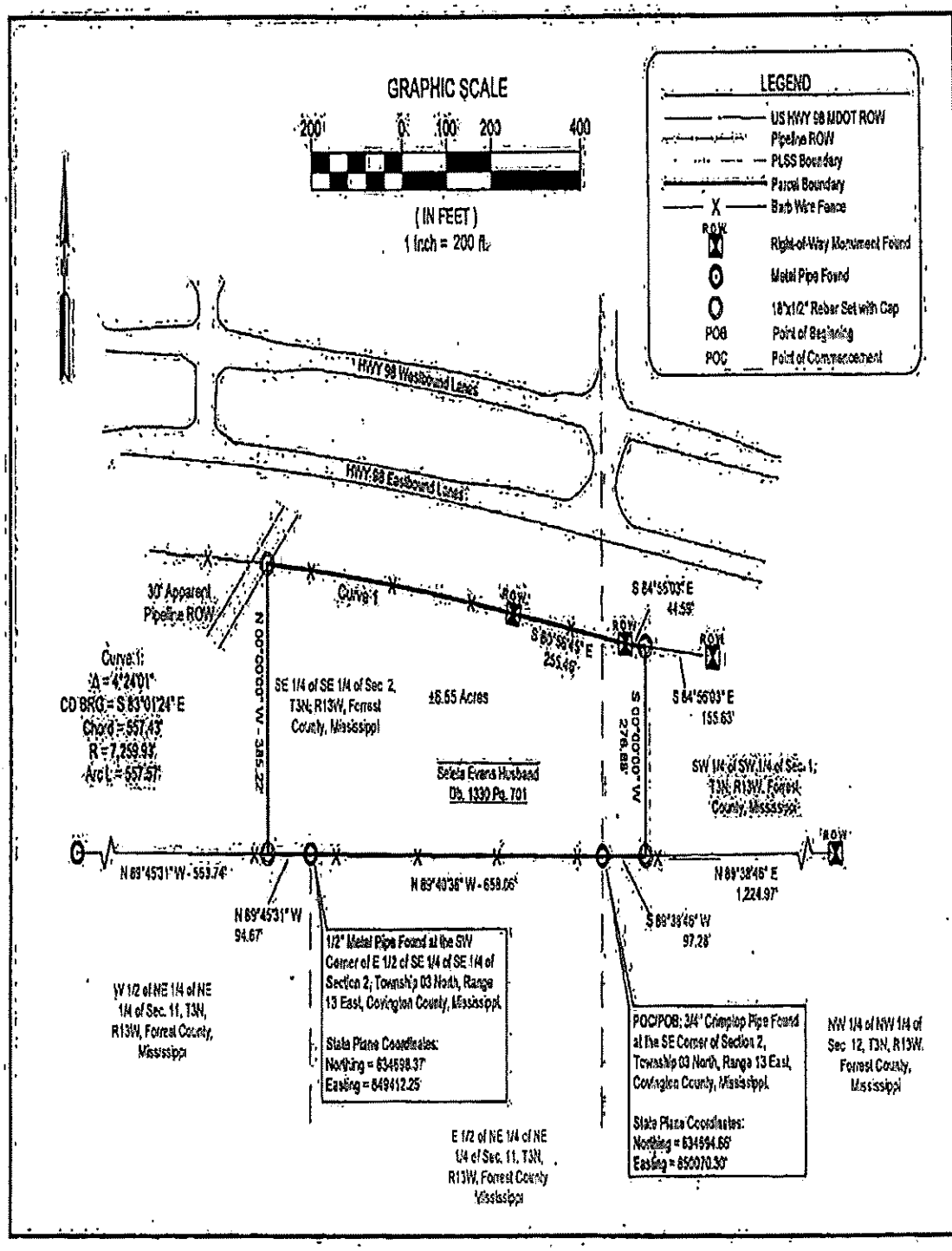
Description of Attached Document

Title or Type of Document: Travis And Travis Pllc - Letter Re: Heirship Affidavit And Warranty Deeds

Document Date: September 17, 2024 # of Pages: 4

Signer(s) Other Than Named Above: None

Book 1459 Page 401
Instrument# 869691
DEED 10/29/2024 11:09:15 AM



Cooperative ENERGY

COOPERATIVE ENERGY
7037 US HIGHWAY 49
HATTIESBURG, MS 39402
601-268-2083

Sheet 1 of 2

SURVEY FOR:

Boundary Survey
for
Cooperative Energy
± 6.55 Acres
In the SE 1/4 of the SE 1/4 of Section 2 & SW 1/4 of the SW 1/4 of Section 1, Township 03 North, Range 13 West, Forrest County, Mississippi

Project No.:	Scale:	Class Survey:	Checked By:
East Dixie Substation	1" = 200'	"C"	J. Cooper
Date: December 05, 2023	Drawn By: J. Graham		

I certify that the information on this plat is thorough and accurate to the best of my knowledge and belief.

JOHN M. GRAHAM, PS

JOHN M. GRAHAM
PS 26001
STATE OF MISSISSIPPI
REGISTERED PROFESSIONAL SURVEYOR

EXHIBIT "A"

Parcel Description

A parcel located in the SW 1/4 of the SW 1/4 of Section 1 AND the SE 1/4 of the SE 1/4 of Section 2, all in Township 03 North, Range 13 West, Forrest County, Mississippi, more particularly described as:

Based on Mississippi State Plane Coordinate System, NAD 1983 (East Zone) having a convergence angle of -00°13'22" and combined scale factor of 0.999970623487; derived by GPS observations at the Point of Commencement; Commencing at the Point-of-Beginning which is the Southeast Corner of Section 2, Township 3 North, Range 13 West, Forrest County, Mississippi, monumented by a 3/4" Crimptop Pipe; thence along the south line of the Southeast 1/4 of the Southeast 1/4 of Section 2, run N 89°40'38" W for a distance of 658.06 feet to a 1/2" Metal Pipe monumenting the Southwest corner of the East 1/2 of the said Southeast 1/4 of the Southeast 1/4 of Section 2; thence continuing on said south line of the Southeast 1/4 of the Southeast 1/4 of Section 2, run N 89°45'31" W for a distance of 94.67 feet to a 1/2" Iron Pin (COA S-27674); leaving said south line, thence run N 00°00'00" W for a distance of 385.22 feet to a 1/2" Iron Pin (COA S-27674) on the southerly Right-of-Way of US Highway 98; thence along said Right-of-Way for the next three calls: along a convex curve to the right, said curve having a Arc Length of 557.57 feet, a Radius of 7,259.93 feet, a Chord Length of 557.43 feet, and a Chord Bearing of S 83°01'24" E to a 6" X 6" Concrete ROW monument; thence run S 80°56'45" E for a distance of 255.46 feet to a 6" X 6" Concrete ROW monument; thence run S 84°56'03" E for a distance of 44.59 feet to a 1/2" Iron Pin (COA S-27674); thence leaving said Right-of-Way run S 00°00'00" W for a distance of 276.88 feet to a 1/2" Iron Pin (COA S-27674) on the south line of the Southwest 1/4 of the Southwest 1/4 of Section 1; thence along the south line of the Southwest 1/4 of the Southwest 1/4 of Section 1, run S 89°38'46" W for a distance of 97.28 feet, back to the Point-of-Beginning. Said parcel containing 6.55 acres, more or less.

NOTES:

1. ALL BEARINGS SHOWN ON THIS PLAT ARE GRID AND ARE REFERENCED TO SET MONUMENTS SHOWN ON THE EAST LINE OF THE PARCEL. THEY ARE BASED ON THE MS STATE PLANE COORDINATE SYSTEM, HORIZONTAL DATUM NAD83 (2011), EAST ZONE, AS DERIVED FROM GPS OBSERVATIONS.
2. SCALE FACTOR = 0.999970623487; CONVERGENCE ANGLE = -00°13'22"; REFERENCED FROM POC.
3. NO RECORD SEARCH FOR EASEMENTS WAS CONDUCTED.
4. THE EAST PROPERTY LINE IS SUBJECT TO HIGHWAY RIGHT-OF-WAY.
5. DATE OF FIELD SURVEY = 05-25831-2023; 12-04-2023
6. SWORN CHAIN CARRIERS = J. GRAHAM & D. HOLDER

REFERENCE MATERIAL:

BOOK 1330 PAGE 701, MDOT HWY 98 PLANS; FF-F-014-3(11), OWNERSHIP MAPS, USGS QUADS, AERIAL PHOTOS.

I certify that the information on this plat is thorough and accurate to the best of my knowledge and belief.

JOHN MARCUS GRAHAM LICENSED PROFESSIONAL SURVEYOR PS 28001 STATE OF MISSISSIPPI

JOHN M. GRAHAM, PS

SURVEY FOR:

Boundary Survey
for
Cooperative Energy
± 6.55 Acres
in the SE 1/4 of the SE 1/4 of Section 2 & SW 1/4 of the SW 1/4 of Section 1, Township 03 North, Range 13 West, Forrest County, Mississippi

Project No.:	Scale:	Class Survey:
East Dixie Substation	1" = 200'	"C"
Date:	Drawn By:	Checked By:
December 05, 2023	J. Graham	J. Cooper

Cooperative ENERGY

COOPERATIVE ENERGY
7037 US HIGHWAY 49
HATTIESBURG, MS 39402
601-268-2083

Sheet 2 of 2

Book 1459 Page 403
Instrument# 869691
DEED 10/29/2024 11:09:15 AM

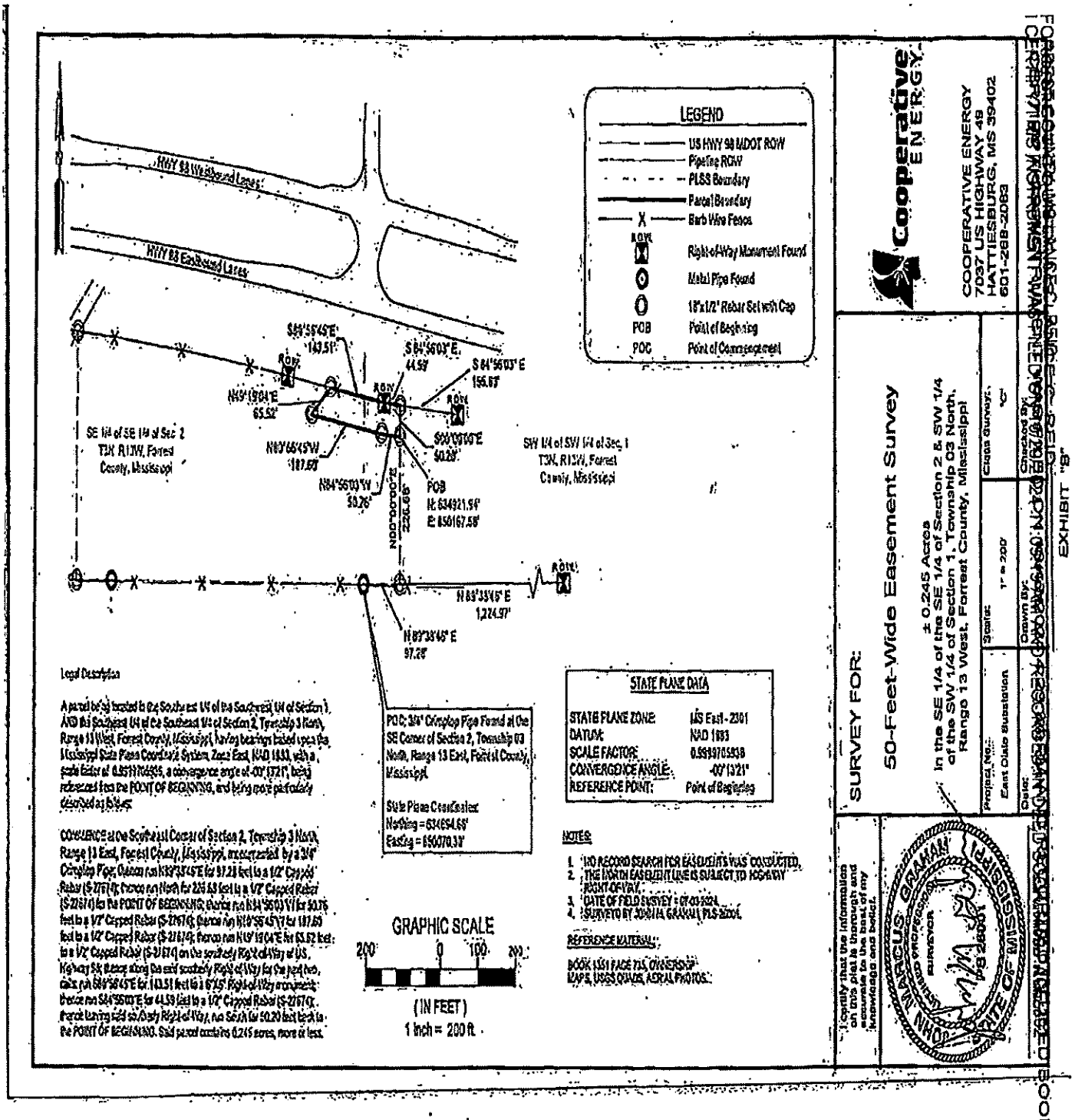


EXHIBIT "B"

FOR RECORDING INFORMATION SEE DEED BOOK 1458 PAGE 715

Exhibit B

DEED
Bk:1458 Page:666-677
RCD: 10/17/2024 @ 4:29:34:PM
FORREST COUNTY, MS
LANCE C. REID CHANCERY CLERK

Prepared by and Return to:
Cooperative Energy
Mr. Randy Watkins, Land Manager
P.O. Box 15849
Hattiesburg, MS 39404-5849
Telephone: 601-268-2083
Mr. Keith Ball (MSBN 102378)

WARRANTY DEED
with Reservation of Easement

INDEXING INSTRUCTIONS: SW ¼ of SW ¼ Section 1 and SE ¼ of SE ¼ Section 2, Township 3 North, Range 13 West, Forrest County, Mississippi

STATE OF MISSISSIPPI
COUNTY OF FORREST

East Dixie Substation

FOR AND IN CONSIDERATION of sum of Ten Dollars ($10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned,

LULA MAE CHANEY
4022 Sunrise Boulevard, Suite 120-120
Rancho Condova, CA 95742
916-201-1937

ALVENIA RENEE CHANEY
1981 Echo Hollow Road
Eugene, OR 97402
702-371-9272

LEWIS FITZGERALD FAIRLEY, JR.
521 Woodridge Drive
Atlanta, GA 30339
404-218-4489

MICHAEL CHANEY
131 Hinton Drive
Hattiesburg, MS 39401
601-543-7454

SHERRY ANN CHANEY
P.O. Box 1771
Hattiesburg, MS 39403
601-310-3725

does hereby, sell, convey, bargain, and warrant to:

COOPERATIVE ENERGY
P.O. Box 15849
Hattiesburg, MS 39404-5849
601-268-2083

the following described real property, with all improvements thereon, lying and being situated in the County of FORREST, State of Mississippi, more particularly and certainly described as follows:

SEE ATTACHED EXHIBIT "A"

This conveyance is subject to any and all prior and outstanding leases, exceptions, reservation and/or conveyances of oil, gas and/or other minerals and any geothermal energy resources lying in, on and under the above-described real property; however, the Grantor herein does hereby except and reserve any and all oil, gas and other minerals and any geothermal resources currently owned by them in, on and under the above-described real property, excluding sand and gravel.

The Grantor agrees that neither the Grantor, nor any of Grantor's heirs, successors or assigns shall have any right to engage in any drilling, exploration, excavation, mining or other harvesting activities on the surface of the above-described property. This provision will not affect execution of the standard oil, gas, and mineral leases by the Grantors provided the leases expressively provide that there will be no contact or interference with any of Cooperative Energy improvements or activities on the surface of the property or affect its use of the property in any way.

This conveyance is subject to any easements and rights-of-way, whether of record or of use. This conveyance is subject to any public utilities as presently laid out, constructed or in use; and also subject to any private easements, covenants, and restrictions.

This conveyance is subject to any zoning restrictions, subdivision regulations, and ordinances of the city or county that subject property is located in.

This conveyance is subject to any air, water, pollution, and flood control regulations imposed by any governmental authority having jurisdiction over the same.

This conveyance is subject to a reservation by the grantors of an easement for ingress and egress that is more particularly and certainly described as follows:

SEE ATTACHED EXHIBIT "B"

This instrument may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF the said Grantor, signed, sealed, and delivered this Instrument on the date(s) mentioned below.

Lula Mae Chaney

Lula Mae Chaney

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2024, the within named **Lula Mae Chaney** who acknowledged that he/she executed the foregoing instrument on the day and year therein mentioned.

see attached
for notarial stamp

_____
NOTARY PUBLIC

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On September 25, 2024 before me, A. Cairo, Notary Public
(insert name and title of the officer)

personally appeared Lula Mae Chaney,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

A. CAIRO
Notary Public · California
Sacramento County
Commission # 2474900
My Comm. Expires Dec 3, 2027

Signature _____ (Seal)

Alvenia Renee Chaney

Alvenia Renee Chaney

STATE OF Oregon
COUNTY OF Lane

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30th day of September, 2024, the within named **Alvenia Renee Chaney** who acknowledged that ~~he~~/she executed the foregoing instrument on the day and year therein mentioned. ALH

OFFICIAL STAMP
ANTHONY LYNN HAMMOCK
NOTARY PUBLIC - OREGON
COMMISSION NO. 1044966
MY COMMISSION EXPIRES FEBRUARY 13, 2028

NOTARY PUBLIC

Lewis Fitzgerald Fairley, Jr.

STATE OF TEXAS
COUNTY OF HARRIS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 01st day of October, 2024, the within named **Lewis Fitzgerald Fairley, Jr.** who acknowledged that he/she executed the foregoing instrument on the day and year therein mentioned.

NOTARY PUBLIC

JOEL GREAVES
Notary Public, State of Texas
Comm. Expires 09-29-2027
Notary ID 134582922

Michael Chaney

Michael Chaney

STATE OF MS
COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this 27th day of Sept., 2024, the within named **Michael Chaney** who acknowledged that he/she executed the foregoing instrument on the day and year therein mentioned.

STATE OF MISSISSIPPI
TOYA BUSBY
NOTARY PUBLIC
ID No. 122769
My Comm. Expires
Jan. 25, 2026
FORREST COUNTY

Toya Busby

NOTARY PUBLIC

Sherry Ann Chaney

Sherry Ann Chaney

STATE OF Mississippi
COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 25 day of September, 2024, the within named **Sherry Ann Chaney** who acknowledged that he/she executed the foregoing instrument on the day and year therein mentioned.

Wanda Donaldson

NOTARY PUBLIC

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID#158143
WANDA DONALDSON
Commission Expires
Oct 11, 2027
LAMAR COUNTY

I certify that the information on this plat is thorough and accurate to the best of my knowledge and belief.

JOHN MARCUS GRAHAM
LICENSED PROFESSIONAL SURVEYOR
PS 26001
STATE OF MISSISSIPPI

JOHN M. GRAHAM, PS

SURVEY FOR:

Boundary Survey

for

Cooperative Energy

± 6.55 Acres
in the SE 1/4 of the SE 1/4 of Section 2 & SW 1/4 of the SW 1/4 of Section 1, Township 03 North, Range 13 West, Forrest County, Mississippi

Project No.:	Scale:	Class Survey:
East Dixie Substation	1" = 200'	"C"
Date:	**Drawn By:**	**Checked By:**
December 05, 2023	J. Graham	J. Cooper

Cooperative ENERGY

COOPERATIVE ENERGY
7037 US HIGHWAY 49
HATTIESBURG, MS 39402
601-268-2083

EXHIBIT "A"

Parcel Description

A parcel located in the SW 1/4 of the SW 1/4 of Section 1 AND the SE 1/4 of the SE 1/4 of Section 2, all in Township 03 North, Range 13 West, Forrest County, Mississippi, more particularly described as:

Based on Mississippi State Plane Coordinate System, NAD 1983 (East Zone) having a convergence angle of -00°13'22" and combined scale factor of 0.999970623487; derived by GPS observations at the Point of Commencement; Commencing at the Point-of-Beginning which is the Southeast Corner of Section 2, Township 3 North, Range 13 West, Forrest County, Mississippi, monumented by a 3/4" Crimptop Pipe; thence along the south line of the Southeast 1/4 of the Southeast 1/4 of Section 2, run N 89°40'38" W for a distance of 658.06 feet to a 1/2" Metal Pipe monumenting the Southwest corner of the East 1/2 of the said Southeast 1/4 of the Southeast 1/4 of Section 2; thence continuing on said south line of the Southeast 1/4 of the Southeast 1/4 of Section 2, run N 89°45'31" W for a distance of 94.67 feet to a 1/2" Iron Pin (COA S-27674); leaving said south line, thence run N 00°00'00" W for a distance of 385.22 feet to a 1/2" Iron Pin (COA S-27674) on the southerly Right-of-Way of US Highway 98; thence along said Right-of-Way for the next three calls: along a convex curve to the right, said curve having a Arc Length of 557.57 feet, a Radius of 7,259.93 feet, a Chord Length of 557.43 feet, and a Chord Bearing of S 83°01'24" E to a 6" X 6" Concrete ROW monument; thence run S 80°56'45" E for a distance of 255.46 feet to a 6" X 6" Concrete ROW monument; thence run S 84°56'03" E for a distance of 44.59 feet to a 1/2" Iron Pin (COA S-27674); thence leaving said Right-of-Way run S 00°00'00" W for a distance of 276.88 feet to a 1/2" Iron Pin (COA S-27674) on the south line of the Southwest 1/4 of the Southwest 1/4 of Section 1; thence along the south line of the Southwest 1/4 of the Southwest 1/4 of Section 1, run S 89°38'46" W for a distance of 97.28 feet, back to the Point-of-Beginning. Said parcel containing 6.55 acres, more or less.

NOTES:

1. ALL BEARINGS SHOWN ON THIS PLAT ARE GRID AND ARE REFERENCED TO SET MONUMENTS SHOWN ON THE EAST LINE OF THE PARCEL. THEY ARE BASED ON THE MS STATE PLANE COORDINATE SYSTEM, HORIZONTAL DATUM NAD83 (2011), EAST ZONE, AS DERIVED FROM GPS OBSERVATIONS.
2. SCALE FACTOR = 0.999970623487; CONVERGENCE ANGLE = -00°13'22"; REFERENCED FROM POC.
3. NO RECORD SEARCH FOR EASEMENTS WAS CONDUCTED.
4. THE EAST PROPERTY LINE IS SUBJECT TO HIGHWAY RIGHT-OF-WAY.
5. DATE OF FIELD SURVEY = 05-25&31-2023; 12-04-2023
6. SWORN CHAIN CARRIERS = J. GRAHAM & D. HOLDER

REFERENCE MATERIAL:

BOOK 1330 PAGE 701, MDOT HWY 98 PLANS: FF-F-014-3(11), OWNERSHIP MAPS, USGS QUADS, AERIAL PHOTOS.

I certify that the information on this plat is thorough and accurate to the best of my knowledge and belief.

JOHN MARCUS GRAHAM LICENSED PROFESSIONAL SURVEYOR PS 26001 STATE OF MISSISSIPPI

JOHN M. GRAHAM, PS

SURVEY FOR:

Boundary Survey

for

Cooperative Energy

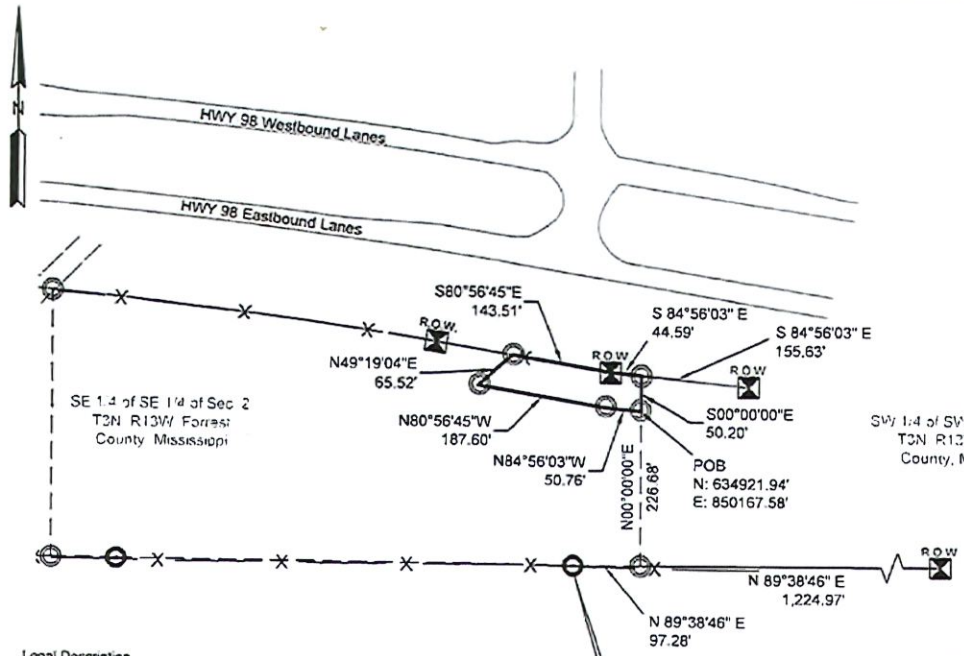
± 6.55 Acres

in the SE 1/4 of the SE 1/4 of Section 2 & SW 1/4 of the SW 1/4 of Section 1, Township 03 North, Range 13 West, Forrest County, Mississippi

Project No.:	Scale:	Class Survey:
East Dixie Substation	1" = 200'	"C"
Date:	Drawn By:	Checked By:
December 05, 2023	J. Graham	J. Cooper

Cooperative ENERGY.

COOPERATIVE ENERGY
7037 US HIGHWAY 49
HATTIESBURG, MS 39402
601-268-2083



LEGEND

- US HWY 98 MDOT ROW
- Pipeline ROW
- PLSS Boundary
- Parcel Boundary
- Barb Wire Fence
- ROW Right-of-Way Monument Found
- Metal Pipe Found
- 18"x1/2" Rebar Set with Cap
- POB Point of Beginning
- POC Point of Commencement

Legal Description

A parcel being located in the Southwest 1/4 of the Southwest 1/4 of Section 1 AND the Southeast 1/4 of the Southeast 1/4 of Section 2, Township 3 North, Range 13 West, Forrest County, Mississippi, having bearings based upon the Mississippi State Plane Coordinate System, Zone East, NAD 1983, with a scale factor of 0.9999705936, a convergence angle of -00°13'21", being referenced from the POINT OF BEGINNING, and being more particularly described as follows:

COMMENCE at the Southeast Corner of Section 2, Township 3 North, Range 13 East, Forrest County, Mississippi, monumented by a 3/4" Crimptop Pipe; thence run N89°38'46"E for 97.28 feet to a 1/2" Capped Rebar (S-27674); thence run North for 226.68 feet to a 1/2" Capped Rebar (S-27674) for the POINT OF BEGINNING; thence run N84°56'03"W for 50.76 feet to a 1/2" Capped Rebar (S-27674); thence run N80°56'45"W for 187.60 feet to a 1/2" Capped Rebar (S-27674); thence run N49°19'04"E for 65.52 feet to a 1/2" Capped Rebar (S-27674) on the southerly Right-of-Way of US Highway 98; thence along the said southerly Right-of-Way for the next two calls: run S80°56'45"E for 143.51 feet to a 6"X6" Right-of-Way monument; thence run S84°56'03"E for 44.59 feet to a 1/2" Capped Rebar (S-27674); thence leaving said southerly Right-of-Way, run South for 50.20 feet back to the POINT OF BEGINNING. Said parcel contains 0.245 acres, more or less.

POC: 3/4" Crimptop Pipe Found at the SE Corner of Section 2, Township 03 North, Range 13 East, Forrest County, Mississippi.

State Plane Coordinates:
Northing = 634694.66'
Easting = 850070.30'

GRAPHIC SCALE

200 0 100 200

(IN FEET)
1 inch = 200 ft.

STATE PLANE DATA

STATE PLANE ZONE:	MS East - 2301
DATUM:	NAD 1983
SCALE FACTOR:	0.9999705936
CONVERGENCE ANGLE:	-00°13'21"
REFERENCE POINT:	Point of Beginning

NOTES:

1. NO RECORD SEARCH FOR EASEMENTS WAS CONDUCTED.
2. THE NORTH EASEMENT LINE IS SUBJECT TO HIGHWAY RIGHT-OF-WAY
3. DATE OF FIELD SURVEY = 07-03-2024.
4. SURVEYD BY JOHN M. GRAHAM, PLS-26001.

REFERENCE MATERIAL:

BOOK 1351 PAGE 735, OWNERSHIP
MAPS, USGS QUADS, AERIAL PHOTOS.

Cooperative ENERGY

COOPERATIVE ENERGY
7037 US HIGHWAY 49
HATTIESBURG, MS 39402
601-268-2083

Sheet 1 of 1

SURVEY FOR:

50-Feet-Wide Easement Survey

± 0.245 Acres
in the SE 1/4 of the SE 1/4 of Section 2 & SW 1/4 of the SW 1/4 of Section 1, Township 03 North, Range 13 West, Forrest County, Mississippi

Project No.: East Dixie Substation	Scale: 1" = 200'	Class Survey: "C"	
Date: July 03, 2024	Drawn By: J. Graham	Checked By: S. McCain	

I certify that the information on this plat is thorough and accurate to the best of my knowledge and belief.

JOHN M. GRAHAM, PS

JOHN MARCUS GRAHAM
LICENSED PROFESSIONAL SURVEYOR
PS 26001
STATE OF MISSISSIPPI

EXHIBIT "B"

DEED
Bk:1453 Page:124-127
RCD: 07/30/2024 @12:25:10:PM
FORREST COUNTY, MS
LANCE C. REID CHANCERY CLERK

Prepared by:
Robert T. Jackson, Sr.
Jackson, Tullos, Rogers & Morgan, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Return to:
Robert T. Jackson, Sr.
Jackson, Tullos, Rogers & Morgan, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

STATE OF MISSISSIPPI
COUNTY OF FORREST

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt, adequacy and sufficiency of all of which is hereby irrevocably acknowledged and confessed,

B & T RANCH, LLC
A Mississippi Limited Liability Company
64 Taylor Rd.
Hattiesburg, MS 39401
Telephone: 225-288-7287

does hereby grant, bargain, sell, convey and warrant unto

Cooperative Energy,
A Mississippi Electric Cooperative
P.O. Box 15849
Hattiesburg, MS 39404
Telephone: 601-268-2083

the following described real property lying and being situated in Forrest County, Mississippi, and being more particularly described as follows, to-wit:

SEE EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS IF FULLY COPIED AND SET OUT AT LENGTH IN WORDS AND FIGURES HEREIN.

INDEXING INSTRUCTIONS: NE 1/4 of the NE 1/4 of Section 11 AND the NW 1/4 of the NW 1/4 of Section 12, all in Township 03 North, Range 13 West, Forrest County, Mississippi

This conveyance and the warranty hereof is subject to any and all prior and outstanding leases, exceptions, reservation and/or conveyances of oil, gas and/or other minerals and any geothermal energy resources lying in, on and under the above described real property.

This conveyance and the warranty hereof is subject to any environmental condition existing upon the subject property which would cause said property to be in violation of any State and/or Federal Environmental Protection Act.

This conveyance and the warranty hereof is subject to any and all other easements and rights-of-way, whether of record or of use, which affect the real property hereby conveyed.

This conveyance and the warranty hereof is subject to any and all Covenants and Restrictions of record.

All County and State ad valorem taxes for the current year shall be prorated between Grantor and Grantee and paid by Grantee.

The subject Property is not the residence or homestead of the Grantor and does not constitute his homestead.

The Grantor agrees that neither the Grantor, nor any of Grantor's heirs, successors or assigns shall have any right to engage in any drilling, exploration, excavation, mining or other harvesting activities on the above-described property.

WITNESS THE SIGNATURES of the Grantors on this, the 29th day of July, A.D., 2024.

B & T Ranch, LLC
A Mississippi Limited Liability Company

Travis A. Taylor, Member/Manager

Bertha Taylor

Bertha Taylor, Member/Manager

STATE OF MISSISSIPPI
COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this 29th day of July, 2024, within my jurisdiction, the within named **Travis A. Taylor and Bertha Taylor** who acknowledged that they are the Member/Managers of **B & T Ranch, LLC**, a Mississippi Limited Liability Company, and that for and on behalf of the said company, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said company to do so.

Randy M. Watkins

NOTARY PUBLIC

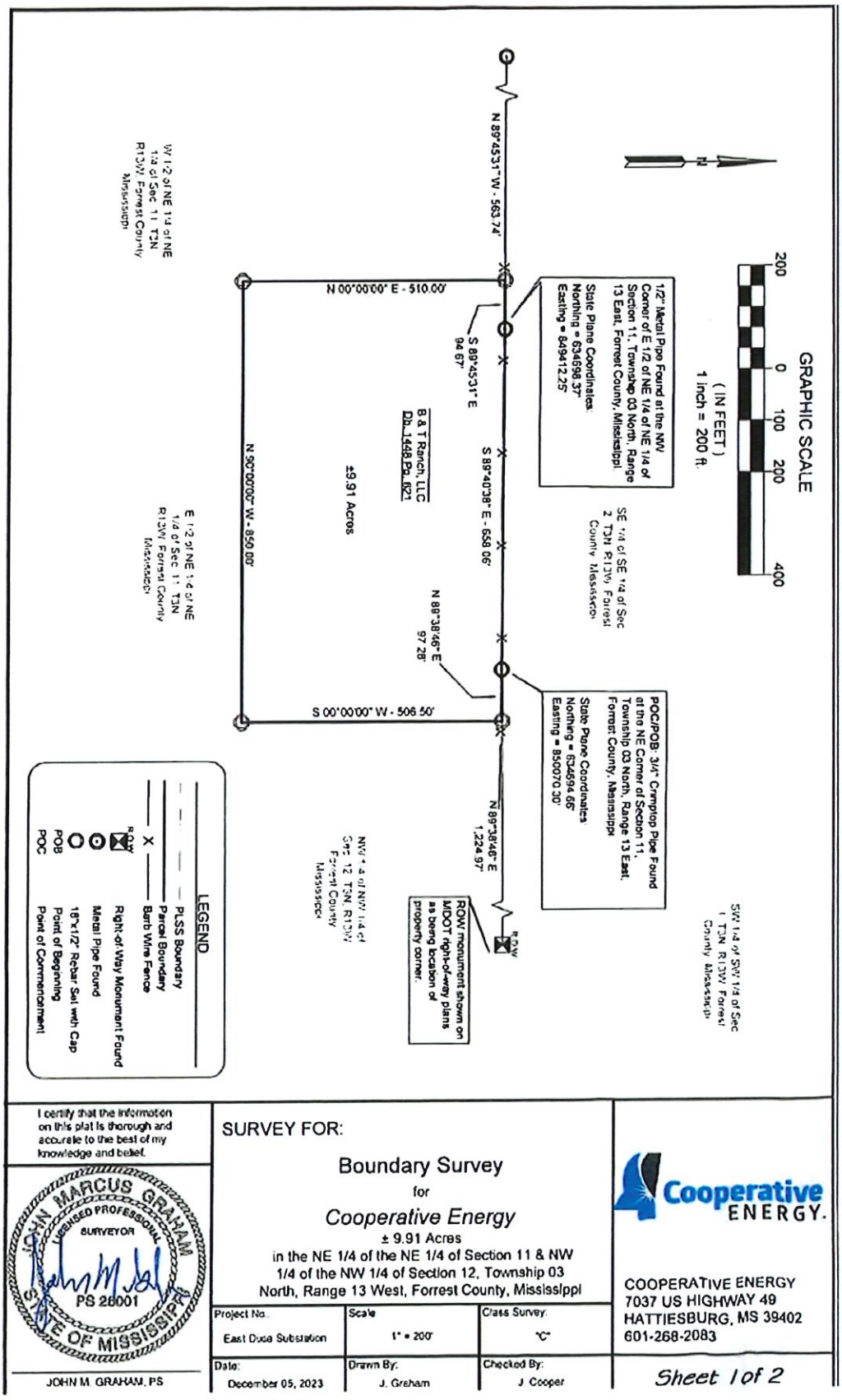
STATE OF MISSISSIPPI NOTARY PUBLIC ID # 96530 RANDY M. WATKINS Commission Expires July 15, 2026 FORREST COUNTY

My Commission Expires:
7/15/2026

EXHIBIT "A"

A parcel located in the NE 1/4 of the NE 1/4 of Section 11 AND the NW 1/4 of the NW 1/4 of Section 12, all in Township 03 North, Range 13 West, Forrest County, Mississippi, more particularly described as:

Based on Mississippi State Plane Coordinate System, NAD 1983 (East Zone) having a convergence angle of -00°13'22" and combined scale factor of 0.999970623487; derived by GPS observations at the Point of Commencement; Commencing at the Point-of-Beginning which is the Northeast Corner of Section 11, Township 3 North, Range 13 West, Forrest County, Mississippi, monumented by a 3/4" Crimp-top Pipe; thence along the north line of the Northwest 1/4 of the Northwest 1/4 of Section 12, run N 89°38'46" E for a distance of 97.28 feet to a 1/2" Iron Pin (COA S-27674); leaving said north line of the Northwest 1/4 of the Northwest 1/4 of Section 12 thence run S 00°00'00" W for a distance of 506.50 feet to a 1/2" Iron Pin (COA S-27674); thence run N 90°00'00" W for a distance of 850.00 feet to a 1/2" Iron Pin (COA S-27674); thence run N 00°00'00" E for a distance of 510.00 feet to a 1/2" Iron Pin (COA S-27674) on the north line of the Northeast 1/4 of the Northeast 1/4 of Section 11; thence run along said north line of the Northeast 1/4 of the Northeast 1/4 of Section 11, S 89°45'31" E for a distance of 94.67 feet to a 1/2" Metal Pipe monumenting the Northwest corner of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of said Section 11; thence continue running along said north line S 89°40'38" E for a distance of 658.06 feet, back to the Point-of-Beginning. Said parcel containing 9.91 acres, more or less.



I certify that the information on this plat is thorough and accurate to the best of my knowledge and belief.

JOHN MARCUS GRAHAM
LICENSED PROFESSIONAL
SURVEYOR
PS 26001
STATE OF MISSISSIPPI

JOHN M. GRAHAM, PS

SURVEY FOR:

Boundary Survey

for

Cooperative Energy

± 9.91 Acres

in the NE 1/4 of the NE 1/4 of Section 11 & NW 1/4 of the NW 1/4 of Section 12, Township 03 North, Range 13 West, Forrest County, Mississippi

Project No.:	Scale	Class Survey:
East Duca Substation	1" = 200'	"C"
Date:	Drawn By:	Checked By:
December 05, 2023	J. Graham	J. Cooper

Cooperative ENERGY.

COOPERATIVE ENERGY
7037 US HIGHWAY 49
HATTIESBURG, MS 39402
601-268-2083

Sheet 1 of 2

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Wiley Quinn, Urban Development Director**

cc: **Ann Jones, Chief Administrative Officer**

Date: **Tuesday, March 4, 2025**

Re: **Accept the Board of Adjustment's recommendation of approval for variance requests application made by Christen and Brady Raanes, Property Owners for a B-3 zoned property located at 2106 Hardy Street (PPIN 16451, Ward 4, Forrest County). Variances:**

- **a variance from the curb cut requirement of 10ft from the property line to instead allow for a curb cut 5ft from the property line**
- **a variance from the parking space requirement of 16 parking spaces to instead allow for 9 spaces**
- **a variance from the landscape island requirement of 8ft wide by 15ft long to allow for 4ft wide by 14ft long**
- **a variance from the green space requirement of 10ft to instead allow for 8ft of green space**
- **a variance from the minimum front setback of 30ft to instead allow for 15ft from the property line**

File Number: 2025-162
Minute Book #

Summary

Recommendation Statement
The Board of Adjustments recommended approval.

Please place this on the March 4, 2025 City Council meeting for consideration.

February 2025 BOA Item: B
Curb Cut, Parking, Landscape Island, Green Space, and Setback Variances
Christen and Brady Raanes, Property Owners, and Rion Snowden, Applicant/Architect

URBAN DEVELOPMENT
PLANNING DIVISION

Board of Adjustment
Case Fact Sheet

Names of Petitioner: Christen and Brady Raanes, Property Owners, and Rion Snowden, Applicant/Architect

Address of Property:	**Tax Parcels**	**PPIN:**	**Ward:**
2106 Hardy Street	2-028O-08-003.00	16451	4

Request: Curb Cut, Parking, Landscape Island, Green Space, and Setback Variances

Purpose of Request: Christen and Brady Raanes, Property Owners, and Rion Snowden, Applicant/Architect, request a variance from the curb cut requirement of 10ft from the property line to instead allow for a curb cut 5ft from the property line (LDC 7.5.2.2), a variance from the parking space requirement of 16 parking spaces to instead allow for 9 spaces (LDC Table 7.12), a variance from the landscape island requirement of 8ft wide by 15ft long to allow for 4ft wide by 14ft long (LDC 7.5.4.9), a variance from the green space requirement of 10ft to instead allow for 8ft of green space (LDC 7.10.11.1), and a variance from the minimum front setback of 30ft to instead allow for 15ft from the property line (LDC Table 6.1) for a B-3 zoned property located at 2106 Hardy Street (PPIN 16451, Ward 4, Forrest County).

History / Background: The applicants met with staff in December 2024 in a Pre-Application meeting to discuss the construction of a new building at 2106 Hardy Street. The plan is to create a split-unit building for the Little Wine Shoppe, with one unit for retail and the other for a wine bar. Staff reviewed the required design standards from the Land Development Code and discussed the variances the applicants plan to seek.

The proposed building layout and parking lot align with the existing development pattern along this section of Hardy Street, while also accommodating an existing sewer line and easement running through the property. The applicants propose relocating the sewer line to the westernmost section of the lot, running north and south, to maximize space while maintaining the required city buffer near the sewer line.

The presence of the active sewer line has created a hardship for the developer in meeting both the code requirements and the need to make reasonable use of the property, including accommodating the required parking and landscaping. The request to reduce the front yard setback in the B-3 zoning district aligns with the existing development pattern in this corridor and within the Historic Parkhaven Neighborhood. While the Land Development Code allows front yard setbacks to match the pattern of development in historic districts for residential properties, commercial buildings require a variance to do so.

The exterior elements of the building and site plan will also need approval from the Hattiesburg Historic Conservation Commission, provided all other development requirements are met.

Applicant Summary: See Attached

Applicable Regulations:

SECTION 4 Zoning Districts Established

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

SECTION 6 Dimensional Standards and Measurements

6.1 District Dimensions and Standards

February 2025 BOA Item: B
Curb Cut, Parking, Landscape Island, Green Space, and Setback Variances
Christen and Brady Raanes, Property Owners, and Rion Snowden, Applicant/Architect

Table 6.1 Dimensional Standards

District	Minimum Lot Size in SF/ Width at Setback	Max. Dwelling Units	Max. Floor Area Ratio	Setbacks in feet				Max. Height*	Max. Impervious Surface Lot Coverage	Buffer in Feet
				Min. Front	Max. Front	Min. Side	Min. Rear			
B-3	No minimum/ 100	-	1.00	30	-	0 or 10	0	40 feet or 3 stories	80%	30

SECTION 7 **Design Standards**

7.5 Parking and Traffic Circulation
7.5.2.1 Curb cuts shall be located no closer than 75 feet from the intersection of two streets as measured from the end of the radius nearest the proposed cut. Where the width of the site is less than 75 feet, the curb cut shall be placed the as far as possible from the street intersection.

7.5.4.
7.10 Landscaping
7.10.11.1 A green strip 10 feet in width shall be planted with at least one large, deciduous tree per 60 feet of lineal frontage.

7.12 Parking Requirements

Table 7.12 - Table of Parking Requirements.

Standard District Table of Permitted Uses	Minimum Spaces Required
Restaurant, without drive-thru	1 per 4 seats

Present Zoning: B-3 Community Business

Present Use: Vacant / Unimproved lot

Future Land Use: Neighborhood Business Corridor

Surrounding Zoning and Land Use:
North: B-3 Community Business
South: R-1A Single- Family Residential
East: B-3 Community Business
West: B-3 Community Business

February 2025 BOA Item: B
Curb Cut, Parking, Landscape Island, Green Space, and Setback Variances
Christen and Brady Raanes, Property Owners, and Rion Snowden, Applicant/Architect

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications regarding this case as of finalizing this report.

Option: Recommend **approval or denial** of the variance from the curb cut requirement of 10ft from the property line to instead allow for a curb cut 5ft from the property line (LDC 7.5.2.2), a variance from the parking space requirement of 16 parking spaces to instead allow for 9 spaces (LDC Table 7.12), a variance from the landscape island requirement of 8ft wide by 15ft long to allow for 4ft wide by 14ft long (LDC 7.5.4.9), a variance from the green space requirement of 10ft to instead allow for 8ft of green space (LDC 7.10.11.1), and a variance from the minimum front setback of 30ft to instead allow for 15ft from the property line (LDC Table 6.1) for a B-3 zoned property located at 2106 Hardy Street (PPIN 16451, Ward 4, Forrest County).

Basis for Approval (12.4.1.1):

Approval Criteria. A variance is not a right, but a privilege that property owners meeting the following criteria may request. These criteria are to be used to consider all variance requests. It shall be the burden of the applicant to prove that the request meets these criteria:

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.

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.

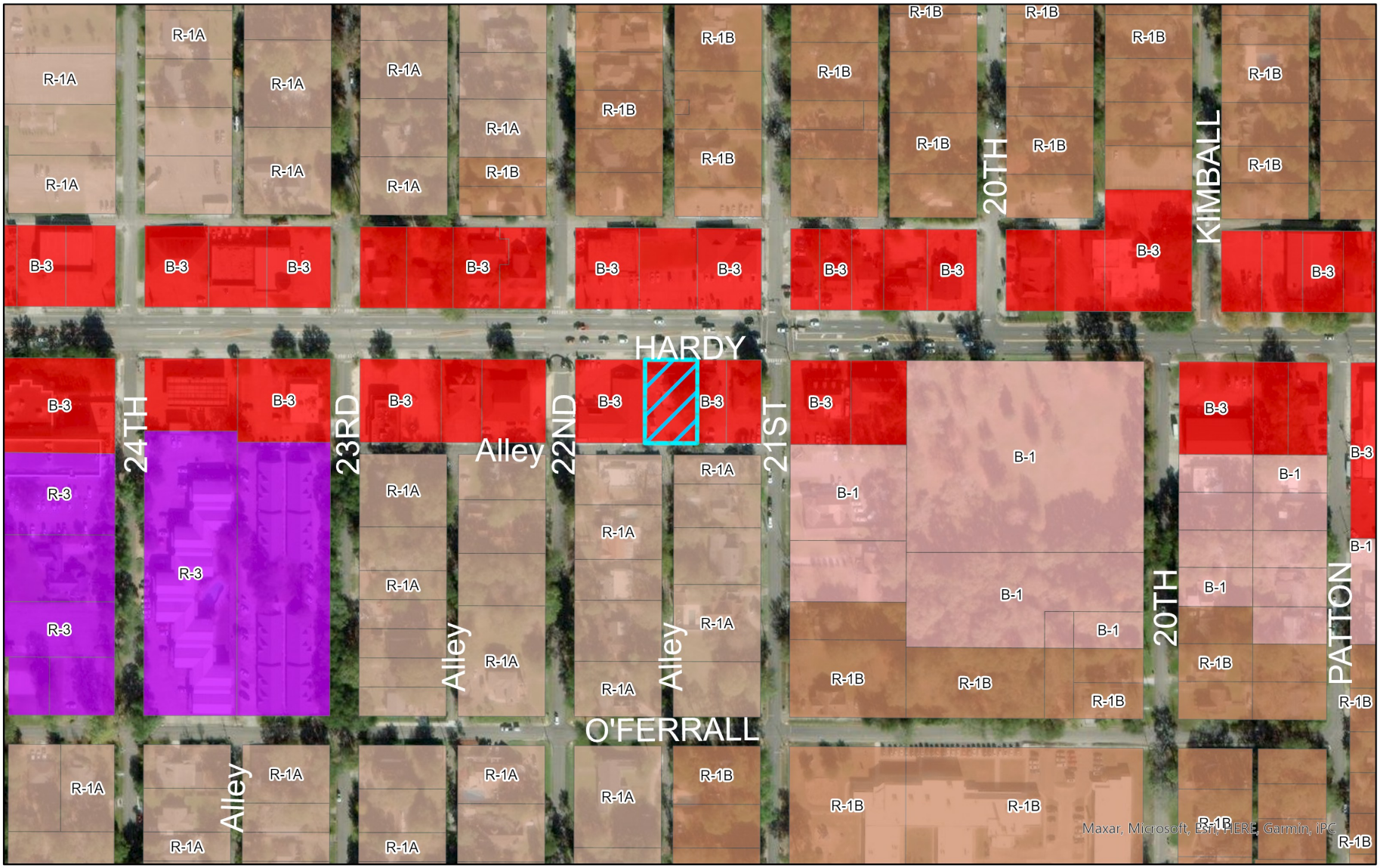
SUBJECT PARCEL

2106 Hardy Street — Variance Requests

Christen and Brady Raanes, Property Owners, and Rion Snowden, Applicant/Architect, request a variance from the curb cut requirement of 10ft from the property line to instead allow for a curb cut 5ft from the property line (LDC 7.5.2.2), a variance from the parking space requirement of 16 parking spaces to instead allow for 9 spaces (LDC Table 7.12), a variance from the landscape island requirement of 8ft wide by 15ft long to allow for 4ft wide by 14ft long (LDC 7.5.4.9), a variance from the green space requirement of 10ft to instead allow for 8ft of green space (LDC 7.10.11.1), and a variance from the minimum front setback of 30ft to instead allow for 15ft from the property line (LDC Table 6.1) for a B-3 zoned property located at 2106 Hardy Street

(PPIN 16451, Ward 4, Forrest County).

BOA Item: B



Zoning Map

- Subject Property
- R-1A
- R-1B
- R-3
- B-1
- B-3

Variance Requests for New Development
2106 Hardy Street
PPIN: 16451
Flood Zone: X
Ward 4, Forrest County

0 500 Feet

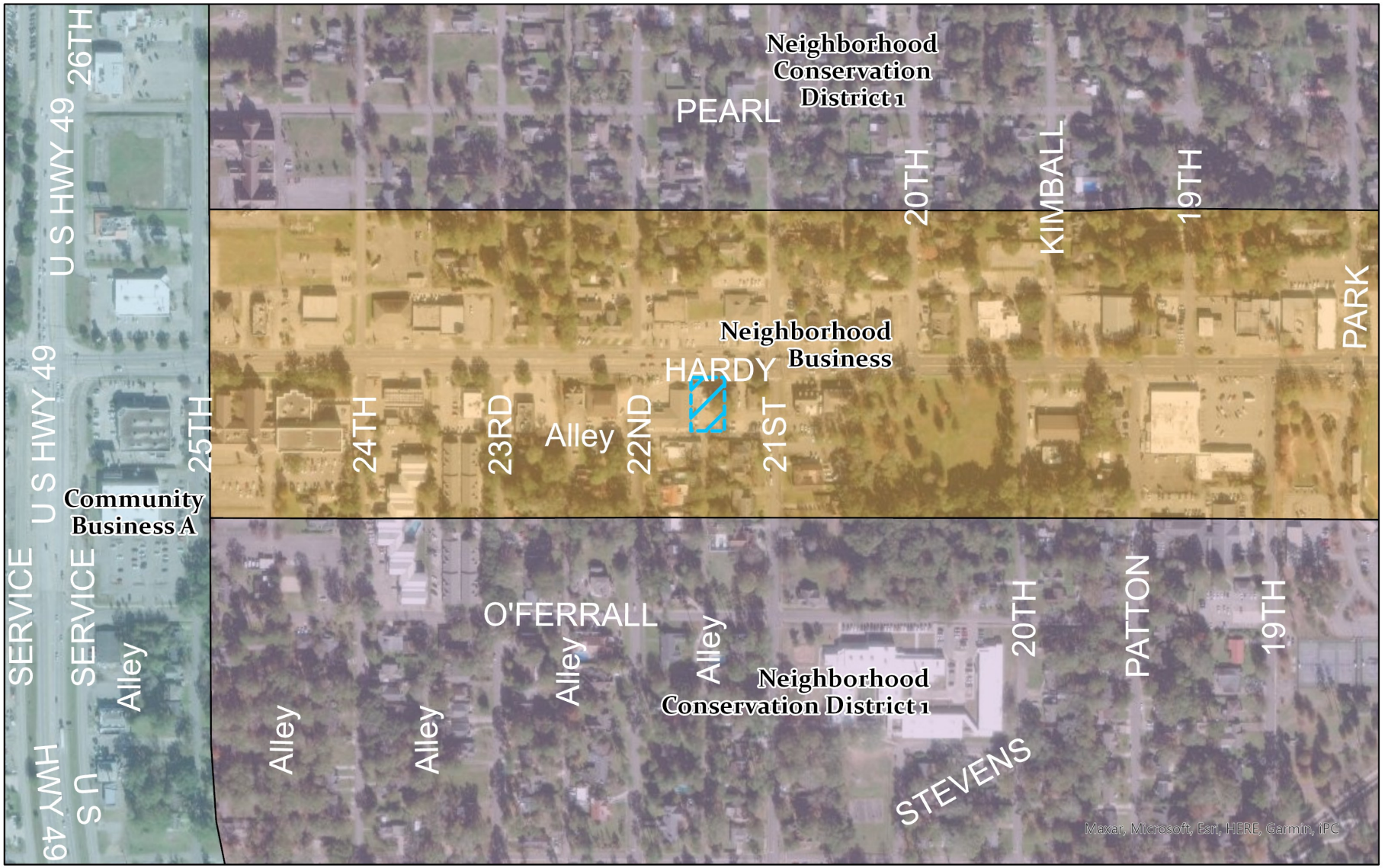
N

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°19'24"W 31°19'27"N

DISCLAIMER: This map is ONLY FOR REFERENCE. There is NO WARRANTY of the accuracy of data.
This information CANNOT be used as a substitute for legal, business, tax or other professional advice.
Map Exported on: 1/13/2025 3:25 PM

BOA Item: B



Future Land Use Map
- Subject Property
- Community Business A
- Neighborhood Business
- Neighborhood Conservation District 1
- City Boundaries

Variance Requests for New Development
2106 Hardy Street
PPIN: 16451
Flood Zone: X
Ward 4, Forrest County

0 400 800 Feet

N

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°19'25"W 31°19'27"N

DISCLAIMER: This map is ONLY FOR REFERENCE. There is NO WARRANTY of the accuracy of data.
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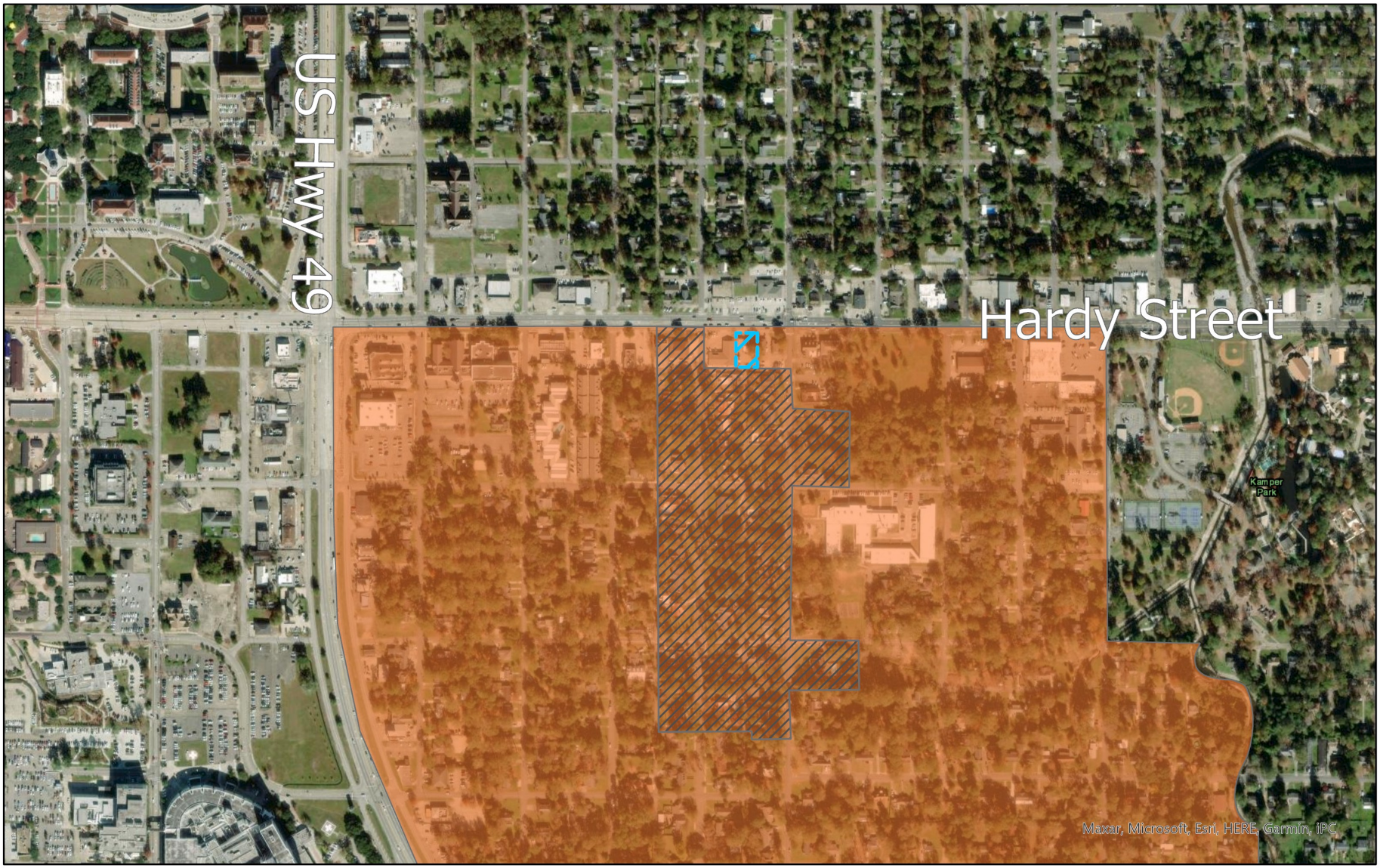
BOA Item: B



Historic District Map

- Subject Property
- Parkhaven Historic District,Local
- Parkhaven National Register District,National Register
- City Boundaries

Variance Requests for New Development
2106 Hardy Street
PPIN: 16451
Flood Zone: X
Ward 4, Forrest County

0 400 800
Feet

N

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°19'27"W 31°19'24"N

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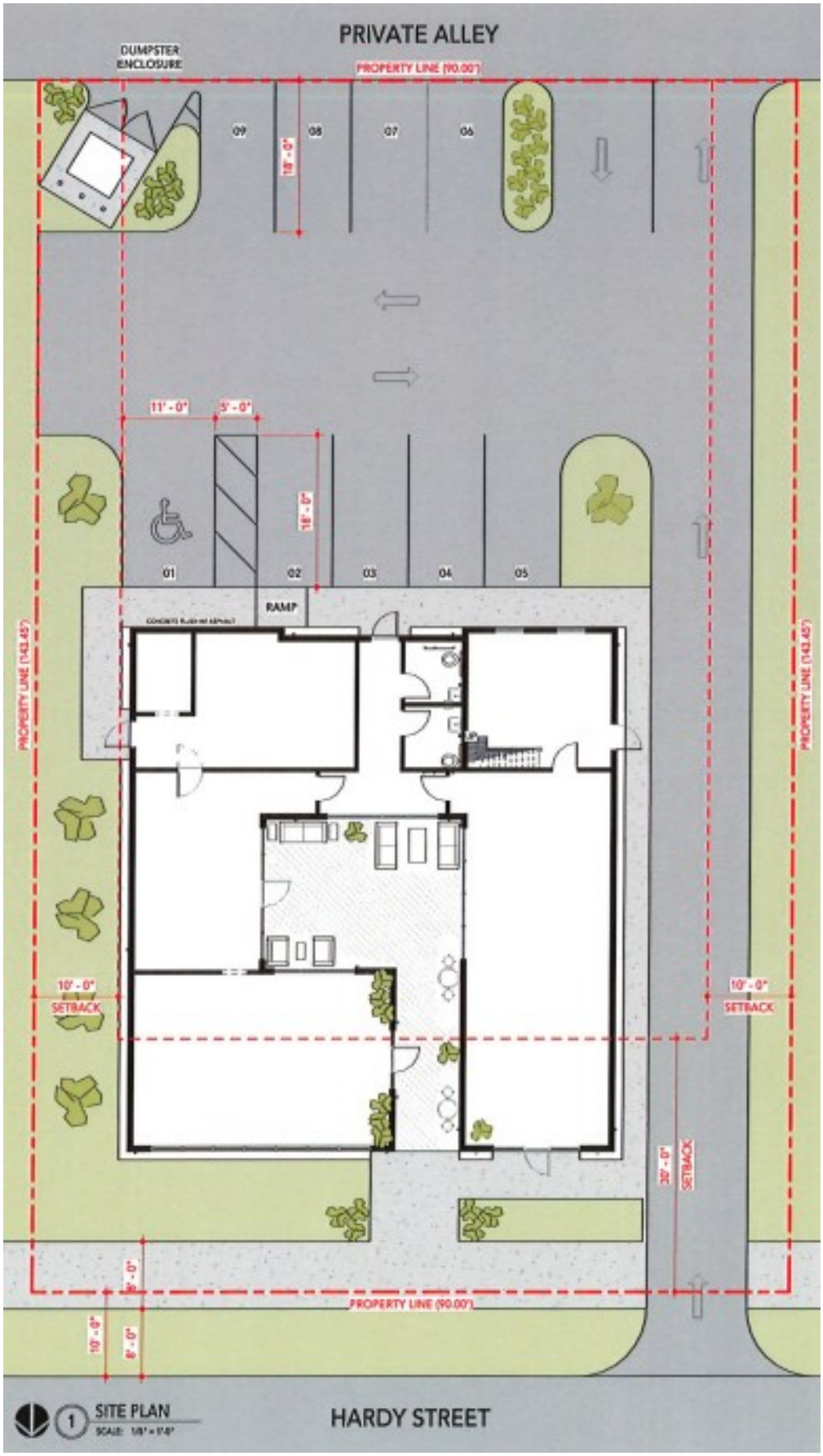
Site Aerial

Property Area

Property Area

Proposed Site Plan



Proposed Site Plan

Proposed

Proposed

Proposed

URBAN DEVELOPMENT
PLANNING DIVISION

Public Hearing Application

P.O. BOX 1898 (200 Forrest Street/39401)
Hattiesburg, MS 39403-1898
Department of Urban Development
(601) 545-4599 or FAX (601) 545-1962

APPLICANT:

Applicant Name: Rion Snowden, Verb Architecture
Project Name: Little Wine Shoppe
Proposed Use(s): New restaurant, bar, and retail space with parking lot.
Project Street Address: 2106 Hardy Street, Hattiesburg, MS 39401
PPIN Number(s) (if unknown, can be found on tax receipt): 16451

PLEASE BE SURE TO FILL OUT PP. 1-5 AND SEE FEES ON P. 6

Application for (check all appropriate types):

- ☒ Variance (see below)
- ☐ Subdividing of Lot, Parcel, or Tract (see p. 12)
- ☐ Street or Alley Renaming (see pp. 13-14)
- ☐ Vacating Street or Alley (see pp. 13-14)
- ☐ Conditional Use (see below)
- ☐ Re-Zoning (see below)
- ☐ Overlay District
- ☐ Planned Mixed-Use District

For Variance Only (check all appropriate variance types), see pp. 7 & 8:

- ☐ Sign
- ☐ Setback (front, side, or rear _____)
- ☐ Off-Site Parking
- ☐ Lot Width
- ☐ Lot Coverage Area
- ☐ Buffer
- ☐ Open Space
- ☒ Other: Curb Cut / Parking Quantity / Landscape Island / 8' Sidewalk / Front Setback

For Conditional Use Permit Only (check applicable type), see pp. 9 & 10:

- ☐ Automotive Filling Station
- ☐ Digital Billboard, New
- ☐ Restaurant
- ☐ Telecommunications
- ☐ Digital Billboard, Replacement
- ☐ Solar Farm
- ☐ Other: _____

For Re-Zoning Only, see p. 11:

Existing Zoning: _____
Proposed Zoning: _____

STAFF USE ONLY – Do Not Complete:

Pre-Application Date: _____ Planner: _____
Parcel Number(s): _____ Historic District(s): _____
Flood Zone(s): _____ Zoning Districts(s): _____
Project No.: _____

Code Sections:

LDC Section No. _____
Section No. _____
Section No. _____
Section No. _____
Section No. _____

RECIVED DATE & INITIALS:

OWNER AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **OWNER(s)** of the subject property located at 2106 HARDY ST. HATTIESBURG MS,
Street Address **City** **State**

on this the 17 day of DECEMBER, 2024.

In the matter of this request, the property owner further authorizes the following named person(s) to represent them at the public hearing on this petition.

on this the 17 day of December, 2024.

Christen Raanes Brady Raanes
Property Owner (print)

Property Owner (signature)

STATE OF Mississippi
COUNTY OF Forrest

Personally came and appeared before me, the within named Christen Raanes & Brady Raanes,
who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 18th day of December, 2024.

Keyk Eldrika
NOTARY PUBLIC

State of Mississippi
ELDRIKA KEYS, Notary Public
Forrest County
My Commission Expires February 21, 2027
Commission Number 347159

My Commission Expires:
February 21, 2027

APPLICANT AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE **APPLICANT** OF THIS PETITION, ONLY IF DIFFERENT FROM THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **APPLICANT(s)** of the subject property located at 2106 Hardy Street (**Street Address**) Hattiesburg (**City**) MS (**State**),

on this the 19th day of December, 2024.

Rion Snowden, Architect
Applicant (print)

Applicant (signature)

STATE OF Mississippi

COUNTY OF Forrest

Personally came and appeared before me, the within named Rion Snowden,

who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 19th day of December, 2024.

Mara Chitic Holmes
NOTARY PUBLIC

MARA CHITIC-HOLMES COMM. # 335694 NOTARY PUBLIC COMMISSION EXPIRES 8-30-2026 LAMAR COUNTY, STATE OF MISSISSIPPI

My Commission Expires:
8/30/2026

PLANNING COMMISSION & BOARD OF ADJUSTMENT – PETITIONER

REQUIRED SUBMITTAL INFORMATION

Deadline for applicant to file petition: 5:00pm (End of business day)
Hattiesburg Planning Commission Meeting Date: Time: 1:00pm
Hattiesburg Board of Adjustment Meeting Date: Time: 3:30pm

There is a 10-day appeal period, required by State Law, between the Planning Commission Meeting and/or Board of Adjustment Meeting and the City Council Meeting – appeals must be filed within this 10-day period.

City Council Agenda Review Date – (you or your representative should attend): Time: 4:00pm
City Council Meeting (Vote) Date – (you or your representative may attend): Time: 5:00pm
There is an additional 10-day appeal period, required by State Law, after City Council Meeting, for all Variances and Conditional Use Permit which ends _____ and a 30-day wait period for Zoning or Street closing/re-naming, PMUs, PRDs, PUDs which ends _____. So, if approved by the City, no final site plan review approvals or building permits could be issued prior to these dates.
Dates and times are subject to change
If an appeal is filed or the petition is tabled for any reason at any stage, the above listed dates would need to be revised.

The following paperwork MUST be attached to this application:

X Site Diagram (11" x 17" preferred size): Drawing to scale prepared by professional engineer/surveyor showing lot dimensions, existing/proposed building, signs, parking areas, etc. (Different standard may be accepted only per approval from staff)

X Site & Design Review Committee, if needed.

X Copy of entire Warranty Deed (filed and recorded at courthouse) with legal description granting title to current owner. (If the Warranty Deed covers a larger piece of property than the current project, a legal description for this project site only may also be required)

X Electronic/Digital copy of legal description REQUIRED for all public notices, saved as Word or text document OR emailed to planning@hattiesburgms.com

X An affidavit (pages 3 & 4) attesting that the applicant or representing party (if other than the owner) is acting on behalf of the owner(s) of record. The affidavit must be sworn to before a notary public or other appropriate official. (Included in owners signature page, or may be a separate document)

X Variance application only: A letter of approval/denial from all adjoining property owners must be obtained and submitted with application. To be provided prior to scheduled meeting.

N/A Other documents needed (per Planning Division):
___ Maps of digital billboard removal sites ___ Maps of digital billboard replacement sites
___ Documentation on measurements ___ Other:_____

X Payment to the City of Hattiesburg for filing application in the amount of $375.

You may be responsible for posting a sign (prepared by Planning Division staff) a minimum of fifteen (15) days prior to the hearing date.
You will be responsible for maintaining the sign for the duration of the public hearing process.

Variance No. 01	$175
Variance No. 02	$50
Variance No. 03	$50
Variance No. 04	$50
Variance No. 05	$50
Total	$375

Required Fees

All fees adopted by Ordinance No. 2977, adopted January 22, 2008, as amended. This is an excerpt from that ordinance:

Public Hearing Fees:

Variance (includes Concept Site Plan Review) ---------- $175.00 per application and one Variance request; plus $50.00 for each additional variance request within same application

Street/Alley Naming or Re-Naming---------- $300.00 per application, plus $100.00 per required street name sign if approved*
(*Fees for replacement street signs shall be paid after City Council approval, but prior to effective date.)

Street/Alley Closing ---------- $300.00 per application

(Conditional) Use Permit ---------- $200.00 per application

Zoning Change ---------- $400.00 per application*
(*see PUD or PRD & zoning package rate)

Planned Unit Development (PUD) or Planned Residential Development (PRD), & (Planned Mixed-Use District PMU) ---------- $400.00 per application
(*see PUD or PRD zoning package rate) or (**see PUD or PRD & Subdivision of Land package rate)

Planned Unit Development (PUD) or Planned Residential Development (PRD) with zoning change package ---------- $600.00 per package application

Subdivision of Land (Preliminary Plats) ---------- $225.00 per application, plus $10.00 for each created lot (** see PUD or PRD & Subdivision of Land package rate)
Note: Final Plats should be submitted to the governing body for approval within 12 months of approval of preliminary plats.

Planned Unit Development (PUD) or Planned Residential Development with Subdivision of Land Package** ---------- $500.00 per application, plus $10.00 for each created lot (**see PUD or PRD & Subdivision of Land package rate)

Change in Land Development Code Text ---------- $200.00 per application

Appeal Fees for Proponent or Opponent appeals to City Council --------- $50.00 per appeal
Exempt from fees – Established Neighborhood Associations

Cancellation/Re-notification fee on any public hearing process (Planning Commission or City Council) that is tabled or cancelled at the owner/developer's Request ---------- $50.00 (per each 100 mailing labels)

OTHER PROCESSES MAY HAVE ADDITIONAL FEES

Make all checks payable to the City of Hattiesburg

FOR VARIANCE APPLICANTS:

The Board of Adjustment has the responsibility to hear and make recommendation on requests for variances to the requirements of this Code (per Section 11.4). **Section 12.4.1** Variances are departures from the standards of the Land Development Code, except land use, which will not be contrary to the public interest and where, owing to conditions peculiar to the property and not as a result of the action of the applicant, a literal enforcement of this Code would result in unnecessary and undue hardship.

The following conditions must be met before a variance can be recommended.

Approval Criteria.

A variance is not a right, but a privilege that property owners meeting the following criteria may request. These criteria are to be used to consider all variance requests. It shall be the burden of the applicant to prove that the request meets these criteria. Use this worksheet or format your own to demonstrate the following criteria.

1. **Hardship.** (a) the hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant. (b) 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.

See supplemental document attached.

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

See supplemental document attached.

3. **Literal Interpretation.** The literal interpretation of the provision of the regulation 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.

See supplemental document attached.

4. **Reasonable Use.** The applicant cannot make reasonable use of the property without the requested variance.

See supplemental document attached.

5. **Minimum Required.** The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.

See supplemental document attached.

6. **Conformance with Purpose of this Code.** The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.

See supplemental document attached.

12.4.1.2 Conditions of Approval. In recommending the granting of a variance, the Board of Adjustment may require appropriate conditions and safeguards in conformity with this Code. Violation of such conditions and safeguards, when made a part of the terms under which a variance is granted, shall be deemed a violation of the Code. The recommendation of the Board Adjustment shall be presented to the City Council for final action.

December 19, 2024
Little Wine Shoppe
Project No. 24-20

verb
inspire
dream
build

SUPPORTING DOCUMENTATION for VARIANCES

for the Public Hearing Application

Variance No. 01

Description:

The proposed curb cut is less than 10 feet from the property line. The size of the proposed site limits the amount of space for a curb cut while achieving the desired building size in conjunction with the required building setbacks. A variance to allow a curb cut 5 feet from the property line is requested. (Land Development Code Section 7.5.2.2)

1. Hardship:
   The proposed curb cut is positioned to allow the building to sit within the required site setbacks but does not allow the curb cut to meet the 10' requirement. We are directly against the East setback and 12' from the West setback. The design includes a one-way drive from Hardy Street to the rear parking area. This is desired by the Owner for easier access from East bound traffic. The proposed design does not allow traffic back out to Hardy Street but redirects through the alley to the South.

2. Special Privilege:
   All adjacent properties have the opportunity for direct access into the site from Hardy Street. Many existing curb cuts are closer than 10' from the property line with some of the directly adjacent lots being a single large curb cut for the entire length of the property line along Hardy Street. This site currently has two oversized curb cuts, and we are proposing to reduce that to a one-way 12' wide curb cut.

3. Literal Interpretation:
   The proposed curb cut shown would not be possible without a variance. To comply with the literal interpretation would require the building to be reduced in size and therefore not meet the Owner's business program or to move the building into the required setback.

4. Reasonable Use:
   Many of the adjacent sites have direct access from Hardy Street and it is the desire of the Owner for their site to have the same. Decreasing the building size or eliminating the drive all together are the only two options for bringing the site design into compliance. There are no opportunities to utilize shared curb cuts with adjacent businesses due to the existing layout of those properties.

Rion Snowden, Principal 855 422 8372

127 Buschman St. Ste. 30, Hattiesburg, MS 39401 verbarchitecture.com

5. Minimum Required:
   The proposed curb cut is 5 feet from the property line. This allows for a green strip against each adjoining property and a sidewalk separating the building from the drive on the West side of the building. This walk will allow foot traffic along Hardy Street to access the rear parking lot and vice versa. It also protects the building by creating a 4' separation between the exterior wall and the one-way drive.

6. Conformance with Purpose of this Code:
   The purpose of this code is to provide an adequate distance between traffic entering and exiting Hardy Street so that traffic does not become congested. With the location of the curb cut not directly adjacent to an intersection and only allowing a one-way entry into the site we have mitigated any conflict. No traffic from the site will exit onto Hardy Street; guests will exit the rear of the site and proceed down the alley to re-enter Hardy Street traffic flow. The proposed design decreases the existing curb cut length currently on the site.

Variance No. 02

Description:
The proposed site layout does not provide enough parking spaces to meet the required number of spaces for 1 per 4 seats for the restaurant area, 1 per 2 seats for the bar area, and 1 per 300sf gross for the retail area. Based on the proposed layout, 16 spaces would be required, and this site plan provides 9 spaces. (Land Development Code - Table 7.12)

1. Hardship:
   The proposed building leaves a minimal area to accommodate parking for a restaurant/bar. This site design accommodates the desire of City development to bring the building fronts forward therefore encouraging parking in the back of the site.

2. Special Privilege:
   Many adjacent properties have encountered the same issue and currently utilize shared parking lots and depend on pedestrian traffic as well as golf carts.

3. Literal Interpretation:
   The limited size of the parcel would not provide enough space for the required 16 parking spaces and associated driveways.

4. Reasonable Use:
   The proposed layout provides the most efficient amount of parking while accommodating all preferred pedestrian routes including the not yet adopted multiuse 8-foot-wide path along Hardy Street.

5. Minimum Required:
   The proposed parking layout showing 9 parking spaces is the closest we can get to the 16 required spaces. Shared parking lots nearby are already being utilized by several businesses, and a similar agreement would be sought after by the Owner if necessary.

6. Conformance with Purpose of this Code:
   The purpose of this code is to provide an adequate number of parking spaces for the number of guests in the restaurant/bar. With improved pedestrian access to the site, increased golf cart traffic, and available overflow parking areas nearby, this proposed layout would meet the quantity needs of the restaurant guests and therefore satisfy the intent of this code.

Variance No. 03

Description:
The green space at the front of the property is shown to be 8'-0" wide instead of 10'-0" wide at the request of City of Hattiesburg administration for future Hardy Street developments.
(Land Development Code - Section 7.10.11.1)

1. Hardship:
   This variance comes at the request of the City of Hattiesburg administration. The request was for an 8-foot-wide green space and an 8-foot-wide multiuse sidewalk that will be incorporated into a future amendment to the Land Development Code for developments along this portion of Hardy Street.

2. Special Privilege:
   This will be an amendment to the Land Development Code and will be required on future developments on other sites in this area to create a connected multiuse path along Hardy Street.

3. Literal Interpretation:
   The amendment has not been incorporated into the Land Development Code to date and was a request of the City of Hattiesburg administration when news of this project was shared.

4. Reasonable Use:
   Not applicable since an amendment to the Land Development Code has not yet been adopted.

5. Minimum Required:
   The variance would result in a minimal reduction of the green space from 10 feet to 8 feet, but the addition of the 8-foot-wide sidewalk allows pedestrian traffic to be further from Hardy Street traffic despite the green space being reduced.

6. Conformance with Purpose of this Code:
   Not applicable since an amendment to the Land Development Code has not yet been adopted.

Variance No. 04

Description:
The proposed site, where the parking area adjoins the alley, does not comply with the landscape island requirement. An island not less than 8 feet wide and 15 feet long is required at the end caps of parking aisles. The proposed landscape islands located at the dumpster enclosure and at the two-way entrance drive do not meet this size requirement. (Land Development Code – Section 7.5.4.9)

1. Hardship:
   The size limitations of the site and the amount of required parking mentioned above in Variance No. 2 create an issue in achieving compliance. Green space and parking islands have been added to the parking lot as well as additional green space in front of the proposed building to comply with the maximum allowable 80% impervious surface code. The enclosed dumpster with hot/cold water connections and grease interceptors are a key requirement for proposed restaurants. Including this, especially at the rear of an already small parcel, did not allow space to achieve the required island sizes. On the opposite side of parking, the required island sizes were achieved.

2. Special Privilege:
   Unfortunately, green space and other pervious surfaces are infrequent and even non-existent on many nearby sites. The reduction in the number of parking spaces was required to incorporate as much pervious square footage as possible while still providing enough parking spaces for restaurant guests.

3. Literal Interpretation:
   The literal interpretation of the required landscape island sizes would result in a loss of an additional 1-2 parking spaces. This would further push the proposed parking lot into non-compliance to the point of infeasibility. Even with the relief of parking burden provided by pedestrian and golf cart traffic, this amount of reduction in required parking would not be permissible.

4. Reasonable Use:
   To comply with the required landscape island size code, the proposed parking lot would not meet the amount desired by the Owner. Supplemental parking agreements with adjacent properties are already being discussed. With a minimum of 9 spaces, the Owner's feel the needs of the restaurant/bar can be met with the addition of such a heavy pedestrian and golf cart presence in the adjacent residential neighborhood.

5. Minimum Required:
   The variance would result in two end cap islands not meeting the minimum required size; the islands are still present but simply not large enough to comply. The proposed site plan attempts to meet the parking needs of the restaurant while also providing as much pervious surface and green area as possible. The border between the proposed parking area and the rear alley will also be absent of a separating concrete curb to improve stormwater runoff but also improve parking congestion.

Rion Snowden Principal 855 422 8372

127 Buschman St. Ste. 30 Hattiesburg, MS 39401 verbarchitecture.com

6. Conformance with Purpose of this Code:
   The purpose of this code is to improve the aesthetic across the site and to prevent large areas of paving lacking landscaping, green space, and adequate drainage. Several lots in this area have minimal to no pervious surface area. The proposed site plan has taken the intent of this code and created a balance between a functional parking lot that meets the needs of the restaurant/bar while still incorporating ample opportunities for green space and landscaping along Hardy Street and between adjacent lots.

Variance No. 05

Description:
The proposed building location on the site plan is within the minimum 30' front setback for B-3. The front wall of the proposed building is located approximately 15' from the from property line and approximately 25' from the edge of Hardy Street. (Land Development Code – Table 6.1)

1. Hardship:
   The existing parcel, due to its limited size, presents difficulties in achieving a building large enough to meet the Owner's needs, the amount of parking required, enclosed dumpster area, larger sidewalks requested by the city, etc. The intent of the 8' green space and 8' sidewalk is to make this area of Hattiesburg more pedestrian friendly. In addition to this, parking is encouraged at the back of newly proposed sites therefore making the front elevations more accessible to that pedestrian traffic. By bringing the front of the building closer to Hardy Street, we give the site an opportunity to achieve more parking (though still not enough) in the rear and make the courtyard and front entrances more appealing to those travelling along Hardy Street, whether vehicle or pedestrian.

2. Special Privilege:
   This variance does not grant special privilege because many of the existing buildings along this portion of Hardy Street are within the 30' front setback minimum as is. The city has also encouraged closer building fronts in new site development to create a consistent line of development without obscuring our buildings and Hardy Street fronts with parking lots and parked cars.

3. Literal Interpretation:
   The literal interpretation would require shifting the proposed building 15' to the rear of the site; doing this would eliminate half of the already non-compliant number of parking spaces. By having the building closer to Hardy, we can have more parking at the rear and a more pedestrian friendly front façade.

4. Reasonable Use:
   As stated above, the site would not be able to accommodate the needed number of parking spaces or the desired size of the building by the Owner if we were required to lose an additional 15' of parcel along the Hardy Street perimeter.

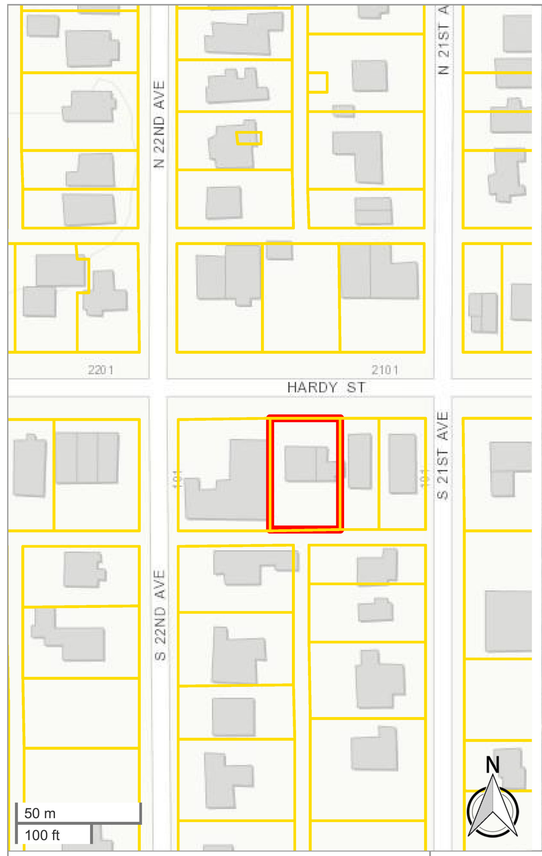
5. Minimum Required:
   We are requesting a variance from the required minimum 30' front setback to allow a setback of 15' (25' from the edge of Hardy Street) so that we can add an additional row of parking in the rear with a double lane drive. While the number of spaces only totals 9 instead of the required 16, the Owner feels this amount is adequate with the opportunity for minimal overflow parking agreements with neighboring properties.

6. Conformance with Purpose of this Code:
   The purpose of this code is to govern where the front of the building is permitted to begin on a proposed site. The city has a desire for future development along this portion of Hardy Street to become more pedestrian friendly and serve as a connection between Downtown and Midtown. Closer building fronts that do not pose a safety hazard but instead cultivate and encourage pedestrian interaction paired with the newly proposed multi-use 8' sidewalks are essential for making that connection happen.

Rion Snowden Principal 855 422 8372

127 Buschman St. Ste. 30 Hattiesburg, MS 39401 verbarchitecture.com

FACING SOUTH FROM HARDY STREET



Forrest County, MS

Forrest County online map access is provided as a public service, as is, as available and without warranties, expressed or implied. Content published on this website is for informational purposes only, and is not intended to constitute a legal record nor should it be substituted for the advice or services of a licensed professional. Parcel map information is prepared for the inventory of real property found within County jurisdiction and is compiled from recorded deeds, plats, and other public documents in accordance with Land Records Technical Specifications for Base, Cadastral and Digital Mapping Systems. Users are hereby notified that the aforementioned public record sources should be consulted for verification of information. With limited exception, data available on this website originates from Forrest County Land Records GIS and is maintained for the internal use of the County. The County of Forrest and the Website Provider disclaim all responsibility and legal liability for the content published on this website. The user agrees that Forrest County and its Assigns shall be held harmless from all actions, claims, damages or judgments arising out of the use of County data.

Forrest County Tax Assessor/Collector
601 Main St
Hattiesburg, MS 39401
(601) 582-8228

Date Printed: 11/22/2024

PPIN:	**16451**
PARCEL_ID:	**2-0280-08-003.00**
OWNERNAME:	**CRAFT RHEANNE**
ADDRESS1:	**112 WEST LAKE ROAD**
ADDRESS2:	
CITY:	**HATTIESBURG**
STATE:	**MS**
ZIP:	**39402**
SECTION:	**08**
TOWNSHIP:	**04N**
RANGE:	**13W**
LEGAL1:	**LOTS 3 & 4 LESS W 10FT LOT 4**
LEGAL2:	**BLK 1**
LEGAL3:	**PREV #:H0324-01-003**
TAX_DIST:	**1110**
CULT_AC1:	**0**
CULT_AC2:	**0**
UNCULT_AC1:	**0**
UNCULT_AC2:	**0**
TOTAL_AC:	**0**
CULT_VAL1:	**86220**
CULT_VAL2:	**0**
UNCUL_VAL1:	**0**
UNCUL_VAL2:	**0**
LAND_VAL:	**86220**
IMP_VAL1:	**0**
IMP_VAL2:	**0**
TOTALVALUE:	**86220**
EXEMPT_COD:	**0**
HOMESTEAD:	
DEED_BOOK:	**1306**
DEED_PAGE:	**0689**
DEED_DATE:	**3/10/2019**
SITUS_ADDR:	**2106 HARDY STREET**

verb architecture

127 Buschman St, Ste 30
Hattiesburg, MS 39402

RION SNOWDEN, Architect
rion@verbarchitecture.com
601 329 9867

ETHAN HARTFIELD
ethan@verbarchitecture.com
601 270 8863

PROJECT:
LITTLE WINE SHOPPE
2106 HARDY STREET | HATTIESBURG, MS 39401

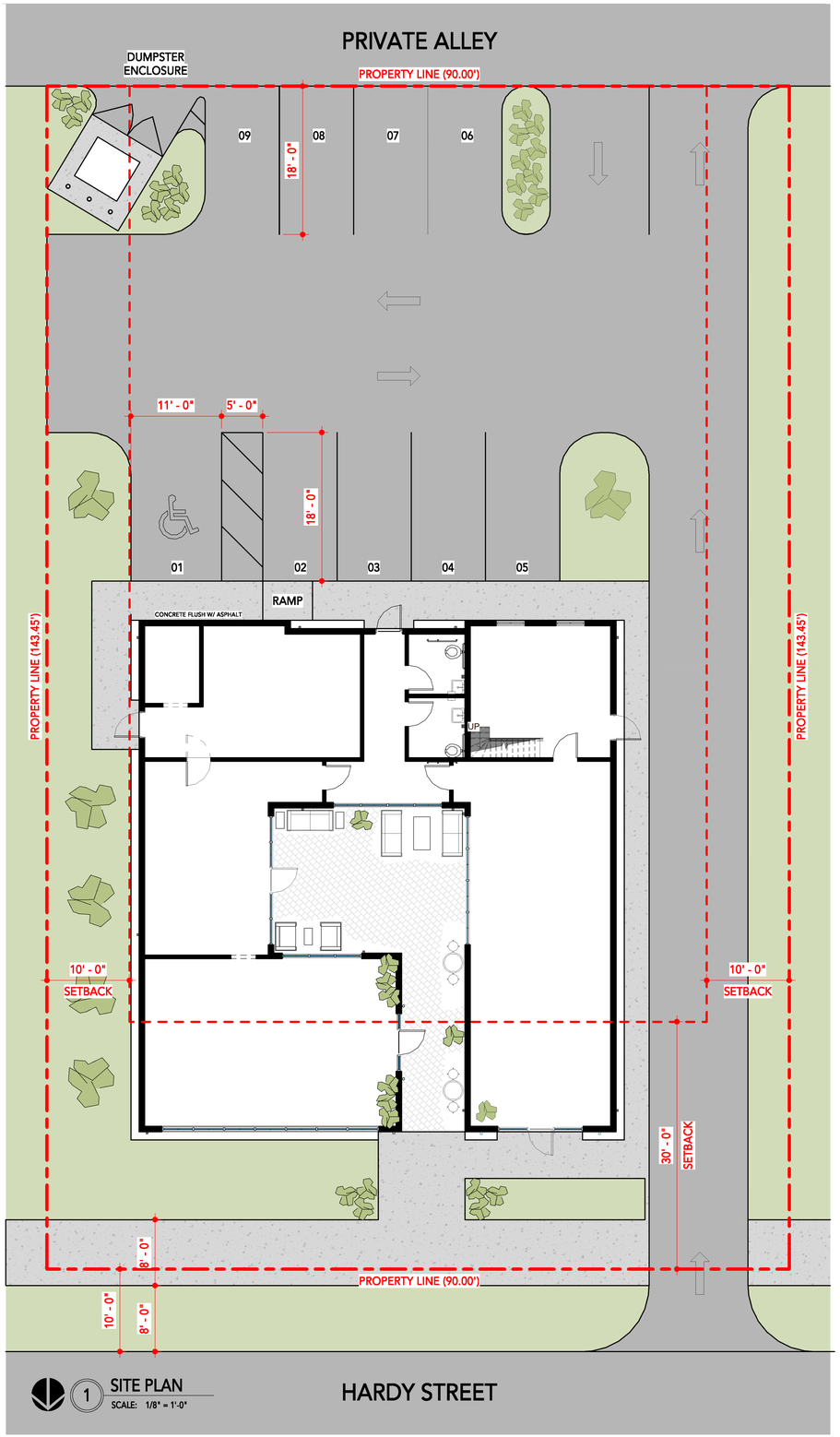
NOTES:
All plumbing, mechanical, and electrical work shown is for planning and coordination purposes only. Contractor is to ensure that all work complies with all applicable codes, standards, and local ordinances.

DATE: 11/01/2024
PROJECT NO: 24-20
REVISION

EXISTING SITE

SCALE:
DRAWN BY: EH
CHECKED BY:

A0



1 SITE PLAN
SCALE: 1/8" = 1'-0"

2 FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

verb architecture

127 Buschman St, Ste 30
Hattiesburg, MS 39402

RION SNOWDEN, Architect
rion@verbarchitecture.com
601 329 9867

ETHAN HARTFIELD
ethan@verbarchitecture.com
601 270 8863

PROJECT:
LITTLE WINE SHOPPE
2106 HARDY STREET | HATTIESBURG, MS 39401

NOTES:
All plumbing, mechanical, and electrical work shown is for planning and coordination purposes only. Contractor is to ensure that all work complies with all applicable codes, standards, and local ordinances.

DATE: 11/01/2024
PROJECT NO: 24-20
REVISION

FIRST FLOOR PLAN

SCALE: As indicated
DRAWN BY: EH
CHECKED BY:

A1

verb
inspire
dream
build

verb
inspire
dream
build
THE LITTLE
WINE
SHOPPE

verb
inspire
dream
build

December 19, 2024
Little Wine Shoppe
Project No. 24-20

verb
inspire
dream
build

LEGAL DESCRIPTIONS for SUBMITTED PROPERTIES

for the Public Hearing Application

Parcel No. 01

PPIN:16451 | Parcel ID: 2-028O-08-003.00 | 2106 Hardy Street, Hattiesburg, MS 39401

LEGAL DESCRIPTION:

*LOTS 3 AND 4, **LESS** THE WEST 30 FEET OF LOT 4, BLOCK 1. HATTIESBURG HEIGHTS FOURTH SURVEY AS PER MAP OR PLAT THEREOF ON FILE IN THE OFFICE OF THE CHANCER CLERK OF FORREST COUNTY, MISSISSIPPI; ALL TOGETHER WITH ALL IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING.*

Rion Snowden, Principal 855 422 8372

127 Buschman St. Ste. 30, Hattiesburg, MS 39401 verbarchitecture.com

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Wiley Quinn, Urban Development Director**

cc: **Charles Copeland, Division Manager**

Date: **Tuesday, March 4, 2025**

Re: **Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.**
File Number: 2025-164
Minute Book #

Summary
Adopt Resolutions of Adjudication 03 04 2025

Recommendation Statement
I recommend the adoption of resolutions adjudicating property maintenance costs and penalties for the properties on the attached list.

Please place this on the March 4, 2025 City Council meeting for consideration.

MAYOR
Toby Barker

COUNCIL - WARD ONE	COUNCIL - WARD TWO	COUNCIL - WARD THREE	COUNCIL - WARD FOUR	COUNCIL - WARD FIVE
Jeffrey George	***Deborah Denard Delgado***	***Carter Carroll***	***Dave Ware***	***Nicholas Brown***

TO: Mayor and City Council

FR: Wiley Quinn, Urban Development Director

DATE: March 4, 2025

RE: Adopt Resolutions of Adjudication

I recommend adopting Resolutions adjudicating and directing the placement as an assessment for the cleanup cost and Title Opinion cost, not to exceed the value of the property by State Law, against the following properties.

Owner	Address	Clean Up Costs	WARD	PPIN
Welton McGee & et. al	702 McKinley Street	$494.50	2	21997
Perry Miller	700 McKinely Street	$494.50	2	21996
Anita Brown Marsh	715 McKinley Street	$494.50	2	22009
Laveria Dent	714 McKinely Street	$494.50	2	22004
Ethel M H Russell & et al	1317 Hall Avenue	$494.50	2	22032
Curtis R. Gates	1403 Hall Avenue	$494.50	2	20533
Curtis R. Gates	1307 Hall Avenue	$494.50	2	22050

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551

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 4th day of March, 2025, the following Resolution:

RESOLUTION

ADOPT RESOLUTION ADJUDICATING AND DIRECTING THE PLACEMENT AS AN ASSESSMENT FOR THE CLEANUP COSTS AND APPLICABLE PENALTIES, NOT TO EXCEED THE VALUES PRESCRIBED BY STATE LAW, AGAINST THE FOLLOWING PROPERTY, 702 McKinley Street

INDEXING INSTRUCTIONS: SECTION: 14, TOWNSHIP: 04N, RANGE: 13W, LOT: 14, BLOCK: 1, MCINNIS, MITCHELL & LONGRE SUBDIVISION/, HATTIESBURG, MS, PARCEL: 2-037D-14-056.00, PPIN: 21997

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by Terry's Backhone & Tree Service on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Welton McGee & et al	702 McKinley Street	2-037D-14-056.00	$494.50
			Total: $494.50

Parcel : 2-037D-14-056.00, 702 McKinley Street, and better described as Lot Fourteen (14) in Block One (1) of the McInnis, Mitchell and Longre Subdivision of the City of Hattiesburg, Forrest County, Mississippi, according to the official plat of said subdivision on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi.

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

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

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

YEAS: **NAYS:** **ABSENT:**

The President thereby declared the motion carried and the Resolution adopted this the 4th day of March, 2025.

(S E A L)

ATTEST: **ADOPTED:**

_____ _____
CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 4th day of March, 2025.

ATTEST: **APPROVED:**

_____ _____
CITY CLERK **MAYOR**

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551

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 4th day of March, 2025, the following Resolution:

RESOLUTION

ADOPT RESOLUTION ADJUDICATING AND DIRECTING THE PLACEMENT AS AN ASSESSMENT FOR THE CLEANUP COSTS AND APPLICABLE PENALTIES, NOT TO EXCEED THE VALUES PRESCRIBED BY STATE LAW, AGAINST THE FOLLOWING PROPERTY, 700 McKinley Street

INDEXING INSTRUCTIONS: SECTION: 14, TOWNSHIP: 04N, RANGE: 13W, LOT: 13, BLOCK: 1, SUBDIVISION/ADDITION, HATTIESBURG, MS, PARCEL: 2-037D-14-057.00, PPIN: 21996

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by Terry's Backhone & Tree Service on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Perry Miller	700 McKinley Street	2-037D-14-057.00	$494.50
			Total: $494.50

Parcel 2-037D-14-057.00, 700 McKinley Street, and better described as Lot 13, Block 1 of the McInnis, Mitchell and Longre Subdivision of the City of Hattiesburg, Forrest County, State of Mississippi, as per map or plat on file in the office of the Chancery Clerk of said County.

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

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

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

YEAS: **NAYS:** **ABSENT:**

The President thereby declared the motion carried and the Resolution adopted this the 4th day of March, 2025.

(S E A L)

ATTEST: **ADOPTED:**

_____ _____
CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 4th day of March, 2025.

ATTEST: **APPROVED:**

_____ _____
CITY CLERK **MAYOR**

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551

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 4th day of March, 2025, the following Resolution:

RESOLUTION

ADOPT RESOLUTION ADJUDICATING AND DIRECTING THE PLACEMENT AS AN ASSESSMENT FOR THE CLEANUP COSTS AND APPLICABLE PENALTIES, NOT TO EXCEED THE VALUES PRESCRIBED BY STATE LAW, AGAINST THE FOLLOWING PROPERTY, 715 McKinley Street

INDEXING INSTRUCTIONS: SECTION: 14, TOWNSHIP: 04N, RANGE: 13W, LOT: 5, BLOCK: 2, MCINNIS, MITCHELL & LONGRE SUBDIVISION/, HATTIESBURG, MS, PARCEL: 2-037D-14-064.00, PPIN: 22009

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by Terry's Backhoe & Tree Service on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Anita Brown Marsh	715 McKinley Street	2-037D-14-064.00	$494.50
			Total: $494.50

Parcel 2-037D-14-064.00, 715 MicKinley Street, and better described as Lot No. Five (5) in Block No. Two (2) of the McInnis, Mitchell & Longre Subdivision of the City of Hattiesburg. Forrest County, Mississippi according to the official plat of said subdivision on file and of record in the office of the Chancery Clerk of said county

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

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

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

YEAS: **NAYS:** **ABSENT:**

The President thereby declared the motion carried and the Resolution adopted this the 4th day of March, 2025.

(S E A L)

ATTEST: **ADOPTED:**

_____ _____
CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 4th day of March, 2025.

ATTEST: **APPROVED:**

_____ _____
CITY CLERK **MAYOR**

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551

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 4th day of March, 2025, the following Resolution:

RESOLUTION

ADOPT RESOLUTION ADJUDICATING AND DIRECTING THE PLACEMENT AS AN ASSESSMENT FOR THE CLEANUP COSTS AND APPLICABLE PENALTIES, NOT TO EXCEED THE VALUES PRESCRIBED BY STATE LAW, AGAINST THE FOLLOWING PROPERTY, 714 McKinley Street

INDEXING INSTRUCTIONS: SECTION: 14, TOWNSHIP: 04N, RANGE: 13W, LOT: 20, BLOCK: 1, MCINNIS, MITCHELL & LONGRE SUBDIVISION/, HATTIESBURG, MS, PARCEL: 2-037D-14-049.00, PPIN: 22004

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by Terry's Backhone & Tree Service on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Laveria Dent	714 McKinley Street	2-037D-14-049.00	$494.50
			Total: $494.50

Parcel 2-037D-14-049.00, 714 McKinley Street, better described as Lot 20, Block 1, McInnis, Mitchell & Longre Addition. Map or plat of said addition is on file and of record in the office of the Chancery Clerk of Forrest County at Hattiesburg, Mississippi.

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

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

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

YEAS: **NAYS:** **ABSENT:**

The President thereby declared the motion carried and the Resolution adopted this the 4th day of March, 2025.

(S E A L)

ATTEST: **ADOPTED:**

_____ _____
CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 4th day of March, 2025.

ATTEST: **APPROVED:**

_____ _____
CITY CLERK **MAYOR**

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551

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 4th day of March, 2025, the following Resolution:

RESOLUTION

ADOPT RESOLUTION ADJUDICATING AND DIRECTING THE PLACEMENT AS AN ASSESSMENT FOR THE CLEANUP COSTS AND APPLICABLE PENALTIES, NOT TO EXCEED THE VALUES PRESCRIBED BY STATE LAW, AGAINST THE FOLLOWING PROPERTY, 1317 Hall Avenue

INDEXING INSTRUCTIONS: SECTION: 14, TOWNSHIP: 04N, RANGE: 13W, LOTS: 11 & 12, BLOCK: 3, MCINNIS, MITCHELL & LONGRE SUBDIVISION, HATTIESBURG, MS, PARCEL: 2-037D-14-084.00, PPIN: 22032

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by Terry's Backhone & Tree Service on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Ethel M H Russell & et al	1317 Hall Avenue	2-037D-14-084.00	$494.50
			Total: $494.50

Parcel 2-037D-14-084.00, 1317 Hall Avenue, also described as the east 1/2 of Lots 11 and 12 of Block 3 of the McInnis, Mitchell and Longre subdivision of the City of Hattiesburg, Mississippi Forrest County, Mississippi, also described as the east 1/2 of Lots 11 and 12 of Block 3 of the McInnis, Mitchell and Longre subdivision of the City of Hattiesburg, Mississippi Forrest County, Mississippi.

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

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

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

YEAS: **NAYS:** **ABSENT:**

The President thereby declared the motion carried and the Resolution adopted this the 4th day of March, 2025.

(S E A L)

ATTEST: **ADOPTED:**

_____ _____
CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 4th day of March, 2025.

ATTEST: **APPROVED:**

_____ _____
CITY CLERK **MAYOR**

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
City of Hattiesburg
Council Clerk's Office
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Hattiesburg, MS 39403-1898
(601) 545-4551

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 4th day of March, 2025, the following Resolution:

RESOLUTION

ADOPT RESOLUTION ADJUDICATING AND DIRECTING THE PLACEMENT AS AN ASSESSMENT FOR THE CLEANUP COSTS AND APPLICABLE PENALTIES, NOT TO EXCEED THE VALUES PRESCRIBED BY STATE LAW, AGAINST THE FOLLOWING PROPERTY, 1403 Hall Avenue

INDEXING INSTRUCTIONS: SECTION: 14, TOWNSHIP: 04N, RANGE: 13W, LOTS: 13 & 14, BLOCK: 2, MCINNIS, MITCHELL & LONGRE SUBDIVISION, HATTIESBURG, MS, PARCEL: 2-037D-14-083.00, PPIN: 22016

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by Terry's Backhone & Tree Service on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Curtis R. Gates	1403 Hall Avenue	2-037D-14-083.00	$494.50
			Total: $494.50

Parcel 2-037D-14-083.00, 1403 Hall Avenue, and better described as Lots 13 and 14 in Block 2 of and according to the Mcinnis, Mitchell and Longre survey and addition to the City of Hattiesburg, Mississippi, as per the map or plat thereof on file in the office of the chancery clerk of Forrest County, State of Mississippi, together with all improvements thereon and all appurtenances thereunto belonging.

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

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

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

YEAS: **NAYS:** **ABSENT:**

The President thereby declared the motion carried and the Resolution adopted this the 4th day of March, 2025.

(S E A L)

ATTEST: **ADOPTED:**

_____ _____
CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 4th day of March, 2025.

ATTEST: **APPROVED:**

_____ _____
CITY CLERK **MAYOR**

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551

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 4th day of March, 2025, the following Resolution:

RESOLUTION

ADOPT RESOLUTION ADJUDICATING AND DIRECTING THE PLACEMENT AS AN ASSESSMENT FOR THE CLEANUP COSTS AND APPLICABLE PENALTIES, NOT TO EXCEED THE VALUES PRESCRIBED BY STATE LAW, AGAINST THE FOLLOWING PROPERTY, 1307 Hall Avenue

INDEXING INSTRUCTIONS: SECTION: 14, TOWNSHIP: 04N, RANGE: 13W, LOT: 12, BLOCK: 4, MCINNIS, MITCHELL & LONGRE SUBDIVISION, HATTIESBURG, MS, PARCEL: 2-037D-14-105.00, PPIN: 22050

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by Terry's Backhone & Tree Service on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Curtis R. Gates	1307 Hall Avenue	2-037D-14-105.00	$494.50
			Total: $494.50

Parcel 2-037D-14-105.00, 1307 Hall Avenue, and better described as Lot 12 Block 4 Mcinnis, Mitchell, & Longre addition to of the City of Hattiesburg, Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of the Forrest County, Mississippi.

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

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

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

YEAS: **NAYS:** **ABSENT:**

The President thereby declared the motion carried and the Resolution adopted this the 4th day of March, 2025.

(S E A L)

ATTEST: **ADOPTED:**

_____ _____
CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 4th day of March, 2025.

ATTEST: **APPROVED:**

_____ _____
CITY CLERK **MAYOR**

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Wiley Quinn, Urban Development Director**

cc: **Charles Copeland, Division Manager**

Date: **Tuesday, March 4, 2025**

Re: **Adopt a Resolution setting Public Hearing on Monday, April 7th, 2025 at 4:00 p.m. in the City Council Chambers located at City Hall to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.**
File Number: 2025-167
Minute Book #

Summary
Set Public Hearing 04 07 2025, Unsafe Properties.

Recommendation Statement
I recommend the setting of a Public Hearing to consider the state of the listed attached properties to determine if these properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.

Please place this on the March 4, 2025 City Council meeting for consideration.

MAYOR
Toby Barker

COUNCIL - WARD ONE	COUNCIL - WARD TWO	COUNCIL - WARD THREE	COUNCIL - WARD FOUR	COUNCIL - WARD FIVE
Jeffrey George	*Deborah Denard Delgado*	*Carter Carroll*	*Dave Ware*	*Nicholas Brown*

MEMORANDUM

TO: Mayor and City Council

FROM: Wiley Quinn, Urban Development Director

DATE: March 4, 2025

RE: Set Public Hearing

The Code Enforcement Division requests that the City Council hold a Public Hearing on Monday, April 7, 2025 to determine if the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provisions of MS Code 1972, Section 21-19-11.

	Address	**PPIN**	**Ward**	**Violations**	**Proposed Actions**	**Estimated Cost**	**Estimated Penalty**
1.	0 7th Street Hattiesburg, MS 39401	25849	2	VS, GAR/RUB, OGL	Cut, Clean	$2,500	$1,500
2.	141 Redus Street Hattiesburg, MS 39401	20670	2	DB, VS, US, OGL	Cut, Clean, Demo	$10,700	$1,500
3.	143 Redus Street Hattiesburg, MS 39401	20669	2	DB, VS, US, OGL	Cut, Clean, Demo	$7,600	$1,500
4.	212 N Tipton Street Hattiesburg, MS 39401	21160	2	DB, VS, US, HT, OGL	Cut, Clean, Secure, Demo	$7,900	$1,500
5.	504 Broad Street Hattiesburg, MS 39401	19615	4	GAR/RUB, OGL	Cut, Clean	$5,000	$1,500
6.	6 Canterbury Drive Hattiesburg, MS 39402	25404	3	DB, DS, US, HT, OGL	Cut, Clean, Demo	$26,000	$1,500

Garbage & Rubbish=GAR/RUB
Dilapidated Building=DB
Dangerous Structure=DS
Imminent Danger=ID
Overgrown Lot=OGL
Open Storage=OS
Unsafe Structure=US
Abandoned Vehicle=AV
Abandoned Structure=AS
Vacant Structure=VS
Owner Responsibility=OR

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

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

RESOLUTION

WHEREAS, complaint has been made to the City of Hattiesburg, Mississippi, that the following properties to wit:

	Address	PPIN	Ward	Violations
1.	0 7th Street	25849	2	VS, GAR/RUB, OGL
2.	141 Redus Street	20670	2	DB, VS, US, OGL
3.	143 Redus Street	20669	2	DB, VS, US, OGL
4.	212 N Tipton Street	21160	2	DB, VS, US, HT, OGL
5.	504 Broad Street	19615	4	GAR/RUB, OGL
6.	6 Canterbury Drive	25404	3	DB, DS, US, HT, OGL

are in such a state of uncleanliness so as to be a menace to the health and safety of the community; and

WHEREAS, it is in the public interest that the City Council, on its own motion, hold hearings as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the above properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, that the owners of the above-described properties be notified, as provided by law, of a hearing to be held by the City Council in the City Council Chambers located at City Hall in Hattiesburg, Mississippi, at 4:00 p.m. on Monday, April 7, 2025, to determine whether or not the above- described properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

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

YEAS: NAYS: ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 4th day of March, 2025.

(SEAL)

ATTEST: ADOPTED:

_____ _____
CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 4th day of March, 2025.

ATTEST: APPROVED:

_____ _____
CITY CLERK MAYOR

Memorandum

To: Mayor Toby Barker and Members of City Council

From: Malcolm Berch, Administration

cc:

Date: Tuesday, March 4, 2025

Re: - Removed -
File Number: 2025-180
Minute Book #

Summary

Recommendation Statement

Please place this on the March 4, 2025 City Council meeting for consideration.

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Ann Jones, Chief Administrative Officer**

cc:

Date: **Tuesday, March 4, 2025**

Re: **Adopt a Resolution declaring surplus, signage acquired with the purchase of property at PPIN #18609, and authorize disposition by the execution of a bill-of-sale from the City of Hattiesburg to The Lucky Rabbit, LLC., in accordance with 21-17-1.**
File Number: 2025-176
Minute Book #

Summary
Adopt a Resolution declaring surplus, signage acquired with the purchase of property at PPIN #18609, and authorize disposition by the execution of a bill-of-sale from the City of Hattiesburg to The Lucky Rabbit, LLC., in accordance with 21-17-1.

Recommendation Statement
I recommend that this item be approved.

Please place this on the March 4, 2025 City Council meeting for consideration.

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines that a Barq's Rootbeer Sign that was acquired with the purchase of 314 Bay Street, is not needed for municipal or related purposes and will 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 convey said property in accordance with appropriate Miss Code statues; and

WHEREAS, a valuation of the subject property was conducted by Highway 49 Antique Market, Ken Dickinson, Appraiser, on February 21, 2025, showing the value of the interests to be $350.00; and

WHEREAS, the governing authorities of the City of Hattiesburg desire to dispose of said property;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Hattiesburg City Council does hereby declare surplus the aforementioned property and authorizes sale of the same to The Lucky Rabbit, LLC, in the amount of $350.00

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted, on this 4th day of March 2025.

(SEAL)

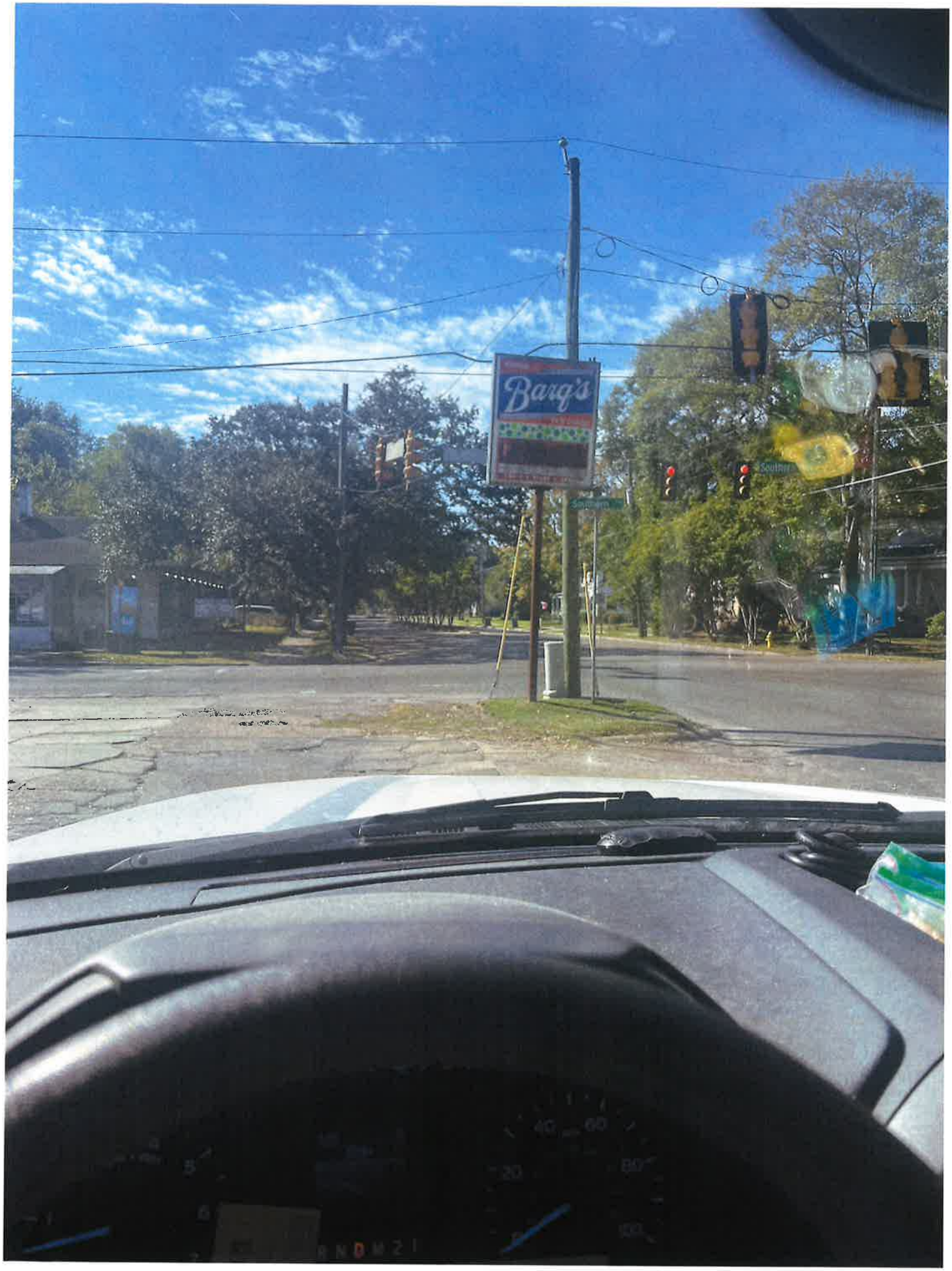
ATTEST: ADOPTED:

_____ _____
CLERK OF COUNCIL PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, on this 4th day of March 2025.

ATTEST: ADOPTED:

_____ _____
CITY CLERK MAYOR


Barq's

Hwy 49. Antique Market

2-21-2025

Appraisal on Barq's Sign

I am very familiar with the sign been riding past the sign since the 70's Barq's is very collectible in this area the sign is double sided made of plastic has been painted on both sides to cover up something. the electrical lights will have to be replaced to work its my opinion this sign is worth

$350.00 value

sign only
no pole

Ken Dickinson

★ what hurts the sign is that its made of plastic once broke its worthless paint is hard to remove from plastic without damaging plastic

★ what helps the sign is its Barq's and its is from Hattiesburg and has history in this area.

IF I was buying this sign I would offer $200.00

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Ann Jones, Chief Administrative Officer**

cc: **Wiley Quinn, Urban Development Director**

Date: **Tuesday, March 4, 2025**

Re: **Approve and authorize the Mayor to execute the release of lien documents filed in relation to code enforcement clean-up assessment per attached memo and authorize recording of the same.**
File Number: 2025-156
Minute Book #

Summary
Release of Lien documents filed in relation to Code Enforcement clean-up assessments.

Recommendation Statement
I recommend executing and recording the release of lien documents for the properties on the attached list.

Please place this on the March 4, 2025 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 *Dave Ware*
COUNCIL - WARD FIVE *Nicholas Brown*

MEMORANDUM

TO: Mayor and City Council

FROM: Wiley Quinn, Code Enforcement Division Manager

DATE: March 4th, 2025

RE: Ratification of Release of Lien Documents

Request for ratification of the release of lien documents due to filing in error for the following properties:

PROPERTY OWNER'S NAME	PROPERTY ADDRESS	PPIN	BOOK/PAGE NUMBER WITH THE FORREST COUNTY CHANCERY CLERK OF THE JUDGMENT TO BE RELEASED	NOTE
Silvia Leticia Isidro Gardona	535 W 4th Street	14464	Bk: 1449/Pg: 23-24	Resolution 2024-37 $13,918.00

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	05/07/2024
BOOK:	1449
PAGE:	23-24
BENEFICIARY:	City of Hattiesburg
AMOUNT:	13,918.00
NAME:	Silvia Leticia Isidro Gardona

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

535 W 4th Street, Hattiesburg, MS 39401, PPIN: 14464, Parcel: 2-029F-04-192.00, and better described as: A part of the Southwest Quarter of the Southeast Quarter (SW ¼ of SE ¼) of Section Four (4), Township (4) North, Range Thirteen (13) West in the County of Forrest, State of Mississippi, more particularly described as follows, to-wit:

Commencing at the concrete monument in Fourth Street set and established as and for the Southwest corner of the Southeast Quarter of the above described Section Four (4), and run thence East along the Section Four (4), for a distance of 313.45 feet, thence North for a distance of 30 feet to the North margin of Fourth Street to and for a point of beginning, thence North and along an old fence line for a distance of 281 feet to the right-of-way of the Mississippi Central Railroad, thence easterly and along the said railroad right-of-way for a distance of 97.5 feet to the corner of an old fence, thence South and along the said fence 272.5 feet to the North margin of Fourth Street, thence West along Fourth Street for a distance of 100 feet to the point of beginning, and being the identical property purchased by Charles H. Scoville, from W. O. Rea, Receiver of the Building and Loan Association of Jackson, Mississippi, on the 6th day of June, 1936, as per deed filed and recorded in Book 49, Pages 561 and 562 of the Land Deed Records of Forrest County, Mississippi, on the 8th of June, 1936, being a part of Lot Three (3) in Block 171 of the CRITTENDEN SURVEY of the City of Hattiesburg, County of Forrest, State of Mississippi.

IN WITNESS WHEREOF, this instrument is executed on this the 4th day of March, 2025.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

_____
KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the 4th day of March, 2025, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

_____

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Marybeth Bergin, Director of Transportation and Engineering**

cc:

Date: **Tuesday, March 4, 2025**

Re: **Approve Agreement renewal (Agreement # SDA0169) between the City of Hattiesburg, MS and the National Museum of the United States Air Force for the Community Static Display Loan Program and authorize the Mayor to execute in duplicate.**
File Number: 2025-166
Minute Book #

Summary
Approve Agreement renewal (Agreement # SDA0169) between the City of Hattiesburg, MS and the National Museum of the United States Air Force for the Community Static Display Loan Program and authorize the Mayor to execute in duplicate.

Recommendation Statement
I recommend approval of this item.

Please place this on the March 4, 2025 City Council meeting for consideration.

INSTRUCTIONS FOR COMPLETING THE STATIC DISPLAY LOAN RENEWAL PACKAGE

1. **LOAN AGREEMENT:** Review, sign and date the Acceptance Statement located on page six of the loan agreement. The Loan Agreement must be signed by the individual authorized to obligate the organization.
NOTE: No changes are authorized to be made to the Loan Agreement. Any changes made will automatically void the Agreement. Return the entire document, excluding Attachments 1&2.

2. **INVENTORY REPORT:** Complete a physical inspection of each item, verifying the nomenclature (object name) against the attached inventory report. Please annotate any discrepancies such as additions (attached munitions), shortages, damage or deterioration. Upon completion of the physical inspection, sign and date the certification statement at the bottom of the inventory.

3. **POINT OF CONTACT INFORMATION SHEET:** Review the Point of Contact Information sheet and highlight any changes to update the information. Explanations of several items on the Point of Contact Information Sheet are listed below:

- The Historical Property Custodian: The individual authorized to obligate the organization is the Historical Property Custodian.
- Primary Point of Contact, Title Primary Point of Contact & Primary Phone Number: This is the individual that you want to receive any correspondence from the National Museum of the USAF and can answer any questions about the items on loan. This individual may be different from the Historical Property Custodian.
- Email Address: This is the email address for all correspondence. Please consider making this an organizational email address, not one tied to a person's name.

4. **PHOTO REQUIREMENT:** Provide current digital images in JPG format. No videos, movies, PowerPoints, etc.. will be accepted.
Images must contain:

- General view of the **whole aircraft/missile in its entirety, taken from both left and right sides** to include sufficient detail to show the overall condition. Images for all other artifacts will be of sufficient detail to insure positive identification and condition of each object.
- Any damage to the item (e.g. corrosion, insect/animal infestation, paint chipping or fading, broken or cracked canopies or windows). Provide both close up, detailed views and wide angle views (where appropriate).
- Any armaments or munitions attached to items on loan; images should show sufficient detail to ensure positive identification of each object (if applicable).

5. **INSURANCE:** Provide proof of insurance to include name of carrier, limits of liability and period of coverage (copy of binder). For insurance purposes the Government appraised value of the item(s) on loan to your organization is noted on the inventory report in the column labeled "Value".

- For self-insured organizations, proof shall constitute of a written and signed statement attesting to ability to reimburse for full replacement value will be provided. This document must be dated within the loan renewal cycle.

6. **RETURN CHECK LIST:** It is not necessary to complete the return check list. It is added to the package to aid you in completing all required elements.

NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF)
COMMUNITY STATIC DISPLAY LOAN PROGRAM

2024-2029 LOAN AGREEMENT, SDA0169

1.0. Parties. The United States of America or "the Government," represented by the National Museum of the United States Air Force (NMUSAF), and collectively referred to hereinafter as "the Lender," hereby establishes with the **CITY OF HATTIESBURG** hereinafter called "the Borrower," incorporated and operating under the laws of the State/Country of **MS** and located at **HATTIESBURG**, a Loan Agreement hereinafter called "the Agreement" for Department of the Air Force (DAF) historical property. This Agreement is entered pursuant to Public Law 80-421 [10 United States Code (USC) §2572], and any amendments thereto, and is effective for the period commencing 1 April 2024 and ending 31 March 2029. This Agreement is not transferable.

2.0. Borrower Obligations/Costs. The Borrower has applied, in writing, for the loan of DAF historical property, and hereby agrees to be responsible for all arrangements and, in accordance with 10 USC §2572, is required to pay all costs, charges and expenses associated with the loan of this property, including, but not limited to, the cost of preparation, demilitarization, hazardous material removal, disassembly, packing, crating, handling, maintenance, repair, restoration, transportation, and all other actions incidental to the use and/or movement of the loaned property to or from the Borrower's location.

3.0. Loaned Property. The NMUSAF shall loan to the Borrower the historical property identified in the inventory report, which has been included in the loan package and is incorporated into this Agreement by reference as if fully rewritten herein (hereinafter the "Property"). The Borrower accepts the Property on an "as is, where is" basis, and the Lender makes no warranties, expressed or implied, as to the Property's condition, fitness for any particular purpose, or other warranty of any kind.

4.0 Loan Conditions.

4.1. The Borrower agrees that the Property shall be used for static display purposes only. Loaned aerospace vehicles will not be flown or restored to flying condition under any circumstance, nor will they be licensed with the Federal Aviation Administration (FAA). The Borrower shall not remove any parts from loaned aircraft except as directed in paragraph 4.2. Relocation of the Property for temporary special events (parades, ceremonies, air shows, etc.) is not authorized under any circumstances. No decorations of any type, for any purpose (special event, seasonal display, ceremonies, etc.) are authorized to be displayed on any of the Property. The Property shall not be used in a manner that provides the appearance of endorsement by the DAF of any non-federal entity or political candidate, or the expression of a political viewpoint of any kind.

4.2. The Borrower agrees to allow the Lender to remove parts from loaned aerospace vehicles for the NMUSAF or military requirements, upon written direction from the NMUSAF. Such parts are generally internal in nature and removal or replacement should not alter the external aesthetic appearance of the aerospace vehicle.

4.3. The Borrower shall not part with possession of the Property or any component of the Property in any manner to any third party either directly or indirectly. The Borrower shall not enter into any negotiations with a third party regarding any future disposition of the loaned material, in whole or in part.

4.4. The Borrower agrees to all of the following: to use the Property in a careful and prudent manner; to not modify the Property in any manner, without prior written permission of the Lender, which would

alter the original form, design, or the historical significance of said Property; to perform routine maintenance to include (but not limited to) annual upkeep, periodic painting, tire inflation, repair of damage, day-to-day care and management of the Property, so as to provide an acceptable appearance and to not reflect negatively on the Lender; and to display and protect the Property in accordance with the instructions set forth in Attachments 1 and 2, which are incorporated into this Agreement by reference as if fully rewritten herein.

4.5. The Borrower agrees that any additions, modifications or alterations that improve the Property become part of said Property and are owned by the NMUSAF.

4.6. Interior access to loaned aerospace vehicles (cockpit, cargo areas, etc.) for purposes other than maintenance or restoration work by persons other than staff or authorized maintenance personnel is prohibited. This is to ensure not only the integrity and preservation of the aircraft, but more importantly, the safety and security of the public.

5.0. Use as Security, Sale or Lease. The Borrower agrees not to use the Property as security for any loan, and not to sell, lease, rent, lend or exchange the Property under any circumstances.

6.0. Professional Photography. The Borrower shall not make or allow the use of the Property for any commercial purpose, including, but not limited to, use of the Property for still photography, motion picture, television or video production, without prior written approval from the Lender. Photography or video created by the Borrower for general promotion of the institution's collection online or in organizational materials is permitted. (Note – permission is not granted for fundraising events or anything that could imply endorsement by the DAF or the NMUSAF.) Casual photography or video created by visitors for personal or non-promotional use is permitted.

7.0. Incident Reporting. The Borrower shall within one (1) working day of discovery, notify the Lender of any instance of loss, damage or destruction of the Property.

8.0. Title. The Borrower shall obtain no interest in the Property by reason of this Agreement and title shall remain with the Lender at all times.

9.0. Receipt, Custody & Liability.

9.1. This Agreement shall be executed prior to the Borrower accepting physical custody of the Property or on or before **1 April 2024**.

9.2. The Borrower agrees to provide a receipt to the Lender at the time it assumes physical custody of the Property (unless the Property is already in its possession).

9.3. The Borrower agrees that it is strictly liable for up to the full replacement value (FRV) of the Property, as identified in the inventory report, and to accept such liability upon assuming physical custody of the Property or execution of this Agreement, whichever occurs first.

9.4. The Borrower agrees to waive any right to contest the FRV in any legal proceeding. The FRV of the Property is as identified in the inventory report or, if not identified in the inventory report, the FRV otherwise identified at the sole discretion of the NMUSAF.

9.5. The Borrower agrees that if the Property, or any portion thereof, has been irreparably damaged, destroyed, or stolen the NMUSAF may direct the Borrower to either replace the Property with an historical item of equal value to the satisfaction of the NMUSAF or require monetary reimbursement equaling the

FRV. In the event of less than total loss to the Property, or any portion thereof, the Borrower agrees to repair/replace the damage to the Property to the satisfaction of the NMUSAF or reimburse the NMUSAF for the full value of the damage, as determined by the NMUSAF. The election of a remedy under this subparagraph is at the sole discretion of the NMUSAF. This subparagraph is not intended to waive or limit the Government's rights and remedies, legal or equitable, and the Government reserves all such rights and remedies.

9.6. The Borrower agrees to place the Property on exhibit within ninety (90) days from the date it takes physical custody, or as otherwise mutually agreed upon.

10.0. Borrowers Responsibilities.

10.1. The Borrower agrees to the greatest extent permitted by **MS** Law to indemnify, hold harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the Property. Nothing herein shall be construed to waive or limit the federal Government's rights and remedies permitted by law.

10.2. The Borrower agrees to report, as requested, to the Lender on the condition and location of the Property. Further, the Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's records and facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Agreement.

10.3. The Borrower agrees to return said Property to the Lender on termination of this Agreement or earlier, if it is determined that the Property is no longer required, at no expense to the Lender and according to terms determined by the Lender. In the event of a partial termination, the Borrower agrees to the return of all items of the Property subject to the partial termination, at no expense to the Lender and according to terms determined by the Lender.

11.0. Initial Loan Agreement Requirements.

11.1. The Borrower agrees to furnish the Lender digital images of the Property within fifteen (15) days of taking physical possession of the Property. The image file name must be the accession number for that item (e.g. SD-2000-0123.JPG). For aircraft and ballistic missiles, images will include views showing all external surfaces including tail number and all accessible interior areas including instrument panels, avionics racks and equipment, aircrew, passenger, cargo and payload compartments, wheel wells, and bomb bays. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object.

11.2. The Borrower shall arrange insurance coverage for the Property on an all-risk, wall-to-wall basis, at a minimum, for an amount that equals the total agreed upon FRV for all items in the inventory report, plus any additional amount to cover the inventory that does not have an identified FRV, so long as the Property remains in its possession. The Borrower further agrees to furnish the Lender proof of said insurance. For Borrowers with private insurance coverage, proof shall constitute a copy of the insurance certificate from the commercial provider, noting any deductible, and showing coverage up to the FRV of the Property and any additional coverage for Property that does not have an FRV identified in the inventory report. For self-insured organizations, proof shall constitute a written and signed statement attesting to its ability to reimburse the Government for the FRV of the Property (as identified in the inventory report and/or as determined by the NMUSAF).

12.0. Annual Loan Renewal Requirements.

12.1. The Borrower agrees to furnish the Lender current digital images of all Property. The image name must be the accession number for that item (e.g. SD-2000-0123.JPG). Digital images of aircraft and missiles will provide general views to include sufficient detail to show the overall condition and tail number of the airframe. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object and its current condition.

12.2. The Borrower agrees to furnish the Lender proof of insurance as required in subparagraph 11.2 for each renewal period.

12.3. The Borrower agrees to furnish a signed inventory as provided by the Lender with the annual renewal package, which accurately reflects the Property in its possession. Discrepancies in the inventory provided by the Lender shall be noted on the inventory report by the Borrower to the extent that such notes accurately reflect the current inventory held by the Borrower. In the event of a dispute, the Lender shall make the final determination of the current inventory on or near the renewal date and document the NMUSAF records accordingly.

13.0. Display/Maintenance Requirements.

13.1. No aircraft will be renovated, reconfigured, painted, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval from the NMUSAF.

13.2. The Borrower agrees that all aircraft, missiles and artifacts on display will have an identification sign adjacent to each display. For aircraft and missiles note the type, model, and serial number. The sign will state that the item is part of the NMUSAF collection as follows:

"This (artifact/object) is on loan from the National Museum of the United States Air Force."

13.3. In the event the aircraft or missile has been reconfigured, markings changed, or serial number altered after acquisition for display purposes, it will be stated on the sign and noted in all records as follows:

"The (item) on display is actually (nomenclature), Serial No. (serial number), but painted and marked to depict (nomenclature), Serial No. (serial number), assigned to the (Unit and/or person) in (location or theater) during (year)."

13.4. For aircraft on which the serial number has been altered for display purposes with prior written approval, the mission, design and series (e.g. F-100C or F-4C) along with the original serial number will be stenciled in two inch letters using contrasting paint colors on the fuselage under the horizontal stabilizers.

13.5. All record keeping will reflect the true serial number.

14.0. Radioactive Components. In accordance with Attachment 1, ("NMUSAF Loan and Static Display Programs' Instructions for Preparation and Maintenance of Aerospace Vehicles"), if, upon inspection, it is determined radioactive items have been installed or reinstalled on the Property while in possession of the Borrower, the Borrower will pay the cost of removal of the radioactive items and any decontamination required.

15.0. Loan Termination.

15.1. The Borrower agrees to return the Property to the NMUSAF upon expiration of this Agreement or earlier, the Borrower terminates the agreement prior to expiration of this Agreement or the NMUSAF terminates this Agreement for cause, at no expense to the NMUSAF. The return of all or any part of the Property will be made to the NMUSAF at Wright-Patterson AFB, OH; the Aerospace Maintenance and Regeneration Group at Davis-Monthan AFB, AZ; or a location determined by NMUSAF upon termination of this Agreement or earlier. The Borrower shall be responsible for paying all freight, storage, crating, handling, transportation, demilitarization, and/or other costs or charges associated with any return.

15.2. The failure of the Borrower to observe any of the conditions set forth in this Agreement and Attachments 1 and 2 thereto shall be sufficient cause for the Lender to terminate the loan and repossess the Property. Repossession of all or any part of the Property for such cause by the Lender shall be made at no cost to the Government; the Borrower shall be responsible for paying all maintenance, freight, storage, crating, handling, transportation, demilitarization, and/or other costs or charges attributable to such repossession.

15.3. In the event the loan is terminated for any reason, the provisions of this Agreement will remain in effect until all of the Property, or in the event of a partial termination that portion of the Property at issue, has been relocated and in a condition that is satisfactory to the NMUSAF.

15.4. Termination of the loan and subsequent repossession of all or any part of the Property at the option of the Borrower shall require no less than thirty (30) days advance notice to the Lender in writing. This requirement may be waived by the Lender only through the provision of a written waiver to the Borrower prior to the return of the Property. If this Agreement is terminated at the option of the Borrower, the Borrower is responsible to bear all expenses associated with moving, reclaiming, and/or demilitarizing the Property.

15.5. The Lender reserves the right to terminate this Agreement without cause, in all or part, and to recall the Property. The Lender will provide a written thirty (30) day notice of intent to recall to the Borrower. In the event of recall, movement of the recalled Property from the Borrower's site will be accomplished at the Lender's expense.

16.0. Dispute Resolution. In the event a dispute arises between the parties over the terms and conditions of this Agreement reasonable attempts will be undertaken to resolve the matter through negotiation between the parties or persons appointed, in writing, by the parties. This Agreement shall be construed and interpreted in accordance with federal law. If any provision herein is held unlawful or otherwise unenforceable by the Court any remaining provisions shall be considered divisible and remain in full force and effect. In the further event that negotiations fail to reach a resolution, the parties agree to resolve the dispute in the federal court with appropriate jurisdiction.

Executed on behalf of the NMUSAF, this 27th Day of January 2024, at Wright-Patterson AFB Ohio.

By: SHAW.MELISSA.L.1268824703 Digitally signed by SHAW.MELISSA.L.1268824703 Date: 2024.01.27 16:27:06 -05'00'
MELISSA SHAW

Title: Community Static Display Program Administrator

Agency: National Museum of the United States Air Force

Address: NMUSAF/MUC
1100 Spaatz St
Wright-Patterson AFB OH 45433-7102

Telephone: (937) 255-8839

Email: melissa.shaw@us.af.mil

ACCEPTANCE

The Borrower, through its authorized representative, hereby accepts responsibility of the Property subject to the terms and conditions contained in this Agreement set forth above. The Borrower certifies that they have read, understand and acknowledge that concealing a material fact and/or making a fraudulent statement in dealing with the federal government may constitute a violation of federal law in accordance with 18 USC §1001.

Executed on behalf of the Borrower this _____day of _____ 2024, at _____.

_____
(Name of Borrower/Organization)

By: _____
(Signature)

_____
(Typed or Printed Name & Title)

Address: _____

_____

Telephone: _____

Email: _____

ATTACHMENT 1

NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF) LOAN AND STATIC DISPLAY PROGRAMS

INSTRUCTIONS FOR PREPARATION AND MAINTENANCE OF AEROSPACE VEHICLES

SECTION A - GENERAL

A. Information:

1. This instruction covers the requirements for the preparation and preservation of aerospace vehicles for static display by an organization borrowing an aerospace vehicle from the National Museum of the United States Air Force (NMUSAF).

2. These requirements are designed to return and/or maintain the aerospace vehicle in as near original configuration as possible and to render them suitable for display.

3. Generally, all reconditioning, repairing, and refinishing will be accomplished in accordance with current Air Force directives and instructions and in a manner that would not modify it in any way, thereby altering the original form, design, or the historical significance of, said property. Deviations from this standard must be requested in writing and approved by NMUSAF.

B. Security Requirements:

1. Aerospace vehicles on display and undergoing preparation for display shall be kept secure from unsupervised personnel. Aerospace vehicles will be maintained with sufficient security to ensure that it is protected from vandalism and theft or unauthorized removal of components.

2. Any theft or unauthorized removal of components shall be immediately reported to the local law enforcement agency and by the next working day to NMUSAF. This must be followed by a report of the investigation of the incident within 30 days.

3. All canopies, doors, access hatches, and access plates, except for one entrance door, will be permanently sealed shut by any of the following methods to prevent unauthorized entry:

a. Bolting through the hatch to internal crossbars placed across the opening. These can be fabricated from sturdy steel strapping or channel iron.

b. Riveting the door securely to the jamb section.

c. Attaching hasps internally and securing with inside padlock.

d. Whatever method is employed to secure doors and access hatches, the crevices remaining will be filled with caulking compound or elastic putty to prevent internal damage from rain, snow, dust and ice. The access door that is not permanently sealed must be secured by a hasp welded or riveted in place. Multiple locks (two or three) are preferable, each with separate key or combination. This technique will reduce the possibility of unauthorized access but will provide emergency entrance for authorized personnel.

C. Maintenance Records:

1. Whenever items are permanently removed, the removal and disposition of such items shall be annotated on a maintenance log or AF Form 3581 (available from NMUSAF).

2. All work items that are accomplished shall be listed and signed off on a maintenance log (AF Form 3581, available from the NMUSAF).

3. Utilizing the maintenance log, a detailed accounting will be maintained by the borrower of all items removed or installed with the date of installation/removal and the name of the individual accomplishing the work.

4. Copies of all maintenance records must be returned to NMUSAF/MUC with the annual loan renewal process for preservation.

SECTION B - REQUIREMENTS

A. Prepare Powerplant for Display:

1. Disconnect and drain all water and oil lines, tanks, valves, and pumps. Reconnect lines and reinstall plugs after draining (if applicable).

2. Clean excess oil and grease from exterior components of engines (if applicable).

3. Check powerplant cowling for corrosion and damage. Repair and refinish as necessary for display.

4. Install intake and exhaust protective covers. Use standard covers if available or suitable substitutes.

5. Clean and preserve propeller(s). Treat any affected areas and refinish to standard configuration.

B. Prepare Landing Gear:

1. Clean and preserve strut.

2. Clean all wheels and other landing gear components.

3. Check and remove corrosion. Repaint to standard configuration.

4. Check all tires for excessive wear and adjust pressure as required.

5. Secure all retractable landing gear in the down position with positive locking devices.

C. Prepare Hydraulic Systems:

Clean all exposed finished surfaces of actuating rods, hydraulic cylinders, locks, and valves. Other hydraulic equipment will be cleaned and coated with corrosion preventative compound.

D. Prepare Electronic Systems:

Leave all electronic equipment that is not reclaimed installed on the aerospace vehicle. Stow all connectors from equipment that has been removed.

E. Prepare Airframe:

1. Check airframe for corrosion and treat affected areas.

2. Clean all debris and foreign material from interior of fuselage.

3. Check airframe for external damage and repair.

4. Cover all openings that will allow the entrance of water or other foreign matter that may have a corrosive or other deteriorating effect. Use standard covers if available, or suitable substitutes. Additional protection may be incorporated for aerospace vehicles displayed outside.

5. Check all fuselage, wing, and empennage drain holes for obstructions. Aerospace vehicles displayed outside may necessitate additional drain holes to ensure proper drainage. Drain holes should be periodically probed to ensure they are not obstructed. Inspect for water trapped in lower portions of fuselage. If water is present, comply with instructions contained in applicable technical order for removal and correction.

6. Clean and treat lavatory and relief facilities (if applicable).

7. Check all astrodomes and plastic panels for crazing and damage. Repair and/or replace as necessary. Clean all plastic panels thoroughly with soap and water.

F. Prepare Control Surfaces:

1. Check all metal control surfaces for corrosion and treat-affected areas.

2. Check all control surfaces for external damage and repair areas as necessary.

3. Inspect all fabric-covered control surfaces, repair or re-cover as necessary.

4. Check all control surfaces, attaching mechanisms for loose rivets and/or sheared bolts and make necessary repairs.

5. Secure all moveable surfaces in a neutral position with positive locking devices.

G. Radiation Safety:

No radioactive components will be reinstalled by the borrowing organization. If radioactive items are found reinstalled during later inspections, the borrowing organization will pay the cost of removal of the radioactive items and any decontamination required.

H. Final Preparation:

1. Secure aerospace vehicles by attaching tie down restraints to surface attaching points and to major structural parts of the item. Tie down restraints, including surface attaching points, should be of sufficient strength to withstand the expected wind condition for the locality.

2. Place aerospace vehicles on surface concrete or asphalt of sufficient strength to support its weight. This will not apply if the recipient, with the written permission of the NMUSAF, has mounted the aerospace vehicle on a pylon attached to its structural members.

3. Aerospace vehicles that are normally supported on pneumatic tires must be placed on display stands. Tires should be inflated and or checked to maintain normal tire shape.

4. Remove all antenna wires that could serve as a bird roost.

5. Install bird proofing on all aerospace vehicle openings, including intake and exhaust covers.

6. Flag or cover protruding objects of a hazardous nature.

I. Coordination:

1. Deviation from the procedures outlined in this attachment must be requested in writing and require written approval prior to deviation.

2. No aerospace vehicles will be renovated, reconfigured, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval from the NMUSAF.

ATTACHMENT 2

NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF)
LOAN AND STATIC DISPLAY PROGRAMS

INSTRUCTIONS FOR THE CARE OF ARTIFACTS

A. Information:

1. These general guidelines are provided to fulfill the NMUSAF's obligation to ensure the preservation of the collection and to define the responsibilities of organizations that retain historical property for display.

2. Under normal circumstances, artifacts will not be made available from the NMUSAF unless the basic measures for preservation and conservation have already been accomplished. However, regardless of the state of preservation at the time of receipt, an assessment must be made and all appropriate measures taken to ensure continued preservation of historical property. All items must be properly prepared for exhibition, placed in a safe environment and inspected periodically.

B. General Guidelines for Artifacts:

1. All artifacts must be protected from harmful exposure and maintained in a stable environment. Preservative treatments and mounting techniques will vary with each item depending on its material(s), condition and display method. The following are some general guidelines:

a. When displaying an artifact never modify it in such a way as to alter or compromise its integrity, authenticity or uniqueness. Retain its natural characteristics.

b. Provide appropriate physical security against vandalism or theft through the use of locked or sealed display cases. The artifact's intrinsic value should determine the security measures required.

c. Good housekeeping and environmental control are essential for the long term care of museum artifacts.

2. Contact the NMUSAF Conservator for guidance if needed.

C. Damage Threats to Artifacts: The threats of damage or deterioration to artifacts generally come from four sources:

1. People – The greatest threat to the continued survival of an artifact comes from people. This is a result of mishandling the artifact resulting in mechanical breakage, soiling from unprotected hands (fingerprints), improper cleaning methods and incorrect attempts at preservation or repairs (making it 'look' better). Unfortunately, theft must also be included in this category.

2. Light – Light, a form of radiation, damages many materials, especially fabrics. This damage is first observed as the fading of colors followed by the gradual breakdown of the material. The most harmful portion of the light spectrum is ultra-violet (UV). Protecting from UV is accomplished by avoidance of natural sunlight or artificial light such as florescent and halogen. The use of Light Emitting Diodes (LED) is the preferred standard in museum exhibits. Normal incandescent lighting is low in UV radiation.

a. All historical property on loan from the NMUSAF that is on interior exhibit will not be exposed to light level which exceeds 200 lux or 20 foot-candles from any source. The acceptable level for most artifacts falls between 50 and 200 lux or 5 and 20 foot-candles. Sensitive artifacts, such as artwork, photographs and textiles should have their intensity levels adjusted toward lower limits and/or limited exposure time. There is a reciprocity law between intensity (lux) and time of exposure: Ten hours of exposure at 50 lux has the same damaging effect as 1 hour at 500 lux.

b. Protection for UV is accomplished by avoidance or shielding. Shielding of UV producing light sources, such as direct or diffused sunlight and all fluorescent lighting, requires UF Plexiglas, solar screen, blackout curtains or UV filtering sleeves. All UV filtering media have a life span of about 10 years, after which they must be changed to maintain their effectiveness.

3. Environment – The most common environmental threats are heat and humidity. Ideally, an artifact is displayed at a constant temperature of 67 degrees and 47% relative humidity, with no more than a 5 degree temperature or 5 percent humidity variation. Of the two, humidity is the most destructive. Excessive heat and humidity may create a favorable environment for the growth of molds and fungus as well as rust/corrosion. Rapid changes in temperature and humidity should be avoided.

4. Insect/Pest – Insects and pests can be highly destructive. The first line of defense is the cleanliness of the facility. Careful monitoring and frequent inspection will provide early detection of infestation. If and when an infestation is detected many methods of pest removal are destructive to artifacts. If an artifact is exposed to infestation, contact the NMUSAF Conservator.

D. Conservation: Adherence to the guidelines for preservation of artifacts will go a long way to ensure their longevity. In rare instances, some conservation measures may be needed. Contact the NMUSAF Conservator for guidance. Do not attempt to treat an artifact on your own.

E. Storage: All attempts should be made to place artifacts on exhibit as soon as possible. Environmental control, good housekeeping and periodic inspections are essential to the proper

storage of artifacts. Textiles shall be stored flat when possible and laid out on acid free tissue paper. Well padded hangers should be used if textiles are hung for display. Storage on shelves shall be loose with no piling or stacking of artifacts and all shelving covered with acid free tissue. If shelving is wood, it shall be sealed to deter transfer of acid from wood to artifacts. Cabinets are preferable to open storage as they discourage theft, dust and insect problems.

F. Handling: Wear cotton, nitrile or latex gloves while handling artifacts. Two hands should be used to handle or carry artifacts to reduce risk of dropping. Carry only one artifact at a time. Do not carry or lift artifacts by handles or weakest point.

G. Display: Displaying an artifact can be very detrimental if not done properly. Cases should be designed to incorporate UF-3 or UF-5 Plexiglas to shield artifacts from UV light. Cases should be ventilated to allow air exchange and openings filtered to prevent entry of insects. All interior surfaces of wooden cases should be properly sealed. All artifacts should be buffered from acidic display materials. Never alter an artifact to fit a case or to facilitate mounting. Use mannequins that do not place undue stress on uniforms. Do not force garments on to mannequins. Keep cases clean and place them in areas away from direct sun and extremes in temperature and humidity.

H. Shipping: Damage to artifacts can occur during shipping. Use appropriate packing materials to protect the artifact during transit. Consult the NMUSAF to arrange shipping.

NATIONAL MUSEUM OF THE U.S. AIR FORCE
INVENTORY REPORT
RCS: HAF-HO(A) 8801

Loan Account Number: SDA0169

03-Jan-25

Catalog Number	Nomenclature	Field Site Location	Value
SD-2000-0082	AIRCRAFT, F-101C(RF), 56-0217	52 Academy Drive	$21,000.00
SD-2000-0197	AIRCRAFT, F-84F(RF), 53-7636	52 Academy Drive	$10,000.00
SD-2000-0312	AIRCRAFT, T-33A, 52-9590	52 Academy Drive	$10,000.00

I certify that the above listed items shown on pages 1 through 1 have been accounted for with any discrepancies so noted.

Signature: _____ _____

(Historical Property Custodian) (Date)

_____

Typed or Printed Name

_____

Typed or Printed Title

National Museum of the United States Air Force™

Loan Account Point of Contact

2025

Loan Account Number	SDA0169
City/Organization Name	**CITY OF HATTIESBURG**
Mailing Address	PO BOX 1898
City	HATTIESBURG
State	MS
Zip Code	39403-1898
Change:	
Historical Property Custodian	HONORABLE TOBY BARKER
Title	MAYOR OF HATTIESBURG
Change:	
Primary Point of Contact (POC)	HONORABLE TOBY BARKER
Title	MAYOR
Change:	
Primary POC Phone Numbers	601-545-4501 601-545-4502
Change:	
Primary POC Email Address	tbarker@hattiesburgms.com
Change:	

☐ Check here if changes have been made to POC sheet

☐ Changes have been updated in database *(National Museum use only)*

STATIC DISPLAY LOAN RENEWAL PACKAGE RETURN CHECKLIST

- ☐ Signed/dated Loan Agreement. Return entire document excluding Attachment 1&2.
  -Loan Agreement must be signed by an individual authorized to obligate the organization/municipality/county.
- ☐ Signed/dated Inventory Report.
- ☐ Updated Point of Contact Information Sheet.
  -Do not retype this sheet.
- ☐ Digital images of each item on loan.
  -Images will show the entire item (left and right side). Additional photographs should be detailed enough to show the condition of the airframe.
  -DO NOT send movies, PowerPoints, etc. . .
  -Ensure the photos have been saved to the CD or other storage device.
- ☐ Proof of insurance to include name of carrier, limits of liability, and period of coverage (copy of binder).
  -For self-insured organizations, proof shall constitute a signed and dated statement, on official letterhead, attesting to the ability to reimburse for full replacement value.

The loan renewals package may be emailed to NMUSAF.MUC.StaticDisplay@us.af.mil. Send the documentation in one email and the photographs in a separate email each under 20MB. The photographs must be attached to an email as .jpgs.

Or it may be returned through the mail to the following address:

NATIONAL MUSEUM OF THE USAF
MUC/STATIC DISPLAY LOAN PROGRAM
ATTN: MELISSA SHAW
1100 SPAATZ ST
WRIGHT-PATTERSON AFB OH 45433-7102

SUSPENSE DATE 31 MARCH 2025

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Marybeth Bergin, Director of Transportation and Engineering**

cc:

Date: **Tuesday, March 4, 2025**

Re: **Approve a 3-year contract with Environmental Systems Research Institute, Inc. (ESRI) for ArcGIS software access, maintenance and user licenses for a total cost of $126,600.00 and authorize the Mayor to execute in duplicate.**
File Number: 2025-169
Minute Book #

Summary
Approve a 3-year contract with Environmental Systems Research Institute, Inc. (ESRI) for ArcGIS software access, maintenance and user licenses for a total cost of $126,600.00 and authorize the Mayor to execute in duplicate.

Recommendation Statement
I recommend approval of this item.

Please place this on the March 4, 2025 City Council meeting for consideration.

January 7, 2025

Ms. Hema Gopalan
City of Hattiesburg
212 W Front St
Hattiesburg, MS 39401-3801

Dear Hema,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.

- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.

- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.

- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.

- The organization will provide an annual report of installed Esri software to Esri.

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.

- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

   "THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

   Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.

3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.

4. Send the purchase order and agreement to the address, email or fax noted below:

   Esri
   Attn: Customer Service SG-EA
   380 New York Street
   Redlands, CA 92373-8100

   e-mail: service@esri.com
   fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Ryan Poe

Quotation # Q-538810

Date: January 7, 2025

Customer # 6501 **Contract #**

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 **CAGE Code: 0AMS3**

City of Hattiesburg
MPO-GIS Dept
212 W Front St
Hattiesburg, MS 39401-3801

ATTENTION: Hema Gopalan
PHONE: 6015456220
EMAIL: hgopalan@hattiesburgms.com

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 1/7/2025 To: 4/7/2025

Material	Qty	Term	Unit Price	Total
193205	1	Year 1	$42,200.00	$42,200.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
193205	1	Year 2	$42,200.00	$42,200.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
193205	1	Year 3	$42,200.00	$42,200.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	$126,600.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$126,600.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Ryan Poe	rpoe@esri.com	(909) 793-2853

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

POER **This offer is limited to the terms and conditions incorporated and attached herein.**

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-2)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	**ArcGIS Online User Types** ArcGIS Online Viewer User Types

Capped Quantities (annual subscription)

ArcGIS Online User Types		**ArcGIS Enterprise User Types**	
ArcGIS Online Contributor User Type	10	ArcGIS Enterprise Contributor User Type	10
ArcGIS Online Mobile Worker User Type	35	ArcGIS Enterprise Mobile Worker User Type	35
ArcGIS Online Creator User Type	35	ArcGIS Enterprise Creator User Type	35
ArcGIS Online Professional User Type	10	ArcGIS Enterprise Professional User Type	10
ArcGIS Online Professional Plus User Type	10	ArcGIS Enterprise Professional Plus User Type	10
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		**ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type**	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	10 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	10 each
ArcGIS Online Apps and Other		**ArcGIS Enterprise Apps**	
ArcGIS Location Sharing for ArcGIS Online	10	ArcGIS Location Sharing for ArcGIS Enterprise	10
ArcGIS Online Service Credits	25,000		

Other Benefits

Number of Esri User Conference registrations provided annually	3
Number of Tier 1 Help Desk individuals authorized to call Distributor	3
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

_____
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.

2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.

5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer’s organization.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Ann Jones, Chief Administrative Officer**

cc: **Ann Jones, Chief Administrative Officer**

Date: **Tuesday, March 4, 2025**

Re: **Approve a Sponsorship Agreement between the City of Hattiesburg and JTR Productions, INC for advertisement sponsorship, in accordance with Mississippi 17-3-1, for an amount not to exceed $7,500.00 and authorize manual check for the same.**
File Number: 2025-174
Minute Book #

Summary
Approve a Sponsorship Agreement between the City of Hattiesburg and JTR Productions, INC for advertisement sponsorship, in accordance with Mississippi 17-3-1, for an amount not to exceed $7,500.00 and authorize manual check for the same.

Recommendation Statement
I recommend this item for approval.

Please place this on the March 4, 2025 City Council meeting for consideration.

JTR PRODUCTIONS, INC.

Concerts / Special Events / Sports Marketing

John T. Reid — President / CEO

11/22/2024

Ann Jones
Chief Administrative Officer
City of Hattiesburg

Dear Ms. Jones:

We at JTR Productions, Inc. thank the City of Hattiesburg for sponsoring the Annual Mothers' Day Blues Festival for the last two years. I hope we can continue to bring revenue to the city.

If the local merchants, including the mom-and-pop stores, enjoyed a profitable day like the vendors working at the Festival, Mom's Day weekend was profitable all around the City of Hattiesburg.

We appreciate your past support, and JTR Productions, Inc. is asking the City of Hattiesburg to sponsor the 2025 Mothers' Day Blues Festival again in the year 2025. It would be greatly appreciated if the city would appropriate in the 2025 budget the amount of $15,000.00 for the 2025 festival. We are asking for a slight increase in support due to rising costs for the event, such as skyrocketed entertainers' prices, and radio and television advertisement increases. The city of Hattiesburg's Logo will be synonymous with JTR Productions' Logo on all printed and visual advertisements. This includes radio and television advertisements with the City of Hattiesburg as the Title Sponsor of the Annual Mothers' Day Blues Festival. However, this can only be done promptly on time, as we must start early for a successful event.

In closing, John Reid President of JTR Productions, Inc. would like to take this opportunity to thank The Honorable Mayor Mr. Toby Barker, City Council Members, Council Clerks, and the City of Hattiesburg employees for their loyal support over the two years this event have, been held in Hattiesburg.

If further information is needed, please do not hesitate to contact John Reid at the address or email- address below.

Sincerely,

John Reid
JTR Productions, Inc.
CEO

734-994-0138 — 734-358-5973 (cell)

P.O. Box 3056 / Ann Arbor, MI 48106-3056

www.jtrproductions.com — JTRProductions@sbcglobal.net

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Ann Jones, Chief Administrative Officer**

cc: **Ann Jones, Chief Administrative Officer**

Date: **Tuesday, March 4, 2025**

Re: **Approve Engagement Letter from Hicks Law Firm to represent the City of Hattiesburg, in the matter of Cause No. 25-cv-22.**
File Number: 2025-175
Minute Book #

Summary
Approve Engagement Letter from Hicks Law Firm to represent the City of Hattiesburg, in the matter of Cause No. 25-cv-22.

Recommendation Statement
I recommend this item for approval.

Please place this on the March 4, 2025 City Council meeting for consideration.

HICKS LAW FIRM PLLC

ATTORNEYS AT LAW

L. Clark Hicks, Jr.
R. Lane Dossett

211 South 29th Avenue, Suite 201 (39401)
Post Office Box 18350
Hattiesburg, MS 39404-8350

Phone: 601.544.6770
Fax: 601.544.6775
clark@hicksattorneys.com

February 13, 2025

Moran M. "Randy" Pope, III, Esq.
Pope & Pope, P.A.
Post Office Box 17527
Hattiesburg, MS 39404-7527
Email: randypope@popelaw.com

Re: Community Connections, Inc. v. City of Hattiesburg Community Development Division
Cause No. 25-cv-22

Dear Randy:

This letter preposes the retention of our firm to represent the City of Hattiesburg on the above referenced lawsuit. Per our previous services for the city, my firm is willing to defend and protect the city at our usual hourly rate of $200.00 an hour together with reasonable expenses. We invoice on a monthly basis. The plan is to defend the city and file a counterclaim.

Please provide this letter to the city council for consideration and potential approval.

Thank you for time and attention to this matter.

Best Regards,

Clark

L. Clark Hicks, Jr.
LCHjr/jjf/4418
E-Mail: clark@hicksattorneys.com

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Kermas Eaton, City Clerk**

cc:

Date: **Tuesday, March 4, 2025**

Re: **Ratify and confirm the Mayor's appointment of Jerome Brown (W1) to the Hattiesburg Convention Commission for a two (2) year term beginning March 5, 2025, and ending March 4, 2027.**
File Number: 2025-181
Minute Book #

Summary
Ratify and confirm the Mayor's appointment of Jerome Brown (W1) to the Hattiesburg Convention Commission for a two (2) year term beginning March 5, 2025, and ending March 4, 2027.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 4, 2025 City Council meeting for consideration.

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Hattiesburg Convention Center

TERM OF OFFICE: 2-year PERIOD: 3/5/25 - 3/4/27 **REPLACES: Charles Brown**

TERM EXPIRED: _____ OR RESIGNED: _____

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

****

NAME OF PROPOSED APPOINTEE: Jerome Brown

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

ADDRESS: 1

_____HOME PHONE NUMBER: _____

WARD: 1 PLACE OF EMPLOYMENT: _____

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO.: _____ POSITION:_____

****

PERSON CONTACTED BY: Mayor Barker DATE:_____

TO BE CONTACTED BY: _____ DATE

CONTACTED:_____

AGREED TO SERVE: X DECLINED:_____

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Kermas Eaton, City Clerk**

cc:

Date: **Tuesday, March 4, 2025**

Re: **Acknowledge bids received on February 13, 2025, for ther Katie-Dabbs Community Center Project and accept the bid of M&P Construction as the best bid received and authorize execution of contract upon preparation.**
File Number: 2025-182
Minute Book #

Summary
Acknowledge bids received on February 13, 2025, for ther Katie-Dabbs Community Center Project and accept the bid of M&P Construction as the best bid received.

Recommendation Statement
I recommend approval of this item.

Please place this on the March 4, 2025 City Council meeting for consideration.

MEMORANDUM

To: Mayor Toby Barker and Members of City Council

From: Wiley Quinn, Director, Dequandra Johnson, Division Manager

Date: February 24, 2025

Subject: Acceptance of Bid – M&P Construction

After a thorough review of all submitted bids for the Katie-Dabbs Community Center project, M&P Construction has been determined to be the next most suitable contractor. Their bid, in the amount of $1,045,000, was not the lowest; however, if fully met the specifications outlined in the bid packet, ensuring compliance with all project requirements indicated in the bid specification packet.

LANDRY · LEWIS · GERMANY
ARCHITECTS, P.A.
WWW.LLGARCH.COM
CREATING LANDMARKS SINCE 1910
Kevin P. Lewis, AIA
Christian J. Landry, AIA
Jason K. Landry, AIA
Shane M. Germany, AIA

February 13, 2025
Revised w/clarifications February 20, 2025

City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

Re: Katie Dabbs Community Center Renovations
Hattiesburg, Mississippi
CN 21-3823
Attn: Ms. Dequandra Johnson, Ann Jones

All,
This letter shall serve as our acknowledgement that the apparent low bidder for the above referenced project, J.W. Chain Contractors, LLC, holds valid and current Certificate of Responsibility Number 24496-MC with the Mississippi State Board of Contractors and has provided to you a bid bond in accordance with the Bid Security requirements.

*Please note, bids from several Contractors did not include the required **bidder enter number of days** to complete the project. We therefore advise you to consult with your attorney as to whether those bids are acceptable. The apparent low bidder who submitted a complete bid form, M&P Construction Inc, holds a current Certificate of Responsibility Number 21320-MC and has provided to you a bid bond in accordance with the requirements.*

Based on the above facts, we anticipate that the Contractors listed above can fulfill the duties of the proposed Contract for Construction. In accordance with the specifications, we have requested additional information regarding the project cost and potential subcontracts.

Attached, please find the certified Bid Tab result and the supporting documentation as submitted for all bidders for your information and use.

Please review the included CBDG Bid Packet documents which were provided with each bid in accordance with the Specifications for compliance with your Community Division requirements.

If you have any questions, please feel free to contact the office.

Respectfully,

Shane Germany, AIA
Principal Architect

Pope & Pope, P.A.

Attorneys and Counselors
Post Office Box 17527
Hattiesburg, Mississippi 39404-7527

Moran M. Pope, Jr. (1922-2017)
Moran M. Pope, III

Telephone: 601-268-9997
Email: randypope@popelaw.com

March 3, 2025

Mayor and City Council
City of Hattiesburg, Mississippi

Re: Katie-Dabbs Community Center Project Bids

Dear Mayor and City Council:

I have reviewed the bids for the Katie-Dabbs Community Center Project and have consulted with the Principal Architect for the Project, Shane Germany, as well as with the State Auditor's Office.

As you know, the law requires that when a public body puts a project out for bid, it must accept the lowest and best bid. As Mr. German's letter of February 20, 2025, points out, J. W. Chain Contractors, LLC, was the lowest bid of those bidding, but it did not provide the number of days to complete the project as the bid form required. In my opinion, the bid of J. W. Chain Contractors, LLC, is an incomplete bid, and the City Council cannot determine whether its bid is, in addition to being the lowest bid, also the best bid.

Given those facts, I recommend that the City Council accept M & P Construction as the lowest and best bid for this project.

Sincerely yours,

Moran M. Pope, III, City Attorney

MMPIII/rp

LANDRY · LEWIS · GERMANY
ARCHITECTS, P.A.
CREATING LANDMARKS SINCE 1910
WWW.LLGARCH.COM
5211 OLD HIGHWAY 11, HATTIESBURG, MISSISSIPPI 39402
Kevin P. Lewis, AIA
Christian J. Landry, AIA
Jason K. Landry, AIA
Shane M. Germany, AIA
PHONE 601.271.7711

KATIE DABBS COMMUNITY CENTER RENOVATIONS
HATTIESBURG, MISSISSIPPI
PROJECT NUMBER: CN 21-3823 BID DATE: February 13, 2025

CONTRACTOR	Resp. No.	Number of Days	BASE BID	TOTAL
Codaray Construction, LLC	22429-MC		NO BID	
David Rush Construction LLC	14565-MC	180	$1,405,000.00	
Hopkins Construction & Maintenance, LLC	19759-MC	n/a**	$1,144,000.00	
JW Chain Contractors, LLC	24496-MC	n/a**	$997,956.00	
M&P Construction	21320-MC	210	$1,045,000.00	
MSP Enterprises LLC	23400-MC	240	$1,186,000.00	
Phoenix Construction L.L.C.	19024-MC		NO BID	
Traxler Construction, LLC	23254-MC		NO BID	

I certify that the above is a true and accurtate tabulation of bids on the above refereneced project: _____

SHANE GERMANY, AIA
PRINCIPAL ARCHITECT

**"n/a" indicates bidder did not provide a number of days on the proposal form.

SECTION 00 42 13 PROPOSAL FORM

PROPOSAL OF (hereinafter called "Bidder"),

Firm Name: M&P CONSTRUCTION INC ,

Operating as a S-CORPORATION (corporation/ partnership/ individual)

Doing (State) Business as M&P CONSTRUCTION INC .

FOR City of Hattiesburg, (hereinafter called "Owner").

The Bidder, in compliance with your Advertisement for Bids for the construction of THE FOLLOWING PROJECT:

KATIE DABBS COMMUNITY CENTER RENOVATIONS

and having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" from the Architect and to substantially complete the project within THE FOLLOWING consecutive calendar days; 210 Days **(bidder insert days)**.

Bidder acknowledges receipt of the following addenda:

No. 1, No. 2, No. 3

No. 4, No. 5, No. _____

BASE BID: Bidder agrees to perform all of the General, Mechanical, and Electrical Construction, and all other work shown on drawings or specified herein for the sum of:

One Million Forty Five Thousand Dollars ,

$ 1,045,000.00

Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

OWNERS RIGHTS:

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

BID SECURITY:

Enclosed is a bid bond signed by a Mississippi Agent or certified check payable to the Owner in the sum equal to at least five percent (5%) of the base bid. This sum is to become the property of the Owner in the event the contract, Contract Bond and Certificate of Insurance

are not executed within ten (10) days of Notification of Bidder of acceptance of bid. These liquidated damages are for the delay and additional expense to the Owner.

BIDDER QUALIFICATIONS:

I certify that I meet all qualifications specified for this project, and that for Base Bids exceeding $50,000.00 I possess a Mississippi Certificate of Responsibility valid for this project. Mississippi Certificate of Responsibility Number 21320-MC .

Note: when the bidder is a joint venture, the joint venture Mississippi Certificate of Responsibility Number is N/A .

OR the joint venture member firms and their respective Mississippi Certificate of Responsibility Numbers are N/A .

Bidder certifies that he is: **(initial)**

a Mississippi Resident Contractor MC

OR a Non Resident Contractor _____

When a non resident contractor submits a bid for a Mississippi public project, he shall attach thereto a copy of his resident State's current law pertaining to such State's treatment of non resident contractor as required by Title 31, Chapter 3 - 31-3-21 (3) of the Mississippi Code of 1972 as amended.

SPECIAL PROVISIONS

I understand that this project contains special provisions as specified in Sections 00 74 00 and 00 74 10 as it relates to Federal, HUD, and CBDG guidelines and standards. I have read and reviewed the applicable provisions and I understand that compliance with such provisions is a condition of this contract for all Contractors, Subcontractors, and other parties to this contract.

Executed copies of all Contractor Certifications must be provided as referenced as part of this proposal. Any Bids received without signed documents listed below will not be accepted. (Copies of all forms can be found in Section 00 74 10 - Appendix C)

- C-1 Contractors Certification on Federal Contract Requirements
- C-2 HUD Debarment and Suspension Certification
- C-3 False Claims Act Certification
- C-4 Non-Segregated Facilities Certification
- C-5a Byrd Anti-Lobbying Amendment Certification
- C-5b Disclosure of Lobbying Activities Form LLL
- C-6 Section 3 Economic Opportunity Plan
- C-7 Section 3 Compliance Bidder's Certification
- C-8 (Optional) Certification for Seeking Section 3 Preference

(SEE NEXT PAGE – SIGN AND RETURN WITH BID FORM)

ACCEPTANCE

I agree to hold this proposal open for acceptance for 45days after the bid date and certify that I am authorized to enter my firm into a binding contract if this proposal is accepted.

SIGNATURE

Signed: _____ Date: 02/13/25 .

Printed Name: MARIELA CANCIO .

Title: PRESIDENT .

Firm: M&P CONSTRUCTION INC .

(Exact name of firm corresponding to Mississippi Certificate of Responsibility Number and Bid Bond as applicable and as it is to appear in a contract).

Address: 130 WALKER CR. .

City/State/Zip: RICHLAND, MS 39218 .

Office: (763) 243 6776 Cell: (601) 421 3568

END OF PROPOSAL - END OF SECTION

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

M & P Construction, Inc.
130 Walker Circle
Richland, MS 39218

SURETY:
(Name, legal status and principal place of business)

Employers Mutual Casualty Company
P.O. Box 712
Des Moines, IA 50306-0712

OWNER:
(Name, legal status and address)

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

BOND AMOUNT: $ 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Katie Dabbs Community Center Renovations, CN#21-3823

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of February, 2025

(Witness)

(Witness) Blake Johnson

M & P Construction, Inc.
(Principal) *(Seal)*

By:
(Title) Manuel Chavez / President

Employers Mutual Casualty Company
(Surety) *(Seal)*

By:
(Title) Stephen Wesley Price, Jr. Attorney-in-Fact
Fisher Brown Bottrell, a Marsh & McLennan Agency LLC Company

EMPLOYERS MUTUAL CASUALTY CO. CORPORATE SEAL DES MOINES, IOWA

emc INSURANCE

P.O. Box 712 • Des Moines, Iowa 50306-0712

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint

Stephen Wesley Price, Jr.

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond

Surety Bond Number: Bid Bond
Principal : M & P Construction, Inc.
Obligee : City of Hattiesburg

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed

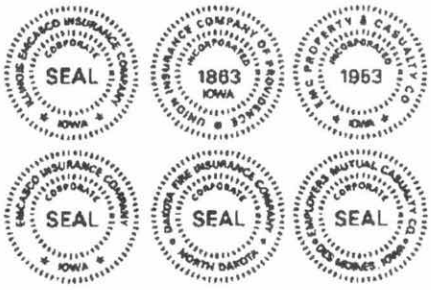
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 19th day of September, 2022.

Seals



Scott R. Jean, President & CEO
of Company 1, Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

KATHY LOVERIDGE
Commission Number 780769
My Commission Expires
October 10, 2025

On this 19th day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 19th day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 13th day of February, 2025.

Ryan J. Springer
Vice President

M&P CONSTRUCTION INC
130 Walker Cr Richland, MS 39218 / Phone: (601) 421 3568 / Fax: (601)956 0849

BIDDER: **M&P CONSTRUCTION, INC.**
130 Walker Cr.
Richland, MS 39218

COR: **21320-MC**

PROJECT: **KATIE DABBBS COMMUNITY CENTER RENOVATIONS.**
Hattiesburg, MS.

PROJECT #: **CN-21-3823**

OWNER: **THE CITY OF HATTIESBURG**
200 Forrest St
Hattiesburg, MS 39401

BID DATE: **02/13/2025 @ 10:00 A.M**

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

For all orders above the limit prescribed in 2 CFR 200 – Appendix II (currently $100,000), the Offeror must complete and sign the following:

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in 2 CFR 200 – Appendix II and 31 U.S.C. 1352, the "Byrd Anti-Lobbying Amendment."

(a) 2 CFR 200 – Appendix II, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" is hereby incorporated by reference into this certification

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000 shall certify and disclose accordingly.

(c) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

SIGNATURE: _____

COMPANY NAME: M&P CONSTRUCTION INC

DATE: 02/13/2025

SECTION 00 42 13 PROPOSAL FORM

PROPOSAL OF (hereinafter called "Bidder"),

Firm Name: DAVID RUSH CONSTRUCTION, LLC ,

Operating as a Limited Liability Company (corporation/ partnership/ individual)

Doing (State) Business as General Contractor .

FOR City of Hattiesburg, (hereinafter called "Owner").

The Bidder, in compliance with your Advertisement for Bids for the construction of THE FOLLOWING PROJECT:

KATIE DABBS COMMUNITY CENTER RENOVATIONS

and having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" from the Architect and to substantially complete the project within THE FOLLOWING consecutive calendar days; 180 **(bidder insert days)**.

Bidder acknowledges receipt of the following addenda:

No. 1 - 01/16/2025, No. 2 - 01/22/2025, No. 3 - 01/24/2025

No. 4 - 01/30/2025, No. 5 - 02/03/2025, No. _____

BASE BID: Bidder agrees to perform all of the General, Mechanical, and Electrical Construction, and all other work shown on drawings or specified herein for the sum of:

One million, four hundred five thousand dollars ,

$ 1, 405,000.00

Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

OWNERS RIGHTS:

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

BID SECURITY:

Enclosed is a bid bond signed by a Mississippi Agent or certified check payable to the Owner in the sum equal to at least five percent (5%) of the base bid. This sum is to become the property of the Owner in the event the contract, Contract Bond and Certificate of Insurance

are not executed within ten (10) days of Notification of Bidder of acceptance of bid. These liquidated damages are for the delay and additional expense to the Owner.

BIDDER QUALIFICATIONS:

I certify that I meet all qualifications specified for this project, and that for Base Bids exceeding $50,000.00 I possess a Mississippi Certificate of Responsibility valid for this project. Mississippi Certificate of Responsibility Number 14565-MC .

Note: when the bidder is a joint venture, the joint venture Mississippi Certificate of Responsibility Number is _____ .

OR the joint venture member firms and their respective Mississippi Certificate of Responsibility Numbers are _____ .

Bidder certifies that he is: **(initial)**

a Mississippi Resident Contractor ✓

OR a Non Resident Contractor _____

When a non resident contractor submits a bid for a Mississippi public project, he shall attach thereto a copy of his resident State's current law pertaining to such State's treatment of non resident contractor as required by Title 31, Chapter 3 - 31-3-21 (3) of the Mississippi Code of 1972 as amended.

SPECIAL PROVISIONS

I understand that this project contains special provisions as specified in Sections 00 74 00 and 00 74 10 as it relates to Federal, HUD, and CBDG guidelines and standards. I have read and reviewed the applicable provisions and I understand that compliance with such provisions is a condition of this contract for all Contractors, Subcontractors, and other parties to this contract.

Executed copies of all Contractor Certifications must be provided as referenced as part of this proposal. Any Bids received without signed documents listed below will not be accepted. (Copies of all forms can be found in Section 00 74 10 - Appendix C)

- C-1 Contractors Certification on Federal Contract Requirements
- C-2 HUD Debarment and Suspension Certification
- C-3 False Claims Act Certification
- C-4 Non-Segregated Facilities Certification
- C-5a Byrd Anti-Lobbying Amendment Certification
- C-5b Disclosure of Lobbying Activities Form LLL
- C-6 Section 3 Economic Opportunity Plan
- C-7 Section 3 Compliance Bidder's Certification
- C-8 (Optional) Certification for Seeking Section 3 Preference

(SEE NEXT PAGE – SIGN AND RETURN WITH BID FORM)

ACCEPTANCE

I agree to hold this proposal open for acceptance for 45days after the bid date and certify that I am authorized to enter my firm into a binding contract if this proposal is accepted.

SIGNATURE

Signed: _____ Date: February 13, 2025 .

Printed Name: David Rush .

Title: Managing Member .

Firm: DAVID RUSH CONSTRUCTION, LLC .

(Exact name of firm corresponding to Mississippi Certificate of Responsibility Number and Bid Bond as applicable and as it is to appear in a contract).

Address: 18391 Runnymede Road .

City/State/Zip: Pass Christian, MS 39571 .

Office: (228) 255-1286 Cell: (228) 263-4820

END OF PROPOSAL - END OF SECTION

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
David Rush Construction, LLC
18391 Runnymede Road
Pass Christian, MS 39571

SURETY:
(Name, legal status and principal place of business)
Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

OWNER:
(Name, legal status and address)
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

BOND AMOUNT: $Five Percent (5%) of the Amount Bid----------

PROJECT:
(Name, location or address, and Project number, if any)
Katie Dabbs Community Center Renovations
1102 Dabbs St., Hattiesburg, MS 39401
CN# 21-3823

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.
/

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User Notes: (1147358545)

Signed and sealed this 13th day of February, 2025

	David Rush Construction, LLC
	(Contractor as Principal) *(Seal)*
(Witness) MARINEL COTERA-HUFF, ASST.	*(Title)* DAVID RUSH, MANAGING MEMBER
	Atlantic Specialty Insurance Company
	(Surety) *(Seal)*
(Witness)	*(Title)* Kathleen Scarborough, Attorney-In-Fact

Init.
/

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User Notes: (1147358545)

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Debbie Dunaway, Dewey Mason, James Eley Brashier, Jim E. Brashier, Julie C Livingston, Kathleen Scarborough, Patrick Mason, Susan Skrmetta, Troy P. Wagener**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 13th day of February 2025

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2030

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

DAVID RUSH CONSTRUCTION, LLC
18391 Runnymede Road
Pass Christian, MS 39571

CITY OF HATTIESBURG
200 Forest Street
Hattiesburg, MS 39401

Bid for construction of:

KATIE DABBS COMMUNITY CENTER RENOVATIONS
CN#21-3823

Certificate of Responsibility Number: **14565-MC**

SECTION 00 42 13 PROPOSAL FORM

PROPOSAL OF (hereinafter called "Bidder"),

Firm Name: HOPKINS CONSTRUCTION & MAINTENANCE, LLC ,

Operating as a LIMITED LIABILITY CORPORATION (corporation/ partnership/ individual)

Doing (State) Business as MISSISSIPPI .

FOR City of Hattiesburg, (hereinafter called "Owner").

The Bidder, in compliance with your Advertisement for Bids for the construction of THE FOLLOWING PROJECT:

KATIE DABBS COMMUNITY CENTER RENOVATIONS

and having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" from the Architect and to substantially complete the project within THE FOLLOWING consecutive calendar days; _____ **(bidder insert days)**.

Bidder acknowledges receipt of the following addenda:

No. 1 - 1/16/2025, No. 3 - 1/24/2025, No. 5 - 2/3/2025

No. 2 - 1/22/2025, No. 4 - 1/30/2025, No. N/A

BASE BID: Bidder agrees to perform all of the General, Mechanical, and Electrical Construction, and all other work shown on drawings or specified herein for the sum of:

One Million One Hundred Forty-Four Thousand Dollars & Zero Cents $ 1,144,000.00

Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

OWNERS RIGHTS:

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

BID SECURITY:

Enclosed is a bid bond signed by a Mississippi Agent or certified check payable to the Owner in the sum equal to at least five percent (5%) of the base bid. This sum is to become the property of the Owner in the event the contract, Contract Bond and Certificate of Insurance

are not executed within ten (10) days of Notification of Bidder of acceptance of bid. These liquidated damages are for the delay and additional expense to the Owner.

BIDDER QUALIFICATIONS:

I certify that I meet all qualifications specified for this project, and that for Base Bids exceeding $50,000.00 I possess a Mississippi Certificate of Responsibility valid for this project. Mississippi Certificate of Responsibility Number 19759-MC .

Note: when the bidder is a joint venture, the joint venture Mississippi Certificate of Responsibility Number is N/A .

OR the joint venture member firms and their respective Mississippi Certificate of Responsibility Numbers are N/A .

Bidder certifies that he is: **(initial)**

a Mississippi Resident Contractor X

OR a Non Resident Contractor _____

When a non resident contractor submits a bid for a Mississippi public project, he shall attach thereto a copy of his resident State's current law pertaining to such State's treatment of non resident contractor as required by Title 31, Chapter 3 - 31-3-21 (3) of the Mississippi Code of 1972 as amended.

SPECIAL PROVISIONS

I understand that this project contains special provisions as specified in Sections 00 74 00 and 00 74 10 as it relates to Federal, HUD, and CBDG guidelines and standards. I have read and reviewed the applicable provisions and I understand that compliance with such provisions is a condition of this contract for all Contractors, Subcontractors, and other parties to this contract.

Executed copies of all Contractor Certifications must be provided as referenced as part of this proposal. Any Bids received without signed documents listed below will not be accepted. (Copies of all forms can be found in Section 00 74 10 - Appendix C)

- C-1 Contractors Certification on Federal Contract Requirements
- C-2 HUD Debarment and Suspension Certification
- C-3 False Claims Act Certification
- C-4 Non-Segregated Facilities Certification
- C-5a Byrd Anti-Lobbying Amendment Certification
- C-5b Disclosure of Lobbying Activities Form LLL
- C-6 Section 3 Economic Opportunity Plan
- C-7 Section 3 Compliance Bidder's Certification
- C-8 (Optional) Certification for Seeking Section 3 Preference

(SEE NEXT PAGE – SIGN AND RETURN WITH BID FORM)

ACCEPTANCE

I agree to hold this proposal open for acceptance for 45days after the bid date and certify that I am authorized to enter my firm into a binding contract if this proposal is accepted.

SIGNATURE

Signed: Marty Hopk Date: 2/13/2025 .

Printed Name: MARTY HOPKINS .

Title: MEMBER .

Firm: HOPKINS CONSTRUCTION & MAINTENANCE, LLC .

(Exact name of firm corresponding to Mississippi Certificate of Responsibility Number and Bid Bond as applicable and as it is to appear in a contract).

Address: 19197 COMMISSION ROAD .

City/State/Zip: LONG BEACH, MS 39560 .

Office: (228) 206-6046 Cell: (601) 940-2824

END OF PROPOSAL - END OF SECTION

McGriff, a Marsh & McLennan Agency LLC Company

1020 Highland Colony Parkway, Ste. 302, Ridgeland, MS 39157
PH 601-790-8500 WATS 800-844-6700 FAX 601-790-8558

BID BOND
The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Hopkins Construction & Maintenance LLC
19197 Commission Rd, Long Beach, MS 39560
as Principal, hereinafter called the Principal, and SureTec Insurance Company
2103 CityWest Boulevard, Suite 1300, Houston , TX 77042
a corporation duly organized under the laws of the state of TX
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Hattiesburg
200 Forrest Street, Hattiesburg, MS 39401
as Obligee, hereinafter called Obligee, in the sum of

Five Percent of Amount Bid Dollars ($ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Prinicipal has submitted a bid for Katie Dabbs Community Center Renovations, CN #21-3823, as per proposal

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as many be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 13th day of February 2025

Jessica Loyd
Jessica Loyd (Witness)

Hopkins Construction & Maintenance LLC
(Principal) (Seal)
By Marty Hopkins
Marty Hopkins, (Title) Member

Gail Thomas
Gail Thomas (Witness)

SureTec Insurance Company
(Surety)
By
(Attorney-in-fact & Res. Miss. Agent)
Joshua T. Jones

POA #: 2410017

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Charles F. Porter, Joshua Jones, Peyton Case

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Hundred Thousand and 00/100 Dollars ($500,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 1st day of October , A.D. 2024 .

SURETEC INSURANCE COMPANY

By: _____
Michael C. Keimig, President

State of Texas ss:
County of Harris

On this 1st day of October , A.D. 2024 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

TANYA SNEED
Notary Public State of Texas
Commission # 128571231
Commission Expires 03/30/2027

_____
Tanya Sneed, Notary Public
My commission expires March 30, 2027

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 13th day of February, 2025, A.D.

_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 2410017
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

HOPKINS CONSTRUCTION & MAINTENANCE, LLC
19197 COMMISSION ROAD
LONG BEACH, MS 39560

CITY OF HATTIESBURG
HATTIESBURG CITY COUNCIL CHAMBERS, CITY HALL
200 FORREST STREET
HATTIESBURG, MS 39401

BID ENCLOSED FOR: CN#21-3823, KATIE DABBS COMMUNITY CENTER RENOVATIONS

SEALED BID TO BE OPENED: FEBRUARY 13, 2025, AT 10:00 A.M.

COR NUMBER: 19759-MC

SECTION 00 42 13 PROPOSAL FORM

PROPOSAL OF (hereinafter called "Bidder"),

Firm Name: JW Chain Contractors, LLC ,

Operating as a Sole Proprietorship (LLC) (corporation/ partnership/ individual)

Doing (State) Business as JW Chain Contractors, LLC .

FOR City of Hattiesburg, (hereinafter called "Owner").

The Bidder, in compliance with your Advertisement for Bids for the construction of THE FOLLOWING PROJECT:

KATIE DABBS COMMUNITY CENTER RENOVATIONS

and having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" from the Architect and to substantially complete the project within THE FOLLOWING consecutive calendar days; _____ **(bidder insert days)**.

Bidder acknowledges receipt of the following addenda:

No. Adden 1. 1/16/25, No. Adden 2. 1/22/25, No. Adden 3. 1/24/25

No. Adden 4. 1/30/25, No. Adden 5. 2/3/25, No. _____

BASE BID: Bidder agrees to perform all of the General, Mechanical, and Electrical Construction, and all other work shown on drawings or specified herein for the sum of:

Nine hundred ninety seven nine hundred fifty six ,

$ 997,956.00

Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

OWNERS RIGHTS:

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

BID SECURITY:

Enclosed is a bid bond signed by a Mississippi Agent or certified check payable to the Owner in the sum equal to at least five percent (5%) of the base bid. This sum is to become the property of the Owner in the event the contract, Contract Bond and Certificate of Insurance

are not executed within ten (10) days of Notification of Bidder of acceptance of bid. These liquidated damages are for the delay and additional expense to the Owner.

BIDDER QUALIFICATIONS:

I certify that I meet all qualifications specified for this project, and that for Base Bids exceeding $50,000.00 I possess a Mississippi Certificate of Responsibility valid for this project. Mississippi Certificate of Responsibility Number 24496-MC .

Note: when the bidder is a joint venture, the joint venture Mississippi Certificate of Responsibility Number is N/A .

OR the joint venture member firms and their respective Mississippi Certificate of Responsibility Numbers are N/A .

Bidder certifies that he is: **(initial)**

a Mississippi Resident Contractor _____

OR a Non Resident Contractor N/A

When a non resident contractor submits a bid for a Mississippi public project, he shall attach thereto a copy of his resident State's current law pertaining to such State's treatment of non resident contractor as required by Title 31, Chapter 3 - 31-3-21 (3) of the Mississippi Code of 1972 as amended.

SPECIAL PROVISIONS

I understand that this project contains special provisions as specified in Sections 00 74 00 and 00 74 10 as it relates to Federal, HUD, and CBDG guidelines and standards. I have read and reviewed the applicable provisions and I understand that compliance with such provisions is a condition of this contract for all Contractors, Subcontractors, and other parties to this contract.

Executed copies of all Contractor Certifications must be provided as referenced as part of this proposal. Any Bids received without signed documents listed below will not be accepted. (Copies of all forms can be found in Section 00 74 10 - Appendix C)

- C-1 Contractors Certification on Federal Contract Requirements
- C-2 HUD Debarment and Suspension Certification
- C-3 False Claims Act Certification
- C-4 Non-Segregated Facilities Certification
- C-5a Byrd Anti-Lobbying Amendment Certification
- C-5b Disclosure of Lobbying Activities Form LLL
- C-6 Section 3 Economic Opportunity Plan
- C-7 Section 3 Compliance Bidder's Certification
- C-8 (Optional) Certification for Seeking Section 3 Preference

(SEE NEXT PAGE – SIGN AND RETURN WITH BID FORM)

ACCEPTANCE

I agree to hold this proposal open for acceptance for 45days after the bid date and certify that I am authorized to enter my firm into a binding contract if this proposal is accepted.

SIGNATURE

Signed: _____ Date: 2/12/2025 .

Printed Name: John W. Chain .

Title: President & CEO .

Firm: JW Chain Contractors, LLC .

(Exact name of firm corresponding to Mississippi Certificate of Responsibility Number and Bid Bond as applicable and as it is to appear in a contract).

Address: 20 Hegwood Road .

City/State/Zip: Hattiesburg, MS 39402 .

Office: (601) 476-1101 Cell: (601) 606-7679

END OF PROPOSAL - END OF SECTION

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE JW Chain Contractors LLC
20 Hegwood Rd, Hattiesburg, MS 39402

as Principal, hereinafter called the Principal, and Great Midwest Insurance Company
800 Gessner Road, Suite 600, Houston, TX 77024

a corporation duly organized under the laws of the State of TX

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Hattiesburg
P.O. Box 1898, Hattiesburg, MS 39403

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars ($ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Katie Dabbs Community Center Renovations 498 Fredna Avenue, Hattiesburg, MS 39401 CN 21-3823

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 13th day of February , 2025

(Witness)

JW Chain Contractors LLC
(Principal) (Seal)
By: (Title)

(Witness)

GREAT MIDWEST INSURANCE COMPANY CORPORATE SEAL TEXAS CORPORATION

Great Midwest Insurance Company
(Surety) (Seal)
By:
Attorney-in-Fact Fielden Mitts (Title)

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: **Fielden Mitts**

Surety Bond No: Bid Bond
Principal: JW Chain Contractors LLC
Obligee: City of Hattiesburg

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty-Five Million dollars ($25,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

GREAT MIDWEST INSURANCE COMPANY

BY _____
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

NOTARY PUBLIC STATE OF TEXAS
CHRISTINA BISHOP
Notary Public, State of Texas
Comm. Expires 04-14-2026
Notary ID 131090488

BY _____
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 13th Day of February, 2025.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY _____
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

JW CHAIN CONTRACTORS

JW Chain Contractors LLC
20 Hegwood Rd
Hattiesburg, MS 39402

FILED
FEB 13 2025
CITY CLERK
BY [signature]
DEPUTY CLERK

9:57

CITY OF HATTIESBURG
200 FORREST STREET
HATTIESBURG, MS 39401

BID FOR: **KATIE DABBS COMMUNITY CENTER RENOVATIONS**
1102 DABBS STREET
HATTIESBURG, MS 39401
CN 21-3823

JW CHAIN CONTRACTORS

Certificate of Responsibility#: **24496-MC**
20 Hegwood Road
Hattiesburg, MS 39402

SECTION 00 42 13 PROPOSAL FORM

PROPOSAL OF (hereinafter called "Bidder"),

Firm Name: MSP Enterprises LLC,

Operating as a Individual (corporation/ partnership/ individual)

Doing (State) Business as MSP Enterprises LLC.

FOR City of Hattiesburg, (hereinafter called "Owner").

The Bidder, in compliance with your Advertisement for Bids for the construction of THE FOLLOWING PROJECT:

KATIE DABBS COMMUNITY CENTER RENOVATIONS

and having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" from the Architect and to substantially complete the project within THE FOLLOWING consecutive calendar days; 240 **(bidder insert days).**

Bidder acknowledges receipt of the following addenda:

No. 1, No. 2, No. 3

No. 4, No. 5, No. _____

BASE BID: Bidder agrees to perform all of the General, Mechanical, and Electrical Construction, and all other work shown on drawings or specified herein for the sum of:

One million one hundred eighty six, thousand dollars & $ 1,186,000.00

Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

OWNERS RIGHTS:

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

BID SECURITY:

Enclosed is a bid bond signed by a Mississippi Agent or certified check payable to the Owner in the sum equal to at least five percent (5%) of the base bid. This sum is to become the property of the Owner in the event the contract, Contract Bond and Certificate of Insurance

are not executed within ten (10) days of Notification of Bidder of acceptance of bid. These liquidated damages are for the delay and additional expense to the Owner.

BIDDER QUALIFICATIONS:

I certify that I meet all qualifications specified for this project, and that for Base Bids exceeding $50,000.00 I possess a Mississippi Certificate of Responsibility valid for this project. Mississippi Certificate of Responsibility Number 23400-MC.

Note: when the bidder is a joint venture, the joint venture Mississippi Certificate of Responsibility Number is N/A.

OR the joint venture member firms and their respective Mississippi Certificate of Responsibility Numbers are N/A.

Bidder certifies that he is: **(initial)**

a Mississippi Resident Contractor MP

OR a Non Resident Contractor _____

When a non resident contractor submits a bid for a Mississippi public project, he shall attach thereto a copy of his resident State's current law pertaining to such State's treatment of non resident contractor as required by Title 31, Chapter 3 - 31-3-21 (3) of the Mississippi Code of 1972 as amended.

SPECIAL PROVISIONS

I understand that this project contains special provisions as specified in Sections 00 74 00 and 00 74 10 as it relates to Federal, HUD, and CBDG guidelines and standards. I have read and reviewed the applicable provisions and I understand that compliance with such provisions is a condition of this contract for all Contractors, Subcontractors, and other parties to this contract.

Executed copies of all Contractor Certifications must be provided as referenced as part of this proposal. Any Bids received without signed documents listed below will not be accepted. (Copies of all forms can be found in Section 00 74 10 - Appendix C)

- C-1 Contractors Certification on Federal Contract Requirements
- C-2 HUD Debarment and Suspension Certification
- C-3 False Claims Act Certification
- C-4 Non-Segregated Facilities Certification
- C-5a Byrd Anti-Lobbying Amendment Certification
- C-5b Disclosure of Lobbying Activities Form LLL
- C-6 Section 3 Economic Opportunity Plan
- C-7 Section 3 Compliance Bidder's Certification
- C-8 (Optional) Certification for Seeking Section 3 Preference

(SEE NEXT PAGE – SIGN AND RETURN WITH BID FORM)

ACCEPTANCE

I agree to hold this proposal open for acceptance for 45days after the bid date and certify that I am authorized to enter my firm into a binding contract if this proposal is accepted.

SIGNATURE

Signed: Michael S. Patterson Date: 2-13-25.

Printed Name: Michael S. Patterson.

Title: Owner.

Firm: MSP Enterprises LLC.

(Exact name of firm corresponding to Mississippi Certificate of Responsibility Number and Bid Bond as applicable and as it is to appear in a contract).

Address: 6853 R.V. Lindley Road.

City/State/Zip: Moselle, MS 39459.

Office: (601) 270-3702 Cell: (601) 270-3702

END OF PROPOSAL - END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we,
MSP Enterprises, LLC
683 RV Lindley Road Moselle, MS 39459
as Principal, hereinafter called the Principal, and

FCCI Insurance Company
6300 University Parkway Sarasota, FL 34240
a corporation duly organized under the laws of the State of FL

as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Hattiesburg
200 Forrest Street Hattiesburg, MS 39401
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars ($ 5%)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs , executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Katie Dabbs Community Center Renovations, CN#21-3823

NOW THEREFORE, the condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed and sealed this 13th day of February **A.D** 2025

(Witness)

MSP Enterprises, LLC
(Principal) (Seal)

By: Michael S. Patterson
(Title)

FCCI Insurance Company
(Surety) (Seal)

Braxton Brumfield (Witness)

By:
Stephen Wesley Price, Jr. (Attorney-in-Fact)

Fisher Brown Bottrell, a Marsh & McLennan Agency LLC Company
Resident MS Agent

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Stephen Wesley Price, Jr.

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $20,000,000.00): $20,000,000.00

Surety Bond No.: Bid Bond
Principal: MSP Enterprises, LLC
Obligee: City of Hattiesburg

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch
Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 13th day of February, 2025

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

MSP Enterprises LLC
683 R.V. Lindley Road, Moselle MS 39459
C.O.R. 23400-MC

FILED
FEB 13 2025
CITY CLERK
BY
DEPUTY CLERK
FEB 13 25
BY
CITY CLERK
DEPUTY CLERK
9:05 pm

Katie Dabbs Community
Center Renovations
City of Hattiesburg
Hattiesburg, Mississippi
CN21-3823

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Ann Jones, Chief Administrative Officer**

cc:

Date: **Tuesday, March 4, 2025**

Re: **Ratify Addendum to the agreement with Norfolk Southern Railway Company to extend Right of Entry access for Hall Avenue Overpass Bridge.**
File Number: 2025-178
Minute Book #

Summary
Ratify Addendum to the agreement with Norfolk Southern Railway Company to extend Right of Entry access for Hall Avenue Overpass Bridge.

Recommendation Statement
I recommend that this item be ratified.

Please place this on the March 4, 2025 City Council meeting for consideration.

THIS ADDENDUM TO THE AGREEMENT, made this ___day of _____, 2024 between **THE CITY OF HATTIESBURG,** a Mississippi Municipality, hereinafter called "LICENSEE" and **NORFOLK SOUTHERN RAILWAY COMPANY**, hereinafter called "RAILWAY".

WHEREAS, LICENSEE and the RAILWAY entered into an Agreement dated the 9th of December, 2022, to construct the Hall Ave Overhead Bridge (DOT# TBD), over RAILWAY Milepost NO-86.29 and to add a sidewalk to the existing 6th Avenue at-grade vehicular crossing (DOT# 725611U) at RAILWAY Milepost NO-86.26, at or near Hattiesburg, Forrest County, Mississippi marked Attachment 1.

WHEREAS, the parties desire to amend the original Agreement to revise certain sections containing references to work to be performed.

NOW, THEREFORE, LICENSEE and the RAILWAY agree to amend the Agreement entered into dated the 9th of December 2022 marked Attachment 1:

1. The parties agree to **REPLACE** Section I.3. in its entirety with the following language:

Construction and Maintenance of the Facilities. LICENSEE shall construct and maintain the Facilities, at its expense, in such a manner as will not interfere with the operations of RAILWAY or endanger persons or property of RAILWAY, and in accordance with (a) plans and specifications (if any) shown on said print(s) marked as Exhibit B and any other specifications prescribed by RAILWAY, (b) applicable governmental regulations or laws, and (c) applicable specifications adopted by the American Railway Engineering and Maintenance of Way Association when not in conflict with plans, specifications or regulations mentioned in (a) and (b) above.

2. The parties agree to **REPLACE** Section I.8. in its entirety with the following language:

Railway Support. RAILWAY shall, at RAILWAY's option, furnish, at the sole expense of LICENSEE, labor and materials necessary, in RAILWAY's sole judgment, to support its tracks during the installation, maintenance, repair, renewal or removal of the Facilities.

3. The parties agree to **INSERT** Section I.19. in with the following language:

Qualified Protective Services. LICENSEE agrees that it will require its contractor to furnish and maintain qualified protective services equipped to operate around RAILWAY operations to protect the LICENSEE, or its contractor, when construction activities are taking place on or adjacent to the RAILWAY property and/or has the

potential to foul the RAILWAY's tracks or operations. All expenses for the qualified protective services shall be covered by the LICENSEE. Prior to use, RAILWAY has the right to ensure the qualified protective services used is properly equipped to provide services around RAILWAY operations to ensure safety.

4. The parties agree to **REPLACE** Section II.1. in its entirety with the following language:

Scope of Work. The scope of the work by RAILWAY shall include any necessary acquisition of right-of-way, permitting, design, construction, and construction-related activities including, but not limited to, inspection, and superintendence within and along RAILWAY property necessary to facilitate LICENSEE's installation, construction, maintenance, operation and removal of the Facilities ("Railroad Project").

5. The parties agree to **REPLACE** Section II.5. (a) in its entirety with the following language:

RAILWAY shall furnish, or cause to be furnished, at the expense of the LICENSEE all the labor costs, overhead and indirect construction costs, materials and supplies, contracted services, transportation, equipment, and other related costs and items required to perform and complete the Railroad Project.

6. The parties agree to **REPLACE** Special Provisions, Exhibit C, in its entirety with marked Attachment 2.

All other terms and conditions contained in the Agreement entered into dated the 9th of December, 2022 marked Attachment 1 remain the same as originally written.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have, through duly authorized representatives, entered into this Addendum to the Agreement effective the day and year first written above.

THE CITY OF HATTIESBURG

By: _____

Name: _____

Title: _____

Date: _____

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT 1

NS File: BR1113606

THIS AGREEMENT, dated as of the 9th day of December, 2022 is made and entered into by and between

NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, whose mailing address is 650 West Peachtree Street NW – Box 45, Atlanta, Georgia 30308 (hereinafter called "RAILWAY"); and

CITY OF HATTIESBURG, a Mississippi municipality, whose mailing address is 200 Forrest Street, P.O. Box 1898, Hattiesburg, Mississippi 34901 (hereinafter called "LICENSEE").

RECITALS

WHEREAS, LICENSEE, at its own cost and expense, has found it necessary to construct the Hall Ave Overhead Bridge (DOT# TBD) over RAILWAY Milepost NO-86.29 and to add a sidewalk to the existing 6th Avenue at-grade vehicular crossing (DOT# 725611U) at RAILWAY Milepost NO-86.26 (the "Facilities"), at or near Hattiesburg, Forrest County, Mississippi (the "Premises"), located substantially as shown upon print of Drawing marked Exhibit A; and

WHEREAS, RAILWAY is willing to permit LICENSEE to enter upon RAILWAY's right of way for installation, construction, maintenance, operation and removal of the Facilities upon the terms and conditions of this Agreement; and in accordance with the plans and specifications marked Exhibit B; and

WHEREAS, RAILWAY is willing, at LICENSEE's sole expense, to make modifications to RAILWAY's right of way and/or appurtenances rendered necessary by LICENSEE's installation, construction, maintenance, operation and removal of its Facilities in accordance with the force account estimate marked Exhibit D.

NOW THEREFORE, for and in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

I. LICENSEE'S FACILITIES

1. Right-of-Entry. RAILWAY, insofar as its rights and title enables it to do so and subject to its rights to operate and maintain its RAILWAY and RAILWAY appurtenances along, in, and over its right-of-way, grants LICENSEE, its agents and/or contractors, without compensation, the right to enter upon the Premises, for the purpose of installation, construction, maintenance, operation and removal of the Facilities, provided that, prior to entry upon lands of RAILWAY, any agent and/or contractor of LICENSEE must execute and deliver to RAILWAY a standard contractor right-of-entry agreement in a form approved by RAILWAY in its sole discretion, together with any certificate(s) of insurance required therein. Furthermore, any crossing of RAILWAY tracks by LICENSEE or any of its agents and/or contractors must be addressed by a standard temporary crossing agreement in a form approved by RAILWAY in its sole discretion.

2. Use and Condition of the Premises. The Premises shall be used by LICENSEE only for the installation, construction, maintenance, operation and removal of the Facilities and for no other purpose without the prior written consent of RAILWAY, which consent may be withheld by RAILWAY in its sole discretion. LICENSEE accepts the Premises in their current "as is" condition, as suited for the installation and operation of the Facilities, and without the benefit of any improvements to be constructed by RAILWAY except insofar as contemplated by Section II of this Agreement.

3. Construction and Maintenance of the Facilities. LICENSEE shall construct and maintain the Facilities, at its expense, in such a manner as will not interfere with the operations of RAILWAY or endanger persons or property of RAILWAY, and in accordance with (a) plans and specifications (if any) shown on said print(s) marked as Exhibit B and any other specifications prescribed by RAILWAY, (b) applicable governmental regulations or laws, and (c) applicable specifications adopted by the American RAILWAY Engineering and Maintenance of Way Association when not in conflict with plans, specifications or regulations mentioned in (a) and

(b) above. LICENSEE and any and all of LICENSEE contractors entering the Premises shall fully comply with applicable roadway worker protection regulations.

4. Indemnification. LICENSEE hereby agrees to indemnify and save harmless RAILWAY, its officers, agents and employees, from and against any and all liability, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and/or property damage to whomsoever or whatsoever occurring which arises or in any manner grows out of (a) the presence of LICENSEE, its employees, agents and/or contractors on or about the Premises, regardless of whether negligence on the part of RAILWAY, its officers, agents or employees caused or contributed to said loss of life, personal injury or property loss or damage in whole or in part; (b) any allegation that RAILWAY is an employer or joint employer of a LICENSEE or is liable for related employment benefits or tax withholdings; or (c) any decision by RAILWAY to bar or exclude LICENSEE from the Premises pursuant to the terms of this Agreement.

5. Environmental Matters. LICENSEE assumes all responsibility for any environmental obligations imposed under applicable laws, regulations or ordinances relating to the installation of the Facilities and/or to any contamination of any property, water, air or groundwater arising or resulting from LICENSEE's permitted operations or uses of RAILWAY's property pursuant to this Agreement. In addition, LICENSEE shall obtain any necessary permits to install the Facilities. LICENSEE agrees to indemnify and hold harmless RAILWAY from and against any and all liability, fines, penalties, claims, demands, costs (including attorneys' fees), losses or lawsuits brought by any person, company or governmental entity relating to contamination of any property, water, air or groundwater due to the use or presence of the Facilities. It is agreed that this indemnity provision extends to any cleanup costs related to LICENSEE's activities upon RAILWAY's property and to any costs related to cleanup of the Facilities or to other property caused by the use of the Facilities.

6. Special Provisions for Protection of Railway Interests. In connection with the operation and maintenance of the Facilities, it is agreed that the safety of people and the safety and continuity of RAILWAY's operations shall be of first importance. LICENSEE shall always act and shall require its employees, agents, contractors, and invitees to act, with the highest regard for safety and RAILWAY operations continuity and shall require its employees, agents, contractors, and invitees to utilize and comply with RAILWAY's directives in this regard. LICENSEE shall itself comply and shall require its employees, agents, contractors, and invitees to comply with all RAILWAY "Special Provisions for Protection of Railway Interests" ("Special Provisions"), as may be amended from time to time, attached hereto in current form as Exhibit C and hereby incorporated by reference. As used in the Special Provisions, LICENSEE is the "Contractor" should LICENSEE enter onto the Premises to perform any work contemplated by this Agreement. To ensure such compliance, LICENSEE shall assign a project manager to function as a single point-of-contact for LICENSEE. Said project manager is referred to as the "Sponsor's Engineer" in Exhibit C.

7. Insurance. Without limiting in any manner the liabilities and obligations assumed by LICENSEE under any other provision of this Agreement, and as additional protection to RAILWAY, LICENSEE shall procure and maintain (and/or cause a LICENSEE agent or contractor to procure and maintain, as applicable), at its expense, insurance as defined in the Special Provisions.

8. Railway Support. RAILWAY shall, at RAILWAY's option, furnish, at the sole expense of LICENSEE, labor and materials necessary, in RAILWAY's sole judgment, to support its tracks and to protect its traffic (including, without limitation, flagging) during the installation, maintenance, repair, renewal or removal of the Facilities.

9. Safety of Railway Operations. If RAILWAY becomes aware of any safety violations committed by LICENSEE, its employees, agents and/or contractors, RAILWAY shall so notify LICENSEE, and LICENSEE shall promptly correct such violation. In the event of an emergency threatening immediate danger to persons or property, RAILWAY may take corrective actions and shall notify LICENSEE promptly thereafter. LICENSEE shall reimburse RAILWAY for actual costs incurred in taking such emergency measures. RAILWAY assumes no additional responsibility for safety on the Premises for LICENSEE, its agents/or contractors by taking these corrective actions, and LICENSEE, its agents/contractors shall retain full responsibility for such safety violations.

10. Corrective Measures. If LICENSEE fails to take any corrective measures requested by RAILWAY in a timely manner, or if an emergency situation is presented which, in RAILWAY's judgment, requires

immediate repairs to the Facilities, RAILWAY, at LICENSEE's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

11. Railway Changes. If RAILWAY shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of RAILWAY, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, LICENSEE shall, upon thirty (30) days prior written notice from RAILWAY and at its sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of RAILWAY, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of RAILWAY.

12. Assumption of Risk. Unless caused solely by the negligence of RAILWAY or caused solely by the willful misconduct of RAILWAY, LICENSEE hereby assumes all risk of damage to the Facilities and LICENSEE's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and LICENSEE hereby declares and states that RAILWAY, its officers, directors, agents and employees shall not be responsible for any liability for such damage.

13. Liens; Taxes. LICENSEE will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the consent or request of RAILWAY, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving LICENSEE any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, LICENSEE shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by LICENSEE within the Premises. In the event that any such lien shall attach to the Premises or LICENSEE shall fail to pay such taxes, then, in addition to any other right or remedy available to RAILWAY, RAILWAY may, but shall not be obligated to, discharge the same. Any amount paid by RAILWAY for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by LICENSEE to RAILWAY within ten (10) days after RAILWAY's demand therefor.

14. Default; Remedies.

(a) The following events shall be deemed to be events of default by LICENSEE under this Agreement:

(i) LICENSEE shall fail to pay any sum of money due hereunder and such failure shall continue for a period of ten (10) days after the due date thereof;

(ii) LICENSEE shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to LICENSEE;

(iii) LICENSEE shall become insolvent or unable to pay its debts as they become due, or LICENSEE notifies RAILWAY that it anticipates either condition;

(iv) LICENSEE takes any action to, or notifies RAILWAY that LICENSEE intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against LICENSEE under any such statute; or

(v) a receiver or trustee shall be appointed for LICENSEE's license interest hereunder or for all or a substantial part of the assets of LICENSEE, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by LICENSEE, whether enumerated in this paragraph 15 or not, RAILWAY shall have the option to pursue any remedies available to it at law or in equity without any additional notices to LICENSEE. RAILWAY's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event LICENSEE shall

immediately surrender the Premises to RAILWAY; (ii) entry into or upon the Premises to do whatever LICENSEE is obligated to do under the terms of this License, in which event LICENSEE shall reimburse RAILWAY on demand for any expenses which RAILWAY may incur in effecting compliance with LICENSEE's obligations under this License, but without rendering RAILWAY liable for any damages resulting to LICENSEE or the Facilities from such action; and (iii) pursuit of all other remedies available to RAILWAY at law or in equity, including, without limitation, injunctive relief of all varieties.

15. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, RAILWAY shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to LICENSEE written notice of such termination no less than sixty (60) days prior to the effective date thereof, upon the occurrence of any one or more of the following events:

(a) If LICENSEE shall discontinue the use or operations of the Facilities; or

(b) If RAILWAY shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or

(c) If RAILWAY, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or

(d) If RAILWAY, in the good faith judgment of its Superintendent, determines that the maintenance or use of the Facilities unduly interferes with the operation and maintenance of the facilities of RAILWAY, or with the present or future use of such property by RAILWAY, its lessees, affiliates, successors or assigns, for their respective purposes.

16. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to LICENSEE hereunder shall, at the sole option of RAILWAY, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of RAILWAY, and LICENSEE shall have no claim thereto, the same being hereby expressly waived by LICENSEE.

17. Removal of Facilities; Survival. The Facilities are and shall remain the personal property of LICENSEE. Upon the termination of this Agreement, LICENSEE shall remove the Facilities from the Premises within thirty (30) days after the effective date thereof. In performing such removal, unless otherwise directed by RAILWAY, LICENSEE shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event LICENSEE shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by LICENSEE, and the same shall become the property of RAILWAY for RAILWAY to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to LICENSEE therefor; provided, however, in the event RAILWAY elects to remove the Facilities, RAILWAY, in addition to any other legal remedy it may have, shall have the right to recover from LICENSEE all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the termination of this Agreement shall not relieve LICENSEE from LICENSEE's obligations accruing prior to the termination date, and such obligations shall survive any such termination of this Agreement.

18. Interests in Real Property

LICENSEE shall acquire or settle all property, property rights and all damages to property affected by the installation, construction, maintenance, and operation of the Facilities. The cost of said property, property rights and damages to property shall be borne by LICENSEE.

RAILWAY, insofar as it has the legal right so to do, shall permit LICENSEE to enter upon lands owned or operated by RAILWAY to construct and occupy its property with sufficient width to permit construction and maintenance of the Facilities. LICENSEE and RAILWAY shall enter into good faith negotiations for a price to be consistent with the property interest determined by LICENSEE to be needed for the proposed improvement.

However, the price to be paid by LICENSEE to RAILWAY for said conveyances (representing the fair market value thereof plus damages, if any, to the residue) shall be as mutually agreed upon within nine (9) months from the date of occupancy by LICENSEE, and if agreement as to price is reached, an additional period of ninety (90) days shall be allowed for settlement, it being agreed however, that if no agreement as to price is reached within the aforesaid nine (9) month period, LICENSEE will within ninety (90) days thereafter institute an eminent domain proceeding authorized by law for the determination of the value of same. The provisions of this Agreement shall survive the institution of such eminent domain proceeding.

LICENSEE shall furnish the plans and descriptions for any such conveyance. It is understood, however, that the foregoing right of entry is a permissive use only, and this Section is not intended to convey or obligate RAILWAY to convey any interest in its land.

II. SCOPE OF RAILROAD PROJECT, AND MAINTENANCE AND OWNERSHIP OF PROJECT IMPROVEMENTS

1. Scope of Work. The scope of the work by RAILWAY shall include any necessary acquisition of right-of-way, permitting, design, construction, and construction-related activities including, but not limited to, inspection, flagging, and superintendence, within and along RAILWAY property necessary to facilitate LICENSEE's installation, construction, maintenance, operation and removal of the Facilities ("Railroad Project").

2. Construction of the Railroad Project. The RAILWAY shall construct the Railroad Project in accordance with the force account estimate, attached as Exhibit D and herein incorporated by reference, including any future amendments thereto, and all applicable state and federal laws.

(a) All work performed by the RAILWAY related to the Railroad Project and consistent with the force account estimate will be deemed reimbursable project expenses and shall be at no cost to the RAILWAY.

(b) RAILWAY shall accomplish work on the Railroad Project by the following: (i) railroad force account; (ii) existing continuing contracts at reasonable costs; (iii) contracting with the lowest responsible bidder based on appropriate solicitation; or (iv) contract without competitive bidding for minor work at reasonable costs.

3. Maintenance and Ownership of the Railroad Project. Upon completion of the Railroad Project, the RAILWAY shall own and, at its own cost and expense, maintain the Railroad Project improvements until such time as RAILWAY deems such maintenance to no longer be necessary.

4. Construction of the Railroad Project. Execution of this Agreement constitutes LICENSEE's issuance of a notice to proceed to RAILWAY with the Railroad Project ("Notice to Proceed"). RAILWAY shall make commercially reasonable efforts to commence construction on the Railroad Project as soon as possible, in RAILWAY's sole discretion, after the date of availability for RAILWAY to commence its construction activities on the Railroad Project.

5. Reimbursement by LICENSEE.

(a) RAILWAY shall furnish, or cause to be furnished, at the expense of the LICENSEE, all the labor costs, overhead and indirect construction costs, materials and supplies, contracted services, transportation, equipment, and other related costs and items required to perform and complete the Railroad

Project. In addition, RAILWAY shall furnish, at the expense of LICENSEE, the protection of rail traffic occasioned by or made necessary by entry by LICENSEE and/or its contractors or any subcontractor(s) pursuant to this Agreement.

(b) Except as otherwise provided in this Agreement, LICENSEE shall reimburse RAILWAY for the actual cost of the work performed by it, which is estimated to be **Six Hundred Six, Three Hundred Eleven and Zero Cents ($606,311.00)**. It is agreed that progress payments will be made by LICENSEE to the RAILWAY for the total amount of work done as shown on monthly statements. LICENSEE shall pay each RAILWAY statement within forty-five (45) days of receipt. Upon receipt of the final bill, RAILWAY shall be reimbursed in such amounts as are proper and eligible for final payment, and the Railroad Project shall be submitted to LICENSEE for final audit.

(c) Incurred Costs. The reimbursement amounts for all costs billed under this Agreement shall be subject to the applicable Federal principles and based on the full actual costs plus Approved Labor Additives. Design costs incurred by RAILWAY prior to issuance of the Notice to Proceed shall be reimbursed by LICENSEE.

III. GENERAL PROVISIONS

1. Assignment and Successors. This Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective permitted successors and assigns.

2. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, RAILWAY shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by LICENSEE, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or loss profits.

3. Miscellaneous. All exhibits, attachments, riders and addenda referred to in this Agreement are incorporated into this Agreement and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the Premises are located. Each covenant of RAILWAY and LICENSEE under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant.

4. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the contact below except as otherwise provided in this Agreement or unless otherwise specifically advised.

As to LICENSEE:
c/o City of Hattiesburg
200 Forrest Street, P.O. Box 1898
Hattiesburg, Mississippi 34901
Attention: Director of Engineering

As to RAILWAY:
c/o Norfolk Southern Railway Company
Engineering – Design & Construction
650 West Peachtree Street NW – Box 45
Atlanta, Georgia 30308
Attention: Engineer Public Improvements

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

5. Severability. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this contract.

6. No Third Party Beneficiary. This Agreement shall be for the benefit of the parties only, and no person, firm or corporation shall acquire any rights whatsoever by virtue of this Agreement, except LICENSEE and RAILWAY and their successors and assigns.

7. Force Majeure. The parties agree to pursue the completion of the Railroad Project in accordance with the requirements of this Agreement. No party shall be held responsible to the other for delays caused by Force Majeure events, and such delays shall not be deemed a breach or default under this Agreement. In no event shall Force Majeure events excuse LICENSEE from its obligation to make payment to RAILWAY in accordance with this Agreement. Further the parties agree that the resolution or settlement of strikes or other labor disputes shall not be deemed to be within the control or reasonable control of the affected party. If any party is unable to complete work assigned to it due to a condition of Force Majeure or other conditions beyond the reasonable control of said party, then said party will diligently pursue completion of the item that is delayed once said condition or conditions are no longer in effect. For purposes of this Agreement, Force Majeure events are defined as circumstances beyond a party's reasonable control that delay performance and may include, but are not limited to, acts of God, actions or decrees of governmental bodies (beyond control of the parties), acts of the public enemy, labor disputes, fires, insurrections, and floods.

8. Amendment; Entire Agreement. This Agreement may be amended only in writing executed by authorized representatives of the parties hereto. No verbal change, modification, or amendment shall be effective unless in writing and signed by authorized representatives of the parties. The provisions hereof constitute the entire Agreement between the parties and supersede any verbal statement, representations, or warranties, stated or implied.

9. Waiver of Workers Compensation Immunity. In the event that all or a portion of the Premises is location in the State of Ohio, LICENSEE, with respect to the indemnification provisions contained in this Agreement, hereby expressly waives any defense or immunity granted or afforded LICENSEE pursuant to Section 35, Article II of the Ohio Constitution and Section 4123.74 of the Ohio Revised Code. In the event that all or a portion of the Premises is located in the Commonwealth of Pennsylvania, LICENSEE, with respect to the indemnification provisions contained in this Agreement, hereby expressly waives any defense or immunity granted or afforded LICENSEE pursuant to Pennsylvania Workers' Compensation Act, 77 P.S. 481.

10. Independent Contractors. The parties agree that LICENSEE and its agents and/or contractors, shall not be deemed either agents or independent contractors of RAILWAY. Except as otherwise provided by this Agreement, RAILWAY shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by LICENSEE or its contractors. Notwithstanding the foregoing, this paragraph shall in no way affect the absolute authority of RAILWAY to temporarily prohibit LICENSEE, its agents and/or contractors, or persons not associated with LICENSEE from entering RAILWAY property, or to require the removal of any person from RAILWAY property, if RAILWAY determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on, or about the Premises exist.

11. Meaning of "Railway". The word "RAILWAY" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by RAILWAY. Said term also shall include RAILWAY's officers, directors, agents and employees, and any parent company, subsidiary or affiliate of RAILWAY and their respective officers, directors, agents and employees.

12. Approval of Plans. By its review and approval, if any, of the plans marked as Exhibit B, RAILWAY signifies only that the plans and improvements to be constructed in accordance with the plans satisfy the RAILWAY's requirements. RAILWAY expressly disclaims all other representations and warranties in connection with said plans, including, but not limited to, the integrity, suitability or fitness for the purposes of the LICENSEE or any other person(s) of the plans or improvements constructed in accordance with the plans.

ATTACHMENT 1

IN WITNESS WHEREOF, the parties have, through duly authorized representatives, entered into this Agreement effective the day and year first written above.

CITY OF HATTIESBURG, a Mississippi municipality

By: _____
Name: Toby Barker
Title: Mayor
Date: November 8, 2022

CITY OF HATTIESBURG Incorporated 1884 SEAL MISSISSIPPI

NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation

By: _____
Name: Brian Stanley
Title: General Manager
Date: 12/9/2022

NS File: BR1113606

EXHIBIT A

ATTACHMENT 1

PLAN STAGE	DATE PRINTED
☒ FIELD REVIEW	04-14-2022
☒ OFFICE REVIEW	07-06-2022
☒ PS&E	08-12-2022
☐ STREET READY	

HALL AVENUE WEST

PHASE 2 - ROADWAY

FEDERAL AID PROJECT NO. FBLD-8769-00(001)LPA / 108639-802000

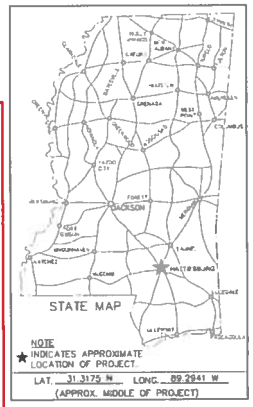
CITY OF HATTIESBURG

FORREST COUNTY

RECEIVED
STV Incorporated
Atlanta, Georgia
September 12,2022
Proj. No. 401993-2542

STV Incorporated
FILE No.: 40199003-2542
☒ CONFORMS
☐ CONFORMS AS NOTED
☐ REVISE AS NOTED AND RESUBMIT
☐ REJECTED, RESUBMIT
☐ REVIEW NOT REQUIRED
BY: CDA & WBM
DATE: 09/12/2022
THIS DOCUMENT HAS BEEN REVIEWED FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT ONLY.
This review does not relieve the contractor or any subcontractor of responsibility for full compliance with contract requirements; for correctness of dimensions, clearances, and material quantities; for proper design of details, for proper fabrication and construction techniques; for proper coordination with other trades, and for providing all devices required for safe and satisfactory construction and operation.

SCALES
PLAN 1 IN. = 20 FT.
PROFILE { HOR. 1 IN. = 20 FT. / VERT. 1 IN. = 5 FT.
LAYOUT 1 IN. = 250 FT.



DESIGN CONTROL
30 MPH = V (SPEED DESIGN)
ADT (2021) = 7000 ADT (2031) = 7600
DHV = 760 D = 50 % T = 2 %

PERMITS
WETLANDS AND WATERS PERMITS (NECESSARY FOR ULTIMATE IMPROVEMENTS ONLY)

	WATERS	WETLANDS
NATIONWIDE #14	☐	☐
NATIONWIDE (OTHER)*	☐	☐
GENERAL*	☐	☐
INDIVIDUAL (404)*	☐	☐

ACQUISITION OF PERMITS FOR TEMPORARY IMPACTS DURING CONSTRUCTION ARE THE RESPONSIBILITY OF THE CONTRACTOR
STORMWATER PERMIT ☒
Y REQUIRED (NOI SUBMITTED BY LPA) DISTURBED AREA = 5 ACRES ±
S REQUIRED: SCHOO TO BE SUBMITTED BY CONTRACTOR (10 ac MI ACRES +)
N NO STORMWATER PERMIT REQUIRED (ACRES)
APPROVED BY _____ DATE _____

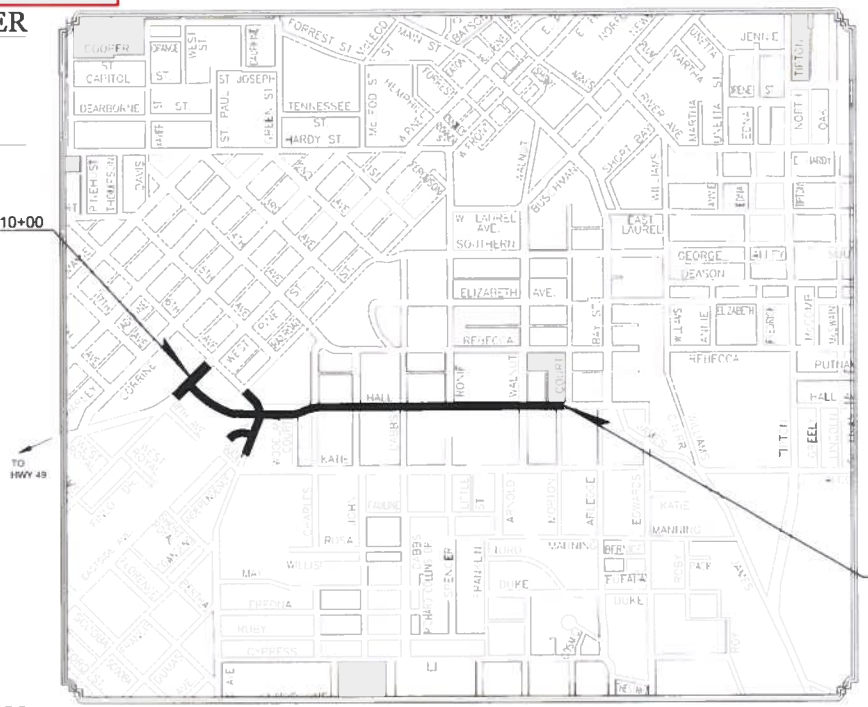
MAYOR
TOBY BARKER

CHIEF ADMINISTRATIVE OFFICER
ANN JONES

ENGINEERING DIRECTOR
LAMAR RUTLAND, P.E.

COUNCIL MEMBERS

JEFFREY GEORGE	WARD 1
DEBORAH D. DELGADO	WARD 2
CARTER CARROLL	WARD 3
DAVE WARE	WARD 4
NICHOLAS BROWN	WARD 5



VICINITY MAP
PROJECT LOCATION

LENGTH DATA

LENGTH OF ROADWAY	4751.25 FT	0.900 MI.
LENGTH OF BRIDGES	615.34 FT	0.117 MI.
LENGTH OF PROJECT (NET)		1.017 MI
LENGTH OF EXCEPTIONS	0.00 FT	0.000 MI
LENGTH OF PROJECT (GROSS)		1.017 MI

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

PREPARED BY :
NEEL-SCHAFFER
Solutions you can build upon

GEOFFREY PAUL CROSBY
STATE OF MISSISSIPPI

DATE : _____

GEOFFREY P. CROSBY, P.E.
MISSISSIPPI LICENSE NO. 19984

EXHIBIT B

ATTACHMENT 1

GENERAL NOTES
RAILROAD

36. "ONE CALL" SERVICES DO NOT LOCATE BURIED RAILROAD SIGNAL AND COMMUNICATIONS LINES. THE CONTRACTOR SHALL CONTACT THE RAILROAD'S REPRESENTATIVE TWO (2) DAYS IN ADVANCE OF THOSE PLACES WHERE EXCAVATION, PILE DRIVING, OR HEAVY LOADS MAY DAMAGE RAILROAD UNDERGROUND LINES ON RAILROAD PROPERTY. UPON REQUEST FROM THE CONTRACTOR OR AGENCY, RAILROAD SIGNAL FORCES WILL LOCATE AND PAINT MARK OR FLAG RAILROAD UNDERGROUND SIGNAL, COMMUNICATION, AND POWER LINES IN THE AREA TO BE DISTURBED FOR THE CONTRACTOR. THE CONTRACTOR SHALL AVOID EXCAVATION OR OTHER DISTURBANCE OF THESE LINES WHICH ARE CRITICAL TO THE SAFETY OF THE RAILROAD AND THE PUBLIC. IF DISTURBANCE OR EXCAVATION IS REQUIRED NEAR A BURIED RAILROAD SIGNAL, COMMUNICATION, OR POWER LINE, THE LINE SHALL BE POTHOLED MANUALLY WITH CAREFUL HAND EXCAVATION BY THE CONTRACTOR AND PROTECTED BY THE CONTRACTOR DURING THE COURSE OF THE DISTURBANCE UNDER THE SUPERVISION AND DIRECTION OF A RAILROAD SIGNAL REPRESENTATIVE.

37. ALL WORK ON, OVER, UNDER, OR ADJACENT TO NORFOLK SOUTHERN RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE NORFOLK SOUTHERN "SPECIAL PROVISIONS FOR THE PROTECTION OF RAILWAY INTERESTS" DATED MARCH 11, 2021" (NS SPECIAL PROVISIONS)." THESE SPECIAL PROVISIONS MAY BE FOUND IN THE CURRENT EDITION OF THE NS "PUBLIC PROJECTS MANUAL" AT THE LINK BELOW: (HTTP://NSCORP.COM/CONTENT/NSCORP/EN/TRANSPORTATION-TERMS/OTHER-REQUIREMENTS/PUBLIC-PROJECT-GUIDELINES.HTML)

38. FINAL GRADES OF THIS PROJECT WILL NOT CHANGE THE QUANTITY OR CHARACTER OF DRAINAGE FLOW IN THE RAILROAD RIGHT-OF-WAY OR IN THE DITCHES AND DRAINAGE STRUCTURES LOCATED THEREIN.

39. CONTRACTOR SHALL PROVIDE THE FLAGMAN A SMALL WORK AREA WITH A DESK/COUNTER AND CHAIR WITHIN THE FIELD/SITE TRAILER, INCLUDING THE USE OF BATHROOM FACILITIES, WHERE THE FLAGMAN CAN CHECK IN/OUT WITH THE PROJECT, AS WELL AS TO THE FLAGMAN'S HOME TERMINAL. THE WORK AREA SHOULD PROVIDE ACCESS TO TWO (2) ELECTRICAL OUTLETS FOR RECHARGING RADIO(S), AND A LAPTOP COMPUTER, AND HAVE THE ABILITY TO PRINT OFF NEEDED DOCUMENTATION AND ORDERS AS NEEDED AT THE FIELD/SITE TRAILER. THIS SHOULD AID IN MAXIMIZING THE FLAGMAN'S TIME AND EFFICIENCY ON THE PROJECT.

40. CONTRACTOR SHALL PROVIDE AS-BUILT DRAWINGS TO NORFOLK SOUTHERN RAILROAD, SHOWING THE ACTUAL CLEARANCES AS CONSTRUCTED. DEPTH, SIZE, AND LOCATION OF ALL FOUNDATION COMPONENTS SHALL BE SHOWN ON THE DRAWINGS.

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			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N-S PROJECT NO.: NS.16214.000	
FILENAME: 16214_Notes.dwg	
SCALE: NO SCALE	
SURVEYED BY:	
DSGN: CPC	DATE: 01/2022
DRWN: JPF	DATE: 01/2022
CHKD: CPC	DATE: 08/2022
QA/QC: MWE	DATE: 08/2022

HALL AVENUE - PHASE 2 - ROADWAY
WEST PINE STREET TO COURT STREET
FEDERAL AID PROJECT NO.
FBLD-8769-00(001)LPA/108639-802000
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

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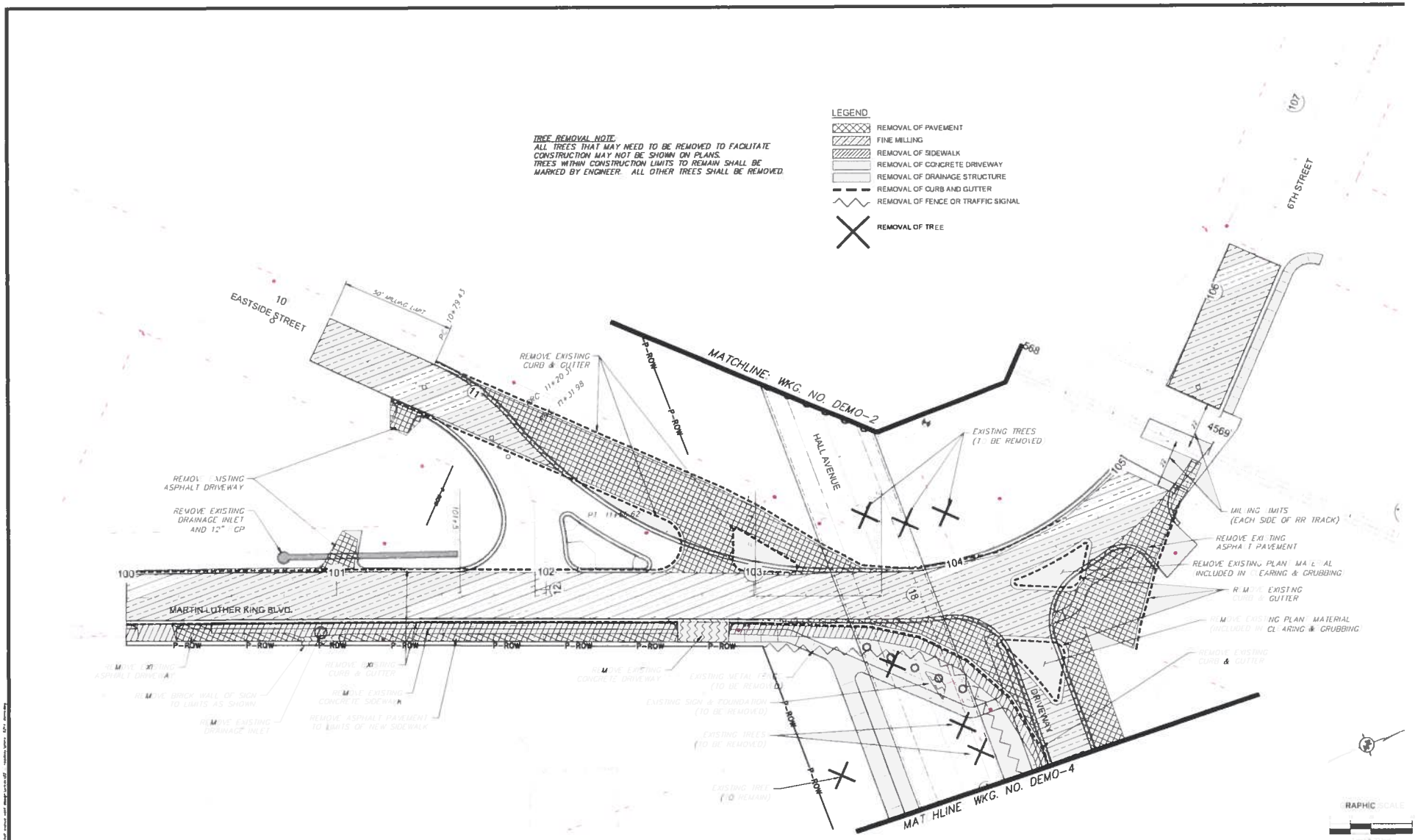
GENERAL NOTES
RAILROAD

WORKING NUMBER	DRAWING NUMBER
GN-2	5

EXHIBIT B



NOTICE TO DRAWING HOLDER

HALL AVENUE - PHASE 2 - ROADWAY
WEST PINE STREET TO COURT STREET
FEDERAL AID PROJECT NO.
FBLD-8769-00(001)LPA/108639-802000
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
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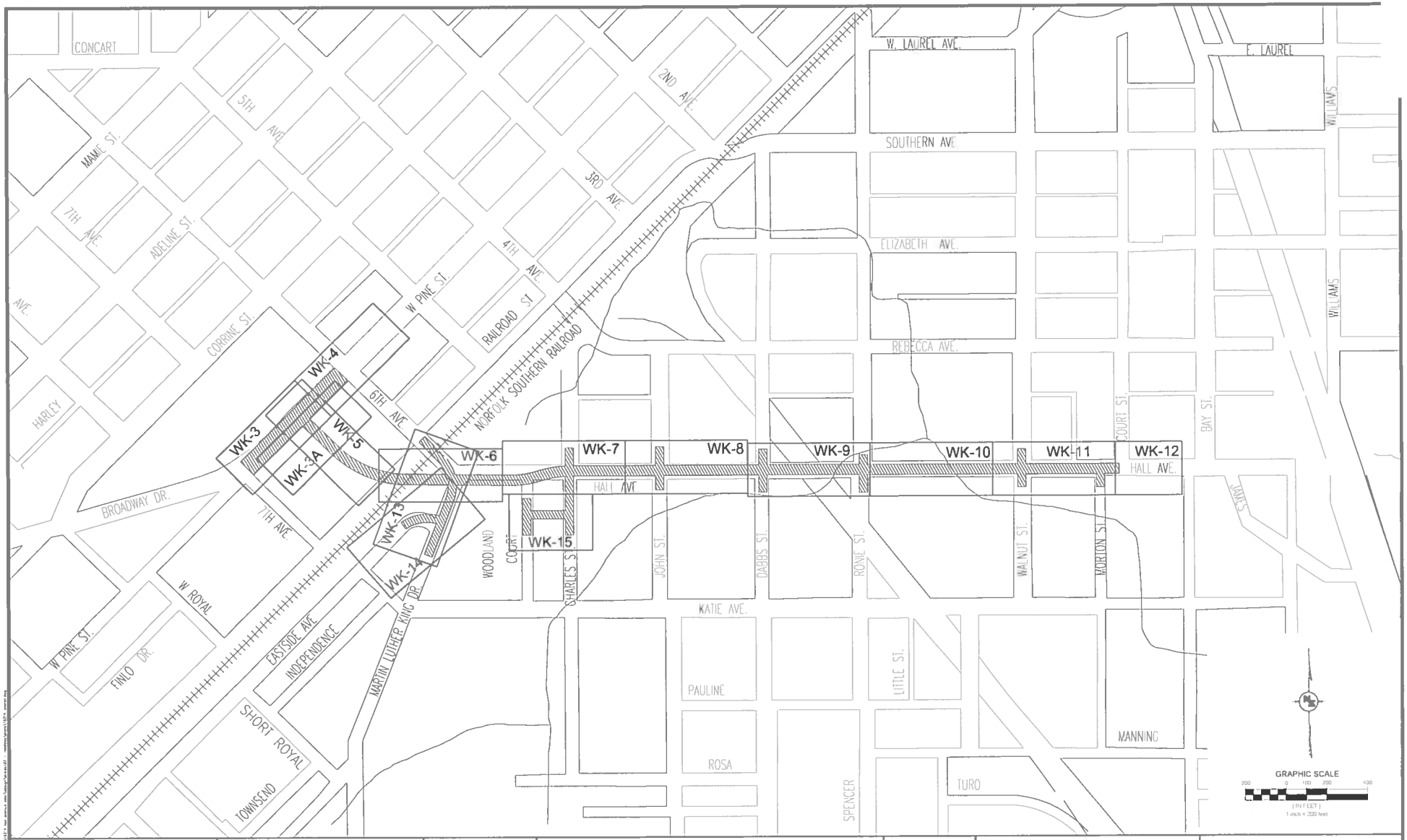
DEMOLITION PLAN
MARTIN LUTHER KING BLVD
STA. 100+00 TO STA. 106+25

DRAWING NUMBER	DRAWING NUMBER
DEMO-3	26

ATTACHMENT 1

EXHIBIT B



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REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N-S PROJECT NO.: NS.16214.000	
FILENAME: 16214_Overall.dwg	
SCALE: 1" = 200'	
SURVEYED BY: CLEARPOINT	
DSGN: GPC	DATE: 01/2022
DRWN: JPF	DATE: 01/2022
CHKD: GPC	DATE: 08/2022
QA/QC: MWE	DATE: 08/2022

HALL AVENUE - PHASE 2 - ROADWAY
WEST PINE STREET TO COURT STREET
FEDERAL AID PROJECT NO.
FBLD-8769-00(001)LPA/108639-802000
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

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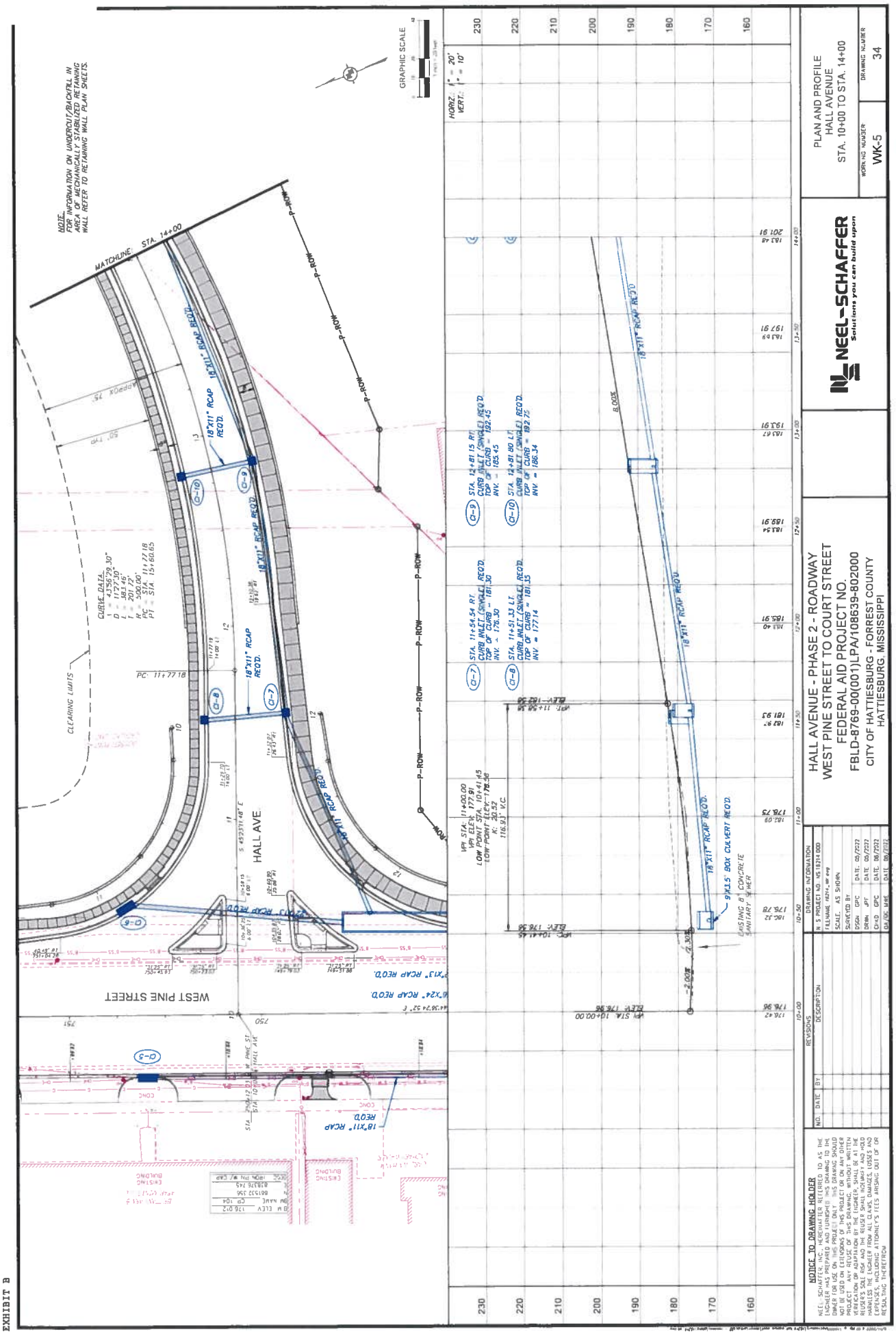
OVERALL SHEET LAYOUT

WORKING NUMBER	DRAWING NUMBER
OSL-1	30

ATTACHMENT 1



ATTACHMENT 1

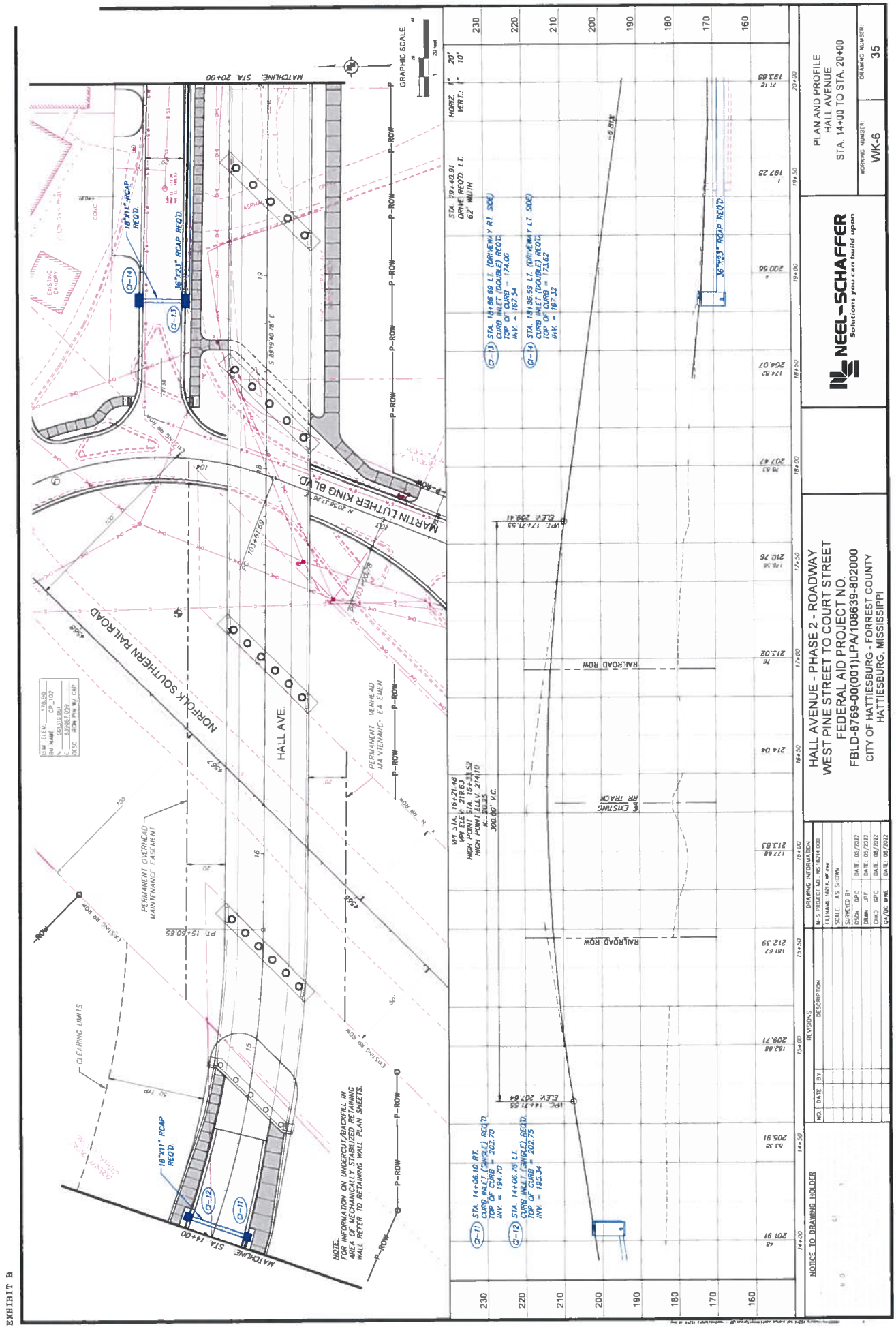


EXHIBIT B

ATTACHMENT 1

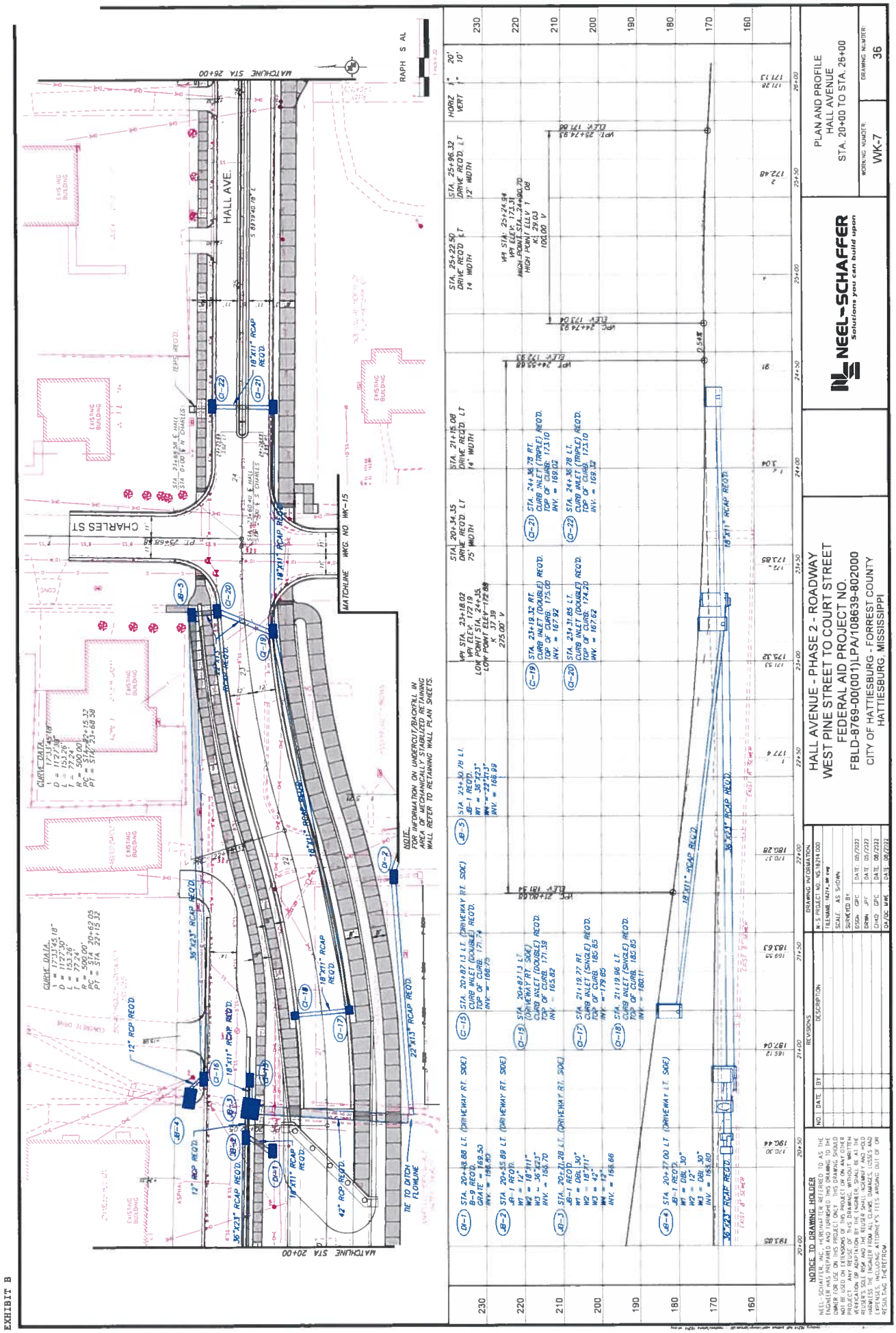
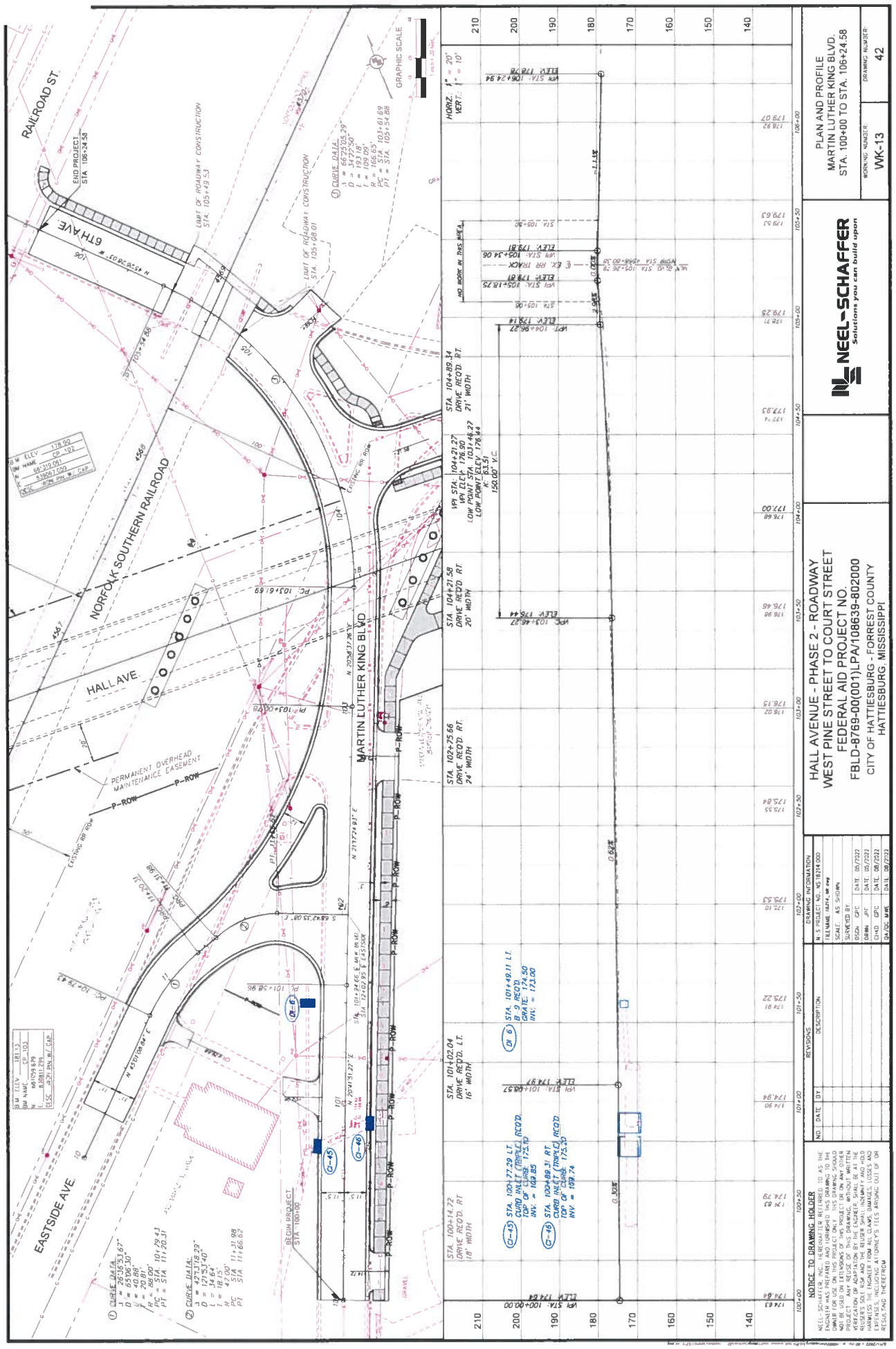


EXHIBIT B

ATTACHMENT 1



ATTACHMENT 1

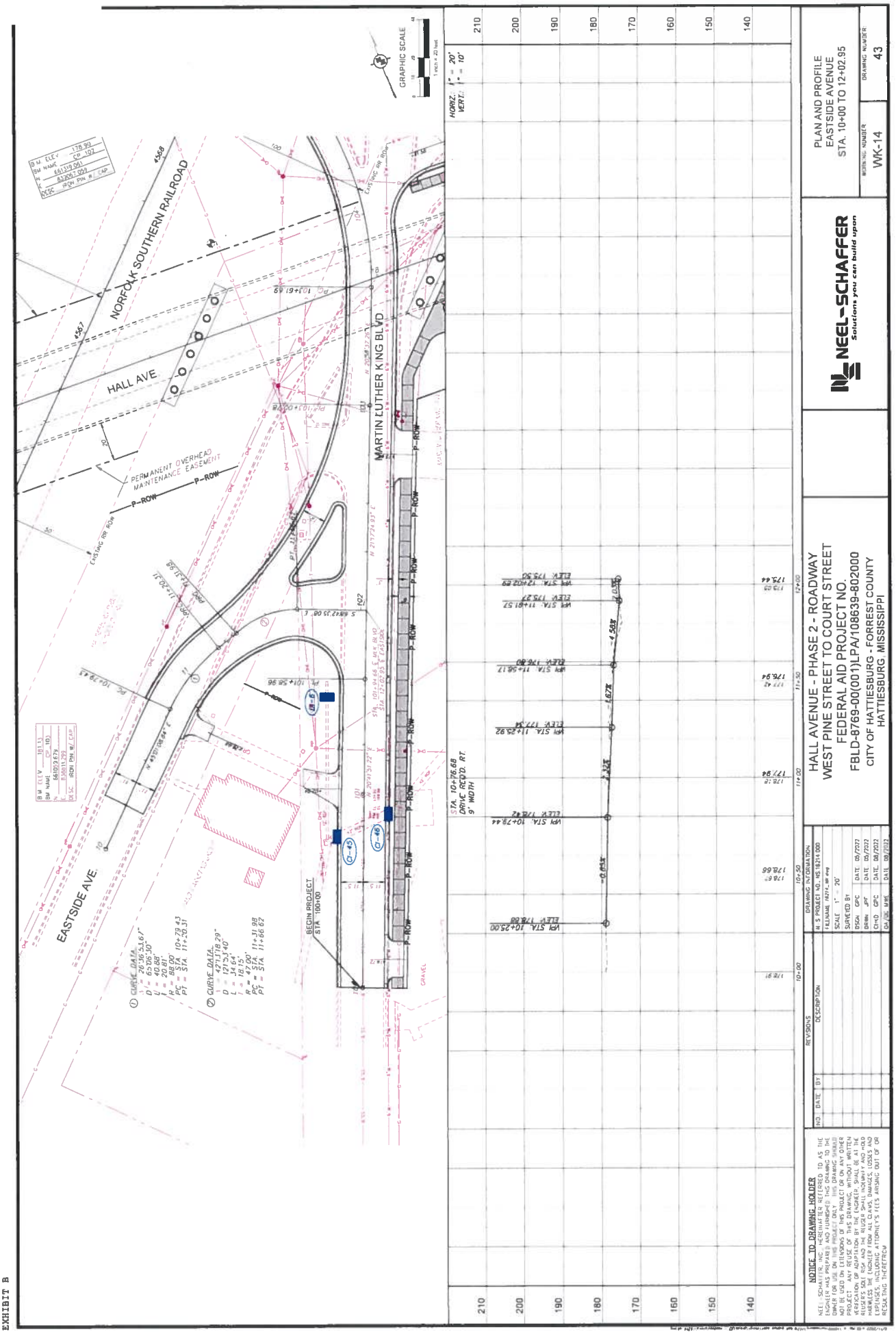
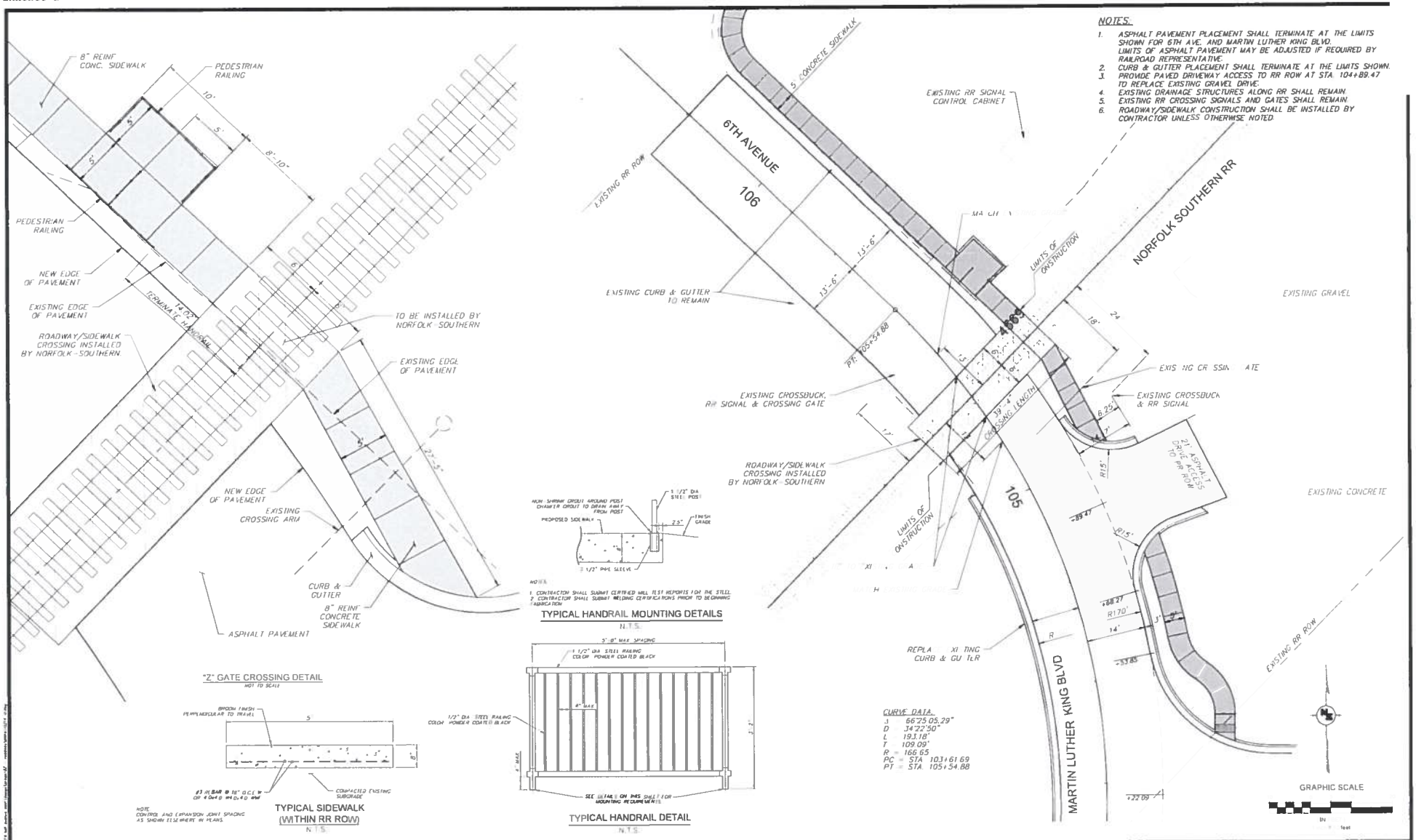


EXHIBIT B



TYPICAL HANDRAIL MOUNTING DETAILS
N.T.S.

TYPICAL HANDRAIL DETAIL
N.T.S.

"Z" GATE CROSSING DETAIL
NOT TO SCALE

TYPICAL SIDEWALK (WITHIN RR ROW)
N.T.S.

NOTICE TO DRAWING HOLDER

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REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N-S PROJECT NO.	NS.18214.000
FILENAME	18214-ID.dwg
SCALE	1" = 10'
SURVEYED BY	CLEARPOINT
DSGN GPC	DATE 05/2022
DRWN JPF	DATE 05/2022
CHKD GPC	DATE 08/2022
QA/QC MMB	DATE 08/2022

HALL AVENUE - PHASE 2 - ROADWAY
WEST PINE STREET TO COURT STREET
FEDERAL AID PROJECT NO.
FBLD-8769-00(001)LPA/108639-802000
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

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INTERSECTION DETAIL
MARTIN LUTHER KING BLVD.
AND 6TH AVENUE
AT NORFOLK SOUTHERN RAILROAD

WORK NO. NUMBER:	DRAWING NUMBER:
ID-9	55

ATTACHMENT 1

E. Norfolk Southern – Special Provisions for Protection of Railway Interests

1. AUTHORITY OF RAILROAD ENGINEER AND SPONSOR ENGINEER:

   Norfolk Southern Railway Company, hereinafter referred to as "Railroad", and their authorized representative shall have final authority in all matters affecting the safe maintenance of railroad traffic including the adequacy of the foundations and structures supporting the railroad tracks. For Public Improvement Projects impacting the Railroad, the Railroad's Public Improvements Engineer, hereinafter referred to as "Railroad Engineer", will serve as the authorized representative of the Railroad.

   The authorized representative of the Project Sponsor ("Sponsor"), hereinafter referred to as the "Sponsor's Engineer", shall have authority over all other matters as prescribed herein and in the Project Specifications.

   The Sponsor's Prime Contractor, hereinafter referred to as "Contractor" shall be responsible for completing any and all work in accordance with the terms prescribed herein and in the Project Specifications. These terms and conditions are subject to change without notice at the sole discretion of the Railroad. The Contractor must request the latest version of these provisions from the Railroad prior to commencing work and must follow the requirements outlined therein.

2. NOTICE OF STARTING WORK:

   A. The Contractor shall not commence any work on Railroad rights-of-way until the Contractor has complied with the following conditions:

      1. Signed and received a fully executed copy of the required Norfolk Southern Contractor Right of Entry Agreement. Contractor Right of Entry Agreements to be submitted via email to the Public Improvements Engineer.

      2. Given the Railroad written notice in electronic format to the Railroad Engineer, with copy to the Sponsor's Engineer who has been designated to be in charge of the work, at least ten days in advance of the date the Contractor proposes to begin work on Railroad rights-of-way.

      3. Obtained written approval from the Railroad of Railroad Protective Liability Insurance coverage as required by paragraph 14 herein. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.

      4. Obtained Railroad Protective Services as required by paragraph 7 herein.

      5. Obtained written authorization from the Railroad to begin work on Railroad's rights-of-way, such authorization to include an outline of specific conditions with which the Contractor must comply. Written Authorization will be issued by the Railroad once all items on the NS Construction Checklist (refer to Appendix J) have been completed.

      6. Furnished a schedule for all work within the Railroad's rights-of-way as required by paragraph 7.B.1.

B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

C. All project-related utility work that is to occur on, over, or under Railroad right-of-way must be coordinated with the Norfolk Southern Pipe and Wire Program. The Contractor must receive approval from the Norfolk Southern Pipe and Wire Program prior to commencing any utility work.

3. INTERFERENCE WITH RAILROAD OPERATIONS:

A. The Contractor shall so arrange and conduct the Contractor's work that there will be no interference with Railroad's operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad or to poles, wires, and other facilities of tenants on the rights-of-way of the Railroad. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires Railroad Protective Services or inspection service shall be deferred by the Contractor until the Railroad Protective Services or inspection service required by the Railroad is available at the job site.

B. Whenever work within Railroad's rights-of-way is of such a nature that impediment to Railroad's operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct the Contractor's operations so that such impediment is reduced to the absolute minimum.

C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in the Railroad Engineer's absence, the Railroad's Division Engineer, such provisions are insufficient, either may require or provide such provisions as the Railroad deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Sponsor.

D. "One Call" Services do not locate buried Norfolk Southern Signals and Communications Lines. The contractor shall contact the Railroad's representative 7 days in advance of work at those places where excavation, pile driving, or heavy loads may damage the Railroad's underground facilities. Upon request from the Contractor or Sponsor, Railroad forces will locate and paint mark or flag the Railroad's underground facilities. The Contractor shall avoid excavation or other disturbances of these facilities. If disturbance or excavation is required near a buried Railroad facility, the contractor shall coordinate with the Railroad to have the facility potholed manually with careful hand excavation. The facility shall be protected by the Contractor during the course of the disturbance under the supervision and direction of the Railroad's representative.

4. TRACK CLEARANCES:

A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. If temporary clearances are not shown on the project plans, the following criteria shall govern the use of falsework and formwork above or adjacent to operated tracks.

1. A minimum vertical clearance of 22'-0" above top of highest rail shall be maintained at all times.

2. A minimum horizontal clearance of 13'-0" from centerline of tangent track or 14'-0" from centerline of curved track shall be maintained at all times. Additional horizontal clearance may be required in special cases to be safe for operating conditions. This additional clearance will be as determined by the Railroad Engineer.

3. All proposed temporary clearances which are less than those listed above must be submitted to Railroad Engineer for approval prior to construction and must also be authorized by the regulatory body of the State if less than the legally prescribed clearances.

4. The temporary clearance requirements noted above shall also apply to all other physical obstructions including, but not limited to: stockpiled materials, parked equipment, placement or driving of piles, and bracing or other construction supports.

B. Before undertaking any work within Railroad right-of-way, and before placing any obstruction over any track, the Contractor shall:

1. Notify the Railroad's representative at least 72 hours in advance of the work.

2. Receive assurance from the Railroad's representative that arrangements have been made for Railroad Protective Services as may be necessary.

3. Receive permission from the Railroad's representative to proceed with the work.

4. Ascertain that the Sponsor's Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.

5. CONSTRUCTION PROCEDURES:

A. General:

1. Construction work and operations by the Contractor on Railroad property shall be:

a. Subject to the inspection and approval of the Railroad Engineer or their designated Construction Engineering Representative.

b. In accordance with the Railroad's written outline of specific conditions.

c. In accordance with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.

d. In accordance with these Special Provisions.

2. Submittal Requirements

a. The Contractor shall submit all construction related correspondence and submittals electronically to the Railroad Engineer.

b. The contractor should anticipate a minimum of 45 days for NS and their GEC to complete the review of all construction submittals. Time frames for reviews can vary significantly depending on the complexity of the project and the quality of submittals. Submittals requiring input from other departments may require additional time.

c. All work in the vicinity of the Railroad's property that has the potential to affect the Railroad's train operations or disturb the Railroad's Property must be submitted and approved by the Railroad prior to work being performed.

d. All submittals and calculations must be signed and sealed by a registered engineer licensed in the state of the project work.

e. All submittals shall first be approved by the Sponsor's Engineer prior to submission to the Railroad Engineer for review. Submittals are reviewed by the Railroad for impacts to Railroad operations only; therefore, approval from the Railroad Engineer shall not relieve the Contractor from liability.

f. For all construction projects, the following submittals, but not limited to those listed below, shall be provided for review and approval when applicable:

(1) General Means and Methods
(2) Ballast Protection
(3) Construction Excavation & Shoring
(4) Pipe, Culvert, & Tunnel Installations
(5) Demolition Procedure
(6) Erection & Hoisting Procedure
(7) Debris Shielding or Containment
(8) Blasting
(9) Formwork for the bridge deck, diaphragms, overhang brackets, and protective platforms
(10) Bent Cap Falsework. A lift plan will be required if the contractor want to move the falsework over the tracks.

g. For Undergrade Bridges (Bridges carrying the Railroad) the following submittals in addition to those listed above shall be provided for review and approval:

(1) Girder Shop Drawings including welding/fabrication procedures
(2) Bearing Shop Drawings and Material Certifications
(3) Shop Drawings for drainage, handrails/fencing, and expansion dams
(4) Concrete Mix Design
(5) Structural Steel, Rebar, and/or Strand Certifications
(6) 28-day Cylinder Test for Concrete Strength
(7) Waterproofing Material Certification
(8) Dampproofing materials
(9) Test Reports for all steel
(10) Foundation Construction Reports

Other submittals may be required upon request from the Railroad. Fabrication may not begin until the Railroad has approved the required shop drawings.

h. The Contractor shall include in all submissions a detailed narrative indicating the progression of work with the anticipated timeframe to complete each task. Work will not be permitted to commence until the Contractor has provided the Railroad with a satisfactory plan that the project will be undertaken without scheduling, performance, or safety related issues. Submissions shall also provide: a listing of the anticipated equipment to be used, plan and profile views showing the location of all equipment to be used relative to the track centerline(s) shown, and a contingency plan of action covering the event that a primary piece of equipment malfunctions.

B. Ballast Protection

1. The Contractor shall submit the proposed ballast protection system detailing the specific filter fabric and anchorage system to be used during all construction activities.

2. The ballast protection is to extend 25' beyond the proposed limit of work, be installed at the start of the project and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.

C. Excavation:

1. The subgrade of an operated track shall be maintained with edge of berm at least 10'-0" from centerline of track and not more than 24-inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case the existing section will be maintained.

2. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.

D. Excavation for Structures and Shoring Protection:

1. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material.

2. The use of shoring systems utilizing tiebacks shall not be permitted without written approval from the Railroad Engineer.

3. Shoring systems utilizing trench boxes shall not be permitted within the Theoretical Railroad Embankment (Zones 1, 2, or 3) as shown on NS Typical Drawing No. 4 – Shoring Requirements without written approval from the Railroad Engineer.

4. All plans and calculations for shoring shall be prepared, signed, and sealed by a Registered Professional Engineer licensed in the state of the proposed project, in accordance with Norfolk Southern's Overhead Grade Separation Design Criteria, subsection H.1.6 - Construction Excavation (Refer to Norfolk Southern Public Improvement Projects Manual Appendix H). The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions.

5. The Contractor shall provide a detailed installation and removal plan of the shoring components. Any component that will be installed via the use of a crane or any other lifting device shall be subject to the guidelines outlined in section 5.G of these provisions.

6. The Contractor shall be required to survey the track(s) and Railroad embankment and provide a cross section of the proposed excavation in relation to the tracks.

7. Calculations for the proposed shoring should include deflection calculations. The maximum deflection for excavations within 18'-0" of the centerline of the nearest track shall be 3/8". For all other cases, the max deflection shall not exceed ½".

8. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.

9. The front face of shoring located closest to the NS track for all shoring setups located in Zone 2 (shown on NS Typical Drawing No. 4 – Shoring Requirements in Appendix I) shall remain in place and be cut off 2'-0" below the final ground elevation. The remaining shoring in Zone 2 and all shoring in Zone 1 may be removed and all voids must be backfilled with flowable fill.

E. Pipe, Culvert, & Tunnel Installations

1. Pipe, Culvert, & Tunnel Installations shall be in accordance with the appropriate Norfolk Southern Design Specification as noted below:

   a. For Open Cut Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.6.
   b. For Jack and Bore Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.7.
   c. For Tunneling Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.8.

2. The installation methods provided are for pipes carrying storm water or open flow run-off. All other closed pipeline systems shall be installed in accordance Norfolk Southern's Pipe and Wire Program and the NSCE-8.

F. Demolition Procedures

1. General

   a. Demolition plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.

   b. Railroad tracks and other Railroad property must be protected from damage during the procedure.

c. A pre-demolition meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the demolition procedure.

d. The Railroad Engineer or the Railroad Engineer's designated representative must be present at the site during the entire demolition procedure period.

e. Demolition of existing bridge decks in spans over the Railroad shall be performed in a controlled manner (i.e. saw-cutting). No impact equipment (track-mounted hoe-ram, jackhammers, etc.) may be used over the Railroad without approval by the Railroad Engineer.

f. Existing, obsolete, bridge piers shall be removed to a sufficient depth below grade to enable restoration of the existing/proposed track ditch, but in no case less than 2'-0" below final grade.

2. Submittal Requirements

a. In addition to the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:

(1) A plan showing the location of cranes, horizontally and vertically, with proposed boom lengths, operating radii, counterweights, and delivery or disposal locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.

(2) Rating sheets showing that cranes or lifting devices are adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.

(3) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing structure showing complete and sufficient details with supporting data for the demolition of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.

(4) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the object being hoisted. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The

position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.

(5) A complete demolition procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.

(6) Design and supporting calculations for the temporary support of components, including but not limited to the stability of the superstructure during the temporary condition, temporary girder tie-downs and falsework.

3. Overhead Demolition Debris Shield

   a. The demolition debris shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the superstructure over the track area to catch all falling debris.

   b. The demolition debris shield shall provide a minimum vertical clearance as specified in Section 4.A.1 of these provisions or maintain the existing vertical clearance if the existing clearance is less than that specified in Section 4.A.1.

   c. The Contractor shall include the demolition debris shield installation/removal means and methods as part of the proposed Demolition procedure submission.

   d. The Contractor shall submit the demolition debris shield design and supporting calculations for approval by the Railroad Engineer.

   e. The demolition debris shield shall have a minimum design load of 50 pounds per square foot plus the weight of the equipment, debris, personnel, and other loads to be carried.

   f. The Contractor shall include the proposed bridge deck removal procedure in its demolition means and methods and shall verify that the size and quantity of the demolition debris generated by the procedure does not exceed the shield design loads.

   g. The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Railroad Engineer.

4. Vertical Demolition Debris Shield

   a. A vertical demolition debris shield may be required for substructure removals in close proximity to the Railroad's track and other facilities, as determined by the Railroad Engineer.

G. Erection & Hoisting Procedures

1. General

a. Erection plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.

b. Neither crane handoffs nor "walking" of cranes with suspended load will be permitted for erection on or over Railroad right-of-way.

c. Railroad tracks and other Railroad property must be protected from damage during the erection procedure.

d. A pre-erection meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the erection procedure.

e. The Railroad Engineer or the Railroad Engineer's designated representative must be present at the site during the entire erection procedure period.

f. For field splices located over Railroad property, a minimum of 50% of the holes for each connection shall be filled with bolts or pins prior to releasing the crane. A minimum of 50% of the holes filled shall be filled with bolts. All bolts must be appropriately tightened. Any changes to previously approved field splice locations must be submitted to the Railroad for review and approval. Refer to Norfolk Southern's Overhead Grade Separation Design Criteria for additional splice details (Norfolk Southern Public Improvement Projects Manual Appendix H.1, Section 4.A.3.).

2. Submittal Requirements

a. In addition to the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:

(1) As-built beam seat elevations - All as-built bridge seats and top of rail elevations shall be furnished to the Railroad Engineer for review and verification at least 30 days in advance of the erection, to ensure that minimum vertical clearances as approved in the plans will be achieved.

(2) A plan showing the location of cranes, horizontally and vertically, with proposed boom lengths, operating radii, counterweights, and delivery or staging locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.

(3) Rating sheets showing that cranes or lifting devices are adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane,

counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.

(4) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the proposed structure showing complete and sufficient details with supporting data for the erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.

(5) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the object being hoisted. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.

(6) A complete erection procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.

(7) Design and supporting calculations for the temporary support of components, including but not limited to temporary girder tie-downs and falsework.

H. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Sponsor Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:

   a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.

   b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way radios.

   c. No blasting shall be done without the presence of the Railroad Engineer or the Railroad Engineer's authorized representative. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph 2.B) will be required to arrange for the presence of an authorized Railroad representative and such Railroad Protective Services as the Railroad may require.

d. Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at the Contractor's expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railway's authorized representative. If the Contractor's actions result in delay of trains, the Contractor shall bear the entire cost thereof.

e. The blasting Contractor shall have a copy of the approved blasting plan on hand while on the site.

f. Explosive materials or loaded holes shall not be left unattended at the blast site.

g. A seismograph shall be placed on the track shoulder adjacent to each blast which will govern the peak particle velocity of two inches per second. Measurement shall also be taken on the ground adjacent to structures as designated by a qualified and independent blasting consultant. The Railroad reserves the option to direct the placement of additional seismographs at structures or other locations of concern, without regard to scaled distance.

h. After each blast, the blasting Contractor shall provide a copy of their drill log and blast report, which includes number of holes, depth of holes, number of decks, type and pounds of explosives used per deck.

i. The Railroad may require top of rail elevations and track centers taken before, during and after the blasting and excavation operation to check for any track misalignment resulting from the Contractor's activities.

2. The Railroad representative will:

   a. Determine approximate location of trains and advise the Contractor the appropriate amount of time available for the blasting operation and clean up.

   b. Have the authority to order discontinuance of blasting if, in the Railroad representative's opinion, blasting is too hazardous or is not in accord with these special provisions.

3. The Contractor must hire, at no expense to the Railroad, a qualified and independent blasting consultant to oversee the use of explosives. The blasting consultant will:

   a. Review the Contractor's proposed drilling and loading patterns, and with the blasting consultant's personnel and instruments, monitor the blasting operations.

   b. Confirm that the minimum amounts of explosives are used to remove the rock.

   c. Be empowered to intercede if the blasting consultant concludes that the Contractor's blasting operations are endangering the Railway.

   d. Submit a letter acknowledging that the blasting consultant has been engaged to oversee the entire blasting operation and that the blasting consultant approves of the blasting plan.

e. Furnish copies of all vibration readings to the Railroad representative immediately after each blast. The representative will sign and date the seismograph tapes after each shot to verify the readings are for that specific shot.

f. Advise the Railroad representative as to the safety of the operation and notify him of any modifications to the blasting operation as the work progresses.

4. The request for permission to use explosives on the Railroad's Right-of-Way shall include a blasting proposal providing the following details:

a. A drawing which shows the proposed blasting area, location of nearest hole and distance to Railway structures, all with reference to the centerline of track.

b. Hole diameter.

c. Hole spacing and pattern.

d. Maximum depth of hole.

e. Maximum number of decks per hole.

f. Maximum pounds of explosives per hole.

g. Maximum pounds of explosives per delay.

h. Maximum number of holes per detonation.

i. Type of detonator and explosives to be used. (Electronic detonating devices will not be permitted). Diameter of explosives if different from hole diameter.

j. Approximate dates and time of day when the explosives are to be detonated.

k. Type of flyrock protection.

l. Type and patterns of audible warning and all clear signals to be used before and after each blast.

m. A copy of the blasting license and qualifications of the person directly in charge of the blasting operation, including their name, address, and telephone number.

n. A copy of the Authority's permit granting permission to blast on the site.

o. A letter from the blasting consultant acknowledging that the blasting consultant has been engaged to oversee the entire blasting operation and that the blasting consultant approves of the blasting plan.

p. In addition to the insurance requirements outlined in Paragraph 14 of these Provisions, A certificate of insurance from the Contractor's insurer stating the amount of coverage for XCU (Explosive Collapse and Underground Hazard) insurance and that XCU Insurance is in force for this project.

q. A copy of the borings and Geotechnical information or report.

I. Track Monitoring

1. At the direction of the Railroad Engineer, any activity that has the potential to disturb the Railroad track structure may require the Contractor to submit a detailed track monitoring program for approval by the Railroad Engineer.

2. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. Railroad reserves the right to modify the survey locations and monitoring frequency as necessary during the project.

3. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Railroad Engineer for analysis.

4. If any movement has occurred as determined by the Railroad Engineer, the Railroad will be immediately notified. Railroad, at its sole discretion, shall have the right to immediately require all Contractor operations to be ceased and determine what corrective action is required. Any corrective action required by the Railroad or performed by the Railroad including the monitoring of corrective action of the Contractor will be at project expense.

J. Maintenance of Railroad Facilities:

1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.

2. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches, or other drainage facilities shall be installed to maintain adequate drainage, as approved by the Railroad Engineer. Upon completion of the work, the temporary facilities shall be removed, and the permanent facilities restored.

3. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

K. Storage of Materials and Equipment:

1. Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.

2. All grading or construction machinery that is left parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save the Railroad, and any

associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim, or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

L. Cleanup:

1. Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat condition satisfactory to the Railroad Engineer or the Railroad Engineer's authorized representative.

6. DAMAGES:

A. The Contractor shall assume all liability for any and all damages to the Contractor's work, employees, servants, equipment, and materials caused by Railroad traffic.

B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

7. RAILROAD PROTECTIVE SERVICES:

A. Requirements:

1. Railroad Protective Services will not be provided until the Contractor's insurance has been reviewed and approved by the Railroad.

2. Under the terms of the agreement between the Sponsor and the Railroad, the Railroad has sole authority to determine the need for Railroad Protective Services required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are, or are likely to be, working on the Railroad's right-of-way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a Railroad structure or the Railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by Railroad Protective Services.

3. Normally, the Railroad will assign one Railroad Protective Services personnel to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) Railroad Protective Services personnel may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, Railroad Protective Services personnel may be required full time until the project has been completed.

4. For Projects exceeding 30 days of construction, Contractor shall provide the Railroad Protective Services personnel a small work area with a desk/counter and chair within the field/site trailer, including the use of bathroom facilities, where the Railroad Protective Services personnel can check in/out with the Project, as well as to the Railroad Protective Services personnel's home terminal. The work area should provide access to two (2) electrical outlets for recharging radio(s), and a laptop computer; and

have the ability to print off needed documentation and orders as needed at the field/site trailer. This should aid in maximizing the Railroad Protective Services personnel's time and efficiency on the Project.

B. Scheduling and Notification:

1. The Contractor's work requiring Railroad Protective Services should be scheduled to limit the presence of such personnel at the site. Railroad approval will be required for any Railroad Protective Services requests in excess of 40 hours per week, and in such cases, should be limited to a maximum of 50 hours per week.

2. Not later than the time that approval is initially requested to begin work on Railroad right-of-way, the Contractor shall furnish to the Railroad and the Sponsor a schedule for all work required to complete the portion of the project within Railroad right-of-way and arrange for a job site meeting between the Contractor, the Sponsor, and the Railroad's authorized representative. The Railroad Protective Services personnel may not be provided until the job site meeting has been conducted and the Contractor's work has been scheduled.

3. The Contractor will be required to give the Railroad representative at least 10 working days of advance written notice of the intent to begin work within Railroad right-of-way in accordance with this special provision, and must receive written or verbal confirmation of this request from the Railroad representative. Once begun, when such work is then suspended at any time, or for any reason, the Contractor will be required to give the Railroad representative at least 10 working days of advance notice before resuming work on Railroad right-of-way. Such notices shall include sufficient details of the proposed work to enable the Railroad representative to determine if Railroad Protective Services will be required. If such notice is in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally, it shall be confirmed in writing with copy to the Engineer. If Railroad Protective Services are required, no work shall be undertaken until the Railroad Protective Services personnel is present at the job site. It may take 30 days or longer to obtain Railroad Protective Services initially from the Railroad. When Railroad Protective Services begin, the Railroad Protective Services personnel is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If Railroad Protective Services become unnecessary and are suspended, it may take 30 days or longer to again obtain Railroad Protective Services from the Railroad. Due to Railroad labor agreements, it is necessary to give 5 working days notice before Railroad Protective Service may be discontinued and responsibility for payment stopped.

4. If, after the Railroad Protective Services personnel is assigned to the project site, an emergency arises that requires the personnel's presence elsewhere, then the Contractor shall delay work on Railroad right-of-way until such time as the personnel is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Sponsor or Railroad.

C. Payment:

1. The Sponsor will be responsible for paying the Railroad directly for any and all costs of Railroad Protective Services which may be required to accomplish the construction.

2. The estimated cost of Railroad Protective Services is the current rate per day based on a 12-hour workday. This cost includes the base pay for the Railroad Protective Services personnel, overhead, and includes a per diem charge for travel expenses, meals, and lodging. The charge to the Sponsor by the Railroad will be the actual cost based on the rate of pay for the personnel who is available Railroad Protective Services at the time the service is required.

3. Work by Railroad Protective Services in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1 and 1/2 times the appropriate rate. Work by Railroad Protective Services in excess of 12 hours per day will result in overtime at 2 times the appropriate rate. If work is performed on a holiday, the Railroad Protective Services rate is 2 and 1/2 times the normal rate.

4. Railroad work involved in preparing and handling bills will also be charged to the Sponsor. Charges to the Sponsor by the Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Railroad Protective Services costs are subject to change. The above estimates of Railroad Protective Services costs are provided for information only and are not binding in any way.

D. Verification:

1. The Railroad's Protective Services personnel will electronically enter Railroad Protective Services time via the Railroad's electronic billing system. Any complaints concerning Railroad Protective Services must be resolved in a timely manner. If the need for Railroad Protective Services is questioned, please contact the Railroad Engineer. All verbal complaints will be confirmed in writing by the Contractor within 5 working days with a copy to the Sponsor's Engineer. Address all written correspondence electronically to the Railroad Engineer.

2. The Railroad Protective Services personnel assigned to the project will be responsible for notifying the Sponsor's Representative upon arrival at the job site on the first day (or as soon thereafter as possible) that Railroad Protective Services begin and on the last day that the Railroad Protective Services personnel performs such services for each separate period that services are provided. The Sponsor's Representative will document such notification in the project records. When requested, the Sponsor's Representative will also sign the Railroad Protective Services personnel's document(s) showing daily time spent and activity at the project site.

8. HAUL ACROSS RAILROAD TRACK:

A. Where the plans show or imply that materials of any nature must be hauled across the Railroad's track, unless the plans clearly show that the Sponsor has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad's track. The Contractor or Sponsor will be required to bear all costs incidental to such crossings whether services are performed by the Contractor's own forces or by Railroad personnel.

B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad unless specific authority for its installation, maintenance,

necessary watching and Railroad Protective Services thereof and removal, until a temporary private crossing agreement has been executed between the Contractor and Railroad. The approval process for an agreement normally takes 90 days.

9. WORK FOR THE BENEFIT OF THE CONTRACTOR:

   A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Sponsor and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Sponsor and/or the Railroad.

   B. Should the Contractor desire any changes in addition to the above, then the Contractor shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

10. COOPERATION AND DELAYS:

   A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging the Contractor's schedule, the Contractor shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.

   B. No charge or claim of the Contractor against either the Sponsor or the Railroad will be allowed for hindrance or delay on account of railroad traffic; any work done by the Railroad or other delay incident to or necessary for safe maintenance of railroad traffic or for any delays due to compliance with these special provisions.

11. TRAINMAN'S WALKWAYS:

   A. Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railroad's Protective Service is provided shall be removed before the close of each workday. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed and must conform to AREMA and/or FRA standards.

12. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:

   A. The Contractor and/or the Sponsor's personnel authorized to perform work on the Railroad's property as specified in Section 2 above are not required to complete Norfolk Southern Roadway Worker Protection Training; However, the Contractor and the Sponsor's personnel must be familiar with Norfolk Southern's standard operating rules and guidelines, should conduct themselves accordingly, and may be removed from the property for failure to follow these guidelines.

   B. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Wearing of safety boots and reflective vests are required.

C. No one is allowed within 25' of the centerline of track without specific authorization from the Railroad.

D. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.

E. No one is allowed to cross tracks without specific authorization from the Railroad.

F. All welders and cutting torches working within 25' of track must stop when train is passing.

G. No steel tape or chain will be allowed to cross or touch rails without permission from the Railroad.

13. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHT-OF-WAY:

A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from Railroad official and Railroad Protective Services personnel.

B. No crane or boom equipment will be allowed to foul track or lift a load over the track without Railroad Protective Services personnel authorized to obtain track time.

C. All employees will stay with their machines when crane or boom equipment is pointed toward track.

D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).

E. Swinging loads must be secured to prevent movement while train is passing.

F. No loads will be suspended above a moving train.

G. No equipment will be allowed within 25' of centerline of track without specific authorization of the Railroad official and Railroad Protective Services personnel.

H. Trucks, tractors, or any equipment will not touch ballast line without specific permission from Railroad official and Railroad Protective Services personnel. At the beginning of each project that involves the Contractor working within 25' of the centerline of any track, orange construction fencing must be established. Orange construction fencing shall be established in accordance with the minimum temporary horizontal clearances contained in Section 4.A.2 and shall be maintained for the duration of construction.

I. No equipment or load movement is permitted within 25' or above a standing train or Railroad equipment without specific authorization of the Railroad Protective Services personnel.

J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the Railroad Protective Services personnel if said personnel views the operation to be dangerous to the passing train.

K. All equipment, loads and cables are prohibited from touching rails.

L. While clearing and grubbing, no vegetation will be removed from Railroad embankment with heavy equipment without specific permission from the Railroad Engineer and Railroad Protective Services personnel.

M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.

N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.

O. All cranes and boom equipment will be turned away from track after each workday or whenever unattended by an operator.

P. Prior to performing any crane operations, the Contractor shall establish a single point of contact for the Railroad Protective Services personnel to remain in communication with at all times. Person must also be in direct contact with the individual(s) directing the crane operation(s).

14. INSURANCE:

A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:

1. A Commercial General Liability ("CGL") policy containing products and completed operations, bodily injury, property damage, and contractual liability coverage, with a combined single limit of not less than $5,000,000 for each occurrence with a general aggregate limit of not less than $5,000,000. Any portion of this requirement may be satisfied by a combination of General Liability and/or Excess/Umbrella Liability Coverage. The CGL policy shall provide additional insured coverage equivalent to at least as broad as ISO CG 20 10 11/85.

2. Automobile Liability Insurance with a current ISO occurrence form policy (or equivalent) and apply on an "any auto" (Symbol 1) basis, including coverage for all vehicles used in connection with the Work or Services on the leased property, providing annual limits of at least $1,000,000 per occurrence for bodily injury and property damage combined including uninsured and underinsured motorist coverage, medical payment protection, and loading and unloading. This policy shall be endorsed to include Transportation Pollution Liability Broadened Coverage ISO CA 99 48 03 06 or MCS-90 if vehicles are subject to Federal jurisdiction. If this coverage is on a claims-made form, the Retro Active Date must be prior to the date of this Agreement and the policy endorsement must be maintained for not less than seven (7) years.

3. Workers' Compensation Insurance to meet fully the requirement of any compensation act, plan, or legislative enactment applicable in connection with the death, disability or injury of Licensee's officers, agents, servants, or employees arising directly or indirectly out of the performance of the work.

4. Employers' Liability Insurance with limits of not less than $1,000,000 each accident, $1,000,000 policy limit for disease, and $1,000,000 each employee for disease.

5. All insurance required in Section 14.A (excluding any Workers' Compensation policy) shall name Norfolk Southern Railway and its parent, subsidiary, and affiliated companies as additional insureds with an appropriate endorsement to each policy.

6. All policies secured by Contractor, whether primary, excess, umbrella or otherwise, and providing coverage to the Railway as an additional insured (i) are intended to take priority in responding and to pay before any insurance policies Railway may have secured for itself must respond or pay and (ii) may not seek contribution from any policies the Railway may have secured for itself.

7. No cross-liability exclusions are permitted that would apply to the additional insureds, and there may not be any restrictions in any policy that limits coverage for a claim brought by an additional insured against a named insured.

8. To the fullest extent permitted by law, all insurance furnished by Contractor in compliance with Section 14.A shall include a waiver of subrogation in favor of Railway with an appropriate endorsement to each policy.

9. All policies required in Section 14.A shall not be subject to cancellation, termination, modification, changed, or non-renewed except upon thirty (30) days' prior written notice to the additional insureds.

10. The insurance coverages maintained by Contractor shall not limit any indemnity obligations or other liabilities. The insurance available to Norfolk Southern Railway and its parent, subsidiary and affiliated companies as additional insureds shall not be limited by these requirements should Licensee maintain higher coverage limits.

11. Any deductibles or retentions in excess of $50,000 maintained on any insurance required in 14.A shall be disclosed and approved by Norfolk Southern Railway with a request made for approval to NSRISK3@nscorp.com.

12. Anyone subcontractor providing work on this project must extend CG 20 38 (or broader coverage) additional Insured endorsement to provide coverage for up stream parties.

13. Contractor shall require all subcontractors who are not covered by the insurance carried by Contractor to obtain commercially reasonable insurance coverage, but not less than the requirements of 14.A.

B. In addition to the insurances required in Section 14.A, the Contractor shall also procure on behalf of the Railroad for the entirety of the project:

1. Railroad Protective Liability (RPL) Insurance having a combined single limit of not less than $5,000,000 each occurrence and $10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

   The standards for the Railroad Protective Liability Insurance are as follows:

   a. The insurer must be rated A- or better by A.M. Best Company, Inc.

b. The policy must be written using one of the following combinations of Insurance Services Office ("ISO") RPL Insurance Form Numbers:
   (1) CG 00 35 01 96 and CG 28 31 10 93; or
   (2) CG 00 35 07 98 and CG 28 31 07 98; or
   (3) CG 00 35 10 01; or
   (4) CG 00 35 12 04; or
   (5) CG 00 35 12 07; or
   (6) CG 00 35 04 13.

c. The named insured shall read:

   Norfolk Southern Corporation and its subsidiaries and affiliates
   650 West Peachtree Street NW – Box 46
   Atlanta, GA 30308
   Attn: Risk Manager

   (NOTE: Railroad does not share coverage on RPL with any other entity on this policy)

d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Sponsor project and contract identification numbers.

e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number. **NOTE: Do not include any references to milepost, valuation station, or mile marker on the insurance policy.**

f. The name and address of the prime Contractor must appear on the Declarations.

g. The name and address of the Sponsor must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."

h. Endorsements/forms that are **required** are:

   (1) Physical Damage to Property Amendment
   (2) Terrorism Risk Insurance Act (TRIA) coverage must be included

i. Other endorsements/forms that will be accepted are:
   (1) Broad Form Nuclear Exclusion – Form IL 00 21
   (2) 30-day Advance Notice of Non-renewal or cancellation
   (3) Required State Cancellation Endorsement
   (4) Quick Reference or Index Form CL/IL 240

j. Endorsements/forms that are NOT acceptable are:
   (1) Any Pollution Exclusion Endorsement except CG 28 31
   (2) Any Punitive or Exemplary Damages Exclusion

(3) Known injury or Damage Exclusion form CG 00 59
(4) Any Common Policy Conditions form
(5) An Endorsement that limits or excludes Professional Liability coverage
(6) A Non-Cumulation of Liability or Pyramiding of Limits Endorsement
(7) An Endorsement that excludes TRIA coverage
(8) A Sole Agent Endorsement
(9) Any type of deductible endorsement or amendment
(10) Any other endorsement/form not specifically authorized in item no. 2.h above.

SPONSOR:

RAILROAD:
Risk Management
Norfolk Southern Corporation and its subsidiaries
650 West Peachtree Street NW – Box 46
Atlanta, GA 30308
NSRISK3@NSCORP.COM

C. All insurance required under Section 14.A and 14.B shall be underwritten by insurers and be of such form and content, as may be acceptable to the Railway. Prior to entry on Railroad right-of-way, the original electronic RPL Insurance Policy shall be submitted by the Prime Contractor to the Railway at NSRISK3@NSCORP.COM for review and approval. In addition, certificates of insurance evidencing the Prime Contractor's insurance compliant with the requirements in 14.A shall be issued to the Railway at NSRISK3@NSCORP.COM at the same time the RPL Policy is submitted.

D. The insurance required herein shall in no way serve to limit the liability of Sponsor or its Contractors under the terms of this agreement.

E. Insurance Submission Procedures

1. The Railroad will only accept initial insurance submissions via email to NSRISK3@NSCORP.COM. The Railroad will NOT accept initial insurance submissions via hard copies that would be sent either US Mail or Overnight carrier or faxes as only electronic versions only are to be submitted to Railroad. **Please provide point of contact information with the submission including a phone number and email address.**

   For email insurance submissions, the subject line should follow the format provided unless otherwise directed by the Railroad Engineer:

   Insurance Submittal: City, State – NS File Number – NS Milepost – Project Name – Sponsor Project #

2. Railroad requires the following two (2) forms of insurance in the initial electronic insurance submission to NSRISK3@NSCORP.COM to be submitted under a cover letter providing details of the project and containing the contact information:

   a. The full original or certified true electronic countersigned copy of the RPL Insurance Policy in its entirely inclusive of all declarations, schedule of forms

and endorsements along with the policy forms and endorsements as required in Section 14.B.

b. A certificate of insurance from the Contractor evidencing the Contractor's insurance in Section 14.A (i.e. the Contractor's commercial general, automobile, and workers' compensation liability insurance, etc.). The certificate must show Norfolk Southern Railroad and its subsidiaries and affiliated companies as an additional insured on the General Liability and Auto policies. The certificate should also indicate that the Workers' Compensation policy waives subrogation against Norfolk Southern Corporation and its subsidiaries. See Appendix J for a Sample Certificate of Insurance.

15. FAILURE TO COMPLY:

A. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:

1. The Railroad Engineer may require that the Contractor vacate Railroad property.

2. The Sponsor's Engineer may withhold all monies due the Contractor on monthly statements.

B. Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Sponsor's Engineer.

16. PAYMENT FOR COST OF COMPLIANCE:

A. No separate payment will be made for any extra cost incurred on account of compliance with these special provisions. All such costs shall be included in prices bid for other items of the work as specified in the payment items.

17. PROJECT INFORMATION

A. Date: 10/17/2022
B. NS File No.: BR1113606
C. NS Milepost: NO-86.29 and NO-86.26
D. Sponsor's Project No.: _____

ATTACHMENT 1

T D

FORCE ACCOUNT ESTIMATE

Work to be Performed By:		Norfolk Southern Railway Company
Project Description:		Construct Hall Ave over Norfolk Southern and add sidewalk to 6th Ave (725611U) across Norfolk Southern
Location:		Hattiesburg, Forrest, Mississippi
Project No.:		
Milepost:		NO-86.29 (New Bridge)/ NO-86.26 (Exist Xing)
File:		BR1113606
Date:	Original	September 12, 2022

ITEM A - Preliminary Engineering			0
ITEM B - Construction Engineering			106,807
ITEM C - Administration			3,557
ITEM D - Railroad Protective Services			417,773
ITEM E - Communications			0
ITEM F - Signal & Electrical			5,000
ITEM G - Track Work			73,173
ITEM H - T-Cubed			0
	Total	$	606,311
	Contingency 0%	$	-
	GRAND TOTAL	**$**	**606,311**

ITEM A - Preliminary Engineering

(Review plans and special provisions, prepare estimates, etc.)

Labor:	0 Hours @ $60 / hour=	0
Labor Additives:		0
Travel Expenses:		0
Services by Contract Engineer:		0
	NET TOTAL - ITEM A	**$ -**

ITEM B - Construction Engineering

(Coordinate Railway construction activities, review contractor submittals, etc.)

Labor:	80 Hours @ $60 / hour=		4,800
Labor Additives:			3,772
Travel Expenses:			2,500
Services by Contract Engineer:			95,735
	NET TOTAL - ITEM B	$	106,807

ITEM C - Administration

Agreement Construction, Review and/or Handling:			2,460
Protective Services Process/Handling Fee:			0
Accounting Hours (Labor):	20 Hours @ $30 / hour=		600
Accounting Additives:			497
	NET TOTAL - ITEM C	$	3,557

ITEM D - Railroad Protective Services

(During construction on, over, under, or adjacent to the track.)

Labor:	Protective Services		
	300 days @ 390.00 per day=		117,000
	(based on working 12 hours/day)		
Labor Additive:			270,773
Travel Expenses, Meals & Lodging:			
	300 days @ $100/day=		30,000
Rental Vehicle	0 months @ $950/month=		0
	NET TOTAL - ITEM D	$	417,773

ITEM E - Communications

Material:			0
Labor:			0
Purchase Services:			0
Subsistence:			0
Additive:			0
	NET TOTAL - ITEM E	$	-

ATTACHMENT 1

T D

ITEM F - Signal & Electrical

Material:		0
Labor:		0
Purchase Services:		0
Other:		5,000
NET TOTAL - ITEM F	$	5,000

ITEM G - Track Work

Material:		49,558
Labor:		5,474
Additive:		12,668
Purchase Services:		5,474
NET TOTAL - ITEM G	$	73,173

ITEM H - T-CUBED

Lump Sum	$	-

NOTES

1. For all groups of CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is 185.81%. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.

2. For all groups of NON-CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance is **78.59%**. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.

3. All applicable salvage items due the Department will be made available to it at the jobsite for its disposal.

4. The Force Account Estimate is valid for one (1) year after the date of the estimate (09/12/2022). If the work is not performed within this time frame the Railway may revise the estimate to (1) include work not previously indicated as necessary and (2) reflect changes in cost to perform the force account work.

ATTACHMENT 1

IT D

Norfolk Southern Railway Company
Gulf Division
Hattiesburg, Forrest, Mississippi
ESTIMATE FOR CROSSING IMPROVEMENT (ASPHALT SURFACE)
Widening Crossing at 6th Ave.

Existing Crossing
DOT Number: 725611U
MP: NO-86.29 (New Bridge)/ NO-86.26 (Exist Xing)

1 TRACK(S); 40 CROSSING LENGTH

MATERIAL	QUANTITY	UNIT	UNIT COST	AMOUNT
SURFACE MATERIAL (Rubber Flangeways)	40	TRK. FT.	81.00	3,240
ASPHALT (BY CONTRACTOR)	30	TONS	396.00	12,032
RAIL, 136-LB RE	160	LIN FT.	25.00	4,000
TRANSITION RAIL	4	EA.	1171.00	4,684
INSULATED JOINTS	0	EA.	1355.00	0
RAIL ANCHORS	240	EA.	1.90	456
SPIKES	3.0	KEG	118.00	354
TIE PLATES	120	EA.	15.00	1,800
CROSSTIES (10')	0	EA.	100.00	0
CROSSTIES (GRADE 5)	60	EA.	55.00	3,300
TRUCKED BALLAST AND GRAVEL	92	TONS	104.00	9,568
GEOTEXTILE	0	LIN FT.	7.00	0
THERMITE WELDS	4	EA.	691.00	2,764
ASPHALT DISPOSAL	1	LUMPS	5000.00	5,000
TOTAL (INCLUDES 5% INVENTORY OR TAX ADDITIVES)				49,558
LABOR				
REMOVE EXISTING CROSSING	40	MAN HOURS	30.41	1,216
REHABILITATE TRK. STRUCTURE	80	MAN HOURS	30.41	2,433
INSTALL NEW CROSSING	60	MAN HOURS	30.41	1,825
TOTAL				5,474
OTHER ITEMS				
COMPOSITE LABOR ADDITIVE (231.43%)				12,668
EQUIPMENT RENTAL & TRANSPORTATION				5,474
TOTAL (Billed to Project Sponsor)				**$73,173**

*ESTIMATE BASED ON FULL CLOSURE OF ROAD WITH TRAFFIC CONTROL AND BARRICADES PROVIDED BY OTHERS

*UNIT COSTS ARE ESTIMATED. ACTUAL UNIT COSTS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

This estimate is valid for one (1) year after the date of estimate. If work is not performed within this time frame the Railway may revise the estimate to include work not previously deemed necessary.

This estimate shall not be considered as an approval for a temporary crossing. Information provided is an estimation of the anticipated cost for the construction of the crossing only. All temporary construction crossings require a separate approval from Norfolk Southern's General Manager and Division Superintendent, a separate stand alone temporary construction crossing agreement with associated real estate fees, and all required insurances as noted in the in the temporary construction crossing agreement.

OFFICE OF CHIEF ENGINEER DESIGN & CONSTRUCTION - ATLANTA, GEORGIA
Monday, September 12, 2022

File: BR1113606

E. Norfolk Southern – Special Provisions for Protection of Railway Interests

1. AUTHORITY OF RAILROAD ENGINEER AND SPONSOR ENGINEER:

Norfolk Southern Railway Company, hereinafter referred to as "Railroad", and their authorized representative shall have final authority in all matters affecting the safe maintenance of railroad traffic including the adequacy of the foundations and structures supporting the railroad tracks. For Public Projects impacting the Railroad, the Railroad's Public Improvements Engineer or Engineer Planning, hereinafter referred to as "Railroad Engineer", will serve as the authorized representative of the Railroad.

A general engineering consultant may be utilized to assist the Railroad Engineer in handling the Project, hereinafter referred to as "Construction Engineering Representative".

Other designated personnel by the Railroad Engineer shall hereinafter be referred to as "Railroad Representative".

The authorized representative of the Project Sponsor ("Sponsor"), hereinafter referred to as the "Sponsor's Engineer", shall have authority over all other matters as prescribed herein and in the Project Specifications.

The Sponsor's Prime Contractor, hereinafter referred to as "Contractor" shall be responsible for completing any and all work in accordance with the terms prescribed herein and in the Project Specifications. This shall include the qualified protective services of a contractor directly hired by the Contractor to protect their workers and construction activities while working on or adjacent to Railroad property, hereinafter referred to as "Contractor Protective Services".

This document titled E. Norfolk Southern – Special Provisions for Protection of Railway Interests shall hereinafter be referred to as "Special Provisions".

These terms and conditions are subject to change without notice at the sole discretion of the Railroad. The Contractor must request the latest version of these Special Provisions from the Railroad prior to commencing work and must follow the requirements outlined therein.

2. AUTHORIZATION TO PROCEED:

A. The Contractor shall not commence mobilizing to the Premises, as defined in the Norfolk Southern Contractor Right of Entry Agreement, until the Contractor has complied with the following conditions:

1. Signed and received a fully executed copy of the required Norfolk Southern Contractor Right of Entry Agreement. Contractor Right of Entry Agreements to be submitted via email to the Railroad Engineer.

2. Obtained written approval from the Railroad of Railroad Protective Liability Insurance coverage as required by paragraph 15 herein. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.

3. Held a preconstruction meeting between the Contractor, the Sponsor, Railroad Engineer and/or their Construction Engineering Representative and the Railroad Representative(s). NOTE: Railroad Representative(s) may choose to not attend the preconstruction meeting at their discretion.

4. Obtained Contractor Protective Services as required by Section 8 herein.

5. Furnished a schedule for all construction activities which may impact the Railroad's property or operations. NOTE: Contractor Protective Services shall be provided any time construction activities are taking place on or adjacent to the Railroad Property and/or has the potential to foul the Railroad's track or operations as required by Section 8 herein.

6. Schedule an onsite start-of-work meeting between the Contractor, Contractor Protective Services personnel, Railroad Engineer and/or their Construction Engineering Representative and the Railroad Representative(s). NOTE: Railroad Representative(s) may choose to not attend the start-of-work meeting at their discretion.

7. Obtained written authorization to proceed from the Railroad to begin mobilization to the Premises, as defined in the Norfolk Southern Contractor Right of Entry Agreement, such authorization to include an outline of specific conditions with which the Contractor must comply. Written Authorization will be issued by the Railroad once all items on the Norfolk Southern Checklist for Construction - Direct Hire have been completed.

B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad Representative(s) and any specific Construction Engineering Representative who shall be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

C. All project-related utility work that is to occur on, over, or under Railroad right-of-way must be coordinated with the Norfolk Southern Pipe and Wire Program. The Contractor must receive approval from the Norfolk Southern Pipe and Wire Program prior to commencing any utility work.

3. NOTICE OF STARTING WORK:

A. Before undertaking any construction activities on the Premises, as defined in the Norfolk Southern Contractor Right of Entry Agreement, the Contractor shall:

1. Notify the Railroad Representative(s) at least 72 hours in advance of any construction activities that Contractor Protective Services have been obtained for use.

2. Hold an onsite start-of-work meeting between the Contractor, Contractor Protective Services personnel, Railroad Engineer and/or their Construction Engineering Representative and the Railroad Representative(s). NOTE: Railroad Representative(s) may choose to not attend the start of work meeting at their discretion.

3. Receive assurance from the qualified protective services contractor that the Contractor Protective Services are properly equipped and have been site specific trained by the Railroad Representative prior to performing the full duties of protecting the Contractor. Until assurance from the qualified protective services contractor is obtained, Contractor Protective Services may act as an observer until such Contractor Protective Services are site specific trained by the Railroad Representative. The reference to an "observer" is defined as a person who has the authority to deny access to Contractor's workers and machinery to a specified Railroad operation zone as directed to the qualified protective services contractor by Railroad and prevent those potential to foul work events which may put the Contractor's workers and machinery at risk for injury or damage.

4. INTERFERENCE WITH RAILROAD OPERATIONS:

A. The Contractor shall so arrange and conduct the Contractor's work that there will be no interference with Railroad's operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad or to poles, wires, and other facilities of tenants on the rights-of-way of the Railroad. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires Construction Engineering Representative inspection services shall be deferred by the Contractor until the Construction Engineering Representative inspection services are available at the job site. Contractor Protective Services shall be provided onsite any time construction activities are taking place on or adjacent to the Railroad Property and/or has the potential to foul the Railroad's track or operations

B. Whenever work within Railroad's rights-of-way is of such a nature that impediment to Railroad's operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct the Contractor's operations so that such impediment is reduced to the absolute minimum.

C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in the Railroad Engineer's absence, the Railroad's Division Engineer, such provisions are insufficient, either may require or provide such provisions as the Railroad deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Sponsor.

D. "One Call" Services do not locate buried Norfolk Southern Signals and Communications Lines. The contractor shall contact the Railroad's representative 7 days in advance of work at those places where excavation, pile driving, or heavy loads may damage the Railroad's underground facilities. Upon request from the Contractor or Sponsor, Railroad forces will locate and paint mark or flag the Railroad's underground facilities. The Contractor shall avoid excavation or other disturbances of these facilities. If disturbance or excavation is required near a buried Railroad facility, the Contractor shall coordinate with the Railroad to have the facility potholed manually with careful hand excavation. The facility shall be protected by the Contractor during the course of the disturbance under the supervision and direction of the Railroad's Representative.

5. TRACK CLEARANCES:

   A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. If temporary clearances are not shown on the project plans, the following criteria shall govern the use of falsework and formwork above or adjacent to operated tracks.

      1. A minimum vertical clearance of 22'-0" above top of highest rail shall be maintained at all times.

      2. A minimum horizontal clearance of 13'-0" from centerline of tangent track or 14'-0" from centerline of curved track shall be maintained at all times. Additional horizontal clearance may be required in special cases to be safe for operating conditions. This additional clearance will be as determined by the Railroad Engineer.

      3. All proposed temporary clearances which are less than those listed above must be submitted to Railroad Engineer for approval prior to construction and must also be authorized by the regulatory body of the State if less than the legally prescribed clearances.

      4. The temporary clearance requirements noted above shall also apply to all other physical obstructions including, but not limited to: stockpiled materials, parked equipment, placement or driving of piles, and bracing or other construction supports.

6. CONSTRUCTION PROCEDURES:

   A. General:

      1. Construction work and operations by the Contractor on Railroad property shall be:

         a. Subject to the inspection and approval of the Railroad Engineer or their designated Construction Engineering Representative.

         b. In accordance with the Railroad's written outline of specific conditions.

         c. In accordance with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.

         d. In accordance with these Special Provisions.

      2. Submittal Requirements

         a. The Contractor shall submit all construction related correspondence and submittals electronically to the Railroad Engineer and/or their designated Construction Engineering Representative.

         b. The contractor should anticipate a minimum of 45 days for Railroad and their Construction Engineering Representative to complete the review of all construction submittals. Time frames for reviews can vary significantly depending on the complexity of the project and the quality of submittals. Submittals requiring input from other departments may require additional time.

c. All work in the vicinity of the Railroad's property that has the potential to affect the Railroad's train operations or disturb the Railroad's property must be submitted and approved by the Railroad prior to work being performed.

d. All submittals and calculations must be signed and sealed by a registered engineer licensed in the state of the project work.

e. All submittals shall first be approved by the Sponsor's Engineer prior to submission to the Railroad Engineer for review. Submittals are reviewed by the Railroad for impacts to Railroad operations only; therefore, approval from the Railroad Engineer shall not relieve the Contractor from liability.

f. For all construction projects, the following submittals, but not limited to those listed below, shall be provided for review and approval when applicable:

(1) General Means and Methods
(2) Ballast Protection
(3) Construction Excavation & Shoring
(4) Pipe, Culvert, & Tunnel Installations
(5) Demolition Procedure
(6) Erection & Hoisting Procedure
(7) Debris Shielding or Containment
(8) Blasting
(9) Formwork for the bridge deck, diaphragms, overhang brackets, and protective platforms
(10) Bent Cap Falsework. A lift plan will be required if the contractor want to move the falsework over the tracks.

g. For Undergrade Bridges (Bridges carrying the Railroad) the following submittals in addition to those listed above shall be provided for review and approval:

(1) Girder Shop Drawings including welding/fabrication procedures
(2) Bearing Shop Drawings and Material Certifications
(3) Shop Drawings for drainage, handrails/fencing, and expansion dams
(4) Concrete Mix Design
(5) Structural Steel, Rebar, and/or Strand Certifications
(6) 28-day Cylinder Test for Concrete Strength
(7) Waterproofing Material Certification
(8) Dampproofing materials
(9) Test Reports for all steel
(10) Foundation Construction Reports

Other submittals may be required upon request from the Railroad. Fabrication may not begin until the Railroad has approved the required shop drawings.

h. The Contractor shall include in all submissions a detailed narrative indicating the progression of work with the anticipated timeframe to complete each task. Work will not be permitted to commence until the Contractor has provided the Railroad with a satisfactory plan that the project will be undertaken without scheduling, performance, or safety related issues. Submissions shall also provide: a listing of the anticipated equipment to be used, plan and profile views showing the location of all equipment to be used relative to the track centerline(s) shown, and a contingency plan of action covering the event that a primary piece of equipment malfunctions.

B. Ballast Protection

1. The Contractor shall submit the proposed ballast protection system detailing the specific filter fabric and anchorage system to be used during all construction activities.

2. The ballast protection is to extend 25' beyond the proposed limit of work, be installed at the start of the project and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.

C. Excavation:

1. The subgrade of an operated track shall be maintained with edge of berm at least 10'-0" from centerline of track and not more than 24-inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case the existing section will be maintained.

2. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.

D. Excavation for Structures and Shoring Protection:

1. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material.

2. The use of shoring systems utilizing tiebacks shall not be permitted without written approval from the Railroad Engineer.

3. Shoring systems utilizing trench boxes shall not be permitted within the Theoretical Railroad Embankment (Zones 1, 2, or 3) as shown on NS Typical Drawing No. 4 – Shoring Requirements without written approval from the Railroad Engineer.

4. All plans and calculations for shoring shall be prepared, signed, and sealed by a Registered Professional Engineer licensed in the state of the proposed project, in accordance with Norfolk Southern' s Overhead Grade Separation Design Criteria, subsection H.1.6 - Construction Excavation (Refer to Norfolk Southern Public Improvement Projects Manual Appendix H). The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions.

5. The Contractor shall provide a detailed installation and removal plan of the shoring components. Any component that will be installed via the use of a crane or any other lifting device shall be subject to the guidelines outlined in Section 6.G of these Special Provisions.

6. The Contractor shall be required to survey the track(s) and Railroad embankment and provide a cross section of the proposed excavation in relation to the tracks.

7. Calculations for the proposed shoring should include deflection calculations. The maximum deflection for excavations within 18'-0" of the centerline of the nearest track shall be 3/8". For all other cases, the max deflection shall not exceed ½".

8. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.

9. The front face of shoring located closest to the NS track for all shoring setups located in Zone 2 (shown on NS Typical Drawing No. 4 – Shoring Requirements in Appendix I) shall remain in place and be cut off 2'-0" below the final ground elevation. The remaining shoring in Zone 2 and all shoring in Zone 1 may be removed and all voids must be backfilled with flowable fill.

E. Pipe, Culvert, & Tunnel Installations

1. Pipe, Culvert, & Tunnel Installations shall be in accordance with the appropriate Norfolk Southern Design Specification as noted below:

    a. For Open Cut Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.6.
    b. For Jack and Bore Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.7.
    c. For Tunneling Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.8.

2. The installation methods provided are for pipes carrying storm water or open flow run-off. All other closed pipeline systems shall be installed in accordance Norfolk Southern' s Pipe and Wire Program and the NSCE-8.

F. Demolition Procedures

1. General

    a. Demolition plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.

    b. Railroad tracks and other Railroad property must be protected from damage during the procedure.

c. A pre-demolition meeting shall be conducted with the Sponsor, the Railroad Engineer and/or the Construction Engineering Representative, and the key Contractor's personnel prior to the start of the demolition procedure.

d. The Railroad Engineer and/or the Construction Engineering Representative must be present at the site during the entire demolition procedure period.

e. Demolition of existing bridge decks in spans over the Railroad shall be performed in a controlled manner (i.e. saw-cutting). No impact equipment (track-mounted hoe-ram, jackhammers, etc.) may be used over the Railroad without approval by the Railroad Engineer.

f. Existing, obsolete, bridge piers shall be removed to a sufficient depth below grade to enable restoration of the existing/proposed track ditch, but in no case less than 2'-0" below final grade.

2. Submittal Requirements

a. In addition to the submittal requirements outlined in Section 6.A.2 of these Special Provisions, the Contractor shall submit the following for approval by the Railroad Engineer:

(1) A plan showing the location of cranes, horizontally and vertically, with proposed boom lengths, operating radii, counterweights, and delivery or disposal locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.

(2) Rating sheets showing that cranes or lifting devices are adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.

(3) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing structure showing complete and sufficient details with supporting data for the demolition of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.

(4) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the object being hoisted. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.

(5) A complete demolition procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.

(6) Design and supporting calculations for the temporary support of components, including but not limited to the stability of the superstructure during the temporary condition, temporary girder tie-downs and falsework.

3. Overhead Demolition Debris Shield

a. The demolition debris shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the superstructure over the track area to catch all falling debris.

b. The demolition debris shield shall provide a minimum vertical clearance as specified in Section 5.A.1 of these Special Provisions or maintain the existing vertical clearance if the existing clearance is less than that specified in Section 5.A.1.

c. The Contractor shall include the demolition debris shield installation/removal means and methods as part of the proposed demolition procedure submission.

d. The Contractor shall submit the demolition debris shield design and supporting calculations for approval by the Railroad Engineer.

e. The demolition debris shield shall have a minimum design load of 50 pounds per square foot plus the weight of the equipment, debris, personnel, and other loads to be carried.

f. The Contractor shall include the proposed bridge deck removal procedure in its demolition means and methods and shall verify that the size and quantity of the demolition debris generated by the procedure does not exceed the shield design loads.

g. The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Railroad Engineer.

4. Vertical Demolition Debris Shield

    a. A vertical demolition debris shield may be required for substructure removals in close proximity to the Railroad's track and other facilities, as determined by the Railroad Engineer.

G. Erection & Hoisting Procedures

1. General

    a. Erection plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.

    b. Neither crane handoffs nor "walking" of cranes with suspended load will be permitted for erection on or over Railroad right-of-way.

    c. Railroad tracks and other Railroad property must be protected from damage during the erection procedure.

    d. A pre-erection meeting shall be conducted with the Sponsor, the Railroad Engineer and/or the Construction Engineering Representative, and the key Contractor's personnel prior to the start of the erection procedure.

    e. The Railroad Engineer and/or the Construction Engineering Representative must be present at the site during the entire erection procedure period.

    f. For field splices located over Railroad property, a minimum of 50% of the holes for each connection shall be filled with bolts or pins prior to releasing the crane. A minimum of 50% of the holes filled shall be filled with bolts. All bolts must be appropriately tightened. Any changes to previously approved field splice locations must be submitted to the Railroad for review and approval. Refer to Norfolk Southern' s Overhead Grade Separation Design Criteria for additional splice details (Norfolk Southern Public Improvement Projects Manual Appendix H.1, Section 4.A.3.).

2. Submittal Requirements

    a. In addition to the submittal requirements outlined in Section 6.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:

        (1) As-built beam seat elevations - All as-built bridge seats and top of rail elevations shall be furnished to the Railroad Engineer for review and verification at least 30 days in advance of the erection, to ensure that minimum vertical clearances as approved in the plans will be achieved.

        (2) A plan showing the location of cranes, horizontally and vertically, with proposed boom lengths, operating radii, counterweights, and delivery or staging locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.

(3) Rating sheets showing that cranes or lifting devices are adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.

(4) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the proposed structure showing complete and sufficient details with supporting data for the erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.

(5) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the object being hoisted. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.

(6) A complete erection procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.

(7) Design and supporting calculations for the temporary support of components, including but not limited to temporary girder tie-downs and falsework.

H. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Sponsor Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with additional provisions as designated by the Railroad Engineer.

I. Track Monitoring

1. At the direction of the Railroad Engineer, any activity that has the potential to disturb the Railroad track structure may require the Contractor to submit a detailed track monitoring program for approval by the Railroad Engineer.

2. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. Railroad reserves the right to modify the survey locations and monitoring frequency as necessary during the project.

3. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Railroad Engineer for analysis.

4. If any movement has occurred as determined by the Railroad Engineer, the Railroad will be immediately notified. Railroad, at its sole discretion, shall have the right to immediately require all Contractor operations to be ceased and determine what corrective action is required. Any corrective action required by the Railroad or performed by the Railroad including the monitoring of corrective action of the Contractor will be at project expense.

J. Maintenance of Railroad Facilities:

1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.

2. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches, or other drainage facilities shall be installed to maintain adequate drainage, as approved by the Railroad Engineer. Upon completion of the work, the temporary facilities shall be removed, and the permanent facilities restored.

3. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

K. Storage of Materials and Equipment:

1. Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.

2. All grading or construction machinery that is left parked near the track unattended by Contractor Protective Services shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save the Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim, or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

L. Cleanup:

1. Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat condition satisfactory to the Railroad Engineer or the Railroad Representative.

7. DAMAGES:

A. The Contractor shall assume all liability for any and all damages to the Contractor's work, employees, servants, equipment, and materials caused by Railroad traffic.

B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

8. CONTRACTOR PROTECTIVE SERVICES:

A. Requirements:

1. Qualified protective services are those services of a contractor, directly hired by the Prime Contractor, that have been vetted through the Railroad and are allowed to be performed on Railroad property.

2. Contractor Protective Services shall be onsite anytime construction activities are taking place on or adjacent to the Railroad Property and/or have the potential to foul the Railroad's track or operations.

3. Contractor Protective Services shall be those services of a subcontractor to the Contractor who have the ability to fully protect the Contractor's workers and machinery once the qualified protective services contractor confirms the Contractor Protective Services are properly equipped and site specific trained by the Railroad Representative. Contractor Protective Services may act as an observer until such Contractor Protective Services are site specific trained by the Railroad Representative. The reference to an "observer" is defined as a person who has the authority to deny access to Contractor's workers and machinery to a specified Railroad operation zone as directed to the qualified protective services contractor by Railroad and prevent those potential to foul work events which may put the Contractor's workers and machinery at risk for injury or damage.

4. Contractor Protective Services will not be allowed on the property until all items on the Norfolk Southern Checklist for Construction- Direct Hire have been completed and the authorization to proceed is given by the Railroad Engineer.

5. Under the terms of the agreement between the Sponsor and the Railroad, the Railroad has sole authority to determine the need for any Railroad Protective Services required to protect its operations or work designated to be done by the Railroad through the force account estimate.

9. HAUL ACROSS RAILROAD TRACK:

   A. Where the plans show or imply that materials of any nature must be hauled across the Railroad's track, unless the plans clearly show that the Sponsor has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad's track. The Contractor or Sponsor will be required to bear all costs incidental to such crossings whether services are performed by the Contractor's own forces or by Railroad personnel.

   B. No crossing may be established for use by the Contractor for transporting materials or equipment across the tracks of the Railroad unless specific authority for its installation, maintenance, use, until the Contractor has a fully executed a temporary private crossing agreement between the Contractor and Railroad. The approval process for an agreement normally takes 90 days.

10. WORK FOR THE BENEFIT OF THE CONTRACTOR:

   A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Sponsor and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Sponsor and/or the Railroad.

   B. Should the Contractor desire any changes in addition to the above, then the Contractor shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

11. COOPERATION AND DELAYS:

   A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging the Contractor's schedule, the Contractor shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.

   B. No charge or claim of the Contractor against either the Sponsor or the Railroad will be allowed for hindrance or delay on account of railroad traffic; any work done by the Railroad or other delay incident to or necessary for safe maintenance of railroad traffic or for any delays due to compliance with these Special Provisions.

12. TRAINMAN'S WALKWAYS:

   A. Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Contractor Protective Service is provided shall be removed before the close of each workday. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed and must conform to AREMA and/or FRA standards.

13. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:

A. The Contractor and/or the Sponsor's personnel authorized to perform work on the Railroad's property as specified in Section 2 above are not required to complete Norfolk Southern Roadway Worker Protection Training; However, the Contractor and the Sponsor's personnel must be familiar with Norfolk Southern' s standard operating rules and guidelines, should conduct themselves accordingly, and may be removed from the property for failure to follow these guidelines.

B. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Wearing of safety boots and reflective vests are required.

C. No person is allowed to perform construction activities which may impact the Railroad's property or operations without specific authorization from the Contractor Protective Services.

D. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.

E. No person is allowed to cross tracks without specific authorization from the Contactor Protective Services.

F. All welders and cutting torches working within 25' of track must stop when train is passing.

G. No steel tape or chain will be allowed to cross or touch rails without permission from the Contactor Protective Services.

14. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHT-OF-WAY:

A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from Railroad Representative and Contractor Protective Services personnel.

B. No crane or boom equipment will be allowed to foul track or lift a load over the track without the authorization from the Contractor Protective Services personnel who are site specific trained and properly equipped.

C. All employees will stay with their machines when crane or boom equipment is pointed toward track.

D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).

E. Swinging loads must be secured to prevent movement while train is passing.

F. No loads will be suspended above a moving train.

G. No equipment will be allowed within 25' of centerline of track without specific authorization of the Railroad Representative and Contractor Protective Services personnel.

H. Trucks, tractors, or any equipment will not touch ballast line without specific permission from Railroad Representative and Contractor Protective Services personnel. At the beginning of each project that involves the Contractor working within 25' of the centerline of any track, orange construction fencing must be established. Orange construction fencing shall be established in accordance with the minimum temporary horizontal clearances contained in Section 5.A.2 and shall be maintained for the duration of construction.

I. No equipment or load movement is permitted within 25' or above a standing train or Railroad equipment without specific authorization of the Contractor Protective Services personnel.

J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the Contractor Protective Services personnel if said personnel views the operation to be dangerous to the passing train.

K. All equipment, loads and cables are prohibited from touching rails.

L. While clearing and grubbing, no vegetation will be removed from Railroad embankment with heavy equipment without specific permission from the Railroad Engineer, Railroad Representative and Contractor Protective Services personnel.

M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.

N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.

O. All cranes and boom equipment will be turned away from track after each workday or whenever unattended by an operator.

P. Prior to performing any crane operations, the Contractor shall establish a single point of contact for the Contractor Protective Services personnel to remain in communication with at all times. Contractor Protective Services personnel must also be in direct contact with the individual(s) directing the crane operation(s).

15. INSURANCE:

A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:

1. A Commercial General Liability ("CGL") policy containing products and completed operations, bodily injury, property damage, and contractual liability coverage, with a combined single limit of not less than $5,000,000 for each occurrence with a general aggregate limit of not less than $5,000,000. Any portion of this requirement may be satisfied by a combination of General Liability and/or Excess/Umbrella Liability Coverage. The CGL policy shall provide additional insured coverage equivalent to at least as broad as ISO CG 20 10 11/85.

2. Automobile Liability Insurance with a current ISO occurrence form policy (or equivalent) and apply on an "any auto" (Symbol 1) basis, including coverage for all vehicles used in connection with the Work or Services on the leased property, providing annual limits of at least $1,000,000 per occurrence for bodily injury and property damage combined including uninsured and underinsured motorist coverage, medical payment protection, and loading and unloading. This policy shall be endorsed to include Transportation Pollution Liability Broadened Coverage ISO CA 99 48 03 06 or MCS-90 if vehicles are subject to Federal jurisdiction. If this coverage is on a claims-made form, the Retro Active Date must be prior to the date of this Agreement and the policy endorsement must be maintained for not less than seven (7) years.

3. Workers' Compensation Insurance to meet fully the requirement of any compensation act, plan, or legislative enactment applicable in connection with the death, disability or injury of Licensee's officers, agents, servants, or employees arising directly or indirectly out of the performance of the work.

4. Employers' Liability Insurance with limits of not less than $1,000,000 each accident, $1,000,000 policy limit for disease, and $1,000,000 each employee for disease.

5. All insurance required in Section 15.A (excluding any Workers' Compensation policy) shall name Norfolk Southern Railway and its parent, subsidiary, and affiliated companies as additional insureds with an appropriate endorsement to each policy.

6. All policies secured by Contractor, whether primary, excess, umbrella or otherwise, and providing coverage to the Railroad as an additional insured (i) are intended to take priority in responding and to pay before any insurance policies Railroad may have secured for itself must respond or pay and (ii) may not seek contribution from any policies the Railroad may have secured for itself.

7. No cross-liability exclusions are permitted that would apply to the additional insureds, and there may not be any restrictions in any policy that limits coverage for a claim brought by an additional insured against a named insured.

8. To the fullest extent permitted by law, all insurance furnished by Contractor in compliance with Section 15.A shall include a waiver of subrogation in favor of Railroad with an appropriate endorsement to each policy.

9. All policies required in Section 15.A shall not be subject to cancellation, termination, modification, changed, or non-renewed except upon thirty (30) days' prior written notice to the additional insureds.

10. The insurance coverages maintained by Contractor shall not limit any indemnity obligations or other liabilities. The insurance available to Railroad and its parent, subsidiary and affiliated companies as additional insureds shall not be limited by these requirements should Licensee maintain higher coverage limits.

11. Any deductibles or retentions in excess of $50,000 maintained on any insurance required in 15.A shall be disclosed and approved by Railroad with a request made for approval to NSRISK3@nscorp.com.

12. Anyone subcontractor providing work on this project must extend CG 20 38 (or broader coverage) additional Insured endorsement to provide coverage for up stream parties.

13. Contractor shall require all subcontractors who are not covered by the insurance carried by Contractor to obtain commercially reasonable insurance coverage, but not less than the requirements of 15.A.

B. In addition to the insurances required in Section 15.A, the Contractor shall also procure on behalf of the Railroad for the entirety of the project:

1. Railroad Protective Liability (RPL) Insurance having a combined single limit of not less than $5,000,000 each occurrence and $10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

   The standards for the Railroad Protective Liability Insurance are as follows:

   a. The insurer must be rated A- or better by A.M. Best Company, Inc.

   b. The policy must be written using one of the following combinations of Insurance Services Office ("ISO") RPL Insurance Form Numbers:
      (1) CG 00 35 01 96 and CG 28 31 10 93; or
      (2) CG 00 35 07 98 and CG 28 31 07 98; or
      (3) CG 00 35 10 01; or
      (4) CG 00 35 12 04; or
      (5) CG 00 35 12 07; or
      (6) CG 00 35 04 13.

   c. The named insured shall read:

      Norfolk Southern Corporation and its subsidiaries and affiliates
      650 West Peachtree Street NW – Box 46
      Atlanta, GA 30308
      Attn: Risk Manager

      (NOTE: Railroad does not share coverage on RPL with any other entity on this policy)

   d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Sponsor project and contract identification numbers.

   e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number. **NOTE: Do not include any references to milepost, valuation station, or mile marker on the insurance policy.**

   f. The name and address of the prime Contractor must appear on the Declarations.

g. The name and address of the Sponsor must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."

h. Endorsements/forms that are **required** are:

(1) Physical Damage to Property Amendment
(2) Terrorism Risk Insurance Act (TRIA) coverage must be included

i. Other endorsements/forms that will be accepted are:
(1) Broad Form Nuclear Exclusion – Form IL 00 21
(2) 30-day Advance Notice of Non-renewal or cancellation
(3) Required State Cancellation Endorsement
(4) Quick Reference or Index Form CL/IL 240

j. Endorsements/forms that are NOT acceptable are:
(1) Any Pollution Exclusion Endorsement except CG 28 31
(2) Any Punitive or Exemplary Damages Exclusion
(3) Known injury or Damage Exclusion form CG 00 59
(4) Any Common Policy Conditions form
(5) An Endorsement that limits or excludes Professional Liability coverage
(6) A Non-Cumulation of Liability or Pyramiding of Limits Endorsement
(7) An Endorsement that excludes TRIA coverage
(8) A Sole Agent Endorsement
(9) Any type of deductible endorsement or amendment
(10) Any other endorsement/form not specifically authorized in item no. 2.h above.

SPONSOR:

RAILROAD:
Risk Management
Norfolk Southern Corporation and its subsidiaries
650 West Peachtree Street NW – Box 46
Atlanta, GA 30308
NSRISK3@NSCORP.COM

C. All insurance required under Section 15.A and 15.B shall be underwritten by insurers and be of such form and content, as may be acceptable to the Railroad. Prior to entry on Railroad right-of-way, the original electronic RPL Insurance Policy shall be submitted by the Prime Contractor to the Railroad at NSRISK3@NSCORP.COM for review and approval. In addition, certificates of insurance evidencing the Prime Contractor's insurance compliant with the requirements in 15.A shall be issued to the Railroad at NSRISK3@NSCORP.COM at the same time the RPL Policy is submitted.

D. The insurance required herein shall in no way serve to limit the liability of Sponsor or its Contractors under the terms of this agreement.

E. Insurance Submission Procedures

1. The Railroad will only accept initial insurance submissions via email to NSRISK3@NSCORP.COM. The Railroad will NOT accept initial insurance submissions via hard copies that would be sent either US Mail or Overnight carrier or faxes as only electronic versions only are to be submitted to Railroad. **Please provide point of contact information with the submission including a phone number and email address.**

   For email insurance submissions, the subject line should follow the format provided unless otherwise directed by the Railroad Engineer:

   Insurance Submittal: City, State – NS File Number – NS Milepost – Project Name – Sponsor Project #

2. Railroad requires the following two (2) forms of insurance in the initial electronic insurance submission to NSRISK3@NSCORP.COM to be submitted under a cover letter providing details of the project and containing the contact information:

   a. The full original or certified true electronic countersigned copy of the RPL Insurance Policy in its entirely inclusive of all declarations, schedule of forms and endorsements along with the policy forms and endorsements as required in Section 15.B.

   b. A certificate of insurance from the Contractor evidencing the Contractor's insurance in Section 15.A (i.e. the Contractor's commercial general, automobile, and workers' compensation liability insurance, etc.). The certificate must show Norfolk Southern Railroad and its subsidiaries and affiliated companies as an additional insured on the General Liability and Auto policies. The certificate should also indicate that the Workers' Compensation policy waives subrogation against Norfolk Southern Corporation and its subsidiaries. See Appendix J for a Sample Certificate of Insurance.

16. FAILURE TO COMPLY:

A. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:

   1. The Railroad Engineer may require that the Contractor vacate Railroad property.

   2. The Sponsor's Engineer may withhold all monies due the Contractor on monthly statements.

B. Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Sponsor's Engineer.

17. PAYMENT FOR COST OF COMPLIANCE:

A. No separate payment will be made for any extra cost incurred on account of compliance with these Special Provisions. All such costs shall be included in prices bid for other items of the work as specified in the payment items.

18. PROJECT INFORMATION

A.	Date:	April 17, 2024
B.	NS File No.:	BR1113606
C.	NS Milepost:	NO-86.29
D.	Sponsor's Project No.	

THIS ADDENDUM TO THE AGREEMENT, made this 14 day of February, 2024 between **THE CITY OF HATTIESBURG,** a Mississippi Municipality, hereinafter called "LICENSEE" and **NORFOLK SOUTHERN RAILWAY COMPANY**, hereinafter called "RAILWAY".

WHEREAS, LICENSEE and the RAILWAY entered into an Agreement dated the 9th of December, 2022, to construct the Hall Ave Overhead Bridge (DOT# TBD), over RAILWAY Milepost NO-86.29 and to add a sidewalk to the existing 6th Avenue at-grade vehicular crossing (DOT# 725611U) at RAILWAY Milepost NO-86.26, at or near Hattiesburg, Forrest County, Mississippi marked Attachment 1.

WHEREAS, the parties desire to amend the original Agreement to revise certain sections containing references to work to be performed.

NOW, THEREFORE, LICENSEE and the RAILWAY agree to amend the Agreement entered into dated the 9th of December 2022 marked Attachment 1:

1. The parties agree to **REPLACE** Section I.3. in its entirety with the following language:

Construction and Maintenance of the Facilities. LICENSEE shall construct and maintain the Facilities, at its expense, in such a manner as will not interfere with the operations of RAILWAY or endanger persons or property of RAILWAY, and in accordance with (a) plans and specifications (if any) shown on said print(s) marked as Exhibit B and any other specifications prescribed by RAILWAY, (b) applicable governmental regulations or laws, and (c) applicable specifications adopted by the American Railway Engineering and Maintenance of Way Association when not in conflict with plans, specifications or regulations mentioned in (a) and (b) above.

2. The parties agree to **REPLACE** Section I.8. in its entirety with the following language:

Railway Support. RAILWAY shall, at RAILWAY's option, furnish, at the sole expense of LICENSEE, labor and materials necessary, in RAILWAY's sole judgment, to support its tracks during the installation, maintenance, repair, renewal or removal of the Facilities.

3. The parties agree to **INSERT** Section I.19. in with the following language:

Qualified Protective Services. LICENSEE agrees that it will require its contractor to furnish and maintain qualified protective services equipped to operate around RAILWAY operations to protect the LICENSEE, or its contractor, when construction activities are taking place on or adjacent to the RAILWAY property and/or has the

potential to foul the RAILWAY's tracks or operations. All expenses for the qualified protective services shall be covered by the LICENSEE. Prior to use, RAILWAY has the right to ensure the qualified protective services used is properly equipped to provide services around RAILWAY operations to ensure safety.

4. The parties agree to **REPLACE** Section II.1. in its entirety with the following language:

Scope of Work. The scope of the work by RAILWAY shall include any necessary acquisition of right-of-way, permitting, design, construction, and construction-related activities including, but not limited to, inspection, and superintendence within and along RAILWAY property necessary to facilitate LICENSEE's installation, construction, maintenance, operation and removal of the Facilities ("Railroad Project").

5. The parties agree to **REPLACE** Section II.5. (a) in its entirety with the following language:

RAILWAY shall furnish, or cause to be furnished, at the expense of the LICENSEE all the labor costs, overhead and indirect construction costs, materials and supplies, contracted services, transportation, equipment, and other related costs and items required to perform and complete the Railroad Project.

6. The parties agree to **REPLACE** Special Provisions, Exhibit C, in its entirety with marked Attachment 2.

All other terms and conditions contained in the Agreement entered into dated the 9th of December, 2022 marked Attachment 1 remain the same as originally written.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have, through duly authorized representatives, entered into this Addendum to the Agreement effective the day and year first written above.

THE CITY OF HATTIESBURG

By: _____

Name: TOBY BARKER

Title: MAYOR

Date: 2/19/25

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____

Name: _____

Title: _____

Date: _____

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Ann Jones, Chief Administrative Officer**

cc:

Date: **Tuesday, March 4, 2025**

Re: **Ratify the execution of a Warranty Deed for property located at 309 Crestmont Avenue to the City of Hattiesburg in accordance with the Land and Water Conservation Act of 1965, as amended, 16 U.S.C. 4601-5 *et seq*. (170 ed.)**
File Number: 2025-183
Minute Book #

Summary
Ratify the execution of a Warranty Deed for property located at 309 Crestmont Avenue to the City of Hattiesburg in accordance with the Land and Water Conservation Act of 1965, as amended, 16 U.S.C. 4601-5 *et seq*. (170 ed.)

Recommendation Statement
I recommend that this deed be ratified.

Please place this on the March 4, 2025 City Council meeting for consideration.

DEED
Bk:1377 Page:370-371
RCD: 09/24/2021 @ 9:36:00:AM
FORREST COUNTY, MS
LANCE C. REID CHANCERY CLERK

Prepared by, record and return to:
Pope & Pope, P.A.
P.O. Box 17527
Hattiesburg, MS 39402
601-268-9997

INDEXING INSTRUCTIONS: Part of SW ¼ of SE 1/4 , Section 7, T4N, R13W, Forrest County, Mississippi

STATE OF MISSISSIPPI
COUNTY OF FORREST

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10) cash in hand paid, and other good and valuable consideration, the receipt and sufficieny of which is hereby acknowledged, the undersighed **GRANTOR,**

M & M LAND CO., LLC,
A Mississippi Limited Liability Company
309 Crestmont Avenue
Hattiesburg, MS 39401
Phone: 601-307-4728

does hereby grant, bargain, sell, convey and warrant unto the **GRANTEE,**

THE CITY OF HATTIESBURG, MISSISSIPPI
A Municipal Corporation
P.O. Box 1898
Hattiesburg, MS 39403

the following described real property, lying and being situate in Forrest County, Mississippi

Book 1377 Page 371
Instrument# 827838
DEED 9/24/2021 9:36:00 AM

described as follows, to-wit:

A part and parcel of Southwest Quarter of the Southeast Quarter of Section 7 of Township 4 North, Range 13 West, Forrest County, Mississippi, more particularly described as beginning 165 feet South and 750 feet West of the Northeast Corner of the Southwest Quarter of the Southeast Quarter to and for a point of beginning. From said point of beginning, proceed thence South 330 feet, thence West 556 feet, thence North 330 feet and thence East 556 feet back to the point of beginning, comprising 4.21 acres, more or less.

The above warranty and this conveyance are made subject to any and all easements for public road and utilities as presently laid out, constructed or in use, and also to all private easements, covenants and restrictions.

Taxes for 2021 shall be pro-rated between grantors and grantees as of the date of this instrument.

WITNESS MY SIGNATURE, on this, the 16th day of September, A.D., 2021.

M & M LAND CO., LLC

BY: Michael W. Chancellor

STATE OF MISSISSIPPI
COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this 16th day of September, 2021, within my jurisdiction, the within named, Michael W. Chancellor, who acknowledged that he is President of M & M LAND CO., LLC, a Mississippi Limited Liability Company, and that for and on behalf of the said company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said company so to do.

KATHLEEN M HARTFIELD COMM. # 65175 NOTARY PUBLIC FORREST COUNTY, STATE OF MISSISSIPPI MY COMMISSION EXPIRES 6-18-2023 (SEAL)

Kathleen M. Hartfield
NOTARY PUBLIC
My commission expires: 6/18/2023

FORREST COUNTY, MS LANCE C. REID
I CERTIFY THIS INSTRUMENT WAS FILED ON 9/24/2021 9:36:00 AM AND RECORDED IN DEED BOOK:1377 PAGE:370

*** CERTIFIED COPY PAGE ***
FORREST COUNTY, MS
I LANCE C. REID, CHANCERY CLERK OF THE ABOVE NAMED COUNTY, AND STATE, DO CERTIFY THAT THE FOREGO IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS APPEARS IN:
DEED - BOOK: 1467 - Pages 65 - 66.001 IN SAID COURT.
WITNESS MY HAND AND SEAL THIS Wednesday, February 26, 2025.
LANCE C. REID, CHANCERY CLERK
_____DC

DEED
Bk:1467 Page:65-67
RCD: 02/26/2025 @12:24:36:PM
FORREST COUNTY, MS
LANCE C. REID CHANCERY CLERK

Prepared by, record and return to:
Pope & Pope, P.A.
P. O. Box 17527
Hattiesburg, MS 39402
601-268-9997

Indexing Instructions: Part of SW ¼ of SE ¼ , Section 7, T4N, R13W, Forrest County, Mississippi

STATE OF MISSISSIPPI

COUNTY OF FORREST

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned **GRANTOR,**

THE CITY OF HATTIESBURG, MISSISSIPPI
A Municipal Corporation
P. O. Box 1898
Hattiesburg, MS 39403
Phone: (601) 545-4601

does hereby grant, bargain, sell and convey unto the **GRANTEE,**

THE CITY OF HATTIESBURG, MISSISSIPPI
A Municipal Corporation
P. O. Box 1898
Hattiesburg, MS 39403
Phone: (601) 545-4601

the following described real property, lying and being situate in Forrest County, Mississippi, described as follows, to-wit:

A part and parcel of Southwest Quarter of the Southeast Quarter of Section 7 of Township 4 North, Range 13 West, Forrest County, Mississippi, more particularly described as beginning 165 feet South and 750 feet West of the Northeast Corner of the Southwest Quarter of the Southeast Quarter to and for a point of beginning. From said point of beginning, proceed thence South 330 feet, thence West 556 feet, thence North 330 feet and thence East 556 feet back to the point of beginning, comprising 4.21 acres, more or less.

The property herein described has been acquired and developed with federal assistance provided by the National Park Service of the Department of the Interior in accordance with the Land and Water Conservation Act of 1965, as amended, 16 U.S.C. 4601-5 et seq. (170 ed.). Pursuant to a requirement of that law, this property may not be converted to other than public outdoor recreation uses (whether by transfer, sale, or in any other manner) without the express written approval of the Mississippi Department of Wildlife, Fisheries and Parks and the Secretary of the Department of the Interior. By law, the Secretary shall approve such conversion only if it is in accord with the then existing Statewide Comprehensive Outdoor Recreation Plan (SCORP) and only upon such condition as the substitution of other recreation properties are of at least equal fair market value and of reasonably equivalent usefulness and location.

WITNESS MY SIGNATURE, on this, the 26 day of February, A.D., 2025.

THE CITY OF HATTIESBURG, MISSISSIPPI

BRITTANY VASSER COMM. # 333548 NOTARY PUBLIC COMMISSION EXPIRES 8-04-2028 FORREST COUNTY, STATE OF MISSISSIPPI

BY: _____

Toby Barker, Mayor

ATTEST:

_____

Kermas Eaton, City Clerk

STATE OF MISSISSIPPI
COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this 26 day of February, 2025, within my jurisdiction, the within named TOBY BARKER and KERMAS EATON, who acknowledged that they are the Mayor and City Clerk of the City of Hattiesburg, Mississippi, respectively, and that they executed the above and foregoing instrument.

(SEAL)

Brittany Vasser
NOTARY PUBLIC
My commission expires: 8/4/26

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Sylvester London, Division Manager**

cc:

Date: **Tuesday, March 4, 2025**

Re: **Acknowledge receipt of the Two-Quote Docket.**
File Number: 2025-170
Minute Book #

Summary
Acknowledge receipt of the unadvertised bid docket for the period of January 25, 2025 through February 24, 2025, covering purchases requiring the obtaining of a minimum of two (2) bids as defined in Section 31-71-13 (B) if the Mississippi Code.

Recommendation Statement
Attached is the unadvertised bid docket for the period of January 25, 2025 through February 24, 2025, covering purchases requiring the obtaining of a minimum of two (2) bids as defined in Section 31-7-13 (B) of the Mississippi Code.

This report is submitted for your review, approval, and acknowledgment on the minutes of the City Council. Should there be any questions, please feel free to contact my office.

Please place this on the March 4, 2025 City Council meeting for consideration.

SUCCESSFUL BID/ OTHER BID	PURCHASE ORDER	BID AMOUNT	ITEM DESCRIPTION
BNR INVESTMENTS	2501661	$ 28,000.00	PIPELINE ROAD CLEARING & GRUBBING
DAYON TREE SERVICE INC		$ 57,500.00	
GRAY BUILDERS	2501670	$ 19,500.00	OSEOLA MCCARTY PAVILION CONSTRUCTION
B.W. SULLIVAN BUILDING CONTRACTOR INC		$ 22,700.00	
FLANAGAN CONSTRUCTION	2501677	$ 34,200.00	DEMO & DEBRIS REMOVAL - 514 E FRONT ST
MSP ENTERPRISES LLC		$ 47,193.00	
WALT MASSEY CHEVROLET	2501795	$ 65,950.00	TRUCK
COAST CHEVROLET (MANDY PHILLIPS)		$ 75,639.90	
PINEBELT STORM DRAIN SOLUTIONS,LLC	2501994	$ 8,300.00	CLEARING & GRADING DITCH-SOUTH 21ST AV
HOMESTEAD SERVICES, LLC		$ 9,500.00	
CHEMPRO SERVICES	2502044	$ 69,900.00	HERBICIDE APPLICATION ON DITCHES
KELLIS VEGETATION MANAGEMENT		$ 76,000.00	
COMLINK WIRELESS TECHNOLOGIES INC	2502084	$ 3,225.00	EAR BUDS
IMPACT RADIO ACCESSORIES		$ 4,769.15	

CITY OF HATTIESBURG

UNADVERTISED BID RESULTS

OQ# 2501661

ITEM PIPELINE ROAD CLEARING & GRUBBING

BID #1

WINNING BID

COMPANY BNR INVESTMENTS

BID
AMOUNT $28,000.00

BID #2

COMPANY DAYON TREE SERVICE INC

BID

AMOUNT $57,500.00

BID #3

COMPANY

BID
AMOUNT

BID #4

COMPANY

BID
AMOUNT

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.

Sylvester London

Sylvester London, DIVISION MANAGER

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2025

Purchase Order Number **02501661**

Purchase Order Date **01/24/2025**

Department **ENGINEERING**

FID 64-6000432

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1014
212 West Front St
Centennial Building
Hattiesburg, MS 39401

Vendor 48265
BNR INVESTMENTS
4 GUM REED PT
LUMBERTON, MS 39455-5258

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	BNRINVESTMENTS4U@GMAIL.COM	48265	2501566	Sharon Waits	

NOTES

2 QUOTE - PIPELINE ROAD CLEARING & GRUBBING

PLEASE SEND INVOICE TO:
shensarling@hattiesburgms.com

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	2 QUOTE - CLEARING AND GRUBBING ON PIPELINE ROAD AS PER ATTACHED QUOTE GL #: 075695 - 724502 $28,000.00	1.0000	EACH	$28,000.0000	$28,000.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Kamesa Eaton
City Clerk

Total Ext. Price $28,000.00

Purchase Order Total $28,000.00

Quote #476

Awaiting response

City of Hattiesburg
212 West Front Street / Hattiesburg, Mississippi 39401
(601) 310-0051

Sent on Jan 24, 2025

duct / Service

Tree removal and grubbing

Clear and remove all trees, stumps, and small brush within designated area of .057 of an acre. Pink ribbon will designate work area. Work area is located east of the intersection of Classic driver and J Ed Turner road. All tree debris and grubbing debris will be hauled to disposal.

Qty.	Unit Price	Total
1	$28,000.00	$28,000.00

Subtotal	$28,000.00
BnR Investments LLC (0.0%)	$0.00
Total	$28,000.00

; quote is valid for the next 30 days, after which values may be subject to change.

DAYON TREE SERVICE, INC.

389 LYNN RAY ROAD
PETAL, MS 39465-9374

Invoice

Date	Invoice #
1/23/2025	11136

Bill To
City of Hattiesburg 107 Columbia St. Hattiesburg, MS 39401

Due 30 Days

Description	Amount
Labor and Equipment to clear, grub and dispose of vegetation, including trees within designated area. The work begins at the existing asphalt/dirt roadway and extends approximately 40 feet northward, apart from the tapered section along the eastern project boundary. Project site covers approximately .057 acres along Pipeline Rd, east of the intersection of Classic Dr. and J. Ed Turner Dr. in Hattiesburg, MS. Clear, clean up and haul off all debris. Work may take up to 3 weeks to complete.	57,500.00

Total	$57,500.00
Balance Due	$57,500.00

Phone #
6015834158

E-mail	Web Site
mdayon@comcast.net	www.dayontreeservice.com

CITY OF HATTIESBURG

UNADVERTISED BID RESULTS

OQ# 2501670

ITEM OSEOLA MCCARTY PAVILION CONSTRUCTION

BID #1

WINNING GRAY BUILDERS

BID
AMOUNT $19,500.00 (DEMO INCLUDED)

BID #2

COMPANY B.W. SULLIVAN BUILDING CONTRACTOR INC

BID

AMOUNT $22,700.00 (DEMO INCLUDED)

BID #3

COMPANY

BID
AMOUNT

BID #4

COMPANY

BID
AMOUNT

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.

Sylvester London, DIVISION MANAGER

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2025

Purchase Order Number **02501670**

Purchase Order Date **01/27/2025**

Department **PARKS & REC MAINT DIV**

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1008
139 Parkway Blvd.
Hattiesburg, MS 39401

FID 64-6000432

Vendor 2930
GRAY BUILDERS
1714 EDWARDS STREET
HATTIESBURG, MS 39401

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	graybuilders56@gmail.com	2930	2501576	Luisa Alejo	

NOTES

OSEOLA MCCARTY PAVILION CONSTRUCTION TWO QUOTE

ITEM #	DESCRIPTION		QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	OSEOLA MCCARTY PAVILION CONSTRUCTION TWO QUOTE		1.0000	EACH	$19,500.0000	$19,500.00
	GL #: 002300 - 636000	$19,500.00				

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

City Clerk

Total Ext. Price $19,500.00

Purchase Order Total $19,500.00

Docusign Envelope ID: 5CBFFDC5-6DD5-42F2-9523-81DA5E650B50

PARKS & RECREATION

Requested Bid: Parks and Recreation, Administration Office

Project: Oseola McCarty Park located at 500 West Street

Request: January 13, 2025

Quote Due: January 15, 2025

Facility: Oseola McCarty Park, located at 500 West Street

Project Scope: Rebuild the pavilion structure that existed at Osceola McCarty Park. Structure was damaged in fire on December 29 and is not salvageable. Vendor's quote should include all labor, material, equipment and fees to remove remaining pieces from structure following demolition by owner. Pavilion should be rebuilt to specifications including but not limited to: metal roof, posts, hand railing, paint, replacement and wiring of electrical in footprint of existing slab.

Paint colors will be selected and provided by owner.

Vendor may also submit price for demo separate from construction cost.

MATERIALS AND EQUIPMENT COST: $8750.00 Demo = $2000.00

LABOR: $8750.00

TOTAL COMPLETED COST: $19,500.00

RECEIVED
JAN 16 2025
AWARDED

DocuSigned by:
A2563C33656845D...

License 03134 1/13/2025

Vendor Signature *Date*

All quotes must be submitted to Sylvester London or Destiny Jackson at the City of Hattiesburg Purchasing Division. Quotes may be submitted by email at twoquote@hattiesburgms.com or slondon@hattiesburgms.com

PARKS & RECREATION

Requested Bid: Parks and Recreation, Administration Office

Project: Oseola McCarty Park located at 500 West Street

Request: January 13, 2025

Quote Due: January 15, 2025

Facility: Oseola McCarty Park, located at 500 West Street

Project Scope: Rebuild the pavilion structure that existed at Osceola McCarty Park. Structure was damaged in fire on December 29 and is not salvageable. Vendor's quote should include all labor, material, equipment and fees to remove remaining pieces from structure following demolition by owner. Pavilion should be rebuilt to specifications including but not limited to: metal roof, posts, hand railing, paint, replacement and wiring of electrical in footprint of existing slab.

Paint colors will be selected and provided by owner.

Vendor may also submit price for demo separate from construction cost.

MATERIALS AND EQUIPMENT COST: $10,100.00

LABOR: $8,800.00

TOTAL COMPLETED COST: $18,900.00

Add: To Demo damaged structure $3,800.00

Scott Hughes for January 13, 2025

Vendor Signature *Date*

B.W. Sullivan Building Contractor, INC.
4451 Highway 49
Hattiesburg, MS 39401
601-582-2933

All quotes must be submitted to Sylvester London or Destiny Jackson at the City of Hattiesburg Purchasing Division. Quotes may be submitted by email at twoquote@hattiesburgms.com or slondon@hattiesburgms.com

CITY OF HATTIESBURG

UNADVERTISED BID RESULTS

OQ# 2501677

ITEM DEMO & DEBRIS REMOVAL – 514 E FRONT ST

BID #1

WINNING BID

COMPANY FLANAGAN CONSTRUCTION

BID
AMOUNT $34,200.00

BID #2

COMPANY MSP ENTERPRISES LLC

BID

AMOUNT $47,193.00

BID #3

COMPANY

BID
AMOUNT

BID #4

COMPANY

BID
AMOUNT

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.

Sylvester London, DIVISION MANAGER

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2025

Purchase Order Number **02501677**

Purchase Order Date **01/27/2025**

Department **G/G INS. OTH SERV**

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1000
200 Forrest St - 2nd Floor
Hattiesburg, MS 39401

FID 64-6000432

Vendor 49324
FLANAGAN CONSTRUCTION
P.O. BOX 15033
HATTIESBURG, MS 39404-5033

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
		49324	2501573	Archie Brewton	

NOTES

TWO QUOTE-DEMO & DEBRIS REMOVAL -514 E. FRONT ST

PLEASE SEND INVOICE TO ABREWTON@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	TWO QUOTE-DEMO & DEBRIS REMOVAL- 514 E FRONT STREET PPIN 15625	1.0000	EACH	$34,200.0000	$34,200.00
	GL #: 001095 - 699900 $34,200.00				

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

City Clerk

Total Ext. Price $34,200.00

Purchase Order Total $34,200.00

City of Hattiesburg
514 E. Front Street Building
Demolition Specifications

Vendor shall provide labor, equipment and any and all other materials necessary to demolish and remove debris from 514 E. Front Street (PPIN# 15625). Demolition shall include all walls, roofing, foundation and all other debris from the site. Vendor shall comply with all city, state and federal requirements related to demolition of structures and confirm the disconnection of all utilities in advance of demolition. As this building presents a safety issue in its current condition, demolition must be initiated within 7 days of issuance of purchase order and completed within 45 days of issuance of purchase order.

Vendor shall provide lump sum price for all work to include disposal.

Lump Sum Bid: $34,200.00

Date: January 24, 2025

Signature: Craig Flanagan

FLANAGAN CONSTRUCTION CO.

P.O. BOX 15033

HATTIESBURG, MS. 39404

601-408-3682

RECEIVED
JAN 24 2025
AWARDED

MSP ENTERPRISES, LLC
Commercial and Residential Building and Remodeling
683 R.V. Lindley Road Moselle, MS 39459 COR #23400-MC CELL 601-270-3702
Facebook: MSP Enterprises, LLC Website: MSPEnterprises.biz
Email: msp.ent@aol.com

January 23, 2025

City of Hattiesburg

RE: 514 E. Front Street Building
Demolition

WORK PROPOSAL

*Denotes disclaimer

DESCRIPTION OF WORK	PRICE
Labor, equipment and all other materials necessary to demolish and remove debris from 514 E. Front Street (PPIN# 15625). Demolition shall include all walls, roofing, foundation and all other debris from the site. (This does include disposal) (This includes the parking lot, demolition, and leveling of the lot after demolition). MSP Enterprises, LLC, will comply with all city, state and federal requirements related to demolition of structures and confirm the disconnection of all utilities in advance of demolition. Demolition will start within 7 days of issuance of purchase order and completed within 45 days of issuance of purchase order. *This bid does NOT include asbestos testing, asbestos abatement, or disposal.	$47,193
TOTAL	**$47,193**

Respectfully Submitted,

Mike Patterson
MSP Enterprises

CITY OF HATTIESBURG

UNADVERTISED BID RESULTS

OQ# 2501795

ITEM TRUCK

BID #1

WINNING WALT MASSEY CHEVROLET

BID
AMOUNT $65,950.00

BID #2

COMPANY COAST CHEVROLET (MANDY PHILLIPS)

BID

AMOUNT $75,639.90

BID #3

COMPANY

BID
AMOUNT

BID #4

COMPANY

BID
AMOUNT

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.

Sylvester London, DIVISION MANAGER

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2025

Purchase Order Number **02501795**

Purchase Order Date **02/03/2025**

Department **WATER BILLING**

FID 64-6000432

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1010
105 South Park Ave
Hattiesburg, MS 39401

Vendor 4576
WALT MASSEY CHEVROLET
1501 WEST PINE STREET
HATTIESBURG, MS 39401

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	DANNYMOORMAN@WALTMASSEY.COM	4576	2501673	Wanda Turner	

NOTES

TWO QUOTE TRUCK WALT MASSEY WATER BILLING

EMAIL INVOICE TO WTURNER@HATTIESBURGMS.COM

ITEM #	DESCRIPTION		QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	2024 COLORADO 2WD WT CREW CAB TWO QUOTE WALT MASSEY		1.0000	EACH	$32,975.0000	$32,975.00
	GL #: 009660 - 742000	$32,975.00				
2	2024 COLORADO 2WD WT CREW CAB TWO QUOTE WALT MASSEY		1.0000	EACH	$32,975.0000	$32,975.00
	GL #: 009660 - 742000	$32,975.00				

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Kennon Eaton
City Clerk

Total Ext. Price $65,950.00

Purchase Order Total $65,950.00

◀ PULL THIS STRIP TO EXPOSE ADHESIVE

CHEVROLET

2024 COLORADO 2WD WT CREW CAB

EXTERIOR: SUMMIT WHITE
INTERIOR: JET BLACK

ENGINE, 2.7L TURBOMAX
TRANSMISSION, 8-SPEED AUTOMATIC

Visit us at www.chevy.com

STANDARD EQUIPMENT

ITEMS FEATURED BELOW ARE INCLUDED AT NO EXTRA CHARGE IN THE STANDARD VEHICLE PRICE SHOWN

OWNER BENEFITS
- 3 YEAR/36,000 MILE* BUMPER-TO-BUMPER LIMITED WARRANTY
- 5 YEAR/60,000 MILE* POWERTRAIN LIMITED WARRANTY, ROADSIDE ASSISTANCE & COURTESY TRANSPORTATION
- FIRST MAINTENANCE VISIT *WHICHEVER COMES FIRST SEE CHEVROLET.COM OR DEALER FOR TERMS, DETAILS & LIMITS

PERFORMANCE & MECHANICAL
- AUTOMATIC START/STOP
- WHEELS, 17" ULTRA SILVER METALLIC STEEL
- TIRES, ALL-SEASON, BLACKWALL
- CAPLESS FUEL FILL

CONNECTIVITY & TECHNOLOGY
- 3 YEARS REMOTE ACCESS PLAN; ONSTAR & WI-FI DATA CAPABLE SEE ONSTAR.COM FOR TERMS
- SIRIUSXM AUDIO WITH SXM TRIAL SUBSCRIPTION
- KEYLESS START
- REMOTE KEYLESS ENTRY
- HITCH VIEW

INTERIOR
- 11.3" DIAG ADVANCED COLOR LCD DISPLAY WITH GOOGLE BUILT-IN COMPATIBILITY INCLUDING NAV CAPABILITY, CONNECTED APPS
- WIRELESS APPLE CARPLAY/ ANDROID AUTO FOR COMPATIBLE PHONES
- DRIVER INFORMATION CENTER, 11 DIAGONAL DIGITAL DISPLAY
- JET BLACK CLOTH SEATS
- SEAT ADJUSTER, DRIVER 6-WAY MANUAL
- SEAT, REAR 60/40 SPLIT-FOLD W/ FOLDING BENCH WITH STORAGE
- REAR SEAT REMINDER
- WINDOWS, POWER FRONT, DRIVER EXPRESS DOWN
- WINDOW, POWER WITH FRONT PASS EXPRESS DOWN
- SEAT ADJUSTER, FRONT PASSENGER 4-WAY MANUAL
- LIGHTING, INTERIOR

EXTERIOR
- CORNERSTEP, REAR BUMPER
- HEADLAMPS, HALOGEN

SAFETY & SECURITY
- CHEVY SAFETY ASSIST:
- INTELLIBEAM-AUTO HIGH BEAM
- FOLLOWING DISTANCE INDICATOR,
- FORWARD COLLISION ALERT
- LANE KEEP ASSIST W/ LANE DEPARTURE WARNING
- AUTOMATIC EMERGENCY BRAKING
- FRONT PEDESTRIAN AND BICYCLIST BRAKING
- TEEN DRIVER

MANUFACTURER'S SUGGESTED RETAIL PRICE

STANDARD VEHICLE PRICE	**$29,800.00**

OPTIONS & PRICING

OPTIONS INSTALLED BY THE MANUFACTURER (MAY REPLACE STANDARD EQUIPMENT SHOWN)

ENGINE, 2.7L TURBOMAX	1,050.00
TRAILERING EQUIPMENT PACKAGE:	480.00
WT CONVENIENCE PACKAGE:	415.00
• REAR WINDOW, SLIDING	
• TAILGATE, REMOTE LOCKING	
• REAR WINDOW DEFROSTER	
• CENTER CONSOLE, FLOOR	
• CRUISE CONTROL	
TIRE, SPARE, ALL-SEASON BLACKWALL	235.00
220 AMP ALTERNATOR	150.00
REAR AXLE 3.42 RATIO	INC.

TOTAL OPTIONS	$2,330.00
TOTAL VEHICLE & OPTIONS	$32,130.00
DESTINATION CHARGE	1,595.00
TOTAL VEHICLE PRICE*	**$33,725.00**

32,975.00
DK
D. Moor

EPA DOT Fuel Economy and Environment

Gasoline Vehicle

COLORADO 2WD

Small pickup trucks range from 16 to 37 MPG. The best vehicle rates 140 MPGe.

Fuel Economy

21 MPG

combined city/hwy

19 city

24 highway

4.8 gallons per 100 miles

You spend **$3,000** more in fuel costs over 5 years compared to the average new vehicle.

GFE

Annual fuel cost

$2,550

Fuel Economy & Greenhouse Gas Rating (tailpipe only)

4

1 — 10 Best

Smog Rating (tailpipe only)

7

1 — 10 Best

This vehicle emits 420 grams CO_2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs $9,750 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $3.60 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone QR Code™

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★
Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash	Driver	★★★★
	Passenger	★★★★

Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

Side Crash	Front seat	★★★★
	Rear seat	★★★★★

Based on the risk of injury in a side impact.

Rollover ★★★
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4236

Equipped with the safety and security of OnStar®
Visit onstar.com for details.
onstar.com/privacy

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:
U.S./CANADIAN PARTS CONTENT: 51%
MAJOR SOURCES OF FOREIGN PARTS CONTENT: MEXICO 19%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:
FINAL ASSEMBLY POINT:
WENTZVILLE, MO U.S.A.
COUNTRY OF ORIGIN:
ENGINE: UNITED STATES
TRANSMISSION: UNITED STATES

This label has been applied pursuant to Federal law – Do not remove prior to delivery to the ultimate purchaser. "Includes Manufacturer's Recommended Pre-Delivery Service. Does not include dealer installed options and accessories not listed above, local taxes or license fees.

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GMLBL_PROD_0043 – 10/23/2023

RECEIVED
FEB – 2 2025
AWARDED

◀ PULL THIS STRIP TO EXPOSE ADHESIVE

CHEVROLET

2024 COLORADO 2WD WT CREW CAB

EXTERIOR: SUMMIT WHITE
INTERIOR: JET BLACK

ENGINE, 2.7L TURBOMAX
TRANSMISSION, 8-SPEED AUTOMATIC

Visit us at www.chevy.com

STANDARD EQUIPMENT

ITEMS FEATURED BELOW ARE INCLUDED AT NO EXTRA CHARGE IN THE STANDARD VEHICLE PRICE SHOWN

OWNER BENEFITS
- 3 YEAR/36,000 MILE* BUMPER-TO-BUMPER LIMITED WARRANTY
- 5 YEAR/60,000 MILE* POWERTRAIN LIMITED WARRANTY, ROADSIDE ASSISTANCE & COURTESY TRANSPORTATION
- FIRST MAINTENANCE VISIT *WHICHEVER COMES FIRST SEE CHEVROLET.COM OR DEALER FOR TERMS, DETAILS & LIMITS

PERFORMANCE & MECHANICAL
- AUTOMATIC START/STOP
- WHEELS, 17" ULTRA SILVER METALLIC STEEL
- TIRES, ALL-SEASON, BLACKWALL
- CAPLESS FUEL FILL

CONNECTIVITY & TECHNOLOGY
- 3 YEARS REMOTE ACCESS PLAN; ONSTAR & WI-FI DATA CAPABLE SEE ONSTAR.COM FOR TERMS
- SIRIUSXM AUDIO WITH SXM TRIAL SUBSCRIPTION
- KEYLESS START
- REMOTE KEYLESS ENTRY
- HITCH VIEW

INTERIOR
- 11.3" DIAG ADVANCED COLOR LCD DISPLAY WITH GOOGLE BUILT-IN COMPATIBILITY INCLUDING NAV CAPABILITY, CONNECTED APPS
- WIRELESS APPLE CARPLAY/ ANDROID AUTO FOR COMPATIBLE PHONES
- DRIVER INFORMATION CENTER, 11 DIAGONAL DIGITAL DISPLAY
- JET BLACK CLOTH SEATS
- SEAT ADJUSTER, DRIVER 6-WAY MANUAL
- SEAT, REAR 60/40 SPLIT-FOLD W/ FOLDING BENCH WITH STORAGE
- REAR SEAT REMINDER
- WINDOWS, POWER FRONT, DRIVER EXPRESS DOWN
- WINDOW, POWER WITH FRONT PASS EXPRESS DOWN
- SEAT ADJUSTER, FRONT PASSENGER 4-WAY MANUAL
- LIGHTING, INTERIOR

EXTERIOR
- CORNERSTEP, REAR BUMPER
- HEADLAMPS, HALOGEN

SAFETY & SECURITY
- CHEVY SAFETY ASSIST:
- INTELLIBEAM-AUTO HIGH BEAM
- FOLLOWING DISTANCE INDICATOR,
- FORWARD COLLISION ALERT
- LANE KEEP ASSIST W/ LANE DEPARTURE WARNING
- AUTOMATIC EMERGENCY BRAKING
- FRONT PEDESTRIAN AND BICYCLIST BRAKING
- TEEN DRIVER

MANUFACTURER'S SUGGESTED RETAIL PRICE

STANDARD VEHICLE PRICE	**$29,800.00**

OPTIONS & PRICING

OPTIONS INSTALLED BY THE MANUFACTURER (MAY REPLACE STANDARD EQUIPMENT SHOWN)

ENGINE, 2.7L TURBOMAX	1,050.00
SAFETY PACKAGE:	505.00
• REAR CROSS TRAFFIC BRAKING	
• BLIND ZONE STEERING ASSIST	
• REAR PARK ASSIST	
• POWER DUAL OUTSIDE MIRRORS, HEATED	
WT CONVENIENCE PACKAGE:	415.00
• REAR WINDOW, SLIDING	
• TAILGATE, REMOTE LOCKING	
• REAR WINDOW DEFROSTER	
• CENTER CONSOLE, FLOOR	
• CRUISE CONTROL	
TIRE, SPARE, ALL-SEASON BLACKWALL	235.00
FLOOR COVERING, FULL LENGTH VINYL	50.00
FRONT LICENSE PLATE MOUNT	40.00
REAR AXLE 3.42 RATIO	INC.
TOTAL OPTIONS	$2,295.00
TOTAL VEHICLE & OPTIONS	$32,095.00
DESTINATION CHARGE	1,595.00
TOTAL VEHICLE PRICE*	**$33,690.00**

$32,975.00
OK
DM

EPA DOT Fuel Economy and Environment

Gasoline Vehicle

COLORADO 2WD

Small pickup trucks range from 16 to 37 MPG. The best vehicle rates 140 MPGe.

Fuel Economy

21 MPG combined city/hwy

19 city

24 highway

4.8 gallons per 100 miles

You spend **$3,000** more in fuel costs over 5 years compared to the average new vehicle.

GFE

Annual fuel cost $2,550

Fuel Economy & Greenhouse Gas Rating (tailpipe only): 4 (1 – 10, Best)

Smog Rating (tailpipe only): 7 (1 – 10, Best)

This vehicle emits 420 grams CO_2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs $9,750 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $3.60 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone QR Code™

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★
Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash	Driver	★★★★
	Passenger	★★★★

Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

Side Crash	Front seat	★★★★
	Rear seat	★★★★★

Based on the risk of injury in a side impact.

Rollover ★★★
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4236

Equipped with the safety and security of OnStar®:
Visit onstar.com for details.
onstar.com/privacy

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:
U.S./CANADIAN PARTS CONTENT: 51%
MAJOR SOURCES OF FOREIGN PARTS CONTENT: MEXICO 19%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:
FINAL ASSEMBLY POINT:
WENTZVILLE, MO U.S.A.
COUNTRY OF ORIGIN:
ENGINE: UNITED STATES
TRANSMISSION: UNITED STATES

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GMLBL_PROD_0043 – 10/23/2023

RECEIVED
FEB - 2 2025
AWARDED

2024 Chevrolet Colorado 2wd crew cab
Exterior: Summit White
8 speed automatic

PRICE: 32,975.00

DELIVERY DATE: ANYTIME/OR 1-31-25

PRICE EXPIRATION: 1-31-25

TOTAL BID PRICE: 32,975.00

Fleet mgr

Jay Moorman

WALT MASSEY AUTOMOTIVE

601-947-4559

1-28-2025

Purchase Agreement

Mandy Phillips
Coast Chevrolet
4012 14th St
Pascagoula, MS 39567

Buyer	Co-Buyer	Vehicle
Wanda Turner E: (601) 545-4631 slondon@hattisburgms.com		2024 Chevrolet Colorado 2WD LT VIN: 1GCPSCEK7R1126349 Stock #: CT126349 Mileage: 15 Color: Summit White

Purchase Details	
Retail Price:	$41,760.00
Sales Price:	$39,000.00
Savings:	$2,760.00
Accessories:	$0.00
Service Contract:	$0.00
GAP:	$0.00
Government Fees:	$0.00
Proc/Doc Fees:	$425.00
Total Taxes:	$1,971.25
Total Sales Price:	$41,396.25
Trade Allowance:	$0.00
Trade Payoff:	$0.00
Trade Equity:	$0.00
Rebate:	$0.00
Cash Down:	$0.00
Cash Price:	$41,396.25

X _____
Customer Signature

_____
Date

X _____
Manager Signature

_____
Date

Disclaimer:

With approved credit

Printed 1/28/25 11:00 AM

Purchase Agreement

Mandy Phillips
Coast Chevrolet
4012 14th St
Pascagoula, MS 39567

Buyer	Co-Buyer	Vehicle
Wanda Turner E: (601) 545-4631 slondon@hattisburgms.com		2024 Chevrolet Colorado 2WD Work Truck VIN: 1GCPSBEK1R1210676 Stock #: CT1210676 Mileage: 6 Color: Summit White

Purchase Details	
Retail Price:	$34,490.00
Sales Price:	$32,188.00
Savings:	$2,302.00
Accessories:	$0.00
Service Contract:	$0.00
GAP:	$0.00
Government Fees:	$0.00
Proc/Doc Fees:	$425.00
Total Taxes:	$1,630.65
Total Sales Price:	$34,243.65
Trade Allowance:	$0.00
Trade Payoff:	$0.00
Trade Equity:	$0.00
Rebate:	$0.00
Cash Down:	$0.00
Cash Price:	$34,243.65

X _____
Customer Signature

_____
Date

X _____
Manager Signature

_____
Date

Printed 1/28/25 11:03 AM

Disclaimer:

With approved credit

CITY OF HATTIESBURG

UNADVERTISED BID RESULTS

OQ# 2501994

ITEM CLEARING & GRADING DITCH – SOUTH 21ST AV

BID #1

WINNING PINEBELT STORM DRAIN SOLUTIONS, LLC

BID
AMOUNT $8,330.00

BID #2

COMPANY HOMESTEAD SERVICES, LLC

BID

AMOUNT $9,500.00

BID #3

COMPANY

BID
AMOUNT

BID #4

COMPANY

BID
AMOUNT

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.

Sylvester London, DIVISION MANAGER

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2025

Purchase Order Number **02501994**

Purchase Order Date **02/14/2025**

Department **DRAINAGE DIVISION**

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1012
1202 James St
Hattiesburg, MS 39401

FID 64-6000432

Vendor 50520
PINEBELT STORM DRAIN SOLUTIONS, LLC
102 LAKELAND DRIVE
HATTIESBURG, MS 39402-9231

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	DTHRONSON@YMAIL.COM	50520	2501828	Archie Brewton	

NOTES

TWO QUOTE CLEARING & GRADING DITCH - SOUTH 21AT AV

PLEASE SEND INVOICE TO ABREWTON@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	TWO QUOTE- CLEARING & GRADING DRAINAGE DITCH - SOUTH 21ST AVENUE	1.0000	EACH	$8,330.0000	$8,330.00
	GL #: 001206 - 636000 $8,330.00				

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Kimes Eaton
City Clerk

Total Ext. Price $8,330.00

Purchase Order Total $8,330.00

1002

PineBelt Storm Drain Solutions

102 Lakeland Dr
Hattiesburg, MS 39402 US
dthronson@ymail.com

Estimate

ADDRESS
City of Hattiesburg

ESTIMATE 1027
DATE 10/07/2024

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
		SITE 3			
	Services	CLEARING AND GRADING	150	17.50	2,625.00
	Services	DITCH FABERIC	150	4.70	705.00
	Services	DITCH RIP RAP TONS	20	250.00	5,000.00

SUBTOTAL	8,330.00
TAX	0.00
TOTAL	**$8,330.00**

Accepted By

Accepted Date

RECEIVED
FEB 14 2025
AWARDED

ESTIMATE

Homestead Services. LLC
1552 PO Box
Hattiesburg, MS 39403

office@homesteadservices.net
+1 (601) 297-0844

Bill to
City of Hattiesburg

Ship to
City of Hattiesburg

Estimate details
Estimate no.: 116
Estimate date: 09/23/2024
Expiration date: 10/23/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Services**	S. 21st AVE - GRUB & RIP RAP DRAINAGE DITCH x 253' (est.) Mobilization / Light grubbing of drainage ditch / Haul all Debris / Grade Ditch for Pos. Drainage into Gordon's Creek / Install Geotextile Fabric & Stapled / Import #100-200 RipRap / Spread Grass Seed & Hay Mulch / Site Cleanup & Demobilization	1	$9,500.00	$9,500.00

Total **$9,500.00**

Note to customer

*EXCLUSIONS- No permitting, design, engineering, testing- Price does not include: City/County fees, taxes, nor bonds- Any standby equipment & labor rates incurred to conditions not directly resulting from Homestead Dirt Works & Mulching/Homestead Services, LLC, will be billed at a standard daily rate

MSCOR# 24143-SC

Expiry date 10/23/2024

Accepted date **Accepted by**

CITY OF HATTIESBURG

UNADVERTISED BID RESULTS

OQ# 2502044

ITEM HERBICIDE APPLICATION ON DITCHES

BID #1

WINNING CHEMPRO SERVICES

BID
AMOUNT $69,900.00

BID #2

COMPANY KELLIS VEGETATION MANAGEMENT

BID

AMOUNT $76,000.00

BID #3

COMPANY

BID
AMOUNT

BID #4

COMPANY

BID
AMOUNT

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.

Sylvester London, DIVISION MANAGER

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2025

Purchase Order Number **02502044**

Purchase Order Date **02/20/2025**

Department **STREET DIVISION**

FID 64-6000432

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1012
1202 James St
Hattiesburg, MS 39401

Vendor 2460
CHEMPRO SERVICES
3311 GULF BREEZE PKWY, #350
GULF BREEZE, FL 32563

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	BKIDD@CHEMPROSERVICES.COM	2460	2501871	Teresa Evans	

NOTES

2 QUOTE/HERICIDE APPLICATION ON DITCHES

Please send invoice to tevans@hattiesburg@hattiesburgms.com

ITEM #	DESCRIPTION		QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	SEE ATTACHED DOCUMENTS-FOR 4 APPICATION		1.0000	EACH	$69,900.0000	$69,900.00
	GL #: 001201 - 604900	$69,900.00				

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Kennon Eaton
City Clerk

Total Ext. Price $69,900.00

Purchase Order Total $69,900.00

ChemPro Services, Inc.
2953 Bienville Blvd #132
Ocean Springs, MS 39564

(228) 447-4127 | (866) 485-8655 (Fax)
sales@chemproservices.com

PROPOSAL

Proposal Number	20865

Customer Service Location:

City of Hattiesburg
1202 James St

Bill To (please include billing email):

City of Hattiesburg
P O Box 1898
Hattiesburg, MS 39403
cfluker@hattiesburgms.com
jmcclain@hattiesburgms.com

Customer Contact	Ann Jones	Customer Phone	(601) 545-4648	Proposal Date	1/27/2025
Customer E-mail	annjones@hattiesburgms.com	P.O. Number		Sales Rep	BWK

Description	Qty	Rate	Total
2025 Weed Control Services			
PO #:			
ChemPro Services will provide herbicide application and aquatic brush control in city ditches and relief waterway rights of way. In addition, all aquatic vegetation actively growing in the waterways will be targeted.			
Scope of Work: Work scope is based on drainage ditches and measurements provided in the RFQ. Approximately 140 acres.			
Schedule: 4 Applications			
Late Winter/Early Spring	1	19,650.00	19,650.00
Late Spring/Early Summer	1	19,650.00	19,650.00
Late Summer/Early Fall	1	19,650.00	19,650.00
Late Fall	1	10,950.00	10,950.00
Delivery Date: Scheduled Upon Request Expiration Date: 120 days			
TOTAL			**$69,900.00**

RECEIVED
FEB 20 2025
AWARDED

REMITTANCE ADDRESS: 3311 Gulf Breeze Pkwy #350, Gulf Breeze, FL 32563
Terms are Net 30 unless otherwise agreed

Herbicide Rates and Application are tailored to each site and may require additional applications, depending on site conditions, weather, and herbicide selection. Circumstances are specific to the customer and the services purchased. ChemPro Services will maintain adequate insurance at all times. ChemPro guarantees proper licensure per EPA Label and state requirements.

_____

Customer Signature

Jamie Rauch
Sales Support

ChemPro Services, Inc.

Kellis Vegetation Management
P.O. Box 1375
Columbiana, AL 35051 US
+12056695545
admin@kellisvegetation.com
www.kellisvegetation.com

Estimate

ADDRESS
Mr. Ronnie Perkins City of Hattiesburg P.O. Box 1898 Hattiesburg, MS 39403 39403

ESTIMATE #	DATE
8395-68	01/27/2025

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

ACTIVITY	AMOUNT
Drainage Applications: Selective control of undesirable species in drainage infrastructure.	
Scope: 140 Acres	
Schedule 4x per year	
Application 1: Mar-April	19,000.00
Application 2: May - Jun	19,000.00
Application 3: July - Aug	19,000.00
Application 4: Sep - Nov	19,000.00

If you wish to pay by Credit card, the 3% processing fee will be added to your invoice. Checks can be mailed to P.O. Box 1375 - Columbiana, AL 35051 for no additional fee.
Please review the attached estimate.

TOTAL **$76,000.00**

Accepted By

Accepted Date

CITY OF HATTIESBURG

UNADVERTISED BID RESULTS

OQ# 2502084

ITEM EAR BUDS

BID #1

WINNING COMLINK WIRELESS TECHNOLOGIES INC

BID
AMOUNT $3,225.00

BID #2

COMPANY IMPACT RADIO ACCESSORIES

BID

AMOUNT $4,769.15

BID #3

COMPANY

BID
AMOUNT

BID #4

COMPANY

BID
AMOUNT

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.

Sylvester London

Sylvester London, DIVISION MANAGER

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2025

Purchase Order Number **02502084**

Purchase Order Date **02/24/2025**

Department **HATTIESBURG POLICE DEPARTMENT**

FID 64-6000432

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1032
#1 Government Plaza
Police Department
Hattiesburg, MS 39401

Vendor 2526
COMLINK WIRELESS TECHNOLOGIES INC
PO BOX 2511
KELLER, TX 76244-2511

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	INFO@COMLINKTECH.COM	2526	2777	Valente Hunt	

NOTES

TWO QUOTE EAR BUD-HPD

ITEM #	DESCRIPTION		QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	ESTIMATE# 24098 GOLD SERIES 1WIRE SURVEILLANCE KIT W/ INLINE FULL SIZE PTT ITEM# M11-G1W GL #: 001100 - 546000	$1,837.50	75.0000	EACH	$24.5000	$1,837.50
2	ACOUSTIC TUBE AND EAR BUD ITEM# AT2 GL #: 001100 - 546000	$1,387.50	75.0000	EACH	$18.5000	$1,387.50

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Kennon Eaton
City Clerk

Total Ext. Price $3,225.00

Purchase Order Total $3,225.00

COMLINK
WIRELESS TECHNOLOGIES INC

EmPOWERing
Two-Way
Communication

PO Box 2511
Keller, TX 76244

Estimate

DATE	ESTIMATE #
2/21/2025	24098

BILL TO
Sylvester London City of Hattiesburg PO Box 1898 Hattiesburg, MS 39403-1898

SHIP TO
Major Weaver Hattiesburg Police Department 300 Klondyke Street Hattiesburg, MS 39401 SLONDON@HATTIESBURGMS.COM 601-554-3746

Item	Description	Qty	Rate	Amt
M11-G1W	Gold Series 1-Wire Surveillance kit w/inline FULL SIZE PTT	75	$24.50	$1,837.50
AT2	Acoustic tube and ear bud	75	$18.50	$1,387.50

SUBTOTAL	$3,225.00
SHIPPING	$0.00
DISCOUNT	$0.00
TAX	$0.00
TOTAL	$3,225.00

FOB DESTINATION

IF YOU HAVE ANY QUESTIONS REGARDING THIS ESTIMATE EITHER EMAIL INFO@COMLINKTECH.COM OR CALL 800-853-8165.

PLEASE NOTE OUR CHANGE OF ADDRESS

RECEIVED
FEB 20 2025
AWARDED

Sales Quote 5109

2025 February 18.

City of Hattiesburg
Valente Hunt
P.O. BOX 1898
HATTIESBURG, 39401
MS
USA
Email: vhunt@hattiesburgms.com
Phone#: 601-545-4506

Impact Radio Accessories
301 N Green Meadows Drive
Unit F
Wilmington, 28405
North Carolina
USA

PO #	Salesperson	Payment Terms	Shipment Method	FOB
	End User	NET 30		NC

CITY OF HATTIESBURG 2-QUOTE
Available Immediately (In Stock in NC)
ETA Less Then 7 Days From Final Approval Date
Pricing Valid for 60 Days
Quoted by Matt Schafer 02-18-2025

No.	Description	Quantity	Unit Price Excl. Tax	Line Amount Excl. Tax
M11-G1W	1 wire earpiece w/PTT & mic - cable only	75	44.83	2,689.8
AT-2	Heavy duty clear coil acoustic tube 'gold series'	75	34.49	2,069.4
FREIGHT	Freight	1	9.95	9.95

Subtotal	4,769.15
Total Tax	0.00
Total $ Incl. Tax	**4,769.15**

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Sylvester London, Division Manager**

cc: **Marybeth Bergin, Director of Transportation and Engineering**

Date: **Tuesday, March 4, 2025**

Re: **Acknowledge receipt of bids received on January 30, 2025, for the Engineering Department Term Bids and accept the bids as peer recommendation in the attached memorandum.**
File Number: 2025-171
Minute Book #

Summary
Acknowledge receipt of bids received on January 30, 2025, for the Engineering Department Term Bids and accept the bids as peer recommendation in the attached memorandum.

Recommendation Statement
I recommend approval of this item.

Please place this on the March 4, 2025 City Council meeting for consideration.

SPECIFICATIONS FOR ITEM #25: CONCRETE & BRICK TRANSPORTATION STRUCTURES FOR THE CITY OF HATTIESBURG

Bidder shall bid on furnishing materials, labor, forms and equipment to install concrete & brick transportation structures for the Engineering Department, which meets or exceeds Mississippi Highway Standard Specifications for Roads & Bridge Construction, 2004, together with all provisions and/or addendums to the standards, amendments and/or special duty approved and adopted.

Bid prices include excavation & subgrade preparation necessary for construction of bid items. Temporary traffic control for construction zones shall be included in bid price and subject to referenced specifications. Contractor shall follow the Manual on Uniform Traffic Control Devices.

Bidder shall use Street Bond system or approved equal when stamping asphalt. Bidder shall match existing asphalt stamping which is a Street Bond "terra cotta ". Bidder shall include all equipment, paint and other items necessary to properly stamp asphalt.

Sidewalk construction and curb ramps shall meet current ADA Design Guidelines. Appurtenances associated with accessible design, such as detectable warning strips, shall be included in pay item bid prices.

Adjustment of City Utilities refers to the adjustment of the elevation of City infrastructure that may fall within or interfere with construction of sidewalk, driveway or any other infrastructure that is requested to be constructed. Utilities refers to only the lid or other structure covering the utility, this includes but is not limited to, Water valve box, water meter box, or any other type of structure of similar structure. This is not the physical relocation of said utility. This item shall include all material and personnel necessary to perform this task.

Bump Grinding refers the grinding of City sidewalks and streets for the purpose of removing any abrupt elevation changes in the pavement that can be reduced to smooth the surface. This item shall include all material and personnel necessary to perform this task.

Street sweeping shall include necessary people and equipment to sweep city streets and dispose of any

material that is obtained while sweeping. This is a per each item. Meaning if necessary, the City may require more than one sweeper. This will be paid for based on the hours each street sweeper operates.

Polymer Cement Surface System- Contractor shall meet MDOT spec SP 907-417-1

Minor Structures shall include all necessary people and equipment including steel to construct the structure requested. This includes but in not limited to Junction boxes, Inlet boxes or any other type of concrete structure that maybe needed.

Sod shall include centipede, Bermuda and St Augustine

Work performed under the terms of this contract which provides new installation of City sidewalks and other structure shall not exceed one hundred and fifty thousand dollars ($150,000.00) per project as provided by state law. The City of Hattiesburg reserves the right to bid any and all projects, as determined by the City Engineer and/or Public Works Director, on an individual basis and have said work performed by the successful bidder, or have work performed under this contract, whichever is in the City's best interest.

Pursuant to Section 31-5-51 of the Mississippi Code (Amended) which requires certain vendors have liability insurance, the successful bidder shall furnish to the City of Hattiesburg, before entering into any such contract, proof of general liability insurance coverage in the amount not less than one million dollars ($1,000,000.00) for bodily injury and property damage.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PRICES shall be FIRM for a period beginning January 31, 2025, and ending December 31, 2027, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

PAYMENT TERMS: Remittance within forty-five (45) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, January 30, 2025 in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

BID
ITEM #25 CONCRETE & BRICK TRANSPORTATION STRUCTURES
SUBMITTED BY 10:00 A.M. THURSDAY, JANUARY 30, 2025

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

APPROVED on this, the 7th day of January 2025.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____

CITY CLERK

BID FORM FOR ITEM #25 - CONCRETE AND BRICK TRANSPORTATION STRUCTURES FOR THE CITY OF HATTIESBURG

PAY ITEM	UNITS	UNIT PRICE
4" Concrete Sidewalk, Without Reinforcement (including excavation)	S.Y.	85.00
6" Concrete Sidewalk, Without Reinforcement(including excavation)	S.Y.	95.00
Concrete Curb, Header	L.F.	40.00
Combination Concrete Curb & Gutter	L.F.	44.00
Stamping Asphalt	S.Y.	120.00
Roadway Brick Paving Repair, Including 4" Concrete Base & Dry Sand Bedding and Joint Fill; Bricks Provided by Contractor	S.Y.	395.00
Roadway Brick Paving Repair, Including 4" Concrete Base & Dry Sand Bedding and Joint Fill; Bricks Provided by City	S.Y.	350.00
Concrete Driveway, Without Reinforcement	S.Y.	101.00
Concrete Median and/or Island Pavement, 6"	S.Y.	78.00
Imprinted Aggregate Reinforced Preformed Thermoplastic Pavement Markers	S.F.	25.00
Demolition of Curbs	L.F.	N/A
Demolition of Sidewalks	S.Y.	30.00
ADA Ramps	S.Y.	485.00

Truncated Domes	S.F.	38.00
Truncated Domes (in Radius)	S.F.	39.00
Select Fill	C.Y.	50.00
Sod	S.Y.	15.00
Minor Structures (0.5 CY- 3CY)	C.Y.	3300.00
Minor Structures (3CY- 6CY)	C.Y.	3100.00
Minor Structures (6 CY- 6CY)	C.Y.	2900.00
Saw Cutting (All Depths)	L.F.	16.00
Crushed Conc.	Ton	40.00
Top Soil	C.Y.	30.00
Adjustment of City Utilities	E.A.	310.00
Bump Grinding (All depths)	S.Y	330.00
Street Sweeping (per unit)	HR	330.00
Polymer Cement Surface system	S.F.	25.00
Removal of Conc. Structures	SY	60.00
Exposed Aggregate Sidewalk 4"	S.Y.	180.00
Exposed Aggregate Sidewalk 6"	S.Y.	230.00
Brick paver border	L.F	35.00
Removal of Concrete curb	L.F.	40.00
Total bid price		$12,916.00

RJM McQueen Contracting, Inc
NAME OF COMPANY

80 Ramsey McQueen Road
STREET/P.O. ADDRESS

Collins, MS 39428
CITY/STATE & ZIP CODE

601-765-6561 brandy@rjmmcqueen.com
PHONE NUMBER & EMAIL

1/30/2025
DATE OF BID

Christian McQueen, Vice President
OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

Mary E Bergi
2/24/25

Project Name: City of Hattiesburg Supply Contract Quote

Estimator: City of Hattiesburg
Company:
Phone:
Email:
Fax:

Effective Date: 01/30/2025

PRICES GOOD THROUGH: 12/31/24

Please find below a quotation for the above referenced project.

Concrete	UOM	PRICE
3000PSI CONCRETE 3 TO 5 INCH SLUMP	cy	$ 161.00
3500PSI CONCRETE 3 TO 5 INCH SLUMP	cy	$ 166.00
4000PSI CONCRETE 3 TO 5 INCH SLUMP	cy	$ 171.00
3000PSI PEA GRAVEL MIX (PUMPABLE)	cy	$ 170.00
	cy	
	cy	
	cy	
	cy	
	cy	
	cy	
	cy	

Concrete Accessories	UOM	PRICE
Limestone aggregate (If applicable)	cy	$ 25.00
Straight Cement	cy	$ 8.00
Mid Range Water Reducer	cy	$ 3.00
High Range Water Reducer	cy	$ 6.00
Fibrillated Fiber	cy	$ 10.50
Structural Fiber	pound	$ 7.00
Retarder	cy	$ 3.00
Chilled Water (Where available)	cy	$ 8.00
Ice (Temp Control)	pound	$ 0.75
1% Accelerator	cy	$ 7.00
2% Accelerator	cy	$ 14.00

Other	UOM	PRICE
Minimum load fee (Under 5 cubic yards)	Load	$ 200.00
Fuel Surcharge based upon fuel price at time of pour	Load	$ 15.00

Sales Representative: Trin Hartfield
Phone: 601.408.0597
Email: thartfield@mmcmaterials.com

Please contact me if you require any other information.

QUOTATON TERMS: unless otherwise stated herein, the following apply: Delivery is subject to availability of materials. Quotation is for River rock, Type A water reducer, low sulfate conditions, regular delivery hours, and without temperature controls unless noted otherwise. Loads under 5 cubic yards, unloading time exceeding an hour, order cancellation with less than an hour notice, may result in extra charges. Void unless accepted 30 days from Effective Date. Credit subject to approval. Payment terms are Net 30 Days from Invoice Date. A finance charge of 1.5% per month will be applied to all unpaid past due balances. In addition, our credit agreement requires payment of all reasonable attorney's fees and other costs/expenses incurred for collection of unpaid balances. Pricing subject to tax unless MPC provided.

MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

MEMORANDUM

TO: Mayor and Council

FROM: Marybeth, Bergin Director of Engineering

DATE: February 24, 2025

SUBJECT: Engineering Dept. Concrete & Brick Transportation Structures Term Bid

After review of the bids received from vendors on January 30, 2025, for purchase of Concrete & Brick Transportation Structures, it is my recommendation that the following actions be taken to accept bids for the following item.

Item #25: Concrete & Brick Transportation Structures – Accept the bid of RJM McQueen Contracting, Inc

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Marybeth Bergin, Director of Transportation and Engineering**

cc: **Marybeth Bergin, Director of Transportation and Engineering**

Date: **Tuesday, March 4, 2025**

Re: **Approve plans and specifications for the Bobby L. Chain Municipal Airport lighting and signage project; Authorize advertisement for bids for same.**
File Number: 2025-177
Minute Book #

Summary
Approve plans and specifications for the Bobby L. Chain Municipal Airport lighting and signage project; Authorize advertisement for bids for same.

Improvements include the replacement of the precision approach path indicators (PAPI) and replacement of the guidance signs for Runway 13/31. Project Numbers AIP IIJA 3-28-0031-034-2025 and AIP 3-28-0030-035-2025.

Recommendation Statement
I recommend approval of this item.

Please place this on the March 4, 2025 City Council meeting for consideration.

NOTICE TO CONTRACTORS

INVITATION TO BID

Sealed bids for the project described below will be received by the City of Hattiesburg (herein called "City" or the "Owner") until 10:00 AM local time, Thursday, April 10, 2025. Bids may be electronically submitted through the Online Plan Room (https://www.neel-schafferplans.com/jobs/public); sealed bids may be submitted to the City of Hattiesburg, MS City Clerk's Office, 200 Forrest Street, Post Office Box 1898, Hattiesburg, MS 39403-1898. Bids received after the stated time will be returned unopened.

REPLACE PRECISION APPROACH PATH INDICATORS (PAPI), RUNWAY 13/31
AND REPLACE GUIDANCE SIGNS, RUNWAY 13/31
HATTIESBURG BOBBY L CHAIN MUNICIPAL AIRPORT
CITY OF HATTIESBURG

The work is generally described as follows:

Base Bid: Replace the Precision Approach Path Indicators (PAPI) for both ends of Runway 13/31. The work required to accomplish the project is expected to include but is not limited to sawcutting and removal of asphalt pavements, trenching, boring, airfield electrical, seeding, mulch, and Airfield Traffic Control and Safety.

Additive Bid Alternate No. 1: Replace the Guidance Signs for Runway 13/31. The work required to accomplish the project is expected to include but is not limited to airfield electrical and Airfield Traffic Control and Safety.

The contract time is 95 calendar days for the Base Bid plus Additive Alternate No. 1 (no reduction for Base Bid only) subject to the restrictions shown in the phasing schedule. Liquidated damages will be assessed for each calendar day thereafter as shown in the Contract Documents.

A pre-bid conference is planned for this project on Thursday, March 27, 2025 at 10:00 AM at the Terminal Building at the Hattiesburg Bobby L Chain Municipal Airport, 29 Academy Dr, Hattiesburg, MS 39401. It is strongly recommended that prospective bidders attend the pre-bid conference. A site visit will take place immediately following the pre-bid conference.

Any questions that bidders might have should be directed in writing to the Engineer at the following:

by e-mail: dustin.gatlin@neel-schaffer.com

by mail: Neel-Schaffer, Inc.
Attn: Replace Precision Approach Path Indicators (PAPI), Runway 13/31 and Replace Guidance Signs, Runway 13/31
704 Hardy Street
Hattiesburg, MS 39401

All proposals that are mailed shall be sent to the Hattiesburg City Clerk at the address below.

City of Hattiesburg, MS
City Clerk's Office
Post Office Box 1898
Hattiesburg, MS 39403-1898

HATTIESBURG BOBBY L CHAIN MUNICIPAL AIRPORT

REPLACE PRECISION APPROACH PATH INDICATORS (PAPI), RUNWAY 13/31 AND REPLACE GUIDANCE SIGNS, RUNWAY 13/31

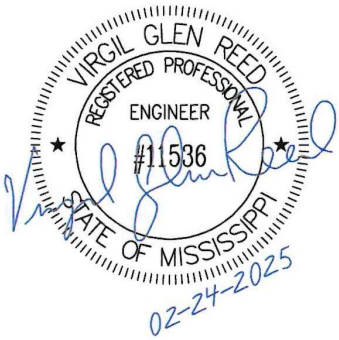
PROJECT NUMBERS AIP IIJA 3-28-0031-034-2025
AND AIP 3-28-0031-035-2025

Project Manual

prepared for

BID SET SUBMITTAL

FOR BIDDING PURPOSES ONLY



Thomas C Henderson, P.E.
Civil Engineer

Virgil Glen Reed, P.E.
Electrical Engineer

Prepared By:

NEEL-SCHAFFER
Solutions you can build upon

February 2025

NS.18635.001

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NOTICE TO CONTRACTORS

INVITATION TO BID

Sealed bids for the project described below will be received by the City of Hattiesburg (herein called "City" or the "Owner") until 10:00 AM local time, Thursday, April 10, 2025. Bids may be electronically submitted through the Online Plan Room (https://www.neel-schafferplans.com/jobs/public); sealed bids may be submitted to the City of Hattiesburg, MS City Clerk's Office, 200 Forrest Street, Post Office Box 1898, Hattiesburg, MS 39403-1898. Bids received after the stated time will be returned unopened.

REPLACE PRECISION APPROACH PATH INDICATORS (PAPI), RUNWAY 13/31
AND REPLACE GUIDANCE SIGNS, RUNWAY 13/31
HATTIESBURG BOBBY L CHAIN MUNICIPAL AIRPORT
CITY OF HATTIESBURG

The work is generally described as follows:

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Any questions that bidders might have should be directed in writing to the Engineer at the following:

by e-mail: dustin.gatlin@neel-schaffer.com

by mail: Neel-Schaffer, Inc.
Attn: Replace Precision Approach Path Indicators (PAPI), Runway 13/31 and Replace Guidance Signs, Runway 13/31
704 Hardy Street
Hattiesburg, MS 39401

All proposals that are mailed shall be sent to the Hattiesburg City Clerk at the address below.

City of Hattiesburg, MS
City Clerk's Office
Post Office Box 1898
Hattiesburg, MS 39403-1898

NOTICE TO CONTRACTORS

Bidders must be qualified under Mississippi Law and show a current Certificate of Responsibility issued by the Mississippi Board of Public Contractors establishing classification as to the value and type of construction work on which he is authorized to bid.

The Contract Documents (drawings, specifications, proposal forms, general conditions, etc.) may be examined at the following locations:

www.hattiesburgmsbids.com

www.neel-schafferplans.com

Mississippi Procurement Technical Assistance Program (MPTAP), Mississippi Development Authority, Minority & Small Business Development, Woolfolk Building, 501 North West Street, Suite B 01, Jackson, MS 39201 (Bid Schedule Only)

South MS Contract Procurement Center, 1636 Popps Ferry Road, Suite 203, Biloxi, MS 39532, Phone (228) 396-1288 (Bid Schedule Only)

FAA, Airports District Office, 10 Canebrake Blvd., Suite 100, Flowood, MS 39232

City of Hattiesburg, MS City Clerk's Office, 200 Forrest Street, Hattiesburg, MS 39403-1898

Bid documents are being made available via original paper copy or digital file. Plan holders are required to register for an account at www.neel-schafferplans.com to view and order Bid Documents. All plan holders are required to have a valid email address for log-in or registration. Bid documents are nonrefundable and must be purchased through the website. Questions regarding website registration and online orders please contact Plan House at (662) 407-0193.

ALL BIDDERS must be properly licensed contractors at the time of submitting bids in accordance with the provisions of the State of Mississippi. Contractors submitting a written sealed bid must indicate their current Mississippi Certificate of Responsibility number on the outside of the sealed envelope containing their Bid as well as on their Bid. If the Bid is being submitted electronically through the Online Plan Room, the Mississippi Certificate of Responsibility number must be included as an attachment with the electronic bid submittal as well as on their Bid. To be considered, a bid for this project must be either sealed, and have clearly written on the face of the envelope the following: **"Sealed bid enclosed for Hattiesburg Bobby L Chain Municipal Airport – Replace Precision Approach Path Indicators (PAPI), Runway 13/31 and Replace Guidance Signs, Runway 13/31 to be opened 10:00 AM, April 10, 2025"** or if submitted electronically through the Online Plan Room, the first page of an electronically submitted bid must state the same language as required on the face of the sealed envelope.

Bidder's attention is invited to the Instructions to Bidders relative to pre-award, equal employment opportunity requirements, and non-segregated facilities.

Bids must be submitted on the standard form of bid proposal and must include a Bid Bond in the amount of 5% of the Bid. The successful bidder will be required to execute the standard form of Contract and Agreement, together with a 100% Performance Bond and a 100% Payment Bond, within 10 days after formal award of the contract. If the bid is being submitted electronically, originals of the bid bond, signed or countersigned by a Mississippi Resident Agent, with Power of Attorney

NOTICE TO CONTRACTORS

attached, a cashier's check or certified check for five (5%) percent of bid, payable to the Owner must be delivered to the City of Hattiesburg, MS within two business days of the bid opening time and date.

The bidder shall guarantee to hold his bid good and may not withdraw his bid for a period of 90 calendar days after the scheduled closing time for receiving bids.

The attention of bidders is directed to the Section B, Instructions to Bidders regarding the funding sources and agency reporting requirements for the project. The proposed work is funded through a grant through the FAA's Airport Improvement Program (AIP). The successful bidder shall be required to meet the requirements of each agency as described in the Contract Documents.

This project is subject to the requirements of the Davis-Bacon Act, as amended. The Contractor is required to comply with wage and labor provisions and to pay minimum wages in accordance with the schedule of wage rates established by the United States Department of Labor.

The attention of bidders is directed to the Contract Provisions governing selection and employment of labor. Minimum wage rates have been predetermined by the Secretary of Labor and are subject to Public Law 87- 58-1, Work Hours Act of 1962, as set forth in the Contract Provisions.

The project is subject to the requirements of 49 CFR Part 26 Disadvantaged Business Enterprise Participation. The Owner hereby notifies all bidders that it will affirmatively ensure that in any contract entered pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, religion or national origin in consideration for an award. The award of this contract will be contingent upon the Contractor satisfying the DBE requirements. The DBE participation goal for this contract is **5.31%**. The bidder (proposer) will be required to submit information concerning the DBE's that will participate in this contract (subcontract). The information will include the name and address of each DBE, a description of the work to be performed by each named firm, and the dollar value of the contract (subcontract). If the bidder fails to achieve the contract goal as stated herein, the bidder must include documentation demonstrating that it made good faith efforts in attempting to do so. A bid that fails to meet these requirements will be considered non-responsive.

The City of Hattiesburg, MS in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair 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.

Award of contract is also subject to certain Federal provisions, including, but not limited to, the following:

Title 49 United States Code, 49 U.S.C. Section 50101-Buy American Preferences;
DOT Regulation 49 CFR Part 30-Foreign Trade Restriction;
DOL Regulation 29 CFR Part 5-Davis Bacon Act;
Executive Order 11246 and DOL Regulation 41 CFR Part 60-Affirmative Action
Regulation 2 CFR 180-Government Wide Debarment and Suspension; and
Title 41 United States Code, 41 U.S.C. section 8102-Drug Free Workplace
49 CFR Part 26, Disadvantaged Business Enterprise Participation

The project, if awarded, will be awarded to one bidder submitting the lowest best bid that is responsive

NOTICE TO CONTRACTORS

and responsible subject to FAA concurrence in order of the Owner's preference listed below for the following scenarios based on maximizing without exceeding the available funding:

1. The sum of Base Bid Schedule plus Additive Bid Alternate No. 1
2. The sum of Base Bid Schedule

The City of Hattiesburg, MS reserves the right to reject any and all bids and to waive any informalities or irregularities in the bids received.

DATE: March 3, 2025

_____

BY: Kermas Eaton
FOR: City of Hattiesburg, Mississippi
TITLE: City Clerk

ADVERTISING DATES: March 12, 2025
March 19, 2025

BID OPENING: April 10, 2025

INSTRUCTIONS TO BIDDERS

1. A **pre-bid conference** is planned for this project on Thursday, March 27, 2025 at 10:00 AM at the Terminal Building at the Hattiesburg Bobby L Chain Municipal Airport, 29 Academy Dr, Hattiesburg, MS 39401. Prospective Bidders are strongly encouraged to attend the Pre-Bid Meeting and subsequent site visit to become familiar with the site and contract requirements.

2. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms, as referenced in GP-20-06. The Hattiesburg Bobby L Chain Municipal Airport is a secured airport with restricted access. Bidders shall schedule individual site visits during bidding process with the Airport. Site visits requiring extensive exploration or investigation may be required to be scheduled after normal business hours. A forum for questions will not be held during these site individual visits. Questions regarding the project should be made as directed below.

3. Any questions that bidders might have should be directed in writing to the following:

   Neel-Schaffer, Inc., 704 Hardy Street, Hattiesburg, MS 39401

   or to the attention of

   dustin.gatlin@neel-schaffer.com

4. Receipt of Bids: The City of Hattiesburg, MS, hereinafter called the Owner, invites bids on the proposal form(s) enclosed herein, for work contained herein, for which all blanks must be appropriately completed.

   Bidder submitting hard copy bids shall submit their Bid at the City Clerk's office of the City of Hattiesburg, MS at the 200 Forrest Street, Post Office Box 1898, Hattiesburg, MS 39403-1898 until 10:00 AM local time, Thursday, April 10, 2025 at which time the Bid shall be logged in. Any Bid received after the specified closing time shall be returned unopened.

   Receipt of Electronic Filed Bids: Bidder electing to submit their bid by electronic submittal shall submit bids through the electronic bidding portal at:

   https://www.neel-schafferplans.com/jobs/public

   No bids may be submitted after the bid opening date and time. All electronically submitted bids will be available for review after bid closing date and time. In the event that the successful bidder filed electronically, the bidder shall submit original copies of all electronically submitted documents within 2 business days of request by the Owner.

   Bids submitted by mail shall be submitted to the following:

   City of Hattiesburg, MS
   City Clerk's Office
   Post Office Box 1898
   Hattiesburg, MS 39403-1898

   Enclosed are contract proposal forms for the various work assignments associated with this project. Generally, the work includes:

INSTRUCTIONS TO BIDDERS

Base Bid: Replace the Precision Approach Path Indicators (PAPI) for both ends of Runway 13/31. The work required to accomplish the project is expected to include but is not limited to sawcutting and removal of asphalt pavements, trenching, boring, airfield electrical, seeding, mulch, and Airfield Traffic Control and Safety.

Additive Bid Alternate No. 1: Replace the Guidance Signs for Runway 13/31. The work required to accomplish the project is expected to include but is not limited to airfield electrical and Airfield Traffic Control and Safety.

Bids shall be submitted on a reproduced copy of the enclosed Bid Form, along with the following items:

Bidder's Checklist			
		Item	**Reference Page Nos.**
☐	a.	Bid Guarantee (5% of the bid price) and Power of Attorney	*D-1 to D-2*
☐	b.	Acknowledge Addenda	*C-2*
☐	c.	Completed Proposal Form	*C-1 to C-9*
☐	d.	Certification that signatory of Bid has authority to sign and submit that Bid	*C-10 to C-13*
☐	e.	Non-Collusion Affidavit of Prime Bidder	*C-14*
☐	f.	Equal Opportunity Report Statement	*C-15*
☐	g.	Certification of Non-Segregated Facilities	*C-16*
☐	h.	Bidder and Subcontractor Information (Both DBE and Non-DBE)	*C-19*
☐	i.	DBE Utilization Form *(and Good Faith Effort Documentation, if bidder is unable to meet goal)*	*C-20*
☐	j.	DBE Letters of Intent	*C-21*
☐	l.	DBE Joint Venture Form (Only for DBE Joint Ventures)	*C-22 to C-24*
☐	m.	Evidence of Competency and Financial Responsibility	*GP-20-02*
☐	n.	Certificate of Buy American Compliance	*SC-2 - 4 to SC-2 - 6*
☐	o.	Tax Delinquency and Felony Convictions Form	*SC-2 - 33*
☐	p.	Copy of State Statute regarding Non-Resident Contractors performing work in Bidder's Resident State.	*(see below)*

If the Bid is made by an individual, it must be signed in the name of the individual and state the individual's post office address and the name and address of every person interested in the Bid as principal.

If the Bid is made by a firm or partnership, its name and address must be stated, together with the name and address of each member of the firm or partnership.

If the Bid is made by a Corporation, the Bid must be signed by an authorized officer or agent, on behalf of the Corporation and the corporate seal must be affixed thereto. The officer or agent must also provide the state in which the Corporation is incorporated, the names and business addresses of the President, Secretary and Treasurer, evidence that the Corporation is in good standing in its state of incorporation and in Mississippi, and evidence that the Corporation has registered with the Secretary of State of the State of Mississippi as a foreign corporation for doing business in the State of Mississippi.

Non-Resident Bidders: Bidders attention is draw to Sections 31-7-47 and 31-3-21, Mississippi Code of 1972, Annotated regarding treatment of non-resident contractors. Any bid submitted by a nonresident contractor which does not include the nonresident contractor's current state law shall be rejected and not considered for award.

5. Bidders should provide a current UEI Number on Page C-1 of the Bid Form, but not required.

6. No Bid may be withdrawn after it is submitted, unless the Bidder makes its request by letter or telegram and such request is received prior to the time and date fixed for the receipt of Bids. No Bid may be withdrawn for a period of ninety (90) days after the time and date fixed for the opening of Bids.

7. The project, if awarded, will be awarded to one bidder submitting the lowest best bid that is responsive and responsible subject to FAA concurrence in order of the Owner's preference listed below for the following scenarios based on maximizing without exceeding the available funding:

1. The sum of Base Bid Schedule plus Additive Bid Alternate No. 1
2. The sum of Base Bid Schedule

All supporting documents (including, but not limited to, Proposal Form, Bid Bond, Non-Collusion Affidavit, etc.) for the contract must be completed and enclosed with the Bid for that Bid to be eligible for consideration.

a. Responsiveness shall be defined as:

(i) The completeness and regularity of Bid Form;
(ii) A Bid Form without excisions or special conditions;
(iii) A Bid Form having no alternative bias for items unless requested in the Specifications.
(iv) A Bid Form without obviously unbalanced unit prices;
(v) Submission of a properly executed Bid Bond (5% of the bid price) valid for 90 days after the time and date fixed for the opening of Bids;
(vi) A Bid responsive to the requirements of FAR Part 152 of the Federal Aviation Administration Regulations.
(vii) Satisfactory submittal of the items included in the Bidder's Checklist shown on Page B-2.

b. Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the work, and to the negotiate contract terms with the successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make any award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standards or criteria established by Owner.

2. Each Bid received shall be enclosed in a sealed envelope, the outside of which shall clearly indicate the following:

a. The name of the project.

b. The name of the Bidder and the Bidder's permanent address.

c. The Bidder's/Contractor's Certificate of Responsibility number as issued by the State of Mississippi. (For a Bid, the total amount of which is in excess of Fifty Thousand Dollars ($50,000), the Bidder must have a Contractor's license number. If the Bid is less than Fifty Thousand Dollars, a statement signifying that the Bid is not in excess of Fifty Thousand Dollars ($50,000) must be shown on the outside of the sealed envelope containing the Bid.)

If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Owner.

If the Bid is being submitted electronically through the Online Plan Room, the Mississippi Certificate of Responsibility number must be included as an attachment with the electronic bid submittal as well as on their Bid. The first page of electronically submitted bids shall state **"Sealed bid enclosed for Hattiesburg Bobby L Chain Municipal Airport – Replace Precision Approach Path Indicators (PAPI), Runway 13/31 and Replace Guidance Signs, Runway 13/31 to be opened 10:00 AM, April 10, 2025"**

The attention of prospective Bidders is directed to all State fees and taxes required for the privilege of doing business within the State.

Any proposal received which does not comply with these provisions will be returned unopened.

3. The Name of the Project is:

CITY OF HATTIESBURG, MS
HATTIESBURG BOBBY L CHAIN MUNICIPAL AIRPORT
REPLACE PRECISION APPROACH PATH INDICATORS (PAPI), RUNWAY 13/31
AND REPLACE GUIDANCE SIGNS, RUNWAY 13/31
AIP IIJA 3-28-0031-034-2025 and AIP 3-28-0031-035-2025

4. Funding Agency Requirements.

The proposed work is funded through a grant through the FAA's Airport Improvement Program (AIP). The successful bidder shall be required to meet the requirements of each agency as described in the Contract Documents.

5. The Bidder understands that the unit prices included on the proposal form as a part of its Bid shall be held good, and may not be altered or withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving Bids. See Special Conditions SC-2 for additional information pertaining to the award of the contract.

6. Once the Owner has determined the successful Bidder for the project, assembly and execution of contract documents shall commence. It should be noted that before the contract can be awarded to the successful Bidder, the Contractor shall be required to submit the following documents:

a. Executed Performance Bond and accompanying Power of Attorney (3 originals);
b. Executed Payment Bond and accompanying Power of Attorney (3 originals);

c. Evidence that the Surety is rated no less than "A" and size "XII" *(see paragraph 10.c. following in this Section)*;
d. Evidence that the Surety is on the current list of the U.S. Treasury Department as being approved for bonding Federal project *(see paragraph 10.d. following in this Section)*;
e. Evidence that the bonding limits of the Surety does not exceed 5% of the policy holder surplus *(see paragraph 10.e. following in this Section)*;
f. Certificates of Insurance for all three (3) coverages outlined, and identifying all parties named, including additional insured *(see paragraph 20.a. through 20.c. following in this Section)*;
g. Certification/Indemnification that Contractor, Contractor's partner or Contractor's officer executing the Contract Agreement with the Owner has the authority to do so;
h. Copy of the Contractor's Certificate of Responsibility;
i. Endorsement on workmen's compensation for waiver of subrogation;

7. A Performance Bond and a Payment Bond satisfactory to the Owner and in the form attached hereto, each in an initial amount of not less than the Total Contract Price, will be required of the successful Bidder for, among others, the following purposes:

a. To guarantee faithful performance of the requirements of the Contract Documents, including all applicable warranties.
b. To guarantee the payment of all labor, materials, or supplies used directly or indirectly in the prosecution of the Work provided for in the Contract.

The Penal Sum of the Performance Bond and the Payment Bond may be increased or decreased during the course of the Work in the event that modifications, change orders or addenda increase or decrease the Total Contract Price so that the Penal Sum of each Bond shall be in an amount equal to the completed Contract Price at the completion of the Work.

The Bonds shall be exactly in the forms contained in the Contract Documents, and written through a licensed Mississippi agency on behalf of a surety company licensed to do business in the State of Mississippi, meeting the following requirements:

a. Qualification – Management and Strength: The Surety must be rated no less than "A" as to management and no less than "XII" as to strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Post Office Box 1107, Summit, New Jersey 07901.
b. Qualification – Federal Project Approval: The surety company executing the Bonds shall be on the current list of the U.S. Treasury Department as being approved by and for writing bonds for Federal projects in the amount not less than the Penal Sum of the Bonds provided to the Owner.
c. Bonding Limit Any One Risk: The bonding limit of the Sureties shall not exceed five percent (5%) of the policy holder surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide.

The completed Bonds shall be delivered to the Owner with the executed Contract as required hereinafter in these Instructions to Bidders.

Provisions for liquidated damages are provided in the Bid Form and Contract Documents.

8. This project is subject to the federally enacted Davis-Bacon Act, which requires compliance with minimum wage rate determinations for specific types of work in the **Forrest County**, Mississippi area. The Contractor is expected to use these federally approved wage rates or other similarly approved wage rates for performing work of this type in the **Forrest County** area, on this specific project. Information regarding the federal wage rates may be obtained at locations as defined in the Special Condition sections of this contract document package.

9. The Bidder who receives a *Notice of Intent to Award the Contract* shall, within ten (10) calendar days of the date of Notice of Intent to Award, execute and deliver to the Owner the Contract Agreement, the completed Bonds listed above, satisfactory evidence of all required insurance coverage, satisfactory evidence of compliance with the Bid Conditions pertaining to the Disadvantaged Business Enterprise Program, and proof satisfactory to the Owner of the authority of the person or persons executing the Contract Agreement and the Performance Bond and the Payment Bond on behalf of the Bidder. The above documents must be furnished, executed and delivered before the Contract Documents will be executed by the Owner.

   The Contract shall not be binding upon the Owner until it has been executed and approved by the Owner, approved by the FAA, and a copy of the fully executed Contract Documents is delivered to the Contractor. The Owner shall have the right to rescind its Notice of Intent to Award without liability, except for the return of the Bid Guaranty to the Bidder, at any time before the Contract Documents have been fully executed by all parties and delivered to the Contractor.

   If the Bidder receiving a *Notice of Intent to Award the Contract* fails to execute and deliver to the Owner the Contract Agreement, the completed Bonds listed above, the required evidences of insurance coverage, compliance with the Bid Conditions pertaining to the DBE Program, compliance with the requirements of 2 CFR § 200.321 - Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, evidence of authority to execute a contract, and other such items as may be requested in accordance with the bid documents and the requirements of the AIP Program within ten (10) calendar days after the date of the Notice of Intent to Award, the Owner may elect to rescind the Notice of Intent to Award and shall be entitled to the full amount of the Bid Guaranty, not as a penalty, but in liquidation of and compensation for damages sustained. A Notice of Intent to Award may then be provided to the next most qualified, responsible Bidder whose Bid is responsive to the invitation and is most advantageous to the Owner, price and other factors considered. Otherwise, all Bids may be rejected.

10. The Contractor will be required to coordinate its construction operations with the Airport Director's office personnel (as designated by the Owner) well in advance of actually performing the work, to allow the Owner to coordinate proposed construction activities with the tenants of the airport and others who might be using the airport facilities.

11. The approximate construction calendar and issues to be considered affecting the construction calendar are as follows: (These dates are approximate and do not affect the requirements that the Bid may not be withdrawn for a period of 90 days.)

    a. The contract time for the Base Bid and Additive Bid Alternate No. 1 is 95 Calendar Days (no reduction for Base Bid only), subject to the restrictions shown in the Phasing Schedule.
    b. The award of the contract is anticipated to take place between June and July of 2025.

c. A "Notice to Proceed" should be issued within 30 days after the contract is executed, after a pre-construction conference takes place.
d. Work is expected to take place each day that weather permits, work on Saturdays and Sundays is permitted but not required. It shall be the responsibility of the Contractor to schedule its work in such a way that anticipated wet weather conditions do not hinder airport operations nor the successful completion of the project.
e. The Contractor shall be required to submit a Safety Plan Compliance Document (SPCD) based on the approved Construction Safety and Phasing Plan (CSPP) contained in the Contract Documents. No work shall be permitted until the SPCD has been received and approved by the Owner.

12. Each Bidder shall furnish to the Owner satisfactory evidence of its competency to perform the proposed work with the bid package. Such evidence of competency, unless otherwise specified, shall consist of statements covering the Bidder's past experience on similar work, (including a list of past specifically named projects, similar in nature to the one described herein, that it has installed, with dates of completion thereof), a list of equipment that would be available for the work, and a list of key personnel that would be available. This material should be submitted in the same sealed envelope as the Bid, along with all the other required documents required as part of the proposal.

13. See Section related to Proposal Requirements and Conditions, of General Provisions for additional information.

14. The successful Bidder shall be responsible for all damage done to any airport facility by its labor force and/or equipment. The operation of equipment of such weight, or so loaded, as to cause damage to roadways, airfield pavements, structures, shoulders, or any other type construction will be conducted at the successful Bidder's risk. When, or where any direct or indirect damage is done in the execution of the work by the successful Bidder, it shall restore at its expense such facility to a condition similar or equal to that existing before such damage was done by repairing, rebuilding, or otherwise restoring as may be directed by the Engineer.

15. Liquidated damages payable to the Owner on this project will therefore be assessed at the rate(s) shown in Section GP-80 of the Contract Documents.

16. The contractor shall be responsible for notifying the Owner and/or its resident project representative (RPR) of days when construction activities will not take place. If the contractor fails to give 24 hours advanced notice, the Contractor may be required to pay all expenses of the RPR being at the site on those days when work was scheduled to be performed but wasn't. The costs incurred by the Engineer or its RPR shall be deducted from the monthly invoices submitted to the airport for work performed by the contractor.

17. Insurance Requirements. Before performing any work under the contract to be awarded for this project, the Contractor and any subcontractors shall furnish proof of insurability with limits equal to or in excess of those amounts specified herein. Such evidence shall be contained in the form of a letter from the insurance carrier, or in the form of a Certificate of Insurance (see Section H), with a 30 day notice provision contained.

The contractor/subcontractors shall purchase or maintain such insurance as will (1) protect its own interest, (2) protect City of Hattiesburg, MS, and (3) protect the Engineer (Neel-Schaffer, Inc.). THEREFORE, THE OWNER AND ENGINEER SHALL BE NAMED AS

ADDITIONAL INSURED for such limits as set forth below, which may arise out of or result from the contractor's operations under the contract, whether such operations be by himself or any subcontractor, or anyone directly or indirectly employed by them, or anyone whose acts of them may be liable:

a. Workers Compensation Coverage – statutory limits;
b. General Liability Coverage (including Broad Form Supplemental and Products and Completed Operations) with limits equal to excess of $1,000,000 per occurrence, $2,000,000 per aggregate;
c. Automobile Liability – $500,000 combined single limit;

A Certificate of Insurance acceptable to the Owner shall be filed with the Owner at the time of the execution/award of the contract. The party awarded the contract shall have on file with the Owner prior to the commencement of the work endorsements to all applicable policies naming the aforementioned parties as additional insured for the work contracted. The party shall also have on file with the Owner an endorsement from its workers' compensation carrier evidence waiver of subrogation, and provisions from all carriers that policies will not be canceled until at least thirty (30) days prior written notice has been given to the Owner.

The Contractor agrees to release, protect, indemnify and hold harmless the Owner (City of Hattiesburg, MS), the Engineer (Neel-Schaffer, Inc.), their present and future officials, officers, employees, agents and representatives, and assigns from any and all losses, claims, liabilities, penalties, fines, forfeitures, demands, causes of actions, suits (and all costs and expenses incidental thereto, including costs of defense, settlement, and attorney's fees) arising out of or relating to the performance of this contract.

18. Contemplated construction shall be governed at all times by applicable provisions of Federal laws contained in SC-2, including but not limited to the latest amendments of:

a. Equal Employment Opportunity Requirements

Equal Employment Opportunity and Wage and Labor Provisions specified in Special Conditions SC-2 – Construction Contract Clauses/AIP Projects.

Each Bidder shall complete, sign and include in its Bid proposal the Equal Opportunity Report Statement and Certification of Non-Segregated Facilities. When a determination has been made to award the Contract to a specific Contractor as the apparent low, qualified, responsible, responsive Bidder, such Contractor shall furnish pertinent information regarding its own employment policies and practices as well as those of its proposed subcontractors as the FAA, the Owner, or the Secretary of Labor may require, prior to execution of the Contract. All such information required of a subcontractor shall be furnished by the Contractor.

The Equal Opportunity Report Statement, Certification of Non-segregated Facilities, Equal Opportunity Clause, all other EEO requirements, and all applicable Wage and Labor Provisions shall be included in all non-exempt subcontracts entered into by the Contractor. No subcontract shall be awarded to a new noncomplying subcontractor.

In addition, the Contractor will also insert in each of its subcontracts a clause requiring the subcontractor to include these provisions in any lower tier subcontract which they

may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

b. Disadvantaged Business Enterprise (DBE) Participation

The conditions included in SC-2.13 apply to the AIP eligible items in this U.S. Department of Transportation (DOT) assisted contract. Submission of a proposal by a contractor shall constitute full acceptance of these conditions.

i. Contractor's Required Submission. The Sponsor requires the submission of the certain information that must be provided on forms furnished in Section C (Bid Form) of this document.

The Bidder/Offeror will be required to submit with their Bid the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the Bidder/Offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts.

ii. Good Faith Efforts- Bidder must demonstrate that they made good faith efforts to achieve participation with DBE firms. This requires that the bidder show that it took all necessary and reasonable steps to secure participation by certified DBE firms. Mere pro forma efforts will not be considered as a good faith effort. Actions constituting evidence of good faith efforts are described in appendix A to 49 CFR Part 26. Such actions include but are not limited to:

•Soliciting DBE participation through all reasonable and available means. This may include public advertisements and phone calls/faxes/e-mails to known certified DBE firms.

•Consult Mississippi Department of Transportation office to obtain a list of certified DBE firms.

•Selecting portions of work that increases the likelihood that DBE firms will be available to participate

•Providing DBE firms with sufficient information and time to review the project plans and specifications.

•Documenting all contacts with DBE firms. This includes name, address, phone number, date of contact and record of conversation/negotiation.

c. Fair Labor Requirements

Labor provisions according to Part 152, Airport Aid Program, are attached and made a part of this document as Special Conditions SC-2 – Construction Contract Clauses/AIP Projects.

Minimum wage rates for the construction of the proposed Work have been established by the Secretary of Labor, U.S. Department of Labor. Schedules of Labor Classifications and corresponding Prevailing Wage Rates are included in Special Conditions SC-3.

d. Occupational, Safety and Health Requirements

The Occupational, Safety and Health requirements as described or defined in the following Act, Regulation, or Advisory Circular shall apply to the execution of this construction Contract:

Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596;

Title 29, Code of Federal Regulations: Chapter 17, Occupational Safety and Health Administration; Part 1910, Occupational, Safety and Health Standards; and

Part 1926, Safety and Health Regulations for Construction. FAA AC 150/5370-2F (9/29/11), Occupational Safety on Airports During Construction.

e. Anti-Kick Back Act

All Contractors and Subcontractors shall comply with the Copeland "Anti-Kick Back" Act (18 U.S.C. 876) as supplemented in Department of Labor Regulations (29 CFR, Part 3) and as described in Attachment O, Procurement Standards, of the current Federal Register.

f. Clean Air Act of 1970

Contracts and subcontracts of amounts in excess of $100,000 shall require the recipient to agree to comply with all applicable Standards, Orders, or Regulations issued pursuant to the Clean Air Act of 1970, Procurement Standards of the current Federal Register.

g. Clean Water Act

Contractors and subcontractors shall be required to comply with all applicable Standards, Orders, or Regulations issued pursuant to the Clean Water Act, especially applying, but not limited to, the discharge of surface waters (NPDES Permitting) required by the Environmental Protection Agency and the State of Mississippi's department of environmental management.

19. Contractor assistance is essential to execute specific documents promptly to obtain FAA concurrence in Contract Award, to execute a Contract with the Owner and to prepare for a Contractor's Notice to Proceed.

Contractor is instructed to carefully examine the General Provisions and to understand what is expected during each phase of the Project's construction. The Owner will maintain the original Bid Form and Bid Bond on file for record purposes. The Contractor will be furnished five (5) copies of the Contract Documents by the Owner. The Contractor shall complete, execute and

submit all required documentation within ten (10) Calendar Days through the Program Manager to the Owner. Specific items that must be completed and executed are:

a. BID ITEMS - The Contractor shall confirm with the Owner Bid Items to be awarded in the final Contract, to confirm Total Contract Price.

b. CONTRACT PAYMENT, PERFORMANCE AND GUARANTY BONDS - Complete in the amount of the Total Contract Price, effective upon Owner's execution of Contract.

c. EVIDENCE OF REQUIRED INSURANCE COVERAGE AND AUTHORITY TO EXECUTE - Complete.

d. BID CONDITIONS, DISADVANTAGED BUSINESS ENTERPRISE PROGRAM, (Refer to Special Conditions SC-2 – Required Contract Provisions for Airport Improvement Program (AIP) Projects - Complete.

Upon Owner's notification of concurrence in Contract award by FAA, the following items must be completed prior to issuance of a Notice to Proceed according to Paragraphs 80-02 and 80-03 of the General Provisions:

Owner: Execute Contract Documents and forward copy to Contractor and FAA

Contractor: Prepare detailed procurement and construction schedule for immediate submittal to the Owner and Engineer. Confirm all subcontractor names and material suppliers. Schedule shall be submitted to the Owner and Engineer for review at least five (5) working days (weekends excluded) prior to the scheduled date of the Preconstruction Conference.

20. BUY AMERICAN REQUIREMENTS

Under Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990, the Secretary of Transportation cannot obligate after November, 1990 any funds for any project unless "steel and manufactured products" used in such projects are produced in the United States. Buy American Requirements are included in SC-2.

21. INTERIM AND FINAL WAIVER AND RELEASE

a. The attached “Interim Waiver and Release upon Payment” shall be provided by the Contractor and any sub-contractors that have worked on the project each month with the partial pay application.

b. The attached “Waiver and Release upon Final Payment” shall be provided by the Contractor and any sub-contractors that have worked on the project with the final pay application.

BID FORM

PROPOSAL FOR

REPLACE PRECISION APPROACH PATH INDICATORS (PAPI), RUNWAY 13/31 AND REPLACE GUIDANCE SIGNS, RUNWAY 13/31
at the
Hattiesburg Bobby L Chain Municipal Airport
Hattiesburg, Mississippi

TO: City of Hattiesburg, MS
City Clerk's Office
200 Forrest Street
Post Office Box 1898
Hattiesburg, MS 39403-1898

SUBMITTED BY: _____
(Firm Name)

DATE: _____

UEI NUMBER: _____

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in this Bid as principal or principals, is or are named herein and that no person other than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further represents that it has examined the site of the Work and informed itself fully in regard to all conditions pertaining to the place where the Work is to be done; that it has examined the Plans and Specifications for the Work and other Contract Documents relative thereto, has read all of the Addenda furnished prior to the opening of the Bids, as acknowledged below; and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the Work to be performed.

If provided with a form of an "Notice of Intent to Award" the Contract by the Owner, the Bidder shall contract with **City of Hattiesburg, MS** in the form of the Contract Agreement contained in the Contract Documents, pay for and furnish all necessary permits, licenses, materials, equipment, machinery, maintenance, tools, apparatus, means of transportation and labor necessary to complete the Work within the specified Contract Time and as provided for in the Contract Documents to perform identified work tasks at the **Hattiesburg Bobby L Chain Municipal Airport, Hattiesburg, Mississippi**, per specification requirements; furnish the prescribed Performance Bond and Payment Bond in the form contained in the Contract Documents each for not less than the Total Contract Price; furnish the required evidence of the specified insurance coverages; furnish the required documentation in SC-2, and furnish the proof of Authority to Execute required by the Instructions to Bidders.

BID FORM

If the Bidder fails or refuses to execute the Contract Documents or furnish the Bonds and other required documents as set forth in the Instructions to Bidders within ten (10) calendar days after a "Notice of Intent to Award" has been issued to the Contractor by the Owner, the Bid Guaranty accompanying this Bid, and the money payable thereon shall become the property of the Owner. Otherwise, the Bid Guaranty will be returned to the Bidder.

It is understood that the Bid prices stated by the Bidder in the Schedule(s) of Prices Bid is based on the estimated quantities shown and will control in awarding the Contract as provided in the Contract Documents. The correct summation of the correct products, obtained by multiplying the estimated quantities shown in the Schedule of Prices Bid by the unit prices entered therein, will be considered as the Total Bid Price.

It is further understood that the Bid prices shall be submitted for all bid schedules (if more than one)(i.e., Base Bid and all Additive Bid Alternates).

The unit prices shall be written **IN BOTH WORDS AND NUMBERS**, and failure to do so may, at the sole discretion of the Owner, be grounds for considering the bid incomplete and unresponsive, allowing the rejection of the bid submitted in its entirety.

In the event of a discrepancy between a unit bid price and its extension, the unit bid price will govern. It is further understood that the quantities stated for the various items in the Schedule(s) of Prices Bid are estimates only and may be increased or decreased as provided in the Contract Documents.

The Bidder hereby further agrees if awarded the Contract, to commence the Work within ten (10) calendar days following the date of issuance of Notice to Proceed by the Owner, and complete the Work specified within the time limits set forth herein and in the Contract Documents, which time limits the Bidder acknowledges are reasonable. The Bidder agrees that he will complete the Work within the time provisions contained in the Contract Documents.

If the Bidder fails to complete the Work within the scheduled time or any authorized extension thereof, there shall be assessed liquidated damages at the rate shown in Section GP-80, payable to the Owner to cover all costs for any additional Resident Construction Observation, Engineer or Owner related expenses incurred for each working day elapsing beyond the specified time for Contract completion, in accordance with the Contract Documents as fixed, agreed and liquidated damages. In any event, the Owner shall have the right to compensatory and consequential damages resulting from the Bidder's delay in completing the Work or otherwise resulting from the Bidder's failure to perform in accordance with the terms and conditions of the Contract Documents.

Acknowledgement is hereby made of the following Addenda (identified by number) received since issuance of the Plans and Specifications:

ADDENDUM NO.	DATE	ADDENDUM NO.	DATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

BID FORM

The Bidder declares that the Prices Bid herein reflect minimum wage rates established for the Forrest County, Mississippi area by the Secretary of Labor of the United States Department of Labor.

The unit prices shall be written in both words and numbers, and failure to do so may, at the sole discretion of the Owner, be grounds for considering the bid incomplete and unresponsive, allowing the rejection of the bid submitted in its entirety. In the event of a discrepancy between words and numbers, words will govern.

The Bidder agrees to accept in full compensation for each Item, the Price named therefore in the following Schedule of Prices Bid:

SCHEDULE(S) OF PRICES BID

BASE BID SCHEDULE REPLACE PRECISION APPROACH PATH INDICATORS (PAPI), RUNWAY 13/31				
ITEM NO.	**ITEM DESCRIPTION (UNIT PRICE IN WORDS)**	**QUANTITY**	**UNIT PRICE IN NUMBERS**	**PRICE EXTENSION IN NUMBERS**
C-105-6.1	Mobilization _____ _____per LS	1		
P-101-5.1	Full Depth Pavement Removal _____ _____per SY	120		
P-208-4.1	Aggregate Base Course _____ _____per SY	120		
T-901-5.1	Seeding _____ _____ _____per 1,000 SF	21		
T-908-5.1	Mulching_____ _____ _____per 1,000 SF	21		
L-108-5.1	Trenching for Direct Burial Conductors, 18-inch Minimum Depth _____ _____ _____per LF	3,400		
L-108-5.3	No. 6 AWG Solid Bare Copper Counterpoise Wire, installed in trench above the 5kv conductors and 600V conductors, including connections/terminations _____ _____ _____per LF	3,250		

BID FORM

L-108-5.4	No. 8 AWG 600-volt conductor, installed in trench or duct bank _____ _____ _____per LF	5,150		
L-108-5.5	No. 6 AWG 600-volt conductor, installed in trench or duct bank_____ _____ _____per LF	1,900		
L-108-5.6	No. 2 AWG 600-volt conductor, installed in trench or duct bank_____ _____ _____per LF	8,400		
L-109-7.1	Modification of Existing Airport Transformer Vault _____ _____ _____per LS	1		
L-125-5.1	L-880 Four Light Unit PAPI, Style A, Class 1 _____ _____ _____per EA	2		
TS-102-4.2	Demolition and Removal of PAPI's (PAPI LHA's, Mounting Legs and Hardware, Base Cans, Control Panel, and Concrete Foundations) _____ _____ _____per LS	1		
TS-129-5.1	Implementation of Construction Safety Plan_____ _____ _____per LS	1		
SUBTOTAL – BASE BID SCHEDULE				

BID FORM

ADDITIVE BID ALTERNATE NO. 1 SCHEDULE REPLACE GUIDANCE SIGNS, RUNWAY 13/31				
ITEM NO.	**ITEM DESCRIPTION (UNIT PRICE IN WORDS)**	**QUANTITY**	**UNIT PRICE IN NUMBERS**	**PRICE EXTENSION IN NUMBERS**
C-105-6.1	Mobilization _____ _____per LS	1		
T-901-5.1	Seeding _____ _____ _____per 1,000 SF	20		
T-908-5.1	Mulching_____ _____ _____per 1,000 SF	20		
L-108-5.1	Trenching for Direct Burial Conductors, 18-inch Minimum Depth _____ _____ _____per LF	2,200		
L-108-5.2	No 8 AWG 5kv, L-824 Type C Cable, Direct Burial _____ _____ _____per LF	4,200		
L-108-5.3	No. 6 AWG Solid Bare Copper Counterpoise Wire, installed in trench above the 5kv conductors, including connections/terminations _____ _____ _____per LF	2,200		
L-125-5.2	L-858 Airfield Guidance Sign, 1 Module, Style 2, Size 2, on New Foundation _____ _____ _____per EA	7		
L-125-5.3	L-858 Airfield Guidance Sign, 2 Module, Style 2, Size 2, on New Foundation _____ _____ _____per EA	14		

BID FORM

L-125-5.4	L-858 Airfield Guidance Sign, 3 Module, Style 2, Size 2, on New Foundation _____ _____ _____per EA	4		
L-125-5.5	L-858 Airfield Guidance Sign, Distance To Go, 1 Module, Style 2, Size 4, on New Foundation _____ _____ _____per EA	5		
TS-102-4.1	Demolition and Removal of Airfield Guidance Signs (Sign Assembly, Base Can, Transformer, Concrete Foundation, and associated appurtenances)_____ _____ _____per EA	24		
TS-129-5.1	Implementation of Construction Safety Plan_____ _____ _____per LS	1		
SUBTOTAL – ADDITIVE BID ALTERNATE No. 1 SCHEDULE				

BID FORM

BID SCHEDULE TABULATION

For all work required in accordance with the applicable Plans, Specifications and other Contract Documents including the cost of the required Bonds and Insurance, the undersigned submits for the BASE BID and ADDITIVE BID ALTERNATE NO. 1 the Tabulated bids, broken down by unit prices, as shown in the preceding "Schedule of Prices Bid".

Note to Bidders: This Bid Schedule Tabulation will be used to read the Bids aloud.

Tabulation of Bids:

TOTAL – BASE BID SCHEDULE:	**$**

TOTAL – ADDITIVE BID ALTERNATE NO. 1 SCHEDULE:	**$**

TOTAL – BASE BID PLUS ADDITIVE BID ALTERNATE NO. 1 SCHEDULES:	**$**

BID FORM

Attached is a cashier's check drawn on the _____bank of _____ or a Bid Bond on the standard form of the Owner for the sum of _____ and _____/100 Dollars ($_____) according to the requirements of the Instructions to Bidders, which check or Bid Bond is subject to the conditions and provisions thereof. Bid Bond must be for 5% of the bid price and must be valid for 90 days after the time and date fixed for the opening of Bids.

_____
(signature)

_____
(company name)

_____
(title)

_____
(date)
(If Bidder is an individual, sign on this line).

_____ _____(Seal)

_____ _____(Seal)
Address

BID FORM

(If Bidder is partnership, fill in name of partnership, followed by the signature of the partner signing on behalf of the partnership.)

_____
A Partnership

By:_____(SEAL)

Name and address of all partners:

_____

_____

_____

_____

_____

* *

(If Bidder is a corporation, fill in the name of the corporation, followed by the signature of the officer signing on behalf of the corporation by the officer's title.)

The below Corporation is organized and existing under the laws of the State of_____, authorized by law to make this Bid and perform all work and furnish materials and equipment required under the Contract Documents and is authorized to do business in the State of Mississippi.

_____

By:_____
(Official Title)

(Affix Corporate Seal)

_____
(Address)

_____

Attest:_____
(Secretary)

BID FORM

BIDDER'S CORPORATE DECLARATION

(To Be Filled In If Bidder Is A Corporation)

Date:_____

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	

BID FORM

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

BID FORM

DECLARATION OF PARTNERSHIP

(To be filled in if a Bidder is a Partnership)

Our Partnership is composed of the following individuals:

_____	_____
Name	Name
_____	_____
Address	Address
_____	_____
Address	Address

(Furnish additional pages if necessary to ensure all partners are listed.)

PARTNERSHIP CERTIFICATE

STATE OF _____
COUNTY OF _____

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/she is a general partner in the firm of _____ _____; that said firm consists of himself/herself 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:

_____

BID FORM

The full names and residences of persons or firms interested in the foregoing Bid as Principals or Officers (specifically include the President, Secretary and Treasurer and state the corporate office held by all other individuals listed) are as follows:

BID FORM

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

(This must be completed and submitted with the bid)

State of _____

County of _____

_____, being first duly sworn, deposes and says:

(1) He/she is_____, the Bidder that has submitted the Attached bid;

(2) Such Bid is genuine and is not a collusive or sham Bid;

(3) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or the refrain from bidding in connection with such contract, or has communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(4) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

_____

Subscribed and sworn to before me
this___day of_____, 20__.

_____

_____
(Title)

My commission expires _____

BID FORM

EQUAL OPPORTUNITY REPORT STATEMENT

(Must be completed and submitted with the Bid)

Each Bidder shall complete and sign the Equal Opportunity Report Statement. A Bid may be considered unresponsive and may be rejected, in the Owner's sole discretion, if the Bidder fails to provide the fully executed Statement or fails to furnish required data. The Bidder shall also, prior to award, furnish such other pertinent information regarding its employment policies and practices as well as those of its proposed subcontractors as FAA, the Owner or the Executive Vice President of the President's Committee may require.

The Bidder shall furnish similar Statements executed by each of its first-tier and second-tier subcontractors and shall obtain similar compliance by such subcontractors, before awarding subcontracts. No subcontract shall be awarded to any noncomplying subcontractor.

Equal Opportunity Report
Statement as Required in 41 CFR
60-1.7(b)

The Bidder shall complete the following statements by checking the appropriate blanks. Failure to complete these blanks may be grounds for rejection of bid:

1. The Bidder has_____has not_____developed and has on file at each established affirmative action programs pursuant to 41 CFR 60-1.40 and 41 CFR 60-2.

2. The Bidder has_____has not_____participated in any previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 11246, as amended.

3. The Bidder has ___ has not ____ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO)-1 Report).

4. The Bidder does____does not_____employ fifty or more employees.

_____
(Name of Bidder)

By:_____

Date:_____ Title:_____

BID FORM

CERTIFICATION OF NON-SEGREGATED FACILITIES

(Must be completed and submitted with the Bid)

The Bidder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services on any location under its control, where segregated facilities are maintained. The Bidder certifies further that it will not maintain or provide for its employees segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom or any other reason. The Bidder agrees that (except where it has obtained identical certification from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $100,000 which are not exempt from the provisions of the equal opportunity clause, and that it will retain such certification in its files.

_____
(Name of Bidder)

By:_____

Date:_____ Title:_____

BID FORM

BID CONDITIONS - DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

(Must be completed and submitted with the Bid)

The following bid conditions apply to this U.S. Department of Transportation (DOT) assisted contract. Submission of a proposal by a contractor shall constitute full acceptance of these bid conditions.

A. **Definition.** Disadvantaged Business Enterprise (DBE) as used in this contract shall have the same meaning as defined in Paragraph 26.5 of 49 CFR Part 26.

B. **Policy.** The **City of Hattiesburg, MS** (hereinafter referred to as the Owner) has established a Disadvantaged Business Enterprise (DBE) Program (Program) in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Owner has received Federal financial assistance from the Federal Aviation Administration (FAA), and as a condition of receiving this assistance, has signed an assurance that it will comply with 49 CFR Part 26. A copy of the Program is available for review in the office of the Owner.

It is the policy of the Owner to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in FAA-assisted contracts. It is also our (the Owner's) policy:

1. To ensure nondiscrimination in the award and administration of FAA assisted contracts;

2. To create a level playing field on which DBEs can compete fairly for FAA assisted contracts;

3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;

4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;

5. To help remove barriers to the participation of DBEs in FAA assisted contracts; and

6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

C. **DBE Obligation.** The contractor will ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.

D. **Contract Assurance.** The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

BID FORM

The contractor hereby assures that this Contract Assurance clause will be included in any contract signed with a subcontractor.

E. **DBE Participation.** The Owner has established a goal of **5.31** percent for DBE participation based on the amount of Federal funds to be expended for the FAA Airport Improvement Project (Bid Schedule A), to be accomplished in whole or part, by this contract.

F. **Available DBEs.** The Owner's Program contains a listing of DBEs that have been certified. Bidders are encouraged to inspect this program to assist in locating DBEs for the work. Other DBEs may be certified and added to the list in accordance with the Owner's Program. Credit toward the DBE goals will not be counted unless the DBE to be used has been certified, and is listed in the MDOT directory as specified in the Owner's program.

G. **Prompt Payment.** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

H. **DBE Financial Institutions.** The Owner encourages you to make the greatest feasible use of the services offered by banks owned and controlled by minorities and women. Information on these services may be obtained from the Owner or by contacting the Mississippi Bankers Association, Jackson, Mississippi (601) 948-6366.

I. **Directory.** The Mississippi Department of Transportation maintains a directory identifying all firms eligible to participate as DBEs. The directory lists the firm's name, address, phone number, and the type of work the firm has been certified to perform as a DBE under the U.S. DOT Unified Certification Program. A copy of the directory can be obtained at the following address or web site:

https://mdot.ms.gov/bidsystem_data/bidderspdf/DBE%20Listing.pdf
Office of Civil Rights, P.O. Box 1850, Jackson, MS 39215-1850, 601-359-7466

J. **Contractor's Required Submission.** The Owner requires the submission of the certain information that must be provided on forms furnished in Section C (Bid Form) of this document.

The Bidder/Offeror will be required to submit with the Bid the following information:

(1) The names and addresses of DBE firms that will participate in the contract;
(2) A description of the work that each DBE firm will perform;
(3) The dollar amount of the participation of each DBE firm participating;
(4) Written documentation of the bidder/offer's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
(5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and
(6) If the contract goal is not met, evidence of good faith efforts.

K. Owner reserves the right to request additional information/explanation concerning the Bidder's proposed DBE utilization and/or Good Faith effort. The Bidder must submit the requested information within 5 business days of the request.

BID FORM

SUBCONTRACTOR INFORMATION
For
BASE BID SCHEDULE

(Must be submitted with the Bid)
(Bidder may make duplicate copies of this form as required)

The names and addresses of all persons and parties who will 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 nonresponsive.) If the Bidder does not propose Subcontractors, so state.

Subcontractor Name	Subcontractor Address and Telephone	DBE or Non-DBE Status (refer to MDOT UCP)	Proposed Work Items	Proposed Sub-Contract Value	Age of Subcontractor's Firm	Annual Gross Receipts
					__ Less than 1yr __ 1-3 years __ 4-7 years __ 8-10 years __ Greater than 10 years	__ Less than $500K __ $500K - $1M __ $1M - $2M __ $2M – $5M __ Greater than $5M
					__ Less than 1yr __ 1-3 years __ 4-7 years __ 8-10 years __ Greater than 10 years	__ Less than $500K __ $500K - $1M __ $1M - $2M __ $2M – $5M __ Greater than $5M
					__ Less than 1yr __ 1-3 years __ 4-7 years __ 8-10 years __ Greater than 10 years	__ Less than $500K __ $500K - $1M __ $1M - $2M __ $2M – $5M __ Greater than $5M
					__ Less than 1yr __ 1-3 years __ 4-7 years __ 8-10 years __ Greater than 10 years	__ Less than $500K __ $500K - $1M __ $1M - $2M __ $2M – $5M __ Greater than $5M
					__ Less than 1yr __ 1-3 years __ 4-7 years __ 8-10 years __ Greater than 10 years	__ Less than $500K __ $500K - $1M __ $1M - $2M __ $2M – $5M __ Greater than $5M

BID FORM

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

(Must be submitted with the Bid)

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of **5.31** percent DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of **5.31** percent) is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No. _____

By: _____ _____
(Signature) (Title)

BID FORM

LETTER OF INTENT

(Must be submitted with Bid for each DBE subcontractor)

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

- - - -

BID FORM

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

(This form need not be filled in if all joint venture firms are disadvantaged owned.)

1. Name of joint venture_____

2. Address of joint venture _____
_____

3. Phone number of joint venture _____

4. Identify the firms which comprise the joint venture. (The DBE partner must complete the Letter of Intent located in the Bid Form.)
_____
_____
_____

   (a) Describe the role of the DBE firm in the joint venture.
   _____
   _____
   _____

   (b) Describe briefly the experience and business qualifications of each non-DBE joint venturer.
   _____
   _____
   _____

5. Nature of joint venture's business
_____

6. Provide a copy of the joint venture agreement.
_____

7. What is the claimed percentage of the DBE ownership?
_____

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided in question 6.)

   (a) Profit and loss sharing
   _____
   _____
   _____

BID FORM

(b) Capital contributions, including equipment

_____

_____

(c) Other applicable ownership interests

_____

_____

9. Control of and participation in this contract. Identify by name, race, sex and firm those individuals (and their titles) who are responsible for day-to-day management and policy decision-making, including, but not limited to, those with prime responsibility for:

(a) Financial decisions

_____

_____

(b) Management decisions, such as:

1) Estimating

_____

_____

2) Marketing and sales

_____

_____

3) Hiring and firing of management personnel

_____

_____

4) Purchasing of major items or supplies

_____

_____

(c) Supervision of field operations

_____

_____

NOTE: If, after filing this disclosure and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the Owner, either directly or through the Bidder if the joint venture is a subcontractor.

BID FORM

AFFIDAVIT

The undersigned swear or affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to the Owner current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the Owner or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements.

_____	_____
Name of Firm	Name of Firm
_____	_____
Signature	Signature
_____	_____
Typed or Printed Name	Typed or Printed Name
_____	_____
Title	Title
_____	_____
Date	Date

Date _____

State of _____

County of _____

On this the ____ day of _____, 20__, before me appeared (name) _____, to be personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission Expires _____

(Seal)

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Hattiesburg, MS, hereinafter called the "Owner", in the Penal Sum of _____ DOLLARS ($_____) 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 firmly by these presents.

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 made a part hereof, to enter into a Contract in writing for all work associated with "REPLACE PRECISION APPROACH PATH INDICATORS (PAPI), RUNWAY 13/31 AND REPLACE GUIDANCE SIGNS, RUNWAY 13/31" in accordance with the requirements of the contract documents.

The work performed shall be in exact accordance with the Technical Specification (on file at the office of the said Owner), Proposals and Special Provisions attached hereto, all being made a part hereof as fully as though copies herein, under the direct supervision and to the entire satisfaction of the Owner and in accordance with the laws of the State of Mississippi.

NOW THEREFORE,

A) if said Bid shall be rejected, or

B) if ninety (90) days expire from the time and date fixed for opening of Bids before Notice of Intent to Award the Contract is given to Principal, or

C) if one hundred twenty (120) days expire from the time and date fixed for opening of Bids before Notice of Proceed is given to Principal, or

D) if Notice of Intent to Award the Contract is given to the Principal and the Principal shall, within Ten (10) calendar days of the date of the Notice of Intent to Award the Contract, execute and deliver a Contract in the form of Contract Agreement contained in the Contract Documents, properly completed in accordance with the Instructions to Bidders, furnished with...

   1) a Performance Bond for its faithful performance of the Contract; and

   2) a Payment Bond for the payment of all persons performing labor or furnishing materials or supplies in connection therewith, in the forms contained in the Contract Documents; and

   3) satisfactory evidence of all required insurance coverage; and

   4) satisfactory evidence to the Owner of the authority of the person or persons executing the Contract and all other documents on its behalf; and

   5) the statements, certifications and data relating to Equal Employment Opportunity, Non-Segregated Facilities and Disadvantaged Business Enterprises identified in the Instructions to Bidders; and

FORM OF BID BOND

6) shall in all other respects perform its obligations pursuant to the terms of the Bid; then this obligation shall be void. Otherwise the same shall remain in full 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 Sum 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 be impaired or affected by an extension of the time within which the Owner may provide Notice of Intent to Award the Contract within which the Principal or the Owner may execute, deliver, furnish, provide or perform its obligations and the Surety does hereby waive notice of any such extensions.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

Signed, sealed and delivered
in the presence of:

_____	_____
(Witness)	(Principal)
	_____
	(Name)
	_____
	(Title)
_____	_____
(Countersignature of Resident Agent)	(Name of Surety)
	_____
	(Name)
	_____
	(Title)

Notes:

1. If Principal or Surety are corporations, the respective corporate seals should be affixed and attached.
2. 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 will take place.

CONTRACT AGREEMENT

THIS CONTRACT AND AGREEMENT made and entered into this _____ day of _____, in the year 20__ by and between the City of Hattiesburg, MS, as Party of the First Part, hereinafter called the "Owner", and _____ of _____, Party of the Second Part, hereinafter called the "Contractor".

WITNESSETH, that the Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Owner, hereby covenants and agrees to furnish and deliver all tools, labor, materials and supplies to do and perform all of the work and labor required to construct airport improvements at the Hattiesburg Bobby L Chain Municipal Airport, Hattiesburg, Mississippi. The work shall more specifically include the work associated with "REPLACE PRECISION APPROACH PATH INDICATORS (PAPI), RUNWAY 13/31 AND REPLACE GUIDANCE SIGNS, RUNWAY 13/31".

The work performed shall be in exact accordance with the Contract Documents (on file at the office of the said Owner) and Technical Specifications, Proposals and Special Provisions under the direct supervision and to the entire satisfaction of the Owner and in accordance with the laws of the State of Mississippi. Said plans, specifications, project calendar and other contract documents shall be considered incorporated herein and shall be made a part of this Agreement by reference, with the same effect as if they had been set forth fully in the body of this Agreement.

Furthermore, the contractor hereby agrees to comply with all applicable rules and regulations of the FAA and/or State of Mississippi as they relate to airport security, regardless of the status of security in force at the airport during the construction of the proposed improvements.

The Contractor agrees it shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of FAA assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Furthermore, the Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of this contract and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, the contractor agrees to take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform subcontracts. The Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this FAA-assisted contract.

All work shall be completed and accepted by the Owner within the consecutive calendar days specified in this contract following the Notice to Proceed, all in conformity with the Plans, Specifications and all other Contract Documents on file at the office of the City Clerk of the City of Hattiesburg, MS. All work shall be completed by the Contractor according to an approved project schedule, submitted by the Contractor to the Owner and Engineer for review at least five (5) working days (weekends excluded) prior to the scheduled date of the Preconstruction Conference; the approved project calendar shall be mutually agreed upon by the Contractor and the Owner, and shall be updated on a weekly basis after its acceptance.

It is further agreed and understood that the Owner agrees to pay and the Contractor agrees to accept as full and final compensation for the work done under this agreement, the total bid price adjusted for correction of quantities at the unit prices named in the Proposal which is hereto attached, such payment to be made in lawful money of the United States, at the time and in the manner set forth in the Specifications.

CONTRACT AGREEMENT

The Contractor agrees to make payment of all proper charges for labor, materials, supplies and services required in the aforementioned work, and to defend, indemnify, and save harmless the Owner and all their members, officers, agents, employees and servants, and each and every one of them, against and from all suits and costs of every kind and description, and against and from all damages to which the Owner or any of its members, officers, agents, employees or servants may be put, by reason of injury to the persons or property of others resulting from the performance of the Work, or through the Negligence of the Contractor, or through any improper or defective machinery, implements or appliances used by the Contractor in the Work or through any act or omission on the part of the Contractor, its agents, employees, servants or any other person or entity for whom the Contractor is responsible.

The Contractor agrees to pay each subcontractor under this agreement for satisfactory performance of its contract no later than 15 working days from the receipt of each payment it receives from the Owner. The Contractor agrees further to return retainage to each subcontractor within 30 working days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

It is also understood and agreed that the acceptance of final payment by the Contractor shall be considered as a release in full of all claims against the Owner or any of its members, officers, agents, employees or servants directly or indirectly arising out of, or by reason of, the work or labor performed or the materials, services or supplies furnished under this Contract.

In consideration of the premises, the Owner will pay to the Contractor for the said Work, when fully completed, the Contract Price of _____and_____/100 Dollars ($_____). Payments shall be made at the unit prices and/or lump sums specified for the various Bid Items in the Contractor's Schedule of Prices Bid, as provided for and upon the terms set forth in the Contract Documents. It is understood that the total amount to be paid shall be based on the said unit prices and/or lump sums contained in said Schedule of Prices Bid and made a part of this Agreement for the work actually completed in accordance with the Contract Documents.

The Contractor also agrees, for the consideration above expressed, and because TIME IS OF THE ESSENCE, to begin work according to the project calendar, as defined within the "Instruction To Bidders" section of the Technical Specifications (Section "B"), and to complete all work on the project within the time limits defined in that section of the Technical Specifications, and as shown on the approved project calendar. If the contractor should fail to complete the required work as specified by the deadline set by these documents, it shall pay to the Owner, as liquidated damages, as contained and agreed, and not in the nature of a penalty, the sums shown in GP-80, for exceeding the total contract time of _____ calendar days.

The Contractor agrees to carry Public Liability Insurance, Property Damage Insurance, and Workman's Compensation Insurance in amounts as required by these Specifications.

The Contractor agrees that only domestic steel and manufactured products will be used by the Contractor, subcontractors, material, men, and suppliers in the performance of this contract, as defined below:

a. Steel and manufactured products. As used in this contract, steel and manufactured products include (1) those produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United

States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States.

b. Components. As used in this contract, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.

c. Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.

Unless otherwise declared in an addendum hereto, Contractor warrants to Owner that no member, officer or employee of the Owner has any material interest either directly or indirectly, in the business of the Contractor to be conducted hereunder, and that no such person shall have any such interest at any time during the term hereof.

If the Contractor shall fail to comply with any of the terms, conditions, provisions, or stipulations of this Contract, according to the true intent and meaning thereof, then the Owner may avail itself of any or all remedies provided in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

This Agreement may be terminated in whole or in part in writing, by Owner, for its convenience, provided that such termination is for good cause (including, but not limited to substantial failure of the Contractor to fulfill its obligations under this Agreement through no fault of the Owner, legal or financial reasons or major changes in the work or project requirements) provided the Contractor is given no less than ten (10) calendar days of written notice to terminate and an opportunity for consultation with the Owner.

This Agreement shall be interpreted, construed and governed by the laws of the State of Mississippi applicable to agreements entered into and wholly performed therein. In the event one or more clauses, sections or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, Owner and contractor agree that the material rights of either party shall not be affected thereby.

In the event either party brings any action against the other under this agreement and the Owner prevails in said action, the Owner shall be entitled to recover its reasonable fees incurred as a result of said action. Such fees shall include, but not limited to, expert witness fees, court reporter fees, court costs and attorney fees. Venue for any such court action shall be Forrest or Lamar County, Mississippi.

This Agreement and its attachments (including General Provisions) represent the entire integrated agreement between Owner and Contractor and supersedes all prior negotiations, representation or agreements, either oral or written. This Contract shall be binding upon the Owner, its successor or successors, and upon the Contractor and its heirs, executors, administrators, successors and assigns, and is voidable and may be terminated by the Owner, in accordance with the provisions of the Contract Documents which are made a part of this Agreement, or if the provisions of the statutes relative thereto are not complied with.

CONTRACT AGREEMENT

IN WITNESS WHEREOF, the City of Hattiesburg, MS (Owner) has caused this Contract to be executed in its name by its Mayor, and has caused the seal of said Owner to be hereto attached; and the said party of the Second Part has caused this Contract to be executed in its name by_____ ____, attested by_____, and has caused the seal of said corporation to be hereunto attached, all on the day and year first above written.

Signed, sealed and delivered in the presence of: _____

_____
As to party of the First Part

City of Hattiesburg, MS
(Party of the First Part)

Attest: _____ By: _____

Title: _____ Title: _____

(Party of the Second Part)

Attest: _____ By: _____

Title: _____ Title: _____

CONTRACT AGREEMENT

(Use this page if the Contractor is a Partnership or an Individual)

IN WITNESS WHEREOF, the City of Hattiesburg, MS (Owner) has caused this Contract to be executed in its name by its Mayor and has caused the seal of said Owner to be hereto attached; and the said party of the Second Part has hereunto set his/her hand and seal all on the day and year first written above.

Signed, sealed and delivered
in the presence of:

_____

_____
As to party of the First Part

City of Hattiesburg, MS
(Party of the First Part)

By: _____

Title: _____

ATTEST:

By: _____

(INSERT CONTRACTORS NAME)
(Party of the Second Part)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)
(Party of the Second Part)

FORM OF PERFORMANCE 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 City of Hattiesburg, located in Hattiesburg, Mississippi, 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 certain airport improvements at the Hattiesburg Bobby L Chain Municipal Airport, near Hattiesburg, Mississippi. The work shall more specifically include work associated with "REPLACE PRECISION APPROACH PATH INDICATORS (PAPI), RUNWAY 13/31 AND REPLACE GUIDANCE SIGNS, RUNWAY 13/31". Work performed shall be in exact accordance with the Technical Specification (on file at the office of the said Owner), Proposals and Special Provisions attached hereto, all being made a part hereof as fully as though copies herein, under the direct supervision and to the entire satisfaction of the Owner and in accordance with the laws of the State of Mississippi.

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.

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 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.

FORM OF PERFORMANCE BOND

IN WITNESS WHEREOF, this instrument is executed in five counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

_____	_____
(Principal Secretary)	(Principal)
(SEAL)	by:_____
_____	_____
(Witness as to Principal)	(Title)
_____	_____
(Address)	(Address)
_____	_____

ATTEST:

_____	_____
(Surety Secretary)	(Surety)
(SEAL)	
_____	_____
(Witness to Surety)	(Attorney in Fact)
_____	_____
(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.

FORM OF 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 the City of Hattiesburg, located in Hattiesburg, Mississippi, 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 certain airport improvements at the Hattiesburg Bobby L Chain Municipal Airport, near Hattiesburg, Mississippi. The work shall more specifically include work associated with "REPLACE PRECISION APPROACH PATH INDICATORS (PAPI), RUNWAY 13/31 AND REPLACE GUIDANCE SIGNS, RUNWAY 13/31". The work performed shall be in exact accordance with the Technical Specification (on file at the office of the said Owner), Proposals and Special Provisions attached hereto, all being made a part hereof as fully as though copies herein, under the direct supervision and to the entire satisfaction of the Owner and in accordance with the laws of the State of Mississippi.

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 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.

FORM OF PAYMENT BOND

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five counterparts, each one of which shall be deemed an original, this the_____day of_____20__.

ATTEST:

(Principal's Secretary)	(Principal)
(SEAL)	
(Witness as to Principal)	(Title)
(Address)	(Address)

ATTEST:

(Surety Secretary)	(Surety)
(SEAL)	
(Witness to Surety)	(Attorney in Fact)
(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.

FORM OF CERTIFICATE OF INSURANCE

TO: City of Hattiesburg, MS
City Clerk's Office
200 Forrest Street
Post Office Box 1898
Hattiesburg, MS 39403-1898

Date: _____

PROJECT: REPLACE PRECISION APPROACH PATH INDICATORS (PAPI), RUNWAY 13/31 AND REPLACE GUIDANCE SIGNS, RUNWAY 13/31

THIS IS TO CERTIFY THAT

_____
(name and address of insured)

is at the date of this certificate, insured by this Company with respect to the business operations hereinafter described, for the types of Insurance and in accordance with the provisions of the standard policies used by this Company, and further hereinafter described. Exceptions to standard policy noted on reverse side hereof.

T Y P E O F I N S U R A N C E

TYPE OF COVERAGE	POLICY NO.	EFFECTIVE	EXPIRES	LIMITS OF LIABILITY
Workmen's Compensation				$
Public Liability				Per Person $ Per Accident $
Contingent Liability				Per Person $ Per Accident $
Property Damage				$
Automobile				$
Blasting				$
Collapse of Bldgs. or Structures Adjacent to Excavation				$
Damage to Underground Utilities				$
Other				$

FORM OF CERTIFICATE OF INSURANCE

TYPE OF COVERAGE	POLICY NO.	EFFECTIVE	EXPIRES	LIMITS OF LIABILITY
Other				
Other				
Other				
Other				
Other				
Other				

Locations Covered: _____

Descriptions of Operations Covered: _____

The above policies either in the body thereof or by appropriate endorsement provide that they may not be changed or canceled by the insurer in less than five days after the insured has received written notice of such change or cancellation.

Also to be included on all policies shall be the following:

"The Owner (City of Hattiesburg, MS), the Engineer (Neel-Schaffer, Inc.), and the servants, agents, and employees thereof are named as Additional Insured on Contractor's General Liability Insurance in respect to the above referenced project."

Where applicable local laws or regulations require more than five days actual notice of change or cancellation to the assured, the above policies shall contain such special requirements, either in the body thereof or by appropriate endorsement thereto attached.

_____
(Name of Insurer)

By: _____

Title: _____

SUPPLEMENTAL CONTRACT INFORMATION

Section 1 - Oral Agreements

Except as otherwise provided herein, oral agreements or conversations with any officer, agent or employee of the Owner either before or after execution of this Contract, shall not affect or modify any of the terms or obligations contained in any of the documents comprising said Contract.

Section 2 - Copies of Drawings Furnished

The Engineer will furnish to the Contractor three sets of Drawings and Specifications for Construction and one set of Drawings for Record Drawings. Additional sets of Drawings and Specifications will be paid for by the Contractor.

Section 3 - Order of Completion

The Contractor shall submit, at least five (5) working days (weekends excluded) prior to the scheduled date of the Preconstruction Conference, schedules which shall show the order in which the Contractor proposes to carry on the work with dates at which the Contractor will start the several parts of the work and estimated dates of completion of the several parts.

Section 4 - Ownership of Documents

Drawings, Specifications and copies thereof furnished by the Engineer shall not be reused on other work, and with the exception of the signed Contract, sets are to be returned to him on request, at the completion of the work.

Section 5 - Familiarity with Work

The Owner shall make known to all prospective bidders, prior to the receipt of bids, all information that he may have as to subsurface conditions in the vicinity of the work, topographical maps, or other information that might assist the bidder in properly evaluating the amount and character of the work that might be required. Such information shall be the best factual information available to the Owner. The Contractor, by careful examination, shall satisfy himself as to the nature and location of the work, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract; provided, however, that the requirements of this section shall in no way affect the rights and duties of the Owner and the Contractor as set forth in the Contract.

Section 6 - Changed Conditions

The Contractor shall promptly, and before such conditions are disturbed, notify the Owner in writing of: (1) Subsurface or latent physical conditions at the site differing materially from those

indicated on this Contract; or (2) previously unknown physical or other conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The Engineer shall promptly investigate the conditions, and if he finds that conditions do so materially differ and cause an increase or decrease in the cost of, or the time required for, performance of this Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given notice as above required; provided that the Engineer may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final settlement of the Contract.

Section 7 - Materials and Appliances

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work. Unless otherwise specified, all materials incorporated in the permanent work shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

Section 8 - Employees

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned to him. Adequate sanitary facilities for his employees shall be provided by the Contractor.

Section 9 - Royalties and Patents

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof except that the Owner shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, unless the Owner has notified the Contractor prior to the signing of the Contract that the particular process or product is patented or is believed to be patented.

Section 10 - Permits, Licenses and Regulations

Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified.

Section 11 - Protection of the Public and of Work and Property

The Contractor shall provide and maintain all reasonable watchmen, barricades, warning lights and signs and take all reasonable precautions for the protection and safety of the public. He

shall continuously maintain reasonable protection of all work from damage, and shall take all reasonable precautions to protect the Owner's property from injury or loss arising in connection with this Contract. He shall make good any damage, injury or loss to his work and to the property of the Owner resulting from lack of reasonable protection precautions, except such as may be due to errors in the Contract Documents or caused by agents or employees of the Owner. He shall reasonably protect adjacent private and public property, as required by Law and the Contract Documents. The Contractor shall, at his expense, repair any damage to property or plant of the Owner, the public, citizen or governmental agencies.

The Contractor will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner and the Engineer.

Section 12 - Superintendence

The Contractor shall keep on his work, during its progress, a competent superintendent and any necessary assistants. The superintendent shall represent the Contractor, and all direction given to the Contractor. Important directions shall immediately be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case. The Contractor shall give efficient superintendence to the work, using his best skill and attention.

Section 13 - Responsibility for Work

Except as herein provided, the Contractor assumes full responsibility for the work. Until its final acceptance, the Contractor shall be responsible for damage to or destruction of the work. The Contractor agrees to make no claims against the Owner for damages to unaccepted work for any cause except negligence or willful acts of the Owner, acts of an Enemy, acts of war, acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or as provided in Section 14.

Section 14 - Indemnification

The Contractor shall indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against any claim, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense is attributable to body injury, sickness, disease or death, or to injury to or destruction of tangible property. Such indemnity shall be limited to the extent the claims, damages, losses or expenses were caused by the Contractor, any subcontractor of the Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. The Mississippi Attorney General has ruled that without specific statutory authority Mississippi law prohibits the City of Hattiesburg MS (Owner) from waiving or limiting any legal remedies or damages it has under Mississippi law and that any such provision would be void.

In any and all claims against the Owner or the Engineer or any of their agents or employees by any employee of the Contractor, any subcontractor of the Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the

indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor of the Contractor under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

Except to the extent the Engineer is liable to the Owner pursuant to its Prime Agreement with the Owner, the obligations of the Contractor under this Section shall not extend to the liability of the Engineer, his agents or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications or (b) the giving of or failure to give directions or instructions by the Engineer, his agents or employees provided such giving or failure to give is the primary cause of injury or damage.

Section 15 - Arbitration

A. Demand for Arbitration - Any dispute or any decision of the Engineer may be submitted to arbitration upon the demand of either party to the dispute when not prohibited by law and provided that the opposing party shall consent thereto. Once the opposing party shall have consented to arbitrate, a decision of the arbitrators shall be a condition precedent to any legal action provided said decision is rendered within seven days after the parties shall have concluded their testimony, arguments and rested. If no decision shall have been rendered by the arbitrators within seven days after all parties shall have concluded their testimony, arguments, and rested, then the arbitrators shall be deemed to be deadlocked and the entire proceeding shall be void. Either party shall have the right to submit his cause of action to the courts should he not consent to arbitrate. Either party may submit his cause of action to the courts without prejudice after arbitration has been concluded. The decision of the arbitrators shall have no binding affect upon the courts. The sole purpose for allowing arbitration is to clear up disputes between the parties rapidly. It is not meant to prejudice any party's right to have his position litigated by the courts should he deem such litigation necessary to protect his rights.

The demand for arbitration shall be delivered in writing to the Engineer and the adverse party by the demanding party, either personally or by registered mail to the last known address of each. The demand shall be made within 30 days of the receipt of the Engineer's decision, and in no case after final payment has been accepted except as otherwise expressly stipulated in the Contract Documents. If Engineer has failed to make a decision within a reasonable time, the demand for arbitration may be made as if his decision had been rendered against the demanding party.

B. Arbitrators - No one shall be nominated or act as an arbitrator who is in any way financially interested in this Contract or in the business affairs of the Owner, or the Contractor, or the Engineer, or otherwise connected with any of them. Each arbitrator shall be a person in general familiar with the work or the problem involved in the dispute submitted to arbitration.

Unless otherwise provided by controlling statutes, the parties may agree upon one arbitrator, otherwise there shall be three, one named in writing, by each party to this Contract, to the other party and the third chosen by those two arbitrators, or if they should fail to select a third within 15 days, then he shall be appointed by the presiding officer, if a disinterested party, of the County Bar Association nearest to the location of the work. Should the party demanding arbitration fail to name an arbitrator within ten days of his demand, his

right to arbitration shall lapse. Should the other party fail to name an arbitrator within 30 days, then said presiding officer shall appoint such arbitrator within ten days, and upon his failure to do so then such arbitrator shall be appointed on the petition of the party demanding arbitration by a judge of the Federal Court in the District where such arbitration is to be held.

The said presiding officer of the County Bar Association nearest the location of the work, if a disinterested party, shall have the power to declare the position of any arbitrator vacant by reason of refusal or inability to act, sickness, death, resignation, absence or neglect. Any vacancy shall be filled by the party making the original appointment, and unless so filled within five days after the same has been declared, it shall be filled by the said presiding officer. If testimony has been taken before a vacancy has been filled, the matter must be reheard unless a rehearing is waived in the submission (the statement of the matters in dispute between the parties to be passed upon by the arbitrator) or by the written consent of the parties.

If there be one arbitrator, his decision shall prevail; if three, the decision of any two shall prevail in respect to both the matter submitted and to the procedure followed during the arbitration.

C. **Arbitration Procedure** - The arbitrators shall deliver a written notice to each of the parties and to the Engineer, either personally or by registered mail to the last known address of each of the time and place for the beginning of the hearing of the matters submitted to them. Each party may submit to the arbitrators such evidence and argument as he may desire and the arbitrators shall, however, be the judges of all matters of law and fact relating to both the subject matter of the procedure during arbitration and shall not be bound by technical rules of law or procedure. They may hear evidence in whatever form they desire. The parties may be represented before them by such person as each select, subject to the disciplinary power of the arbitrators if such representation shall interfere with the orderly or speedy conduct of the proceedings.

Each party and the Engineer shall supply the arbitrators with such papers and information as they may demand, or with any witness whose movements are subject to their respective control, and upon refusal or neglect to comply with such demands, the arbitrators may render their decision without the evidence which might have been elicited therefrom, and the absence of such evidence shall afford no ground for challenge of the award by the party refusing or neglecting to comply with such demand.

The submission to arbitration (the statement of the matters in dispute between the parties to be passed upon by the arbitrators) shall be in writing. Unless waived in writing by both parties to the arbitration, the arbitrators, before hearing testimony, shall be sworn by an officer authorized by law to administer an oath, faithfully and fairly to hear and examine the matters in controversy and to make a just award according to the best of their understanding.

The arbitrators, if they deem the case demands it, are authorized to award to the party whose contention is sustained such sums as they shall consider proper for the time, expense and trouble incident to the arbitration and if the arbitration was demanded without reasonable cause, damages for delay and other losses. The arbitrators shall fix their own compensation, unless otherwise provided by agreement, and shall assess the costs and charges of the arbitration upon either or both parties.

The award of the arbitrators shall be in writing and a duplicate shall be delivered personally or by registered mail forthwith upon its rendition, to each of the parties to the controversy and to the Engineer. In any event, the arbitration proceedings must be concluded within 180 days after the selection of arbitrators is completed or they shall be void.

The award of the arbitrators shall not be open to objection on account of the form of the proceedings or the award, unless otherwise provided by the controlling statutes. In the event of such statutes providing on any matter covered by this section otherwise than as hereinbefore specified, the method of procedure throughout and the legal effect of the award shall be wholly in accord with said statutes, it being the intention hereby to lay down a principle of action to be followed, leaving its local application to be adapted to the legal requirements of the jurisdiction having authority over the arbitration.

The Engineer shall not be deemed a party to the dispute. He is given the right to appear before the arbitrators to explain the basis of his decision and give such evidence as they may require.

Section 16 - Cleaning Up

The Contractor shall remove at his own expense from the Owner's property and from all public and private property all temporary structures, rubbish and waste materials resulting from his operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission of such disposal granted to the Contractor by the Owner thereof.

Section 17 - General Warranty

The Contractor shall warrant all equipment, materials, products and workmanship provided by the Contractor under these Contract Documents for a period of 12 months, unless longer periods are specified elsewhere, after the date of final payment.

If, during the warranty period (a) any equipment, materials or products furnished and/or installed by the Contractor are found to be defective in service by reason of the Contractor's faulty process, structural and/or mechanical design, or (b) any equipment, materials, or products furnished and/or installed by the Contractor are found to be defective by reason of defects in material or workmanship, the Contractor shall, as soon as possible after receipt of written notice from the Owner, repair or cause to be repaired such defective equipment, materials or products at no additional cost to the Owner.

The Contractor shall not be obligated to make replacements which become necessary because of ordinary wear and tear, or as a result of improper operation or maintenance, or as a result of improper work or damage by another Contractor or the Owner, or to perform any work which is normally performed by a maintenance crew during operation.

Section 18 - Substitutions

Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator,

supplier or distributor, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by Engineer if sufficient information is submitted by Contractor to allow Engineer to determine that the material or equipment proposed is equivalent to that named. The procedure for review by Engineer will be as set forth in Paragraphs A. and B. below and as supplemented in the General Requirements.

A. Requests for review of substitute items of material and equipment will not be accepted by Engineer from anyone other than Contractor. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make written application to Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's timely achievement of Substantial Completion, whether or not acceptance of the substitute for use in the Work will require a change in the Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain a statement that Contractor agrees to pay all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other Contractors affected by the resulting change. Engineer may require Contractor to furnish at Contractor's expense additional data about the proposed substitute. Engineer will be allowed a reasonable time within which to evaluate the proposed substitute. Engineer will be sole judge of acceptability and no substitute will be ordered or installed without Engineer's prior written acceptance. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

B. Engineer will record time required by Engineer and Engineer's consultants in evaluating substitutions proposed by Contractor and in making changes in the Drawings or Specifications occasioned thereby, whether or not Engineer accepts a proposed substitute, Contractor shall reimburse Owner for the charges of Engineer and Engineer's consultants for evaluating any proposed substitute that does not meet the requirements of the Drawings and Specifications.

Section 19 - Contract Documentation Prior to Final Payment

The Contractor shall submit all documents required by the Contract to Engineer before final payment including but not limited to the following:

(1) Certificate of Substantial Completion
(2) Contractor's Warranty
(3) Consent of Surety (for both Performance and Payment Bonds)
(4) Contractor's Affidavit of Payment of Debts & Claims
(5) Contractor's and Subcontractor's Affidavit of Release of Liens
(6) Final Pay Request
(7) Davis Bacon Payroll Records
(8) As Built Plans
(9) Final DBE Reports

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned,_____, the duly authorized and acting legal representative of the City of Hattiesburg, do hereby certify that I have examined the attached contract and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

_____
(Signature)

_____
(Printed or Typed Name)

_____
(Address)

_____
(Date)

DEFINITION OF TERMS

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

Paragraph Number	Term	Definition
10-01	**AASHTO**	The American Association of State Highway and Transportation Officials.
10-02	**Access Road**	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	**Advertisement**	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	**Airport**	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	**Airport Improvement Program (AIP)**	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	**Air Operations Area (AOA)**	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	**Apron**	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	**ASTM International (ASTM)**	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	**Award**	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-10	**Bidder**	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
10-11	**Building Area**	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	**Calendar Day**	Every day shown on the calendar.
10-13	**Certificate of Analysis (COA)**	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.

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10-14	**Certificate of Compliance (COC)**	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	**Change Order**	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	**Contract**	A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.
10-17	**Contract Item (Pay Item)**	A specific unit of work for which a price is provided in the contract.
10-18	**Contract Time**	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-19	**Contractor**	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	**Contractors Quality Control (QC) Facilities**	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	**Contractor Quality Control Program (CQCP)**	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	**Control Strip**	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	**Construction Safety and Phasing Plan (CSPP)**	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport

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		operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	**Drainage System**	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	**Engineer**	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	**Equipment**	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	**Extra Work**	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	**FAA**	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	**Federal Specifications**	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	**Force Account**	**a.** Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis. **b.** Owner Force Account - Work performed for the project by the Owner's employees.
10-31	**Intention of Terms**	Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner. Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section,

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Paragraph Number	Term	Definition
		specification item, or cited standard that may be pertinent to such specific reference.
10-32	**Lighting**	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	**Major and Minor Contract Items**	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	**Materials**	Any substance specified for use in the construction of the contract work.
10-35	**Modification of Standards (MOS)**	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	**Notice to Proceed (NTP)**	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. *The Notice to Proceed defines start of Phase 0.*
10-37	**Owner**	The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is *City of Hattiesburg, Mississippi.*
10-38	**Passenger Facility Charge (PFC)**	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	**Pavement Structure**	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	**Payment bond**	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	**Performance bond**	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	**Plans**	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the

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Paragraph Number	Term	Definition
		contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	**Project**	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	**Proposal**	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	**Proposal guaranty**	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	**Quality Assurance (QA)**	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	**Quality Control (QC)**	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	**Quality Assurance (QA) Inspector**	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	**Quality Assurance (QA) Laboratory**	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	**Resident Project Representative (RPR)**	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	**Runway**	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	**Runway Safety Area (RSA)**	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	**Safety Plan Compliance Document (SPCD)**	Details how the Contractor will comply with the CSPP.
10-54	**Specifications**	A part of the contract containing the written directions and requirements for completing the contract work. Standards for

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Paragraph Number	Term	Definition
		specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	**Sponsor**	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	**Structures**	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	**Subgrade**	The soil that forms the pavement foundation.
10-58	**Superintendent**	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	**Supplemental Agreement**	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%: (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	**Surety**	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	**Taxilane**	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	**Taxiway**	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	**Taxiway/Taxilane Safety Area (TSA)**	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	**Work**	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

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Paragraph Number	Term	Definition
10-65	**Working day**	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
10-66	***Nighttime Hours***	*The hours of the day beginning at 6:00 PM and ending at 6:00 AM Local time.*
10-67	***Notice to Commence Work***	*A written notice provided by the Owner to the Contractor defining the date construction work (field work) on the site is anticipated to begin. The Notice to Commence Work defines the start of the Contract Time.*

END OF SECTION 10

PROPOSAL REQUIREMENTS AND CONDITIONS

20-01 Advertisement (Notice to Bidders). Public Notice for the project was provided as shown in Section A of the Contract Documents.

20-02 Qualification of bidders. Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

20-03 Contents of proposal forms. The Owner's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a proposal irregular are given in paragraph 20-09 *Irregular proposals*.

Mobilization is limited to 10 percent of the total project cost. *Any bid amount in excess of the noted limitation will not be paid until the final pay application.*

20-04 Issuance of proposal forms. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:

a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.

b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.

c. Documented record of Contractor default under previous contracts with the Owner.

d. Documented record of unsatisfactory work on previous contracts with the Owner.

20-05 Interpretation of estimated proposal quantities. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be

increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

20-06 Examination of plans, specifications, and site. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which the bidder may make or obtain from their own examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

20-07 Preparation of proposal. The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

20-08 Responsive and responsible bidder. A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 Irregular proposals. Proposals shall be considered irregular for the following reasons:

a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.

b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.

c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.

d. If the proposal contains unit prices that are obviously unbalanced.

e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.

f. If the applicable Disadvantaged Business Enterprise information is incomplete.

g. Satisfactory submittal of the items included in the Bidder's Checklist shown on Page B-2.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 Bid guarantee. Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to the Owner.

20-11 Delivery of proposal. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

20-12 Withdrawal or revision of proposals. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 Public opening of proposals. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-14 Disqualification of bidders. A bidder shall be considered disqualified for any of the following reasons:

a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

c. If the bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms,* of this section.

20-15 Discrepancies and Omissions. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than 5 days prior to bid opening.

Any interpretation of the project bid documents by the Owner's Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

END OF SECTION 20

AWARD AND EXECUTION OF CONTRACT

30-01 Consideration of proposals. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.

b. If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within **90** calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

30-03 Cancellation of award. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.

30-04 Return of proposal guaranty. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals.* Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds.*

30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 Execution of contract. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds,* of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder.

30-07 Approval of contract. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

30-08 Failure to execute contract. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract,* of

this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.

END OF SECTION 30

SCOPE OF WORK

40-01 Intent of contract. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 Alteration of work and quantities. The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 Omitted items. The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

40-04 Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

SCOPE OF WORK

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 Maintenance of traffic. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (http://mutcd.fhwa.dot.gov/), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways.

40-06 Removal of existing structures. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 Rights in and use of materials found in the work. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,

b. Remove such material from the site, upon written approval of the RPR; or

c. Use such material for the Contractor's own temporary construction on site; or,

d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 Final cleanup. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

END OF SECTION 40

CONTROL OF WORK

50-01 Authority of the Resident Project Representative (RPR). The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

50-02 Conformity with plans and specifications. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 Coordination of contract, plans, and specifications. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard

test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

50-04 List of Special Provisions. *Special Provisions, Special Conditions, Technical Specifications, Technical Supplements, and other contract requirements are shown in the Table of Contents.*

50-05 Cooperation of Contractor. The Contractor shall be supplied with 2 full scale and 2 half scale hard copies or an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

50-06 Cooperation between Contractors. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-07 Construction layout and stakes. The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): .txt

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

50-08 Authority and duties of Quality Assurance (QA) inspectors. QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

50-09 Inspection of the work. All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 Removal of unacceptable and unauthorized work. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

50-11 Load restrictions. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

50-12 Maintenance during construction. The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 Failure to maintain the work. Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

50-14 Partial acceptance. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 Final acceptance. Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

CONTROL OF WORK

50-16 Claims for adjustment and disputes. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

END OF SECTION 50

CONTROL OF MATERIALS

60-01 Source of supply and quality requirements. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program* and *Addendum*, that is in effect on the date of advertisement.

60-02 Samples, tests, and cited specifications. All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the RPR.

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

The Contractor shall employ a Quality Control (QC) testing organization to perform all Contractor required QC tests in accordance with Item C-100 Contractor Quality Control Program (CQCP) and all other Technical Specifications.

60-03 Certification of compliance/analysis (COC/COA). The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

CONTROL OF MATERIALS

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "or equal," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

a. Conformance to the specified performance, testing, quality or dimensional requirements; and,

b. Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 Plant inspection. The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

a. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.

b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.

c. If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 Engineer/ Resident Project Representative (RPR) field office. An Engineer/RPR field office is not required.

60-06 Storage of materials. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

60-07 Unacceptable materials. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

CONTROL OF MATERIALS

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

60-08 Owner furnished materials. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60

LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

70-01 Laws to be observed. The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-02 Permits, licenses, and taxes. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-03 Patented devices, materials, and processes. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 Restoration of surfaces disturbed by others. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans.

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 Federal Participation. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 Sanitary, health, and safety provisions. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

70-07 Public convenience and safety. The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic,* and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

70-08 Construction Safety and Phasing Plan (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is *included in the Construction Drawings and Special Condition SC-3.*

70-09 Use of explosives. The use of explosives is not permitted on this project.

70-10 Protection and restoration of property and landscape. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

70-11 Responsibility for damage claims. The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-12 Third party beneficiary clause. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 Opening sections of the work to traffic. If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

The Contractor shall refer to the CSPP for a description of work to be completed in each phase, the required openings and closures of airfield facilities, and the required notices.

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

70-14 Contractor's responsibility for work. Until the RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 Contractor's responsibility for utility service and facilities of others. As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents. *The "Person to Contact" for each utility service is indicated as follows:*

Utility Services				
Utility Service or Utility	**Contact Name**	**Title**	**Telephone Number**	**Emergency Number**
FAA Circuits	N/A	FAA	N/A	N/A
Airfield Lighting Circuits	Chip Gibson	Airport Manager	(601) 549-4740	(601) 549-4740
Airfield Storm Drainage	Chip Gibson	Airport Manager	(601) 549-4740	(601) 549-4740

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

70-15.1 FAA facilities and cable runs. The Contractor is hereby advised that the construction limits of the project include existing facilities and buried cable runs that are owned, operated and maintained by the FAA. The Contractor, during the execution of the project work, shall comply with the following:

a. The Contractor shall permit FAA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing FAA owned facilities.

b. The Contractor shall provide notice to the FAA Air Traffic Organization (ATO)/Technical Operations/System Support Center (SSC) Point-of-Contact through the airport Owner a minimum of seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.

c. If execution of the project work requires a facility outage, the Contractor shall contact the FAA Point-of-Contact a minimum of 72 hours prior to the time of the required outage.

d. Any damage to FAA cables, access roads, or FAA facilities during construction caused by the Contractor's equipment or personnel whether by negligence or accident will require the Contractor to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements. The Contractor shall not bear the cost to repair damage to underground facilities or utilities improperly located by the FAA.

e. If the project work requires the cutting or splicing of FAA owned cables, the FAA Point-of-Contact shall be contacted a minimum of 72 hours prior to the time the cable work commences. The FAA reserves the right to have a FAA representative on site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA specifications and require approval by the FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

70-16 Furnishing rights-of-way. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 Personal liability of public officials. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 No waiver of legal rights. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-19 Environmental protection. The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 Archaeological and historical findings. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not

contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work,* and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

70-21 Insurance Requirements. Insurance Requirements are shown in Section B.

END OF SECTION 70

EXECUTION AND PROGRESS

80-01 Subletting of contract. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least 25 percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

The Contractor shall provide copies of all subcontracts to the RPR 14 days prior to being utilized on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

80-02 Notice to proceed (NTP). The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within 2 days of the NTP date. The Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

80-03 Execution and progress. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at 10 days prior to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

The project schedule shall be prepared as a network diagram in Critical Path Method (CPM), Program Evaluation and Review Technique (PERT), or other format, or as otherwise specified. It shall include information on the sequence of work activities, milestone dates, and activity duration. The schedule shall show all work items identified in the project proposal for each work area and shall include the project start date and end date.

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The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule a twice monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

80-04 Limitation of operations. The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

See CSPP and Construction Drawings.

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

80-05 Character of workers, methods, and equipment. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

80-06 Temporary suspension of the work. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for

normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 Determination and extension of contract time. The number of calendar days shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

80-07.1 Contract time based on calendar days. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

If the Contractor finds it impossible for reasons beyond their own control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this paragraph, the Contractor may, at any time prior to the expiration of the contract time as extended, make a written request to the Owner for an extension of time setting forth the reasons which the Contractor believes will justify the granting of their own request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the supporting documentation justify the work was delayed because of conditions beyond the control and without the fault of the Contractor, the Owner may extend the time for completion by a change order that adjusts the contract time or completion date. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

Requests for extension of time, caused by any issue other than inclement weather, shall be supported with documentation and justification of delay duration by pre- and post-delay event critical path schedules. An extension of contract time will not be made if the actual singular critical path is not impacted.

Requests for extension of time caused by inclement weather shall be as follows:

Below is a table of normally anticipated days for work on a monthly basis for the project location that accounts for holidays, normal weather conditions, and drying days. Unusually severe weather may cause a delay to the completion of the project beyond the control and without the fault or negligence of the Contractor. In the event of a delay, the RPR at the request of the Contractor, shall compare the total number of days the Contractor worked or could have worked for the contract duration to the Anticipated Days for Working for the total contract duration. If the NTP starts after the 1st day of the month or stops before the last day of the month, the number of Available Days for Working per month shall be adjusted proportionally. If the number of days assessed the Contractor are more than were anticipated, then no additional time will be awarded. If however, less days were assessed to the Contractor than normally anticipated, then the RPR shall recommend increasing the contract time due to weather delays equivalent to the duration of anticipated days for working less the number of days the Contractor worked or could have worked.

Table 80-07-1 - Table of Anticipated Days for Working

Month	Anticipated Days for Working		Month	Anticipated Days for Working
January	6		July	21
February	7		August	21
March	11		September	20
April	15		October	16
May	19		November	11
June	20		December	5

80-08 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

EXECUTION AND PROGRESS

Table 80-08-1 – Phasing Description and Contract Time

PHASE			WORK AREA	GENERAL WORK DESCRIPTION	DURATION		AVAILABLE WORK HOURS	LIQUIDATED DAMAGES
NO.	NAME	SUB PHASE						
0	MOBILIZATION AND PRECONSTRUCTION ACTIVITIES	N/A	STAGING AREA, ALL AREAS (SITE VISIT UNDER ESCORT, NO CONSTRUCTION)	SHOP DRAWINGS, SUBMITTALS, MIX DESIGNS, SPCD, AIRFIELD SAFETY TRAINING, MOBILIZATION, STAGING AREA CONSTRUCTION, HAUL ROAD AND FENCING CONSTRUCTION ETC.	UN-TIMED(1)		24 HOURS PER DAY / 7 DAYS PER WEEK	N/A
1	SOUTH TWY OUTSIDE OF RSA	N/A	ELECTRICAL VAULT, TERMINAL RAMP, TWY A SOUTH OF TWY A2, TWY A3 (OUTSIDE RSA), AND TWY A4 (OUTSIDE RSA)	ELECTRICAL VAULT MODIFICATIONS, TRENCHING, INSTALLATION OF CONDUCTORS, DEMOLITION OF GUIDANCE SIGNS AND FOUNDATIONS, NEW CONCRETE FOUNDATIONS, PLACEMENT OF GUIDANCE SIGNS	30 CALENDAR DAYS		24 HOURS PER DAY / 7 DAYS PER WEEK	N/A
2	NORTH TWY OUTSIDE OF RSA	N/A	ELECTRICAL VAULT, TWY A NORTH OF TWY A2, TWY A (OUTSIDE RSA), AND TWY A1 (OUTSIDE RSA)	ELECTRICAL VAULT MODIFICATIONS, TRENCHING, INSTALLATION OF CONDUCTORS, DEMOLITION OF GUIDANCE SIGNS AND FOUNDATIONS, NEW CONCRETE FOUNDATIONS, PLACEMENT OF GUIDANCE SIGNS	30 CALENDAR DAYS		24 HOURS OER DAY / 7 DAYS PER WEEK	N/A
3	RWY 13-31	3A	ELECTRICAL VAULT, ALL AREAS WITHIN THE RSA	ELECTRICAL VAULT MODIFICATIONS, TRENCHING, THE INSTALLATION OF CONDUCTORS, DEMOLITION OF GUIDANCE SIGNS AND FOUNDATIONS, NEW CONCRETE FOUNDATIONS, PLACEMENT OF GUIDANCE SIGNS, DEMOLITION OF PAPI'S, INSTALLATION OF PAPI'S	30	CALENDAR DAYS	NIGHTTIME HOURS ONLY (6:00 PM – 6:00 AM)	$500 PER 30 MINUTE INTERVAL BEYOND SPECIFIED WORKING TIME AND $2,500.00 PER CALENDAR DAY
		3B(6)			5	CALENDAR DAYS	24 HOURS PER DAY / 7 DAYS PER WEEK	
SUBSTANTIAL COMPLETION = SATISFACTORY COMPLETION OF PHASE 3;								

Table 80-08-2 – Liquidated Damages

PHASE			WORK AREA	GENERAL WORK DESCRIPTION	DURATION	AVAILABLE WORK HOURS	LIQUIDATED DAMAGES
NO.	NAME	SUB PHASE					
1-3	ALL PHASES	N/A	ALL AREAS	ALL WORK	95 CALENDAR DAYS	SEE TABLE 80-08-1	$500 PER CALENDAR DAY, AND AS DEFINED IN TABLE 80-08-1

Notes:

1. Phase 0 is shown as an un-timed phase after Notice to Proceed but prior to commencement of construction to provide the Contractor with time to perform pre-construction activities, including

shop drawings, manufacture, and delivery of materials. The Contractor shall submit a proposed schedule after approval of shop drawings. The schedule shall include a letter from the suppliers of the PAPI's and Airfield Guidance Signs showing a delivery date for the construction materials. This date shall serve as the date the Owner will issue a Notice to Commence Work for Phase 1. Contract Time for Phase 1 shall begin no later than 10 days after the Notice to Commence Work. The Contractor shall provide the Owner with monthly updates of delivery times and proposed start dates for construction during Phase 0. The Owner reserves the right to extend the date of the Notice to Commence Work based on GP-80-07.

2. Liquidated Damages shall be applied by the total Contract Time, except as noted in Table 80-08-2 above. Liquidated Damages include the sum for both "Over Duration" damages for time exceeding the overall time allotment and "Over Work Hours" damages for failure to complete off-peak (nighttime) work, including work required to restore the runway to operable conditions, by the time specified.

3. Liquidated Damages shall be applied during the pay period in which they are incurred.

4. Not Used.

5. Not Used.

6. In addition to the 30 Calendar Days of Nighttime Only Work (6:00 PM – 6:00 AM) for Phase 3, the Contractor is allotted 5 Calendar Days of 24 Hours Per Day Work in Phase 3 where the Contractor may work within the RSA with Runway 13-31 closed.

7. The PAPI Units will require an FAA Flight Inspection, which often occurs 6 – 9 months after project completion. The Contractor shall return to the site for the flight inspection and adjust the PAPI's as directed by the Flight Crew at no additional cost to the Contract.

The maximum construction time allowed for all Schedules will be the sum of the time allowed for individual schedules but not more than 95 Calendar Days for the Base Bid plus Additive Alternate 1 or the Base Bid Only. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a wavier on the part of the Owner of any of its rights under the contract.

80-09 Default and termination of contract. The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or

b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or

c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or

d. Discontinues the execution of the work, or

e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or

f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or

g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or

h. Makes an assignment for the benefit of creditors, or

i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 Termination for national emergencies. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 Work area, storage area and sequence of operations. The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

END OF SECTION 80

MEASUREMENT AND PAYMENT

90-01 Measurement of quantities. All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement**.**

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract. 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.

When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term "ton" will mean the short ton consisting of 2,000 pounds (907 km) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the

MEASUREMENT AND PAYMENT

Term	Description
	distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end. Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted. In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%. In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded. Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them. Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment. All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.

MEASUREMENT AND PAYMENT

Term	Description
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 *Payment for Extra Work*.
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 Scope of payment. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities,* will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in Section 40, paragraph 40-03, *Omitted Items,* the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 Payment for extra work. Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

MEASUREMENT AND PAYMENT

90-06 Partial payments. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

a. From the total of the amount determined to be payable on a partial payment, 5 percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

90-07 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.

b. The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

c. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.

d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.

e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

90-08 Payment of withheld funds. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.

d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to

be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes,* or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-10 Construction warranty.

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within seven days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 Contractor Final Project Documentation. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

g. When applicable per state requirements, return copies of sales tax completion forms.

h. Manufacturer's certifications for all items incorporated in the work.

i. All required record drawings, as-built drawings or as-constructed drawings.

j. Project Operation and Maintenance (O&M) Manual(s).

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

END OF SECTION 90

OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION
FAA ADVISORY CIRCULAR 150/5370-2G

DESCRIPTION

SC-1-1.1 Construction activities on airports are governed by numerous technical specifications and many other unique requirements established by the federal government. Operational safety on airports during construction (and related aviation safety) is but one of the many topics that has been addressed by the FAA. Also, with recently enacted and very restrictive security requirements in place at airports across the country, the ability to work on a secure airfield is more challenging than ever before.

SC-1-1.2 As an aid to the Contractor, the Engineer has downloaded and included herein a copy of the latest FAA advisory circular for safety on airports during construction. Within the pages of the circular are outlined specific requirements that a contractor must follow if they plan to work on an active airfield...especially within the secured boundaries of that airport. By reading, understanding and following the guidance found in this advisory circular and through subsequent meetings at the airport prior to the commencement of work, the restrictions now in place can be satisfactorily addressed and the work performed as planned.

METHOD OF MEASUREMENT & BASIS OF PAYMENT

SC-1-2.1 Unless specifically identified in the proposal form, delivery and installation of all materials necessary to complete the implementation of safety devices and controls, and all labor, equipment, tools, and incidentals necessary to complete the item shall not be measured or paid for separately, but shall be considered incidental to the project and costs for same will be included in other items of work.

U.S. Department
of Transportation
Federal Aviation
Administration

Advisory Circular

Subject: Operational Safety on Airports During Construction	**Date:** 12/13/2017 **Initiated By:** AAS-100	**AC No:** 150/5370-2G **Change:**

1 **Purpose.**

This AC sets forth guidelines for operational safety on airports during construction.

2 **Cancellation.**

This AC cancels AC 150/5370-2F, *Operational Safety on Airports during Construction*, dated September 29, 2011.

3 **Application.**

This AC assists airport operators in complying with Title 14 Code of Federal Regulations (CFR) Part 139, *Certification of Airports*. For those certificated airports, this AC provides one way, but not the only way, of meeting those requirements. The use of this AC is mandatory for those airport construction projects receiving funds under the Airport Improvement Program (AIP). See Grant Assurance No. 34, *Policies, Standards, and Specifications*. While we do not require non-certificated airports without grant agreements or airports using Passenger Facility Charge (PFC) Program funds for construction projects to adhere to these guidelines, we recommend that they do so to help these airports maintain operational safety during construction.

4 **Related Documents.**

ACs and Orders referenced in the text of this AC do not include a revision letter, as they refer to the latest version. Appendix A contains a list of reading material on airport construction, design, and potential safety hazards during construction, as well as instructions for obtaining these documents.

5 **Principal Changes.**

The AC incorporates the following principal changes:

1. Notification about impacts to both airport owned and FAA-owned NAVAIDs was added. See paragraph 2.13.5.3, NAVAIDs.

2. Guidance for the use of orange construction signs was added. See paragraph 2.18.4.2, Temporary Signs.
3. Open trenches or excavations may be permitted in the taxiway safety area while the taxiway is open to aircraft operations, subject to restrictions. See paragraph 2.22.3.4, Excavations.
4. Guidance for temporary shortened runways and displaced thresholds has been enhanced. See Figure 2-1 and Figure 2-2.
5. Figures have been improved and a new Appendix F on the placement of orange construction signs has been added.

Hyperlinks (allowing the reader to access documents located on the internet and to maneuver within this document) are provided throughout this document and are identified with underlined text. When navigating within this document, return to the previously viewed page by pressing the "ALT" and " ←" keys simultaneously.

Figures in this document are schematic representations and are not to scale.

6 **Use of Metrics.**

Throughout this AC, U.S. customary units are used followed with "soft" (rounded) conversion to metric units. The U.S. customary units govern.

7 **Where to Find this AC.**

You can view a list of all ACs at http://www.faa.gov/regulations_policies/advisory_circulars/. You can view the Federal Aviation Regulations at http://www.faa.gov/regulations_policies/faa_regulations/.

8 **Feedback on this AC.**

If you have suggestions for improving this AC, you may use the Advisory Circular Feedback form at the end of this AC.

John R. Dermody
Director of Airport Safety and Standards

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CHAPTER 1. PLANNING AN AIRFIELD CONSTRUCTION PROJECT

1.1 Overview.

Airports are complex environments, and procedures and conditions associated with construction activities often affect aircraft operations and can jeopardize operational safety. Safety considerations are paramount and may make operational impacts unavoidable. However, careful planning, scheduling, and coordination of construction activities can minimize disruption of normal aircraft operations and avoid situations that compromise the airport's operational safety. The airport operator must understand how construction activities and aircraft operations affect one another to be able to develop an effective plan to complete the project. While the guidance in this AC is primarily used for construction operations, the concepts, methods and procedures described may also enhance the day-to-day airport maintenance operations, such as lighting maintenance and snow removal operations.

1.2 Plan for Safety.

Safety, maintaining aircraft operations, and construction costs are all interrelated. Since safety must not be compromised, the airport operator must strike a balance between maintaining aircraft operations and construction costs. This balance will vary widely depending on the operational needs and resources of the airport and will require early coordination with airport users and the FAA. As the project design progresses, the necessary construction locations, activities, and associated costs will be identified and their impact to airport operations must be assessed. Adjustments are made to the proposed construction activities, often by phasing the project, and/or to airport operations to maintain operational safety. This planning effort will ultimately result in a project Construction Safety and Phasing Plan (CSPP). The development of the CSPP takes place through the following five steps:

1.2.1 Identify Affected Areas.

The airport operator must determine the geographic areas on the airport affected by the construction project. Some, such as a runway extension, will be defined by the project. Others may be variable, such as the location of haul routes and material stockpiles.

1.2.2 Describe Current Operations.

Identify the normal airport operations in each affected area for each phase of the project. This becomes the baseline from which the impact on operations by construction activities can be measured. This should include a narrative of the typical users and aircraft operating within the affected areas. It should also include information related to airport operations: the Aircraft Approach Category (AAC) and Airplane Design Group (ADG) of the airplanes that operate on each runway; the ADG and Taxiway Design Group (TDG)[1] for each affected taxiway; designated approach visibility minimums;

[1] Find Taxiway Design Group information in AC 150/5300-13, *Airport Design.*

available approach and departure procedures; most demanding aircraft; declared distances; available air traffic control services; airport Surface Movement Guidance and Control System (SMGCS) plan; and others. The applicable seasons, days and times for certain operations should also be identified as applicable.

1.2.3 Allow for Temporary Changes to Operations.

To the extent practical, current airport operations should be maintained during the construction. In consultation with airport users, Aircraft Rescue and Fire Fighting (ARFF) personnel, and FAA Air Traffic Organization (ATO) personnel, the airport operator should identify and prioritize the airport's most important operations. The construction activities should be planned, through project phasing if necessary, to safely accommodate these operations. When the construction activities cannot be adjusted to safely maintain current operations, regardless of their importance, then the operations must be revised accordingly. Allowable changes include temporary revisions to approach procedures, restricting certain aircraft to specific runways and taxiways, suspension of certain operations, decreased weights for some aircraft due to shortened runways, and other changes. An example of a table showing temporary operations versus current operations is shown in Appendix E.

1.2.4 Take Required Measures to Revise Operations.

Once the level and type of aircraft operations to be maintained are identified, the airport operator must determine the measures required to safely conduct the planned operations during the construction. These measures will result in associated costs, which can be broadly interpreted to include not only direct construction costs, but also loss of revenue from impacted operations. Analysis of costs may indicate a need to reevaluate allowable changes to operations. As aircraft operations and allowable changes will vary widely among airports, this AC presents general guidance on those subjects.

1.2.5 Manage Safety Risk.

The FAA is committed to incorporating proactive safety risk management (SRM) tools into its decision-making processes. FAA Order 5200.11, *FAA Airports (ARP) Safety Management System (SMS)*, requires the FAA to conduct a Safety Assessment for certain triggering actions. Certain airport projects may require the airport operator to provide a Project Proposal Summary to help the FAA determine whether a Safety Assessment is required prior to FAA approval of the CSPP. The airport operator must coordinate with the appropriate FAA Airports Regional or District Office early in the development of the CSPP to determine the need for a Safety Risk Assessment. If the FAA requires an assessment, the airport operator must at a minimum:

1. Notify the appropriate FAA Airports Regional or District Office during the project "scope development" phase of any project requiring a CSPP.
2. Provide documents identified by the FAA as necessary to conduct SRM.
3. Participate in the SRM process for airport projects.
4. Provide a representative to participate on the SRM panel.

5. Ensure that all applicable SRM identified risks elements are recorded and mitigated within the CSPP.

1.3 **Develop a Construction Safety and Phasing Plan (CSPP).**

Development of an effective CSPP will require familiarity with many other documents referenced throughout this AC. See Appendix A for a list of related reading material.

1.3.1 List Requirements.

A CSPP must be developed for each on-airfield construction project funded by the Airport Improvement Program (AIP) or located on an airport certificated under Part 139. For on-airfield construction projects at Part 139 airports funded without AIP funds, the preparation of a CSPP represents an acceptable method the certificate holder may use to meet Part 139 requirements during airfield construction activity. As per FAA Order 5200.11, projects that require Safety Assessments do not include construction, rehabilitation, or change of any facility that is entirely outside the air operations area, does not involve any expansion of the facility envelope and does not involve construction equipment, haul routes or placement of material in locations that require access to the air operations area, increase the facility envelope, or impact line-of-sight. Such facilities may include passenger terminals and parking or other structures. However, extraordinary circumstances may trigger the need for a Safety Assessment and a CSPP. The CSPP is subject to subsequent review and approval under the FAA's Safety Risk Management procedures (see paragraph 1.2.5).

1.3.2 Prepare a Safety Plan Compliance Document (SPCD).

The Safety Plan Compliance Document (SPCD) details how the contractor will comply with the CSPP. Also, it will not be possible to determine all safety plan details (for example specific hazard equipment and lighting, contractor's points of contact, construction equipment heights) during the development of the CSPP. The successful contractor must define such details by preparing an SPCD that the airport operator reviews for approval prior to issuance of a notice-to-proceed. The SPCD is a subset of the CSPP, similar to how a shop drawing review is a subset to the technical specifications.

1.3.3 Assume Responsibility for the CSPP.

The airport operator is responsible for establishing and enforcing the CSPP. The airport operator may use the services of an engineering consultant to help develop the CSPP. However, writing the CSPP cannot be delegated to the construction contractor. Only those details the airport operator determines cannot be addressed before contract award are developed by the contractor and submitted for approval as the SPCD. The SPCD does not restate nor propose differences to provisions already addressed in the CSPP.

1.4 Who Is Responsible for Safety During Construction?

1.4.1 Establish a Safety Culture.

Everyone has a role in operational safety on airports during construction: the airport operator, the airport's consultants, the construction contractor and subcontractors, airport users, airport tenants, ARFF personnel, Air Traffic personnel, including Technical Operations personnel, FAA Airports Division personnel, and others, such as military personnel at any airport supporting military operations (e.g. national guard or a joint use facility). Close communication and coordination between all affected parties is the key to maintaining safe operations. Such communication and coordination should start at the project scoping meeting and continue through the completion of the project. The airport operator and contractor should conduct onsite safety inspections throughout the project and immediately remedy any deficiencies, whether caused by negligence, oversight, or project scope change.

1.4.2 Assess Airport Operator's Responsibilities.

An airport operator has overall responsibility for all activities on an airport, including construction. This includes the predesign, design, preconstruction, construction, and inspection phases. Additional information on the responsibilities listed below can be found throughout this AC. The airport operator must:

1.4.2.1 Develop a CSPP that complies with the safety guidelines of Chapter 2, Construction Safety and Phasing Plans, and Chapter 3, Guidelines for Writing a CSPP. The airport operator may develop the CSPP internally or have a consultant develop the CSPP for approval by the airport operator. For tenant sponsored projects, approve a CSPP developed by the tenant or its consultant.

1.4.2.2 Require, review and approve the SPCD by the contractor that indicates how it will comply with the CSPP and provides details that cannot be determined before contract award.

1.4.2.3 Convene a preconstruction meeting with the construction contractor, consultant, airport employees and, if appropriate, tenant sponsor and other tenants to review and discuss project safety before beginning construction activity. The appropriate FAA representatives should be invited to attend the meeting. See AC 150/5370-12, *Quality Management for Federally Funded Airport Construction Projects.* (Note "FAA" refers to the Airports Regional or District Office, the Air Traffic Organization, Flight Standards Service, and other offices that support airport operations, flight regulations, and construction/environmental policies.)

1.4.2.4 Ensure contact information is accurate for each representative/point of contact identified in the CSPP and SPCD.

1.4.2.5 Hold weekly or, if necessary, daily safety meetings with all affected parties to coordinate activities.

1.4.2.6 Notify users, ARFF personnel, and FAA ATO personnel of construction and conditions that may adversely affect the operational safety of the airport via Notices to Airmen (NOTAM) and other methods, as appropriate. Convene a meeting for review and discussion if necessary.

1.4.2.7 Ensure construction personnel know applicable airport procedures and changes to those procedures that may affect their work.

1.4.2.8 Ensure that all temporary construction signs are located per the scheduled list for each phase of the project.

1.4.2.9 Ensure construction contractors and subcontractors undergo training required by the CSPP and SPCD.

1.4.2.10 Ensure vehicle and pedestrian operations addressed in the CSPP and SPCD are coordinated with airport tenants, the airport traffic control tower (ATCT), and construction contractors.

1.4.2.11 At certificated airports, ensure each CSPP and SPCD is consistent with Part 139.

1.4.2.12 Conduct inspections sufficiently frequently to ensure construction contractors and tenants comply with the CSPP and SPCD and that there are no altered construction activities that could create potential safety hazards.

1.4.2.13 Take immediate action to resolve safety deficiencies.

1.4.2.14 At airports subject to 49 CFR Part 1542, *Airport Security*, ensure construction access complies with the security requirements of that regulation.

1.4.2.15 Notify appropriate parties when conditions exist that invoke provisions of the CSPP and SPCD (for example, implementation of low-visibility operations).

1.4.2.16 Ensure prompt submittal of a Notice of Proposed Construction or Alteration (Form 7460-1) for conducting an aeronautical study of potential obstructions such as tall equipment (cranes, concrete pumps, other), stock piles, and haul routes. A separate form may be filed for each potential obstruction, or one form may be filed describing the entire construction area and maximum equipment height. In the latter case, a separate form must be filed for any object beyond or higher than the originally evaluated area/height. The FAA encourages online submittal of forms for expediency at https://oeaaa.faa.gov/oeaaa/external/portal.jsp. The appropriate FAA Airports Regional or District Office can provide assistance in determining which objects require an aeronautical study.

1.4.2.17 Ensure prompt transmission of the Airport Sponsor Strategic Event Submission, FAA Form 6000-26, located at https://oeaaa.faa.gov/oeaaa/external/content/AIRPORT_SPONSOR_STRATEGIC_EVENT_SUBMISSION_FORM.pdf, to assure proper coordination for NAS Strategic Interruption per Service Level Agreement with ATO.

1.4.2.18 Promptly notify the FAA Airports Regional or District Office of any proposed changes to the CSPP prior to implementation of the change. Changes to the CSPP require review and approval by the airport operator and the FAA. The FAA Airports Regional or District office will determine if further coordination within the FAA is needed. Coordinate with appropriate local and other federal government agencies, such as Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), Transportation Security Administration (TSA), and the state environmental agency.

1.4.3 Define Construction Contractor's Responsibilities.

The contractor is responsible for complying with the CSPP and SPCD. The contractor must:

1.4.3.1 Submit a Safety Plan Compliance Document (SPCD) to the airport operator describing how it will comply with the requirements of the CSPP and supply any details that could not be determined before contract award. The SPCD must include a certification statement by the contractor, indicating an understanding of the operational safety requirements of the CSPP and the assertion of compliance with the approved CSPP and SPCD unless written approval is granted by the airport operator. Any construction practice proposed by the contractor that does not conform to the CSPP and SPCD may impact the airport's operational safety and will require a revision to the CSPP and SPCD and re-coordination with the airport operator and the FAA in advance.

1.4.3.2 Have available at all times copies of the CSPP and SPCD for reference by the airport operator and its representatives, and by subcontractors and contractor employees.

1.4.3.3 Ensure that construction personnel are familiar with safety procedures and regulations on the airport. Provide a point of contact who will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational safety of the airport. Many projects will require 24-hour coverage.

1.4.3.4 Identify in the SPCD the contractor's on-site employees responsible for monitoring compliance with the CSPP and SPCD during construction. At least one of these employees must be on-site when active construction is taking place.

1.4.3.5 Conduct sufficient inspections to ensure construction personnel comply with the CSPP and SPCD and that there are no altered construction activities that could create potential safety hazards.

1.4.3.6 Restrict movement of construction vehicles and personnel to permitted construction areas by flagging, barricading, erecting temporary fencing, or providing escorts, as appropriate, and as specified in the CSPP and SPCD.

1.4.3.7 Ensure that no contractor employees, employees of subcontractors or suppliers, or other persons enter any part of the air operations area (AOA) from the construction site unless authorized.

1.4.3.8 Ensure prompt submittal through the airport operator of Form 7460-1 for the purpose of conducting an aeronautical study of contractor equipment such as tall equipment (cranes, concrete pumps, and other equipment), stock piles, and haul routes when different from cases previously filed by the airport operator. The FAA encourages online submittal of forms for expediency at https://oeaaa.faa.gov/oeaaa/external/portal.jsp.

1.4.3.9 Ensure that all necessary safety mitigations are understood by all parties involved, and any special requirements of each construction phase will be fulfilled per the approved timeframe.

1.4.3.10 Participate in pre-construction meetings to review construction limits, safety mitigations, NOTAMs, and understand all special airport operational needs during each phase of the project.

1.4.4 Define Tenant's Responsibilities.

If planning construction activities on leased property, Airport tenants, such as airline operators, fixed base operators, and FAA ATO/Technical Operations sponsoring construction are strongly encouraged to:

1. Develop, or have a consultant develop, a project specific CSPP and submit it to the airport operator. The airport operator may forgo a complete CSPP submittal and instead incorporate appropriate operational safety principles and measures addressed in the advisory circular within their tenant lease agreements.
2. In coordination with its contractor, develop an SPCD and submit it to the airport operator for approval issued prior to issuance of a Notice to Proceed.
3. Ensure that construction personnel are familiar with safety procedures and regulations on the airport during all phases of the construction.
4. Provide a point of contact of who will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational safety of the airport.
5. Identify in the SPCD the contractor's on-site employees responsible for monitoring compliance with the CSPP and SPCD during construction. At least one of these employees must be on-site when active construction is taking place.
6. Ensure that no tenant or contractor employees, employees of subcontractors or suppliers, or any other persons enter any part of the AOA from the construction site unless authorized.
7. Restrict movement of construction vehicles to construction areas by flagging and barricading, erecting temporary fencing, or providing escorts, as appropriate, as specified in the CSPP and SPCD.
8. Ensure prompt submittal through the airport operator of Form 7460-1 for conducting an aeronautical study of contractor equipment such as tall equipment (cranes, concrete pumps, other), stock piles, and haul routes. The FAA encourages online submittal of forms for expediency at https://oeaaa.faa.gov/oeaaa/external/portal.jsp.
9. Participate in pre-construction meetings to review construction limits, safety mitigations, NOTAMs, and understand all special airport operational needs during each phase of the project.

CHAPTER 2. CONSTRUCTION SAFETY AND PHASING PLANS

2.1 Overview.

Aviation safety is the primary consideration at airports, especially during construction. The airport operator's CSPP and the contractor's Safety Plan Compliance Document (SPCD) are the primary tools to ensure safety compliance when coordinating construction activities with airport operations. These documents identify all aspects of the construction project that pose a potential safety hazard to airport operations and outline respective mitigation procedures for each hazard. They must provide information necessary for the Airport Operations department to conduct airfield inspections and expeditiously identify and correct unsafe conditions during construction. All aviation safety provisions included within the project drawings, contract specifications, and other related documents must also be reflected in the CSPP and SPCD.

2.2 Assume Responsibility.

Operational safety on the airport remains the airport operator's responsibility at all times. The airport operator must develop, certify, and submit for FAA approval each CSPP. It is the airport operator's responsibility to apply the requirements of the FAA approved CSPP. The airport operator must revise the CSPP when conditions warrant changes and must submit the revised CSPP to the FAA for approval. The airport operator must also require and approve a SPCD from the project contractor.

2.3 Submit the CSPP.

Construction Safety and Phasing Plans should be developed concurrently with the project design. Milestone versions of the CSPP should be submitted for review and approval as follows. While these milestones are not mandatory, early submission will help to avoid delays. Submittals are preferred in 8.5 × 11 inch or 11 × 17 inch format for compatibility with the FAA's Obstruction Evaluation / Airport Airspace Analysis (OE / AAA) process.

2.3.1 Submit an Outline/Draft.

By the time approximately 25% to 30% of the project design is completed, the principal elements of the CSPP should be established. Airport operators are encouraged to submit an outline or draft, detailing all CSPP provisions developed to date, to the FAA for review at this stage of the project design.

2.3.2 Submit a CSPP.

The CSPP should be formally submitted for FAA approval when the project design is 80 percent to 90 percent complete. Since provisions in the CSPP will influence contract costs, it is important to obtain FAA approval in time to include all such provisions in the procurement contract.

2.3.3 Submit an SPCD.

The contractor should submit the SPCD to the airport operator for approval to be issued prior to the Notice to Proceed.

2.3.4 Submit CSPP Revisions.

All revisions to a previously approved CSPP must be re-submitted to the FAA for review and approval/disapproval action.

2.4 Meet CSPP Requirements.

2.4.1 To the extent possible, the CSPP should address the following as outlined in Chapter 3, Guidelines for Writing a CSPP. Details that cannot be determined at this stage are to be included in the SPCD.

1. Coordination.
    a. Contractor progress meetings.
    b. Scope or schedule changes.
    c. FAA ATO coordination.
2. Phasing.
    a. Phase elements.
    b. Construction safety drawings.
3. Areas and operations affected by the construction activity.
    a. Identification of affected areas.
    b. Mitigation of effects.
4. Protection of navigation aids (NAVAIDs).
5. Contractor access.
    a. Location of stockpiled construction materials.
    b. Vehicle and pedestrian operations.
6. Wildlife management.
    a. Trash.
    b. Standing water.
    c. Tall grass and seeds.
    d. Poorly maintained fencing and gates.
    e. Disruption of existing wildlife habitat.
7. Foreign Object Debris (FOD) management.
8. Hazardous materials (HAZMAT) management.
9. Notification of construction activities.

a. Maintenance of a list of responsible representatives/ points of contact.

b. NOTAM.

c. Emergency notification procedures.

d. Coordination with ARFF Personnel.

e. Notification to the FAA.

10. Inspection requirements.

a. Daily (or more frequent) inspections.

b. Final inspections.

11. Underground utilities.

12. Penalties.

13. Special conditions.

14. Runway and taxiway visual aids. Marking, lighting, signs, and visual NAVAIDs.

a. General.

b. Markings.

c. Lighting and visual NAVAIDs.

d. Signs, temporary, including orange construction signs, and permanent signs.

15. Marking and signs for access routes.

16. Hazard marking and lighting.

a. Purpose.

b. Equipment.

17. Work zone lighting for nighttime construction (if applicable).

18. Protection of runway and taxiway safety areas, object free areas, obstacle free zones, and approach/departure surfaces.

a. Runway Safety Area (RSA).

b. Runway Object Free Area (ROFA).

c. Taxiway Safety Area (TSA). Provide details for any adjustments to Taxiway Safety Area width to allow continued operation of smaller aircraft. See paragraph 2.22.3.

d. Taxiway Object Free Area (TOFA). Provide details for any continued aircraft operations while construction occurs within the TOFA. See paragraph 2.22.4.

e. Obstacle Free Zone (OFZ).

f. Runway approach/departure surfaces.

19. Other limitations on construction.

a. Prohibitions.

b. Restrictions.

2.4.2 The Safety Plan Compliance Document (SPCD) should include a general statement by the construction contractor that he/she has read and will abide by the CSPP. In addition, the SPCD must include all supplemental information that could not be included in the CSPP prior to the contract award. The contractor statement should include the name of the contractor, the title of the project CSPP, the approval date of the CSPP, and a reference to any supplemental information (that is, "I, (Name of Contractor), have read the (Title of Project) CSPP, approved on (Date), and will abide by it as written and with the following additions as noted:"). The supplemental information in the SPCD should be written to match the format of the CSPP indicating each subject by corresponding CSPP subject number and title. If no supplemental information is necessary for any specific subject, the statement, "No supplemental information," should be written after the corresponding subject title. The SPCD should not duplicate information in the CSPP:

1. Coordination. Discuss details of proposed safety meetings with the airport operator and with contractor employees and subcontractors.
2. Phasing. Discuss proposed construction schedule elements, including:
   a. Duration of each phase.
   b. Daily start and finish of construction, including "night only" construction.
   c. Duration of construction activities during:
      i. Normal runway operations.
      ii. Closed runway operations.
      iii. Modified runway "Aircraft Reference Code" usage.
3. Areas and operations affected by the construction activity. These areas and operations should be identified in the CSPP and should not require an entry in the SPCD.
4. Protection of NAVAIDs. Discuss specific methods proposed to protect operating NAVAIDs.
5. Contractor access. Provide the following:
   a. Details on how the contractor will maintain the integrity of the airport security fence (gate guards, daily log of construction personnel, and other).
   b. Listing of individuals requiring driver training (for certificated airports and as requested).
   c. Radio communications.
      i. Types of radios and backup capabilities.
      ii. Who will be monitoring radios.
      iii. Who to contact if the ATCT cannot reach the contractor's designated person by radio.

d. Details on how the contractor will escort material delivery vehicles.

6. Wildlife management. Discuss the following:
   a. Methods and procedures to prevent wildlife attraction.
   b. Wildlife reporting procedures.
7. Foreign Object Debris (FOD) management. Discuss equipment and methods for control of FOD, including construction debris and dust.
8. Hazardous Materials (HAZMAT) management. Discuss equipment and methods for responding to hazardous spills.
9. Notification of construction activities. Provide the following:
   a. Contractor points of contact.
   b. Contractor emergency contact.
   c. Listing of tall or other requested equipment proposed for use on the airport and the timeframe for submitting 7460-1 forms not previously submitted by the airport operator.
   d. Batch plant details, including 7460-1 submittal.
10. Inspection requirements. Discuss daily (or more frequent) inspections and special inspection procedures.
11. Underground utilities. Discuss proposed methods of identifying and protecting underground utilities.
12. Penalties. Penalties should be identified in the CSPP and should not require an entry in the SPCD.
13. Special conditions. Discuss proposed actions for each special condition identified in the CSPP.
14. Runway and taxiway visual aids. Including marking, lighting, signs, and visual NAVAIDs. Discuss proposed visual aids including the following:
   a. Equipment and methods for covering signage and airfield lights.
   b. Equipment and methods for temporary closure markings (paint, fabric, other).
   c. Temporary orange construction signs.
   d. Types of temporary Visual Guidance Slope Indicators (VGSI).
15. Marking and signs for access routes. Discuss proposed methods of demarcating access routes for vehicle drivers.
16. Hazard marking and lighting. Discuss proposed equipment and methods for identifying excavation areas.
17. Work zone lighting for nighttime construction (if applicable). Discuss proposed equipment, locations, aiming, and shielding to prevent interference with air traffic control and aircraft operations.

18. Protection of runway and taxiway safety areas, object free areas, obstacle free zones, and approach/departure surfaces. Discuss proposed methods of identifying, demarcating, and protecting airport surfaces including:
    a. Equipment and methods for maintaining Taxiway Safety Area standards.
    b. Equipment and methods to ensure the safe passage of aircraft where Taxiway Safety Area or Taxiway Object Free Area standards cannot be maintained.
    c. Equipment and methods for separation of construction operations from aircraft operations, including details of barricades.
19. Other limitations on construction should be identified in the CSPP and should not require an entry in the SPCD.

2.5 **Coordination.**

Airport operators, or tenants responsible for design, bidding and conducting construction on their leased properties, should ensure at all project developmental stages, such as predesign, prebid, and preconstruction conferences, they capture the subject of airport operational safety during construction (see AC 150/5370-12, *Quality Management for Federally Funded Airport Construction Projects*). In addition, the following should be coordinated as required:

2.5.1 Progress Meetings.

Operational safety should be a standing agenda item for discussion during progress meetings throughout the project developmental stages.

2.5.2 Scope or Schedule Changes.

Changes in the scope or duration at any of the project stages may require revisions to the CSPP and review and approval by the airport operator and the FAA (see paragraph 1.4.2.17).

2.5.3 FAA ATO Coordination.

Early coordination with FAA ATO is highly recommended during the design phase and is required for scheduling Technical Operations shutdowns prior to construction. Coordination is critical to restarts of NAVAID services and to the establishment of any special procedures for the movement of aircraft. Formal agreements between the airport operator and appropriate FAA offices are recommended. All relocation or adjustments to NAVAIDs, or changes to final grades in critical areas, should be coordinated with FAA ATO and may require an FAA flight inspection prior to restarting the facility. Flight inspections must be coordinated and scheduled well in advance of the intended facility restart. Flight inspections may require a reimbursable agreement between the airport operator and FAA ATO. Reimbursable agreements should be coordinated a minimum of 12 months prior to the start of construction. (See paragraph 2.13.5.3.2 for required FAA notification regarding FAA-owned NAVAIDs.)

2.6 **Phasing.**

Once it has been determined what types and levels of airport operations will be maintained, the most efficient sequence of construction may not be feasible. In this case, the sequence of construction may be phased to gain maximum efficiency while allowing for the required operations. The development of the resulting construction phases should be coordinated with local Air Traffic personnel and airport users. The sequenced construction phases established in the CSPP must be incorporated into the project design and must be reflected in the contract drawings and specifications.

2.6.1 Phase Elements.

For each phase the CSPP should detail:

- Areas closed to aircraft operations.
- Duration of closures.
- Taxi routes and/or areas of reduced TSA and TOFA to reflect reduced ADG use.
- ARFF access routes.
- Construction staging, disposal, and cleanout areas.
- Construction access and haul routes.
- Impacts to NAVAIDs.
- Lighting, marking, and signing changes.
- Available runway length and/or reduced RSA and ROFA to reflect reduced ADG use.
- Declared distances (if applicable).
- Required hazard marking, lighting, and signing.
- Work zone lighting for nighttime construction (if applicable).
- Lead times for required notifications.

2.6.2 Construction Safety Drawings.

Drawings specifically indicating operational safety procedures and methods in affected areas (i.e., construction safety drawings) should be developed for each construction phase. Such drawings should be included in the CSPP as referenced attachments and should also be included in the contract drawing package.

2.7 **Areas and Operations Affected by Construction Activity.**

Runways and taxiways should remain in use by aircraft to the maximum extent possible without compromising safety. Pre-meetings with the FAA ATO will support operational simulations. See Appendix E for an example of a table showing temporary operations versus current operations. The tables in Appendix E can be useful for coordination among all interested parties, including FAA Lines of Business.

2.7.1 Identification of Affected Areas.

Identifying areas and operations affected by the construction helps to determine possible safety problems. The affected areas should be identified in the construction safety drawings for each construction phase. (See paragraph 2.6.2.) Of particular concern are:

2.7.1.1 **Closing, or Partial Closing, of Runways, Taxiways and Aprons, and Displaced Thresholds.**

When a runway is partially closed, a portion of the pavement is unavailable for any aircraft operation, meaning taxiing, landing, or takeoff in either direction on that pavement is prohibited. A displaced threshold, by contrast, is established to ensure obstacle clearance and adequate safety area for landing aircraft. The pavement prior to the displaced threshold is normally available for take-off in the direction of the displacement and for landing and takeoff in the opposite direction. Misunderstanding this difference, may result in issuance of an inaccurate NOTAM, and can lead to a hazardous condition.

2.7.1.1.1 Partially Closed Runways.

The temporarily closed portion of a partially closed runway will generally extend from the threshold to a taxiway that may be used for entering and exiting the runway. If the closed portion extends to a point between taxiways, pilots will have to back-taxi on the runway, which is an undesirable operation. See Figure 2-1 for a desirable configuration.

2.7.1.1.2 Displaced Thresholds.

Since the portion of the runway pavement between the permanent threshold and a standard displaced threshold is available for takeoff and for landing in the opposite direction, the temporary displaced threshold need not be located at an entrance/exit taxiway. See Figure 2-2.

2.7.1.2 Closing of aircraft rescue and fire fighting access routes.

2.7.1.3 Closing of access routes used by airport and airline support vehicles.

2.7.1.4 Interruption of utilities, including water supplies for fire fighting.

2.7.1.5 Approach/departure surfaces affected by heights of objects.

2.7.1.6 Construction areas, storage areas, and access routes near runways, taxiways, aprons, or helipads.

Figure 2-1. Temporary Partially Closed Runway

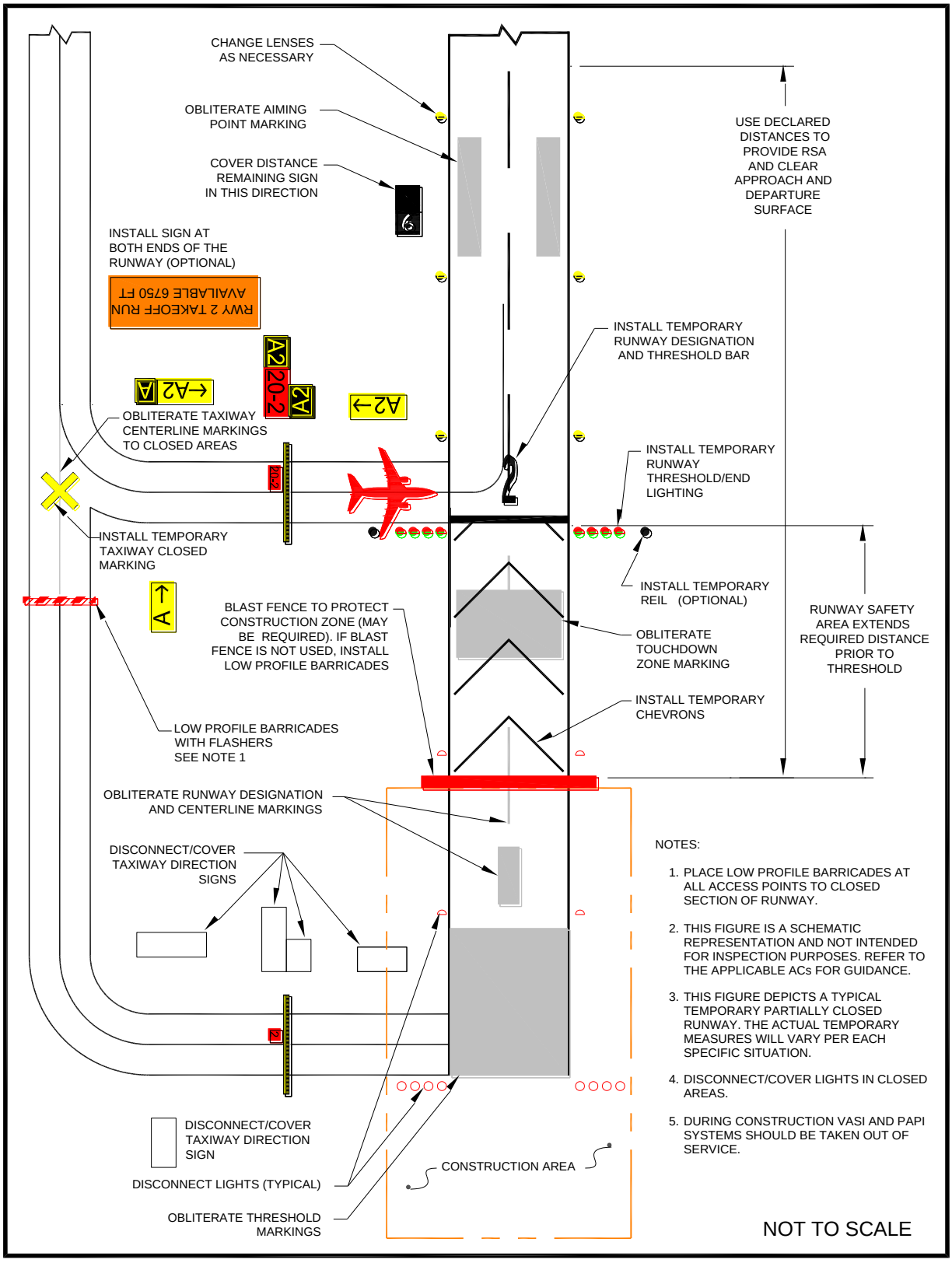
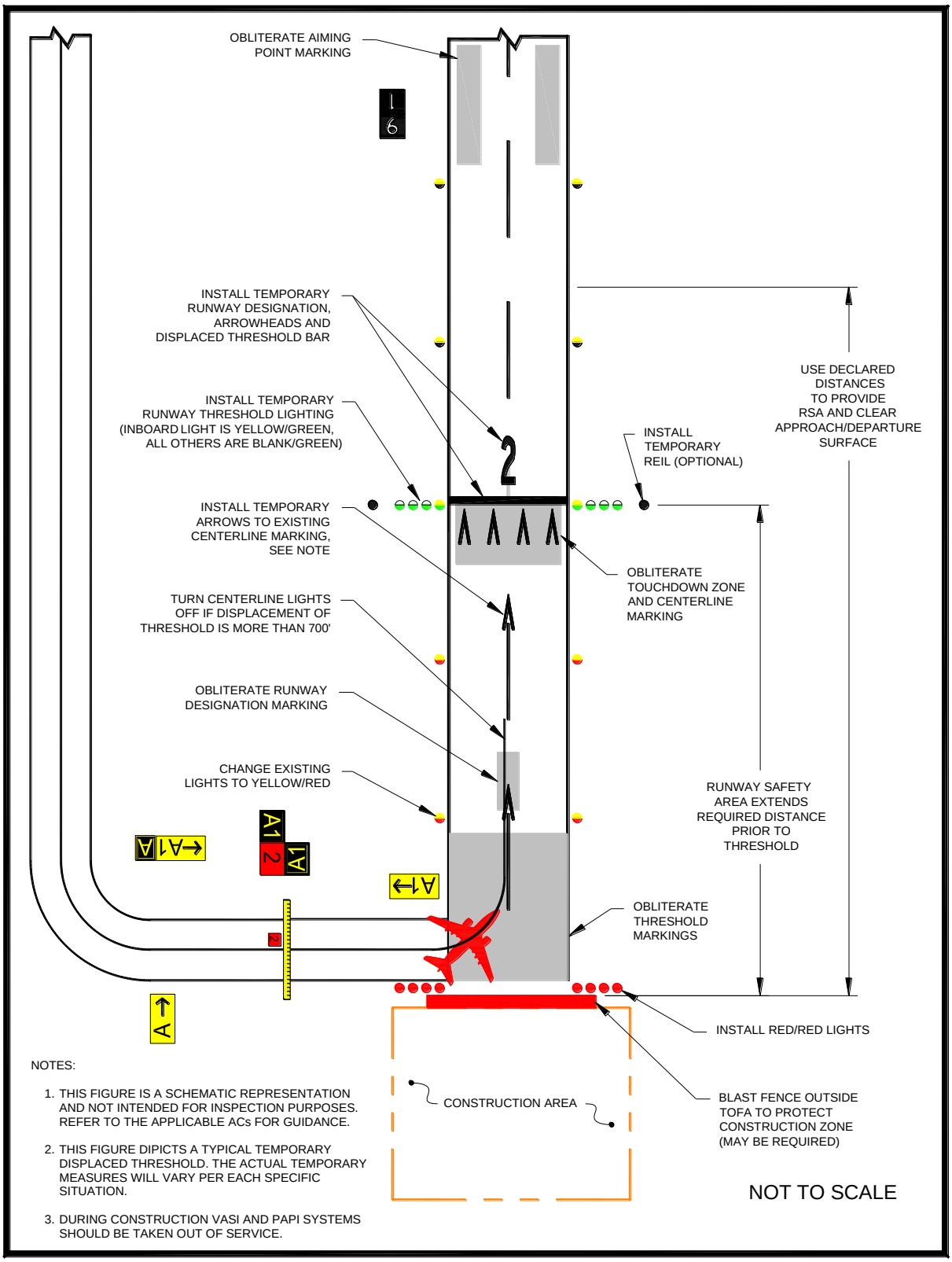


Figure 2-2. Temporary Displaced Threshold



Note: See paragraph 2.18.2.5.

2.7.2 Mitigation of Effects.

Establishment of specific procedures is necessary to maintain the safety and efficiency of airport operations. The CSPP must address:

2.7.2.1 Temporary changes to runway and/or taxi operations.

2.7.2.2 Detours for ARFF and other airport vehicles.

2.7.2.3 Maintenance of essential utilities.

2.7.2.4 Temporary changes to air traffic control procedures. Such changes must be coordinated with the ATO.

2.8 Navigation Aid (NAVAID) Protection.

Before commencing construction activity, parking vehicles, or storing construction equipment and materials near a NAVAID, coordinate with the appropriate FAA ATO/Technical Operations office to evaluate the effect of construction activity and the required distance and direction from the NAVAID. (See paragraph 2.13.5.3.) Construction activities, materials/equipment storage, and vehicle parking near electronic NAVAIDs require special consideration since they may interfere with signals essential to air navigation. If any NAVAID may be affected, the CSPP and SPCD must show an understanding of the "critical area" associated with each NAVAID and describe how it will be protected. Where applicable, the operational critical areas of NAVAIDs should be graphically delineated on the project drawings. Pay particular attention to stockpiling material, as well as to movement and parking of equipment that may interfere with line of sight from the ATCT or with electronic emissions. Interference from construction equipment and activities may require NAVAID shutdown or adjustment of instrument approach minimums for low visibility operations. This condition requires that a NOTAM be filed (see paragraph 2.13.2). Construction activities and materials/equipment storage near a NAVAID must not obstruct access to the equipment and instruments for maintenance. Submittal of a 7460-1 form is required for construction vehicles operating near FAA NAVAIDs. (See paragraph 2.13.5.3.)

2.9 Contractor Access.

The CSPP must detail the areas to which the contractor must have access, and explain how contractor personnel will access those areas. Specifically address:

2.9.1 Location of Stockpiled Construction Materials.

Stockpiled materials and equipment storage are not permitted within the RSA and OFZ, and if possible should not be permitted within the Object Free Area (OFA) of an operational runway. Stockpiling material in the OFA requires submittal of a 7460-1 form and justification provided to the appropriate FAA Airports Regional or District Office for approval. The airport operator must ensure that stockpiled materials and equipment adjacent to these areas are prominently marked and lighted during hours of restricted visibility or darkness. (See paragraph 2.18.2.) This includes determining and

verifying that materials are stabilized and stored at an approved location so as not to be a hazard to aircraft operations and to prevent attraction of wildlife and foreign object damage from blowing or tracked material. See paragraphs 2.10 and 2.11.

2.9.2 Vehicle and Pedestrian Operations.

The CSPP should include specific vehicle and pedestrian requirements. Vehicle and pedestrian access routes for airport construction projects must be controlled to prevent inadvertent or unauthorized entry of persons, vehicles, or animals onto the AOA. The airport operator should coordinate requirements for vehicle operations with airport tenants, contractors, and the FAA air traffic manager. In regard to vehicle and pedestrian operations, the CSPP should include the following, with associated training requirements:

2.9.2.1 **Construction Site Parking.**

Designate in advance vehicle parking areas for contractor employees to prevent any unauthorized entry of persons or vehicles onto the AOA. These areas should provide reasonable contractor employee access to the job site.

2.9.2.2 **Construction Equipment Parking.**

Contractor employees must park and service all construction vehicles in an area designated by the airport operator outside the OFZ and never in the safety area of an active runway or taxiway. Unless a complex setup procedure makes movement of specialized equipment infeasible, inactive equipment must not be parked on a closed taxiway or runway. If it is necessary to leave specialized equipment on a closed taxiway or runway at night, the equipment must be well lighted. Employees should also park construction vehicles outside the OFA when not in use by construction personnel (for example, overnight, on weekends, or during other periods when construction is not active). Parking areas must not obstruct the clear line of sight by the ATCT to any taxiways or runways under air traffic control nor obstruct any runway visual aids, signs, or navigation aids. The FAA must also study those areas to determine effects on airport design criteria, surfaces established by 14 CFR Part 77, Safe, Efficient Use, and Preservation of the Navigable Airspace (Part 77), and on NAVAIDs and Instrument Approach Procedures (IAP). See paragraph 2.13.1 for further information.

2.9.2.3 **Access and Haul Roads.**

Determine the construction contractor’s access to the construction sites and haul roads. Do not permit the construction contractor to use any access or haul roads other than those approved. Access routes used by contractor vehicles must be clearly marked to prevent inadvertent entry to areas open to airport operations. Pay special attention to ensure that if construction traffic is to share or cross any ARFF routes that ARFF right of way is not impeded at any time, and that construction traffic on haul

roads does not interfere with NAVAIDs or approach surfaces of operational runways. Address whether access gates will be blocked or inoperative or if a rally point will be blocked or inaccessible.

2.9.2.4 Marking and lighting of vehicles in accordance with AC 150/5210-5, *Painting, Marking, and Lighting of Vehicles Used on an Airport.*

2.9.2.5 Description of proper vehicle operations on various areas under normal, lost communications, and emergency conditions.

2.9.2.6 Required escorts.

2.9.2.7 **Training Requirements for Vehicle Drivers to Ensure Compliance with the Airport Operator's Vehicle Rules and Regulations.**

Specific training should be provided to vehicle operators, including those providing escorts. See AC 150/5210-20, *Ground Vehicle Operations on Airports*, for information on training and records maintenance requirements.

2.9.2.8 **Situational Awareness.**

Vehicle drivers must confirm by personal observation that no aircraft is approaching their position (either in the air or on the ground) when given clearance to cross a runway, taxiway, or any other area open to airport operations. In addition, it is the responsibility of the escort vehicle driver to verify the movement/position of all escorted vehicles at any given time. At non-towered airports, all aircraft movements and flight operations rely on aircraft operators to self-report their positions and intentions. However, there is no requirement for an aircraft to have radio communications. Because aircraft do not always broadcast their positions or intentions, visual checking, radio monitoring, and situational awareness of the surroundings is critical to safety.

2.9.2.9 **Two-Way Radio Communication Procedures.**

2.9.2.9.1 General.

The airport operator must ensure that tenant and construction contractor personnel engaged in activities involving unescorted operation on aircraft movement areas observe the proper procedures for communications, including using appropriate radio frequencies at airports with and without ATCT. When operating vehicles on or near open runways or taxiways, construction personnel must understand the critical importance of maintaining radio contact, as directed by the airport operator, with:

1. Airport operations
2. ATCT

3. Common Traffic Advisory Frequency (CTAF), which may include UNICOM, MULTICOM.
4. Automatic Terminal Information Service (ATIS). This frequency is useful for monitoring conditions on the airport. Local air traffic will broadcast information regarding construction related runway closures and "shortened" runways on the ATIS frequency.

2.9.2.9.2 Areas Requiring Two-Way Radio Communication with the ATCT.

Vehicular traffic crossing active movement areas must be controlled either by two-way radio with the ATCT, escort, flagman, signal light, or other means appropriate for the particular airport.

2.9.2.9.3 Frequencies to be Used.

The airport operator will specify the frequencies to be used by the contractor, which may include the CTAF for monitoring of aircraft operations. Frequencies may also be assigned by the airport operator for other communications, including any radio frequency in compliance with Federal Communications Commission requirements. At airports with an ATCT, the airport operator will specify the frequency assigned by the ATCT to be used between contractor vehicles and the ATCT.

2.9.2.9.4 Proper radio usage, including read back requirements.

2.9.2.9.5 Proper phraseology, including the International Phonetic Alphabet.

2.9.2.9.6 Light Gun Signals.

Even though radio communication is maintained, escort vehicle drivers must also familiarize themselves with ATCT light gun signals in the event of radio failure. See the FAA safety placard "Ground Vehicle Guide to Airport Signs and Markings." This safety placard may be downloaded through the Runway Safety Program Web site at http://www.faa.gov/airports/runway_safety/publications/ (see "Signs & Markings Vehicle Dashboard Sticker") or obtained from the FAA Airports Regional Office.

2.9.2.10 **Maintenance of the secured area of the airport, including:**

2.9.2.10.1 Fencing and Gates.

Airport operators and contractors must take care to maintain security during construction when access points are created in the security fencing to permit the passage of construction vehicles or personnel. Temporary gates should be equipped so they can be securely closed and locked to prevent access by animals and unauthorized people. Procedures should be in place to ensure that only authorized persons and vehicles have access to the AOA and to prohibit "piggybacking" behind another person or vehicle. The Department of Transportation (DOT) document DOT/FAA/AR-

00/52, *Recommended Security Guidelines for Airport Planning and Construction*, provides more specific information on fencing. A copy of this document can be obtained from the Airport Consultants Council, Airports Council International, or American Association of Airport Executives.

2.9.2.10.2 Badging Requirements.

Airports subject to 49 CFR Part 1542, *Airport Security*, must meet standards for access control, movement of ground vehicles, and identification of construction contractor and tenant personnel.

2.10 Wildlife Management.

The CSPP and SPCD must be in accordance with the airport operator's wildlife hazard management plan, if applicable. See AC 150/5200-33, *Hazardous Wildlife Attractants On or Near Airports,* and CertAlert 98-05, *Grasses Attractive to Hazardous Wildlife.* Construction contractors must carefully control and continuously remove waste or loose materials that might attract wildlife. Contractor personnel must be aware of and avoid construction activities that can create wildlife hazards on airports, such as:

2.10.1 Trash.

Food scraps must be collected from construction personnel activity.

2.10.2 Standing Water.

2.10.3 Tall Grass and Seeds.

Requirements for turf establishment can be at odds with requirements for wildlife control. Grass seed is attractive to birds. Lower quality seed mixtures can contain seeds of plants (such as clover) that attract larger wildlife. Seeding should comply with the guidance in AC 150/5370-10, *Standards for Specifying Construction of Airports,* Item T-901, Seeding. Contact the local office of the United Sates Department of Agriculture Soil Conservation Service or the State University Agricultural Extension Service (County Agent or equivalent) for assistance and recommendations. These agencies can also provide liming and fertilizer recommendations.

2.10.4 Poorly Maintained Fencing and Gates.

See paragraph 2.9.2.10.1.

2.10.5 Disruption of Existing Wildlife Habitat.

While this will frequently be unavoidable due to the nature of the project, the CSPP should specify under what circumstances (location, wildlife type) contractor personnel should immediately notify the airport operator of wildlife sightings.

2.11 Foreign Object Debris (FOD) Management.

Waste and loose materials, commonly referred to as FOD, are capable of causing damage to aircraft landing gears, propellers, and jet engines. Construction contractors must not leave or place FOD on or near active aircraft movement areas. Materials capable of creating FOD must be continuously removed during the construction project. Fencing (other than security fencing) or covers may be necessary to contain material that can be carried by wind into areas where aircraft operate. See AC 150/5210-24, *Foreign Object Debris (FOD) Management.*

2.12 Hazardous Materials (HAZMAT) Management.

Contractors operating construction vehicles and equipment on the airport must be prepared to expeditiously contain and clean-up spills resulting from fuel or hydraulic fluid leaks. Transport and handling of other hazardous materials on an airport also requires special procedures. See AC 150/5320-15, *Management of Airport Industrial Waste.*

2.13 Notification of Construction Activities.

The CSPP and SPCD must detail procedures for the immediate notification of airport users and the FAA of any conditions adversely affecting the operational safety of the airport. It must address the notification actions described below, as applicable.

2.13.1 List of Responsible Representatives/points of contact for all involved parties, and procedures for contacting each of them, including after hours.

2.13.2 NOTAMs.

Only the airport operator may initiate or cancel NOTAMs on airport conditions, and is the only entity that can close or open a runway. The airport operator must coordinate the issuance, maintenance, and cancellation of NOTAMs about airport conditions resulting from construction activities with tenants and the local air traffic facility (control tower, approach control, or air traffic control center), and must either enter the NOTAM into NOTAM Manager, or provide information on closed or hazardous conditions on airport movement areas to the FAA Flight Service Station (FSS) so it can issue a NOTAM. The airport operator must file and maintain a list of authorized representatives with the FSS. Refer to AC 150/5200-28, *Notices to Airmen (NOTAMs) for Airport Operators,* for a sample NOTAM form. Only the FAA may issue or cancel NOTAMs on shutdown or irregular operation of FAA owned facilities. Any person having reason to believe that a NOTAM is missing, incomplete, or inaccurate must notify the airport operator. See paragraph 2.7.1.1 about issuing NOTAMs for partially closed runways versus runways with displaced thresholds.

2.13.3 Emergency notification procedures for medical, fire fighting, and police response.

2.13.4 Coordination with ARFF.

The CSPP must detail procedures for coordinating through the airport sponsor with ARFF personnel, mutual aid providers, and other emergency services if construction requires:

1. The deactivation and subsequent reactivation of water lines or fire hydrants, or
2. The rerouting, blocking and restoration of emergency access routes, or
3. The use of hazardous materials on the airfield.

2.13.5 Notification to the FAA.

2.13.5.1 **Part 77.**

Any person proposing construction or alteration of objects that affect navigable airspace, as defined in Part 77, must notify the FAA. This includes construction equipment and proposed parking areas for this equipment (i.e., cranes, graders, other equipment) on airports. FAA Form 7460-1, *Notice of Proposed Construction or Alteration*, can be used for this purpose and submitted to the appropriate FAA Airports Regional or District Office. See Appendix A to download the form. Further guidance is available on the FAA web site at oeaaa.faa.gov.

2.13.5.2 **Part 157.**

With some exceptions, Title 14 CFR Part 157, *Notice of Construction, Alteration, Activation, and Deactivation of Airports*, requires that the airport operator notify the FAA in writing whenever a non-Federally funded project involves the construction of a new airport; the construction, realigning, altering, activating, or abandoning of a runway, landing strip, or associated taxiway; or the deactivation or abandoning of an entire airport. Notification involves submitting FAA Form 7480-1, *Notice of Landing Area Proposal*, to the nearest FAA Airports Regional or District Office. See Appendix A to download the form.

2.13.5.3 **NAVAIDs.**

For emergency (short-notice) notification about impacts to both airport owned and FAA owned NAVAIDs, contact: 866-432-2622.

2.13.5.3.1 Airport Owned/FAA Maintained.

If construction operations require a shutdown of 24 hours or greater in duration, or more than 4 hours daily on consecutive days, of a NAVAID owned by the airport but maintained by the FAA, provide a 45-day minimum notice to FAA ATO/Technical Operations prior to facility shutdown, using Strategic Event Coordination (SEC) Form 6000.26 contained within FAA Order 6000.15, *General Maintenance Handbook for National Airspace System (NAS) Facilities*.

2.13.5.3.2 FAA Owned.

1. The airport operator must notify the appropriate FAA ATO Service Area Planning and Requirements (P&R) Group a minimum of 45 days prior to implementing an event that causes impacts to NAVAIDs, using SEC Form 6000.26.
2. Coordinate work for an FAA owned NAVAID shutdown with the local FAA ATO/Technical Operations office, including any necessary reimbursable agreements and flight checks. Detail procedures that address unanticipated utility outages and cable cuts that could impact FAA NAVAIDs. Refer to active Service Level Agreement with ATO for specifics.

2.14 **Inspection Requirements.**

2.14.1 Daily Inspections.

Inspections should be conducted at least daily, but more frequently if necessary to ensure conformance with the CSPP. A sample checklist is provided in Appendix D, Construction Project Daily Safety Inspection Checklist. See also AC 150/5200-18, *Airport Safety Self-Inspection.* Airport operators holding a Part 139 certificate are required to conduct self-inspections during unusual conditions, such as construction activities, that may affect safe air carrier operations.

2.14.2 Interim Inspections.

Inspections should be conducted of all areas to be (re)opened to aircraft traffic to ensure the proper operation of lights and signs, for correct markings, and absence of FOD. The contractor should conduct an inspection of the work area with airport operations personnel. The contractor should ensure that all construction materials have been secured, all pavement surfaces have been swept clean, all transition ramps have been properly constructed, and that surfaces have been appropriately marked for aircraft to operate safely. Only if all items on the list meet with the airport operator's approval should the air traffic control tower be notified to open the area to aircraft operations. The contractor should be required to retain a suitable workforce and the necessary equipment at the work area for any last minute cleanup that may be requested by the airport operator prior to opening the area.

2.14.3 Final Inspections.

New runways and extended runway closures may require safety inspections at certificated airports prior to allowing air carrier service. Coordinate with the FAA Airport Certification Safety Inspector (ACSI) to determine if a final inspection will be necessary.

2.15 **Underground Utilities.**

The CSPP and/or SPCD must include procedures for locating and protecting existing underground utilities, cables, wires, pipelines, and other underground facilities in excavation areas. This may involve coordinating with public utilities and FAA ATO/Technical Operations. Note that "One Call" or "Miss Utility" services do not include FAA ATO/Technical Operations.

2.16 **Penalties.**

The CSPP should detail penalty provisions for noncompliance with airport rules and regulations and the safety plans (for example, if a vehicle is involved in a runway incursion). Such penalties typically include rescission of driving privileges or access to the AOA.

2.17 **Special Conditions.**

The CSPP must detail any special conditions that affect the operation of the airport and will require the activation of any special procedures (for example, low-visibility operations, snow removal, aircraft in distress, aircraft accident, security breach, Vehicle / Pedestrian Deviation (VPD) and other activities requiring construction suspension/resumption).

2.18 **Runway and Taxiway Visual Aids.**

This includes marking, lighting, signs, and visual NAVAIDs. The CSPP must ensure that areas where aircraft will be operating are clearly and visibly separated from construction areas, including closed runways. Throughout the duration of the construction project, verify that these areas remain clearly marked and visible at all times and that marking, lighting, signs, and visual NAVAIDs that are to continue to perform their functions during construction remain in place and operational. Visual NAVAIDs that are not serving their intended function during construction must be temporarily disabled, covered, or modified as necessary. The CSPP must address the following, as appropriate:

2.18.1 General.

Airport markings, lighting, signs, and visual NAVAIDs must be clearly visible to pilots, not misleading, confusing, or deceptive. All must be secured in place to prevent movement by prop wash, jet blast, wing vortices, and other wind currents and constructed of materials that will minimize damage to an aircraft in the event of inadvertent contact. Items used to secure such markings must be of a color similar to the marking.

2.18.2 Markings.

During the course of construction projects, temporary pavement markings are often required to allow for aircraft operations during or between work periods. During the design phase of the project, the designer should coordinate with the project manager,

airport operations, airport users, the FAA Airports project manager, and Airport Certification Safety Inspector for Part 139 airports to determine minimum temporary markings. The FAA Airports project manager will, wherever a runway is closed, coordinate with the appropriate FAA Flight Standards Office and disseminate findings to all parties. Where possible, the temporary markings on finish grade pavements should be placed to mirror the dimensions of the final markings. Markings must be in compliance with the standards of AC 150/5340-1, *Standards for Airport Markings*, except as noted herein. Runways and runway exit taxiways closed to aircraft operations are marked with a yellow X. The preferred visual aid to depict temporary runway closure is the lighted X signal placed on or near the runway designation numbers. (See paragraph 2.18.2.1.2.)

2.18.2.1 **Closed Runways and Taxiways.**

2.18.2.1.1 Permanently Closed Runways.

For runways, obliterate the threshold marking, runway designation marking, and touchdown zone markings, and place an X at each end and at 1,000-foot (300 m) intervals. For a multiple runway environment, if the lighted X on a designated number will be located in the RSA of an adjacent active runway, locate the lighted X farther down the closed runway to clear the RSA of the active runway. In addition, the closed runway numbers located in the RSA of an active runway must be marked with a flat yellow X.

2.18.2.1.2 Temporarily Closed Runways.

For runways that have been temporarily closed, place an X at each end of the runway directly on or as near as practicable to the runway designation numbers. For a multiple runway environment, if the lighted X on a designated number will be located in the RSA of an adjacent active runway, locate the lighted X farther down the closed runway to clear the RSA of the active runway. In addition, the closed runway numbers located in the RSA of an active runway must be marked with a flat yellow X. See Figure 2-3. See also paragraph 2.18.3.3.

2.18.2.1.3 Partially Closed Runways and Displaced Thresholds.

When threshold markings are needed to identify the temporary beginning of the runway that is available for landing, the markings must comply with AC 150/5340-1. An X is not used on a partially closed runway or a runway with a displaced threshold. See paragraph 2.7.1.1 for the difference between partially closed runways and runways with displaced thresholds. Because of the temporary nature of threshold displacement due to construction, it is not necessary to re-adjust the existing runway centerline markings to meet standard spacing for a runway with a visual approach. Some of the requirements below may be waived in the cases of low-activity airports and/or short duration changes that are measured in days rather than weeks. Consider whether the presence of an airport traffic

control tower allows for the development of special procedures. Contact the appropriate FAA Airports Regional or District Office for assistance.

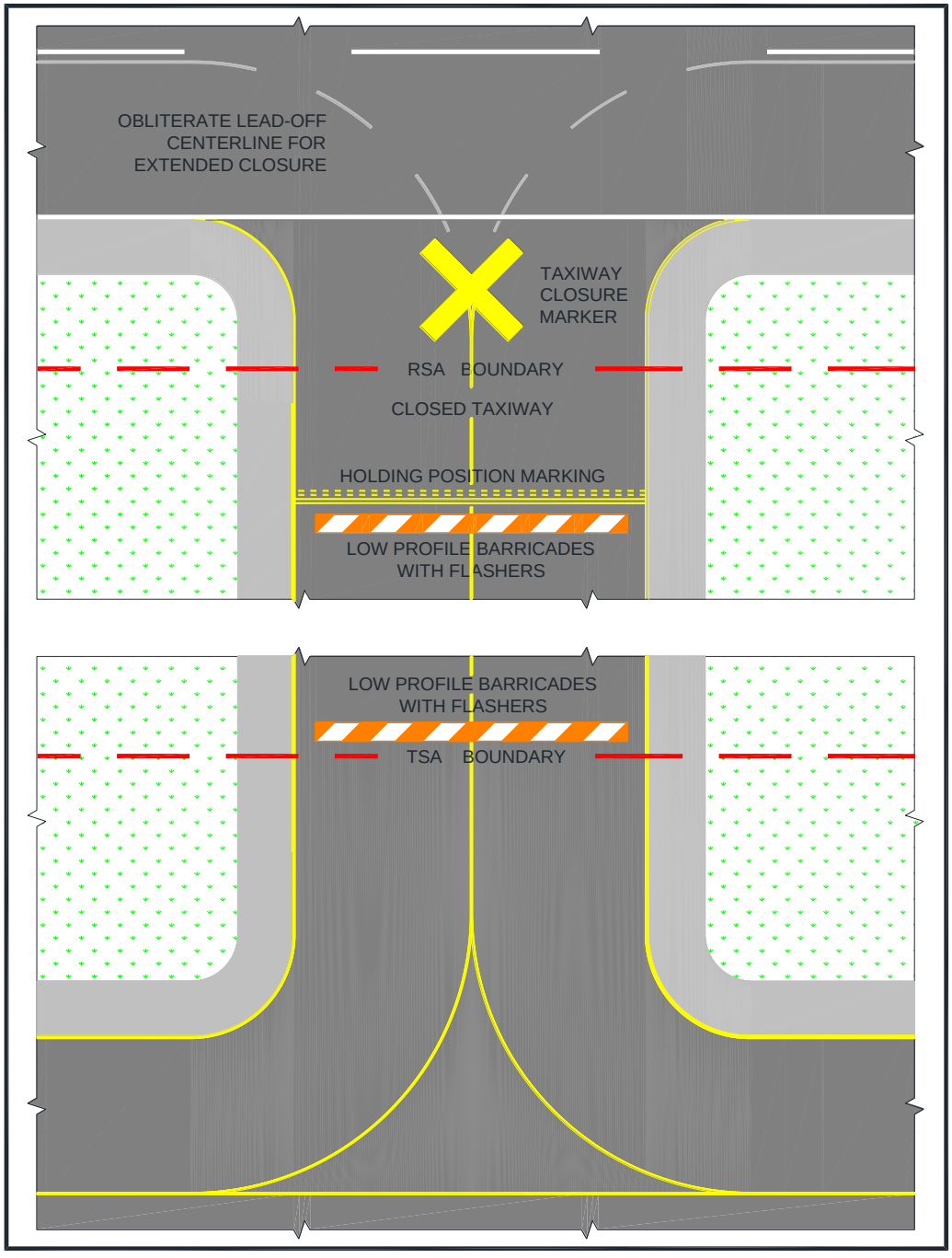
Figure 2-3. Markings for a Temporarily Closed Runway

1. **Partially Closed Runways.** Pavement markings for temporary closed portions of the runway consist of a runway threshold bar, runway designation, and yellow chevrons to identify pavement areas that are unsuitable for takeoff or landing (see AC 150/5340-1). Obliterate or cover markings prior to the moved threshold. Existing touchdown zone markings beyond the moved threshold may remain in place. Obliterate aiming point markings. Issue appropriate NOTAMs regarding any nonstandard markings. See Figure 2-4.
2. **Displaced Thresholds.** Pavement markings for a displaced threshold consist of a runway threshold bar, runway designation, and white arrowheads with and without arrow shafts. These markings are required to identify the portion of the runway before the displaced threshold to provide centerline guidance for pilots during approaches, takeoffs, and landing rollouts from the opposite direction. See AC 150/5340-1. Obliterate markings prior to the displaced threshold. Existing touchdown zone markings beyond the displaced threshold may remain in place. Obliterate aiming point markings. Issue appropriate NOTAMs regarding any nonstandard markings. See Figure 2-2.

2.18.2.1.4 Taxiways.

1. **Permanently Closed Taxiways.** AC 150/5300-13 *Airport Design*, notes that it is preferable to remove the pavement, but for pavement that is to remain, place an X at the entrance to both ends of the closed section. Obliterate taxiway centerline markings, including runway leadoff lines, leading to the closed taxiway. See Figure 2-4.

Figure 2-4. Temporary Taxiway Closure



2. **Temporarily Closed Taxiways.** Place barricades outside the safety area of intersecting taxiways. For runway/taxiway intersections, place an X at the entrance to the closed taxiway from the runway. If the taxiway will be closed for an extended period, obliterate taxiway centerline markings, including runway leadoff lines and taxiway to taxiway turns, leading to the closed section. Always obliterate runway lead-off lines for high speed exits, regardless of the duration of the closure. If the centerline markings will be reused upon reopening the taxiway, it is preferable to paint over the marking. This will result in less damage to the pavement when the upper layer of paint is ultimately removed. See Figure 2-4.

2.18.2.1.5 Temporarily Closed Airport.

When the airport is closed temporarily, mark all the runways as closed.

2.18.2.2 If unable to paint temporary markings on the pavement, construct them from any of the following materials: fabric, colored plastic, painted sheets of plywood, or similar materials. They must be properly configured and appropriately secured to prevent movement by prop wash, jet blast, or other wind currents. Items used to secure such markings must be of a color similar to the marking.

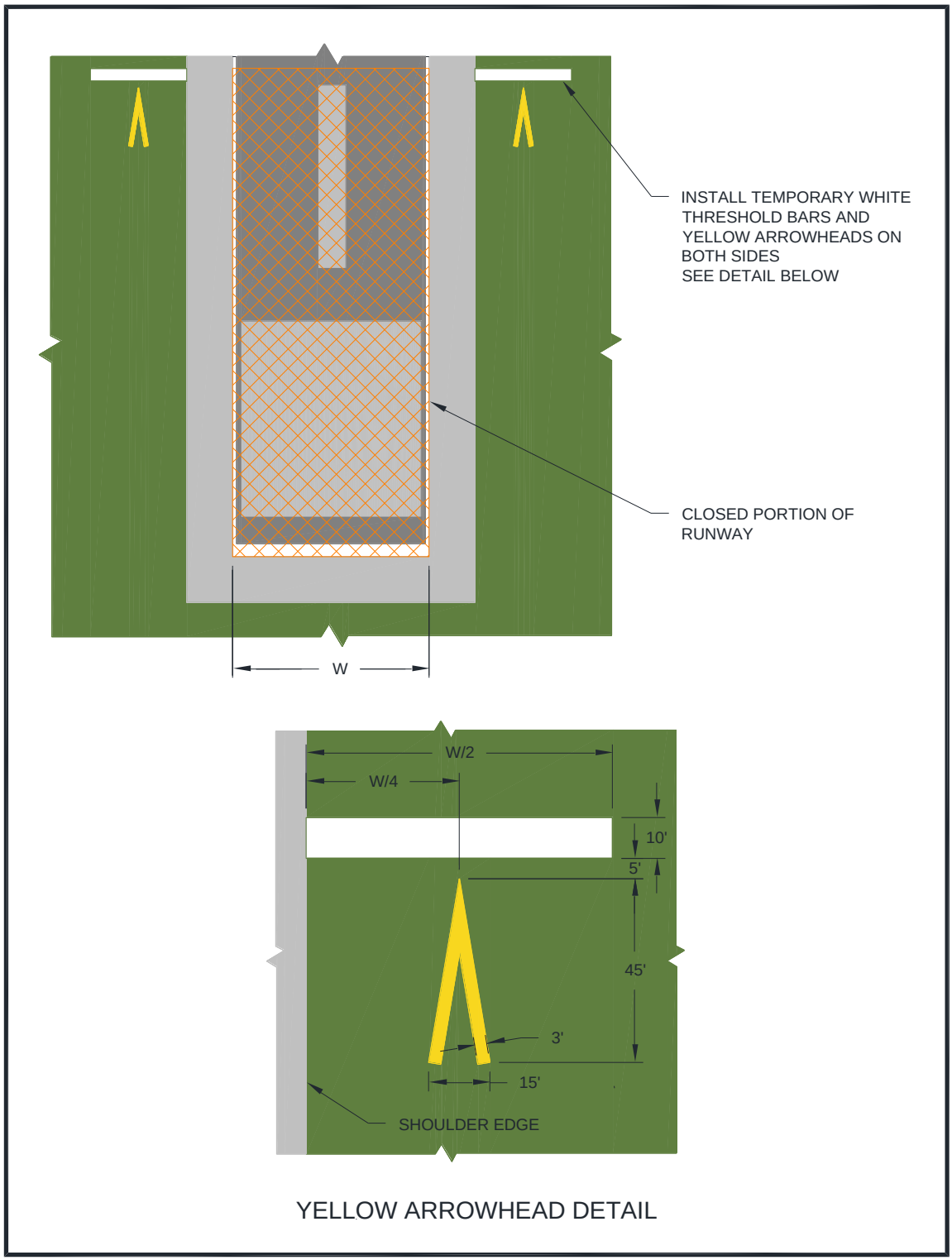
2.18.2.3 It may be necessary to remove or cover runway markings, including but not limited to, runway designation markings, threshold markings, centerline markings, edge stripes, touchdown zone markings and aiming point markings, depending on the length of construction and type of activity at the airport. When removing runway markings, apply the same treatment to areas between stripes or numbers, as the cleaned area will appear to pilots as a marking in the shape of the treated area.

2.18.2.4 If it is not possible to install threshold bars, chevrons, and arrows on the pavement, "temporary outboard white threshold bars and yellow arrowheads", see Figure 2-5, may be used. Locate them outside of the runway pavement surface on both sides of the runway. The dimensions must be as shown in Figure 2-5. If the markings are not discernible on grass or snow, apply a black background with appropriate material over the ground to ensure they are clearly visible.

2.18.2.5 The application rate of paint to mark a short-term temporary runway and taxiway markings may deviate from the standard (see Item P-620, "Runway and Taxiway Painting," in AC 150/5370-10), but the dimensions must meet the existing standards. When applying temporary markings at night, it is recommended that the fast curing, Type II paint be used to help offset the higher humidity and cooler temperatures often experienced at night. Diluting the paint will substantially increase cure time and is not recommended. Glass beads are not recommended for temporary markings. Striated markings may also be used for certain temporary markings. AC

150/5340-1, *Standards for Airport Markings*, has additional guidance on temporary markings.

Figure 2-5. Temporary Outboard White Threshold Bars and Yellow Arrowheads



2.18.3 Lighting and Visual NAVAIDs.

This paragraph refers to standard runway and taxiway lighting systems. See below for hazard lighting. Lighting installation must be in conformance with AC 150/5340-30, *Design and Installation Details for Airport Visual Aids,* and fixture design in conformance with AC 150/5345-50, *Specification for Portable Runway and Taxiway Lights.* When disconnecting runway and taxiway lighting fixtures, disconnect the associated isolation transformers. See AC 150/5340-26, *Maintenance of Airport Visual Aid Facilities*, for disconnect procedures and safety precautions. Alternately, cover the light fixture in such a way as to prevent light leakage. Avoid removing the lamp from energized fixtures because an excessive number of isolation transformers with open secondaries may damage the regulators and/or increase the current above its normal value. Secure, identify, and place any above ground temporary wiring in conduit to prevent electrocution and fire ignition sources. Maintain mandatory hold signs to operate normally in any situation where pilots or vehicle drivers could mistakenly be in that location. At towered airports certificated under Part 139, holding position signs are required to be illuminated on open taxiways crossing to closed or inactive runways. If the holding position sign is installed on the runway circuit for the closed runway, install a jumper to the taxiway circuit to provide power to the holding position sign for nighttime operations. Where it is not possible to maintain power to signs that would normally be operational, install barricades to exclude aircraft. Figure 2-1, Figure 2-2, Figure 2-3, and Figure 2-4 illustrate temporary changes to lighting and visual NAVAIDs.

2.18.3.1 **Permanently Closed Runways and Taxiways.**

For runways and taxiways that have been permanently closed, disconnect the lighting circuits.

2.18.3.2 **Temporarily Closed Runways and New Runways Not Yet Open to Air Traffic.**

If available, use a lighted X, both at night and during the day, placed at each end of the runway on or near the runway designation numbers facing the approach. (Note that the lighted X must be illuminated at all times that it is on a runway.) The use of a lighted X is required if night work requires runway lighting to be on. See AC 150/5345-55, *Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure.* For runways that have been temporarily closed, but for an extended period, and for those with pilot controlled lighting, disconnect the lighting circuits or secure switches to prevent inadvertent activation. For runways that will be opened periodically, coordinate procedures with the FAA air traffic manager or, at airports without an ATCT, the airport operator. Activate stop bars if available. Figure 2-6 shows a lighted X by day. Figure 2-7 shows a lighted X at night.

Figure 2-6. Lighted X in Daytime

Figure 2-7. Lighted X at Night

2.18.3.3 **Partially Closed Runways and Displaced Thresholds.**

When a runway is partially closed, a portion of the pavement is unavailable for any aircraft operation, meaning taxiing and landing or taking off in either direction. A displaced threshold, by contrast, is put in place to ensure obstacle clearance by landing aircraft. The pavement prior to the displaced threshold is available for takeoff in the direction of the displacement, and for landing and takeoff in the opposite direction. Misunderstanding this difference and issuance of a subsequently inaccurate NOTAM can result in a hazardous situation. For both partially

closed runways and displaced thresholds, approach lighting systems at the affected end must be placed out of service.

2.18.3.3.1 Partially Closed Runways.

Disconnect edge and threshold lights on that part of the runway at and behind the threshold (that is, the portion of the runway that is closed). Alternately, cover the light fixtures in such a way as to prevent light leakage. See Figure 2-1.

2.18.3.3.2 Temporary Displaced Thresholds.

Edge lighting in the area of the displacement emits red light in the direction of approach and yellow light (white for visual runways) in the opposite direction. If the displacement is 700 feet or less, blank out centerline lights in the direction of approach or place the centerline lights out of service. If the displacement is over 700 feet, place the centerline lights out of service. See AC 150/5340-30 for details on lighting displaced thresholds. See Figure 2-2.

2.18.3.3.3 Temporary runway thresholds and runway ends must be lighted if the runway is lighted and it is the intended threshold for night landings or instrument meteorological conditions.

2.18.3.3.4 A temporary threshold on an unlighted runway may be marked by retroreflective, elevated markers in addition to markings noted in paragraph 2.18.2.1.3. Markers seen by aircraft on approach are green. Markers at the rollout end of the runway are red. At certificated airports, temporary elevated threshold markers must be mounted with a frangible fitting (see 14 CFR Part 139.309). At non-certificated airports, the temporary elevated threshold markings may either be mounted with a frangible fitting or be flexible. See AC 150/5345-39, *Specification for L-853, Runway and Taxiway Retroreflective Markers.*

2.18.3.3.5 Temporary threshold lights and runway end lights and related visual NAVAIDs are installed outboard of the edges of the full-strength pavement only when they cannot be installed on the pavement. They are installed with bases at grade level or as low as possible, but not more than 3 inch (7.6 cm) above ground. (The standard above ground height for airport lighting fixtures is 14 inches (35 cm)). When any portion of a base is above grade, place properly compacted fill around the base to minimize the rate of gradient change so aircraft can, in an emergency, cross at normal landing or takeoff speeds without incurring significant damage. See AC 150/5370-10.

2.18.3.3.6 Maintain threshold and edge lighting color and spacing standards as described in AC 150/5340-30. Battery powered, solar, or portable lights that meet the criteria in AC 150/5345-50 may be used. These systems are intended primarily for visual flight rules (VFR) aircraft operations but may

be used for instrument flight rules (IFR) aircraft operations, upon individual approval from the Flight Standards Division of the applicable FAA Regional Office.

2.18.3.3.7 When runway thresholds are temporarily displaced, reconfigure yellow lenses (caution zone), as necessary, and place the centerline lights out of service.

2.18.3.3.8 Relocate the Visual Glide Slope Indicator (VGSI), such as Visual Approach Slope Indicator (VASI) and Precision Approach Path Indicator (PAPI); other airport lights, such as Runway End Identifier Lights (REIL); and approach lights to identify the temporary threshold. Another option is to disable the VGSI or any equipment that would give misleading indications to pilots as to the new threshold location. Installation of temporary visual aids may be necessary to provide adequate guidance to pilots on approach to the affected runway. If the FAA owns and operates the VGSI, coordinate its installation or disabling with the local ATO/Technical Operations Office. Relocation of such visual aids will depend on the duration of the project and the benefits gained from the relocation, as this can result in great expense. See FAA JO 6850.2, *Visual Guidance Lighting Systems,* for installation criteria for FAA owned and operated NAVAIDs.

2.18.3.3.9 Issue a NOTAM to inform pilots of temporary lighting conditions.

2.18.3.4 **Temporarily Closed Taxiways.**

If possible, deactivate the taxiway lighting circuits. When deactivation is not possible (for example other taxiways on the same circuit are to remain open), cover the light fixture in a way as to prevent light leakage.

2.18.4 Signs.

To the extent possible, signs must be in conformance with AC 150/5345-44, *Specification for Runway and Taxiway Signs*, and AC 150/5340-18, *Standard for Airport Sign Systems.*

2.18.4.1 **Existing Signs.**

Runway exit signs are to be covered for closed runway exits. Outbound destination signs are to be covered for closed runways. Any time a sign does not serve its normal function or would provide conflicting information, it must be covered or removed to prevent misdirecting pilots. Note that information signs identifying a crossing taxiway continue to perform their normal function even if the crossing taxiway is closed. For long term construction projects, consider relocating signs, especially runway distance remaining signs.

2.18.4.2 **Temporary Signs.**

Orange construction signs comprise a message in black on an orange background. Orange construction signs may help pilots be aware of changed conditions. The airport operator may choose to introduce these signs as part of a movement area construction project to increase situational awareness when needed. Locate signs outside the taxiway safety limits and ahead of construction areas so pilots can take timely action. Use temporary signs judiciously, striking a balance between the need for information and the increase in pilot workload. When there is a concern of pilot "information overload," the applicability of mandatory hold signs must take precedence over orange construction signs recommended during construction. Temporary signs must meet the standards for such signs in Engineering Brief 93, *Guidance for the Assembly and Installation of Temporary Orange Construction Signs.* Many criteria in AC 150/5345-44, *Specification for Runway and Taxiway Signs,* are referenced in the Engineering Brief. Permissible sign legends are:

1. CONSTRUCTION AHEAD,
2. CONSTRUCTION ON RAMP, and
3. RWY XX TAKEOFF RUN AVAILABLE XXX FT.

Phasing, supported by drawings and sign schedule, for the installation of orange construction signs must be included in the CSPP or SPCD.

2.18.4.2.1 Takeoff Run Available (TORA) signs.

Recommended: Where a runway has been shortened for takeoff, install orange TORA signs well before the hold lines, such as on a parallel taxiway prior to a turn to a runway hold position. See EB 93 for sign size and location.

2.18.4.2.2 Sign legends are shown in Figure F-1.

Note: See Figure E-1, Figure E-2, Figure E-3, Figure F-2, and Figure F-3 for examples of orange construction sign locations.

2.19 **Marking and Signs for Access Routes.**

The CSPP should indicate that pavement markings and signs for construction personnel will conform to AC 150/5340-18 and, to the extent practicable, with the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) and/or State highway specifications. Signs adjacent to areas used by aircraft must comply with the frangibility requirements of AC 150/5220-23, *Frangible Connections,* which may require modification to size and height guidance in the MUTCD.

2.20 **Hazard Marking, Lighting and Signing.**

2.20.1 Hazard marking, lighting, and signing prevent pilots from entering areas closed to aircraft, and prevent construction personnel from entering areas open to aircraft. The CSPP must specify prominent, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles. Hazard marking and lighting must also be specified to identify open manholes, small areas under repair, stockpiled material, waste areas, and areas subject to jet blast. Also consider less obvious construction-related hazards and include markings to identify FAA, airport, and National Weather Service facilities cables and power lines; instrument landing system (ILS) critical areas; airport surfaces, such as RSA, OFA, and OFZ; and other sensitive areas to make it easier for contractor personnel to avoid these areas.

2.20.2 Equipment.

2.20.2.1 **Barricades.**

Low profile barricades, including traffic cones, (weighted or sturdily attached to the surface) are acceptable methods used to identify and define the limits of construction and hazardous areas on airports. Careful consideration must be given to selecting equipment that poses the least danger to aircraft but is sturdy enough to remain in place when subjected to typical winds, prop wash and jet blast. The spacing of barricades must be such that a breach is physically prevented barring a deliberate act. For example, if barricades are intended to exclude aircraft, gaps between barricades must be smaller than the wingspan of the smallest aircraft to be excluded; if barricades are intended to exclude vehicles, gaps between barricades must be smaller than the width of the excluded vehicles, generally 4 feet (1.2 meters). Provision must be made for ARFF access if necessary. If barricades are intended to exclude pedestrians, they must be continuously linked. Continuous linking may be accomplished through the use of ropes, securely attached to prevent FOD.

2.20.2.2 **Lights.**

Lights must be red, either steady burning or flashing, and must meet the luminance requirements of the State Highway Department. Batteries powering lights will last longer if lights flash. Lights must be mounted on barricades and spaced at no more than 10 feet (3 meters). Lights must be operated between sunset and sunrise and during periods of low visibility whenever the airport is open for operations. They may be operated by photocell, but this may require that the contractor turn them on manually during periods of low visibility during daytime hours.

2.20.2.3 **Supplement Barricades with Signs (for example) As Necessary.**

Examples are “No Entry” and “No Vehicles.” Be aware of the increased effects of wind and jet blast on barricades with attached signs.

2.20.2.4 **Air Operations Area – General.**

Barricades are not permitted in any active safety area or on the runway side of a runway hold line. Within a runway or taxiway object free area, and on aprons, use orange traffic cones, flashing or steady burning red lights as noted above, highly reflective collapsible barricades marked with diagonal, alternating orange and white stripes; and/or signs to separate all construction/maintenance areas from the movement area. Barricades may be supplemented with alternating orange and white flags at least 20 by 20 inch (50 by 50 cm) square and securely fastened to eliminate FOD. All barricades adjacent to any open runway or taxiway / taxilane safety area, or apron must be as low as possible to the ground, and no more than 18 inches high, exclusive of supplementary lights and flags. Barricades must be of low mass; easily collapsible upon contact with an aircraft or any of its components; and weighted or sturdily attached to the surface to prevent displacement from prop wash, jet blast, wing vortex, and other surface wind currents. If affixed to the surface, they must be frangible at grade level or as low as possible, but not to exceed 3 inch (7.6 cm) above the ground. Figure 2-8 and Figure 2-9 show sample barricades with proper coloring and flags.

Figure 2-8. Interlocking Barricades

Figure 2-9. Low Profile Barricades

2.20.2.5 **Air Operations Area – Runway/Taxiway Intersections.**

Use highly reflective barricades with lights to close taxiways leading to closed runways. Evaluate all operating factors when determining how to mark temporary closures that can last from 10 to 15 minutes to a much longer period of time. However, even for closures of relatively short duration, close all taxiway/runway intersections with barricades. The use of traffic cones is appropriate for short duration closures.

2.20.2.6 **Air Operations Area – Other.**

Beyond runway and taxiway object free areas and aprons, barricades intended for construction vehicles and personnel may be many different shapes and made from various materials, including railroad ties, sawhorses, jersey barriers, or barrels.

2.20.2.7 **Maintenance.**

The construction specifications must include a provision requiring the contractor to have a person on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades. The contractor must file the contact person's information with the airport operator. Lighting should be checked for proper operation at least once per day, preferably at dusk.

2.21 Work Zone Lighting for Nighttime Construction.

Lighting equipment must adequately illuminate the work area if the construction is to be performed during nighttime hours. Refer to AC 150/5370-10 for minimum illumination levels for nighttime paving projects. Additionally, it is recommended that all support equipment, except haul trucks, be equipped with artificial illumination to safely

illuminate the area immediately surrounding their work areas. The lights should be positioned to provide the most natural color illumination and contrast with a minimum of shadows. The spacing must be determined by trial. Light towers should be positioned and adjusted to aim away from ATCT cabs and active runways to prevent blinding effects. Shielding may be necessary. Light towers should be removed from the construction site when the area is reopened to aircraft operations. Construction lighting units should be identified and generally located on the construction phasing plans in relationship to the ATCT and active runways and taxiways.

2.22 **Protection of Runway and Taxiway Safety Areas.**

Runway and taxiway safety areas, OFZs, OFAs, and approach surfaces are described in AC 150/5300-13. Protection of these areas includes limitations on the location and height of equipment and stockpiled material. An FAA airspace study may be required. Coordinate with the appropriate FAA Airports Regional or District Office if there is any doubt as to requirements or dimensions (see paragraph 2.13.5) as soon as the location and height of materials or equipment are known. The CSPP should include drawings showing all safety areas, object free areas, obstacle free zones and approach departure surfaces affected by construction.

2.22.1 Runway Safety Area (RSA).

A runway safety area is the defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway (see AC 150/5300-13). Construction activities within the existing RSA are subject to the following conditions:

2.22.1.1 No construction may occur within the existing RSA while the runway is open for aircraft operations. The RSA dimensions may be temporarily adjusted if the runway is restricted to aircraft operations requiring an RSA that is equal to the RSA width and length beyond the runway ends available during construction. (See AC 150/5300-13). The temporary use of declared distances and/or partial runway closures may provide the necessary RSA under certain circumstances. Coordinate with the appropriate FAA Airports Regional or District Office to have declared distances information published, and appropriate NOTAMs issued. See AC 150/5300-13 for guidance on the use of declared distances.

2.22.1.2 The airport operator must coordinate the adjustment of RSA dimensions as permitted above with the appropriate FAA Airports Regional or District Office and the local FAA air traffic manager and issue a NOTAM.

2.22.1.3 The CSPP and SPCD must provide procedures for ensuring adequate distance for protection from blasting operations, if required by operational considerations.

2.22.1.4 **Excavations.**

2.22.1.4.1 Open trenches or excavations are not permitted within the RSA while the runway is open. Backfill trenches before the runway is opened. If backfilling excavations before the runway must be opened is impracticable, cover the excavations appropriately. Covering for open trenches must be designed to allow the safe operation of the heaviest aircraft operating on the runway across the trench without damage to the aircraft.

2.22.1.4.2 Construction contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness.

2.22.1.5 **Erosion Control.**

Soil erosion must be controlled to maintain RSA standards, that is, the RSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and fire fighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

2.22.2 Runway Object Free Area (ROFA).

Construction, including excavations, may be permitted in the ROFA. However, equipment must be removed from the ROFA when not in use, and material should not be stockpiled in the ROFA if not necessary. Stockpiling material in the OFA requires submittal of a 7460-1 form and justification provided to the appropriate FAA Airports Regional or District Office for approval.

2.22.3 Taxiway Safety Area (TSA).

2.22.3.1 A taxiway safety area is a defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway. (See AC 150/5300-13.) Since the width of the TSA is equal to the wingspan of the design aircraft, no construction may occur within the TSA while the taxiway is open for aircraft operations. The TSA dimensions may be temporarily adjusted if the taxiway is restricted to aircraft operations requiring a TSA that is equal to the TSA width available during construction. Give special consideration to TSA dimensions at taxiway turns and intersections. (see AC 150/5300-13).

2.22.3.2 The airport operator must coordinate the adjustment of the TSA width as permitted above with the appropriate FAA Airports Regional or District Office and the FAA air traffic manager and issue a NOTAM.

2.22.3.3 The CSPP and SPCD must provide procedures for ensuring adequate distance for protection from blasting operations.

2.22.3.4 **Excavations.**

1. Curves. Open trenches or excavations are not permitted within the TSA while the taxiway is open. Trenches should be backfilled before the taxiway is opened. If backfilling excavations before the taxiway must be opened is impracticable, cover the excavations appropriately. Covering for open trenches must be designed to allow the safe operation of the heaviest aircraft operating on the taxiway across the trench without damage to the aircraft.
2. Straight Sections. Open trenches or excavations are not permitted within the TSA while the taxiway is open for unrestricted aircraft operations. Trenches should be backfilled before the taxiway is opened. If backfilling excavations before the taxiway must be opened is impracticable, cover the excavations to allow the safe passage of ARFF equipment and of the heaviest aircraft operating on the taxiway across the trench without causing damage to the equipment or aircraft. In rare circumstances where the section of taxiway is indispensable for aircraft movement, open trenches or excavations may be permitted in the TSA while the taxiway is open to aircraft operations, subject to the following restrictions:
    a. Taxiing speed is limited to 10 mph.
    b. Appropriate NOTAMs are issued.
    c. Marking and lighting meeting the provisions of paragraphs 2.18 and 2.20 are implemented.
    d. Low mass, low-profile lighted barricades are installed.
    e. Appropriate temporary orange construction signs are installed.
3. Construction contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness.

2.22.3.5 **Erosion control.**

Soil erosion must be controlled to maintain TSA standards, that is, the TSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and firefighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

2.22.4 Taxiway Object Free Area (TOFA).

Unlike the Runway Object Free Area, aircraft wings regularly penetrate the taxiway object free area during normal operations. Thus, the restrictions are more stringent. Except as provided below, no construction may occur within the taxiway object free area while the taxiway is open for aircraft operations.

2.22.4.1 The taxiway object free area dimensions may be temporarily adjusted if the taxiway is restricted to aircraft operations requiring a taxiway object free area that is equal to the taxiway object free area width available. Give special consideration to TOFA dimensions at taxiway turns and intersections.

2.22.4.2 Offset taxiway centerline and edge pavement markings (do not use glass beads) may be used as a temporary measure to provide the required taxiway object free area. Where offset taxiway pavement markings are provided, centerline lighting, centerline reflectors, or taxiway edge reflectors are required. Existing lighting that does not coincide with the temporary markings must be taken out of service.

2.22.4.3 Construction activity, including open excavations, may be accomplished without adjusting the width of the taxiway object free area, subject to the following restrictions:

2.22.4.3.1 Taxiing speed is limited to 10 mph.

2.22.4.3.2 NOTAMs issued advising taxiing pilots of hazard and recommending reduced taxiing speeds on the taxiway.

2.22.4.3.3 Marking and lighting meeting the provisions of paragraphs 2.18 and 2.20 are implemented.

2.22.4.3.4 If desired, appropriate orange construction signs are installed. See paragraph 2.18.4.2 and Appendix F.

2.22.4.3.5 Five-foot clearance is maintained between equipment and materials and any part of an aircraft (includes wingtip overhang). If such clearance can only be maintained if an aircraft does not have full use of the entire taxiway width (with its main landing gear at the edge of the usable pavement), then it will be necessary to move personnel and equipment for the passage of that aircraft.

2.22.4.3.6 Flaggers furnished by the contractor must be used to direct and control construction equipment and personnel to a pre-established setback distance for safe passage of aircraft, and airline and/or airport personnel. Flaggers must also be used to direct taxiing aircraft. Due to liability issues, the airport operator should require airlines to provide flaggers for directing taxiing aircraft.

2.22.5 Obstacle Free Zone (OFZ).

In general, personnel, material, and/or equipment may not penetrate the OFZ while the runway is open for aircraft operations. If a penetration to the OFZ is necessary, it may be possible to continue aircraft operations through operational restrictions. Coordinate with the FAA through the appropriate FAA Airports Regional or District Office.

2.22.6 Runway Approach/Departure Areas and Clearways.

All personnel, materials, and/or equipment must remain clear of the applicable threshold siting surfaces, as defined in AC 150/5300-13. Objects that do not penetrate these surfaces may still be obstructions to air navigation and may affect standard instrument approach procedures. Coordinate with the FAA through the appropriate FAA Airports Regional or District Office.

2.22.6.1 Construction activity in a runway approach/departure area may result in the need to partially close a runway or displace the existing runway threshold. Partial runway closure, displacement of the runway threshold, as well as closure of the complete runway and other portions of the movement area also require coordination through the airport operator with the appropriate FAA air traffic manager (FSS if non-towered) and ATO/Technical Operations (for affected NAVAIDS) and airport users.

2.22.6.2 **Caution About Partial Runway Closures.**

When filing a NOTAM for a partial runway closure, clearly state that the portion of pavement located prior to the threshold is not available for landing and departing traffic. In this case, the threshold has been moved for both landing and takeoff purposes (this is different than a displaced threshold). There may be situations where the portion of closed runway is available for taxiing only. If so, the NOTAM must reflect this condition).

2.22.6.3 **Caution About Displaced Thresholds.**

Implementation of a displaced threshold affects runway length available for aircraft landing over the displacement. Depending on the reason for the displacement (to provide obstruction clearance or RSA), such a displacement may also require an adjustment in the landing distance available and accelerate-stop distance available in the opposite direction. If project scope includes personnel, equipment, excavation, or other work within the existing RSA of any usable runway end, do not implement a displaced threshold unless arrivals and departures toward the construction activity are prohibited. Instead, implement a partial closure.

2.23 **Other Limitations on Construction.**

The CSPP must specify any other limitations on construction, including but not limited to:

2.23.1 Prohibitions.

2.23.1.1 No use of tall equipment (cranes, concrete pumps, and so on) unless a 7460-1 determination letter is issued for such equipment.

2.23.1.2 No use of open flame welding or torches unless fire safety precautions are provided and the airport operator has approved their use.

2.23.1.3 No use of electrical blasting caps on or within 1,000 feet (300 meters) of the airport property. See AC 150/5370-10.

2.23.2 Restrictions.

2.23.2.1 Construction suspension required during specific airport operations.

2.23.2.2 Areas that cannot be worked on simultaneously.

2.23.2.3 Day or night construction restrictions.

2.23.2.4 Seasonal construction restrictions.

2.23.2.5 Temporary signs not approved by the airport operator.

2.23.2.6 Grades changes that could result in unplanned effects on NAVAIDs.

CHAPTER 3. GUIDELINES FOR WRITING A CSPP

3.1 General Requirements.

The CSPP is a standalone document written to correspond with the subjects outlined in paragraph 2.4. The CSPP is organized by numbered sections corresponding to each subject listed in paragraph 2.4, and described in detail in paragraphs 2.5 - 2.23. Each section number and title in the CSPP matches the corresponding subject outlined in paragraph 2.4 (for example, 1. Coordination, 2. Phasing, 3. Areas and Operations Affected by the Construction Activity, and so on). With the exception of the project scope of work outlined in Section 2. Phasing, only subjects specific to operational safety during construction should be addressed.

3.2 Applicability of Subjects.

Each section should, to the extent practical, focus on the specific subject. Where an overlapping requirement spans several sections, the requirement should be explained in detail in the most applicable section. A reference to that section should be included in all other sections where the requirement may apply. For example, the requirement to protect existing underground FAA ILS cables during trenching operations could be considered FAA ATO coordination (Coordination, paragraph 2.5.3), an area and operation affected by the construction activity (Areas and Operations Affected by the Construction Activity, paragraph 2.7.1.4), a protection of a NAVAID (Protection of Navigational Aids (NAVAIDs), paragraph 2.8), or a notification to the FAA of construction activities (Notification of Construction Activities, paragraph 2.13.5.3.2). However, it is more specifically an underground utility requirement (Underground Utilities, paragraph 2.15). The procedure for protecting underground ILS cables during trenching operations should therefore be described in 2.4.2.11: "The contractor must coordinate with the local FAA System Support Center (SSC) to mark existing ILS cable routes along Runway 17-35. The ILS cables will be located by hand digging whenever the trenching operation moves within 10 feet of the cable markings." All other applicable sections should include a reference to 2.4.2.11: "ILS cables shall be identified and protected as described in 2.4.2.11" or "See 2.4.2.11 for ILS cable identification and protection requirements." Thus, the CSPP should be considered as a whole, with no need to duplicate responses to related issues.

3.3 Graphical Representations.

Construction safety drawings should be included in the CSPP as attachments. When other graphical representations will aid in supporting written statements, the drawings, diagrams, and/or photographs should also be attached to the CSPP. References should be made in the CSPP to each graphical attachment and may be made in multiple sections.

3.4 **Reference Documents.**

The CSPP must not incorporate a document by reference unless reproduction of the material in that document is prohibited. In that case, either copies of or a source for the referenced document must be provided to the contractor. Where this AC recommends references (e.g. as in paragraph 3.9) the intent is to include a reference to the corresponding section in the CSPP, not to this Advisory Circular.

3.5 **Restrictions.**

The CSPP should not be considered as a project design review document. The CSPP should also avoid mention of permanent ("as-built") features such as pavements, markings, signs, and lighting, except when such features are intended to aid in maintaining operational safety during the construction.

3.6 **Coordination.**

Include in this section a detailed description of conferences and meetings to be held both before and during the project. Include appropriate information from AC 150/5370-12. Discuss coordination procedures and schedules for each required FAA ATO Technical Operations shutdown and restart and all required flight inspections.

3.7 **Phasing.**

Include in this section a detailed scope of work description for the project as a whole and each phase of work covered by the CSPP. This includes all locations and durations of the work proposed. Attach drawings to graphically support the written scope of work. Detail in this section the sequenced phases of the proposed construction. Include a reference to paragraph 3.8, as appropriate.

3.8 **Areas and Operations Affected by Construction.**

Focus in this section on identifying the areas and operations affected by the construction. Describe corresponding mitigation that is not covered in detail elsewhere in the CSPP. Include references to paragraphs below as appropriate. Attach drawings as necessary to graphically describe affected areas and mechanisms proposed. See Appendix F for sample operational effects tables and figures.

3.9 **NAVAID Protection.**

List in this section all NAVAID facilities that will be affected by the construction. Identify NAVAID facilities that will be placed out of service at any time prior to or during construction activities. Identify individuals responsible for coordinating each shutdown and when each facility will be out of service. Include a reference to paragraph 3.6 for FAA ATO NAVAID shutdown, restart, and flight inspection coordination. Outline in detail procedures to protect each NAVAID facility remaining in service from interference by construction activities. Include a reference to paragraph 3.14 for the

issuance of NOTAMs as required. Include a reference to paragraph 3.16 for the protection of underground cables and piping serving NAVAIDs. If temporary visual aids are proposed to replace or supplement existing facilities, include a reference to paragraph 3.19. Attach drawings to graphically indicate the affected NAVAIDS and the corresponding critical areas.

3.10 **Contractor Access.**

This will necessarily be the most extensive section of the CSPP. Provide sufficient detail so that a contractor not experienced in working on airports will understand the unique restrictions such work will require. Due to this extent, it should be broken down into subsections as described below:

3.10.1 Location of Stockpiled Construction Materials.

Describe in this section specific locations for stockpiling material. Note any height restrictions on stockpiles. Include a reference to paragraph 3.21 for hazard marking and lighting devices used to identify stockpiles. Include a reference to paragraph 3.11 for provisions to prevent stockpile material from becoming wildlife attractants. Include a reference to paragraph 3.12 for provisions to prevent stockpile material from becoming FOD. Attach drawings to graphically indicate the stockpile locations.

3.10.2 Vehicle and Pedestrian Operations.

While there are many items to be addressed in this major subsection of the CSPP, all are concerned with one main issue: keeping people and vehicles from areas of the airport where they don't belong. This includes preventing unauthorized entry to the AOA and preventing the improper movement of pedestrians or vehicles on the airport. In this section, focus on mechanisms to prevent construction vehicles and workers traveling to and from the worksite from unauthorized entry into movement areas. Specify locations of parking for both employee vehicles and construction equipment, and routes for access and haul roads. In most cases, this will best be accomplished by attaching a drawing. Quote from AC 150/5210-5 specific requirements for contractor vehicles rather than referring to the AC as a whole, and include special requirements for identifying HAZMAT vehicles. Quote from, rather than incorporate by reference, AC 150/5210-20 as appropriate to address the airport's rules for ground vehicle operations, including its training program. Discuss the airport's recordkeeping system listing authorized vehicle operators.

3.10.3 Two-Way Radio Communications.

Include a special section to identify all individuals who are required to maintain communications with Air Traffic (AT) at airports with active towers, or monitor CTAF at airports without or with closed ATCT. Include training requirements for all individuals required to communicate with AT. Individuals required to monitor AT frequencies should also be identified. If construction employees are also required to communicate by radio with Airport Operations, this procedure should be described in detail. Usage of vehicle mounted radios and/or portable radios should be addressed. Communication procedures for the event of disabled radio communication (that is, light

signals, telephone numbers, others) must be included. All radio frequencies should by identified (Tower, Ground Control, CTAF, UNICOM, ATIS, and so on).

3.10.4 Airport Security.

Address security as it applies to vehicle and pedestrian operations. Discuss TSA requirements, security badging requirements, perimeter fence integrity, gate security, and other needs. Attach drawings to graphically indicate secured and/or Security Identification Display Areas (SIDA), perimeter fencing, and available access points.

3.11 Wildlife Management.

Discuss in this section wildlife management procedures. Describe the maintenance of existing wildlife mitigation devices, such as perimeter fences, and procedures to limit wildlife attractants. Include procedures to notify Airport Operations of wildlife encounters. Include a reference to paragraph 3.10 for security (wildlife) fence integrity maintenance as required.

3.12 FOD Management.

In this section, discuss methods to control and monitor FOD: worksite housekeeping, ground vehicle tire inspections, runway sweeps, and so on. Include a reference to paragraph 3.15 for inspection requirements as required.

3.13 HAZMAT Management.

Describe in this section HAZMAT management procedures: fuel deliveries, spill recovery procedures, Safety Data Sheet (SDS), Material Safety Data Sheet (MSDS) or Product Safety Data Sheet (PSDS) availability, and other considerations. Any specific airport HAZMAT restrictions should also be identified. Include a reference to paragraph 3.10 for HAZMAT vehicle identification requirements. Quote from, rather than incorporate by reference, AC 150/5320-15.

3.14 Notification of Construction Activities.

List in this section the names and telephone numbers of points of contact for all parties affected by the construction project. We recommend a single list that includes all telephone numbers required under this section. Include emergency notification procedures for all representatives of all parties potentially impacted by the construction. Identify individual representatives – and at least one alternate – for each party. List both on-duty and off-duty contact information for each individual, including individuals responsible for emergency maintenance of airport construction hazard lighting and barricades. Describe procedures to coordinate immediate response to events that might adversely affect the operational safety of the airport (such as interrupted NAVAID service). Explain requirements for and the procedures for the issuance of Notices to Airmen (NOTAMs), notification to FAA required by 14 CFR Part 77 and Part 157 and in the event of affected NAVAIDs. For NOTAMs, identify an individual, and at least one alternate, responsible for issuing and cancelling each specific type of Notice to

Airmen (NOTAM) required. Detail notification methods for police, fire fighting, and medical emergencies. This may include 911, but should also include direct phone numbers of local police departments and nearby hospitals. Identify the E911 address of the airport and the emergency access route via haul roads to the construction site. Require the contractor to have this information available to all workers. The local Poison Control number should be listed. Procedures regarding notification of Airport Operations and/or the ARFF Department of such emergencies should be identified, as applicable. If airport radio communications are identified as a means of emergency notification, include a reference to paragraph 3.10. Differentiate between emergency and nonemergency notification of ARFF personnel, the latter including activities that affect ARFF water supplies and access roads. Identify the primary ARFF contact person and at least one alternate. If notification is to be made through Airport Operations, then detail this procedure. Include a method of confirmation from the ARFF department.

3.15 **Inspection Requirements.**

Describe in this section inspection requirements to ensure airfield safety compliance. Include a requirement for routine inspections by the resident engineer (RE) or other airport operator's representative and the construction contractors. If the engineering consultants and/or contractors have a Safety Officer who will conduct such inspections, identify this individual. Describe procedures for special inspections, such as those required to reopen areas for aircraft operations. Part 139 requires daily airfield inspections at certificated airports, but these may need to be more frequent when construction is in progress. Discuss the role of such inspections on areas under construction. Include a requirement to immediately remedy any deficiencies, whether caused by negligence, oversight, or project scope change.

3.16 **Underground Utilities.**

Explain how existing underground utilities will be located and protected. Identify each utility owner and include contact information for each company/agency in the master list. Address emergency response procedures for damaged or disrupted utilities. Include a reference to paragraph 3.14 for notification of utility owners of accidental utility disruption as required.

3.17 **Penalties.**

Describe in this section specific penalties imposed for noncompliance with airport rules and regulations, including the CSPP: SIDA violations, VPD, and others.

3.18 **Special Conditions.**

Identify any special conditions that may trigger specific safety mitigation actions outlined in this CSPP: low visibility operations, snow removal, aircraft in distress, aircraft accident, security breach, VPD, and other activities requiring construction suspension/resumption. Include a reference to paragraph 3.10 for compliance with airport safety and security measures and for radio communications as required. Include

a reference to paragraph 3.14 for emergency notification of all involved parties, including police/security, ARFF, and medical services.

3.19 **Runway and Taxiway Visual Aids.**

Include marking, lighting, signs, and visual NAVAIDS. Detail temporary runway and taxiway marking, lighting, signs, and visual NAVAIDs required for the construction. Discuss existing marking, lighting, signs, and visual NAVAIDs that are temporarily, altered, obliterated, or shut down. Consider non-federal facilities and address requirements for reimbursable agreements necessary for alteration of FAA facilities and for necessary flight checks. Identify temporary TORA signs or runway distance remaining signs if appropriate. Identify required temporary visual NAVAIDs such as REIL or PAPI. Quote from, rather than incorporate by reference, AC 150/5340-1, *Standards for Airport Markings;* AC 150/5340-18, *Standards for Airport Sign Systems;* and AC 150/5340-30, as required. Attach drawings to graphically indicate proposed marking, lighting, signs, and visual NAVAIDs.

3.20 **Marking and Signs for Access Routes.**

Detail plans for marking and signs for vehicle access routes. To the extent possible, signs should be in conformance with the Federal Highway Administration MUTCD and/or State highway specifications, not hand lettered. Detail any modifications to the guidance in the MUTCD necessary to meet frangibility/height requirements.

3.21 **Hazard Marking and Lighting.**

Specify all marking and lighting equipment, including when and where each type of device is to be used. Specify maximum gaps between barricades and the maximum spacing of hazard lighting. Identify one individual and at least one alternate responsible for maintenance of hazard marking and lighting equipment in the master telephone list. Include a reference to paragraph 3.14. Attach drawings to graphically indicate the placement of hazard marking and lighting equipment.

3.22 **Work Zone Lighting for Nighttime Construction.**

If work is to be conducted at night, specify all lighting equipment, including when and where each type of device is to be used. Indicate the direction lights are to be aimed and any directions that aiming of lights is prohibited. Specify any shielding necessary in instances where aiming is not sufficient to prevent interference with air traffic control and aircraft operations. Attach drawings to graphically indicate the placement and aiming of lighting equipment. Where the plan only indicates directions that aiming of lights is prohibited, the placement and positioning of portable lights must be proposed by the Contractor and approved by the airport operator’s representative each time lights are relocated or repositioned.

3.23 **Protection of Runway and Taxiway Safety Areas.**

This section should focus exclusively on procedures for protecting all safety areas, including those altered by the construction: methods of demarcation, limit of access, movement within safety areas, stockpiling and trenching restrictions, and so on. Reference AC 150/5300-13, as required. Include a reference to paragraph 3.10 for procedures regarding vehicle and personnel movement within safety areas. Include a reference to paragraph 3.10 for material stockpile restrictions as required. Detail requirements for trenching, excavations, and backfill. Include a reference to paragraph 3.21 for hazard marking and lighting devices used to identify open excavations as required. If runway and taxiway closures are proposed to protect safety areas, or if temporary displaced thresholds and/or revised declared distances are used to provide the required Runway Safety Area, include a reference to paragraphs 3.14 and 3.19. Detail procedures for protecting the runway OFZ, runway OFA, taxiway OFA and runway approach surfaces including those altered by the construction: methods of demarcation, limit of cranes, storage of equipment, and so on. Quote from, rather than incorporate by reference, AC 150/5300-13, as required. Include a reference to paragraph 3.24 for height (i.e., crane) restrictions as required. One way to address the height of equipment that will move during the project is to establish a three-dimensional "box" within which equipment will be confined that can be studied as a single object. Attach drawings to graphically indicate the safety area, OFZ, and OFA boundaries.

3.24 **Other Limitations on Construction.**

This section should describe what limitations must be applied to each area of work and when each limitation will be applied: limitations due to airport operations, height (i.e., crane) restrictions, areas which cannot be worked at simultaneously, day/night work restrictions, winter construction, and other limitations. Include a reference to paragraph 3.7 for project phasing requirements based on construction limitations as required.

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APPENDIX A. RELATED READING MATERIAL

Obtain the latest version of the following free publications from the FAA on its Web site at http://www.faa.gov/airports/.

Table A-1. FAA Publications

Number	Title and Description
AC 150/5200-28	*Notices to Airmen (NOTAMs) for Airport Operators* Guidance for using the NOTAM System in airport reporting.
AC 150/5200-30	*Airport Field Condition Assessments and Winter Operations Safety* Guidance for airport owners/operators on the development of an acceptable airport snow and ice control program and on appropriate field condition reporting procedures.
AC 150/5200-33	*Hazardous Wildlife Attractants On or Near Airports* Guidance on locating certain land uses that might attract hazardous wildlife to public-use airports.
AC 150/5210-5	*Painting, Marking, and Lighting of Vehicles Used on an Airport* Guidance, specifications, and standards for painting, marking, and lighting vehicles operating in the airport air operations areas.
AC 150/5210-20	*Ground Vehicle Operations to include Taxiing or Towing an Aircraft on Airports* Guidance to airport operators on developing ground vehicle operation training programs.
AC 150/5300-13	*Airport Design* FAA standards and recommendations for airport design. Establishes approach visibility minimums as an airport design parameter, and contains the Object Free area and the obstacle free-zone criteria.
AC 150/5210-24	*Airport Foreign Object Debris (FOD) Management* Guidance for developing and managing an airport foreign object debris (FOD) program

Number	Title and Description
AC 150/5320-15	*Management of Airport Industrial Waste* Basic information on the characteristics, management, and regulations of industrial wastes generated at airports. Guidance for developing a Storm Water Pollution Prevention Plan (SWPPP) that applies best management practices to eliminate, prevent, or reduce pollutants in storm water runoff with particular airport industrial activities.
AC 150/5340-1	*Standards for Airport Markings* FAA standards for the siting and installation of signs on airport runways and taxiways.
AC 150/5340-18	*Standards for Airport Sign Systems* FAA standards for the siting and installation of signs on airport runways and taxiways.
AC 150/5345-28	*Precision Approach Path Indicator (PAPI) Systems* FAA standards for PAPI systems, which provide pilots with visual glide slope guidance during approach for landing.
AC 150/5340-30	*Design and Installation Details for Airport Visual Aids* Guidance and recommendations on the installation of airport visual aids.
AC 150/5345-39	*Specification for L-853, Runway and Taxiway Retroreflective Markers*
AC 150/5345-44	*Specification for Runway and Taxiway Signs* FAA specifications for unlighted and lighted signs for taxiways and runways.
AC 150/5345-53	*Airport Lighting Equipment Certification Program* Details on the Airport Lighting Equipment Certification Program (ALECP).
AC 150/5345-50	*Specification for Portable Runway and Taxiway Lights* FAA standards for portable runway and taxiway lights and runway end identifier lights for temporary use to permit continued aircraft operations while all or part of a runway lighting system is inoperative.
AC 150/5345-55	*Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure*

Number	Title and Description
AC 150/5370-10	*Standards for Specifying Construction of Airports* Standards for construction of airports, including earthwork, drainage, paving, turfing, lighting, and incidental construction.
AC 150/5370-12	*Quality Management for Federally Funded Airport Construction Projects*
EB 93	*Guidance for the Assembly and Installation of Temporary Orange Construction Signs*
FAA Order 5200.11	FAA Airports (ARP) Safety Management System (SMS) Basics for implementing SMS within ARP. Includes roles and responsibilities of ARP management and staff as well as other FAA lines of business that contribute to the ARP SMS.
FAA Certalert 98-05	*Grasses Attractive to Hazardous Wildlife* Guidance on grass management and seed selection.
FAA Form 7460-1	Notice of Proposed Construction or Alteration
FAA Form 7480-1	Notice of Landing Area Proposal
FAA Form 6000.26	National NAS Strategic Interruption Service Level Agreement, Strategic Events Coordination, Airport Sponsor Form

Obtain the latest version of the following free publications from the Electronic Code of Federal Regulations at http://www.ecfr.gov/.

Table A-2. Code of Federal Regulation

Number	Title
Title 14 CFR Part 77	Safe, Efficient Use and Preservation of the Navigable Airspace
Title 14 CFR Part 139	Certification of Airports
Title 49 CFR Part 1542	Airport Security

Obtain the latest version of the Manual on Uniform Traffic Control Devices from the Federal Highway Administration at http://mutcd.fhwa.dot.gov/.

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APPENDIX B. TERMS AND ACRONYMS

Table B-1. Terms and Acronyms

Term	Definition
Form 7460-1	Notice of Proposed Construction or Alteration. For on-airport projects, the form submitted to the FAA regional or airports division office as formal written notification of any kind of construction or alteration of objects that affect navigable airspace, as defined in 14 CFR Part 77, *Safe, Efficient Use, and Preservation of the Navigable Airspace*. (See guidance available on the FAA web site at https://oeaaa.faa.gov.) The form may be downloaded at http://www.faa.gov/airports/resources/forms/, or filed electronically at: https://oeaaa.faa.gov.
Form 7480-1	Notice of Landing Area Proposal. Form submitted to the FAA Airports Regional Division Office or Airports District Office as formal written notification whenever a project without an airport layout plan on file with the FAA involves the construction of a new airport; the construction, realigning, altering, activating, or abandoning of a runway, landing strip, or associated taxiway; or the deactivation or abandoning of an entire airport The form may be downloaded at http://www.faa.gov/airports/resources/forms/.
Form 6000-26	Airport Sponsor Strategic Event Submission Form
AC	Advisory Circular
ACSI	Airport Certification Safety Inspector
ADG	Airplane Design Group
AIP	Airport Improvement Program
ALECP	Airport Lighting Equipment Certification Program
ANG	Air National Guard
AOA	Air Operations Area, as defined in 14 CFR Part 107. Means a portion of an airport, specified in the airport security program, in which security measures are carried out. This area includes aircraft movement areas, aircraft parking areas, loading ramps, and safety areas, and any adjacent areas (such as general aviation areas) that are not separated by adequate security systems, measures, or procedures. This area does not include the secured area of the airport terminal building.
ARFF	Aircraft Rescue and Fire Fighting
ARP	FAA Office of Airports
ASDA	Accelerate-Stop Distance Available
AT	Air Traffic
ATCT	Airport Traffic Control Tower
ATIS	Automatic Terminal Information Service
ATO	Air Traffic Organization
Certificated Airport	An airport that has been issued an Airport Operating Certificate by the FAA under

Term	Definition
	the authority of 14 CFR Part 139, *Certification of Airports*.
CFR	Code of Federal Regulations
Construction	The presence of construction-related personnel, equipment, and materials in any location that could infringe upon the movement of aircraft.
CSPP	Construction Safety and Phasing Plan. The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
CTAF	Common Traffic Advisory Frequency
Displaced Threshold	A threshold that is located at a point on the runway other than the designated beginning of the runway. The portion of pavement behind a displaced threshold is available for takeoffs in either direction or landing from the opposite direction.
DOT	Department of Transportation
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FOD	Foreign Object Debris/Damage
FSS	Flight Service Station
GA	General Aviation
HAZMAT	Hazardous Materials
HMA	Hot Mix Asphalt
IAP	Instrument Approach Procedures
IFR	Instrument Flight Rules
ILS	Instrument Landing System
LDA	Landing Distance Available
LOC	Localizer antenna array
Movement Area	The runways, taxiways, and other areas of an airport that are used for taxiing or hover taxiing, air taxiing, takeoff, and landing of aircraft, exclusive of loading aprons and aircraft parking areas (reference 14 CFR Part 139).
MSDS	Material Safety Data Sheet
MUTCD	Manual on Uniform Traffic Control Devices
NAVAID	Navigation Aid
NAVAID Critical Area	An area of defined shape and size associated with a NAVAID that must remain clear and graded to avoid interference with the electronic signal.
Non-Movement Area	The area inside the airport security fence exclusive of the Movement Area. It is important to note that the non-movement area includes pavement traversed by aircraft.

Term	Definition
NOTAM	Notices to Airmen
Obstruction	Any object/obstacle exceeding the obstruction standards specified by 14 CFR Part 77, subpart C.
OCC	Operations Control Center
OE / AAA	Obstruction Evaluation / Airport Airspace Analysis
OFA	Object Free Area. An area on the ground centered on the runway, taxiway, or taxi lane centerline provided to enhance safety of aircraft operations by having the area free of objects except for those objects that need to be located in the OFA for air navigation or aircraft ground maneuvering purposes. (See AC 150/5300-13 for additional guidance on OFA standards and wingtip clearance criteria.)
OFZ	Obstacle Free Zone. The airspace below 150 ft (45 m) above the established airport elevation and along the runway and extended runway centerline that is required to be clear of all objects, except for frangible visual NAVAIDs that need to be located in the OFZ because of their function, in order to provide clearance protection for aircraft landing or taking off from the runway and for missed approaches. The OFZ is subdivided as follows: Runway OFZ, Inner Approach OFZ, Inner Transitional OFZ, and Precision OFZ. Refer to AC 150/5300-13 for guidance on OFZ.
OSHA	Occupational Safety and Health Administration
OTS	Out of Service
P&R	Planning and Requirements Group
NPI	NAS Planning & Integration
PAPI	Precision Approach Path Indicator
PFC	Passenger Facility Charge
PLASI	Pulse Light Approach Slope Indicator
Project Proposal Summary	A clear and concise description of the proposed project or change that is the object of Safety Risk Management.
RA	Reimbursable Agreement
RE	Resident Engineer
REIL	Runway End Identifier Lights
RNAV	Area Navigation
ROFA	Runway Object Free Area
RSA	Runway Safety Area. A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway, in accordance with AC 150/5300-13.
SDS	Safety Data Sheet
SIDA	Security Identification Display Area
SMS	Safety Management System

Term	Definition
SPCD	Safety Plan Compliance Document. Details developed and submitted by a contractor to the airport operator for approval providing details on how the performance of a construction project will comply with the CSPP.
SRM	Safety Risk Management
SSC	System Support Center
Taxiway Safety Area	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway, in accordance with AC 150/5300-13.
TDG	Taxiway Design Group
Temporary	Any condition that is not intended to be permanent.
Temporary Runway End	The beginning of that portion of the runway available for landing and taking off in one direction, and for landing in the other direction. Note the difference from a displaced threshold.
Threshold	The beginning of that portion of the runway available for landing. In some instances, the landing threshold may be displaced.
TODA	Takeoff Distance Available
TOFA	Taxiway Object Free Area
TORA	Takeoff Run Available. The length of the runway less any length of runway unavailable and/or unsuitable for takeoff run computations. See AC 150/5300-13 for guidance on declared distances.
TSA	Taxiway Safety Area, or Transportation Security Administration
UNICOM	A radio communications system of a type used at small airports.
VASI	Visual Approach Slope Indicator
VGSI	Visual Glide Slope Indicator. A device that provides a visual glide slope indicator to landing pilots. These systems include precision approach path indicator (PAPI), visual approach slope indicator (VASI), and pulse light approach slope indicator (PLASI).
VFR	Visual Flight Rules
VOR	Very High Frequency Omnidirectional Radio Range
VPD	Vehicle / Pedestrian Deviation

APPENDIX C. SAFETY AND PHASING PLAN CHECKLIST

This appendix is keyed to Chapter 2. In the electronic version of this AC, clicking on the paragraph designation in the Reference column will access the applicable paragraph. There may be instances where the CSPP requires provisions that are not covered by the list in this appendix.

This checklist is intended as an aid, not a required submittal.

Table C-1. CSPP Checklist

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
General Considerations					
Requirements for predesign, prebid, and preconstruction conferences to introduce the subject of airport operational safety during construction are specified.	2.5				
Operational safety is a standing agenda item for construction progress meetings.	2.5				
Scheduling of the construction phases is properly addressed.	2.6				
Any formal agreements are established.	2.5.3				
Areas and Operations Affected by Construction Activity					
Drawings showing affected areas are included.	2.7.1				
Closed or partially closed runways, taxiways, and aprons are depicted on drawings.	2.7.1.1				
Access routes used by ARFF vehicles affected by the project are addressed.	2.7.1.2				
Access routes used by airport and airline support vehicles affected by the project are addressed.	2.7.1.3				
Underground utilities, including water supplies for firefighting and drainage.	2.7.1.4				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Approach/departure surfaces affected by heights of temporary objects are addressed.	2.7.1.5				
Construction areas, storage areas, and access routes near runways, taxiways, aprons, or helipads are properly depicted on drawings.	2.7.1				
Temporary changes to taxi operations are addressed.	2.7.2.1				
Detours for ARFF and other airport vehicles are identified.	2.7.2.2				
Maintenance of essential utilities and underground infrastructure is addressed.	2.7.2.3				
Temporary changes to air traffic control procedures are addressed.	2.7.2.4				
NAVAIDs					
Critical areas for NAVAIDs are depicted on drawings.	2.8				
Effects of construction activity on the performance of NAVAIDS, including unanticipated power outages, are addressed.	2.8				
Protection of NAVAID facilities is addressed.	2.8				
The required distance and direction from each NAVAID to any construction activity is depicted on drawings.	2.8				
Procedures for coordination with FAA ATO/Technical Operations, including identification of points of contact, are included.	2.8, 2.13.1, 2.13.5.3.1, 2.18.1				
Contractor Access					
The CSPP addresses areas to which contractor will have access and how	2.9				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
the areas will be accessed.					
The application of 49 CFR Part 1542 Airport Security, where appropriate, is addressed.	2.9				
The location of stockpiled construction materials is depicted on drawings.	2.9.1				
The requirement for stockpiles in the ROFA to be approved by FAA is included.	2.9.1				
Requirements for proper stockpiling of materials are included.	2.9.1				
Construction site parking is addressed.	2.9.2.1				
Construction equipment parking is addressed.	2.9.2.2				
Access and haul roads are addressed.	2.9.2.3				
A requirement for marking and lighting of vehicles to comply with AC 150/5210-5, *Painting, Marking and Lighting of Vehicles Used on an Airport,* is included.	2.9.2.4				
Proper vehicle operations, including requirements for escorts, are described.	2.9.2.5, 2.9.2.6				
Training requirements for vehicle drivers are addressed.	2.9.2.7				
Two-way radio communications procedures are described.	2.9.2.9				
Maintenance of the secured area of the airport is addressed.	2.9.2.10				
Wildlife Management					
The airport operator’s wildlife management procedures are addressed.	2.10				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Foreign Object Debris Management					
The airport operator's FOD management procedures are addressed.	2.11				
Hazardous Materials Management					
The airport operator's hazardous materials management procedures are addressed.	2.12				
Notification of Construction Activities					
Procedures for the immediate notification of airport user and local FAA of any conditions adversely affecting the operational safety of the airport are detailed.	2.13				
Maintenance of a list by the airport operator of the responsible representatives/points of contact for all involved parties and procedures for contacting them 24 hours a day, seven days a week is specified.	2.13.1				
A list of local ATO/Technical Operations personnel is included.	2.13.1				
A list of ATCT managers on duty is included.	2.13.1				
A list of authorized representatives to the OCC is included.	2.13.2				
Procedures for coordinating, issuing, maintaining and cancelling by the airport operator of NOTAMS about airport conditions resulting from construction are included.	2.8, 2.13.2, 2.18.3.3.9				
Provision of information on closed or hazardous conditions on airport movement areas by the airport operator to the OCC is specified.	2.13.2				
Emergency notification procedures for medical, fire fighting, and police	2.13.3				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
response are addressed.					
Coordination with ARFF personnel for non-emergency issues is addressed.	2.13.4				
Notification to the FAA under 14 CFR parts 77 and 157 is addressed.	2.13.5				
Reimbursable agreements for flight checks and/or design and construction for FAA owned NAVAIDs are addressed.	2.13.5.3.2				
Inspection Requirements					
Daily and interim inspections by both the airport operator and contractor are specified.	2.14.1, 2.14.2				
Final inspections at certificated airports are specified when required.	2.14.3				
Underground Utilities					
Procedures for protecting existing underground facilities in excavation areas are described.	2.15				
Penalties					
Penalty provisions for noncompliance with airport rules and regulations and the safety plans are detailed.	2.16				
Special Conditions					
Any special conditions that affect the operation of the airport or require the activation of any special procedures are addressed.	2.17				
Runway and Taxiway Visual Aids - Marking, Lighting, Signs, and Visual NAVAIDs					
The proper securing of temporary airport markings, lighting, signs, and visual NAVAIDs is addressed.	2.18.1				
Frangibility of airport markings, lighting, signs, and visual NAVAIDs is specified.	2.18.1, 2.18.3, 2.18.4.2, 2.20.2.4				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
The requirement for markings to be in compliance with AC 150/5340-1, *Standards for Airport Markings*, is specified.	2.18.2				
Detailed specifications for materials and methods for temporary markings are provided.	2.18.2				
The requirement for lighting to conform to AC 150/5340-30, *Design and Installation Details for Airport Visual Aids;* AC 150/5345-50, *Specification for Portable Runway and Taxiway Lights;* and AC 150/5345-53, *Airport Lighting Certification Program*, is specified.	2.18.3				
The use of a lighted X is specified where appropriate.	2.18.2.1.2, 2.18.3.2				
The requirement for signs to conform to AC 150/5345-44, *Specification for Runway and Taxiway Signs;* AC 50/5340-18, *Standards for Airport Sign Systems;* and AC 150/5345-53, *Airport Lighting Certification Program*, is specified.	2.18.4				
Marking and Signs For Access Routes					
The CSPP specifies that pavement markings and signs intended for construction personnel should conform to AC 150/5340-18 and, to the extent practicable, with the MUTCD and/or State highway specifications.	2.18.4.2				
Hazard Marking and Lighting					
Prominent, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles are specified.	2.20.1				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Hazard marking and lighting are specified to identify open manholes, small areas under repair, stockpiled material, and waste areas.	2.20.1				
The CSPP considers less obvious construction-related hazards.	2.20.1				
Equipment that poses the least danger to aircraft but is sturdy enough to remain in place when subjected to typical winds, prop wash and jet blast is specified.	2.20.2.1				
The spacing of barricades is specified such that a breach is physically prevented barring a deliberate act.	2.20.2.1				
Red lights meeting the luminance requirements of the State Highway Department are specified.	2.20.2.2				
Barricades, temporary markers, and other objects placed and left in areas adjacent to any open runway, taxiway, taxi lane, or apron are specified to be as low as possible to the ground, and no more than 18 inch high.	2.20.2.3				
Barricades are specified to indicate construction locations in which no part of an aircraft may enter.	2.20.2.3				
Highly reflective barriers with lights are specified to barricade taxiways leading to closed runways.	2.20.2.5				
Markings for temporary closures are specified.	2.20.2.5				
The provision of a contractor's representative on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades is specified.	2.20.2.7				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Work Zone Lighting for Nighttime Construction					
If work is to be conducted at night, the CSPP identifies construction lighting units and their general locations and aiming in relationship to the ATCT and active runways and taxiways.	2.21				
Protection of Runway and Taxiway Safety Areas					
The CSPP clearly states that no construction may occur within a safety area while the associated runway or taxiway is open for aircraft operations.	2.22.1.1, 2.22.3.1				
The CSPP specifies that the airport operator coordinates the adjustment of RSA or TSA dimensions with the ATCT and the appropriate FAA Airports Regional or District Office and issues a local NOTAM.	2.22.1.2, 2.22.3.2				
Procedures for ensuring adequate distance for protection from blasting operations, if required by operational considerations, are detailed.	2.22.3.3				
The CSPP specifies that open trenches or excavations are not permitted within a safety area while the associated runway or taxiway is open, subject to approved exceptions.	2.22.1.4				
Appropriate covering of excavations in the RSA or TSA that cannot be backfilled before the associated runway or taxiway is open is detailed.	2.22.1.4				
The CSPP includes provisions for prominent marking of open trenches and excavations at the construction site.	2.22.1.4				
Grading and soil erosion control to maintain RSA/TSA standards are	2.22.3.5				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
addressed.					
The CSPP specifies that equipment is to be removed from the ROFA when not in use.	2.22.2				
The CSPP clearly states that no construction may occur within a taxiway safety area while the taxiway is open for aircraft operations.	2.22.3				
Appropriate details are specified for any construction work to be accomplished in a taxiway object free area.	2.22.4				
Measures to ensure that personnel, material, and/or equipment do not penetrate the OFZ or threshold siting surfaces while the runway is open for aircraft operations are included.	2.22.4.3.6				
Provisions for protection of runway approach/departure areas and clearways are included.	2.22.6				
Other Limitations on Construction					
The CSPP prohibits the use of open flame welding or torches unless adequate fire safety precautions are provided and the airport operator has approved their use.	2.23.1.2				
The CSPP prohibits the use of electrical blasting caps on or within 1,000 ft (300 m) of the airport property.	2.23.1.3				

APPENDIX D. CONSTRUCTION PROJECT DAILY SAFETY INSPECTION CHECKLIST

The situations identified below are potentially hazardous conditions that may occur during airport construction projects. Safety area encroachments, unauthorized and improper ground vehicle operations, and unmarked or uncovered holes and trenches near aircraft operating surfaces pose the most prevalent threats to airport operational safety during airport construction projects. The list below is one tool that the airport operator or contractor may use to aid in identifying and correcting potentially hazardous conditions. It should be customized as appropriate for each project including information such as the date, time and name of the person conducting the inspection.

Table D-1. Potentially Hazardous Conditions

Item	Action Required (Describe)	No Action Required (Check)
Excavation adjacent to runways, taxiways, and aprons improperly backfilled.		
Mounds of earth, construction materials, temporary structures, and other obstacles near any open runway, taxiway, or taxi lane; in the related Object Free area and aircraft approach or departure areas/zones; or obstructing any sign or marking.		
Runway resurfacing projects resulting in lips exceeding 3 inch (7.6 cm) from pavement edges and ends.		
Heavy equipment (stationary or mobile) operating or idle near AOA, in runway approaches and departures areas, or in OFZ.		
Equipment or material near NAVAIDs that may degrade or impair radiated signals and/or the monitoring of navigation and visual aids. Unauthorized or improper vehicle operations in localizer or glide slope critical areas, resulting in electronic interference and/or facility shutdown.		
Tall and especially relatively low visibility units (that is, equipment with slim profiles) — cranes, drills, and similar objects — located in critical areas, such as OFZ and		

Item	Action Required (Describe)	No Action Required (Check)
approach zones.		
Improperly positioned or malfunctioning lights or unlighted airport hazards, such as holes or excavations, on any apron, open taxiway, or open taxi lane or in a related safety, approach, or departure area.		
Obstacles, loose pavement, trash, and other debris on or near AOA. Construction debris (gravel, sand, mud, paving materials) on airport pavements may result in aircraft propeller, turbine engine, or tire damage. Also, loose materials may blow about, potentially causing personal injury or equipment damage.		
Inappropriate or poorly maintained fencing during construction intended to deter human and animal intrusions into the AOA. Fencing and other markings that are inadequate to separate construction areas from open AOA create aviation hazards.		
Improper or inadequate marking or lighting of runways (especially thresholds that have been displaced or runways that have been closed) and taxiways that could cause pilot confusion and provide a potential for a runway incursion. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of AOA create aviation hazards.		
Wildlife attractants — such as trash (food scraps not collected from construction personnel activity), grass seeds, tall grass, or standing water — on or near airports.		
Obliterated or faded temporary markings on active operational areas.		
Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards.		

Item	Action Required (Describe)	No Action Required (Check)
Failure to issue, update, or cancel NOTAMs about airport or runway closures or other construction related airport conditions.		
Failure to mark and identify utilities or power cables. Damage to utilities and power cables during construction activity can result in the loss of runway / taxiway lighting; loss of navigation, visual, or approach aids; disruption of weather reporting services; and/or loss of communications.		
Restrictions on ARFF access from fire stations to the runway / taxiway system or airport buildings.		
Lack of radio communications with construction vehicles in airport movement areas.		
Objects, regardless of whether they are marked or flagged, or activities anywhere on or near an airport that could be distracting, confusing, or alarming to pilots during aircraft operations.		
Water, snow, dirt, debris, or other contaminants that temporarily obscure or derogate the visibility of runway/taxiway marking, lighting, and pavement edges. Any condition or factor that obscures or diminishes the visibility of areas under construction.		
Spillage from vehicles (gasoline, diesel fuel, oil) on active pavement areas, such as runways, taxiways, aprons, and airport roadways.		
Failure to maintain drainage system integrity during construction (for example, no temporary drainage provided when working on a drainage system).		

Item	Action Required (Describe)	No Action Required (Check)
Failure to provide for proper electrical lockout and tagging procedures. At larger airports with multiple maintenance shifts/workers, construction contractors should make provisions for coordinating work on circuits.		
Failure to control dust. Consider limiting the amount of area from which the contractor is allowed to strip turf.		
Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring, and place it in conduit or bury it.		
Site burning, which can cause possible obscuration.		
Construction work taking place outside of designated work areas and out of phase.		

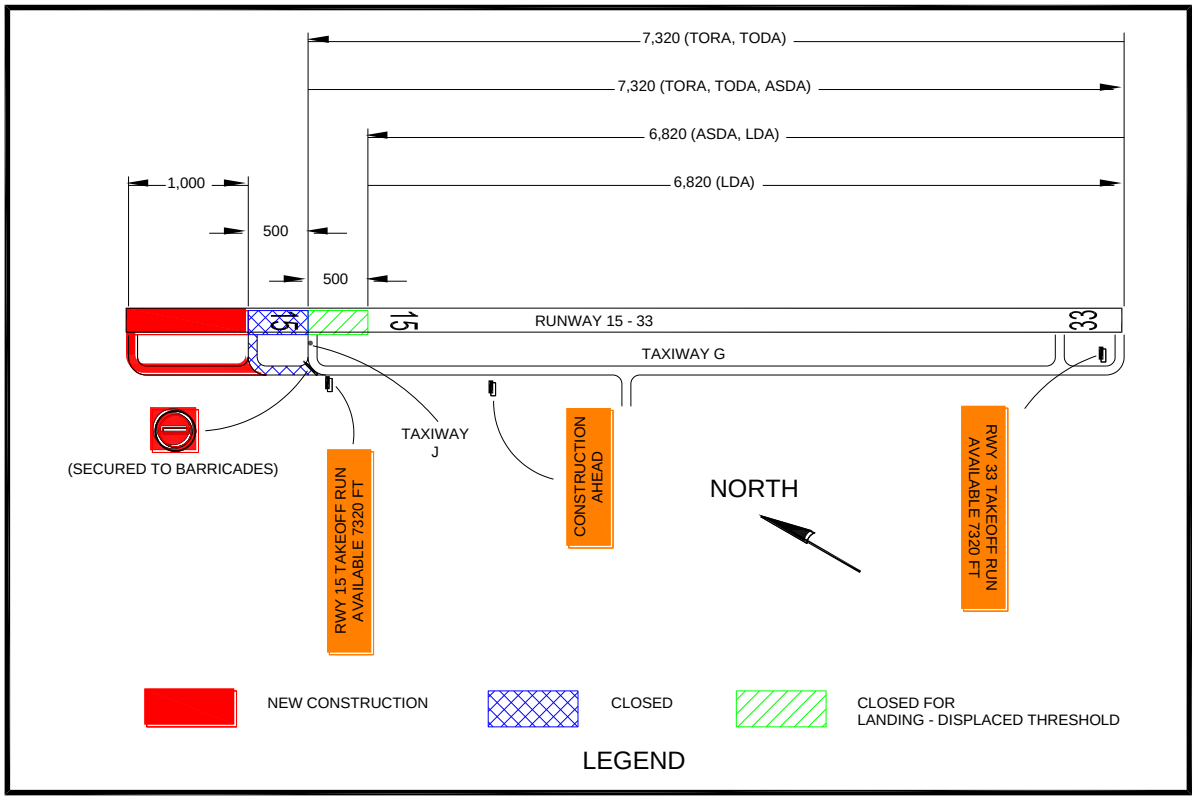
APPENDIX E. SAMPLE OPERATIONAL EFFECTS TABLE

E.1 **Project Description.**

Runway 15-33 is currently 7820 feet long, with a 500 foot stopway on the north end. This project will remove the stopway and extend the runway 1000 feet to the north and 500 feet to the south. Finally, the existing portion of the runway will be repaved. The runway 33 glide slope will be relocated. The new runway 33 localizer has already been installed by FAA Technical Operations and only needs to be switched on. Runway 15 is currently served only by a localizer, which will remain in operation as it will be beyond the future RSA. Appropriate NOTAMS will be issued throughout the project.

E.1.1 During Phase I, the runway 15 threshold will be displaced 1000 feet to keep construction equipment below the approach surface. The start of runway 15 takeoff and the departure end of runway 33 will also be moved 500 feet to protect workers from jet blast. Declared distances for runway 33 will be adjusted to provide the required RSA and applicable departure surface. Excavation near Taxiway G will require its ADG to be reduced from IV to III. See Figure E-1.

Figure E-1. Phase I Example

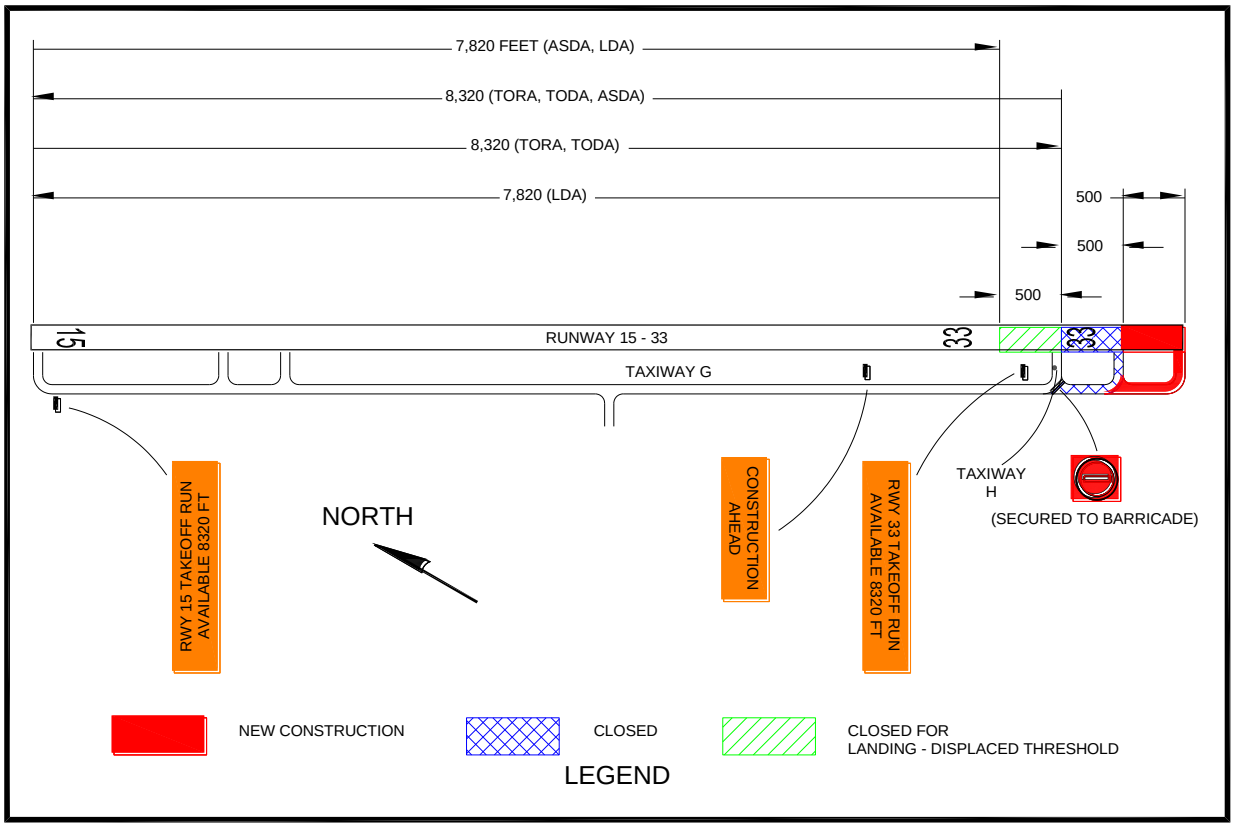


Note 1: Where hold signs are installed on both sides of a taxiway, install the TORA sign on the left side of the taxiway before the final turn to the runway intersection.

Note 2: Based on the declared distances for Runway 33 departures, the maximum equipment height in the construction area is 12.5 feet (500/40 = 12.5).

E.2 During Phase II, the runway 33 threshold will be displaced 1000 feet to keep construction equipment below the approach surface. The start of runway 33 takeoff and the departure end of runway 15 will also be moved 500 feet to protect workers from jet blast. Declared distances for runway 15 will be adjusted to provide the required RSA and applicable departure surface. See Figure E-2.

Figure E-2. Phase II Example



Note 1: Where hold signs are installed on both sides of a taxiway, install the TORA sign on the left side of the taxiway before the final turn to the runway intersection.

Note 2: Based on the declared distances for Runway 15 departures, the maximum equipment height in the construction area is 12.5 feet (500/40 = 12.5).

E.3 During Phase III, the existing portion of the runway will be repaved with Hot Mix Asphalt (HMA) and the runway 33 glide slope will be relocated. Construction will be accomplished between the hours of 8:00 pm and 5:00 am, during which the runway will be closed to operations.

Figure E-3. Phase III Example

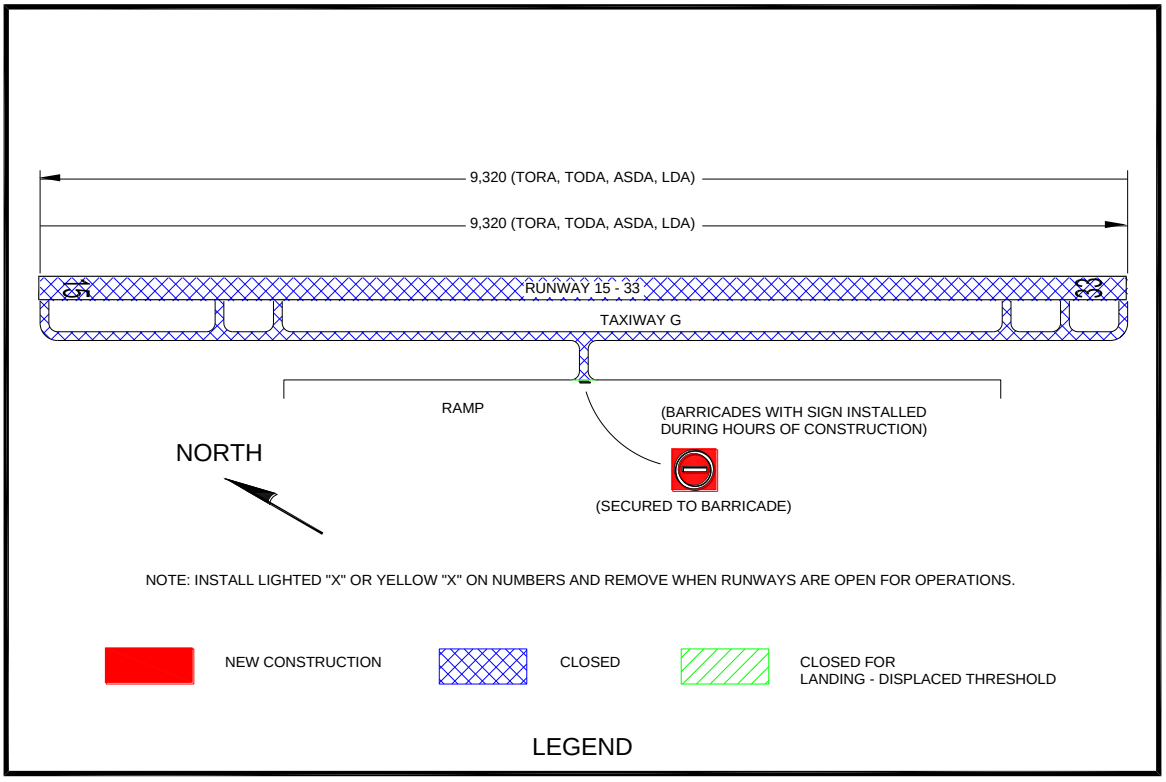


Table E-1. Operational Effects Table

Project	**Runway 15-33 Extension and Repaving**			
Phase	**Normal (Existing)**	**Phase I: Extend Runway 15 End**	**Phase II: Extend Runway 33 End**	**Phase III: Repave Runway**
Scope of Work	N/A	Extend Runway 15-33 1,000 ft on north end with Hot Mix Asphaltic Concrete (HMA).	Extend Runway 15-33 500 ft on south end with Hot Mix Asphaltic Concrete (HMA).	Repave existing runway with HMA Relocate Runway 33 Glide Slope
Effects of Construction Operations	N/A	Existing North 500 ft closed	Existing South 500 ft closed	Runway closed between 8:00 pm and 5:00 am Edge lighting out of service
Construction Phase	N/A	Phase I (Anticipated)	Phase II (Anticipated)	Phase III (Anticipated)
Runway 15 Average Aircraft Operations	Carrier: 52 /day GA: 26 /day Military: 11 /day	Carrier: 40 /day GA: 26 /day Military: 0 /day	Carrier: 45 /day GA: 26 /day Military: 5 /day	Carrier: 45 / day GA: 20 / day Military: 0 /day
Runway 33 Average Aircraft Operations	Carrier: 40 /day GA: 18 /day Military: 10 /day	Carrier: 30 /day GA: 18 /day Military: 0 /day	Carrier: 25 /day GA: 18 /day Military: 5 /day	Carrier: 20 /day GA: 5 /day Military: 0 /day
Runway 15-33 Aircraft Category	C-IV	C-IV	C-IV	C-IV
Runway 15 Approach Visibility Minimums	1 mile	1 mile	1 mile	1 mile
Runway 33 Approach Visibility Minimums	¾ mile	¾ mile	¾ mile	1 mile

Note: Proper coordination with Flight Procedures group is necessary to maintain instrument approach procedures during construction.

Project		Runway 15-33 Extension and Repaving			
Phase		Normal (Existing)	Phase I: Extend Runway 15 End	Phase II: Extend Runway 33 End	Phase III: Repave Runway
Runway 15 Declared Distances	TORA	7,820	7,320	8,320	9,320
	TODA	7,820	7,320	8,320	9,320
	ASDA	7,820	7,320	7,820	9,320
	LDA	7,820	6,820	7,820	9,320
Runway 33 Declared Distances	TORA	7,820	7,320	8,320	9,320
	TODA	7,820	7,320	8,320	9,320
	ASDA	8,320	6,820	8,320	9,320
	LDA	7,820	6,820	7,820	9,320
Runway 15 Approach Procedures		LOC only	LOC only	LOC only	LOC only
		RNAV	RNAV	RNAV	RNAV
		VOR	VOR	VOR	VOR
Runway 33 Approach Procedures		ILS	ILS	ILS	LOC only
		RNAV	RNAV	RNAV	RNAV
		VOR	VOR	VOR	VOR
Runway 15 NAVAIDs		LOC	LOC	LOC	LOC
Runway 33 NAVAIDs		ILS, MALSR	ILS, MALSR	ILS, MALSR	LOC, MALSR
Taxiway G ADG		IV	III	IV	IV
Taxiway G TDG		4	4	4	4
ATCT (hours open)		24 hours	24 hours	24 hours	0500 - 2000
ARFF Index		D	D	D	D

Project	Runway 15-33 Extension and Repaving			
Phase	**Normal (Existing)**	**Phase I: Extend Runway 15 End**	**Phase II: Extend Runway 33 End**	**Phase III: Repave Runway**
Special Conditions	Air National Guard (ANG) military operations	All military aircraft relocated to alternate ANG Base	Some large military aircraft relocated to alternate ANG Base	All military aircraft relocated to alternate ANG Base
Information for NOTAMs		Refer above for applicable declared distances. Taxiway G limited to 118 ft wingspan	Refer above for applicable declared distances.	Refer above for applicable declared distances. Airport closed 2000 – 0500. Runway 15 glide slope OTS.

Note: This table is one example. It may be advantageous to develop a separate table for each project phase and/or to address the operational status of the associated NAVAIDs per construction phase.

Complete the following chart for each phase to determine the area that must be protected along the runway and taxiway edges:

Table E-2. Runway and Taxiway Edge Protection

Runway/Taxiway	Aircraft Approach Category* A, B, C, or D	Airplane Design Group* I, II, III, or IV	Safety Area Width in Feet Divided by 2*

*See AC 150/5300-13 to complete the chart for a specific runway/taxiway.

Complete the following chart for each phase to determine the area that must be protected before the runway threshold:

Table E-3. Protection Prior to Runway Threshold

Runway End Number	Airplane Design Group* I, II, III, or IV	Aircraft Approach Category* A, B, C, or D	Minimum Safety Area Prior to the Threshold*	Minimum Distance to Threshold Based on Required Approach Slope*	
			ft	ft	: 1
			ft	ft	: 1
			ft	ft	: 1
			ft	ft	: 1

*See AC 150/5300-13 to complete the chart for a specific runway.

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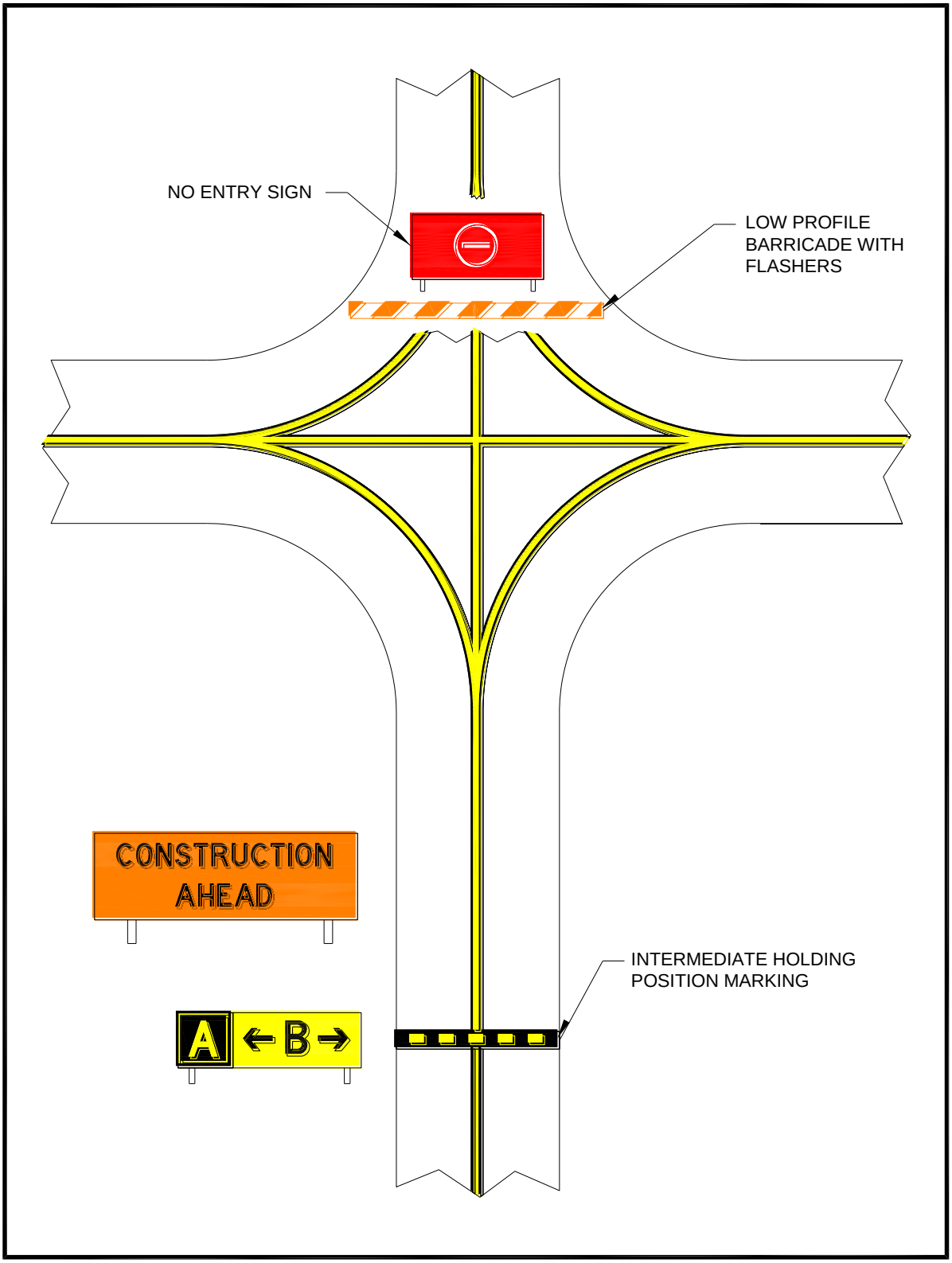
APPENDIX F. ORANGE CONSTRUCTION SIGNS

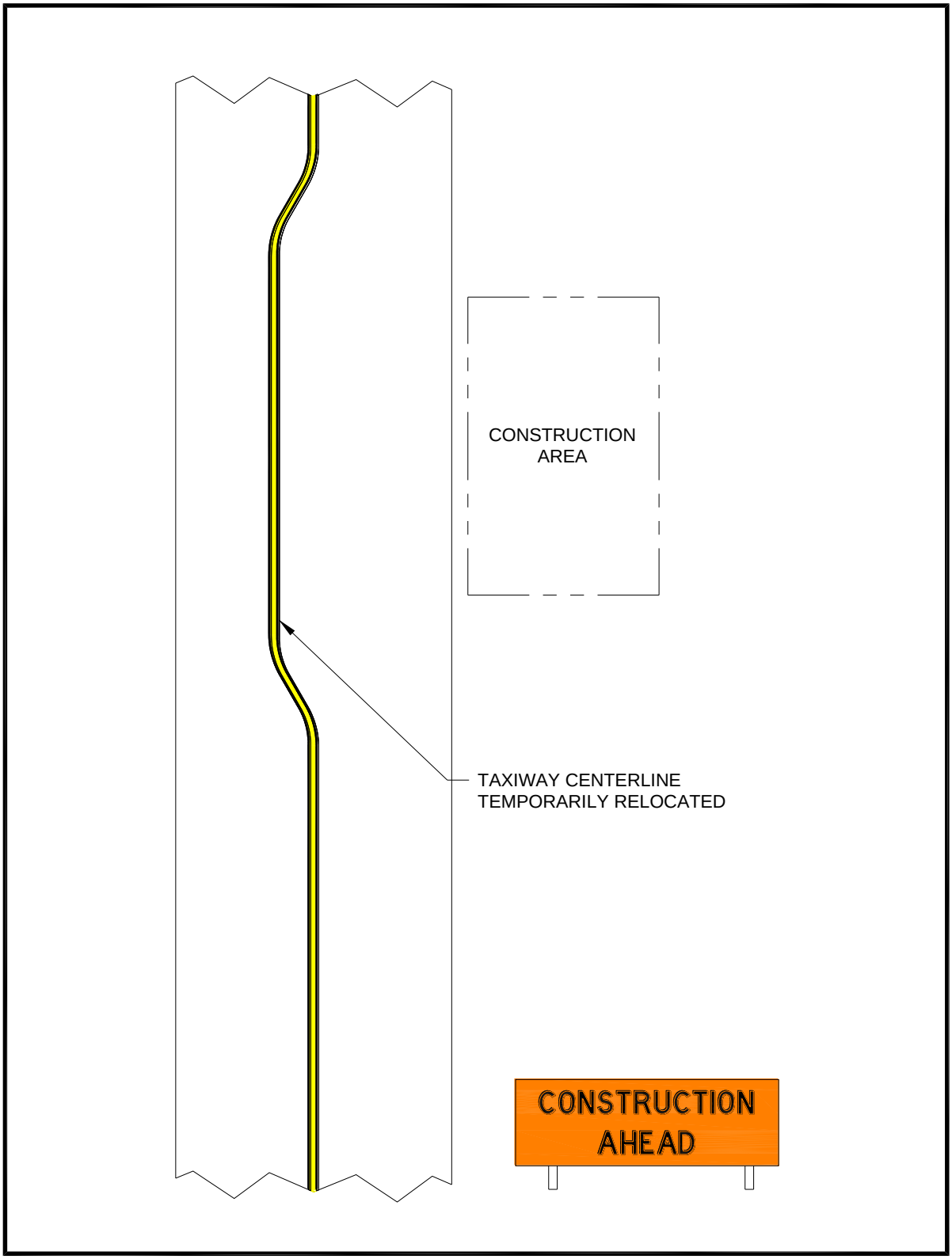
Figure F-1. Approved Sign Legends

Figure F-2. Orange Construction Sign Example 1



Note: For proper placement of signs, refer to EB 93.

Figure F-3. Orange Construction Sign Example 2



Note: For proper placement of signs, refer to EB 93.

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Advisory Circular Feedback

If you find an error in this AC, have recommendations for improving it, or have suggestions for new items/subjects to be added, you may let us know by (1) mailing this form to Manager, Airport Engineering Division, Federal Aviation Administration ATTN: AAS-100, 800 Independence Avenue SW, Washington DC 20591 or (2) faxing it to the attention of the Office of Airport Safety and Standards at (202) 267-5383.

Subject: AC 150/5370-2G Date: _____

Please check all appropriate line items:

☐ An error (procedural or typographical) has been noted in paragraph _____ on page _____.

☐ Recommend paragraph _____ on page _____ be changed as follows:

_____
_____
_____

☐ In a future change to this AC, please cover the following subject:
(Briefly describe what you want added.)

_____
_____
_____

☐ Other comments:

_____
_____
_____

☐ I would like to discuss the above. Please contact me at (phone number, email address).

_____

Submitted by: _____ Date: _____

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REQUIRED CONTRACT PROVISIONS FOR AIRPORT IMPROVEMENT PROGRAM (AIP) PROJECTS

DESCRIPTION

SC-2-1.1 This Special Condition contain Contract Provisions related to compliance with the FAA Airport Improvement Program (AIP). These Contract Provisions shall apply to all work contained in all bid schedules.

SC-2 -1.2 As an aid to the Contractor, the Engineer has downloaded, formatted, customized, and included herein a copy of the Federal Contract Provisions found at https://www.faa.gov/airports/aip/procurement/federal_contract_provisions/

SC-2 -1.3 Compliance with the provisions contained herein are mandatory to the performance of the Contract. Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

METHOD OF MEASUREMENT & BASIS OF PAYMENT

SC-2 -2.1 Unless specifically identified in the proposal form, compliance and reporting related to SC-2 shall not be measured or paid for separately, but shall be considered incidental to the project and costs for same will be included in other items of work.

REQUIRED CONTRACT PROVISIONS FOR AIRPORT IMPROVEMENT PROGRAM (AIP) PROJECTS

SC-2.1 GENERAL

Federal laws and regulations require that recipients of federal assistance (Sponsors) include specific contract provisions in certain contracts, requests for proposals, or invitations to bid. For the purpose of this Special Condition, the words "Sponsor", "Owner", and "Airport" shall be considered interchangeable and interpreted to refer to the Owner.

Certain provisions must be included in all sponsor contracts, regardless of ***whether or not*** the contracts are federally-funded. This requirement was established when a sponsor accepted the Airport Improvement Program (AIP) grant assurances.

To maintain eligibility of their procurement actions, the Sponsor has incorporated applicable contract provisions in this contract. For purposes of determining requirements for contract provisions, the term ***contract*** shall also include all subcontracts.

The Bidder shall incorporate the requirements of this Special Condition by reference in all sub-contracts, purchase orders, rental agreements, and other agreements for supplies or services provided under the prime contract.

The Bidder shall also be responsible for verifying compliance with these Special Conditions by his own organization, sub-contractors, lower tier sub-contractors, suppliers, and service providers.

SC-2.2 ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than ten years after final payment is made and all pending matters are closed.

SC-2.3 AFFIRMITIVE ACTION REQUIREMENT

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:	27.7%
Goals for female participation in each trade:	6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Forrest County, Mississippi.

SC-2.4 BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

REQUIRED CONTRACT PROVISIONS FOR AIRPORT IMPROVEMENT PROGRAM (AIP) PROJECTS

SC-2.5 BUY AMERICAN PREFERENCE

BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

REQUIRED CONTRACT PROVISIONS FOR AIRPORT IMPROVEMENT PROGRAM (AIP) PROJECTS

SC-2.5.1 CERTIFICATE OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE – CONSTRUCTION PROJECTS

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
b) To faithfully comply with providing U.S. domestic products.
c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.

d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

REQUIRED CONTRACT PROVISIONS FOR AIRPORT IMPROVEMENT PROGRAM (AIP) PROJECTS

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

REQUIRED CONTRACT PROVISIONS FOR AIRPORT IMPROVEMENT PROGRAM (AIP) PROJECTS

SC-2.5.2 CERTIFICATE OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE – EQUIPMENT/BUILDING PROJECTS

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing steel and manufactured products produced in the United States;
b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
b) To faithfully comply with providing U.S. domestic product.
c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.

d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (**Nonavailability)** - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire

b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;

c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
d) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bidders and/or offerors;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

REQUIRED CONTRACT PROVISIONS FOR AIRPORT IMPROVEMENT PROGRAM (AIP) PROJECTS

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

REQUIRED CONTRACT PROVISIONS FOR AIRPORT IMPROVEMENT PROGRAM (AIP) PROJECTS

SC-2.6 CIVIL RIGHTS – GENERAL

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

SC-2.7 CIVIL RIGHTS – TITLE VI ASSURANCE

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

SC-2.7.1 Title VI List of Pertinent Nondiscrimination Acts and Authorities

1. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

2. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

3. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

5. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

6. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

7. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

8. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

9. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

10. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

11. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

12. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

13. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

SC-2.7.2 Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

SC-2.8 CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

SC-2.9 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

   No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

   In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

   The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.
   The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

SC-2.10 COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor

must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

SC-2.11 DAVIS BACON REQUIREMENTS

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting

officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic

include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every

trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S.

Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

SC-2.11.1 DAVIS BACON WAGE DECISION

The Davis Bacon Wage Rate Decision for all work included in the Contract is included in SC-5.

SC-2.12 DEBARMENT AND SUSPENSION

SC 2.12.1 BIDDER OR OFFEROR CERTIFICATION

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

SC-2.12.2 LOWER TIER CONTRACT CERTIFICATION

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

SC-2.13 DISADVANTAGED BUSINESS ENTERPRISE

The following Bid conditions apply to this U.S. Department of Transportation (DOT) assisted contract. Submission of a proposal by a contractor shall constitute full acceptance of these Bid conditions.

REQUIRED CONTRACT PROVISIONS FOR AIRPORT IMPROVEMENT PROGRAM (AIP) PROJECTS

SC-2.13.1 DEFINITION.

Disadvantaged Business Enterprise (DBE) as used in this contract shall have the same meaning as defined in Paragraph 26.5 of 49 CFR Part 26.

SC-2.13.2 POLICY.

The Sponsor has established a Disadvantaged Business Enterprise (DBE) Program (Program) in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Sponsor has received Federal financial assistance from the Federal Aviation Administration (FAA), and as a condition of receiving this assistance, has signed an assurance that it will comply with 49 CFR Part 26. A copy of the Program is available for review in the office of the Sponsor and the Aeronautics Division, Mississippi Department of Transportation (MDOT).

It is the policy of the Sponsor to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in FAA-assisted contracts. It is also our (the Sponsor's) policy:

a) To ensure nondiscrimination in the award and administration of FAA assisted contracts;

b) To create a level playing field on which DBEs can compete fairly for FAA assisted contracts;

c) To ensure that the DBE Program is narrowly tailored in accordance with applicable law;

d) To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;

e) To help remove barriers to the participation of DBEs in FAA assisted contracts; and

f) To assist the development of firms that can compete successfully in the market place outside the DBE Program.

SC-2.13.3 DBE OBLIGATION.

The contractor will ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. In this regard all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Sponsor to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

SC-2.13.4 CONTRACT ASSURANCE.

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26

in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Contractor from future bidding as non-responsible.

The contractor hereby assures that this Contract Assurance clause will be included in any contract signed with a subcontractor.

SC-2.13.5 DBE PARTICIPATION.

The Owner has established a goal for DBE Participation of **5.31% in the proposed work**. This goal is expressed as a percentage of the total original contract amount **included in the Bid Schedule and all Additive Bid Alternates**. In the event of a change in contract amount, the Bidder shall demonstrate good faith effort to maintain the percentage of DBE participation established in the original contract.

SC-2.13.6 AVAILABLE DBE'S.

The Sponsor's Program utilizes the MDOT listing of DBEs that have been certified. Bidders are encouraged to inspect the MDOT listing to assist in locating DBEs for the work. Other DBEs may be certified and added to the list in accordance with the Owner's Program and MDOT requirements. Credit toward the DBE goals will not be counted unless the DBE to be used has been certified by MDOT.

SC-2.13.7 DBE DIRECTORY.

The Mississippi Department of Transportation maintains a directory identifying all firms eligible to participate as DBEs. The directory lists the firm's name, address, phone number, and the type of work the firm has been certified to perform as a DBE under the U.S. DOT Unified Certification Program. A copy of the directory can be obtained at the following address or web site:

https://mdot.ms.gov/bidsystem_data/bidderspdf/DBE%20Listing.pdf
Office of Civil Rights, P.O. Box 1850, Jackson, MS 39215-1850 (601-359-7466)

SC-2.13.8 PROMPT PAYMENT.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

SC-2.13.9 DBE FINANCIAL INSTITUTIONS.

The Sponsor encourages you to make the greatest feasible use of the services offered by banks owned and controlled by minorities and women. Information on these services may be obtained from the Sponsor or by contacting the Mississippi Bankers Association, Jackson, Mississippi (601) 948-6366.

SC-2.13.10 CONTRACTOR'S REQUIRED SUBMISSIONS.

The Sponsor requires the submission of the certain information that must be provided on forms furnished with this document. The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in their commitment. This Bidder or Offeror must submit the DBE's written confirmation of participation within 5 days after bid opening or with the proposal documents.

The information required includes: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the Bidder/Offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts.

SC-2.13.11 GOOD FAITH EFFORTS.

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53. If Bidder or Offeror cannot meet the advertised project DBE goal; evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR Part 26.

SC-2.13.12 SANCTIONS FOR NON COMPLIANCE.

In case of contractor's non-compliance with DBE requirements including, but not limited to, documentation, cooperation, truthfulness, and/or failure to meet the contractual goal, the Sponsor shall impose such contract sanctions as it may determine to be appropriate. This may include but is not limited to:

a) Withholding of payments to the contractor under the contract until the contractor complies; and/or

b) If contractor fails to meet the goal, the Sponsor may withhold from the contract price an amount equal to the difference in the DBE dollar value contracted for and the dollar value achieved in documented DBE participation or any lesser amount as deemed appropriate by the Sponsor which dollar value shall be considered liquidated damages for failure to perform the DBE requirements of this contract and for which contractor agrees to be bound; and/or

c) Cancellation, termination, or suspension of the contract, in whole or in part; and/or

d) Payment by the contractor to Sponsor of an amount equal to the difference in the DBE dollar value achieved in documented DBE participation or any lesser amount as deemed appropriate by

Sponsor, which dollar value shall be considered liquidated damages for failure to perform the DBE requirements of this contract and for which contractor agrees to be bound; and/or

e) Debar the contractor involved from bidding on Sponsor's projects.

However, no damages will be assessed, and no other administrative sanctions or remedies will be imposed when, for reasons beyond the control of the contractor, and despite the good faith efforts made by the contractor, the final DBE contract goal was not achieved.

If the contract was awarded with less than the DBE contract goal proposed in the original contract specifications, the revised and lower amount shall become the final DBE contract goal, and that goal shall be used to determine any sanctions to be imposed.

In the event the contractor commits to DBE participation at a percentage higher than the amount proposed in the original contract specifications, the contractor will not be sanctioned if it fails to meet the commitment as long as it meets or exceeds the goal proposed in the original contract specifications.

SC-2.13.13 TERMINATION OF DBE SUBCONTRACTORS

The prime contractor must not terminate a DBE subcontractor listed in response to a covered solicitation (or an approved substitute DBE firm) without prior written consent of the Sponsor. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent of the Sponsor. Unless Sponsor consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Sponsor may provide such written consent only if the Sponsor agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Sponsor its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy the Sponsor, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Sponsor and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Sponsor should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Sponsor may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

REQUIRED CONTRACT PROVISIONS FOR AIRPORT IMPROVEMENT PROGRAM (AIP) PROJECTS

SC-2.14 TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

SC-2.15 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

SC-2.16 DRUG FREE WORKPLACE REQUIREMENTS

The Drug-Free Workplace Act of 1988 requires some Federal contractors and *all* Federal grantees to agree that they will provide drug-free workplaces as a condition of receiving a contract or grant from a Federal agency. The Act does ***not*** apply to contractors, subcontractors, or subgrantees, although the Federal grantees workplace may be where the contractors, subcontractors, or subgrantees are working.

Contract Types – This provision applies to all AIP funded projects, but not to the contracts between the grantee (the sponsor) and a contractor, subcontractors, suppliers, or subgrantees.

Use of Provision – No mandatory or recommended text provided because the requirements do not extend beyond the sponsor level.

SC-2.17 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

SC-2.17.1 EEO CONTRACT CLAUSE

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or

transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance*: Provided,* however, that in the event the contractor becomes

involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

SC-2.17.2 EEO SPECIFICATION

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

SC-2.18 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

SC-2.19 LOBBYING AND INFLUENCING FDERAL EMPLOYEES

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

SC-2.20 PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

SC-2.21 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly

with the U.S. Department of Labor – Occupational Safety and Health Administration.

SC-2.22 PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

a) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or

b) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

SC-2.23 RIGHT TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

SC-2.24 SEISMIC SAFETY

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

REQUIRED CONTRACT PROVISIONS FOR AIRPORT IMPROVEMENT PROGRAM (AIP) PROJECTS

SC-2.25 TAX DELINQUENCY AND FELONY CONVICTIONS

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The Contractor must complete the following two certification statements. The Contractor must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The Contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

a) The Contractor represents that it is (__) is not (__) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

b) The Contractor represents that it is (__) is not (__) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If a Contractor responds in the affirmative to either of the above representations, the Contractor is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The Contractor therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Date	Signature
Company Name	Title

REQUIRED CONTRACT PROVISIONS FOR AIRPORT IMPROVEMENT PROGRAM (AIP) PROJECTS

SC-2.26 TERMINATION OF CONTRACT

SC-2.26.1 TERMINATION FOR CONVENIENCE

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

SC-2.26.2 TERMINATION FOR DEFAULT

Termination for Default (Construction)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of the Contractor.

Termination for Default (Equipment)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract for cause if the Contractor:

1. Fails to begin the Work under the Contract within the time specified in the Notice- to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

SC-2.27 TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

REQUIRED CONTRACT PROVISIONS FOR AIRPORT IMPROVEMENT PROGRAM (AIP) PROJECTS

SC-2.28 VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

SC-2.29 DOMESTIC PREFERENCES FOR PROCUREMENTS

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)

DESCRIPTION

SC-3-1.1 In conjunction with FAA AC 150/5370-2G and Technical Supplement TS-129 Construction Safety/Maintenance of Traffic, a copy of the Construction Safety & Phasing Plan (CSPP) is provided herein SC-3. The Contractor shall comply with SC-3 CSPP as well as prepare a Safety Plan Compliance Document (SPCD) as discussed in the CSPP.

METHOD OF MEASUREMENT & BASIS OF PAYMENT

SC-3-2.1 Unless specifically identified in the proposal form, delivery and installation of all materials necessary to complete the implementation of safety devices and controls, and all labor, equipment, tools, and incidentals necessary to complete the item shall not be measured or paid for separately, but shall be considered incidental to the project and costs for same will be included in other items of work.

CONSTRUCTION SAFETY AND PHASING PLAN

NEEL-SCHAFFER

Replace Precision Approach Path Indicators (PAPI), Runway 13/31 and Replace Guidance Signs, Runway 13/31

Hattiesburg Bobby L Chain Municipal Airport

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Appendices

Appendix 1: Safety and Phasing Plans

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Appendix 3: Contractor's Safety Plan Compliance Document

I. Introduction

Aviation safety is the primary consideration at airports, especially during construction. This Construction Safety and Phasing Plan (CSPP) will serve as a companion document to the project plans and specifications for the "REPLACE PRECISION APPROACH PATH INDICATORS (PAPI), RUNWAY 13/31 AND REPLACE GUIDANCE SIGNS, RUNWAY 13/31" Project (AIP IIJA 3-28-0031-034-2025 and AIP 3-28-0031-035-2025) at the Hattiesburg Bobby L Chain Municipal Airport and has been written in compliance with FAA AC 150/5370-2, Operational Safety on Airports During Construction. The phasing developed for this project is intended to minimize the impact the project will have on the airport while providing a logical sequence of construction activities. The subsequent sections of this document will address scheduling, coordination, and airfield safety precautions as they relate to the Project.

II. Coordination

a. Project Contacts.

Below is a list of parties involved during design of the Project.

Table 1 Design Contacts

Organization	Role	Point of Contact	Contact Information
Neel-Schaffer	Consultant (Airfield Design)	Tom Henderson	(601) 707-3561
Hattiesburg Bobby L Chain Municipal Airport	Airport Manager	Chip Gibson	(601) 549-4740

b. Design Submittals.

Throughout design, coordination between Neel-Schaffer, the Hattiesburg Bobby L Chain Municipal Airport Manager, and the Federal Aviation Administration (FAA) was required. Below is a summary of the project schedule dates.

Table 2 Project Schedule

Submittal	Date
Issued for Bid	3/13/2025
Pre-Bid Conference	3/27/2025
Bid Opening	4/10/2025
Construction Contract Execution	TBD
Issued for Bid Submittal	TBD
Pre-Construction Meeting	TBD
Notice to Proceed	TBD

c. Contractor Progress Meeting

There will be a preconstruction meeting with the construction Contractor, Engineer, and Owner prior to the start of the project to discuss project safety. Progress meetings will be held weekly or as needed by the Engineer. Prior to the beginning of each phase of the project, Airport Operations will conduct a safety briefing with the contractor.

d. FAA ADO Coordination:

Coordination with the Federal Aviation Administration's (FAA) Airport District Office (ADO) is critical during construction. The ADO was contacted with a 7460 prior to the start of construction. During construction, the Engineer will coordinate with the ADO. The Contractor will be responsible for contacting the Engineer.

III. Phasing

The general scope of work for the project Base Bid is to replace the Runway 13 and Runway 31 approach PAPI's (Precision Approach Path Indicators) including replacement of the conductors to the electrical vault. The scope of work for the Additive Alternate No. 1 includes replacement of runway and taxiway signs and concrete bases.

Detailed restrictions including phasing requirements, concurrent phasing limitations, and air operations area closures are specified in the Safety and Phasing Plan Sheets in the Construction Drawings and/or the contract documents. Critical information will be conveyed to the contractor in the bid documents and during the preconstruction meeting, including requirements for coordination procedures with airport operations prior to air operation area closures, FOD warnings, personnel and equipment restrictions in runway and taxiway safety areas without ATC coordination, and grading requirements within the taxiway safety area (no drop offs over 3 inches deep and no slopes steeper than 5% when the taxiway is active).

A 7460-Notice of Construction Form has been submitted to the FAA for this project and airport operations will issue NOTAMs as necessary before and during construction of the project.

Detailed construction safety and phasing plans were prepared for this project and are included in Appendix 1. The contractor can request minor modifications in order to complete the project in the safest and most cost-effective manner.

A. Phase Elements

The construction phasing will occur as outlined below:

The construction work which will occur within the AOA.

Phase 0 covers pre-construction activities.

Phase 0 includes mobilization and performing administrative requirements of the contract in advance of construction operations. The work includes preparation of submittals including materials, concrete mix design, Safety Plan Compliance Document (SPCD), Construction Schedule, as well as attending the pre-construction conference. Phase 0 will also include time to manufacture electrical components such as PAPI's and signs. No construction operations will commence during this phase. Phase 0 will not require closure of any airfield pavement surfaces.

Phase 1 covers work along Taxiway A south of Taxiway A2 (including all connector taxiways) outside of the Runway Safety Area.

Phase 1 construction will be completed within 30 calendar days and will include all work in the Phase 1 area. This work includes vault modifications, trenching, installation of conductors, demolition of guidance signs and foundations, new concrete foundations, and placement of guidance signs. The work area will be available 24 hours per day 7 days per week. It will require the southern portion of the Taxiway A to be closed. Contractor shall provide a 3-day notice prior to Phase 1 closure.

Phase 2 covers work along Taxiway A north of Taxiway A2 (including all connector taxiways) outside of the Runway Safety Area.

Phase 2 construction will be completed within 30 calendar days and will include all work in the Phase 2 area. This work includes vault modifications, trenching, installation of conductors, demolition of guidance signs and foundations, new concrete foundations, and placement of guidance signs. The work area will be available 24 hours per day 7 days per week. It will require the southern portion of the Taxiway A to be closed. Contractor shall provide a 3-day notice prior to Phase 1 closure.

Phase 3 covers work the in the Runway Safety Area.

Phase 3A construction will be completed within 30 calendar days. This work includes the PAPI replacement for both ends of the runway and the sign replacements (if Add. Alt. No.1 is awarded) in the Phase 3A area. The work area will be available nighttime hours only 12 hours per day (6:00 pm to 6:00 am) 7 days per week. It will require the runway to be closed. Contractor shall provide a 7-day notice prior to the runway closure.

Phase 3B construction will be completed within 5 calendar days. This work includes vault modifications, trenching, installation of conductors, demolition of guidance signs and foundations, new concrete foundations, placement of guidance signs, demolition of

PAPI's, and replacement of PAPI's. The work area will be available during daytime or night time hours. It will require the runway to be closed. Contractor shall provide a 7-day notice prior to the runway closure.

B. Construction Safety Drawings

The following Construction Safety Drawings are included in Appendix 1 of this document:

G6.1 Safety and Phasing Notes
G6.2 Phase 1 – Safety & Phasing Plan
G6.3 Phase 2 – Safety & Phasing Plan
G6.4 Phase 3 – Safety & Phasing Plan
G6.5 Safety and Phasing Schedule
G6.6 Safety and Phasing Details

IV. Areas and Operations Affected by Construction

The Contractor must stay within the designated areas during construction unless access has been coordinated with the Owner and the Engineer.

A. Identification of Affected Areas

During Phases 0 through 3 of construction, temporary closures will be necessary. The phasing plans on sheets G6.2 through G6.4 show the required locations of temporary low-profile barricades. Phases 3A and 3B will require portable lighted runway closure "x" as detailed on G6.6.

B. Mitigation of Effects

The Operations Effects chart below has been included to summarize the impacts.

Table 3A - Phase 1 Project Safety Areas

Location:	Operational Requirements:
Runway 13/31	No Operational Constraints
Parallel Taxiway A	Partial Closure (South of TWY A2)
Connector Taxiway A	No Operational Constraints
Connector Taxiway A1	No Operational Constraints
Connector Taxiway A2	Closed
Connector Taxiway A3	Closed
Connector Taxiway A4	Closed
Terminal Apron (West Ramp)	No Operational Constraints
Central Portion of Ramp	Partial Closure
East Ramp	No Operational Constraints

Table 3B - Phase 2 Project Safety Areas

Location:	Operational Requirements:
Runway 13/31	No Operational Constraints
Parallel Taxiway A	Partial Closure (North of TWY A2)
Connector Taxiway A	Closed
Connector Taxiway A1	Closed
Connector Taxiway A2	Closed
Connector Taxiway A3	No Operational Constraints
Connector Taxiway A4	No Operational Constraints
Terminal Apron (West Ramp)	Partial Closure
Central Portion of Ramp	Partial Closure
East Ramp	No Operational Constraints

Table 3C - Phase 3A & 3B Project Safety Areas

Location:	Operational Requirements:
Runway 13/31	Closed
Parallel Taxiway A	Closed
Connector Taxiway A	Closed
Connector Taxiway A1	Closed
Connector Taxiway A2	Closed
Connector Taxiway A3	Closed
Connector Taxiway A4	Closed
Terminal Apron (West Ramp)	Closed
Central Portion of Ramp	Closed
East Ramp	Closed

V. NAVAID Protection

If Additive Bid Alternate No. 1 is awarded, the signs will be replaced in the areas shown on the plans. The airfield lighting and signage will be turned off or obscured in areas closed to aircraft.

The PAPIs for the Runway 13 and Runway 31 approaches will be NOTAM'd out of service for the duration of construction and until FAA can perform the flight check where the contractor shall make minor adjustments as requested from the FAA flight crew in real time.

VI. Contractor Access

To minimize impact to the Airport while construction is ongoing, contractor access, security, and lay down areas will be described in detail in the following sections.

A. Location of Stockpiled Construction Materials

Contractor shall not store materials or park equipment in any area not closed to aircraft, unless otherwise directed by the Owner and/or the Engineer. Stockpiled materials must be kept in the area designated by the Owner and/or Engineer and is marked on the sheets located in Appendix 1. Upon completion of the Project, the staging area shall be restored to original condition. Stockpiled material shall not exceed 20 feet in height and will only be permitted within the boundaries shown on the plans.

B. Vehicle and Pedestrian Operations

The Contractor shall not cross any active Runway or Taxiway during this project. The Contractor's haul route shall not include any active Runway or Active Taxiway nor cross into any Active Runway or Taxiway Safety Area. The Contractor shall only use the haul route designated on the Plan sheets, which are in Appendix 1 of this document. Use and location of the haul routes will be discussed at the preconstruction meeting. The Contractor shall always keep Airport clean and clear of FOD throughout the project.

The Contractor's and Subcontractor's vehicles must be marked and lighted in accordance with AC 150/5210-5, Painting, Marking, and Lighting of Vehicles used on an Airport. Personal private vehicles are not allowed within the AOA and shall be parked in areas designated by the Airport. Construction vehicles must include the company name on the sides of each vehicle.

Contractor and Subcontractor personnel shall remain within the limits always open to construction activities, unless emergency conditions warrant otherwise. These areas will be defined by the Owner or the Engineer. The Contractor and the Subcontractor should stress the importance of remaining within the defined work area to its personnel. The Contractor shall mark the defined areas of construction utilizing FAA approved barricades or other means as approved by the Engineer.

C. Two-Way Radio Communications

Two-way radio communications with the UNICOM, frequency (122.8), is required prior to entering any movement area. The Contractor will always monitor a working radio during the construction within the AOA. For handheld airfield radios, it is recommended the highest wattage available be employed.

D. Airport Security

Contractor must take care to maintain safety during construction at the airport. The contractor shall comply with all security requirements in the project specifications, TSA regulations and airport security Program. The Contractor shall be responsible for briefing all personnel on the security requirements of the contract. The Contractor's access to the site shall be gated. All gates used by the Contractor must be kept closed

and locked when not in use, and a gate attendant shall be provided in periods of heavy construction traffic or any time the gate is open.

VII. Wildlife Management

Construction contractors must carefully control and continuously remove waste or loose materials that might attract wildlife. Contractor personnel must be aware of and avoid construction activities that can create wildlife hazards on airports, such as trash, standing water, and grass and seeds that attract birds. Fencing should be maintained as to not allow wildlife to enter the airport property. The feeding of any wildlife is prohibited. Trash receptacles must be equipped with a securable lid to prevent wildlife access to the contents and to prevent contents from becoming FOD.

VIII. Foreign Object Debris (FOD) Management

Loose materials, referred to as FOD, can cause damage to aircraft. Contractor must not leave or place FOD on or near an active Runway, Taxiway, Apron, or Ramp. The Contractor must keep the work area and adjacent areas clear of debris at all times due to the proximity of open areas of the airport. A mechanized pavement sweeper or vacuum truck must be on the site during all phases of construction.

IX. Hazardous Materials Management

No hazardous materials are expected to be used during the construction phases. However the

Contractor should be ready to clean-up any hydraulic fluid, diesel, and gasoline that could leak at the job site.

X. Notification of Construction Activities

1. Maintain a list of responsible representatives/points of contact.
    a. Contractor shall provide a list of responsible representatives and their phone numbers to the Engineer at the pre-construction meeting.
    b. The list of representatives shall be updated and disseminated as changes occur.
2. Notice to Airmen (NOTAM's)
    a. The contractor shall communicate with Airport Operations and the Engineer regarding construction activities that will necessitate the advance issuance of a NOTAM.

XI. Inspection Requirements

Daily inspections shall be performed by the contractor. An example inspection sheet has been included in Appendix 2.

XII. Underground Utilities

The Contractor is to verify that all utilities in the project area prior to start of construction. This will involve coordinating with public utilities. Utilities shown in the plans are to be fully protected. Contractors should take care as to not damage any unmarked or located utilities in the area.

XIII. Penalties

If the Contractor is in noncompliance with any of the airport rules and regulations or the safety plans, there will be penalties separate from liquidated damages. Reckless operations, disregard for safety, or a serious infraction of these regulations may result in actions, as deemed necessary by the Owner, to rectify or prevent another occurrence. If the contractor's improper actions causes delay or diversion of a flight, the cost incurred by the airport due to not being operational will be passed on to the contractor.

XIV. Special Conditions

Airport Operations take precedence over all work, especially if a question of safety is involved. Special conditions such as low visibility, aircraft in distress, aircraft incident, security breach, or work being completed by others may require the rescheduling of Project work to accomplish are safety.

XV. Runway and Taxiway Visual Aids

All active Runway and Taxiway lighting and marking will be kept visible throughout the construction. Those areas to be temporarily closed for construction will have the lights and signs in that area turned off (if not impacting areas that needs the lights and signs on) or will have the lights and signs obscured in a way that prevents light bleed and does not trap heat. Those areas to be temporarily closed for construction will also be clearly marked and distinguished from active pavement through the use of lighted cones, flags, and signage. Contractor is to exercise caution in excavation to protect existing lighting underground utilities as stated in the previous section.

XVI. Marking and Signs for Access Routes

The Contractor's haul route is shown on each Safety and Phasing plan sheet. The haul route will not cross the runway. Access to the site will require some travel in the AOA. Directional signing at the access gate and along the delivery route that directs drivers to the storage area or work site shall be approved by the Owner and the Engineer. Flagmen with radio communications will be at strategic locations to control and direct traffic when necessary.

XVII. Hazard Marking and Lighting

To prevent pilots or other personnel from entering the work site, low profile barricades shall be used. Low profile barricades must conform to the detail in the plans in Appendix 1.

XVIII. Protection of Runway and Taxiway Safety Areas

Runway and Taxiway Safety Areas, Obstacle Free Zones (OFZ), Object Free Area (OFA), and approach surfaces are described in AC 150/5300-13. Runways and Taxiways shall be closed during work within their respective safety areas and will not be re-opened until they have been restored to their original condition.

XIX. Other Limitations on Construction

Construction equipment height is limited to 25 feet above finished grade or existing grades (whichever is higher). If equipment is required for work that exceeds this height, a 7460 will need to be submitted. The use of open flames, blasting, or burning is not allowed on airport premises.

XX. The Safety Plan Compliance Document

The Safety Plan Compliance Document (SPCD) (to be completed by the Contractor) found in Appendix 3 details how the Contractor will comply by the Construction Safety and Phasing Plan. The Contractor will also provide specific construction details for the project in the SPCD.

Appendix 1 - Construction Safety Drawings

(Plans Sheets Attached by Reference Only;

See Full Construction Drawing Set for Related Plans)

Appendix 2 Example Inspection Sheet

Appendix 2. Construction Project Daily Safety Inspection Checklist

The situations identified below are potentially hazardous conditions that may occur during airport construction projects. Safety area encroachments, unauthorized and improper ground vehicle operations, and unmarked or uncovered holes and trenches near aircraft operating surfaces pose the most prevalent threats to airport operational safety during airport construction projects. The list below is one tool that the airport operator or contractor may use to aid in identifying and correcting potentially hazardous conditions. It should be customized as appropriate for each project.

Potentially Hazardous Conditions

Item	Action Required	or	None
Excavation adjacent to runways, taxiways, and aprons improperly backfilled.			☐
Mounds of earth, construction materials, temporary structures, and other obstacles near any open runway, taxiway, or taxi lane; in the related Object Free area and aircraft approach or departure areas/zones; or obstructing any sign or marking.			☐
Runway resurfacing projects resulting in lips exceeding 3 in (7.6 cm) from pavement edges and ends.			☐
Heavy equipment (stationary or mobile) operating or idle near AOA, in runway approaches and departures areas, or in OFZ.			☐
Equipment or material near NAVAIDs that may degrade or impair radiated signals and/or the monitoring of navigation and visual aids. Unauthorized or improper vehicle operations in localizer or glide slope critical areas, resulting in electronic interference and/or facility shutdown.			☐
Tall and especially relatively low visibility units (that is, equipment with slim profiles) — cranes, drills, and similar objects — located in critical areas, such as OFZ and approach zones.			☐
Improperly positioned or malfunctioning lights or unlighted airport hazards, such as holes or excavations, on any apron, open taxiway, or open taxi lane or in a related safety, approach, or departure area.			☐
Obstacles, loose pavement, trash, and other debris on or near AOA. Construction debris (gravel, sand, mud, paving materials) on airport pavements may result in aircraft propeller, turbine engine, or tire damage. Also, loose materials may blow about, potentially causing personal injury or equipment damage.			☐

Item	Action Required	or	None
Inappropriate or poorly maintained fencing during construction intended to deter human and animal intrusions into the AOA. Fencing and other markings that are inadequate to separate construction areas from open AOA create aviation hazards.			☐
Improper or inadequate marking or lighting of runways (especially thresholds that have been displaced or runways that have been closed) and taxiways that could cause pilot confusion and provide a potential for a runway incursion. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of AOA create aviation hazards.			☐
Wildlife attractants — such as trash (food scraps not collected from construction personnel activity), grass seeds, tall grass, or standing water — on or near airports.			☐
Obliterated or faded temporary markings on active operational areas.			☐
Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards.			☐
Failure to issue, update, or cancel NOTAMs about airport or runway closures or other construction related airport conditions.			☐
Failure to mark and identify utilities or power cables. Damage to utilities and power cables during construction activity can result in the loss of runway / taxiway lighting; loss of navigation, visual, or approach aids; disruption of weather reporting services; and/or loss of communications.			☐
Restrictions on ARFF access from fire stations to the runway / taxiway system or airport buildings.			☐
Lack of radio communications with construction vehicles in airport movement areas.			☐
Objects, regardless of whether they are marked or flagged, or activities anywhere on or near an airport that could be distracting, confusing, or alarming to pilots during aircraft operations.			☐
Water, snow, dirt, debris, or other contaminants that temporarily obscure or derogate the visibility of runway/taxiway marking, lighting, and pavement edges. Any condition or factor that obscures or diminishes the visibility of areas under construction.			☐
Spillage from vehicles (gasoline, diesel fuel, oil) on active pavement areas, such as runways, taxiways, aprons, and airport roadways.			☐

Item	Action Required	or	None
Failure to maintain drainage system integrity during construction (for example, no temporary drainage provided when working on a drainage system).			☐
Failure to provide for proper electrical lockout and tagging procedures. At larger airports with multiple maintenance shifts/workers, construction contractors should make provisions for coordinating work on circuits.			☐
Failure to control dust. Consider limiting the amount of area from which the contractor is allowed to strip turf.			☐
Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring, and place it in conduit or bury it.			☐
Site burning, which can cause possible obscuration.			☐
Construction work taking place outside of designated work areas and out of phase.			☐

Appendix 3 Contractor's Safety Compliance Document

AC 150/5370-2G SAFETY PLAN COMPLIANCE DOCUMENT (SPCD)
WORKSHEET FOR AIRPORT PROJECTS

Contractor's Responsibility

Following Federal Aviation Administration (FAA) Advisory Circular 150/5370-2G, an SPCD for a project shall be submitted to the to the airport operator for review and approval. This should be submitted prior to the preconstruction conference. The notice-to-proceed cannot be issued without approval of this document.

The SPCD shall be prepared in a detailed, written and pictorial format that identifies the timing and methodology for the contractor's compliance with the project's Construction Safety and Phasing Plan (CSPP) located in the construction plans & specifications. Any proposed alteration by the contractor from the CSPP shall be fully explained so a thorough analysis and determination can be made of the proposed modification.

Project Information

Project ID: AIP IIJA 3-28-0031-034-2025 and AIP 3-28-0031-035-2025

Airport: Hattiesburg Bobby L Chain Municipal Airport

Description of Project: Replace Precision Approach Path Indicators (PAPI), Runway 13/31 and Replace Guidance Signs, Runway 13/31

Type of Work: Construction

Prime Contractor: _____

Address: _____

Contractor Contact: _____ Phone: _____

Project Manager Contact: _____ Phone: _____

Airport Manager Contact: _____ Phone: _____

The following shall complement the safety plan compliance document:

1. Contractor shall have copies of the CSPP and SPCD available at all times for reference by the airport operator and its representatives, and by subcontractors and contractor employees.

   Location(s) of CSPP and SPCD: _____

   _____

2. Provide a point of contact that will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational safety of the airport. Project will require 24-hour coverage.

   Point of Contact: _____ Phone: _____

3. Contractor's on-site employees responsible for monitoring compliance with the CSPP and SPCD whenever active construction is taking place.

   Contact Person: _____ Phone: _____

   Contact Person: _____ Phone: _____

4. The contractor shall list all proposed deviations or modifications to the CSPP. For each alteration the contractor shall provide:

    a. The reason why the alteration is desired.
    b. Provide sufficient narrative description and/or pictorial descriptions of the proposed change so a complete review of the proposal can be made.
    c. If no alterations are to be made to the CSPP, clearly state; "**No alterations to the CSPP are proposed."**

5. The contractor shall describe the frequency of inspections to ensure construction personnel comply with the CSPP and SPCD and that there are no altered construction activities that could create potential safety hazards. Inspections shall ensure that all proper safety devices, signs, demarcations etc. are in place and in proper working order in accordance with the approved CSPP & SPCD. A Construction Project Daily Safety Inspection Checklist is attached to aid in making a thorough inspection.

6. Provide a description of contractor's plan to restrict movement of construction vehicles and personnel to permitted construction areas by flagging, barricading, erecting temporary fencing, or providing escorts, as appropriate and as specified in the CSPP. Include the appropriate plan sheets to identify timing and/or location of control measures.

7. Provide a description of contractor's plan to ensure that no contractor employees, employees of subcontractors or suppliers, or other persons enter any part of the air operations area (AOA) unless authorized.

8. Provide a description and schedule for any anticipated supplemental submittal through the airport operator of Form 7460-1 for the purpose of conducting an aeronautical study of contractor equipment such as tall equipment (cranes, concrete pumps, and other equipment), stock piles, and haul routes when different from cases previously filed as part of the CSPP.

9. Provide a description of contractor's plan to ensure that construction personnel are familiar with the safety procedures and regulations on the airport, the CSPP, and the SPCD.

SPCD Amendment

The SPCD shall be amended any time there is a construction practice proposed by the contractor that does not conform to the CSPP and SPCD and may impact the airport's operational safety. This will require a revision to the CSPP and SPCD and re-coordination with the airport operator and the FAA in advance.

Certification

I certify that we understand the operational safety requirements of the CSPP and assert that we will not deviate from the approved CSPP and SPCD unless written approval is granted by the airport operator.

Print Name: _____ Title: _____

Signature: _____ Date: _____

MISSISSIPPI EMPLOYMENT PROTECTION ACT

Any contractor who enters into a Contract with the Hattiesburg Bobby L Chain Airport shall comply with the Mississippi Employment Protection Act. As required by the act, the contractor and any subcontractor shall register and participate in the status verification system to verify information of all newly hired employees.

Under the Mississippi Employment Protection Act, Mississippi employers are required to verify the federal employment status of their prospective employees and new hires in a new way. In addition to the Employment Eligibility Verification Form I-9, employers have to enter the information on the I-9 into E-Verify, an internet based program, where it is compared to records in the Department of Homeland Security's and Social Security Administration's databases. Results of the search are available to employers within seconds of submitting the inquiry. In order to access E-Verify, employers are required to register. The effective dates for compliance with the Mississippi Employment Protection Act for State agencies and political subdivisions, public contractors and subcontractors, and private employers with the following number of employees are as follows:

Employee Threshold	Effective Date
250 or more	July 1, 2008
Less than 250 but more than 100	July 1, 2009
Less than 100 but more than 30	July 1, 2010
Less than 30	July 1, 2011

Employers who violate the provisions of the Mississippi Employment Protection Act may be subject to the cancellation of any state or public contract; be precluded from such contract for up to three years; lose any license, permit, certificate or other document granted to do business in Mississippi for up to one year; and/or may be liable for additional costs incurred from the cancellation of contracts or loss of license or permit to do business in the state. In addition, the Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services and the Attorney General shall have the authority to seek penalties under this section and to bring charges for noncompliance against any employer or employee. For more information on E-verify go to www.uscis.gov.

DAVIS BACON WAGE RATE DETERMINATION

"General Decision Number: MS20250131 01/03/2025

Superseded General Decision Number: MS20240131

State: Mississippi

Construction Type: Highway

County: Forrest County in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

DAVIS BACON WAGE RATE DETERMINATION

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number 0 — Publication Date 01/03/2025

ELEC0903-006 12/01/2023

	Rates	Fringes
ELECTRICIAN.....	$ 30.75	7.27+12.5%

SUMS2010-054 08/04/2014

	Rates	Fringes
CARPENTER (Form Work Only)	$ 12.00 **	0.00
CEMENT MASON/CONCRETE FINISHER	$ 11.54 **	1.63
HIGHWAY/PARKING LOT STRIPING: Truck Driver (Line Striping Truck).....	$ 14.55 **	0.00
INSTALLER - SIGN.....	$ 12.19 **	0.00
INSTALLER: Guardrail.....	$ 12.39 **	0.00
IRONWORKER, REINFORCING	$ 16.44 **	0.00
LABORER: Common or General, Including Asphalt Raking, Shoveling, Spreading	$ 10.34 **	0.00
LABORER: Flagger	$ 11.42 **	0.00

DAVIS BACON WAGE RATE DETERMINATION

LABORER: Grade Checker	$ 14.82 **	0.00
LABORER: Luteman	$ 12.88 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	$ 10.57 **	0.00
LABORER: Pipelayer.....	$ 14.50 **	0.00
LABORER: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	$ 12.17 **	0.00
OPERATOR: Asphalt Spreader.....	$ 14.71 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	$ 14.20 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	$ 11.86 **	0.00
OPERATOR: Broom/Sweeper.....	$ 10.94 **	0.00
OPERATOR: Bulldozer.....	$ 13.99 **	0.00
OPERATOR: Concrete Saw.....	$ 13.93 **	0.00
OPERATOR: Crane.....	$ 14.80 **	0.00
OPERATOR: Distributor.....	$ 11.46 **	0.00
OPERATOR: Grader/Blade.....	$ 16.09 **	0.00
OPERATOR: Loader.....	$ 13.99 **	0.00
OPERATOR: Mechanic.....	$ 13.00 **	0.00
OPERATOR: Milling Machine.....	$ 16.96 **	0.00
OPERATOR: Oiler.....	$ 12.22 **	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	$ 11.56 **	0.00
OPERATOR: Roller (All Types)....	$ 12.17 **	0.00

DAVIS BACON WAGE RATE DETERMINATION

OPERATOR: Scraper.....	$ 14.00 **	0.00
OPERATOR: Tractor.....	$ 12.00 **	0.00
SURVEYOR (Staking, Marking and Brush Clearing).....	$ 11.56 **	0.00
TRUCK DRIVER: Flatbed Truck.....	$ 14.72 **	0.00
TRUCK DRIVER: Lowboy Truck.....	$ 14.18 **	0.00
TRUCK DRIVER: Mechanic.....	$ 12.31 **	0.00
TRUCK DRIVER: Water Truck.....	$ 17.08 **	0.00
TRUCK DRIVER: Dump Truck (All Types).....	$ 11.58 **	0.00
TRUCK DRIVER: Semi/Trailer Truck.....	$ 14.36 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including

preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

DAVIS BACON WAGE RATE DETERMINATION

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the

state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested

party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

PROJECT RECORD DOCUMENTS

GENERAL REQUIREMENTS

SC-6-1.1 Contractor shall maintain at the site as specified herein for the Owner one record copy of:

1. Drawings.
2. Specifications.
3. Addenda.
4. Change orders and other modifications.
5. Engineer field orders or written instructions.
6. Field test records.
7. Laboratory test records.

SC-6-1.2 Related requirements in other parts of the Project Manual: Conditions of the Contract.

EXECUTION

SC-6-2.1 Maintenance of Documents and Samples.

A. Store record documents and samples in Contractor's field office apart from documents used for construction.
B. Field documents and samples in accordance with data filing format of the Construction Specifications Institute – MASTER FORMAT.
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 Engineer.

SC-6-2.2 Recording.

A. Stamp or label each document "PROJECT RECORDS" in ¾-inch letters.
B. During daily progress of the work, the job superintendent for the Contractor shall record information concurrently with construction progress. Do not conceal any work until required information is recorded.
C. Drawings: Legibly mark to record actual construction in color codes designated by the Engineer.
D. Record Information includes but is not limited to the following:
    1. Depths of various elements of foundations not removed, in relation to finish reference datum.
    2. Horizontal and vertical locations of pavements and underground utilities and appurtenances, referenced to permanent surface improvements or finish reference datum.
    3. Location and Type of Utility Terminations
    4. Field changes of dimension and detail
    5. Changes made by field order or by change order.
    6. Details not on original contract drawings.
    7. Extent and dimensions of pavement removal.
    8. Any other changes in the plans.
E. Specifications and addenda: Legibly mark each section to record:
    1. Changes made by field order or by change order.

PROJECT RECORD DOCUMENTS

SC-6-2.3 Submittal.

A. At the close of the job and prior to receipt of final payment, the Contractor shall deliver to the Engineer for the Owner one complete set of Record Documents.

B. Accompany submittal with transmittal letter 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.

BASIS OF PAYMENT

SC-6-3.1 No separate payment will be made under this section for work described or specified herein. The cost of this work shall be considered incidental to and included in other items or work.

END OF ITEM SC-6

MOBILIZATION

105-1 Description. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-2 Mobilization limit. Mobilization shall be limited to 10 percent of the total project cost. Any bid amount in excess of the noted limitation will not be paid until the final pay application.

105-3 Posted notices. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

105-4 Engineer/RPR field office. An Engineer/RPR field office is not required.

METHOD OF MEASUREMENT

105-5 Basis of measurement and payment. Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:

a. If the Contractor's bid exceeds the 10% limit noted in Section 105-2, the amount in excess of the noted limitation will not be paid until the final pay application. In other words, the payment schedule noted in 105-5b, c, d, and e shall be limited to payment of 10% of the total project costs, and the remainder of the pay item will be paid on the final pay application.

b. With first pay request, 25%.

c. When 25% or more of the original contract is earned, an additional 25%.

d. When 50% or more of the original contract is earned, an additional 40%.

e. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, *Contractor Final Project Documentation,* the final 10%.

BASIS OF PAYMENT

105-6 Payment will be made under:

Item C-105-6.1	Mobilization per Lump Sum

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

MOBILIZATION

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

PREPARATION/REMOVAL OF EXISTING PAVEMENTS

DESCRIPTION

101-1 This item shall consist of removal of existing pavement and other miscellaneous items. The work shall be accomplished in accordance with these specifications and the applicable plans.

EQUIPMENT AND MATERIALS

101-2 All equipment and materials shall be specified here and in the following paragraphs or approved by the Resident Project Representative (RPR). The equipment shall not cause damage to the pavement to remain in place.

CONSTRUCTION

101-3.1 Removal of existing pavement.

The Contractor's removal operation shall be controlled to not damage adjacent pavement structure, and base material, cables, utility ducts, pipelines, or drainage structures which are to remain under the pavement.

a. Full depth asphalt pavement removal. Asphalt pavement to be removed shall be cut to the full depth of the asphalt pavement around the perimeter of the area to be removed. Demolished material shall be hauled off airport property and legally disposed. Payment for this item will include saw cutting, removal, and disposal.

METHOD OF MEASUREMENT

101-4.1 Full Depth Pavement Removal. The unit of measurement for pavement removal shall be the number of square yards removed by the Contractor. Any pavement removed outside the limits of removal because the pavement was damaged by negligence on the part of the Contractor shall not be included in the measurement for payment. No direct measurement or payment shall be made for saw cutting associated with this item. Saw cutting shall be incidental to pavement removal.

BASIS OF PAYMENT

101-5.1 Payment. Payment shall be made at contract unit price for the unit of measurement as specified above. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Item P 101-5.1	Full Depth Pavement Removal per square yard

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5380-6	Guidelines and Procedures for Maintenance of Airport Pavements.

ASTM International (ASTM)

ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements

END OF ITEM P-101

AGGREGATE BASE COURSE

DESCRIPTION

208-1.1 This item shall consist of a base course composed of course aggregate bonded with fine aggregate base. It shall be constructed on a prepared subgrade or subbase course per these specifications and shall conform to the dimensions and typical cross-section shown on the plans.

MATERIALS

208-2.1 Aggregate base. The aggregate base material shall consist of both fine and coarse aggregate. Material shall be clean, sound, durable particles and fragments of stone or gravel, crushed stone, or crushed gravel mixed or blended with sand, screenings, or other materials. Materials shall be handled and stored in accordance with all federal, state, and local requirements. The aggregate shall be free from clay lumps, organic matter, or other deleterious materials or coatings. The method used to produce the crushed gravel shall result in the fractured particles in the finished product as nearly constant and uniform as practicable. The fine aggregate portion, defined as the portion passing the No. 4 (4.75 mm) sieve produced in crushing operations, shall be incorporated in the base material to the extent permitted by the gradation requirements. Aggregate base material requirements are listed in the following table.

Aggregate Base Material Requirements[1]

Material Test	Requirement	Standard
Coarse Aggregate		
Resistance to Degradation	Loss: 50% maximum	ASTM C131
Soundness of Aggregates by Use of Sodium Sulfate **or** Magnesium Sulfate	Loss after 5 cycles: 12% maximum using Sodium sulfate - or - 18% maximum using magnesium sulfate	ASTM C88
Percentage of Fractured Particles	Minimum 60% by weight of particles with at least two fractured faces and 75% with at least one fractured face[2]	ASTM D5821
Flat Particles, Elongated Particles, or Flat and Elongated Particles	10% maximum, by weight, of flat, elongated, or flat and elongated particles [3]	ASTM D4791
Fine Aggregate		
Liquid limit	Less than or equal to 25	ASTM D4318
Plasticity Index	Not more than five (5)	ASTM D4318

[1] Since the Aggregate Base Course for this project is being used to patch electrical trenches in deteriorated asphalt areas outside of aircraft operating areas, the Engineer may allow material meeting the requirements of MDOT aggregate base course in lieu of the above testing if requested by the Contractor.

[2] The area of each face shall be equal to at least 75% of the smallest mid-sectional area of the piece. When two fractured faces are contiguous, the angle between the planes of fractures shall be at least 30 degrees to count as two fractured faces.

[3] A flat particle is one having a ratio of width to thickness greater than five (5); an elongated particle is one having a ratio of length to width greater than five (5).

AGGREGATE BASE COURSE

208-2.2 Gradation requirements. The gradation of the aggregate base material shall meet the requirements of the gradation given in the following table when tested per ASTM C117 and ASTM C136. The gradation shall be well graded from coarse to fine and shall not vary from the lower limit on one sieve to the high limit on an adjacent sieve or vice versa.

Gradation of Aggregate Base

Sieve Size	Design Range Percentage by Weight passing[1]	Contractor's Final Gradation	Job Control Grading Band Tolerances for Contractor's Final Gradation[2] Percent
2 inch (50 mm)	100		±0
1-1/2 inch (37.5 mm)	70-100		±5
1 inch (25.0 mm)	55-85		±8
3/4 inch (19.0 mm)	50-80		±8
No. 4 (4.75 mm)	30-60		±8
No. 40 (425 µm)	10-30		±5
No. 200 (75 µm)	5-15		±3

1 Since the Aggregate Base Course for this project is being used to patch electrical trenches in deteriorated asphalt areas outside of aircraft operating areas, the Engineer may allow material meeting the requirements of MDOT aggregate base course in lieu of the above gradation if requested by the Contractor.

2 The "Job Control Grading Band Tolerances for Contractor's Final Gradation" in the table shall be applied to "Contractor's Final Gradation" to establish a job control grading band. The full tolerance still applies if application of the tolerances results in a job control grading band outside the design range.

208-2.3 Sampling and testing.

a. Aggregate base materials. The Contractor shall take samples of the aggregate base in accordance with ASTM D75 to verify initial aggregate base requirements and gradation. Material shall meet the requirements in paragraphs 208-2.1 and 208-2.2. This sampling and testing will be the basis for approval of the aggregate base quality requirements.

b. Gradation requirements. The Contractor shall take at least one aggregate base samples per day in the presence of the Resident Project Representative (RPR) to check the final gradation. Sampling shall be per ASTM D75. Material shall meet the requirements in paragraph 208-2.2. The samples shall be taken from the in-place, un-compacted material at sampling points and intervals designated by the RPR.

208-2.4 Separation Geotextile. Not used.

CONSTRUCTION METHODS

208-3.1 Control strip. The first half-day of construction shall be considered the control strip. The Contractor shall demonstrate, in the presence of the RPR, that the materials, equipment, and construction processes meet the requirements of the specification. The sequence and manner of rolling necessary to obtain specified density requirements shall be determined. The maximum compacted thickness may be increased to a maximum of 12 inches (300 mm) upon the Contractor's demonstration that approved equipment and operations will uniformly compact the lift to the specified density. The RPR must witness this demonstration and approve the lift thickness prior to full production.

Control strips that do not meet specification requirements shall be reworked, re-compacted or removed and replaced at the Contractor's expense. Full operations shall not continue until the control strip has

been accepted by the RPR. The Contractor shall use the same equipment, materials, and construction methods for the remainder of construction, unless adjustments made by the Contractor are approved by the RPR.

208-3.2 Preparing underlying subgrade and/or subbase. The underlying subgrade and/or subbase shall be checked and accepted by the RPR before base course placing and spreading operations begin. Re-proof rolling of the subgrade or proof rolling of the subbase in accordance with Item P-152, at the Contractor's expense, may be required by the RPR if the Contractor fails to ensure proper drainage or protect the subgrade and/or subbase. Any ruts or soft, yielding areas due to improper drainage conditions, hauling, or any other cause, shall be corrected before the base course is placed. To ensure proper drainage, the spreading of the base shall begin along the centerline of the pavement on a crowned section or on the high side of the pavement with a one-way slope.

208-3.3 Production. The aggregate shall be uniformly blended and, when at a satisfactory moisture content per paragraph 208-3.5, the approved material may be transported directly to the placement.

208-3.4 Placement. The aggregate shall be placed and spread on the prepared underlying layer by spreader boxes or other devices as approved by the RPR, to a uniform thickness and width. The equipment shall have positive thickness controls to minimize the need for additional manipulation of the material. Dumping from vehicles that require re-handling shall not be permitted. Hauling over the uncompacted base course shall not be permitted.

The aggregate shall meet gradation and moisture requirements prior to compaction. The base course layer shall be constructed in lifts as established in the control strip, but not less than 4 inches (100 mm) nor more than 12 inches (300 mm) of compacted thickness.

When more than one lift is required to establish the layer thickness shown on the plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. The Contractor shall rework, re-compact and retest any material placed which does not meet the specifications at the Contractor's expense.

208-3.5 Compaction. Immediately upon completion of the spreading operations, compact each layer of the base course, as specified, with approved compaction equipment. The number, type, and weight of rollers shall be sufficient to compact the material to the required density within the same day that the aggregate is placed on the subgrade.

The field density of each compacted lift of material shall be at least 98% of the maximum density of laboratory specimens prepared from samples of the base material delivered to the jobsite. The laboratory specimens shall be compacted and tested in accordance with ASTM D698. The moisture content of the material during placing operations shall be within ±2 percentage points of the optimum moisture content as determined by ASTM D698. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

208-3.6 Weather limitations. Material shall not be placed unless the ambient air temperature is at least 40°F (4°C) and rising. Work on base course shall not be conducted when the subgrade or subbase is wet or frozen or the base material contains frozen material.

208-3.7 Maintenance. The base course shall be maintained in a condition that will meet all specification requirements. When material has been exposed to excessive rain, snow, or freeze-thaw conditions, prior to placement of additional material, the Contractor shall verify that materials still meet all specification requirements. Equipment may be routed over completed sections of base course, provided that no damage results and the equipment is routed over the full width of the completed base course. Any damage resulting to the base course from routing equipment over the base course shall be repaired by the Contractor at their expense.

AGGREGATE BASE COURSE

208-3.8 Surface tolerances. After the course has been compacted, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches (75 mm), reshaped and recompacted to grade until the required smoothness and accuracy are obtained and approved by the RPR. Any deviation in surface tolerances shall be corrected by the Contractor at the Contractor's expense. The smoothness and accuracy requirements specified here apply only to the top layer when base course is constructed in more than one layer.

a. Smoothness. The finished surface shall not vary more than 3/8-inch (9 mm) when tested with a 12-foot (3.7-m) straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously forward at half the length of the 12-foot (3.7-m) straightedge for the full length of each line on a 50-foot (15-m) grid.

b. Grade. The grade and crown shall be measured on a 50-foot (15-m) grid and shall be within +0 and -1/2 inch (12 mm) of the specified grade.

208-3.9 Acceptance sampling and testing. Aggregate base course shall be accepted for density and thickness on an area basis. Two tests will be made for density and thickness for each 1200 square yards. Sampling locations will be determined on a random basis per ASTM D3665.

a. **Density.** The Contractor's laboratory shall perform all density tests in the RPR's presence and provide the test results upon completion to the RPR for acceptance.

Each area shall be accepted for density when the field density is at least 98% of the maximum density of laboratory specimens compacted and tested per ASTM D698. The in-place field density shall be determined per or ASTM D6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938. If the specified density is not attained, the area represented by the failed test must be reworked and/or recompacted and two additional random tests made. This procedure shall be followed until the specified density is reached. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

b. Thickness. Depth tests shall be made by test holes at least 3 inches (75 mm) in diameter that extend through the base. The thickness of the base course shall be within +0 and -1/2 inch (12 mm) of the specified thickness as determined by depth tests taken by the Contractor in the presence of the RPR for each area. Where the thickness is deficient by more than 1/2-inch (12 mm), the Contractor shall correct such areas at no additional cost by scarifying to a depth of at least 3 inches (75 mm), adding new material of proper gradation, and the material shall be blended and recompacted to grade. The Contractor shall replace, at his expense, base material where depth tests have been taken.

METHOD OF MEASUREMENT

208-4.1 The quantity of aggregate base course shall be measured by the number of square yards of material actually constructed and accepted by the RPR as complying with the plans and specifications. Base materials shall not be included in any other excavation quantities.

BASIS OF PAYMENT

208-5.1 Payment shall be made at the contract unit price per square yards for aggregate base course. This price shall be full compensation for furnishing all materials and for all operations, hauling, placing, and compacting of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

AGGREGATE BASE COURSE

Payment will be made under:

Item P-208-5.1	Aggregate Base Course - per square yard

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C29	Standard Test Method for Bulk Density ("Unit Weight") and Voids in Aggregate
ASTM C88	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C117	Standard Test Method for Materials Finer than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C131	Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C142	Standard Test Method for Clay Lumps and Friable Particles in Aggregates
ASTM D75	Standard Practice for Sampling Aggregates
ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft^3 (600 kN-m/m^3))
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft^3 (2700 kN-m/m^3))
ASTM D2167	Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method
ASTM D2487	Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D4318	Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D4491	Standard Test Methods for Water Permeability of Geotextiles by Permittivity
ASTM D4643	Standard Test Method for Determination of Water Content of Soil and Rock by Microwave Oven Heating
ASTM D4751	Standard Test Methods for Determining Apparent Opening Size of a Geotextile

ASTM D4791	Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
ASTM D5821	Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate
ASTM D6938	Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)
ASTM D7928	Standard Test Method for Particle-Size Distribution (Gradation) of Fine-Grained Soils Using the Sedimentation (Hydrometer) Analysis

American Association of State Highway and Transportation Officials (AASHTO)

M288	Standard Specification for Geosynthetic Specification for Highway Applications

END OF ITEM P-208

CONCRETE FOR MISCELLANEOUS STRUCTURES

DESCRIPTION

610-1.1 This item shall consist of concrete and reinforcement, as shown on the plans, prepared and constructed in accordance with these specifications. This specification shall be used for all concrete other than airfield pavement which are cast-in-place. Item P-610 shall be used for airfield signage bases, NAVAID foundations, drainage structures, and other miscellaneous airfield concrete other than airfield pavements.

MATERIALS

610-2.1 General. Only approved materials, conforming to the requirements of these specifications, shall be used in the work. Materials may be subject to inspection and tests at any time during their preparation or use. The source of all materials shall be approved by the Resident Project Representative (RPR) before delivery or use in the work. Representative preliminary samples of the materials shall be submitted by the Contractor, when required, for examination and test. Materials shall be stored and handled to ensure preservation of their quality and fitness for use and shall be located to facilitate prompt inspection. All equipment for handling and transporting materials and concrete must be clean before any material or concrete is placed in them.

The use of pit-run aggregates shall not be permitted unless the pit-run aggregate has been screened and washed, and all fine and coarse aggregates stored separately and kept clean. The mixing of different aggregates from different sources in one storage stockpile or alternating batches of different aggregates shall not be permitted.

a. Reactivity. Fine aggregate and coarse aggregates to be used in all concrete shall have been tested separately within six months of the project in accordance with ASTM C1260. Test results shall be submitted to the RPR. The aggregate shall be considered innocuous if the expansion of test specimens, tested in accordance with ASTM C1260, does not exceed 0.08% at 14 days (16 days from casting). If the expansion either or both test specimen is greater than 0.08% at 14 days, but less than 0.20%, a minimum of 25% of Type F fly ash, or between 40% and 55% of slag cement shall be used in the concrete mix.

If the expansion is greater than 0.20%, the aggregates shall not be used, and test results for other aggregates must be submitted for evaluation; or aggregates that meet P-501 reactivity test requirements may be utilized.

610-2.2 Coarse aggregate. The coarse aggregate for concrete shall meet the requirements of ASTM C33 and the requirements of Table 4, Class Designation 5S; and the grading requirements shown below, as required for the project.

Coarse Aggregate Grading Requirements

Maximum Aggregate Size	ASTM C33, Table 3 Grading Requirements (Size No.)
1 1/2 inch (37.5 mm)	467 or 4 and 67
1 inch (25 mm)	57
¾ inch (19 mm)	67
½ inch (12.5 mm)	7

610-2.2.1 Coarse Aggregate susceptibility to durability (D) cracking. Not used.

610-2.3 Fine aggregate. The fine aggregate for concrete shall meet all fine aggregate requirements of ASTM C33.

610-2.4 Cement. Cement shall conform to the requirements of ASTM C150 Type I or II, or ASTM C595 Type IL. Contractor may propose alternate cement types for Engineer's consideration.

610-2.5 Cementitious materials.

a. Fly ash. Fly ash shall meet the requirements of ASTM C618, with the exception of loss of ignition, where the maximum shall be less than 6%. Fly ash shall have a Calcium Oxide (CaO) content of less than 15% and a total available alkali content less than 3% per ASTM C311. Fly ash produced in furnace operations using liming materials or soda ash (sodium carbonate) as an additive shall not be acceptable. The Contractor shall furnish the previous three most recent, consecutive ASTM C618 reports for each source of fly ash proposed in the concrete mix, and shall furnish each additional report as they become available during the project. The reports can be used for acceptance or the material may be tested independently by the RPR.

b. Slag cement (ground granulated blast furnace (GGBF)). Slag cement shall conform to ASTM C989, Grade 100 or Grade 120. Slag cement shall be used only at a rate between 25% and 55% of the total cementitious material by mass.

610-2.6 Water. Water used in mixing or curing shall be from potable water sources. Other sources shall be tested in accordance with ASTM C1602 prior to use.

610-2.7 Admixtures. The Contractor shall submit certificates indicating that the material to be furnished meets all of the requirements indicated below. In addition, the RPR may require the Contractor to submit complete test data from an approved laboratory showing that the material to be furnished meets all of the requirements of the cited specifications. Subsequent tests may be made of samples taken by the RPR from the supply of the material being furnished or proposed for use on the work to determine whether the admixture is uniform in quality with that approved.

a. Air-entraining admixtures. Air-entraining admixtures shall meet the requirements of ASTM C260 and shall consistently entrain the air content in the specified ranges under field conditions. The air-entrainment agent and any water reducer admixture shall be compatible.

b. Water-reducing admixtures. Water-reducing admixture shall meet the requirements of ASTM C494, Type A, B, or D. ASTM C494, Type F and G high range water reducing admixtures and ASTM C1017 flowable admixtures shall not be used.

c. Other chemical admixtures. The use of set retarding, and set-accelerating admixtures shall be approved by the RPR. Retarding shall meet the requirements of ASTM C494, Type A, B, or D and set-

accelerating shall meet the requirements of ASTM C494, Type C. Calcium chloride and admixtures containing calcium chloride shall not be used.

610-2.8 Premolded joint material. Premolded joint material for expansion joints shall meet the requirements of ASTM D1751 or ASTM D1752.

610-2.9 Joint filler. The filler for joints shall meet the requirements of Item P-605, unless otherwise specified.

610-2.10 Steel reinforcement. Reinforcing shall consist of steel reinforcement type shown in the plans conforming to the requirements of the table below.

Steel Reinforcement

Reinforcing Steel	**ASTM A615, ASTM A706, ASTM A775, ASTM A934**
Welded Steel Wire Fabric	**ASTM A1064, ASTM A884**
Welded Deformed Steel Fabric	**ASTM A1064**
Bar Mats	**ASTM A184 or ASTM A704**

610-2.11 Materials for curing concrete. Curing materials shall conform to the table below.

Materials for Curing

Waterproof paper	**ASTM C171**
Clear or white Polyethylene Sheeting	**ASTM C171**
White-pigmented Liquid Membrane-Forming Compound, Type 2, Class B	**ASTM C309**

CONSTRUCTION METHODS

610-3.1 General. The Contractor shall furnish all labor, materials, and services necessary for, and incidental to, the completion of all work as shown on the drawings and specified here. All machinery and equipment used by the Contractor on the work, shall be of sufficient size to meet the requirements of the work. All work shall be subject to the inspection and approval of the RPR.

610-3.2 Concrete Mixture. The concrete shall develop a compressive strength of 4,000 psi in 28 days as determined by test cylinders made in accordance with ASTM C31 and tested in accordance with ASTM C39. The concrete shall contain not less than 470 pounds of cementitious material per cubic yard (280 kg per cubic meter). The water cementitious ratio shall not exceed 0.45 by weight. The air content of the concrete shall be 5% +/- 1.2% as determined by ASTM C231 and shall have a slump of not more than 4 inches (100 mm) as determined by ASTM C143.

610-3.3 Mixing. Concrete may be mixed at the construction site, at a central point, or wholly or in part in truck mixers. The concrete shall be mixed and delivered in accordance with the requirements of ASTM C94 or ASTM C685.

The concrete shall be mixed only in quantities required for immediate use. Concrete shall not be mixed while the air temperature is below 40°F (4°C) without the RPRs approval. If approval is granted for mixing under such conditions, aggregates or water, or both, shall be heated and the concrete shall be placed at a temperature not less than 50°F (10°C) nor more than 100°F (38°C). The Contractor shall be

held responsible for any defective work, resulting from freezing or injury in any manner during placing and curing, and shall replace such work at his expense.

Retempering of concrete by adding water or any other material is not permitted.

The rate of delivery of concrete to the job shall be sufficient to allow uninterrupted placement of the concrete.

610-3.4 Forms. Concrete shall not be placed until all the forms and reinforcements have been inspected and approved by the RPR. Forms shall be of suitable material and shall be of the type, size, shape, quality, and strength to build the structure as shown on the plans. The forms shall be true to line and grade and shall be mortar-tight and sufficiently rigid to prevent displacement and sagging between supports. The surfaces of forms shall be smooth and free from irregularities, dents, sags, and holes. The Contractor shall be responsible for their adequacy.

The internal form ties shall be arranged so no metal will show in the concrete surface or discolor the surface when exposed to weathering when the forms are removed. All forms shall be wetted with water or with a non-staining mineral oil, which shall be applied immediately before the concrete is placed. Forms shall be constructed so they can be removed without injuring the concrete or concrete surface.

610-3.5 Placing reinforcement. All reinforcement shall be accurately placed, as shown on the plans, and shall be firmly held in position during concrete placement. Bars shall be fastened together at intersections. The reinforcement shall be supported by approved metal chairs. Shop drawings, lists, and bending details shall be supplied by the Contractor when required.

610-3.6 Embedded items. Before placing concrete, all embedded items shall be firmly and securely fastened in place as indicated. All embedded items shall be clean and free from coating, rust, scale, oil, or any foreign matter. The concrete shall be spaded and consolidated around and against embedded items. The embedding of wood shall not be allowed.

610-3.7 Concrete Consistency. The Contractor shall monitor the consistency of the concrete delivered to the project site; collect each batch ticket; check temperature; and perform slump tests on each truck at the project site in accordance with ASTM C143.

610-3.8 Placing concrete. All concrete shall be placed during daylight hours, unless otherwise approved. The concrete shall not be placed until the depth and condition of foundations, the adequacy of forms and falsework, and the placing of the steel reinforcing have been approved by the RPR. Concrete shall be placed as soon as practical after mixing, but in no case later than one (1) hour after water has been added to the mix. The method and manner of placing shall avoid segregation and displacement of the reinforcement. Troughs, pipes, and chutes shall be used as an aid in placing concrete when necessary. The concrete shall not be dropped from a height of more than 5 feet (1.5 m). Concrete shall be deposited as nearly as practical in its final position to avoid segregation due to rehandling or flowing. Do not subject concrete to procedures which cause segregation. Concrete shall be placed on clean, damp surfaces, free from running water, or on a properly consolidated soil foundation.

610-3.9 Vibration. Vibration shall follow the guidelines in American Concrete Institute (ACI) Committee 309R, Guide for Consolidation of Concrete.

610-3.10 Joints. Joints shall be constructed as indicated on the plans.

610-3.11 Finishing. All exposed concrete surfaces shall be true, smooth, and free from open or rough areas, depressions, or projections. All concrete horizontal plane surfaces shall be brought flush to the proper elevation with the finished top surface struck-off with a straightedge and floated.

610-3.12 Curing and protection. All concrete shall be properly cured in accordance with the recommendations in American Concrete Institute (ACI) 308R, Guide to External Curing of Concrete. The concrete shall be protected from damage until project acceptance.

610-3.13 Cold weather placing. When concrete is placed at temperatures below 40°F (4°C), follow the cold weather concreting recommendations found in ACI 306R, Cold Weather Concreting.

610-3.14 Hot weather placing. When concrete is placed in hot weather greater than 85ºF (30 ºC), follow the hot weather concreting recommendations found in ACI 305R, Hot Weather Concreting.

QUALITY ASSURANCE (QA)

610-4.1 Quality Assurance sampling and testing. Concrete for each day's placement will be accepted on the basis of the compressive strength specified in paragraph 610-3.2. The RPR will sample the concrete in accordance with ASTM C172; test the slump in accordance with ASTM C143; make and cure compressive strength specimens in accordance with ASTM C31; and test in accordance with ASTM C39. The QA testing agency will meet the requirements of ASTM C1077.

The Contractor shall provide adequate facilities for the initial curing of cylinders.

610-4.2 Defective work. Any defective work that cannot be satisfactorily repaired as determined by the RPR, shall be removed and replaced at the Contractor's expense. Defective work includes, but is not limited to, uneven dimensions, honeycombing and other voids on the surface or edges of the concrete.

METHOD OF MEASUREMENT

610-5.1 Concrete shall not be measured for payment.

BASIS OF PAYMENT

610-6.1 No separate payment will be made for this item. The cost for all concrete shall be included in the unit price for the applicable pay items (i.e. PAPI's, etc).

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM A184	Standard Specification for Welded Deformed Steel Bar Mats for Concrete Reinforcement
ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM A704	Standard Specification for Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement
ASTM A706	Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement
ASTM A775	Standard Specification for Epoxy-Coated Steel Reinforcing Bars
ASTM A884	Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement
ASTM A934	Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars

ASTM A1064	Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
ASTM C31	Standard Practice for Making and Curing Concrete Test Specimens in the Field
ASTM C33	Standard Specification for Concrete Aggregates
ASTM C39	Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
ASTM C94	Standard Specification for Ready-Mixed Concrete
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C114	Standard Test Methods for Chemical Analysis of Hydraulic Cement
ASTM C136	Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM C143	Standard Test Method for Slump of Hydraulic-Cement Concrete
ASTM C150	Standard Specification for Portland Cement
ASTM C171	Standard Specification for Sheet Materials for Curing Concrete
ASTM C172	Standard Practice for Sampling Freshly Mixed Concrete
ASTM C231	Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C260	Standard Specification for Air-Entraining Admixtures for Concrete
ASTM C309	Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
ASTM C311	Standard Test Methods for Sampling and Testing Fly Ash or Natural Pozzolans for Use in Portland-Cement Concrete
ASTM C494	Standard Specification for Chemical Admixtures for Concrete
ASTM C618	Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
ASTM C666	Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing
ASTM C685	Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing
ASTM C989	Standard Specification for Slag Cement for Use in Concrete and Mortars
ASTM C1017	Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete
ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
ASTM C1157	Standard Performance Specification for Hydraulic Cement
ASTM C1260	Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)

ASTM C1365	Standard Test Method for Determination of the Proportion of Phases in Portland Cement and Portland-Cement Clinker Using X-Ray Powder Diffraction Analysis
ASTM C1602	Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete
ASTM D1751	Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Asphalt Types)
ASTM D1752	Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction

American Concrete Institute (ACI)

ACI 305R	Hot Weather Concreting
ACI 306R	Cold Weather Concreting
ACI 308R	Guide to External Curing of Concrete
ACI 309R	Guide for Consolidation of Concrete

END OF ITEM P-610

SEEDING

DESCRIPTION

901-1.1 This item shall consist of soil preparation, seeding, fertilizing, and liming the areas shown on the plans or as directed by the Engineer in accordance with these specifications. *Seeding shall be required for any area disturbed during construction unless otherwise noted.*

MATERIALS

901-2.1 Seed. The species and application rates of grass, legume, and cover-crop seed furnished shall be those stipulated herein. Seed shall conform to the requirements of Federal Specification JJJ-S-181, Federal Specification, Seeds, Agricultural.

Seed shall be furnished separately or in mixtures in standard containers labeled in conformance with the Agricultural Marketing Service (AMS) Seed Act and applicable state seed laws with the seed name, lot number, net weight, percentages of purity and of germination and hard seed, and percentage of maximum weed seed content clearly marked for each kind of seed. The Contractor shall furnish the RPR duplicate signed copies of a statement by the vendor certifying that each lot of seed has been tested by a recognized laboratory for seed testing within six (6) months of date of delivery. This statement shall include: name and address of laboratory, date of test, lot number for each kind of seed, and the results of tests as to name, percentages of purity and of germination, and percentage of weed content for each kind of seed furnished, and, in case of a mixture, the proportions of each kind of seed. Wet, moldy, or otherwise damaged seed will be rejected.

Seeds shall be applied as follows:

			Application Per Acre	
Name of Grass	Purity	Germination	March 1 to Sept. 15	Sept. 15 to March 1
Common Bermuda Grass	95%	90%	30 lbs (hulled)	30 lbs
Rye	95%	90%	-	15 lbs
Crimson Clover	98%	85%	20 lbs	10 lbs
White Clover	95%	90%	5 lbs	10 lbs

The use of Bahia or Millet grass will not be permitted.

901-2.2 Lime. Lime shall be ground limestone containing not less than 85% of total carbonates, and shall be ground to such fineness that 90% will pass through a No. 20 (850 μm) mesh sieve and 50% will pass

through a No. 100 (150 μm) mesh sieve. Coarser material will be acceptable, providing the rates of application are increased to provide not less than the minimum quantities and depth specified in the special provisions on the basis of the two sieve requirements above. Dolomitic lime or a high magnesium lime shall contain at least 10% of magnesium oxide. Lime shall be applied at the rate of **2 tons per acre**. All liming materials shall conform to the requirements of ASTM C602.

901-2.3 Fertilizer. Fertilizer shall be standard commercial fertilizers supplied separately or in mixtures containing the percentages of total nitrogen, available phosphoric acid, and water-soluble potash. They shall be applied at the rate and to the depth specified, and shall meet the requirements of applicable state laws. They shall be furnished in standard containers with name, weight, and guaranteed analysis of contents clearly marked thereon. No cyanamide compounds or hydrated lime shall be permitted in mixed fertilizers.

The fertilizers may be supplied in one of the following forms:

a. A dry, free-flowing fertilizer suitable for application by a common fertilizer spreader;

b. A finely-ground fertilizer soluble in water, suitable for application by power sprayers; or

c. A granular or pellet form suitable for application by blower equipment.

Fertilizers shall be 13-13-13 commercial fertilizer and shall be spread at the rate of 800 pounds per acre.

901-2.4 Soil for repairs. The soil for fill and topsoiling of areas to be repaired shall be at least of equal quality to that which exists in areas adjacent to the area to be repaired. The soil shall be relatively free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf, and shall be approved by the RPR before being placed.

CONSTRUCTION METHODS

901-3.1 Advance preparation and cleanup. After grading of areas has been completed and before applying fertilizer and ground limestone, areas to be seeded shall be raked or otherwise cleared of stones larger than 2 inches (50 mm) in any diameter, sticks, stumps, and other debris that might interfere with sowing of seed, growth of grasses, or subsequent maintenance of grass-covered areas. If any damage by erosion or other causes has occurred after the completion of grading and before beginning the application of fertilizer and ground limestone, the Contractor shall repair such damage include filling gullies, smoothing irregularities, and repairing other incidental damage.

An area to be seeded shall be considered a satisfactory seedbed without additional treatment if it has recently been thoroughly loosened and worked to a depth of not less than 5 inches (125 mm) as a result of grading operations and, if immediately prior to seeding, the top 3 inches (75 mm) of soil is loose, friable, reasonably free from large clods, rocks, large roots, or other undesirable matter, and if shaped to the required grade.

When the area to be seeded is sparsely sodded, weedy, barren and unworked, or packed and hard, any grass and weeds shall first be cut or otherwise satisfactorily disposed of, and the soil then scarified or otherwise loosened to a depth not less than 5 inches (125 mm). Clods shall be broken and the top 3 inches (75 mm) of soil shall be worked into a satisfactory seedbed by discing, or by use of cultipackers, rollers, drags, harrows, or other appropriate means.

901-3.2 Dry application method.

a. Liming. Lime shall be applied separately and prior to the application of any fertilizer or seed and only on seedbeds that have previously been prepared as described above. The lime shall then be worked into the top 3 inches (75 mm) of soil after which the seedbed shall again be properly graded and dressed to a smooth finish.

b. Fertilizing. Following advance preparations and cleanup fertilizer shall be uniformly spread at the rate that will provide not less than the minimum quantity stated in paragraph 901-2.3.

c. Seeding. Grass seed shall be sown at the rate specified in paragraph 901-2.1 immediately after fertilizing. The fertilizer and seed shall be raked within the depth range stated in the special provisions. Seeds of legumes, either alone or in mixtures, shall be inoculated before mixing or sowing, in accordance with the instructions of the manufacturer of the inoculant. When seeding is required at other than the seasons shown on the plans or in the special provisions, a cover crop shall be sown by the same methods required for grass and legume seeding.

d. Rolling. After the seed has been properly covered, the seedbed shall be immediately compacted by means of an approved lawn roller, weighing 40 to 65 pounds per foot (60 to 97 kg per meter) of width for clay soil (or any soil having a tendency to pack), and weighing 150 to 200 pounds per foot (223 to 298 kg per meter) of width for sandy or light soils.

901-3.3 Wet application method.

a. General. The Contractor may elect to apply seed and fertilizer (and lime, if required) by spraying them on the previously prepared seedbed in the form of an aqueous mixture and by using the methods and equipment described herein. The rates of application shall be as specified in the special provisions.

b. Spraying equipment. The spraying equipment shall have a container or water tank equipped with a liquid level gauge calibrated to read in increments not larger than 50 gallons (190 liters) over the entire range of the tank capacity, mounted so as to be visible to the nozzle operator. The container or tank shall also be equipped with a mechanical power-driven agitator capable of keeping all the solids in the mixture in complete suspension at all times until used.

The unit shall also be equipped with a pressure pump capable of delivering 100 gallons (380 liters) per minute at a pressure of 100 lb / sq inches (690 kPa). The pump shall be mounted in a line that will recirculate the mixture through the tank whenever it is not being sprayed from the nozzle. All pump passages and pipe lines shall be capable of providing clearance for 5/8 inch (16 mm) solids. The power unit for the pump and agitator shall have controls mounted so as to be accessible to the nozzle operator. There shall be an indicating pressure gauge connected and mounted immediately at the back of the nozzle.

The nozzle pipe shall be mounted on an elevated supporting stand in such a manner that it can be rotated through 360 degrees horizontally and inclined vertically from at least 20 degrees below to at least 60 degrees above the horizontal. There shall be a quick-acting, three-way control valve connecting the recirculating line to the nozzle pipe and mounted so that the nozzle operator can control and regulate the amount of flow of mixture delivered to the nozzle. At least three different types of nozzles shall be supplied so that mixtures may be properly sprayed over distance varying from 20 to 100 feet (6 to 30 m). One shall be a close-range ribbon nozzle, one a medium-range ribbon nozzle, and one a long-range jet nozzle. For case of removal and cleaning, all nozzles shall be connected to the nozzle pipe by means of quick-release couplings.

In order to reach areas inaccessible to the regular equipment, an extension hose at least 50 feet (15 m) in length shall be provided to which the nozzles may be connected.

c. Mixtures. Lime, if required, shall be applied separately, in the quantity specified, prior to the fertilizing and seeding operations. Not more than 220 pounds (100 kg) of lime shall be added to and mixed with each 100 gallons (380 liters) of water. Seed and fertilizer shall be mixed together in the relative proportions specified, but not more than a total of 220 pounds (100 kg) of these combined solids shall be added to and mixed with each 100 gallons (380 liters) of water.

All water used shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life. The Contractor shall identify to the RPR all sources of

water at least two (2) weeks prior to use. The RPR may take samples of the water at the source or from the tank at any time and have a laboratory test the samples for chemical and saline content. The Contractor shall not use any water from any source that is disapproved by the RPR following such tests.

All mixtures shall be constantly agitated from the time they are mixed until they are finally applied to the seedbed. All such mixtures shall be used within two (2) hours from the time they were mixed or they shall be wasted and disposed of at approved locations.

d. Spraying. Lime, if required, shall be sprayed only upon previously prepared seedbeds. After the applied lime mixture has dried, the lime shall be worked into the top 3 inches (75 mm), after which the seedbed shall again be properly graded and dressed to a smooth finish.

Mixtures of seed and fertilizer shall only be sprayed upon previously prepared seedbeds on which the lime, if required, shall already have been worked in. The mixtures shall be applied by means of a high-pressure spray that shall always be directed upward into the air so that the mixtures will fall to the ground like rain in a uniform spray. Nozzles or sprays shall never be directed toward the ground in such a manner as might produce erosion or runoff.

Particular care shall be exercised to ensure that the application is made uniformly and at the prescribed rate and to guard against misses and overlapped areas. Proper predetermined quantities of the mixture in accordance with specifications shall be used to cover specified sections of known area.

Checks on the rate and uniformity of application may be made by observing the degree of wetting of the ground or by distributing test sheets of paper or pans over the area at intervals and observing the quantity of material deposited thereon.

On surfaces that are to be mulched as indicated by the plans or designated by the RPR, seed and fertilizer applied by the spray method need not be raked into the soil or rolled. However, on surfaces on which mulch is not to be used, the raking and rolling operations will be required after the soil has dried.

901-3.4 Maintenance of seeded areas. The Contractor shall protect seeded areas against traffic or other use by warning signs or barricades, as approved by the RPR. Surfaces gullied or otherwise damaged following seeding shall be repaired by regrading and reseeding as directed. The Contractor shall mow, water as directed, and otherwise maintain seeded areas in a satisfactory condition until final inspection and acceptance of the work.

When either the dry or wet application method outlined above is used for work done out of season, it will be required that the Contractor establish a good stand of grass of uniform color and density to the satisfaction of the RPR. A grass stand shall be considered adequate when bare spots are one square foot (0.01 sq m) or less, randomly dispersed, and do not exceed 3% of the area seeded.

METHOD OF MEASUREMENT

901-4.1 The quantity of seeding to be paid for shall be the number of units 1,000 square feet measured on the ground surface, completed and accepted.

BASIS OF PAYMENT

901-5.1 Payment shall be made at the contract unit price per 1,000 square feet or fraction thereof, which price and payment shall be full compensation for furnishing and placing all material and for all labor, equipment, tools, and incidentals necessary to complete the work prescribed in this item.

Payment will be made under:

Item 901-5.1	Seeding - per 1,000 square feet

SEEDING

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C602 Standard Specification for Agricultural Liming Materials

Federal Specifications (FED SPEC)

FED SPEC JJJ-S-181, Federal Specification, Seeds, Agricultural

Advisory Circulars (AC)

AC 150/5200-33 Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM T-901

MULCHING

DESCRIPTION

908-1.1 This item shall consist of furnishing, hauling, placing, and securing mulch on surfaces indicated on the plans or designated by the RPR.

MATERIALS

908-2.1 Mulch material. Acceptable mulch shall be the materials listed below or any approved locally available material that is similar to those specified. Mulch shall be free from noxious weeds, mold, and other deleterious materials. Mulch materials, which contain matured seed of species that would volunteer and be detrimental to the proposed overseeding, or to surrounding farm land, will not be acceptable. Straw or other mulch material which is fresh and/or excessively brittle, or which is in such an advanced stage of decomposition as to smother or retard the planted grass, will not be acceptable.

a. Hay. Hay shall be native hay in an air-dry condition and of proper consistency for placing with commercial mulch blowing equipment. Hay shall be sterile, containing no fertile seed.

b. Straw. Straw shall be the stalks from threshed plant residue of oats, wheat, barley, rye, or rice from which grain has been removed. Furnish in air-dry condition and of proper consistency for placing with commercial mulch blowing equipment. Straw shall contain no fertile seed.

c. Hay mulch containing seed. Hay mulch shall be mature hay containing viable seed of native grasses or other desirable species stated in the special provisions or as approved by the RPR. The hay shall be cut and handled so as to preserve the maximum quantity of viable seed. Hay mulch that cannot be hauled and spread immediately after cutting shall be placed in weather-resistant stacks or baled and stored in a dry location until used.

d. Manufactured mulch. Cellulose-fiber or wood-pulp mulch shall be products commercially available for use in spray applications.

e. Asphalt binder. Asphalt binder material shall conform to the requirements of ASTM D977, Type SS-1 or RS-1.

908-2.2 Inspection. The RPR shall be notified of sources and quantities of mulch materials available and the Contractor shall furnish him with representative samples of the materials to be used 30 days before delivery to the project. These samples may be used as standards with the approval of the RPR and any materials brought on the site that do not meet these standards shall be rejected.

CONSTRUCTION METHODS

908-3.1 Mulching. Before spreading mulch, all large clods, stumps, stones, brush, roots, and other foreign material shall be removed from the area to be mulched. Mulch shall be applied immediately after seeding. The spreading of the mulch may be by hand methods, blower, or other mechanical methods, provided a uniform covering is obtained.

Mulch material shall be furnished, hauled, and evenly applied on the area shown on the plans or designated by the RPR. Straw or hay shall be spread over the surface to a uniform thickness at the rate of 2 to 3 tons per acre (1800 - 2700 kg per acre) to provide a loose depth of not less than 1-1/2 inches (38 cm) nor more than 3 inches (75 mm). Other organic material shall be spread at the rate directed by the RPR. Mulch may be blown on the slopes and the use of cutters in the equipment for this purpose will be permitted to the extent that at least 95% of the mulch in place on the slope shall be 6 inches (150 mm) or

more in length. When mulches applied by the blowing method are cut, the loose depth in place shall be not less than one inch (25 mm) nor more than 2 inches (50 mm).

908-3.2 Securing mulch. The mulch shall be held in place by light discing, a very thin covering of topsoil, pins, stakes, wire mesh, asphalt binder, or other adhesive material approved by the RPR. Where mulches have been secured by either of the asphalt binder methods, it will not be permissible to walk on the slopes after the binder has been applied. When an application of asphalt binder material is used to secure the mulch, the Contractor must take every precaution to guard against damaging or disfiguring structures or property on or adjacent to the areas worked and will be held responsible for any such damage resulting from the operation.

If the "peg and string" method is used, the mulch shall be secured by the use of stakes or wire pins driven into the ground on 5-foot (1.5-m) centers or less. Binder twine shall be strung between adjacent stakes in straight lines and crisscrossed diagonally over the mulch, after which the stakes shall be firmly driven nearly flush to the ground to draw the twine down tight onto the mulch.

908-3.3 Care and repair.

a. The Contractor shall care for the mulched areas until final acceptance of the project. Care shall consist of providing protection against traffic or other use by placing warning signs, as approved by the RPR, and erecting any barricades that may be shown on the plans before or immediately after mulching has been completed on the designated areas.

b. The Contractor shall be required to repair or replace any mulch that is defective or becomes damaged until the project is finally accepted. When, in the judgment of the RPR, such defects or damages are the result of poor workmanship or failure to meet the requirements of the specifications, the cost of the necessary repairs or replacement shall be borne by the Contractor.

c. If the "asphalt spray" method is used, all mulched surfaces shall be sprayed with asphalt binder material so that the surface has a uniform appearance. The binder shall be uniformly applied to the mulch at the rate of approximately 8 gallons (32 liters) per 1,000 square feet (100 sq m), or as directed by the RPR, with a minimum of 6 gallons (24 liters) and a maximum of 10 gallons (40 liters) per 1,000 square feet (100 sq m) depending on the type of mulch and the effectiveness of the binder securing it. Asphalt binder material may be sprayed on the mulched slope areas from either the top or the bottom of the slope. An approved spray nozzle shall be used. The nozzle shall be operated at a distance of not less than 4 feet (1.2 m) from the surface of the mulch and uniform distribution of the asphalt material shall be required. A pump or an air compressor of adequate capacity shall be used to ensure uniform distribution of the asphalt material.

d. If the "asphalt mix" method is used, the mulch shall be applied by blowing, and the asphalt binder material shall be sprayed into the mulch as it leaves the blower. The binder shall be uniformly applied to the mulch at the rate of approximately 8 gallons (32 liters) per 1,000 square feet (100 sq m) or as directed by the RPR, with a minimum of 6 gallons (24 liters) and a maximum of 10 gallons (40 liters) per 1,000 square feet (100 sq m) depending on the type of mulch and the effectiveness of the binder securing it.

METHOD OF MEASUREMENT

908-4.1 Mulching shall be measured by the number of 1,000 square feet units on the basis of the actual surface area acceptably mulched.

MULCHING

BASIS OF PAYMENT

908-5.1 Payment will be made at the contract unit price per 1,000 square feet for mulching. The price shall be full compensation for furnishing all materials and for placing and anchoring the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item T-908-5.1	Mulching - per 1,000 square feet

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D977 Standard Specification for Emulsified Asphalt

Advisory Circulars (AC)

AC 150/5200-33 Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM T-908

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UNDERGROUND POWER CABLE FOR AIRPORTS

DESCRIPTION

108-1.1 This item shall consist of furnishing and installing power cables that are direct buried and furnishing and/or installing power cables within conduit or duct banks per these specifications at the locations shown on the plans. It includes excavation and backfill of trench for direct-buried cables only. Also included are the installation of counterpoise wires, ground wires, ground rods and connections, cable splicing, cable marking, cable testing, and all incidentals necessary to place the cable in operating condition as a completed unit to the satisfaction of the RPR. This item shall not include the installation of duct banks or conduit, trenching and backfilling for duct banks or conduit, or furnishing or installation of cable for FAA owned/operated facilities.

EQUIPMENT AND MATERIALS

108-2.1 General.

a. Airport lighting equipment and materials covered by advisory circulars (AC) shall be approved under the Airport Lighting Equipment Certification Program per AC 150/5345-53, current version.

b. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through the manufacturer's certification of compliance with the applicable specification, when requested by the RPR.

c. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications. Materials supplied and/or installed that do not comply with these specifications shall be removed (when directed by the RPR) and replaced with materials that comply with these specifications at the Contractor's cost.

d. All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete any non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment to which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in the project that may accrue directly or indirectly from late submissions or resubmissions of submittals.

e. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be electronically submitted in pdf format. The RPR reserves the right to reject any and all equipment, materials, or procedures that do not meet the system design and the standards and codes, specified in this document.

f. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for at least twelve (12) months from the date of final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner. The Contractor shall maintain a minimum insulation resistance in accordance with paragraph 108-3.10e with isolation transformers connected in new circuits and new segments of existing circuits through the end of the contract warranty period when tested in accordance with AC 150/5340-26, *Maintenance Airport Visual Aid Facilities*, paragraph 5.1.3.1, Insulation Resistance Test.

108-2.2 Cable. Underground cable for airfield lighting facilities (runway and taxiway lights and signs) shall conform to the requirements of AC 150/5345-7, Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits latest edition. Conductors for use on 6.6 ampere primary airfield lighting series circuits shall be single conductor, seven strand, #8 American wire gauge (AWG), L-824, Type C, 5,000 volts, non-shielded, with, cross-linked polyethylene insulation. L-824 conductors for use on the L-830 secondary of airfield lighting series circuits shall be sized in accordance with the manufacturer's recommendations. All other conductors shall comply with FAA and National Electric Code (NEC) requirements. Conductor sizes noted above shall not apply to leads furnished by manufacturers on airfield lighting transformers and fixtures.

Wire for electrical circuits up to 600 volts shall comply with Specification L-824 and/or Commercial Item Description A-A-59544A and shall be type THWN-2, 75°C for installation in conduit and RHW-2, 75°C for direct burial installations. Conductors for parallel (voltage) circuits shall be type and size and installed in accordance with NFPA-70, National Electrical Code.

Unless noted otherwise, all 600-volt and less non-airfield lighting conductor sizes are based on a 75°C, THWN-2, 600-volt insulation, copper conductors, not more than three single insulated conductors, in raceway, in free air. The conduit/duct sizes are based on the use of THWN-2, 600-volt insulated conductors. The Contractor shall make the necessary increase in conduit/duct sizes for other types of wire insulation. In no case shall the conduit/duct size be reduced. The minimum power circuit wire size shall be #12 AWG.

Conductor sizes may have been adjusted due to voltage drop or other engineering considerations. Equipment provided by the Contractor shall be capable of accepting the quantity and sizes of conductors shown in the Contract Documents. All conductors, pigtails, cable step-down adapters, cable step-up adapters, terminal blocks and splicing materials necessary to complete the cable termination/splice shall be considered incidental to the respective pay items provided.

Cable type, size, number of conductors, strand and service voltage shall be as specified in the Contract Document.

108-2.3 Bare copper wire (counterpoise, bare copper wire ground and 6 rods). Wire for counterpoises or ground installations for airfield lighting systems shall be No. AWG bare solid copper wire for counterpoise for voltage powered circuits, the equipment grounding conductor shall comply with NEC Article 250.

Ground rods shall be copper-clad steel. The ground rods shall be of the length and diameter specified on the plans, but in no case be less than 10 feet (2.54 m) **long** and 3/4 inch (19 mm) in diameter.

108-2.4 Cable connections. In-line connections or splices of underground primary cables shall be of the type called for on the plans and shall be one of the types listed below. No separate payment will be made for cable connections.

a. The cast splice. A cast splice, employing a plastic mold and using epoxy resin equivalent to that manufactured by 3M™ Company, "Scotchcast" Kit No. 82-B, or an approved equivalent, used for potting the splice is acceptable.

b. The field-attached plug-in splice. Field-attached plug-in splices shall be installed as shown on the plans. The Contractor shall determine the outside diameter of the cable to be spliced and furnish appropriately sized connector kits and/or adapters. Tape or heat shrink tubing with integral sealant shall be in accordance with the manufacturer's requirements. Primary Connector Kits manufactured by Amerace, "Super Kit", Integro "Complete Kit", or approved equal is acceptable.

c. The factory-molded plug-in splice. Specification for L-823 Connectors, Factory-Molded to Individual Conductors, is acceptable.

d. The taped or heat-shrink splice. Taped splices employing field-applied rubber, or synthetic rubber tape covered with plastic tape is acceptable. The rubber tape should meet the requirements of ASTM D4388, and the plastic tape should comply with Military Specification MIL-I-24391 or Commercial Item Description A-A-55809. Heat shrinkable tubing shall be heavy-wall, self-sealing tubing rated for the voltage of the wire being spliced and suitable for direct-buried installations. The tubing shall be factory coated with a thermoplastic adhesive-sealant that will adhere to the insulation of the wire being spliced forming a moisture- and dirt-proof seal. Additionally, heat shrinkable tubing for multi-conductor cables, shielded cables, and armored cables shall be factory kits that are designed for the application. Heat shrinkable tubing and tubing kits shall be manufactured by Tyco Electronics/ Raychem Corporation, Energy Division, or approved equivalent.

In all the above cases, connections of cable conductors shall be made using crimp connectors using a crimping tool designed to make a complete crimp before the tool can be removed. All L-823/L-824 splices and terminations shall be made per the manufacturer's recommendations and listings.

All connections of counterpoise, grounding conductors and ground rods shall be made by the exothermic process or approved equivalent, except that a light base ground clamp connector shall be used for attachment to the light base. All exothermic connections shall be made per the manufacturer's recommendations and listings.

108-2.5 Splicer qualifications. Every airfield lighting cable splicer shall be qualified in making airport cable splices and terminations on cables rated at or above 5,000 volts AC. The Contractor shall submit to the RPR proof of the qualifications of each proposed cable splicer for the airport cable type and voltage level to be worked on. Cable splicing/terminating personnel shall have a minimum of three (3) years continuous experience in terminating/splicing medium voltage cables.

108-2.6 Concrete. Concrete shall be proportioned, placed, and cured per Item P-610, Concrete for Miscellaneous Structures.

108-2.7 Flowable backfill. Flowable material used to backfill trenches for power cable trenches shall conform to the requirements of Item P-153, Controlled Low Strength Material.

108-2.8 Cable identification tags. Cable identification tags shall be made from a non-corrosive material with the circuit identification stamped or etched onto the tag. The tags shall be of the type as detailed on the plans.

108-2.9 Tape. Electrical tapes shall be Scotch™ Electrical Tapes –Scotch™ 88 (1-1/2 inch (38 mm) wide) and Scotch™ 130C® linerless rubber splicing tape (2-inch (50 mm) wide), as manufactured by the Minnesota Mining and Manufacturing Company (3M™), or an approved equivalent.

108-2.10 Electrical coating. Electrical coating shall be Scotchkote™ as manufactured by 3M™, or an approved equivalent.

108-2.11 Existing circuits. Whenever the scope of work requires connection to an existing circuit, the existing circuit's insulation resistance shall be tested, in the presence of the RPR. The test shall be performed per this item and prior to any activity that will affect the respective circuit. The Contractor shall record the results on forms acceptable to the RPR. When the work affecting the circuit is complete, the circuit's insulation resistance shall be checked again, in the presence of the RPR. The Contractor shall record the results on forms acceptable to the RPR. The second reading shall be equal to or greater than the first reading or the Contractor shall make the necessary repairs to the existing circuit to bring the second reading above the first reading. All repair costs including a complete replacement of the L-823 connectors, L-830 transformers and L-824 cable, if necessary, shall be borne by the Contractor. All test results shall be submitted in the Operation and Maintenance (O&M) Manual.

108-2.12 Detectable warning tape. Plastic, detectable, American Public Works Association (APWA) Red (electrical power lines, cables, conduit and lighting cable) with continuous legend tape shall be

polyethylene film with a metalized foil core and shall be 3-6 inches (75-150 mm) wide. Detectable tape is incidental to the respective bid item. Detectable warning tape for communication cables shall be orange. Detectable warning tape color code shall comply with the APWA Uniform Color Code.

CONSTRUCTION METHODS

108-3.1 General. The Contractor shall install the specified cable at the approximate locations indicated on the plans. Unless otherwise shown on the plans, all cable required to cross under pavements expected to carry aircraft loads shall be installed in concrete encased duct banks. Cable shall be run without splices, from fixture to fixture.

Cable connections between lights will be permitted only at the light locations for connecting the underground cable to the primary leads of the individual isolation transformers. The Contractor shall be responsible for providing cable in continuous lengths for home runs or other long cable runs without connections unless otherwise authorized in writing by the RPR or shown on the plans.

In addition to connectors being installed at individual isolation transformers, L-823 cable connectors for maintenance and test points shall be installed at locations shown on the plans. Cable circuit identification markers shall be installed on both sides of the L-823 connectors installed and on both sides of slack loops where a future connector would be installed.

Provide not less than 3 feet (1 m) of cable slack on each side of all connections, isolation transformers, light units, and at points where cable is connected to field equipment. Where provisions must be made for testing or for future above grade connections, provide enough slack to allow the cable to be extended at least one foot (30 cm) vertically above the top of the access structure. This requirement also applies where primary cable passes through empty light bases, junction boxes, and access structures to allow for future connections, or as designated by the RPR.

Primary airfield lighting cables installed shall have cable circuit identification markers attached on both sides of each L-823 connector and on each airport lighting cable entering or leaving cable access points, such as manholes, hand holes, pull boxes, junction boxes, etc. Markers shall be of sufficient length for imprinting the cable circuit identification legend on one line, using letters not less than 1/4 inch (6 mm) in size. The cable circuit identification shall match the circuits noted on the construction plans.

108-3.2 Installation in duct banks or conduits. This item includes the installation of the cable in duct banks or conduit per the following paragraphs. The maximum number and voltage ratings of cables installed in each single duct or conduit, and the current-carrying capacity of each cable shall be per the latest version of the National Electric Code, or the code of the local agency or authority having jurisdiction.

The Contractor shall make no connections or splices of any kind in cables installed in conduits or duct banks.

Unless otherwise designated in the plans, where ducts are in tiers, use the lowest ducts to receive the cable first, with spare ducts left in the upper levels. Check duct routes prior to construction to obtain assurance that the shortest routes are selected and that any potential interference is avoided.

Duct banks or conduits shall be installed as a separate item per Item L-110, Airport Underground Electrical Duct Banks and Conduit. The Contractor shall run a mandrel through duct banks or conduit prior to installation of cable to ensure that the duct bank or conduit is open, continuous and clear of debris. The mandrel size shall be compatible with the conduit size. The Contractor shall swab out all conduits/ducts and clean light bases, manholes, etc., interiors immediately prior to pulling cable. Once cleaned and swabbed, the light bases and all accessible points of entry to the duct/conduit system shall be kept closed except when installing cables. Cleaning of ducts, light bases, manholes, etc., is incidental to the pay item of the item being cleaned. All raceway systems left open, after initial cleaning, for any

reason shall be re-cleaned at the Contractor's expense. The Contractor shall verify existing ducts proposed for use in this project as clear and open. The Contractor shall notify the RPR of any blockage in the existing ducts.

The cable shall be installed in a manner that prevents harmful stretching of the conductor, damage to the insulation, or damage to the outer protective covering. The ends of all cables shall be sealed with moisture-seal tape providing moisture-tight mechanical protection with minimum bulk, or alternately, heat shrinkable tubing before pulling into the conduit and it shall be left sealed until connections are made. Where more than one cable is to be installed in a conduit, all cable shall be pulled in the conduit at the same time. The pulling of a cable through duct banks or conduits may be accomplished by hand winch or power winch with the use of cable grips or pulling eyes. Maximum pulling tensions shall not exceed the cable manufacturer's recommendations. A non-hardening cable-pulling lubricant recommended for the type of cable being installed shall be used where required.

The Contractor shall submit the recommended pulling tension values to the RPR prior to any cable installation. If required by the RPR, pulling tension values for cable pulls shall be monitored by a dynamometer in the presence of the RPR. Cable pull tensions shall be recorded by the Contractor and reviewed by the RPR. Cables exceeding the maximum allowable pulling tension values shall be removed and replaced by the Contractor at the Contractor's expense.

The manufacturer's minimum bend radius or NEC requirements (whichever is more restrictive) shall apply. Cable installation, handling and storage shall be per manufacturer's recommendations. During cold weather, particular attention shall be paid to the manufacturer's minimum installation temperature. Cable shall not be installed when the temperature is at or below the manufacturer's minimum installation temperature. At the Contractor's option, the Contractor may submit a plan, for review by the RPR, for heated storage of the cable and maintenance of an acceptable cable temperature during installation when temperatures are below the manufacturer's minimum cable installation temperature.

Cable shall not be dragged across base can or manhole edges, pavement or earth. When cable must be coiled, lay cable out on a canvas tarp or use other appropriate means to prevent abrasion to the cable jacket.

108-3.3 Installation of direct-buried cable in trenches. Unless otherwise specified, the Contractor shall not use a cable plow for installing the cable. Cable shall be unreeled uniformly in place alongside or in the trench and shall be carefully placed along the bottom of the trench. The cable shall not be unreeled and pulled into the trench from one end. Slack cable sufficient to provide strain relief shall be placed in the trench in a series of S curves. Sharp bends or kinks in the cable shall not be permitted.

Where cables must cross over each other, a minimum of 3 inches (75 mm) vertical displacement shall be provided with the topmost cable depth at or below the minimum required depth below finished grade.

a. Trenching. Where turf is well established and the sod can be removed, it shall be carefully stripped and properly stored. Trenches for cables may be excavated manually or with mechanical trenching equipment. Walls of trenches shall be essentially vertical so that a minimum of surface is disturbed. Graders shall not be used to excavate the trench with their blades. The bottom surface of trenches shall be essentially smooth and free from coarse aggregate. Unless otherwise specified, cable trenches shall be excavated to a minimum depth of 18 inches (0.5 m) below finished grade per NEC Table 300.5, except as follows:

- When off the airport or crossing under a roadway or driveway, the minimum depth shall be 36 inches (91 cm) unless otherwise specified.
- Minimum cable depth when crossing under a railroad track, shall be 42 inches (1 m) unless otherwise specified.

The Contractor shall excavate all cable trenches to a width not less than 6 inches (150 mm). Unless otherwise specified on the plans, all cables in the same location and running in the same general direction shall be installed in the same trench.

When rock is encountered, the rock shall be removed to a depth of at least 3 inches (75 mm) below the required cable depth and it shall be replaced with bedding material of earth or sand containing no mineral aggregate particles that would be retained on a 1/4-inch (6.3 mm) sieve. Flowable backfill material may alternatively be used.

Duct bank or conduit markers temporarily removed for trench excavations shall be replaced as required.

It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation. Where existing active cables cross proposed installations, the Contractor shall ensure that these cables are adequately protected. Where crossings are unavoidable, no splices will be allowed in the existing cables, except as specified on the plans. Installation of new cable where such crossings must occur shall proceed as follows:

(1) Existing cables shall be located manually. Unearthed cables shall be inspected to assure absolutely no damage has occurred.

(2) Trenching, etc., in cable areas shall then proceed, with approval of the RPR, with care taken to minimize possible damage or disruption of existing cable, including careful backfilling in area of cable.

In the event that any previously identified cable is damaged during the course of construction, the Contractor shall be responsible for the complete repair or replacement.

b. Backfilling. After the cable has been installed, the trench shall be backfilled. The first layer of backfill in the trench shall encompass all cables ; be 3 inches (75 mm) deep, loose measurement; and shall be either earth or sand containing no mineral aggregate particles that would be retained on a 1/4-inch (6.3 mm) sieve. This layer shall not be compacted. The second layer shall be 5 inches (125 mm) deep, loose measurement, and shall contain no particles that would be retained on a one inch (25.0 mm) sieve. The remaining third and subsequent layers of backfill shall not exceed 8 inches (20 cm) of loose measurement and be excavated or imported material and shall not contain stone or aggregate larger than 4 inches (100 mm) maximum diameter.

The second and subsequent layers shall be thoroughly tamped and compacted to at least the density of the adjacent material. If the cable is to be installed in locations or areas where other compaction requirements are specified (under pavements, embankments, etc.) the backfill compaction shall be backfill with controlled low strength material (CLSM) in accordance with P-153.

Trenches shall not contain pools of water during backfilling operations. The trench shall be completely backfilled and tamped level with the adjacent surface, except that when turf is to be established over the trench, the backfilling shall be stopped at an appropriate depth consistent with the type of turfing operation to be accommodated. A proper allowance for settlement shall also be provided. Any excess excavated material shall be removed and disposed of per the plans and specifications.

Underground electrical warning (caution) tape shall be installed in the trench above all direct-buried cable. Contractor shall submit a sample of the proposed warning tape for acceptance by the RPR. If not shown on the plans, the warning tape shall be located 6 inches (150 mm) above the direct-buried cable or the counterpoise wire if present. A 3-6 inch (75 - 150 mm) wide polyethylene film detectable tape, with a metalized foil core, shall be installed above all direct buried cable or counterpoise. The tape shall be of the color and have a continuous legend as indicated on the plans. The tape shall be installed 8 inches (200 mm) minimum below finished grade.

c. Restoration. Following restoration of all trenching near airport movement surfaces, the Contractor shall visually inspect the area for foreign object debris (FOD) and remove any that is found. Where soil

and sod has been removed, it shall be replaced as soon as possible after the backfilling is completed. All areas disturbed by work shall be restored to its original condition. The restoration shall include the seeding as shown on the plans. The Contractor shall be held responsible for maintaining all disturbed surfaces and replacements until final acceptance. When trenching is through paved areas, restoration shall be equal to existing conditions. If the cable is to be installed in locations or areas where other compaction requirements are specified (under pavements, embankments, etc.) the backfill compaction shall be backfill with controlled low strength material (CLSM) in accordance with P-153. Restoration shall be considered incidental to the pay item of which it is a component part.

108-3.4 Cable markers for direct-buried cable. The location of direct buried circuits shall be marked by a concrete slab marker, 2 feet (60 cm) square and 4-6 inch (10 - 15 cm) thick, extending approximately one inch (25 mm) above the surface. Each cable run from a line of lights and signs to the equipment vault shall be marked at approximately every 200 feet (61 m) along the cable run, with an additional marker at each change of direction of cable run. All other direct-buried cable shall be marked in the same manner. Cable markers shall be installed directly above the cable. The Contractor shall impress the word "CABLE" and directional arrows on each cable marking slab. The letters shall be approximately 4 inches (100 mm) high and 3 inches (75 mm) wide, with width of stroke 1/2 inch (12 mm) and 1/4 inch (6 mm) deep. Stencils shall be used for cable marker lettering; no hand lettering shall be permitted.

At the location of each underground cable connection/splice, except at lighting units, or isolation transformers, a concrete marker slab shall be installed to mark the location of the connection/splice. The Contractor shall impress the word "SPLICE" on each slab. The Contractor also shall impress additional circuit identification symbols on each slab as directed by the RPR. All cable markers and splice markers shall be painted international orange. Paint shall be specifically manufactured for uncured exterior concrete. After placement, all cable or splice markers shall be given one coat of high-visibility aviation orange paint as approved by the RPR. Furnishing and installation of cable markers is incidental to the respective cable pay item.

108-3.5 Splicing. Connections of the type shown on the plans shall be made by experienced personnel regularly engaged in this type of work and shall be made as follows:

a. Cast splices. These shall be made by using crimp connectors for jointing conductors. Molds shall be assembled, and the compound shall be mixed and poured per the manufacturer's instructions and to the satisfaction of the RPR.

b. Field-attached plug-in splices. These shall be assembled per the manufacturer's instructions. These splices shall be made by plugging directly into mating connectors. The joint where the connectors come together shall be finished by one of the following methods: (1) wrapped with at least one layer of rubber or synthetic rubber tape and one layer of plastic tape, one-half lapped, extending at least 1-1/2 inches (38 mm) on each side of the joint (2) Covered with heat shrinkable tubing with integral sealant extending at least 1-1/2 inches (38 mm) on each side of the joint or (3) On connector kits equipped with water seal flap; roll-over water seal flap to sealing position on mating connector.

c. Factory-molded plug-in splices. These shall be made by plugging directly into mating connectors. The joint where the connectors come together shall be finished by one of the following methods: (1) Wrapped with at least one layer of rubber or synthetic rubber tape and one layer of plastic tape, one-half lapped, extending at least 1-1/2 inches (38 mm) on each side of the joint. (2) Covered with heat shrinkable tubing with integral sealant extending at least 1-1/2 inches (38 mm) on each side of the joint. or (3) On connector kits so equipped with water seal flap; roll-over water seal flap to sealing position on mating connector.

d. Taped or heat-shrink splices. A taped splice shall be made in the following manner:

Bring the cables to their final position and cut so that the conductors will butt. Remove insulation and jacket allowing for bare conductor of proper length to fit compression sleeve connector with 1/4 inch (6

mm) of bare conductor on each side of the connector. Prior to splicing, the two ends of the cable insulation shall be penciled using a tool designed specifically for this purpose and for cable size and type. Do not use emery paper on splicing operation since it contains metallic particles. The copper conductors shall be thoroughly cleaned. Join the conductors by inserting them equidistant into the compression connection sleeve. Crimp conductors firmly in place with crimping tool that requires a complete crimp before tool can be removed. Test the crimped connection by pulling on the cable. Scrape the insulation to assure that the entire surface over which the tape will be applied (plus 3 inches (75 mm) on each end) is clean. After scraping, wipe the entire area with a clean lint-free cloth. Do not use solvents.

Apply high-voltage rubber tape one-half lapped over bare conductor. This tape should be tensioned as recommended by the manufacturer. Voids in the connector area may be eliminated by highly elongating the tape, stretching it just short of its breaking point. The manufacturer's recommendation for stretching tape during splicing shall be followed. Always attempt to exactly half-lap to produce a uniform buildup. Continue buildup to 1-1/2 times cable diameter over the body of the splice with ends tapered a distance of approximately one inch (25 mm) over the original jacket. Cover rubber tape with two layers of vinyl pressure-sensitive tape one-half lapped. Do not use glyptol or lacquer over vinyl tape as they react as solvents to the tape. No further cable covering or splice boxes are required.

Heat shrinkable tubing shall be installed following manufacturer’s instructions. Direct flame heating shall not be permitted unless recommended by the manufacturer. Cable surfaces within the limits of the heat-shrink application shall be clean and free of contaminates prior to application.

e. Assembly. Surfaces of equipment or conductors being terminated or connected shall be prepared in accordance with industry standard practice and manufacturer’s recommendations. All surfaces to be connected shall be thoroughly cleaned to remove all dirt, grease, oxides, nonconductive films, or other foreign material. Paints and other nonconductive coatings shall be removed to expose base metal. Clean all surfaces at least 1/4 inch (6.4 mm) beyond all sides of the larger bonded area on all mating surfaces. Use a joint compound suitable for the materials used in the connection. Repair painted/coated surface to original condition after completing the connection.

108-3.6 Bare counterpoise wire installation for lightning protection and grounding. If shown on the plans or included in the job specifications, bare solid #6 AWG copper counterpoise wire shall be installed for lightning protection of the underground cables. The RPR shall select one of two methods of lightning protection for the airfield lighting circuit based upon sound engineering practice and lightning strike density.

a. Equipotential. The counterpoise size is as shown on the plans. The equipotential method is applicable to all airfield lighting systems, i.e. runway, taxiway, apron – touchdown zone, centerline, edge, threshold and approach lighting systems. The equipotential method is also successfully applied to provide lightning protection for power, signal and communication systems. The light bases, counterpoise, etc – all components - are bonded together and bonded to the vault power system ground loop/electrode.

Counterpoise wire shall be installed in the same trench for the entire length of buried cable, conduits and duct banks that are installed to contain airfield cables. The counterpoise is centered over the cable/conduit/duct to be protected.

The counterpoise conductor shall be installed at no less than 8 inches (200 mm) minimum or 12 inches (300 mm) maximum above the raceway or cable to be protected, except as permitted below:

(1) The minimum counterpoise conductor height above the raceway or cable to be protected shall be permitted to be adjusted subject to coordination with the airfield lighting and pavement designs.

(2) The counterpoise conductor height above the protected raceway(s) or cable(s) shall be calculated to ensure that the raceway or cable is within a 45-degree area of protection, (45 degrees on each side of vertical creating a 90-degree angle).

The counterpoise conductor shall be bonded to each metallic light base, mounting stake, and metallic airfield lighting component.

All metallic airfield lighting components in the field circuit on the output side of the constant current regulator (CCR) or other power source shall be bonded to the airfield lighting counterpoise system.

All components rise and fall at the same potential; with no potential difference, no damaging arcing and no damaging current flow.

See AC 150/5340-30, Design and Installation Details for Airport Visual Aids and NFPA 780, Standard for the Installation of Lightning Protection Systems, Chapter 11, for a detailed description of the Equipotential Method of lightning protection.

Reference FAA STD-019E, Lightning and Surge Protection, Grounding Bonding and Shielding Requirements for Facilities and Electronic Equipment, Part 4.1.1.7.

c. Common Installation requirements. When a metallic light base is used, the grounding electrode shall be bonded to the metallic light base or mounting stake with a No. 6 AWG bare, annealed or soft drawn, solid copper conductor.

When a nonmetallic light base is used, the grounding electrode shall be bonded to the metallic light fixture or metallic base plate with a No. 6 AWG bare, annealed or soft drawn, solid copper conductor. **]**

Grounding electrodes may be rods, ground dissipation plates, radials, or other electrodes listed in the NFPA 70 (NEC) or NFPA 780.

Where raceway is installed by the directional bore, jack and bore, or other drilling method, the counterpoise conductor shall be permitted to be installed concurrently with the directional bore, jack and bore, or other drilling method raceway, external to the raceway or sleeve.

The counterpoise wire shall also be exothermically welded to ground rods installed as shown on the plans but not more than 500 feet (150 m) apart around the entire circuit. The counterpoise system shall be continuous and terminate at the transformer vault or at the power source. It shall be securely attached to the vault or equipment external ground ring or other made electrode-grounding system. The connections shall be made as shown on the plans and in the specifications.

Where an existing airfield lighting system is being extended or modified, the new counterpoise conductors shall be interconnected to existing counterpoise conductors at each intersection of the new and existing airfield lighting counterpoise systems.

d. Parallel Voltage Systems. Provide grounding and bonding in accordance with NFPA 70, National Electrical Code.

108-3.7 Counterpoise installation above multiple conduits and duct banks. Counterpoise wires shall be installed above multiple conduits/duct banks for airfield lighting cables, with the intent being to provide a complete area of protection over the airfield lighting cables. When multiple conduits and/or duct banks for airfield cable are installed in the same trench, the number and location of counterpoise wires above the conduits shall be adequate to provide a complete area of protection measured 45 degrees each side of vertical.

Where duct banks pass under pavement to be constructed in the project, the counterpoise shall be placed above the duct bank. Reference details on the construction plans.

108-3.8 Counterpoise installation at existing duct banks. When airfield lighting cables are indicated on the plans to be routed through existing duct banks, the new counterpoise wiring shall be terminated at ground rods at each end of the existing duct bank where the cables being protected enter and exit the duct bank. The new counterpoise conductor shall be bonded to the existing counterpoise system.

108-3.9 Exothermic bonding. Bonding of counterpoise wire shall be by the exothermic welding process or equivalent method accepted by the RPR. Only personnel experienced in and regularly engaged in this type of work shall make these connections.

Contractor shall demonstrate to the satisfaction of the RPR, the welding kits, materials and procedures to be used for welded connections prior to any installations in the field. The installations shall comply with the manufacturer's recommendations and the following:

a. All slag shall be removed from welds.

b. Using an exothermic weld to bond the counterpoise to a lug on a galvanized light base is not recommended unless the base has been specially modified. Consult the manufacturer's installation directions for proper methods of bonding copper wire to the light base. See AC 150/5340-30 for galvanized light base exception.

c. If called for in the plans, all buried copper and weld material at weld connections shall be thoroughly coated with 6 mm of 3M™ Scotchkote™, or approved equivalent, or coated with coal tar Bitumastic® material to prevent surface exposure to corrosive soil or moisture.

108-3.10 Testing. The Contractor shall furnish all necessary equipment and appliances for testing the airport electrical systems and underground cable circuits before and after installation. The Contractor shall perform all tests in the presence of the RPR. The Contractor shall demonstrate the electrical characteristics to the satisfaction of the RPR. All costs for testing are incidental to the respective item being tested. For phased projects, the tests must be completed by phase. The Contractor must maintain the test results throughout the entire project as well as during the warranty period that meet the following:

a. Earth resistance testing methods shall be submitted to the RPR for approval. Earth resistance testing results shall be recorded on an approved form and testing shall be performed in the presence of the RPR. All such testing shall be at the sole expense of the Contractor.

b. Should the counterpoise or ground grid conductors be damaged or suspected of being damaged by construction activities the Contractor shall test the conductors for continuity with a low resistance ohmmeter. The conductors shall be isolated such that no parallel path exists and tested for continuity. The RPR shall approve of the test method selected. All such testing shall be at the sole expense of the Contractor.

After installation, the Contractor shall test and demonstrate to the satisfaction of the RPR the following:

c. That all affected lighting power and control circuits (existing and new) are continuous and free from short circuits.

d. That all affected circuits (existing and new) are free from unspecified grounds.

e. That the insulation resistance to ground of all new non-grounded high voltage series circuits or cable segments is not less than 100 megohms. Verify continuity of all series airfield lighting circuits prior to energization.

f. That the insulation resistance to ground of all new non-grounded conductors of new multiple circuits or circuit segments is not less than 100 megohms.

g. That all affected circuits (existing and new) are properly connected per applicable wiring diagrams.

h. That all affected circuits (existing and new) are operable. Tests shall be conducted that include operating each control not less than 10 times and the continuous operation of each lighting and power circuit for not less than 1/2 hour.

i. That the impedance to ground of each ground rod does not exceed 25 ohms prior to establishing connections to other ground electrodes. The fall-of-potential ground impedance test shall be used, as

described by American National Standards Institute/Institute of Electrical and Electronic Engineers (ANSI/IEEE) Standard 81, to verify this requirement. As an alternate, clamp-on style ground impedance test meters may be used to satisfy the impedance testing requirement. Test equipment and its calibration sheets shall be submitted for review and approval by the RPR prior to performing the testing.

Two copies of tabulated results of all cable tests performed shall be supplied by the Contractor to the RPR. Where connecting new cable to existing cable, insulation resistance tests shall be performed on the new cable prior to connection to the existing circuit.

There are no approved "repair" procedures for items that have failed testing other than complete replacement.

METHOD OF MEASUREMENT

108-4.1 Trenching shall be measured by the linear feet of trench, including the excavation, backfill, and restoration, completed, measured as excavated, and accepted as satisfactory. When specified, separate measurements shall be made for trenches of various specified widths.

The cost of all excavation, backfill, dewatering and restoration regardless of the type of material encountered shall be included in the unit price bid for the work.

108-4.2 Cable or counterpoise wire installed in trench, duct bank or conduit shall be measured by the number of linear feet (meters) installed and grounding connectors, and trench marking tape ready for operation, and accepted as satisfactory. Separate measurements shall be made for each cable or counterpoise wire installed in trench, duct bank or conduit. The measurement for this item shall include additional quantities required for slack.

108-4.3 No separate payment will be made for ground rods.

BASIS OF PAYMENT

108-5.1 Payment will be made at the contract unit price for trenching, cable and bare counterpoise wire installed in trench (direct buried), or cable and equipment ground installed in duct bank or conduit, in place by the Contractor and accepted by the RPR. This price shall be full compensation for furnishing all materials and for all preparation and installation of these materials, and for all labor, equipment, tools, and incidentals, including ground rods and ground connectors and trench marking tape, necessary to complete this item.

Payment shall be made under:

Item L-108-5.1	Trenching for Direct Burial Conductors, 18-inch minimum depth – per Linear Foot
Item L-108-5.2	No 8 AWG 5kv, L-824 Type C Cable, Direct Burial - per linear Foot
Item L-108-5.3	No 6 AWG Solid Bare Copper Counterpoise wire, installed in trench above the 5kv conductors and 600V conductors, including connections/terminations – per linear foot
Item L-108-5.4	No 8 AWG 600-volt conductor, installed in trench or duct bank - per linear foot
Item L-108-5.5	No 6 AWG 600-volt conductor, installed in trench or duct bank - per linear foot
Item L-108-5.6	No 2 AWG 600-volt conductor, installed in trench or duct bank - per linear foot

END OF ITEM L-108

AIRPORT TRANSFORMER VAULT AND VAULT EQUIPMENT

DESCRIPTION

109-1.1 Modify the existing vault per the drawing.

EQUIPMENT AND MATERIALS

109-2.1 General.

a. Airport lighting equipment and materials covered by advisory circulars (AC) shall be certified in AC 150/5345-53, Airport Lighting Equipment Certification Program (ALECP) and listed in the ALECP Addendum.

b. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the RPR.

c. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications. Materials supplied and/or installed that do not comply with these specifications shall be removed (when directed by the RPR) and replaced with materials that comply with these specifications at the Contractor's cost.

d. All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete any non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment to which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in the project that may accrue directly or indirectly from late submissions or resubmissions of submittals.

e. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be provided in electronic pdf format, tabbed by specification section. The RPR reserves the right to reject any and all equipment, materials or procedures that do not meet the system design and the standards and codes, specified in this document.

f. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

MODIFICATION OF VAULT

109-3.1 See Contract Drawings

AIRPORT TRANSFORMER VAULT AND VAULT EQUIPMENT

CONSTRUCTION METHODS

METHOD OF MEASUREMENT

109-6.1 The vault modifications shall be measured one time per lump sum.

BASIS OF PAYMENT

109-7.1 Payment will be made at the contract unit price per lump sum for completed and accepted vault or prefabricated metal housing equipment installation. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item L-109-7.1	Modification of Existing Airport Transformer Vault, Per lump sum

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-3	Specification for L-821, Panels for Remote Control of Airport Lighting
AC 150/5345-5	Circuit Selector Switch
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-10	Specification for Constant Current Regulators and Regulator Monitors
AC 150/5345-13	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
AC 150/5345-49	Specification L-854, Radio Control Equipment;
AC 150/5345-53	Airport Lighting Equipment Certification Program

American National Standards Institute / Insulated Cable Engineers Association (ANSI/ICEA)

ANSI/ICEA S-85-625	Standard for Telecommunications Cable Aircore, Polyolefin Insulated, Copper Conductor Technical Requirements

ASTM International (ASTM)

ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM C62	Standard Specification for Building Brick (Solid Masonry Units Made from Clay or Shale)
ASTM C90	Standard Specification for Loadbearing Concrete Masonry Units
ASTM D2823	Standard Specification for Asphalt Roof Coatings, Asbestos Containing

ASTM D4479	Standard Specification for Asphalt Roof Coatings – Asbestos-Free

Commercial Item Description (CID)

A-A 59544	Cable and Wire, Electrical (Power, Fixed Installation)
	Institute of Electrical and Electronic Engineers (IEEE)
IEEE 1584	Guide for Performing Arc-Flash Hazard Calculations

Master Painter's Institute (MPI)

MPI Reference #9	Alkyd, Exterior, Gloss (MPI Gloss Level 6)

Underwriters Laboratories (UL)

UL Standard 6	Electrical Rigid Metal Conduit – Steel
UL Standard 514B	Conduit, Tubing, and Cable Fittings
UL Standard 514C	Nonmetallic Outlet Boxes, Flush-Device Boxes, and Covers
UL Standard 651	Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings
UL Standard 651A	Type EB and A Rigid PVC Conduit and HDPE Conduit

National Fire Protection Association (NFPA)

NFPA-70	National Electrical Code (NEC)
NFPA-70E	Standard for Electrical Safety in the Workplace
NFPA-780	Standard for the Installation of Lightning Protection Systems

END OF ITEM L-109

INSTALLATION OF AIRPORT LIGHTING SYSTEMS

DESCRIPTION

125-1.1 This item shall consist of airport lighting systems furnished and installed in accordance with this specification, the referenced specifications, and the applicable advisory circulars (ACs). The systems shall be installed at the locations and in accordance with the dimensions, design, and details shown in the plans. This item shall include the furnishing of all equipment, materials, services, and incidentals necessary to place the systems in operation as completed units to the satisfaction of the RPR.

EQUIPMENT AND MATERIALS

125-2.1 General.

a. Airport lighting equipment and materials covered by Federal Aviation Administration (FAA) specifications shall be certified under the Airport Lighting Equipment Certification Program in accordance with AC 150/5345-53, current version. FAA certified airfield lighting shall be compatible with each other to perform in compliance with FAA criteria and the intended operation. If the Contractor provides equipment that does not performs as intended because of incompatibility with the system, the Contractor assumes all costs to correct the system for to operate properly.

b. Manufacturer's certifications shall not relieve the Contractor of their responsibility to provide materials in accordance with these specifications and acceptable to the RPR. Materials supplied and/or installed that do not comply with these specifications shall be removed, when directed by the RPR and replaced with materials, which do comply with these specifications, at the sole cost of the Contractor.

c. All materials and equipment used shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Clearly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be clearly made with arrows or circles (highlighting is not acceptable). The Contractor shall be responsible for delays in the project accruing directly or indirectly from late submissions or resubmissions of submittals.

d. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be submitted in electronic PDF format, tabbed by specification section. The RPR reserves the right to reject any or all equipment, materials or procedures, which, in the RPR's opinion, does not meet the system design and the standards and codes, specified herein.

e. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

All LED light fixtures, with the exception of obstruction lighting (AC 150/5345-43) must be warranted by the manufacturer for a minimum of 4 years after date of installation inclusive of all electronics." Obstruction lighting warranty is set by the individual manufacturer.

EQUIPMENT AND MATERIALS

125-2.2 Conduit/Duct. Not Required

125-2.3 Cable and Counterpoise. Cable and Counterpoise shall conform to Item L-108 Underground Power Cable for Airports.

125-2.4 Tape. Rubber and plastic electrical tapes shall be Scotch Electrical Tape Numbers 23 and 88 respectively, as manufactured by 3M Company or an approved equal.

125-2.5 Cable Connections. Cable Connections shall conform to Item L-108 Installation of Underground Cable for Airports.

125-2.6 Retroreflective Markers. Not Required

125-2.7 Runway and Taxiway Lights. Not Required

125-2.8 Runway and Taxiway Signs. Runway and Taxiway Guidance Signs should conform to the requirements of AC 150/5345-44.

Signs

Type	Size	Style	Class	Mode	Notes
L-858	2	2	1	1	Taxiway and Runway
L-858	4	2	1	1	Distance to go

125-2.9 Runway End Identifier Light (REIL). Not Required

125-2.10 Precision Approach Path Indicator (PAPI). The light units for the PAPI shall meet the requirements of AC 150/5345-28, Type: L-880, Style: A, Class: I

125-2.11 Circuit Selector Cabinet. Not Required.

125-2.12 Light Base and Transformer Housings. Light Base and Transformer Housings should conform to the requirements of AC 150/5345-42. Light bases shall be Type: L-86

125-2.13 Isolation Transformers. Isolation Transformers shall be Type L-830, size as required for each installation. Transformer shall conform to AC 150/5345-47.

INSTALLATION

125-3.1 Installation. The Contractor shall furnish, install, connect and test all equipment, accessories, conduit, cables, wires, buses, grounds and support items necessary to ensure a complete and operable airport lighting system as specified here and shown in the plans.

The equipment installation and mounting shall comply with the requirements of the National Electrical Code and state and local code agencies having jurisdiction.

The Contractor shall install the specified equipment in accordance with the applicable advisory circulars and the details shown on the plans.

125-3.2 Testing. All lights shall be fully tested by continuous operation for not less than 24 hours as a completed system prior to acceptance. The test shall include operating the constant current regulator in each step not less than 10 times at the beginning and end of the 24-hour test. The fixtures shall illuminate properly during each portion of the test.

125-3.3 Shipping and Storage. Equipment shall be shipped in suitable packing material to prevent damage during shipping. Store and maintain equipment and materials in areas protected from weather

and physical damage. Any equipment and materials, in the opinion of the RPR, damaged during construction or storage shall be replaced by the Contractor at no additional cost to the owner. Painted or galvanized surfaces that are damaged shall be repaired in accordance with the manufacturer's recommendations.

BASIS OF PAYMENT

125-5.1 Payment will be made at the Contract unit price for each complete guidance sign, precision approach path indicator installed by the Contractor and accepted by the RPR. This payment will be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools and incidentals necessary to complete this item.

Payment will be made under:

Item L-125-5.1	L-880 Four Light Unit PAPI, Style A, Class 1, per each
Item L-125-5.2	L-858 Airfield Guidance Sign, 1 module, Style 2, Size 2 on New Foundation, per each
Item L-125-5.3	L-858 Airfield Guidance Sign, 2 module, Style 2, Size 2 on New Foundation, per each
Item L-125-5.4	L-858 Airfield Guidance Sign, 3 module, Style 2, Size 2 on New Foundation, per each
Item L-125-5.5	L-858 Airfield Guidance Sign, Distance to go, 1 module Style 2, Size 4 on New Foundation, per each

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5340-18	Standards for Airport Sign Systems
AC 150/5340-26	Maintenance of Airport Visual Aid Facilities
AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-5	Circuit Selector Switch
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors
AC 150/5345-28	Precision Approach Path Indicator (PAPI) Systems
AC 150/5345-39	Specification for L-853, Runway and Taxiway Retroreflective Markers
AC 150/5345-42	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
AC 150/5345-44	Specification for Runway and Taxiway Signs
AC 150/5345-46	Specification for Runway and Taxiway Light Fixtures

AC 150/5345-47	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
AC 150/5345-51	Specification for Discharge-Type Flashing Light Equipment
AC 150/5345-53	Airport Lighting Equipment Certification Program Engineering Brief (EB)
EB No. 67	Light Sources Other than Incandescent and Xenon for Airport and Obstruction Lighting Fixtures

END OF ITEM L-125

AIRFIELD ELECTRICAL DEMOLITION

DESCRIPTION

TS-102-1.1 This item shall consist of the of the removal of existing runway and taxiway guidance signs, transformers, conductors, miscellaneous hardware such as base cans, and concrete foundations, and PAPI's. Demolition and removal of these items shall be as directed in this specification.

TS-102-1.2 **WASTE DISPOSAL.** Disposal of all material demolished or removed under these items shall be off airport property in land fills appropriate for the type of material to be disposed of as indicated in the construction documents or directed by the Engineer. The cost of disposal will not be paid for separately and shall be incidental to each item.

CONSTRUCTION METHODS

TS-102-2.1 **REMOVAL OF EXISTING AIRPORT GUIDANCE SIGNS AND PAPL'S, TRANSFORMERS, CONDUCTORS, CONDUIT, CONCRETE FOUNDATIONS, AND ALL MISCELLANEOUS ELECTRICAL ITEMS.** The Contractor shall coordinate the removal of all electrical items as shown on the plans and as necessary to permit installation of the new electrical items. All circuits being worked on shall be locked open. Any circuits not shown to be removed shall remain in service during construction. Any circuits required to remain in service during construction shall have temporary jumpers installed and securely anchored. Temporary jumpers and wiring shall be incidental to the contract.

The Contractor shall remove and dispose of all airfield guidance signs, transformers, conductors, conduit, concrete foundations, and miscellaneous electrical items as shown on the plans. The Contractor shall remove a minimum of five feet of conductor on each side of each existing guidance signs, or such length that is required to prevent interference with the installation of the new airfield guidance signs. Excavated areas shall be backfilled, compacted, and seeded to the satisfaction of the Engineer.

The Contractor shall practice reasonable care in removal of the existing airfield guidance signs to prevent unnecessary damage to the fixtures, and excessive disturbance to the airfield. All airfield guidance signs suitable for re-use and/or use for spare parts shall remain the property of the Owner and shall be disposed of on airport property as directed by the Engineer.

TS-102-2.2 **MISCELLANEOUS DEMOLITION.** The Contractor shall remove and dispose of all miscellaneous items as necessary to permit construction. Miscellaneous items are defined as all items that are not identified with a separate pay item, such as, but not limited to, structures, concrete pads, duct markers, utility valves, in-pavement light fixture cans, underground wires and conduits, gravel, traffic signs, concrete and asphalt debris or any other item that interferes with construction. Excavated areas shall be backfilled, compacted, and seeded to the satisfaction of the Engineer.

AIRFIELD ELECTRICAL DEMOLITION

METHOD OF MEASUREMENT

TS-102-3.1 **REMOVAL OF EXISTING AIRPORT GUIDANCE SIGNS.** The removal and disposal of airfield guidance signs shall be measured per each. Guidance sign removal shall include removal of the sign assembly and panels, base can, transformer, concrete foundations, associated appurtenances, electrical conductors within five feet of the sign location, and backfill of the excavated area.

TS-102-3.2 **REMOVAL OF EXISTING PAPI'S.** The removal of existing PAPI's shall be measured per each. A PAPI unit shall be defined as the complete PAPI system on one runway end, and removal and disposal shall include Light Housing Assemblies, mounting legs and hardware, control panels, concrete foundations, electrical conductors within five feet of the original location, and backfill of excavated areas.

TS-102-3.3 **MISCELLANEOUS DEMOLITION.** No separate measurements shall be made for Miscellaneous Demolition. Items included in Miscellaneous Demolition shall be considered as incidental to the Contract.

BASIS OF PAYMENT

TS-102-4.0 These prices shall be full compensation for all work and incidental necessary to complete each item of work.

TS-102-4.1 **REMOVAL OF EXISTING AIRPORT GUIDANCE SIGNS.** Payment will be made at the contract unit price per each for the removal and disposal of airport guidance signs.

TS-102-4.2 **REMOVAL OF EXISTING PAPI'S.** Payment will be made at the contract unit price per lump sum for the removal and disposal of PAPI's.

TS-102-4.2 **MISCELLANEOUS DEMOLITION.** Miscellaneous Demolition shall be considered as incidental to the Contract and no separate or additional payment shall be made for this item.

Payment will be made:

TS-102-4.1 Demolition and Removal of Airfield Guidance Signs (Sign Assembly, Base Can, Transformer, Concrete Foundation, and associated appurtenances)
– Per each

TS-102-4.2 Demolition and Removal of PAPI's (PAPI LHA's, Mounting Legs and Hardware, Base Cans, Control Panel, and Concrete Foundations)
– Per lump sum

END OF ITEM TS-102

CONSTRUCTION SAFETY/MAINTENANCE OF TRAFFIC

DESCRIPTION

TS-129-1.1 This work shall consist of implementing the construction safety plan, all temporary constructions measures and items, maintaining ground vehicle traffic during construction, preparing and implementing a traffic control plan for work on or near roadways, preparing, monitoring, and updating a construction progress schedule, preparing and implementing a Safety Plan Compliance Document, flaggers and gate attendants when required, and furnishing, placing, maintaining, and removing all safety and traffic control devices and pavement marking materials in accordance with the contract documents and as directed by the Engineer, including temporary barricades as required for safety of aircraft and contractor's work forces.

TS-129-1.2 REFERENCE SPECIFICATIONS

A. This work shall conform to applicable portions of FAA Advisory Circular 150/5370-2G, and the Safety and Phasing Plans in the construction documents.
B. FAA AC 150/5200-18C, Airport Safety Self-Inspection
C. FAA AC 150/5210-5D, Painting, Marking and Lighting of Vehicles Used on an Airport
D. All traffic control items shall conform to the standards described in the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD).

Copies of these documents are not included in the specifications, but can be found on the internet at:
https://www.faa.gov/
https://mutcd.fhwa.dot.gov/

CONTRACTOR SAFETY AND SECURITY OFFICER

TS-129-2.1 CONTRACTOR SAFETY AND SECURITY OFFICER (CSSO). The Contractor shall appoint its on-site Construction Superintendent or other qualified individual(s) as its duly authorized representative to serve as Contractor Safety and Security Officer (CSSO) for the duration of the Contract. The CSSO shall thoroughly understand the safety and security requirements of the Contract, the necessity for them and shall have sufficient authority to implement its provisions without significant deviation. The Contractor shall notify the Engineer in writing of the name of the individual(s) selected for the assignment.

The CSSO shall represent the Contractor on safety and security requirements compliance. The CSSO shall be especially knowledgeable regarding the requirements of FAA AC's 150/5200-18, Airport Self Inspection Guide and 150/5370-2 Operational Safety on Airports During Construction, latest edition.

TS-129-2.2 RESPONSIBILITIES OF THE CONTRACTOR SAFETY AND SECURITY OFFICER. Prior to the desired date for commencement of any work on the project, the CSSO shall accomplish the following:

Develop, submit, and implement a Safety Plan Compliance Document (SPCD) to the airport operator describing how the contractor's SPCD will comply with the requirements of the CSPP and supplying any details that could not be determined before contract award. The SPCD must include a certification statement by the contractor that indicates it understands the operational safety requirements of the CSPP and it asserts it will not deviate from the approved CSPP and SPCD unless written approval is granted by the airport operator. Any construction practice proposed by the contractor that does not conform to the CSPP and SPCD may impact the airport's operational safety and will require a revision to the CSPP and SPCD and re-coordination with the airport operator and the FAA in advance.

The Safety Plan Compliance Document (SPCD) shall include a general statement by the construction contractor that he/she has read and will abide by the CSPP. In addition, the SPCD must include all supplemental information that could not be included in the CSPP prior to the contract award. The contractor statement should include the name of the contractor, the title of the project CSPP, the approval date of the CSPP, and a reference to any supplemental information (that is, "I , Name of Contractor , have read the Title of Project CSPP, approved on Date , and will abide by it as written and with the following additions as noted:"). The supplemental information in the SPCD should be written to match the format of the CSPP indicating each subject by corresponding CSPP subject number and title. If no supplemental information is necessary for any specific subject, the statement, "No supplemental information," should be written after the corresponding subject title. The SPCD should not duplicate information in the CSPP, but shall address the items outlined in FAA AC 150/5370-2G.

PRODUCTS

TS-129-3.1 ROADWAY TRAFFIC CONTROL & SAFETY DEVICES. Traffic control and safety devices approved for use shall be of the type shown on the Construction Safety Plan Details and MUTCD.

TS-129-3.2 ROADWAY CONSTRUCTION SIGNAGE. The Contractor shall furnish all construction guide signage which shall be in accordance with Section 6 of the MUTCD latest edition.

TS-129-3.3 LOW PROFILE BARRICADES. The Contractor shall provide Airport Type I Barricades: 8 feet long by 10 inches high, high impact, UV- resistant polyethylene water ballast multi-barrier, low profile safety barricade for airport use. The portable water ballast barricade must be designed to delineate construction zones on airfield pavements from active Air Operation Areas, in accordance with FAA AC 150/5370-2G. Barricades are to be provided in equal number of alternating colors orange and white. 6-inch by 6-inch long plastic reflective shall be applied in diagonal orange and white stripes to each side of the barricades. The barricades must be constructed of resiliently deformable and non-conductive material. The barricades must be modular to assemble and disassemble and capable of maintaining a continuous and drainable enclosure for the water ballast. Each barricade shall not weigh more than 30 pounds when empty, and 350 pounds when filled with water. Barricades shall have both FAA approved red lens flashing lights and FAA orange and white flags. The Contractor will retain ownership of the barricades after construction.

TS-129-3.4 VEHICLE IDENTIFICATION. All construction equipment and vehicles operating inside the airfield shall be marked/flagged for high daytime visibility and lighted for nighttime operations in accordance with FAA AC 150/5370-2G and 150/5210-5D.

TS-129-3.5 PORTABLE VHF TRANSCEIVERS. The Contractor shall provide at least 2 Portable VHF Transceivers for the project, 1 for their own use during construction and 1 for the Engineer's use during construction, both of which shall be retained by the Contractor at the project conclusion. Portable Battery Powered VHF Transceivers (Unicom Radios) shall be provided for communications between the Contractor and Air Traffic, or monitoring air traffic as required. Portable VHF Transceivers shall be ICOM-IC-A14 or approved equal and shall meet the following requirements:

Frequency Coverage	118.000-136.975 MHz
Channel Spacing	25 kHz
No. of Memory Channels	200 (minimum)
Power Supply	7.4V DC (battery)
Output Power	5.0 W (minimum)
Squelch Sensitivity	AM Less Than 0dBμ FM Less Than -5dBμ COM -6dBμ
Approximate Dimensions / Weight	2"W x 5"H x 7"D / 15 oz

It is recommended that the following accessories accompany the Portable VHF Transceiver: 1) BP-232N Battery Pack 7.4V/2000mAh Li-Ion Battery Pack for approximately 18 hours of operating time (one battery pack per radio), 2) BC-179 Battery Charger with BC-174 AC Adapter (one battery charger per radio), and 3) CP-22 Power Supply Cable (i.e., cigarette lighter power supply) (one power supply cable per radio).

TS-129-3.6 PORTABLE LIGHTED RUNWAY CLOSURE MARKERS. The Contractor shall provide the portable lighted runway closure markers. The Contractor shall provide the fuel, labor, and incidentals necessary to move, set-up, operate, maintain, and remove the markers as necessary for construction. Note that these markers will only be necessary when the runway is closed for construction on or near the runway, or in the event an underground cable is cut affecting the runway operation. The Contractor will retain ownership of the portable lighted runway closure markers after construction.

TS-129-3.7 PORTABLE TAXIWAY CLOSURE MARKERS. The Contractor shall provide the portable taxiway closure markers. The Contractor shall provide the material, labor, and incidentals necessary to move, set-up, maintain, and remove the markers as necessary for construction. The Contractor will retain ownership of the portable taxiway closure markers after construction.

GENERAL

TS-129-4.1 The Contractor shall prepare a Safety Plan Compliance Document (SPCD) for this project, and submit to the Engineer for review and acceptance. The Contractor shall install airfield safety devices at the required construction phasing times, and adhere to the Construction Safety and Phasing Plan (CSPP) in the plans and the Contractor's SPCD.

TS-129-4.2 Traffic control, safety devices, vehicle identification, and construction guide signage shall be installed and maintained by the Contractor for the duration of construction and removed upon completion of construction.

TS-129-4.3 Install low profile barricades at all locations shown on the drawings and where directed by Engineer. Generally, barricades shall be placed end to end with no gaps except one 12-foot wide gap for construction vehicles is allowed near one edge of the pavement closure area. Anchor barricades and markers with sandbags or other methods approved by Engineer. Maintain barricades, and markers, until removal is directed by Engineer. The barricade lights shall be checked daily to ensure that flashers are operational. Replace all improperly operating lights as required. Remove barricades and markers as directed by Engineer. Repair any damage to pavement or surrounding area caused by markers or barricades.

TS-129-4.4 Flaggers and Gate Monitors.

A. Flaggers shall be provided when necessary during the prosecution of work to monitor the Airport's UNICOM frequency, and direct and control construction equipment and personnel to a pre-established setback distance for safe passage of aircraft through work zones (if approved by the RPR). The flaggers shall attend airport safety and operation training at the airport, and shall demonstrate knowledge and competence in being allowed to serve as flagmen.

B. When necessary, the Contractor shall provide competent employees to monitor or guard the construction entrance to the airfield to prevent unauthorized access to the airfield. This will only be necessary when the gate is not closed and locked such as times of heavy truck ingress and egress.

TS-129-4.5 PORTABLE LIGHTED RUNWAY CLOSURE MARKERS.

A. The portable lighted runway closure markers shall be utilized in accordance with FAA Advisory Circular 150/5340-1M (or latest revision) and 150/5370-2G (or latest revision), and in accordance with the Construction Safety Plan located in the Contract Drawings.

B. Maintain the markers until removal is directed by Engineer. The fuel and oil shall be checked prior to operating, daily during operations, and re-fueled when completed with its use.

C. Maintain the markers until removal is directed by Engineer. The lights shall be checked daily to ensure that they are operational. Replace all improperly operating lights immediately.

TS-129-4.6 PORTABLE TAXIWAY CLOSURE MARKERS.

A. The portable taxiway closure markers shall be utilized in accordance with FAA Advisory Circular 150/5340-1M (or latest revision) and 150/5370-2G (or latest revision), and in accordance with the Construction Safety Plan located in the Contract Drawings.

B. Maintain the markers until removal is directed by Engineer.

TS-129-4.7 Temporary Utilities. Contractor shall provide temporary utilities as necessary to fulfill the phasing and construction requirements including but not limited to drainage, water, sanitary sewer, communications, airfield lighting and signage, and power shall be constructed in accordance with the plans and shall be placed in accordance with the phasing plans and phasing notes drawings.

METHOD OF MEASUREMENT

TS-129-4.1 The implementation of the safety plan and utilization of safety and traffic control devices will be measured by the lump sum one time only for this work which consist of implementing the construction safety plan, all temporary constructions measures and items, maintaining ground vehicle traffic during construction, preparing and implementing a Safety Plan Compliance Document, and furnishing, placing, maintaining, and removing all safety and traffic control devices and pavement marking materials in accordance with the contract documents and as directed by the Engineer, including temporary barricades as required for safety of aircraft and contractor's work forces.

BASIS OF PAYMENT

TS-129-5.1 Payment shall be made at the contract unit price per lump sum, which price and payment shall be full compensation for furnishing, placing, maintaining, and removing all material and for all labor, equipment, tools, and incidentals necessary to complete the work in this item. Any work required that is not provided for payment in any other section, shall be considered as paid for under this item (i.e.,

job site security, etc.).

Payment will be made under:

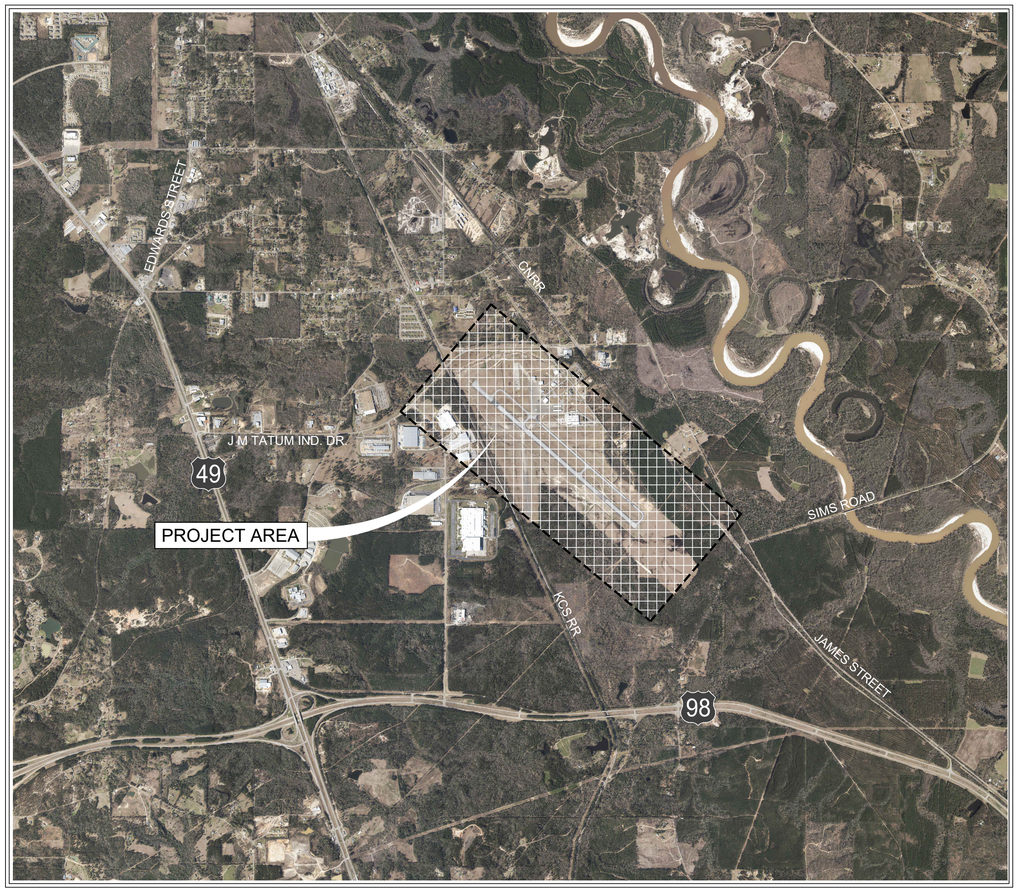
Item TS-129-5.1 Implementation of Construction Safety Plan per lump sum

END OF TS-129

REPLACE PRECISION APPROACH PATH INDICATORS (PAPI), RUNWAY 13/31 & REPLACE GUIDANCE SIGNS, RUNWAY 13/31

PROJECT NUMBERS: AIP IIJA 3-28-0031-034-2025 & AIP 3-28-0031-035-2025

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY



VICINITY MAP
NTS

LAT. = 31.26918
LONG. = -89.25343

NOTE
INDICATES APPROXIMATE LOCATION OF PROJECT

MAYOR
TOBY BARKER

CHIEF ADMIN. OFFICER
ANN JONES

ENGINEERING DIRECTOR
MARYBETH BERGIN, P.E.

COUNCIL MEMBERS

JEFFREY GEORGE	WARD 1
DEBORAH D. DELGADO	WARD 2
CARTER CARROLL	WARD 3
DAVE WARE	WARD 4
NICHOLAS BROWN	WARD 5

PREPARED BY :
NEEL-SCHAFFER
Solutions you can build upon

THOMAS C. HENDERSON
REGISTERED PROFESSIONAL ENGINEER
14226
STATE OF MISSISSIPPI

THOMAS HENDERSON, P.E.
MISSISSIPPI LICENSE NO. 14226
AVAIATION LEAD/ENGINEER OF RECORD

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SUMMARY OF QUANTITIES

BASE BID

PAY ITEM	DESCRIPTION	QUANTITY	UNIT
C–105–6.1	MOBILIZATION	1	LS
P–101–5.1	FULL DEPTH PAVEMENT REMOVAL	120	SY
P–208–4.1	AGGREGATE BASE COURSE	120	SY
T–901–5.1	SEEDING	21	MSF
T–908–5.1	MULCHING	21	MSF
L–108–5.1	TRENCHING FOR DIRECT BURIAL CONDUCTORS, 18 INCH MINIMUM DEPTH	3,400	LF
L–108–5.3	NO. 6 AWG SOLID BARE COPPER COUNTERPOISE WIRE, INSTALLED IN TRENCH ABOVE THE 5KV CONDUCTORS, INCLUDING CONNECTIONS/TERMINATIONS	3,250	LF
L–108–5.4	NO. 8 AWG 600 VOLT CONDUCTOR, INSTALLED IN TRENCH OR DUCT BANK	5,150	LF
L–108–5.5	NO. 6 AWG 600 VOLT CONDUCTOR, INSTALLED IN TRENCH OR DUCT BANK	1,900	LF
L–108–5.5	NO. 2 AWG 600 VOLT CONDUCTOR, INSTALLED IN TRENCH OR DUCT BANK	8,400	LF
L–109–7.1	MODIFICATION OF EXISTING AIRPORT TRANSFORMER VAULT	1	LS
L–125–5.1	L–880, FOUR LIGHT UNIT PAPI, STYLE A, CLASS 1	2	EA
TS–102–4.1	DEMOLITION AND REMOVAL OF PAPI'S (PAPI LHA'S, MOUNTING LEGS AND HARDWARE, BASE CANS, CONTROL PANEL, AND CONCRETE FOUNDATIONS)	1	LS
TS–129–5.1	IMPLEMENTATION OF CONSTRUCTION SAFETY PLAN	1	LS

ADD ALTERNATE NO. 1

PAY ITEM	DESCRIPTION	QUANTITY	UNIT
C–105–6.1	MOBILIZATION	1	LS
T–901–5.1	SEEDING	20	MSF
T–908–5.1	MULCHING	20	MSF
L–108–5.1	TRENCHING FOR DIRECT BURIAL CONDUCTORS, 18 INCH MINIMUM DEPTH	2,200	LF
L–108–5.2	NO. 8 AWG 5KV, L–824 TYPE C CABLE, DIRECT BURIAL	4,200	LF
L–108–5.3	NO. 6 AWG SOLID BARE COPPER COUNTERPOISE WIRE, INSTALLED IN TRENCH ABOVE THE 5KV CONDUCTORS, INCLUDING CONNECTIONS/TERMINATIONS	2,200	LF
L–125–5.2	L–858 AIRFIELD GUIDANCE SIGN, 1 MODULE, STYLE 2, SIZE 2, ON NEW FOUNDATION	7	EA
L–125–5.3	L–858 AIRFIELD GUIDANCE SIGN, 2 MODULE, STYLE 2, SIZE 2, ON NEW FOUNDATION	14	EA
L–125–5.4	L–858 AIRFIELD GUIDANCE SIGN, 3 MODULE, STYLE 2, SIZE 2, ON NEW FOUNDATION	4	EA
L–125–5.5	L–858 AIRFIELD GUIDANCE SIGN, 1 MODULE, STYLE 2, SIZE 4, ON NEW FOUNDATION	5	EA
TS–102–4.1	DEMOLITION AND REMOVAL OF PAPI'S (PAPI LHA'S, MOUNTING LEGS AND HARDWARE, BASE CANS, CONTROL PANEL, AND CONCRETE FOUNDATIONS)	24	EA
TS–125–5.1	IMPLEMENTATION OF CONSTRUCTION SAFETY PLAN	1	LS

DRAWING NO.	WORKING NO.	DRAWING TITLE
0	G1.0	Cover
1	G2.0	Index & Summary of Quantities
2	G3.0	General Notes
3	G4.0	Overall Project Layout
4	G6.1	Safety & Phasing Notes
5	G6.3	Phase 1 – Safety & Phasing Plan
6	G6.4	Phase 2 – Safety & Phasing Plan
7	G6.5	Phase 3 – Safety & Phasing Plan
8	G6.7	Safety and Phasing Schedule
9	G6.8	Safety & Phasing Details
10	E1.0	Electrical Legend
11	E2.1	Overall Electrical Demolition Layout
12	E2.2	Electrical Demo (1 of 5)
13	E2.3	Electrical Demo (2 of 5)
14	E2.4	Electrical Demo (3 of 5)
15	E2.5	Electrical Demo (4 of 5)
16	E2.6	Electrical Demo (5 of 5)
17	E3.1	Overall Electrical Layout
18	E3.2	Electrical Layout (1 of 5)
19	E3.3	Electrical Layout (2 of 5)
20	E3.4	Electrical Layout (3 of 5)
21	E3.5	Electrical Layout (4 of 5)
22	E3.6	Electrical Layout (5 of 5)
23	E4.1	Airport Guidance Sign Layout
24	E5.1	Electrical Vault Modifications
25	E5.2	Electrical Details (1 of 3)
26	E5.3	Electrical Details (2 of 3)
27	E5.4	Electrical Details (3 of 3)
28	E6.0	PAPI Mounting Plans and Foundation Details

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			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N–S PROJECT NO.:	
FILENAME: Index,Quan,GN.dwg	
SCALE: NTS	
SURVEYED BY: N/A	
DSGN: TCH	DATE: 2/2025
DRWN: LAL	DATE: 2/2025
CHKD: TCH	DATE: 2/2025
QA/QC: MWE	DATE:

REPLACE PRECISION APPROACH PATH INDICATORS (PAPI), RUNWAY 13/31
& REPLACE GUIDANCE SIGNS, RUNWAY 13/31

PROJECT NUMBERS:
AIP IIJA 3-28-0031-2025 & AIP 3-28-0031-035-2025

PRELIMINARY
NOT FOR
CONSTRUCTION

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INDEX AND SUMMARY OF QUANTITIES

WORKING NUMBER:	DRAWING NUMBER:
G2.0	1

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GENERAL NOTES

1) THE ENGINEER MAY MAKE MINOR ELEVATION OR DIMENSIONAL ADJUSTMENTS TO THE WORK DURING CONSTRUCTION SHOULD SUCH ADJUSTMENTS BE NECESSARY TO BETTER FIT THE WORK TO FIELD CONDITIONS.

2) COORDINATES ARE BASED ON STATE PLANE COORDINATE SYSTEM NAD83, MISSISSIPPI ZONE EAST. ELEVATIONS ARE BASED ON NAVD 88.

3) THE CONTRACTOR SHALL PREPARE AND SUBMIT A PROPOSED SEQUENCE OF CONSTRUCTION AND A QUALITY CONTROL PROGRAM TO THE ENGINEER FOR REVIEW AT LEAST TEN (10) CALENDAR DAYS PRIOR TO THE PRECONSTRUCTION MEETING. THE SEQUENCE OF CONSTRUCTION SHALL CORRELATE WITH THE ITEMS OF WORK DETAILED IN THE PROJECT PROPOSAL FORM. THE QUALITY CONTROL PROGRAM SHALL BE IN ACCORDANCE WITH THE SECTION ENTITLED "CONTRACTOR QUALITY CONTROL PROGRAM."

4) SUBMITTAL OF A BID WILL SERVE AS AN INDICATION THAT THE CONTRACTOR FULLY UNDERSTANDS THE SCOPE OF WORK TO BE ACCOMPLISHED AND THE PAYMENT PROVISIONS THAT HAVE BEEN ESTABLISHED.

5) REFERENCE IS MADE TO THE FAA ADVISORY CIRCULAR 150/5370-2G, "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION." THE PROJECT SAFETY REQUIREMENTS SET FORTH HEREIN WERE DERIVED FROM THIS ADVISORY CIRCULAR, AS APPLIED TO THE PROPOSED CONSTRUCTION; HOWEVER, THE CONTRACTOR SHALL REMAIN RESPONSIBLE FOR CONFORMANCE WITH ALL FAA REGULATIONS PERTINENT TO THE WORK. IN THE EVENT OF ANY CONFLICT BETWEEN THE GENERAL CONDITIONS AND PROJECT SAFETY REQUIREMENTS, THE PROJECT SAFETY REQUIREMENTS SHALL GOVERN. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROJECT SAFETY REQUIREMENTS AND FAA REGULATIONS, THE FAA REGULATIONS SHALL GOVERN.

6) THE CONTRACTOR IS NOT TO DISTURB CONTROL POINTS IN ANY MANNER UNLESS DIRECTED TO DO SO BY THE ENGINEER.

7) THE CONTRACTOR SHALL MAINTAIN SECURITY ABOUT THE PROJECT SITE AT ALL TIMES DURING WORKING HOURS. DURING NON-WORKING HOURS, THE SITE SHALL BE SECURED TO THE SATISFACTION OF AIRPORT OPERATIONS.

8) IN ALL INSTANCES, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGES DONE TO ALL UNDERGROUND FACILITIES SUCH AS, BUT NOT LIMITED TO ELECTRICAL CONDUIT, PERFORATED PIPES, GAS LINES, WATER LINES, CULVERT PIPE, AND DRAINAGE STRUCTURES NOT SPECIFICALLY BEING MODIFIED WITHIN THE SCOPE OF THIS PROJECT. IF ANY SERVICE IS DAMAGED, IT SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER, AND IF DEEMED NECESSARY BY THE ENGINEER, BE REPAIRED IMMEDIATELY. THE COST OF THE REPAIR AND OTHER COST ARISING FROM THE DAMAGE SHALL BE ABSORBED ENTIRELY BY THE CONTRACTOR, WITH NO COST CHARGED TO THE AIRPORT.

9) THE BIDDER IS EXPECTED TO CAREFULLY EXAMINE THE SITE, BID PROPOSAL, PLANS AND SPECIFICATIONS, AND CONTRACT.

10) ALL DISTURBED AREAS OUTSIDE THE PROJECT PAY LIMITS SHALL BE RE-SEEDED AND RESTORED TO ITS ORIGINAL CONDITION BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.

11) THE CONTRACTOR SHALL COORDINATE ALL ACTIVITIES WITH ALL OTHER CONTRACTORS AT THE AIRPORT. COORDINATION EFFORTS, DELAYS, OR ANY OTHER IMPACTS THAT MAY OCCUR SHALL NOT BE CAUSE FOR CLAIM AND ARE NOT REIMBURSABLE.

12) FOR THE PURPOSE OF THESE CONTRACT DOCUMENTS THE TERM AIRCRAFT OPERATIONS SHALL MEAN ANY AREA OF THE AIRPORT USED OR INTENDED TO BE USED FOR THE LANDING, TAKEOFF, OR SURFACE MANEUVERING OF AIRCRAFT. AN AIR OPERATION AREA SHALL INCLUDE SUCH PAVED OR UNPAVED AREAS THAT ARE USED OR INTENDED TO BE USED FOR THE UNOBSTRUCTED MOVEMENT OF AIRCRAFT IN ADDITION TO ITS ASSOCIATED RUNWAY, TAXIWAY, OR APRON.

HAUL ROUTES AND MATERIAL STORAGE

1) THE CONTRACTOR SHALL NOT CROSS ANY ACTIVE RUNWAY, TAXIWAY, OR APRON WITHOUT ESTABLISHING COORDINATION WITH THE AIRPORT OWNER THROUGH THE ENGINEER'S RESIDENT PROJECT REPRESENTATIVE (RPR).

2) THE CONTRACTOR'S HAUL ROUTE SHALL NOT INCLUDE ANY ACTIVE RUNWAY OR ACTIVE TAXIWAY NOR CROSS INTO ANY ACTIVE RUNWAY OR TAXIWAY SAFETY AREA, ACTIVE RUNWAY, OR ACTIVE TAXIWAY WITHOUT ESTABLISHING COORDINATION WITH THE ENGINEER AND WITHOUT PERMISSION FROM **ATCT**.

3) USE AND LOCATION OF HAUL ROUTES WILL BE DISCUSSED AT THE PRECONSTRUCTION CONFERENCE. **PROPOSED HAUL ROUTES ARE ALSO SHOWN ON THE SAFETY AND PHASING PLAN DRAWINGS.**

4) ANY STRUCTURE (I.E., BUILDING, PAVEMENT, GROUND AREAS, &/ OR PAVEMENT MARKINGS, ETC.) DAMAGED BY HAULING OPERATIONS ASSOCIATED WITH THIS PROJECT, WHETHER LOCATED ON AIRPORT PROPERTY OR NOT, SHALL BE REPAIRED OR RESTORED TO A PRE-CONSTRUCTION CONDITION SATISFACTORY TO THE OWNER (OF SUCH STRUCTURE) AND THE ENGINEER AT NO COST TO THE OWNER OF SAID STRUCTURE. NO SEPARATE PAYMENT SHALL BE MADE FOR THIS WORK.

5) THE CONTRACTOR SHALL NOT STORE MATERIALS OR PARK EQUIPMENT IN ANY AREAS NOT CLOSED TO AIRCRAFT, UNLESS OTHERWISE DIRECTED BY THE OWNER AND/OR THE ENGINEER. MATERIAL OR EQUIPMENT IN USE IN AIR OPERATIONS AREAS MUST BE STORED OR PARKED IN SUCH A MANNER AS WILL ALLOW IMMEDIATE REMOVAL AS NEEDED TO ACCOMMODATE AIRCRAFT OPERATIONS.

6) RUNWAYS, TAXIWAYS, AND APRONS CLOSED TEMPORARILY TO ALLOW THE PASSAGE OF CONSTRUCTION TRAFFIC SHALL BE KEPT FREE OF ALL DEBRIS (I.E., SOIL, GRAVEL, BOLTS, NUTS, ETC.) AT ALL TIMES. ANY ACCIDENTAL SPILLAGE OF ANY SUCH MATERIALS SHALL BE CLEANED UP BY THE CONTRACTOR BY MEANS OF AN APPROVED METHOD BEFORE THE RUNWAY, TAXIWAY, OR APRON IS REOPENED TO AIRCRAFT TRAFFIC. **THE CONTRACTOR IS REQUIRED TO HAVE A VACUUM TRUCK AND SWEEPER (BOTH) ON SITE AT ALL TIMES.** THE CONTRACTOR SHALL DESIGNATE PERSONNEL TO PERIODICALLY INSPECT CONSTRUCTION AREAS TO DETERMINE IF ANY SUCH DEBRIS IS PRESENT. INSPECTIONS SHALL BE MADE AT LEAST DAILY AS PRESCIRBED IN THE SAFETY NOTES (THIS SHEET). THE ENGINEER MAY REQUEST THAT THE FREQUENCY OF THESE INSPECTIONS BE INCREASED IF CONSTRUCTION ACTIVITIES ARE OF SUCH A NATURE THAT DEBRIS IS MORE LIKELY TO BE DEPOSITED ON A RUNWAY, TAXIWAY, OR APRON. SUCH ADDITIONAL INSPECTION WILL BE CONSIDERED INCIDENTAL TO THE COST OF THE CONTRACTOR AND WILL NOT BE PAID FOR SEPARATELY. CONTRACTOR SHALL PROVIDE ENGINEER WRITTEN DOCUMENTATION OF ALL INSPECTIONS.

7) MATERIALS, EQUIPMENT, OR STOCKPILES SHALL NOT BE STORED WITHIN ANY RUNWAY SAFETY AREA (RSA), RUNWAY OBJECT FREE AREA (ROFA), TAXIWAY SAFETY AREA (TSA) OR TAXIWAY OBJECT FREE AREA (TOFA), UNLESS OTHERWISE SPECIFIED.

8) THE CONTRACTOR SHALL NOT STORE ANY MATERIALS, EQUIPMENT, OR STOCKPILES OUTSIDE PLAN DESIGNATED AREAS WITHOUT PRIOR APPROVAL FROM THE OWNER AND/ OR ENGINEER.

SECURITY

1) THE CONTRACTOR SHALL COMPLY WITH ALL SECURITY REQUIREMENTS SPECIFIED HEREIN AND/OR IN THE PROJECT SPECIFICATIONS, TSA REGULATIONS AND AIRPORT SECURITY PROGRAM, INCLUDING ANY APPLICABLE UPDATES OR CHANGES WHICH BECOME EFFECTIVE DURING THE COURSE OF THIS PROJECT.

2) THE CONTRACTOR SHALL BE RESPONSIBLE FOR BRIEFING ALL CONTRACTOR PERSONNEL ON THE SECURITY REQUIREMENTS OF THE CONTRACT, AND, FROM TIME TO TIME, OTHER SECURITY PROVISIONS ADOPTED BY THE OWNER. ALL NEW CONTRACTOR EMPLOYEES SHALL BE BRIEFED ON THESE REQUIREMENTS PRIOR TO WORKING IN THE CONSTRUCTION AREA.

3) THE CONTRACTOR'S ACCESS TO THE SITE SHALL BE AS DIRECTED BY THE OWNER. DIRECTIONAL SIGNING AT THE ACCESS GATE AND ALONG THE DELIVERY ROUTE THAT DIRECTS DRIVERS TO THE STORAGE AREA OR WORK SITE SHALL BE APPROVED BY THE OWNER AND THE ENGINEER.

4) ALL CONTRACTOR'S ORDERS FOR MATERIALS SHALL USE AS A DELIVERY ADDRESS THE ACCESS POINT AT THE CONTRACTOR'S STORAGE SITE AT THE AIRPORT. THIS WILL HELP DETER DELIVERY TRUCKS FROM ENTERING INTO AN ACTIVE AIRCRAFT OPERATIONS AREA.

5) THE LIMITS OF MATERIAL STORAGE AREAS, EQUIPMENT STORAGE AREAS, PARKING AREAS AND OTHER AREAS REQUIRED FOR THE CONTRACTOR'S EXCLUSIVE USE DURING CONSTRUCTION SHALL BE MARKED BY THE CONTRACTOR AND APPROVED BY THE OWNER PRIOR TO USE. THE CONTRACTOR SHALL ERECT AND MAINTAIN FAA APPROVED BARRICADES TO DELINEATE THE PERIMETER OF ALL SUCH AREAS.

6) ALL GATES USED BY THE CONTRACTOR SHALL BE KEPT CLOSED AND LOCKED WHEN NOT IN USE. WHEN GATES ARE IN USE, A PERSON BADGED PER THE AIRPORT SECURITY PROGRAM SHALL BE PROVIDED BY THE CONTRACTOR TO ENSURE THAT UNAUTHORIZED PERSONNEL OR EQUIPMENT DO NOT ENTER THE AIRPORT PROPERTY. THE CONTRACTOR'S BADGED PERSON SHALL HAVE IMMEDIATE ACCESS TO COMMUNICATION EQUIPMENT AND SHALL BE TRAINED IN THE PROPER USE OF SUCH EQUIPMENT. SUCH EQUIPMENT SHALL ALLOW THE ATTENDANT TO COMMUNICATE WITH THE OWNER, THE ENGINEER, AND THE CONTRACTOR'S SUPERINTENDENT AS NEEDED. ALL BADGES SHALL BE SECURED BY THE CONTRACTOR FROM THE OWNER. SEE SPECIAL CONDITIONS SC-5 AIRPORT SECURITY CLEARANCE REQUIREMENTS.

7) ALL COSTS RELATED TO COMPLIANCE WITH THE SECURITY PROVISIONS OF THE CONTRACT INCLUDING THE COST OF BADGING, SHALL BE INCLUDED IN QUOTE. NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE FOR COMPLIANCE WITH SECURITY PROVISIONS. ALL CONTRACTOR'S AND SUBCONTRACTOR'S EMPLOYEES SHALL BE IDENTIFIED WITH AN IDENTIFICATION BADGE, DISPLAYED ABOVE THE WAIST OF THE EMPLOYEE AT ALL TIMES UNLESS THE WORKER(S) ARE ESCORTED BY A BADGED EMPLOYEE. BADGES SHALL BE OBTAINED BY THE CONTRACTOR FROM THE OWNER. EACH EMPLOYEE SHALL CARRY PHOTOGRAPHIC IDENTIFICATION AT ALL TIMES.

8) THE CONTRACTOR SHALL COMPLY WITH ALL SECURITY REQUIREMENTS SPECIFIED HEREIN AND/OR IN THE PROJECT SPECIFICATIONS. THE CONTRACTOR SHALL SUBMIT TO THE OWNER AND TO THE ENGINEER IN WRITING THE NAME OF HIS "SECURITY OFFICER". THE CONTRACTOR'S SECURITY OFFICER SHALL REPRESENT THE CONTRACTOR REGARDING THE SECURITY REQUIREMENTS OF THE CONTRACT, AND WILL BE AVAILABLE TO ADDRESS ANY INQUIRIES MADE BY THE OWNER AND/OR THE ENGINEER.

9) THE CONTRACTOR'S EMPLOYEES' PERSONAL VEHICLES SHALL BE RESTRICTED TO THE CONTRACTOR'S EMPLOYEE PARKING AREA.

10) THE CONTRACTOR SHOULD NOTE THAT EFFICIENT AND PROPER COMMUNICATION BETWEEN HIS PERSONNEL AND THOSE AIRPORT-RESIDENT PARTIES AFFECTED BY THE PROJECT IS VITAL FOR SAFETY AND SECURITY REASONS. RADIO PROCEDURES WILL BE DISCUSSED AT THE PRE-CONSTRUCTION CONFERENCE.

11) A SECURITY AND/OR SAFETY BRIEFING SHALL BE HELD ON SITE PRIOR TO BEGINNING EACH PHASE OF WORK. THIS BRIEFING SHALL BE SCHEDULED BY THE ENGINEER AND MUST BE ATTENDED BY CONTRACTOR ANY SUBCONTRACTORS THAT WILL BE WORKING ON THAT PHASE OF THE WORK.

12) THE CONTRACTOR SHALL RETURN ALL AIRPORT ISSUED SECURITY BADGES TO AIRPORT OPERATIONS AT CONCLUSION OF PROJECT.

UTILITIES

1) THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL UTILITIES (INCLUDING WATER) NEEDED FOR THEIR OPERATIONS. THIS WILL INCLUDE ANY COORDINATION WITH LOCAL UTILITY COMPANIES THAT IS REQUIRED. THE OWNER AND THE ENGINEER SHALL APPROVE THE LOCATION OF ALL PROPOSED UTILITY INSTALLATIONS PRIOR TO CONSTRUCTION OF THOSE UTILITIES.

2) THE CONTRACTOR SHALL CONTACT THE VARIOUS UTILITY DEPARTMENTS WITH UTILITIES PRESENT ON THE SITE, THE FAA, AND THE AIRPORT OWNER FOR VERIFICATION OF UTILITY LOCATIONS AND/OR NAVIGATION CABLE LOCATIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES. ANY UTILITIES DISCOVERED THAT ARE NOT SHOWN ON THE CONSTRUCTION DRAWINGS SHALL BE RECORDED ON THE RECORD DRAWINGS AND SHALL BE REPORTED TO THE ENGINEER.

3) UTILITY LOCATIONS AS SHOWN ON THESE DRAWINGS ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD VERIFY THE EXACT LOCATIONS OF ALL UTILITIES IN THE VICINITY OF THE WORK, INCLUDING ANY UTILITIES NOT SHOWN ON THESE DRAWINGS, PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES.

4) THE CONTRACTOR IS ADVISED TO EXERCISE CAUTION WHILE CONDUCTING OPERATIONS IN AREAS WHERE THERE EXISTS A PROBABLE PRESENCE OF A GAS LINE OR OTHER CONDUITS OR PIPES CARRYING HAZARDOUS MATERIALS.

5) ALL EXISTING UTILITY SERVICES SHALL BE MAINTAINED DURING CONSTRUCTION, UNLESS NOTED OTHERWISE.

6) THE CONTRACTOR SHALL USE EVERY REASONABLE PRECAUTION TO AVOID CUTTING OR DAMAGING ANY EXISTING UNDERGROUND CABLES, CONDUITS, PIPES, ETC., BY HAND DIGGING WITHIN 5 FEET OF THE LOCATIONS WHERE UNDERGROUND UTILITIES ARE INDICATED BY OTHERS, ARE KNOWN TO EXIST, OR ARE REASONABLY EXPECTED TO EXIST. IN THE EVENT THE CONTRACTOR DAMAGES IN ANY WAY ANY OF THESE UTILITIES, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE AIRPORT OWNER, THE OWNER OF THE UTILITY (IF NOT THE AIRPORT), AND THE ENGINEER. THE CONTRACTOR SHALL THEN IMMEDIATELY REPAIR THE DAMAGED UTILITY, OR ARRANGE THE REPAIR TO THE COMPLETE SATISFACTION OF THE UTILITY OWNER. HAND EXCAVATION WITHIN 5 FEET OF SUSPECTED, NOTED OR KNOWN LOCATION OF A UTILITY IS REQUIRED. MOST CUT CABLES WILL REQUIRE REPLACEMENT. SPLICING IS NOT ALLOWED UNLESS APPROVED BY THE OWNER.

7) THE CONTRACTOR SHALL COORDINATE WITH AIRPORT MAINTENANCE DEPARTMENT FOR ELECTRICAL LOG OUT/TAG OUT OF CIRCUITS.

NOTICE TO DRAWING HOLDER

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REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.:	
				FILENAME: Index,Quan,GN.dwg	
				SCALE: NTS	
				SURVEYED BY: N/A	
				DSGN: TCH	DATE: 2/2025
				DRWN: LAL	DATE: 2/2025
				CHKD: TCH	DATE: 2/2025
				QA/QC: MWE	DATE:

REPLACE PRECISION APPROACH PATH INDICATORS (PAPI), RUNWAY 13/31
& REPLACE GUIDANCE SIGNS, RUNWAY 13/31

PROJECT NUMBERS:
AIP IIJA 3-28-0031-2025 & AIP 3-28-0031-035-2025

PRELIMINARY
NOT FOR
CONSTRUCTION

NEEL-SCHAFFER
Solutions you can build upon

GENERAL NOTES

WORKING NUMBER:	DRAWING NUMBER:
G3.0	2

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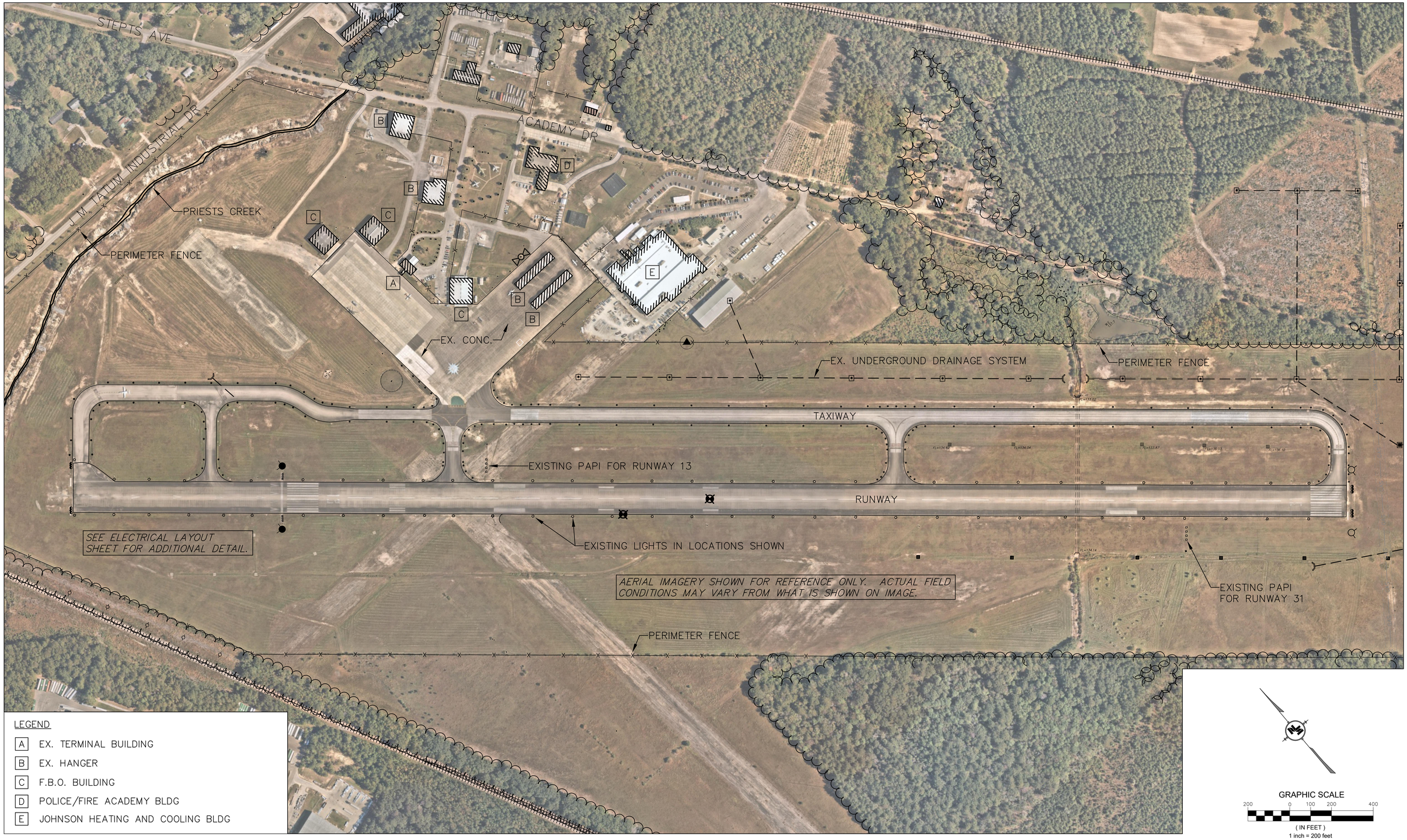

LEGEND

- A EX. TERMINAL BUILDING
- B EX. HANGER
- C F.B.O. BUILDING
- D POLICE/FIRE ACADEMY BLDG
- E JOHNSON HEATING AND COOLING BLDG

GRAPHIC SCALE

200 0 100 200 400

(IN FEET)

1 inch = 200 feet

NOTICE TO DRAWING HOLDER

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REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N-S PROJECT NO.:	
FILENAME: layouts.dwg	
SCALE: 1" = 200'	
SURVEYED BY: N/A	
DSGN: TCH	DATE: 2/2025
DRWN: LAL	DATE: 2/2025
CHKD: TCH	DATE: 2/2025
QA/QC: MWE	DATE:

REPLACE PRECISION APPROACH PATH INDICATORS (PAPI), RUNWAY 13/31 & REPLACE GUIDANCE SIGNS, RUNWAY 13/31

PROJECT NUMBERS:
AIP IIJA 3-28-0031-2025 & AIP 3-28-0031-035-2025

PRELIMINARY

NOT FOR

CONSTRUCTION

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OVERALL PROJECT LAYOUT

WORKING NUMBER:	DRAWING NUMBER:
G4.0	3

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GENERAL

1. CONSTRUCTION SEQUENCE: THIS PROJECT WILL BE LET TO CONSTRUCTION AND PERFORMED IN ONE CONTRACT, AND WILL REQUIRE SPECIAL COORDINATION BETWEEN THE AIRPORT AUTHORITY OFFICES, THE CONTRACTOR, AND THE FAA. THE CONTRACTOR AND ITS SUBCONTRACTORS WILL BE REQUIRED TO COORDINATE THEIR EFFORTS TO MINIMIZE CONFLICTS WITH EACH OTHER WHILE WORKING IN THE CONSTRUCTION AREAS, AND FOR MINIMIZING IMPACTS TO AVIATION RELATED ACTIVITIES OR CONSTRUCTION. WHILE WORKING WITHIN THE AIRPORT OPERATION AREAS (AOA'S) WHILE THE AIRPORT IS OPEN, PARTICULAR CARE WILL BE REQUIRED TO MAINTAIN AN ORDERLY AND PROFESSIONAL LINE OF COMMUNICATION WITH THE AIRPORT AUTHORITY AND SECURITY PERSONNEL, THE ENGINEER, AND THE OTHER USERS OF THE AIRPORT. BEFORE THE CONTRACTOR CAN WORK, A PROPOSED SCHEDULE OF OPERATIONS FOR THE WORK WILL BE SUBMITTED TO THE AIRPORT'S MANAGER AND CONCURRENTLY WITH THE ENGINEER, FOR REVIEW AND COMMENT. IF AGREEABLE TO THOSE PARTIES, THE SCHEDULE WILL BE COORDINATED WITH FAA PERSONNEL. ONLY AFTER THIS SCHEDULE HAS BEEN APPROVED WILL THE CONTRACTOR(S) BE ALLOWED TO COMMENCE OPERATIONS. ALL OF THESE ISSUES WILL BE BE DISCUSSED DURING THE PRE-CONSTRUCTION CONFERENCE IN MORE DETAIL.

THE CONSTRUCTION CALENDAR FOR COMPLETION OF THE PROPOSED WORK IS AT BEST, TENTATIVE, BUT WILL BE BASED ON THE FOLLOWING:

1. THE AWARD OF THE CONTRACT IS ANTICIPATED TO TAKE PLACE IN SUMMER OR FALL OF 2025.

2. "NOTICE TO PROCEED" WILL BE ISSUED AFTER AWARD OF THE CONTRACT AND AFTER A PRE-CONSTRUCTION CONFERENCE.

3. WORK IS EXPECTED TO TAKE PLACE EACH DAY THAT WEATHER PERMITS... INCLUDING SATURDAYS AND SUNDAYS IF NEEDED. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SCHEDULE ITS WORK IN SUCH A WAY THAT ANTICIPATED WET WEATHER CONDITIONS DO NOT HINDER THE SUCCESSFUL COMPLETION OF THE PROJECT.

4. IT IS ANTICIPATED TO ACCOMPLISH SUBSTANTIAL COMPLETION BY SUMMER 2026 OR SOONER.

5. RUNWAYS AND TAXIWAYS WILL BE CLOSED DURING CONSTRUCTION. WORK SHALL OCCUR EVERY CALENDAR DAY INCLUDING SATURDAY AND SUNDAY UNTIL WORK IS COMPLETE. ONCE THE SCHEDULE IS REVIEWED AND APPROVED BY THE AIRPORT MANAGER AND THE ENGINEER, IT WILL BE USED AS THE BASIS OF SCHEDULING OPERATIONS IN THIS AREA OF THE AIRPORT DURING THE CONSTRUCTION PERIOD.

CONSTRUCTION SAFETY REQUIERMENTS

1. OBSTRUCTIONS TO NAVIGATION

THE CONTRACTOR SHALL NOTIFY THE AIRPORT MANAGER AND FAA (TO DECOMMISSION PAPI) 3 DAYS IN ADVANCE OF TAXIWAY CLOSURE AND 7 DAYS IN ADVANCE OF RUNWAY CLOSURE PRIOR TO COMMENCING OPERATIONS WITHIN THE AOA'S AND THEIR RESPECTIVE SAFETY AREAS SO THAT IF THE NEED SHOULD EXIST, THE AIRPORT DIRECTOR MIGHT ISSUE A NOTAM (NOTICE TO AIR MISSION) PRIOR TO COMMENCING WORK IN THIS AREA OR ANY OTHER AREA WHERE WORK OFF THE PAVEMENT EDGE WITHIN THE IDENTIFIED SAFETY AREAS WILL BE REQUIRED. THE NOTAM SHALL WARN AIRCRAFT USERS OF...

(A) CLOSING OF THE ANY AOA, ACTIVITIES NEAR THE RUNWAY, TAXIWAYS OR APRONS WHICH MIGHT AFFECT AIRCRAFT OPERATIONS,

(B) THE DURATION OF THOSE ACTIVITIES, AND

(C) OTHER PERTINENT INFORMATION RELATING TO THE OVERALL SCOPE OF THE PROJECT AS IT RELATES TO THAT PARTICULAR NOTAM.

2. VARIOUS WORK ZONES AND PAVEMENT AREAS WILL HAVE TO BE CLOSED DURING THE COURSE OF THIS PROJECT. THOSE CLOSURES SHALL BE ACCOMPLISHED WITH APPROVED MATERIALS AND/OR TECHNIQUES COMMONLY USED BY THE FAA. THE MATERIALS AND TECHNIQUES WILL HAVE TO MEET FAA STANDARDS, AND SHALL NOT BE A HAZARD TO AIRCRAFT TAXIING IN THE IMMEDIATE AREA OF THE CLOSURE. ALL MATERIALS SHALL BE OF THE COLOR REQUIRED BY THE FAA AS CALLED FOR IN FAA ADVISORY CIRCULAR 150/5370-2G.

(A) LOW PROFILE BARRICADES... WITH WARNING LIGHTS AND FLAGS... SHALL BE USED TO DETER VEHICULAR MOVEMENT ONTO PAVED AREAS THAT ARE CLOSED. THE BARRICADES SHALL BE REFLECTORIZED AND CAPABLE OF BEING SECURED IN PLACE FOR THE DURATION OF THEIR NEED. ALL TYPE 1 BARRICADES SHALL BE PLACED INTERLOCKING END TO END, EXCEPT WHERE A SPACE IS REQUIRED TO PERMIT CONSTRUCTION TRAFFIC. IN THIS CASE, A SINGLE 12' GAP MAY BE PERMITTED.

(B) PORTABLE LIGHTED RUNWAY "X" CLOSURE MARKER OR RUNWAY CLOSURE MARKER SHALL BE PLACED ON RUNWAY DESIGNATION NUMBERS (OR AS SHOWN ON THE PLANS) TO INDICATE A RUNWAY HAS BEEN TEMPORARILY CLOSED.

3. NAVIGATIONAL AIDS: ANY UNPLANNED, UNAPPROVED OR ACCIDENTAL SHUTDOWN OF ANY AIRPORT NAVIGATIONAL AID REQUIRES IMMEDIATE NOTIFICATION OF SAME TO THE AIRPORT DIRECTOR AND THE ENGINEER BY THE CONTRACTOR.

4. TRENCHES OR OPEN EXCAVATION: OPEN EXCAVATION IS ANTICIPATED TO BE A REQUIREMENT OF THIS PROJECT, IF IT TAKES PLACE NEXT TO ACTIVE AIRCRAFT OPERATIONS AREAS, THE CONTRACTOR SHALL NOTIFY THE AIRPORT MANAGER 48 HOURS IN ADVANCE OF COMMENCING ANY OPERATIONS IN THOSE AREAS WHICH WILL CREATE A DROP-OFF IN EXCESS OF 2 INCHES ALONG THE ACTIVE EXISTING PAVEMENT'S EDGE. THE AIRPORT MANAGER WILL ISSUE A NOTAM WARNING PILOTS OF THE IMPENDING CONSTRUCTION CONDITIONS AT THIS LOCATION, AND WILL COORDINATE EFFORTS WITH THE CONTRACTOR TO CLOSE THAT PORTION OF THE EXISTING AIRCRAFT OPERATIONS AREA UNTIL THE WORK IS COMPLETE IN THAT AREA. ALL EXCAVATION OR STOCKPILING OF MATERIALS SHALL BE FLAGGED AND LIGHTED DURING HOURS OF DARKNESS BY THE CONTRACTOR. ADVISORY CIRCULAR NO. 150/5370-2G SPELLS OUT CONDITIONS AND METHODS OF MARKING.

5. DEBRIS, DIRT, ETC. ON RUNWAYS, TAXIWAYS AND/OR APRONS. ACTIVE AIRCRAFT OPERATIONS AREAS (AOA'S) (I.E., RUNWAY, ALL TAXIWAYS AND ALL APRONS) SHALL BE KEPT FREE OF ALL DEBRIS, DIRT, ETC., AT ALL TIMES WHEN THAT PORTION OF THE AIRPORT IS OPEN TO AIR TRAFFIC. ANY ACCIDENTAL SPILLAGE OF EXCAVATION OR OTHER MATERIALS SHALL BE CLEANED UP BY THE CONTRACTOR WITH A MOTOR DRIVEN SWEEPER BEFORE THAT AREA OF THE AIRPORT IS RE-OPENED TO AIR TRAFFIC. DAILY INSPECTIONS WILL BE PERFORMED BY THE CONTRACTOR WITH WRITTEN DOCUMENTATION PROVIDED TO THE ENGINEER. INSPECTIONS SHALL BE MADE BEFORE THE NORMAL TIME FOR COMMENCEMENT OF DAILY AIRCRAFT OPERATIONS AND MORE FREQUENTLY, IF CONSTRUCTION ACTIVITIES ARE OF A NATURE THAT DEBRIS MAY ACCUMULATE ON THE TAXIWAYS OR APRONS.

6. STORAGE EQUIPMENT, MATERIALS, OR EXCAVATION. THE CONTRACTOR SHALL NOT STORE MATERIALS OR PARK EQUIPMENT IN AIRCRAFT OPERATIONAL AREAS WHEN THE EQUIPMENT OR MATERIAL IS NOT IN USE OR ABOUT TO BE INSTALLED. MATERIAL OR EQUIPMENT IN USE IN OPERATIONS AREAS MUST BE STORED OR PARKED IN A MANNER THAT THEY MAY BE QUICKLY REMOVED TO ACCOMMODATE AIRCRAFT OPERATIONS.

7. BLASTING: BLASTING IS NOT ANTICIPATED TO BE A NECESSARY PART OF THIS CONTRACT'S CONSTRUCTION ACTIVITIES AND IS NOT PERMITTED.

SAFETY

(1) THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING AND CONTROLLING ALL CONSTRUCTION ACTIVITIES IN SUCH A MANNER AS TO:

A. MAINTAIN SAFETY OF AIRCRAFT OPERATIONS, ESPECIALLY IN AREAS WHERE OPERATIONS ARE RESTRICTED DURING THE PROJECT;

B. MAINTAIN SAFETY OF CONSTRUCTION ACTIVITIES;

C. MINIMIZE CONFLICTS BETWEEN AIRCRAFT OPERATIONS AND CONSTRUCTION ACTIVITIES;

D. MINIMIZE DELAYS TO CONTRACTOR'S OR SUBCONTRACTOR'S ACTIVITIES;

E. KEEP THE AIRPORT OPERATIONAL FOR ALL USER AIRCRAFT, WITH MINIMUM TIME FOR RUNWAY AND TAXIWAY CLOSURE NECESSITY;

F. MAINTAIN THE SAFE OPERATION OF AUTOMOBILE TRAFFIC WHICH MIGHT BE HAMPERED BY CONSTRUCTION ACTIVITIES OR CONSTRUCTION TRAFFIC.

(2) CONTRACTOR AND SUBCONTRACTOR PERSONNEL SHALL REMAIN WITHIN THE LIMITS OPEN TO CONSTRUCTION ACTIVITIES AT ALL TIMES, UNLESS EMERGENCY CONDITIONS WARRANT OTHERWISE. THESE AREAS WILL BE AS DEFINED BY THE OWNER OR THE ENGINEER. THE CONTRACTOR AND THE SUBCONTRACTOR SHOULD STRESS THE IMPORTANCE OF REMAINING WITHIN THE DEFINED WORK AREA TO ITS PERSONNEL. THE CONTRACTOR SHALL MARK THE DEFINED AREAS OF CONSTRUCTION UTILIZING FAA APPROVED BARRICADES.

(3) THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR INITIATING AND SUPERVISING ALL SAFETY REQUIREMENTS OF THE CONTRACT.

(4) THE CONTRACTOR IS CAUTIONED THAT THE CONSTRUCTION WILL IMPACT SAFE OPERATING CONDITIONS AT THE AIRPORT. ALL CONSTRUCTION ACTIVITY MUST BE PROVEN SAFE REGARDING AIRCRAFT WHILE MOORED, WHEN TAXIING, WHEN TAKING OFF, OR WHEN LANDING. MOVING AIRCRAFT WILL ALWAYS HAVE RIGHT-OF-WAY OVER CONSTRUCTION EQUIPMENT OR VEHICLES. THE SAFETY OF AIRCRAFT, PASSENGERS, AND USERS, AS WELL AS ALL AIRPORT PERSONNEL, CONTRACTORS, SUBCONTRACTORS, AND THEIR PERSONNEL IS VITAL FOR THE SATISFACTORY EXECUTION OF THIS CONTRACT.

(5) THE CONTRACTOR SHALL ASSURE THE SAFETY OF AIRCRAFT OPERATIONS AND MOVEMENTS ON ACTIVE APRON AREAS, TAXIWAYS, AND/OR RUNWAYS NEAR THE WORK. CONSTRUCTION AREAS THAT LIE NEAR ADJOINING APRONS, TAXIWAYS, AND/OR RUNWAYS SHALL BE IDENTIFIED WITH LOW-PROFILE BARRICADES OR BARRIERS EQUIPPED WITH FLASHING LIGHTS TO WARN PILOTS OF CONSTRUCTION IN PROGRESS. THE AREAS ADJACENT TO THE CONSTRUCTION MUST REMAIN FREE AND CLEAR OF DEBRIS. BARRICADES AND/OR BARRIERS SHALL BE WEIGHTED SUFFICIENTLY TO PROTECT AGAINST PROP WASH, JET BLAST, OR WIND.

(6) UNDER NO CIRCUMSTANCES IS THE CONTRACTOR ALLOWED TO USE, CROSS, TRAVERSE, OR PERFORM ANY CONSTRUCTION TASKS ON THE RUNWAYS, TAXIWAYS, OR ACTIVELY USED AIRCRAFT PARKING APRONS, UNLESS PERMISSION HAS BEEN GRANTED BY THE OWNER THROUGH THE ENGINEER AND ACTIVITIES HAVE BEEN COORDINATED WITH THE FAA AND THE USER(S) OF THE ACTIVE AREA.

(7) VEHICLES OPERATING WITHIN THE OPERATIONS AREA OF THE AIRPORT (AWAY FROM THE ACTUAL CONSTRUCTION AREA AND WITH REQUIRED APPROVALS) SHALL BE MARKED WITH FLASHING WARNING LIGHTS ATOP VEHICLES AND SIGNS IDENTIFYING THE NAME OF THE CONTRACTOR AS PER FAA REQUIREMENTS. A.C. 150/5210-5D.

(8) THE CONTRACTOR SHALL PROTECT ALL EXISTING LIGHTING, SIGNAGE, ETC., AS NECESSARY TO PREVENT ACCIDENTAL DESTRUCTION OF OR UNNECESSARY SHUTDOWN OF SUCH EQUIPMENT DURING THE PROJECT.

(9) THE CONTRACTOR SHALL CONDUCT AN INSPECTION AT THE END OF EACH DAY'S CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL CONDUCT AN ADDITIONAL INSPECTION EACH MORNING, PRIOR TO COMMENCEMENT OF WORK, WHEN CONSTRUCTION ACTIVITIES ARE WITHIN 250' OF THE CENTERLINE OF AN ACTIVE RUNWAY, TAXIWAY, OR APRON. ITEMS TO BE INCLUDED ON THE INSPECTION CHECKLIST SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO:

A. ARE THE RUNWAYS, TAXIWAYS, AND APRONS WITHIN THE CONSTRUCTION LIMITS AND IMMEDIATELY ADJACENT AREAS CLEAR OF DEBRIS AND ACCUMULATIONS OF DUST AND MUD?

B. ARE MATERIALS, EQUIPMENT, AND VEHICLES PARKED OR STORED NOT LESS THAN 250' FROM THE CENTERLINE OR EXTENDED CENTERLINE OF ACTIVE RUNWAYS OR TAXIWAYS?

C. ARE ALL OPEN TRENCHES OR EXCAVATIONS LESS THAN THREE (3) INCHES DEEP AND HAVE ROUGH GRADES BEEN LEVELED TO NO STEEPER THAN 5% WITHIN THE RUNWAY SAFETY AREA? (WILL APPLY TO RUNWAY EDGES)

D. ARE TEMPORARY BARRICADES/BARRIERS IN PLACE AND HAVE THEY BEEN PROPERLY STABILIZED? ARE BARRICADE/BARRIER WARNING LIGHTS OPERATIONAL? ARE FLAGS AFFIXED TO THE BARRICADES?

E. IS ALL AIRPORT LIGHTING EQUIPMENT IN THE VICINITY OF THE DAY'S CONSTRUCTION ACTIVITIES OPERATIONAL?

F. HAS THE OWNER, THROUGH THE ENGINEER, BEEN INFORMED OF THE WORK PLANNED FOR THE NEXT DAY?

NEGATIVE RESPONSE TO ANY OF THE ITEMS IN THE CHECKLIST WILL REQUIRE THAT THE CONTRACTOR MAKE THE NECESSARY ADJUSTMENTS TO CAUSE THE RESPONSE TO BE POSITIVE BEFORE IT LEAVES THE SITE FOR THE DAY (EVENING INSPECTION) OR BEFORE WORK IS STARTED (MORNING INSPECTION).

(10) BEFORE ANY WORK TAKES PLACE WITHIN THE TAXIWAY SAFETY AREA OR OBJECT FREE AREA, THE OWNER AND ENGINEER MUST BE NOTIFIED AND THE TAXIWAY MUST BE CLOSED. WORK WITHIN THE SAFETY AREA OF ACTIVE RUNWAYS OR TAXIWAYS AND/ OR THE OBJECT FREE AREA OF ACTIVE TAXIWAYS SHALL NOT BE PERMITTED. ALL COST RELATED TO COMPLIANCE WITH THE SAFETY REQUIREMENTS OF THE CONTRACT SHALL BE CONSIDERED AS ABSORBED IN THE VARIOUS BID ITEMS IN THE PROPOSAL.

(11) FOR HAND HELD AIRFIELD RADIOS IT IS RECOMMENDED THE HIGHEST WATTAGE AVAILABLE. THE CONTRACTOR SHALL PURCHASE RADIOS FOR HIS SUPERINTENDENT, AND SAFETY OFFICER. THIS WILL INCLUDE CIGARETTE LIGHTER BATTERY CHARGER AND A.C. CHARGER. GROUND FREQUENCY 120.4 AND TOWER FREQUENCY 123.7. ALL COST RELATED TO COMPLIANCE WILL BE CONSIDERED ABSORBED IN THE VARIOUS ITEMS IN THE PROPOSAL.

(12) IN NO CASE SHALL SPOILS FROM EXCAVATION BE STOCKPILED IN THE SAFETY AREA OF AN ACTIVE RUNWAY OR TAXIWAY OR IN THE TAXIWAY OBJECT FREE AREA.

(13) REFER TO SAFETY AND PHASING PLAN FOR ADDITIONAL PROJECT REQUIREMENTS.

(14) A CONSTRUCTION SAFETY AND PHASING PLAN (CSPP) HAS BEEN PREPARED FOR THIS PROJECT AND SUBMITTED TO THE FAA. THE CONTRACTOR SHALL PREPARE A CSPP COMPLIANCE DOCUMENT TO DEMONSTRATE THE MEANS, METHODS, PROCEDURES, AND OTHER NECESSARY ACTIONS REQUIRED TO COMPLY WITH CSPP.

(15) THE CONTRACTOR SHALL BACKFILL OR COVER ANY EXCAVATIONS INSIDE THE RUNWAY SAFETY AREA PRIOR TO OPENING THE RUNWAY

MISCELLANEOUS CONSIDERATIONS

THE OWNER, ENGINEER, AND CONTRACTOR SHOULD MEET ON A PERIODIC BASIS TO DISCUSS AND PLAN FUTURE CONSTRUCTION ACTIVITY, THE POTENTIAL IMPACT OF CONSTRUCTION ON AIRCRAFT OPERATIONS, PROCEDURES TO MAINTAIN AIRCRAFT OPERATIONS AND SAFETY, AND TO FACILITATE CONSTRUCTION ACTIVITY. PLANNING SHOULD INVOLVE:

MODIFICATIONS OF NORMAL AIRCRAFT OPERATION PROCEDURES SUCH AS:
- CONSTRUCTION ALONG TAXIWAY AND APRON SHOULDERS
- NAVIGATIONAL AID OUTAGES
- REQUIRED DISRUPTION OF CONTRACTOR ACTIVITIES
- VEHICLES CROSSING RUNWAY
- CLEANUP OF DIRT OR DEBRIS ON THE RUNWAY
- NOTICE TO AIRMEN (NOTAMS)
- LOCAL NOTICES TO ALL AIRCRAFT OPERATORS

(1) THE CONTRACTOR AND SUBCONTRACTOR PERSONNEL SHALL REMAIN WITHIN THE LIMITS OPEN TO CONSTRUCTION ACTIVITIES AT ALL TIMES, UNLESS EMERGENCY CONDITIONS WARRANT OTHERWISE. THESE AREAS WILL BE AS DEFINED BY THE OWNER OR THE ENGINEER. THE CONTRACTOR AND THE SUBCONTRACTOR SHOULD STRESS THE IMPORTANCE OF REMAINING WITHIN THE DEFINED WORK AREA TO ITS PERSONNEL. THE CONTRACTOR MAY WISH TO MARK THE DEFINED AREAS OF CONSTRUCTION USING FAA APPROVED BARRICADES.

(2) THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR INITIATING AND SUPERVISING ALL SAFETY REQUIREMENTS OF THE CONTRACT.

(3) THE CONTRACTOR SHALL ASSURE THE SAFETY OF AIRCRAFT OPERATIONS AND MOVEMENTS ON ACTIVE APRON AREAS, TAXIWAYS, AND/OR RUNWAYS NEAR THE WORK. CONSTRUCTION AREAS THAT LIE NEAR ADJOINING APRONS, TAXIWAYS, AND/OR RUNWAYS SHALL BE IDENTIFIED WITH LOW-PROFILE BARRICADES OR BARRIERS EQUIPPED WITH FLASHING LIGHTS AND FLAGS TO WARN PILOTS OF CONSTRUCTION IN PROGRESS. THE AREAS ADJACENT TO THE CONSTRUCTION MUST REMAIN FREE AND CLEAR OF DEBRIS. BARRICADES AND/OR BARRIERS SHALL BE WEIGHTED SUFFICIENTLY TO PROTECT AGAINST PROP WASH, JET BLAST, OR WIND.

(4) UNDER NO CIRCUMSTANCES WILL THE CONTRACTOR BE ALLOWED TO USE, CROSS, TRAVERSE, OR PERFORM ANY CONSTRUCTION TASKS ON THE RUNWAYS, TAXIWAYS, OR ACTIVELY USED AIRCRAFT PARKING APRONS, UNLESS PERMISSION HAS BEEN GRANTED BY THE ATCT AND ACTIVITIES HAVE BEEN COORDINATED WITH THE AIRPORT, ENGINEER, FAA AND THE USER(S) OF THE ACTIVE AREA.

(5) THE CONTRACTOR SHALL PROTECT ALL EXISTING LIGHTING, SIGNAGE, ETC., AS NECESSARY TO PREVENT ACCIDENTAL DESTRUCTION OF OR UNNECESSARY SHUTDOWN OF SUCH EQUIPMENT DURING THE PROJECT.

(6) APPLICABLE STANDARDS: ADVISORY CIRCULAR NO. 150/5370-2G WILL BE USED AS A GUIDELINE TO ASSIST IN MAINTAINING OPERATIONAL SAFETY DURING CONSTRUCTION ACTIVITIES. THIS DOCUMENT ALSO REFERS TO OTHER APPLICABLE ADVISORY CIRCULARS. FEDERAL AIR REGULATIONS - PART 77, NOT INCLUDED HEREIN, WILL ALSO BE USED TO DEFINE "OBJECTS AFFECTING NAVIGABLE AIRSPACE."

(7) PAYMENT: MEASUREMENT AND PAYMENT FOR BARRICADES, SIGNS, LIGHTING SYSTEMS, FLAGS, GATE ATTENDANTS/FLAGMEN, BROOMEN, TEMPORARY MARKINGS OR ANY OTHER ITEM CALLED FOR BY THIS SECTION OF THE SPECIFICATIONS OR ITS REFERENCES WILL BE PAID UNDER TS-129 IMPLEMENTATION OF CONSTRUCTION SAFETY PLAN.

(8) THE DIMENSIONS OF THE RUNWAY SAFETY AREA ARE 250' EACH SIDE OF RUNWAY CENTERLINE BY 1,000' BEYOND THE THRESHOLD OF EACH END OF THE RUNWAY.

NOTICE TO DRAWING HOLDER

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				QA/QC: MWE	DATE:

REPLACE PRECISION APPROACH PATH INDICATORS (PAPI), RUNWAY 13/31
& REPLACE GUIDANCE SIGNS, RUNWAY 13/31

PROJECT NUMBERS:
AIP IIJA 3-28-0031-2025 & AIP 3-28-0031-035-2025

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SAFETY & PHASING NOTES

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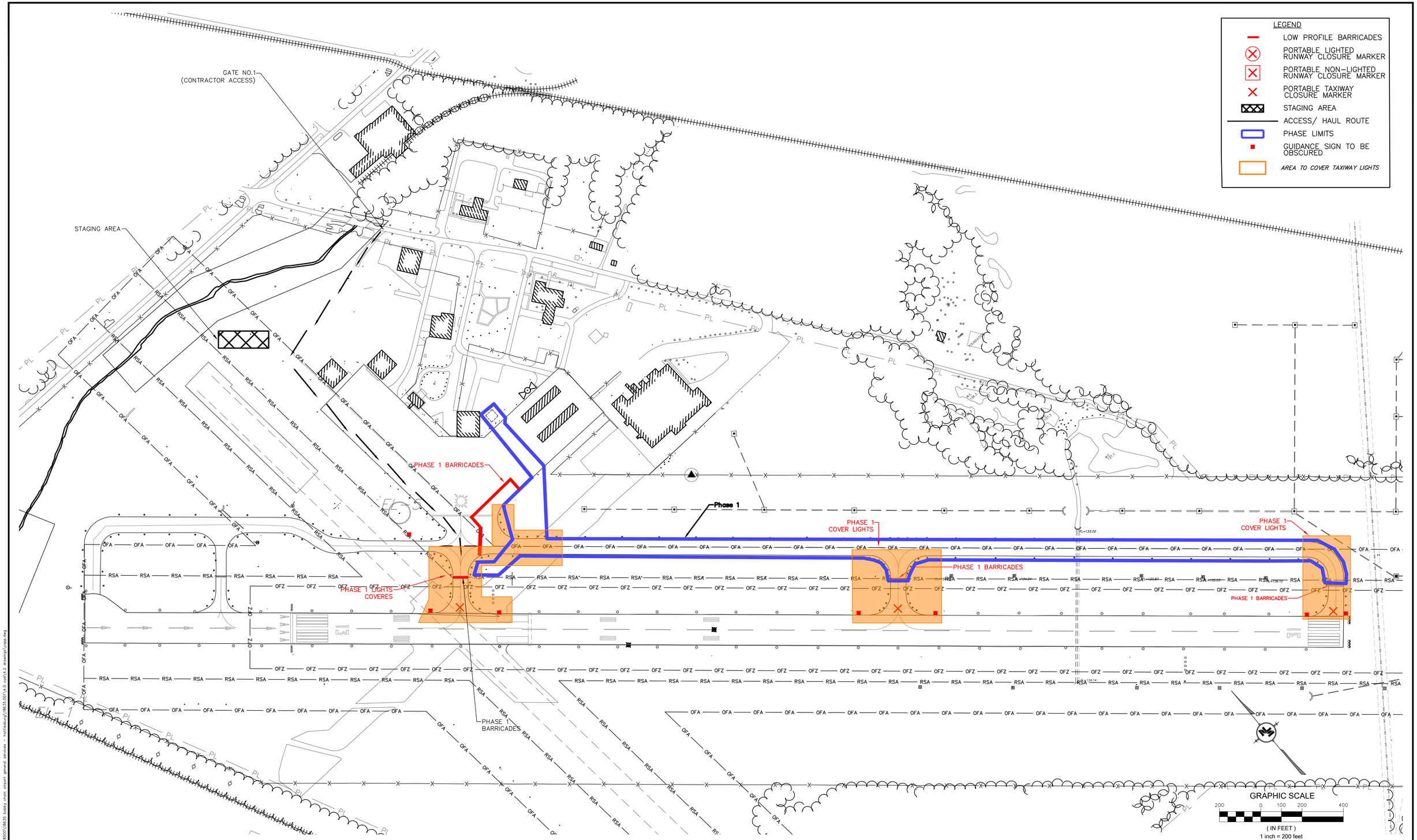

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REPLACE PRECISION APPROACH PATH INDICATORS (PAPI), RUNWAY 13/31 & REPLACE GUIDANCE SIGNS, RUNWAY 13/31

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PHASE 1 - SAFETY & PHASING PLAN

WORKING NUMBER:	DRAWING NUMBER:
G6.3	5

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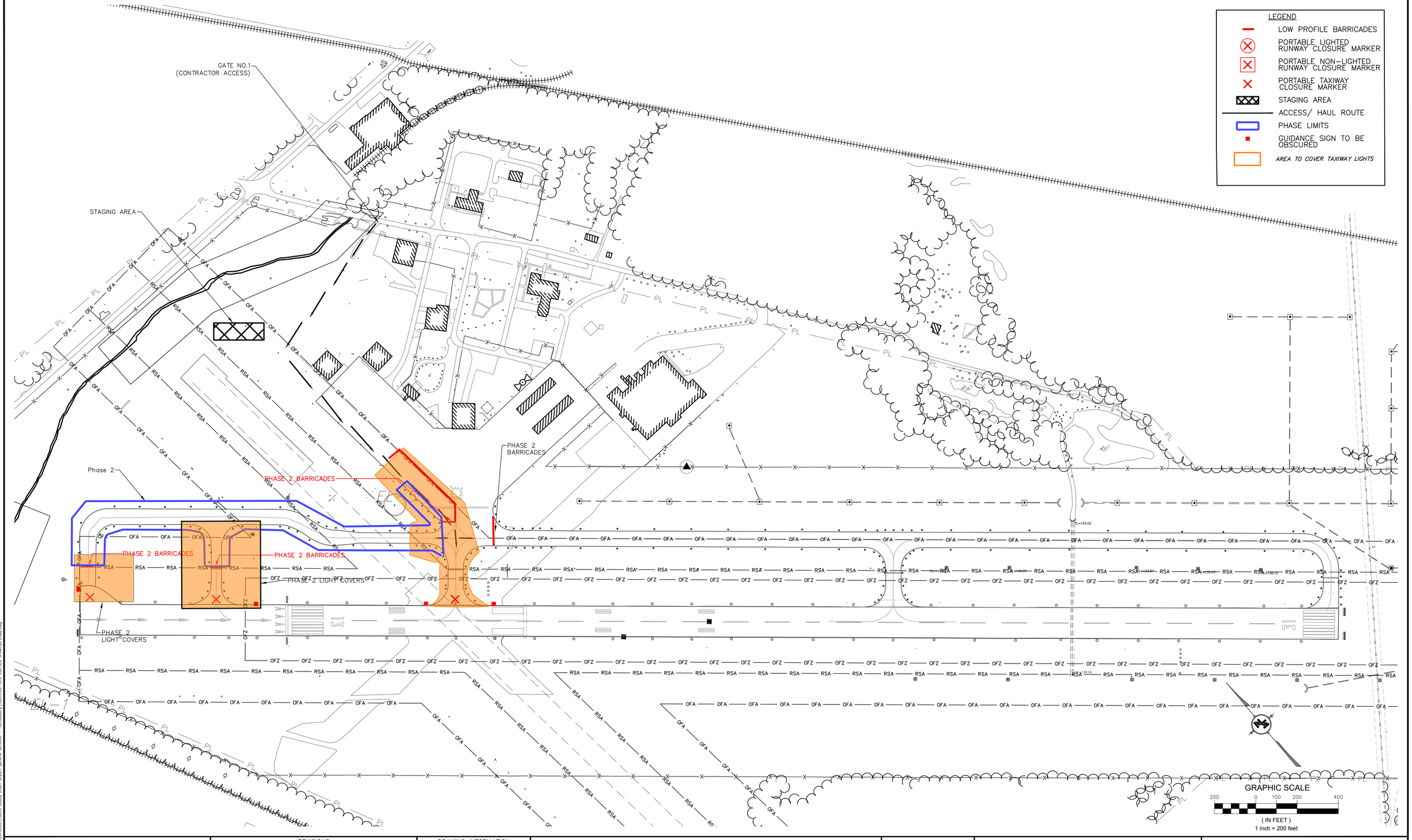

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QA/QC: MWE	DATE:

REPLACE PRECISION APPROACH PATH INDICATORS (PAPI), RUNWAY 13/31 & REPLACE GUIDANCE SIGNS, RUNWAY 13/31

PROJECT NUMBERS:
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PHASE 2 - SAFETY & PHASING PLAN

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G6.4	6

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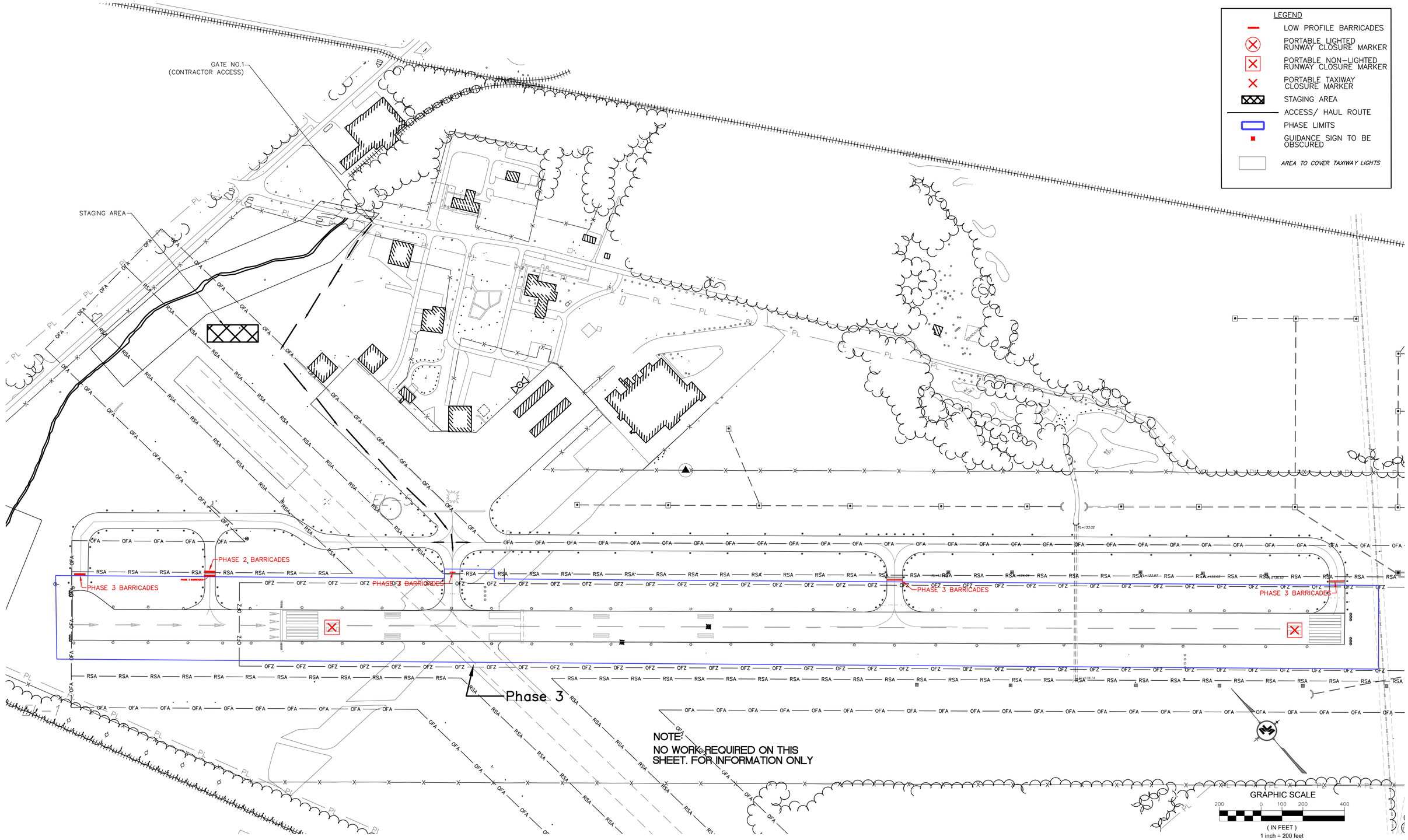

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REPLACE PRECISION APPROACH PATH INDICATORS (PAPI), RUNWAY 13/31 & REPLACE GUIDANCE SIGNS, RUNWAY 13/31

PROJECT NUMBERS:
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PHASE 3 - SAFETY & PHASING PLAN

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PHASING SCHEDULE

PHASE NO.	PHASE NAME	PHASE SUBPHASE	WORK AREA	GENERAL WORK DESCRIPTION	DURATION		AVAILABLE WORK HOURS	ALLOWED CONCURENT WORK	RUNWAY STATUS RWY 13-31	NOTICE	NOTAM DESCRIPTIONS
0	MOBILIZATION AND PRECONSTRUCTION ACTIVITIES	N/A	STAGING AREA, TEMPORARY WORK FOR SURVEYING AND LAYOUTS AS REQUIRED	SHOP DRAWINGS, SUBMITTALS, MIX DESIGNS, SPCD, AIRFIELD SAFETY TRAINING, MOBILIZATION, STAGING AREA CONSTRUCTION, ETC.	NTP TO CONSTRUCTION COMMENCEMENT DATE (SEE GP 80-08)		24 HRS PER DAY	NONE	OPEN	N/A	NONE
1	SOUTH TWY OUTSIDE RSA	N/A	WORK SOUTH OF A2 AND OUTSIDE OF RSA	REPLACE AIRFIELD GUIDANCE SIGNS AND ELECTRICAL OUTSIDE RSA	30	CALENDAR DAYS	24 HRS PER DAY(SEE NOTE 1)	PHASE 2	OPEN	CONTRACTOR MUST PROVIDE 3 DAY NOTICE TO REQUEST TAXIWAY CLOSURE.	TWY A FROM A2 TO RWY 31 CLSD. TWYA2 CLSD. TWY A3 CLSD. TWY A4 CLSD
2	NORTH TWY OUTSIDE RSA	N/A	WORK FROM NORTH TWY A2 AND OUTSIDE RSA	REPLACE AIRFIELD GUIDANCE SIGNS OUTSIDE RSA	30	CALENDAR DAYS	24 HRS PER DAY(SEE NOTE 1)	PHASE 1	OPEN	CONTRACTOR MUST PROVIDE 3 DAY NOTICE TO REQUEST TAXIWAY CLOSURE.	TWY A FROM A2 TO RWY 31 CLSD, TWY A1 CLSD, TWY A2 CLSD.
3	RWY 13-31	N/A	RWY 13-31 INSIDE RSA	REPLACE AIRFIELD GUIDANCE SIGNS, PAPI LIGHTS	30 5	CALENDAR DAYS CALENDAR DAYS	6:00 PM-6:00 AM NIGHT 24 HRS PER DAY(SEE NOTE 2)	NONE	CLOSED	CONTRACTOR MUST PROVIDE 7 DAY NOTICE TO REQUEST RUNWAY CLOSURE.	RWY 13-31 CLSD

NOTE 1: CONTRACTOR SHALL NOTIFY THE ENGINEER A MINIMUM OF 2 WORKING DAYS IN ADVANCE IF THEY INTEND TO WORK BEYOND 6:00 PM ON PHASES 1 AND 2

2: IN ADDITION TO THE 30 DAYS ALLOWED FOR NIGHTIME WORK(6:00 PM- 6:00 AM) INSIDE THE RSA FOR PHASE 3, THE CONTRACTOR WILL BE ALLOWED 5 CALENDER DAYS OF WORK WITHIN THE RSA DURING

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REPLACE PRECISION APPROACH PATH INDICATORS (PAPI), RUNWAY 13/31
& REPLACE GUIDANCE SIGNS, RUNWAY 13/31

PROJECT NUMBERS:
AIP IIJA 3-28-0031-2025 & AIP 3-28-0031-035-2025

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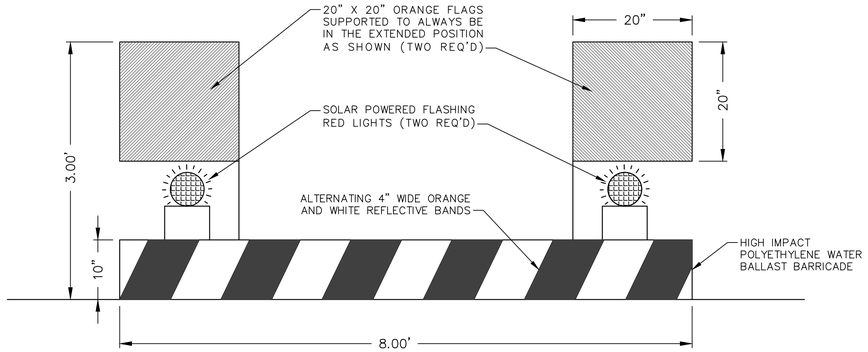
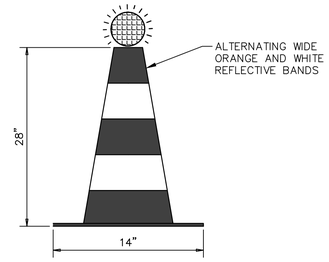


LOW PROFILE BARRICADE

NOT TO SCALE

NOTES:

1) BARRICADES SHALL BE PLACED AT LOCATIONS AS INDICATED ON THE PLAN SHEETS OR AS DIRECTED BY ENGINEER.
2) ALL BARRICADES SHALL BE WATER FILLED (BALLASTED) WITH POWER SOLAR LIGHTS (SEE TS-129).
3) NO SEPARATE PAYMENT SHALL BE MADE FOR TYPE 1 BARRICADES. THIS ITEM IS INCIDENTAL TO TS-129-5.1.
4) LIGHTS SHALL BE SPACED AT NO MORE THAN 10 FEET.

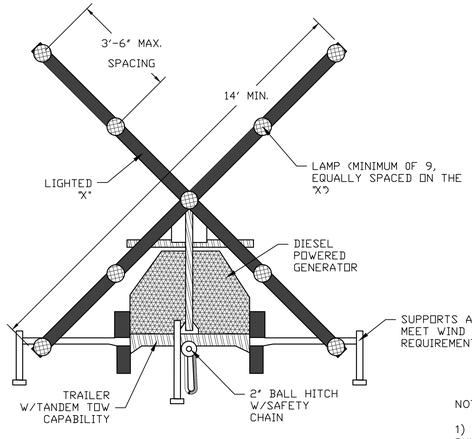


LIGHTED TRAFFIC CONE

NOT TO SCALE

NOTES:

1) CONES SHALL BE LOCATED AT LOCATIONS AS INDICATED ON THE PLAN SHEETS OR AS DIRECTED BY ENGINEER AND SPACED NO FARTHER THAN 6' IN ACCORDANCE WITH AC 150/5370-2G.
2) ALL CONES SHALL BE WEIGHTED WITH SOLAR POWERED LIGHTS (SEE TS-129).
3) NO SEPARATE PAYMENT SHALL BE MADE FOR LIGHTED TRAFFIC CONES. THIS ITEM IS INCIDENTAL TO TS-129-5.1.



PORTABLE LIGHTED RUNWAY CLOSURE MARKER

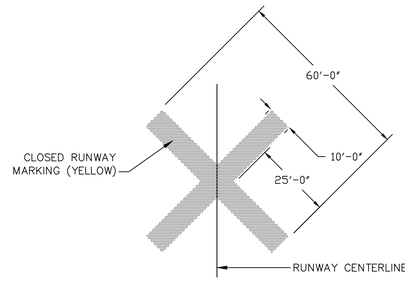
NOT TO SCALE

NOTES:

1) CONTRACTOR SHALL PROVIDE THE PORTABLE LIGHTED RUNWAY CLOSURE MARKER(S),
2) THE PORTABLE LIGHTED RUNWAY CLOSURE MARKER(S) SHALL BE PLACED ON THE RUNWAY DESIGNATION NUMBERS AND ORIENTED TO SHINE TOWARDS THE NEAREST END OF THE RUNWAY, TOWARD APPROACHING AIRCRAFT.

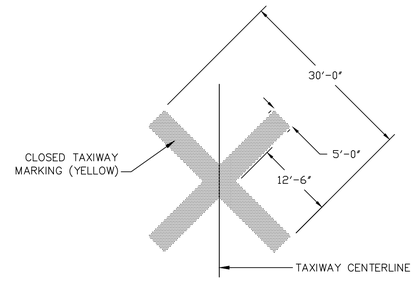
NOTES:

1) CLOSED RUNWAY MARKINGS SHALL BE PLACED IN ACCORDANCE WITH AC 150/5340-1M DIRECTLY OVER THE RUNWAY'S DESIGNATION MARKINGS.



PORTABLE NON-LIGHTED CLOSED RUNWAY MARKER DETAIL

NOT TO SCALE



PORTABLE CLOSED TAXIWAY MARKER DETAIL

NOT TO SCALE

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REPLACE PRECISION APPROACH PATH INDICATORS (PAPI), RUNWAY 13/31 & REPLACE GUIDANCE SIGNS, RUNWAY 13/31

PROJECT NUMBERS:
AIP IIJA 3-28-0031-2025 & AIP 3-28-0031-035-2025

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SAFETY & PHASING DETAILS

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ELECTRICAL LEGEND

PROPOSED

SYMBOL	ITEM DESCRIPTION
—I—	#8 AWG 5KV CABLE TYPE C DIRECT BURIED. NUMBER OF HASH MARKS INDICATE THE NUMBER OF CABLES. #6 BARE COPPER COUNTERPOISE SHALL BE IN TRENCH WITH CABLE WHEN CABLE IS NOT PARALLEL TO RUNWAY OR TAXIWAY
—IILVC—	#6 OR 2 AWG CONDUCTOR, 600 VOLT LOW VOLTAGE IN EXISTING DUCT BANK NUMBER OF HASH MARKS INDICATE THE NUMBER OF CONDUCTORS INSTALLED. REFER TO LIGHTING LAYOUT FOR QUANTITIES AND SIZE OF CONDUCTORS
— IIV —	#6 OR 2 AWG CONDUCTOR, 600 VOLT LOW VOLTAGE DIRECT BURIED. NUMBER OF HASH MARKS INDICATE THE NUMBER OF CONDUCTORS INSTALLED. #6 BARE COPPER COUNTERPOISE SHALL BE INSTALLED IN TRENCH WITH CONDUCTORS. REFER TO LIGHTING LAYOUT FOR QUANTITIES AND SIZE OF CONDUCTORS
PAPI	PAPI
A →	AIRFIELD GUIDANCE SIGN, LEGEND AND LOCATION
	EXISTING RUNWAY EDGE LIGHTS
	EXISTING TAXIWAY EDGE LIGHTS
MH	EXISTING MANHOLE

DEMOLITION

SYMBOL	ITEM DESCRIPTION
—C—X—	EXISTING AIRFIELD 600V CONDUCTORS TO BE REMOVED CONDUIT TO REMAIN
—X—X—	EXISTING AIRFIELD 5KV CONDUCTORS TO BE REMOVED
A →	AIRFIELD GUIDANCE SIGN TO BE REMOVED
PAPI	EXISTING PAPI LIGHT ASSEMBLIES TO BE REMOVED, INCLUDING CONCRETE PAD.
LEGEND — ACTUAL SIGN	EXISTING ACTUAL SIGN, RUNWAY EDGE LIGHT TO REMAIN AND CONDUCTORS TO BE REMOVED
RW–12	RUNWAY LIGHT ID TAG NUMBER
TW–22	TAXIWAY LIGHT ID TAG NUMBER
	INDICATES COMPONENTS TO BE REMOVED AND DISPOSED OF.

NOTICE TO DRAWING HOLDER

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REVISIONS			
NO.	DATE	BY	DESCRIPTION

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SURVEYED BY: N/A	
DSGN: TCH	DATE: 2/2025
DRWN: LAL	DATE: 2/2025
CHKD: TCH	DATE: 2/2025
QA/QC: MWE	DATE:

REPLACE PRECISION APPROACH PATH INDICATORS (PAPI), RUNWAY 13/31
& REPLACE GUIDANCE SIGNS, RUNWAY 13/31

PROJECT NUMBERS:
AIP IIJA 3-28-0031-2025 & AIP 3-28-0031-035-2025

PRELIMINARY

NOT FOR

CONSTRUCTION

NEEL-SCHAFFER
Solutions you can build upon

ELECTRICAL LEGEND

WORKING NUMBER:	DRAWING NUMBER:
E1.0	10

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NOTE:
NO WORK REQUIRED ON THIS SHEET. FOR INFORMATION ONLY

GRAPHIC SCALE
200 0 100 200 400
(IN FEET)
1 inch = 200 feet

NOTICE TO DRAWING HOLDER

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REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
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SURVEYED BY: N/A	
DSGN: TCH	DATE: 2/2025
DRWN: LAL	DATE: 2/2025
CHKD: TCH	DATE: 2/2025
QA/QC: MWE	DATE:

REPLACE PRECISION APPROACH PATH INDICATORS (PAPI), RUNWAY 13/31
& REPLACE GUIDANCE SIGNS, RUNWAY 13/31

PROJECT NUMBERS:
AIP IIJA 3-28-0031-2025 & AIP 3-28-0031-035-2025

PRELIMINARY
NOT FOR
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NEEL-SCHAFFER
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OVERALL
ELECTRICAL
DEMOLITION LAYOUT

WORKING NUMBER:	DRAWING NUMBER:
E2.1	11

2/24/2025 2:05 PM p:\projects\30100\30100301\85501\85.55 bobby dixon airport general services - hattiesburg\1385.55.501\v1.0 civil\v1.2 drawings\electrical\dwg\overall elec demo layout.dwg

EXISTING DITCH

EXISTING CONCRETE HEADWALL

EXISTING STORM DRAIN

EDGE OF TAXIWAY

TAXIWAY A1

EDGE OF TAXIWAY

EDGE OF TAXIWAY

TAXIWAY A1

EDGE OF RUNWAY

RUNWAY 13/31

EDGE OF RUNWAY

GENERAL NOTES:

1. CONTRACTOR SHALL PROTECT ALL EXISTING UNDERGROUND UTILITIES ENCOUNTERED DURING TRENCHING AND DEMOLITION.
2. CONTRACTOR SHALL BACKFILL EXCAVATED AREAS DUE TO DEMOLITION, TRENCHING, OR OTHER ACTIVITIES WITH SELECT BACKFILL.
3. EXISTING CONDUCTORS ENCOUNTERED DURING TRENCHING SHALL BE REMOVED AND CUT AT EDGE OF TRENCH. THE REMAINING CONDUCTORS SHALL BE ABANDONDED IN PLACE.

GRAPHIC SCALE

50 0 25 50 100

(IN FEET)
1 inch = 50 ft.

NOTICE TO DRAWING HOLDER

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REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
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FILENAME: Overall Elec Demo Layout.dwg	
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SURVEYED BY: N/A	
DSGN: TCH	DATE: 2/2025
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QA/QC: MWE	DATE:

REPLACE PRECISION APPROACH PATH INDICATORS (PAPI), RUNWAY 13/31 & REPLACE GUIDANCE SIGNS, RUNWAY 13/31

PROJECT NUMBERS:
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PRELIMINARY

NOT FOR

CONSTRUCTION

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Solutions you can build upon

ELECTRICAL DEMOLITION LAYOUT (1 OF 5)

WORKING NUMBER:	DRAWING NUMBER:
E2.2	12

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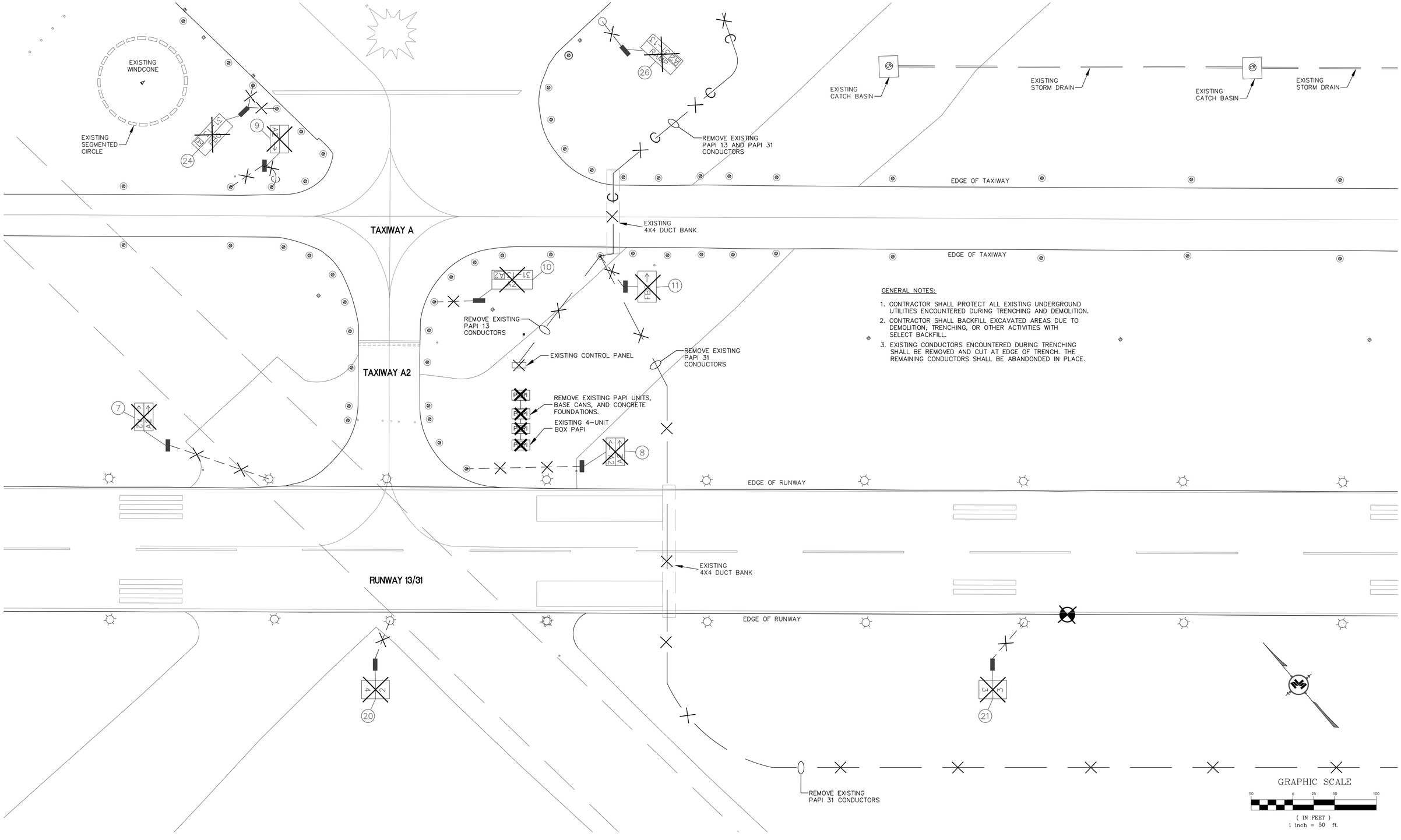

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REPLACE PRECISION APPROACH PATH INDICATORS (PAPI), RUNWAY 13/31 & REPLACE GUIDANCE SIGNS, RUNWAY 13/31

PROJECT NUMBERS:
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Solutions you can build upon

ELECTRICAL DEMOLITION LAYOUT (2 OF 5)

WORKING NUMBER:	DRAWING NUMBER:
E2.3	13

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EDGE OF TAXIWAY

TAXIWAY

EDGE OF TAXIWAY

EXISTING STORM DRAIN

FL=134.62

EXISTING STORM DRAIN

FL=134.04

TAXIWAY A3

12

13

14

31

EDGE OF RUNWAY

RUNWAY 13/31

EDGE OF RUNWAY

22

EXISTING STORM STRUCTURE

EXISTING STORM STRUCTURE

REMOVE EXISTING PAPI 31 CONDUCTORS

GENERAL NOTES:

1. CONTRACTOR SHALL PROTECT ALL EXISTING UNDERGROUND UTILITIES ENCOUNTERED DURING TRENCHING AND DEMOLITION.
2. CONTRACTOR SHALL BACKFILL EXCAVATED AREAS DUE TO DEMOLITION, TRENCHING, OR OTHER ACTIVITIES WITH SELECT BACKFILL.
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GRAPHIC SCALE

50 0 25 50 100

(IN FEET)
1 inch = 50 ft.

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REPLACE PRECISION APPROACH PATH INDICATORS (PAPI), RUNWAY 13/31 & REPLACE GUIDANCE SIGNS, RUNWAY 13/31

PROJECT NUMBERS:
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NEEL-SCHAFFER
Solutions you can build upon

ELECTRICAL
DEMOLITION LAYOUT
(3 OF 5)

WORKING NUMBER:	DRAWING NUMBER:
E2.4	14

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EXISTING POND

FL=133.02

EDGE OF TAXIWAY

TAXIWAY

EDGE OF TAXIWAY

EXISTING STORM DRAIN

FL=133.87

EXISTING STORM DRAIN

FL=135.03

EXISTING STORM DRAIN

FL=136.10

EXISTING UTILITY STORM DRAIN

GENERAL NOTES:

1. CONTRACTOR SHALL PROTECT ALL EXISTING UNDERGROUND UTILITIES ENCOUNTERED DURING TRENCHING AND DEMOLITION.
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EDGE OF RUNWAY

RUNWAY 13/31

EDGE OF RUNWAY

EXISTING GAS LINE

EXISTING GAS LINE EASEMENT

REMOVE EXISTING PAPI UNITS, BASE CANS, AND CONCRETE FOUNDATIONS.

EXISTING 4-UNIT BOX PAPI

EXISTING CONTROL PANEL

EXISTING STORM STRUCTURE

EXISTING STORM STRUCTURE

FL=134.44

REMOVE EXISTING PAPI 31 CONDUCTORS

EXISTING STORM STRUCTURE

EXISTING STORM DRAIN

EXISTING CONCRETE HEADWALL

EXISTING STORM STRUCTURE

GRAPHIC SCALE

50 0 25 50 100

(IN FEET)
1 inch = 50 ft.

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DRWN: LAL	DATE: 2/2025
CHKD: TCH	DATE: 2/2025
QA/QC: MWE	DATE:

REPLACE PRECISION APPROACH PATH INDICATORS (PAPI), RUNWAY 13/31 & REPLACE GUIDANCE SIGNS, RUNWAY 13/31

PROJECT NUMBERS:
AIP IIJA 3-28-0031-2025 & AIP 3-28-0031-035-2025

PRELIMINARY

NOT FOR

CONSTRUCTION

NEEL-SCHAFFER
Solutions you can build upon

ELECTRICAL DEMOLITION LAYOUT (4 OF 5)

WORKING NUMBER:	DRAWING NUMBER:
E2.5	15

EXISTING VAULT

REMOVE EXISTING PAPI 31 CONDUCTORS

EXISTING SEGMENTED CIRCLE

EXISTING WINDCONE

GRAPHIC SCALE

50 0 25 50 100

(IN FEET)
1 inch = 50 ft.

26

31

NOTICE TO DRAWING HOLDER

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QA/QC: MWE	DATE:

REPLACE PRECISION APPROACH PATH INDICATORS (PAPI), RUNWAY 13/31 & REPLACE GUIDANCE SIGNS, RUNWAY 13/31

PROJECT NUMBERS:
AIP IIJA 3-28-0031-2025 & AIP 3-28-0031-035-2025

PRELIMINARY

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NEEL-SCHAFFER
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ELECTRICAL DEMOLITION LAYOUT (5 OF 5)

WORKING NUMBER:	DRAWING NUMBER:
E2.6	16

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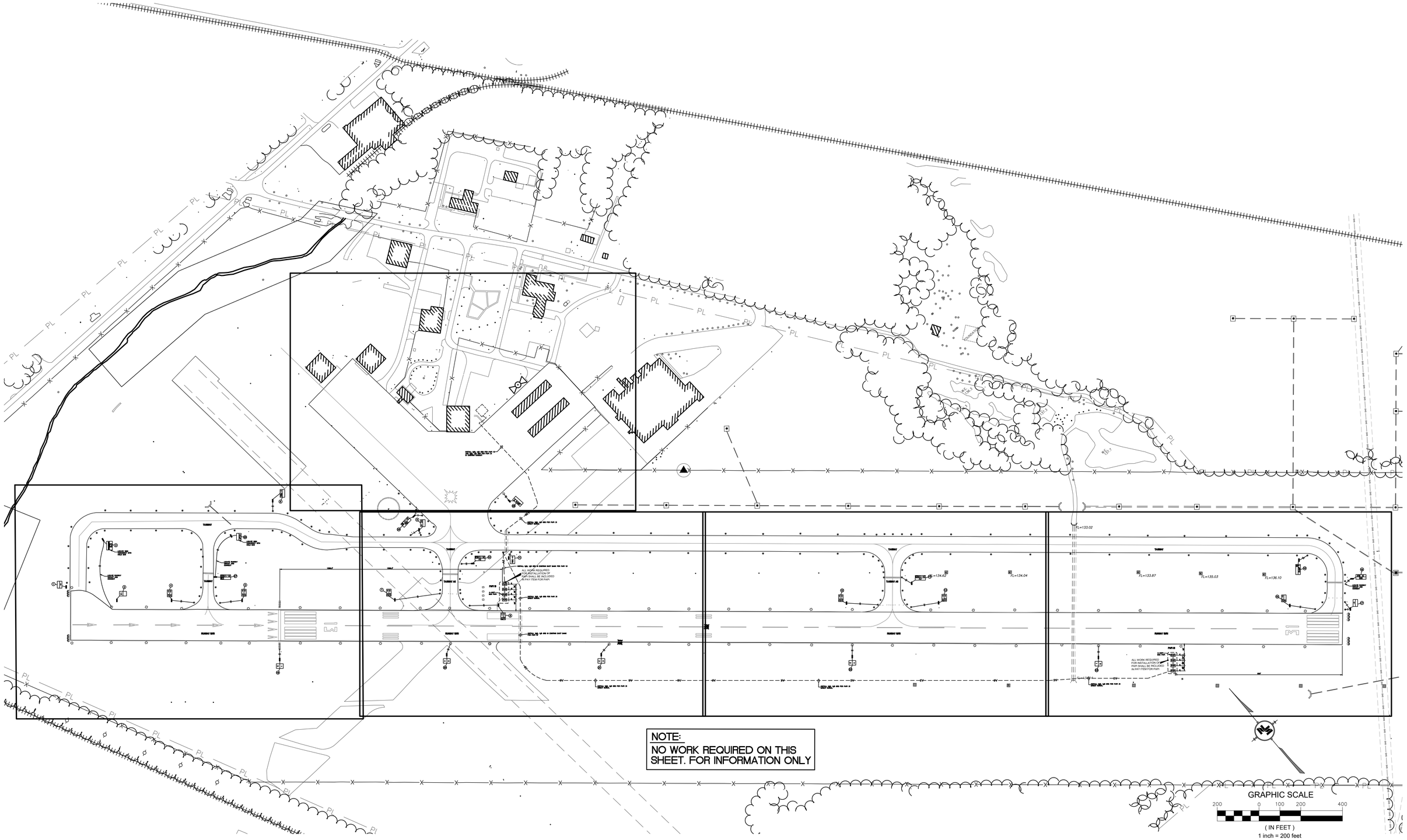

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REVISIONS			
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DRAWING INFORMATION	
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FILENAME: Overall Elec Layout.dwg	
SCALE: 1"=200'	
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DSGN: TCH	DATE: 2/2025
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REPLACE PRECISION APPROACH PATH INDICATORS (PAPI), RUNWAY 13/31 & REPLACE GUIDANCE SIGNS, RUNWAY 13/31

PROJECT NUMBERS:
AIP IIJA 3-28-0031-2025 & AIP 3-28-0031-035-2025

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OVERALL ELECTRICAL LAYOUT

WORKING NUMBER:	DRAWING NUMBER:
E3.1	17

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EXISTING DITCH

EXISTING CONCRETE HEADWALL

EXISTING STORM DRAIN

EDGE OF TAXIWAY

TAXIWAY

EDGE OF TAXIWAY

FBO

6

APCH 25

LOCATE SIGN COINCIDENT WITH HOLD BAR

A3 3

LOCATE SIGN COINCIDENT WITH HOLD BAR

LOCATE RUNWAY CIRCUIT AND CONNECT

LOCATE RUNWAY CIRCUIT AND CONNECT

31-13 A1 27

A1

1066.3'

1

2

13

4

A1 A1

5

A1 A1

TAXIWAY

EDGE OF RUNWAY

RUNWAY 13/31

EDGE OF RUNWAY

5 1

19

GENERAL NOTES:

1. CONTRACTOR SHALL PROTECT ALL EXISTING UNDERGROUND UTILITIES ENCOUNTERED DURING TRENCHING AND NEW INSTALLATION.
2. CONTRACTOR SHALL BACKFILL EXCAVATED AREAS DUE TO DEMOLITION, TRENCHING, OR OTHER ACTIVITIES WITH SELECT BACKFILL.
3. ALL DISTURBED AREAS SHALL BE SEEDED WITH AN APPROVED SEED MIX CONFORMING WITH STANDARD SPECIFICATIONS.

GRAPHIC SCALE

50 0 25 50 100

(IN FEET)
1 inch = 50 ft.

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FILENAME: Overall Elec Layout.dwg	
SCALE: 1"=50'	
SURVEYED BY: N/A	
DSGN: TCH	DATE: 2/2025
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CHKD: TCH	DATE: 2/2025
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REPLACE PRECISION APPROACH PATH INDICATORS (PAPI), RUNWAY 13/31 & REPLACE GUIDANCE SIGNS, RUNWAY 13/31

PROJECT NUMBERS:
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PRELIMINARY

NOT FOR

CONSTRUCTION

NEEL-SCHAFFER
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ELECTRICAL LAYOUT
(1 OF 5)

WORKING NUMBER:	DRAWING NUMBER:
E3.2	18

2/24/2025 2:09 PM jk \projects\0010500\0018500\18535 bobby dodd airport general services - hattiesburg\18535.007\v1.0 civil\v1.2 drawings\electrical\dwg\overall elec layout.dwg

EXISTING WINDCONE

EXISTING SEGMENTED CIRCLE

31-13 A2 FBO

9 A2

24

26 ST RAMP

INSTALL 2#2, 1#8 GRD FOR PAPI 31 DIRECT BURIAL

EXISTING CATCH BASIN

EXISTING STORM DRAIN

EXISTING CATCH BASIN

EXISTING STORM DRAIN

EDGE OF TAXIWAY

EXISTING 4X4 DUCT BANK

TAXIWAY

EDGE OF TAXIWAY

31-13 A2 10

FBO 11

INSTALL 2#6, 1#8 GRD IN EXISTING DUCT BANK FOR PAPI 13

1066.3'

ALL WORK REQUIRED FOR INSTALLATION OF PAPI SHALL BE INCLUDED IN PAY ITEM FOR PAPI

TAXIWAY A2

PAPI 13

4-UNIT BOX PAPI

PAPI

PAPI

PAPI

PAPI

25'

25'

25'

55'

INSTALL 2#2, 1#8 GRD FOR PAPI 31 DIRECT BURIAL

7 A2 A2

EDGE OF RUNWAY

A2 A2 8

EXISTING 4X4 DUCT BANK

RUNWAY 13/31

INSTALL 2#2, 1#8 GRD IN EXISTING DUCT BANK FOR PAPI 31

EDGE OF RUNWAY

4 2 20

3 3 21

INSTALL 2#2, 1#8 GRD FOR PAPI 31 DIRECT BURIAL

PAPI NOTES:

1. CONTRACTOR SHALL SUPPLY SURVEY ELEVATIONS AT THE RUNWAY THRESHOLD CENTERLINE, AT CENTERLINE OF THE RUNWAY AT HE PAPI OFFSET STATION, THE GROUND AT EACH PAPI UNIT, AND AT THE CENTER OF THE APERTURE.
2. INSTALLATION OF PAPI UNIT TO BE IN ACCORDANCE WITH MANUFACTURES INSTRUCTION.
3. CONDUITS ENTERING LIGHT BOXES SHALL BE FASTENED TO LIGHT BOXES WITH LOCK NUTS AND INSULATED CONDUIT BUSHING.
4. REINFORCING BARS NOT TO BE SPLICED.
5. AIMING ANGLE OF EACH PAPI UNIT SHALL BE FASTENED ON UPPER APERTURE FACE OF UNIT WITH 2" METAL PASTE-ON LETTERS AND NUMBERS OR STENCILED ON RUNWAY SIDE OF UNIT. EACH PAPI UNIT SHALL BE INSTALLED WITH THE SAME APERTURE ELEVATION.
6. GROUND CONDUCTOR SHALL BE CONNECTED FROM ROD TO METAL FRAME OF THE EQUIPMENT.
7. SURGE ARRESTERS SHALL BE INSTALLED ON EACH PAPI UNIT. SURGE ARRESTERS SHALL BE INSTALLED WITH ARRESTER LEAD CONNECTED TO LINE TERMINALS WITH LINE CONDUCTORS AND ARRESTER GROUND LEAD CONNECTED TO GROUND CONDUCTOR. LIGHTING ARRESTER SHALL BE TELE-COMMUNICATIONS INDUSTRIES, INC.TYPE NO. 316B OR APPROVED EQUAL OR PER MANUFACTURERS INSTRUCTIONS.
8. CARE MUST BE TAKEN TO ALIGN PAPI PARALLEL TO RUNWAY ± 1/2 DEG.
9. MOUNTING FLANGES TO BE FASTENED TO CONCRETE BY MEANS OF ANCHOR BOLTS EMBEDDED IN CONCRETE AS PER MANUFACTURES RECOMMENDATIONS OR WITH AT LEAST FOUR (4) 3/8" ANCHOR BOLTS. CARE MUST BE TAKEN IN PLACEMENT OF BOLTS TO ASSURE PROPER ALIGNMENT OF PAPI UNITS. MOUNTING ANCHOR BOLTS SHALL BE STAINLESS STEEL.
10. PAPI TO BE FILLED WITH FRANGIBLE COUPLINGS AND BREAK AWAY CONDUCTORS.

GENERAL NOTES:

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GRAPHIC SCALE

50 0 25 50 100

(IN FEET)

1 inch = 50 ft.

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REVISIONS			
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SCALE: 1"=50'	
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DSGN: TCH	DATE: 2/2025
DRWN: LAL	DATE: 2/2025
CHKD: TCH	DATE: 2/2025
QA/QC: MWE	DATE:

REPLACE PRECISION APPROACH PATH INDICATORS (PAPI), RUNWAY 13/31 & REPLACE GUIDANCE SIGNS, RUNWAY 13/31

PROJECT NUMBERS:
AIP IIJA 3-28-0031-2025 & AIP 3-28-0031-035-2025

PRELIMINARY

NOT FOR

CONSTRUCTION

NEEL-SCHAFFER
Solutions you can build upon

ELECTRICAL LAYOUT
(2 OF 5)

WORKING NUMBER:	DRAWING NUMBER:
E3.3	19

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EDGE OF TAXIWAY

EDGE OF TAXIWAY

TAXIWAY

TAXIWAY A3

EXISTING STORM DRAIN

FL=134.62

EXISTING STORM DRAIN

FL=134.04

GENERAL NOTES:

1. CONTRACTOR SHALL PROTECT ALL EXISTING UNDERGROUND UTILITIES ENCOUNTERED DURING TRENCHING AND NEW INSTALLATION.
2. CONTRACTOR SHALL BACKFILL EXCAVATED AREAS DUE TO DEMOLITION, TRENCHING, OR OTHER ACTIVITIES WITH SELECT BACKFILL.
3. ALL DISTURBED AREAS SHALL BE SEEDED WITH AN APPROVED SEED MIX CONFORMING WITH STANDARD SPECIFICATIONS.

31-13 A3
A3
14

12
A3
A3

13
A3
A3

EDGE OF RUNWAY

RUNWAY 13/31

EDGE OF RUNWAY

2 4
22

EXISTING STORM STRUCTURE

EXISTING STORM STRUCTURE

INSTALL 2#2, 1#8 GRD FOR PAPI 31
DIRECT BURIAL

GRAPHIC SCALE

50 0 25 50 100

(IN FEET)
1 inch = 50 ft.

2/24/2026 2:09 PM J:\projects\0015000\0015001\1835 bobby mehr airport general services - hattiesburg\1835.001\4.0 cad\4.2 drawings\electrical\dwg\overall elec layout.dwg

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REVISIONS			
NO.	DATE	BY	DESCRIPTION

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QA/QC: MWE	DATE:

REPLACE PRECISION APPROACH PATH INDICATORS (PAPI), RUNWAY 13/31 & REPLACE GUIDANCE SIGNS, RUNWAY 13/31

PROJECT NUMBERS:
AIP IIJA 3-28-0031-2025 & AIP 3-28-0031-035-2025

PRELIMINARY

NOT FOR

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NEEL-SCHAFFER
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ELECTRICAL LAYOUT
(3 OF 5)

WORKING NUMBER:	DRAWING NUMBER:
E3.4	20

EXISTING POND

FL=133.02

EDGE OF TAXIWAY

TAXIWAY

EDGE OF TAXIWAY

EXISTING STORM DRAIN

EXISTING STORM DRAIN

FL=133.87

EXISTING STORM DRAIN

FL=135.03

EXISTING STORM DRAIN

FL=136.10

EXISTING UTILITY STORM DRAIN

GENERAL NOTES:

1. CONTRACTOR SHALL PROTECT ALL EXISTING UNDERGROUND UTILITIES ENCOUNTERED DURING TRENCHING AND NEW INSTALLATION.
2. CONTRACTOR SHALL BACKFILL EXCAVATED AREAS DUE TO DEMOLITION, TRENCHING, OR OTHER ACTIVITIES WITH SELECT BACKFILL.
3. ALL DISTURBED AREAS SHALL BE SEEDED WITH AN APPROVED SEED MIX CONFORMING WITH STANDARD SPECIFICATIONS.

A4 RAMP 16

18

A4 31 A4

LOCATE RUNWAY CIRCUIT AND CONNECT

15

A4 13

EXISTING GAS LINE

17

EDGE OF RUNWAY

RUNWAY 13/31

EXISTING GAS LINE EASEMENT

GAS

EDGE OF RUNWAY

PAPI 31

4-UNIT BOX PAPI

PAPI

PAPI

PAPI

PAPI

55'

25'

25'

25'

800'

ALL WORK REQUIRED FOR INSTALLATION OF PAPI SHALL BE INCLUDED IN PAY ITEM FOR PAPI

1 5 23

FL=134.14

INSTALL 2#2, 1#8 GRD FOR PAPI 31 DIRECT BURIAL

EXISTING STORM STRUCTURE

EXISTING STORM STRUCTURE

EXISTING STORM STRUCTURE

EXISTING STORM DRAIN

EXISTING CONCRETE HEADWALL

EXISTING STORM STRUCTURE

GRAPHIC SCALE

50 0 25 50 100

(IN FEET)

1 inch = 50 ft.

NOTICE TO DRAWING HOLDER

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CHKD: TCH	DATE: 2/2025
QA/QC: MWE	DATE:

REPLACE PRECISION APPROACH PATH INDICATORS (PAPI), RUNWAY 13/31 & REPLACE GUIDANCE SIGNS, RUNWAY 13/31

PROJECT NUMBERS:
AIP IIJA 3-28-0031-2025 & AIP 3-28-0031-035-2025

PRELIMINARY

NOT FOR

CONSTRUCTION

NEEL-SCHAFFER
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ELECTRICAL LAYOUT
(4 OF 5)

WORKING NUMBER:	DRAWING NUMBER:
E3.5	21

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EXISTING VAULT

INSTALL 2#6, 1#8 GRD FOR PAPI 13
AND 2#2, 1#8 GRD FOR PAPI 31
IN EXISTING CONDUIT

EXISTING SEGMENTED CIRCLE

EXISTING WINDCONE

S RAMP

26

GRAPHIC SCALE

50 0 25 50 100

(IN FEET)
1 inch = 50 ft.

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SCALE: 1"=50'	
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DRWN: LAL	DATE: 2/2025
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QA/QC: MWE	DATE:

REPLACE PRECISION APPROACH PATH INDICATORS (PAPI), RUNWAY 13/31 & REPLACE GUIDANCE SIGNS, RUNWAY 13/31

PROJECT NUMBERS:
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ELECTRICAL LAYOUT
(5 OF 5)

WORKING NUMBER:	DRAWING NUMBER:
E3.6	22

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AIRFIELD SIGNS

INDENTIFIER	EAST / NORTH LEGEND	TYPE	WEST / SOUTH LEGEND	WEST / SOUTH LEGEND	LOAD VOLT – AMP	MODULES	STYLE	SIZE	CIRCUIT	REMARKS
1			⟶	Y	62	1	2	2	TW	EXISTING SIGN TO REMAIN
2	13	L		Y	62	1	2	2	RW	EXISTING SIGN TO REMAIN
3	═ ═ ═ ═ ═	R	[A] 13	R	67	2	2	2	RW	NEW SIGN AND FOUNDATION
4	⟵ A1	Y	A1 ⟶	Y	67	2	2	2	TW	NEW SIGN AND FOUNDATION
5	⟵ A1	Y	A1 ⟶	Y	67	2	2	2	TW	NEW SIGN AND FOUNDATION
6	⟵ FBO	Y		Y	67	2	2	2	TW	NEW SIGN AND FOUNDATION
7	⟵ A2	Y	A2 ⟶	Y	67	2	2	2	TW	NEW SIGN AND FOUNDATION
8	⟵ A2	Y	A2 ⟶	Y	67	2	2	2	TW	NEW SIGN AND FOUNDATION
9	A2 ⟶	Y		Y	67	2	2	2	TW	NEW SIGN AND FOUNDATION
10	31–13 [A2]	R	[A2]	R	74	3	2	2	RW	NEW SIGN AND FOUNDATION
11			FBO ↗	Y	67	2	2	2	TW	NEW SIGN AND FOUNDATION
12	⟵ A3	Y	A3 ⟶	Y	67	2	2	2	TW	NEW SIGN AND FOUNDATION
13	⟵ A3	Y	A3 ⟶	Y	67	2	2	2	TW	NEW SIGN AND FOUNDATION
14	31–13 [A3]	R	[A3]	R	74	3	2	2	RW	NEW SIGN AND FOUNDATION
15			31	L	62	1	2	2	RW	NEW SIGN AND FOUNDATION
16	[A]		[A]		62	1	2	2	TW	NEW SIGN AND FOUNDATION
17	⟵	Y			62	1	2	2	TW	NEW SIGN AND FOUNDATION
18	31 [A4]	R	[A4]		62	2	2	2	RW	NEW SIGN AND FOUNDATION
19	5	B	1	B	62	1	2	4	RW	NEW SIGN AND FOUNDATION
20	4	B	2	B	62	1	2	4	RW	NEW SIGN AND FOUNDATION
21	3	B	3	B	62	1	2	4	RW	NEW SIGN AND FOUNDATION
22	2	B	4	B	62	1	2	4	RW	NEW SIGN AND FOUNDATION
23	1	B	5	B	62	1	2	4	RW	NEW SIGN AND FOUNDATION
24			[FBO]	L	67	2	2	2	TW	NEW SIGN AND FOUNDATION
25			APCH	R	67	2	2	2	RW	NEW SIGN AND FOUNDATION
26			S RAMP	L	74	3	2	2	TW	NEW SIGN AND FOUNDATION
27	31–13 [A1]	R	[A1]	Y	74	3	2	2	RW	NEW SIGN AND FOUNDATION

LEGEND

L – LOCATION (YELLOW LEGEND / BLACK BACKGROUND)

Y – DIRECTION (BLACK LEGEND / YELLOW BACKGROUND)

R – MANDATORY (WHITE LEGEND WITH BLACK OUTLINE / RED BACKGROUND)

B – DISTANCE REMAINING (WHITE LEGEND / BLACK BACKGROUND)

GRAPHIC SCALE

200 0 100 200 400

(IN FEET)

1 inch = 200 feet

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REVISIONS			
NO.	DATE	BY	DESCRIPTION

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SCALE: 1"=200'	
SURVEYED BY: N/A	
DSGN: TCH	DATE: 2/2025
DRWN: LAL	DATE: 2/2025
CHKD: TCH	DATE: 2/2025
QA/QC: MWE	DATE:

REPLACE PRECISION APPROACH PATH INDICATORS (PAPI), RUNWAY 13/31 & REPLACE GUIDANCE SIGNS, RUNWAY 13/31

PROJECT NUMBERS:

AIP IIJA 3-28-0031-2025 & AIP 3-28-0031-035-2025

PRELIMINARY

NOT FOR

CONSTRUCTION

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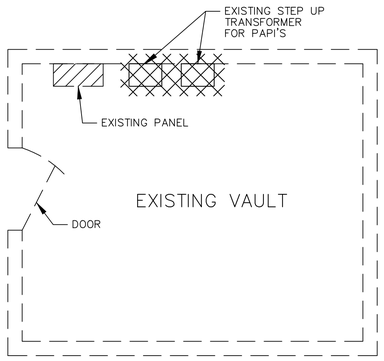
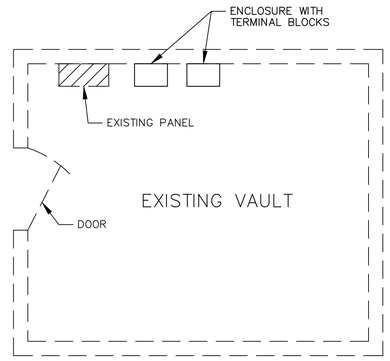
AIRPORT GUDIANCE SIGN LAYOUT

WORKING NUMBER:	DRAWING NUMBER:
E4.1	23

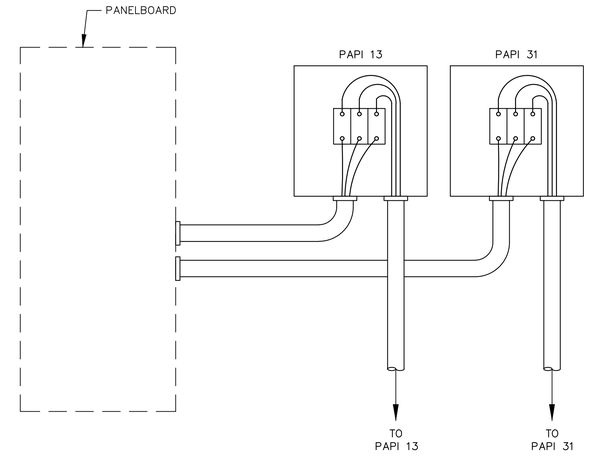
2/24/2025 3:18 PM K:\projects\030500\018500\18535 bailey stein airport general services - hartlesburg\18535.001\V4.0 cad\V4.2 drawings\electrical\dwg\Airport guidance sign layout.dwg



EXISTING VAULT DEMOLITION PLAN
N.T.S.



EXISTING VAULT INSTALLATION PLAN
N.T.S.



DEMOLITION NOTE:

1. DISCONNECT AND REMOVE EXISTING PAPI STEP UP TRANSFORMERS.

INDICATES COMPONENTS TO BE REMOVED AND DISPOSED OF.

INSTALLATION NOTES:

1. INSTALL TWO ENCLOSURES WITH POWER TERMINAL BLOCKS FOR TRANSITION FROM #10 CONDUCTOR FROM PANEL BREAKERS TO #6 AND #2 CONDUCTORS TO PAPI'S.
2. PAPI 31 SHALL BE CONNECTED TO CIRCUIT 12,14.
3. PAPI 13 SHALL BE CONNECTED TO CIRCUIT 6,8.

GENERAL NOTES:

1. THE WORK SHALL INCLUDE THE REMOVAL OF EXISTING ITEMS AS INDICATED IN THE CONTRACT DOCUMENTS. THE OWNER RETAINS THE FIRST RIGHT OF REFUSAL FOR SUCH ITEMS. ALL DEMOLITION DEBRIS AND MATERIALS SHALL BE REMOVED AND DISPOSED OF.
2. ALL WORK SHALL BE COORDINATED WITH THE OWNER TO MINIMIZE THE DISRUPTION OF ACTIVITY IN THE AREA OF DEMOLITION AND INSTALLATION.
3. REMOVE ALL ITEMS INCLUDED IN THE DEMOLITION PORTION OF THE WORK COMPLETELY WITHIN THE LIMITS ESTABLISHED BY THE DRAWING. ALL SURFACES AND AREAS SHALL BE LEFT IN CLEAN STATE AFTER ITEMS ARE REMOVED.

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REPLACE PRECISION APPROACH PATH INDICATORS (PAPI), RUNWAY 13/31 & REPLACE GUIDANCE SIGNS, RUNWAY 13/31

PROJECT NUMBERS:
AIP IIJA 3-28-0031-2025 & AIP 3-28-0031-035-2025

PRELIMINARY
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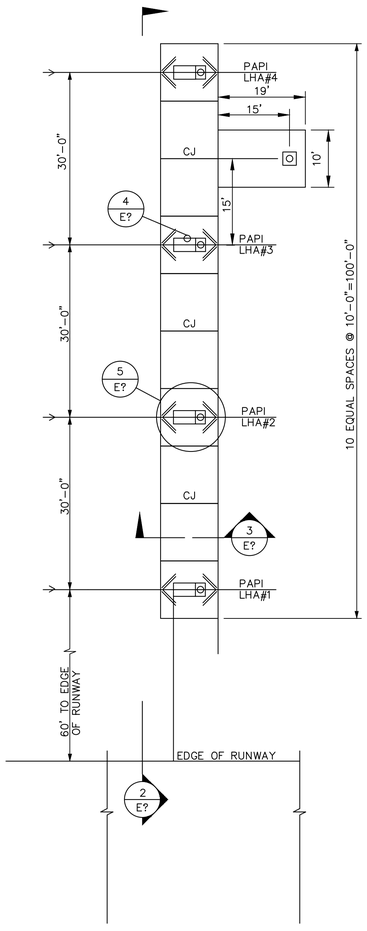
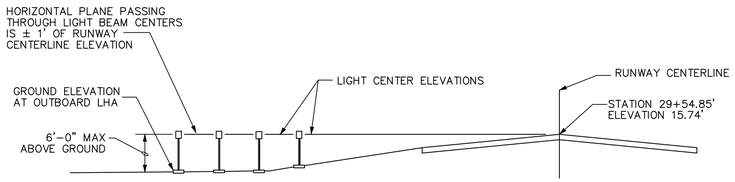
EXISTING VAULT
ELECTRICAL MODIFICATION
DETAILS

WORKING NUMBER:	DRAWING NUMBER:
E5.1	24

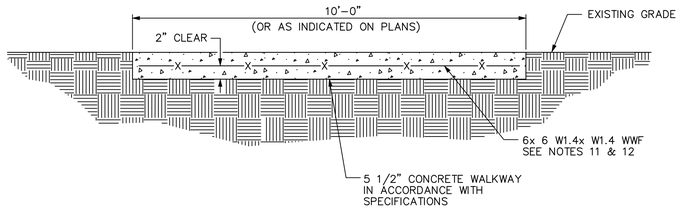
3/24/2025 2:11 PM J:\projects\0015000\0015900\18635 bixby state airport general services - hattiesburg\18635.001\4.0 cad\4.2 drawings\electrical\dwg\elec det-3.dwg



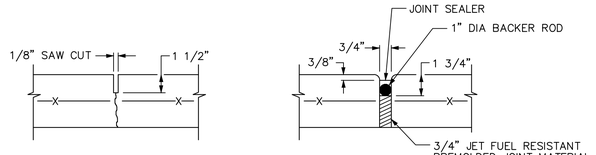
1 E? PAPI WALK AREA N.T.S.



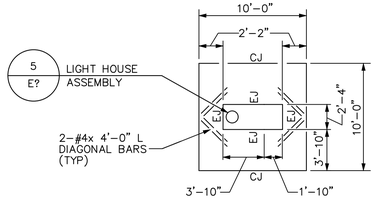
2 E? ELEVATION OF LHA CONFIGURATION N.T.S.



3 E? WALK AREA SECTION N.T.S.



4 E? CONCRETE WALK JOINTS N.T.S.

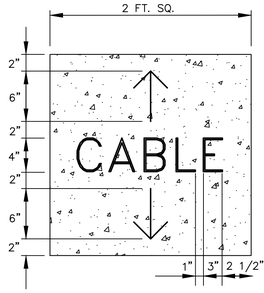


EJ = EXPANSION JOINT
CJ = CONTROL JOINT

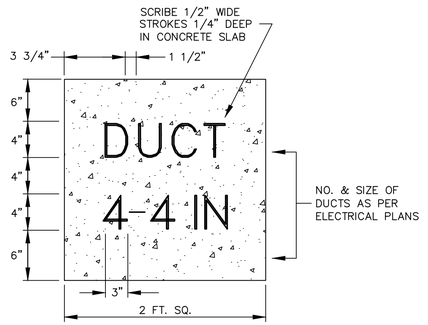
5 E? PAPI PAD LAYOUT N.T.S.

NOTES

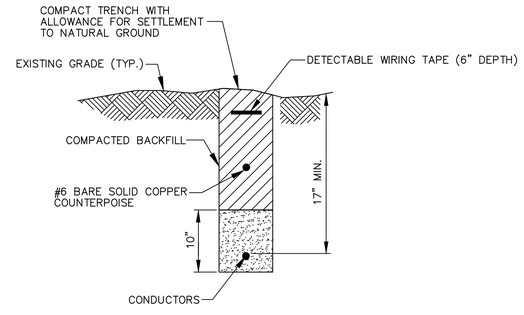
1. INSTALL A 5 1/2" DEEP CONCRETE WALK AREA FOR THE PAPI SYSTEM AT THE LIMITS SHOWN AFTER THE INSTALLATION OF THE GROUNDING SYSTEM AS SHOWN ON DRAWING TRI-D-PAPI05-E003. PRIOR TO INSTALLATION OF WALK AREA REMOVE 3" OF TOPSOIL AND INSTALL EXPANSION JOINT MATERIAL AROUND THE PAPI LAMP HOUSING ASSEMBLIES AND POWER AND CONTROL STATION FOUNDATIONS PER DRAWING C006 AND DETAIL 4 ON THIS DRAWING. THE TOP SURFACE OF THE CONCRETE WALK AREA AFTER INSTALLATION SHALL BE 1 INCH MAXIMUM ABOVE THE EXISTING GRADE.
2. EACH LAMP HOUSING ASSEMBLY SHALL BE AIMED OUTWARD INTO THE APPROACH ZONE ON A PARALLEL TO THE RUNWAY CENTERLINE WITHIN A TOLERANCE OF 1/4 +/- .
3. FACE OF LENSES OF ALL LHA'S SHALL BE LOCATED ON A LINE PERPENDICULAR TO THE RUNWAY CENTERLINE. THE FRONT FACES OF EACH LIGHT UNIT TO BE WITHIN +/- 3 INCHES OF THIS LINE.
4. THE BEAM CENTERS OF ALL LIGHT UNITS SHALL BE WITHIN +/- 1 INCH OF A HORIZONTAL PLANE.
5. AIM EACH OF THE FOUR UNITS TO THE DESIGNED VERTICAL ANGLE USING THE SPECIAL LEVELING DEVICE FURNISHED WITH THE EQUIPMENT. CONSULT THE EQUIPMENT INSTRUCTION BOOK FOR DETAILED PROCEDURES ON USE OF THIS DEVICE.
6. AIMING ANGLE IN DECIMAL DEGREES SHALL BE STENCILED WITH BLACK PAINT IN A CONSPICUOUS LOCATION ON EACH HOUSING UNIT AND SHALL BE SIZED AT 3 INCHES (MIN).
7. INSTALL STAINLESS STEEL ALL-THREAD ROD SUCH THAT 1 INCH THREAD REMAINS EXPOSED ON EACH SIDE OF THE PAPI HOUSING, FOLLOWING FINAL AIMING. SEE DETAIL 4 ON DRAWING TRI-D-PAPI05-C006.
8. SET TILT SWITCH IN EACH LAMP HOUSING ASSEMBLY PER DETAILED PROCEDURES IN EQUIPMENT INSTRUCTION BOOK.
9. ALL HARDWARE USED FOR MOUNTING BOXES, CONDUITS, ETC, SHALL BE STAINLESS STEEL. ALL FASTENERS (NUTS, BOLTS, ETC) SHALL BE STAINLESS STEEL. UNISTRUT SHALL BE STAINLESS STEEL.
10. INSTALL RIGID SWEEPS BELOW GRADE ON ALL RIGID CONDUITS. ALL RIGID CONDUITS BELOW GRADE SHALL BE PAINTED WITH ASPHALTUM.
11. CONCRETE FOR WALK AREA SHALL BE IN ACCORDANCE WITH ITEM P-610.
12. WHERE SPLICED, MINIMUM LAP LENGTH OF WWF SHALL BE 24".
13. STOP THE REINFORCEMENT AT EACH SIDE OF THE CONTROL JOINT AND THE EXPANSION JOINT.
14. PREMOLDED JOINT MATERIAL SHALL BE PREMOLDED SPONGE RUBBER, 3/4" JET FUEL RESISTANT, EXTENDING AROUND PAPI FOUNDATIONS AND 4 1/4" DEEP. JOINT SEALING FILLER SHALL BE ASTM 1854.
15. FOR CONDUITS AND GROUNDING, SEE ELECTRICAL DRAWINGS.



(TYPICAL)



CABLE DUCT N.T.S.



TYPICAL SECTION

DIRECT BURY CABLE IN TRENCH N.T.S.

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REVISIONS				DRAWING INFORMATION	
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				DSGN: TCH	DATE: 2/2025
				DRWN: LAL	DATE: 2/2025
				CHKD: TCH	DATE: 2/2025
				QA/QC: MWE	DATE:

REPLACE PRECISION APPROACH PATH INDICATORS (PAPI), RUNWAY 13/31
& REPLACE GUIDANCE SIGNS, RUNWAY 13/31

PROJECT NUMBERS:
AIP IIJA 3-28-0031-2025 & AIP 3-28-0031-035-2025

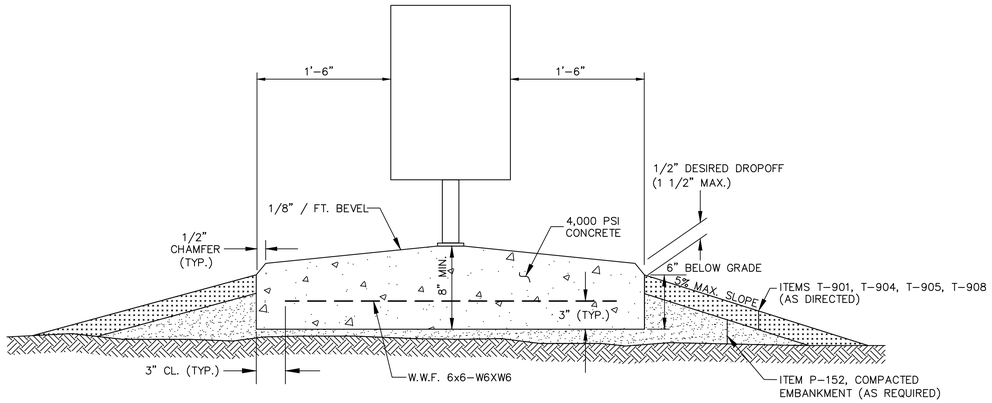
PRELIMINARY
NOT FOR
CONSTRUCTION

NEEL-SCHAFFER
Solutions you can build upon

ELECTRICAL DETAILS
(1 OF 3)

WORKING NUMBER:	DRAWING NUMBER:
E5.2	25

2/24/2025 2:12 PM N:\projects\00135001\001800\18635 bobby stein airport general services - hartlesburg\18635.001\4.0 cad\4.2 drawings\electrical\dwg\elec det-1.dwg



SIGN FOUNDATION DETAIL

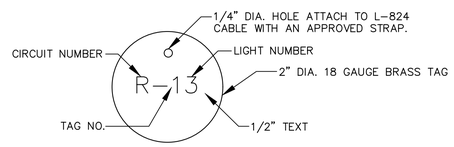
N.T.S.

NOTES

1. USE OF SOD AND/OR SEEDING AND MULCHING FOR EROSION CONTROL AROUND SIGN FOUNDATIONS SHALL BE DETERMINED BASED ON SITE CONDITIONS DURING CONSTRUCTION AND AS DIRECTED BY THE ENGINEER.

2. ITEM P–152 (EMBANKMENT) AND ITEM T–905 (TOPSOIL) ARE CONSIDERED INCIDENTAL TO THE CONSTRUCTION TO THE SIGN AND/OR SIGN FOUNDATION. NO SEPARATE PAYMENT SHALL BE MADE FOR TOPSOIL OR EMBANKMENT REQUIRED TO DRESS THE AREA AROUND NEW AND/OR EXISTING SIGNS.

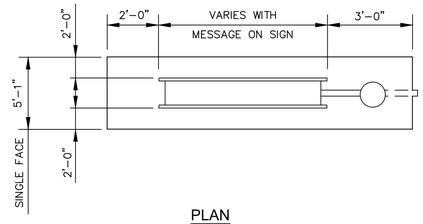
3. EXISTING FOUNDATIONS SHALL BE MODIFIED BY ADDING CONCRETE TO END OF FOUNDATION FOR TWO MODULE SIGN REPLACING ONE MODULE SIGN TO MEET SIZE OF FOUNDATION REQUIREMENTS.



ALL L–858 AIRFIELD SIGNAGE SHALL BE IDENTIFIED WITH A BRASS TAG WITH ITS RESPECTIVE TAG NUMBER COORDINATE NUMBERING METHOD WITH THE OWNER.

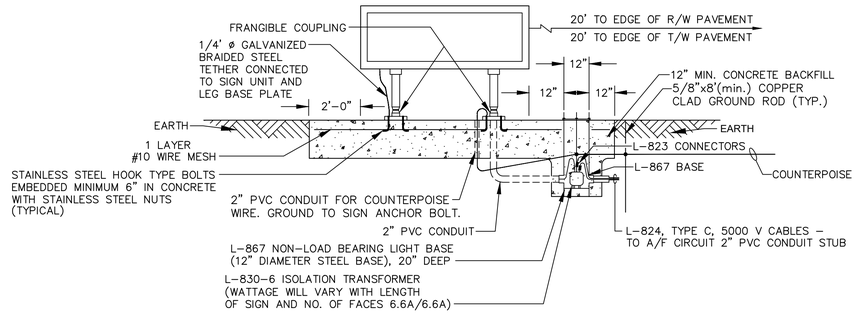
TYPICAL AIRFIELD GUIDANCE SIGN AND LIGHT ID TAG

N.T.S.



PLAN

N.T.S.



L-858 TAXIWAY GUIDANCE SIGN DETAIL
L-858 (TYPICAL)

N.T.S.

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			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N–S PROJECT NO.:	
FILENAME: Elec Det–5.dwg	
SCALE: N/A	
SURVEYED BY: N/A	
DSGN: TCH	DATE: 2/2025
DRWN: LAL	DATE: 2/2025
CHKD: TCH	DATE: 2/2025
QA/QC: MWE	DATE:

REPLACE PRECISION APPROACH PATH INDICATORS (PAPI), RUNWAY 13/31 & REPLACE GUIDANCE SIGNS, RUNWAY 13/31

PROJECT NUMBERS:
AIP IIJA 3-28-0031-2025 & AIP 3-28-0031-035-2025

PRELIMINARY

NOT FOR

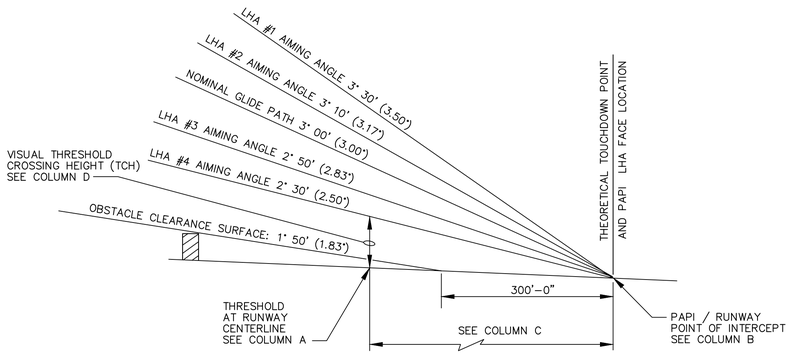
CONSTRUCTION

NEEL–SCHAFFER
Solutions you can build upon

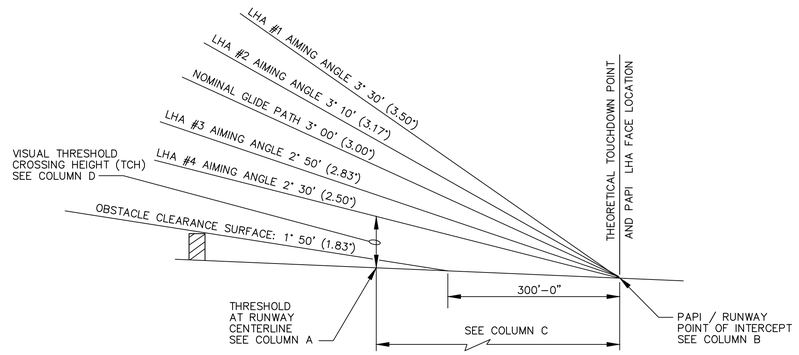
ELECTRICAL DETAILS
(2 OF 3)

WORKING NUMBER:	DRAWING NUMBER:
E5.3	26

2/24/2025 2:12 PM J:\projects\00135001\001800\18635 baldy chain airport general services - hollister\g\196.35.001 v.4.0 ccsf\4.2 drawings\electrical\dwg\elec det–5.dwg



1 / E-?? PAPI AIMING ANGLES (RUNWAY 13)
N.T.S.



1 / E-?? PAPI AIMING ANGLES (RUNWAY 31)
N.T.S.

RUNWAY 13				
DESIGNATION	THRESHOLD AT RUNWAY (A)	PAPI / RUNWAY POINT OF INTERCEPT (B)	DISTANCE FROM THE RUNWAY THRESHOLD TO FACE OF PAPI LENSES (C)	VISUAL THRESHOLD CROSSING HEIGHT (D)
ELEVATION (FT. IN MSL)	148.26'	145.91'		
NORTHING	643375.83	642874.03		
EASTING	851750.01	852509.29		
FEET			1066.3'	50.00'

RUNWAY 31				
DESIGNATION	THRESHOLD AT RUNWAY (A)	PAPI / RUNWAY POINT OF INTERCEPT (B)	DISTANCE FROM THE RUNWAY THRESHOLD TO FACE OF PAPI LENSES (C)	VISUAL THRESHOLD CROSSING HEIGHT (D)
ELEVATION (FT. IN MSL)	142.06'	142.45'		
NORTHING	640250.81	640579.52		
EASTING	855322.25	854760.78		
FEET			800.1'	40.00

NOTE

1. CONTRACTOR SHALL FIELD VERIFY POINT-OF-INTERCEPT SHOWN ON SITE PLANS AND COLUMN "B" ON THIS DRAWING. ANY DIFFERENCES CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY.

NOTICE TO DRAWING HOLDER

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REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N-S PROJECT NO.:	
FILENAME: Elec Det-4.dwg	
SCALE: N/A	
SURVEYED BY: N/A	
DSGN: TCH	DATE: 2/2025
DRWN: LAL	DATE: 2/2025
CHKD: TCH	DATE: 2/2025
QA/QC: MWE	DATE:

REPLACE PRECISION APPROACH PATH INDICATORS (PAPI), RUNWAY 13/31 & REPLACE GUIDANCE SIGNS, RUNWAY 13/31

PROJECT NUMBERS:
AIP IIJA 3-28-0031-2025 & AIP 3-28-0031-035-2025

PRELIMINARY
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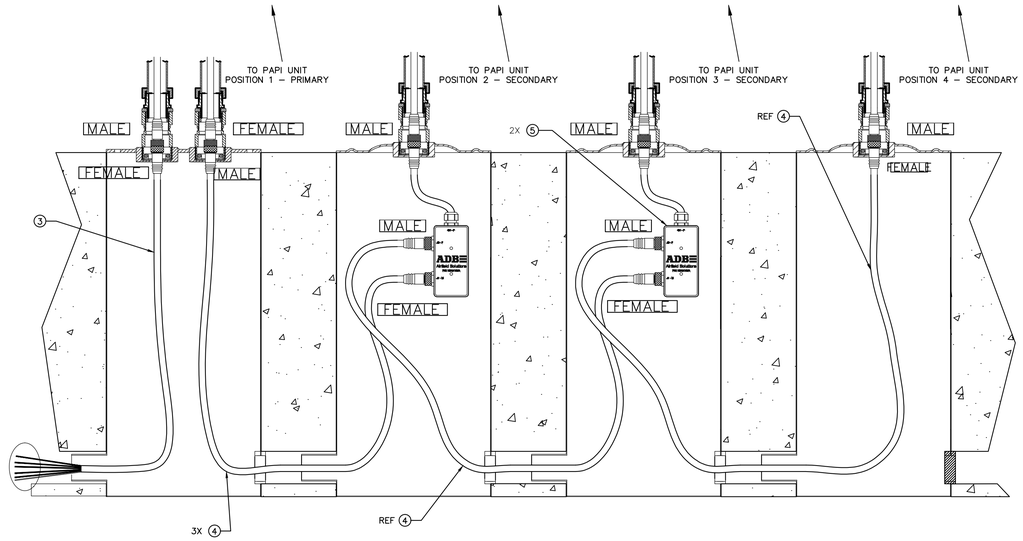
CONSTRUCTION

NEEL-SCHAFFER
Solutions you can build upon

ELECTRICAL DETAILS
(3 OF 3)

WORKING NUMBER:	DRAWING NUMBER:
E5.4	27

3/24/2025 2:12 PM J:\projects\0015000\0015001\18635 bixby chdn airport general services - hattiesburg\18635.001\4.0 cad\4.2 drawings\electrical\dwg\elec det-4.dwg

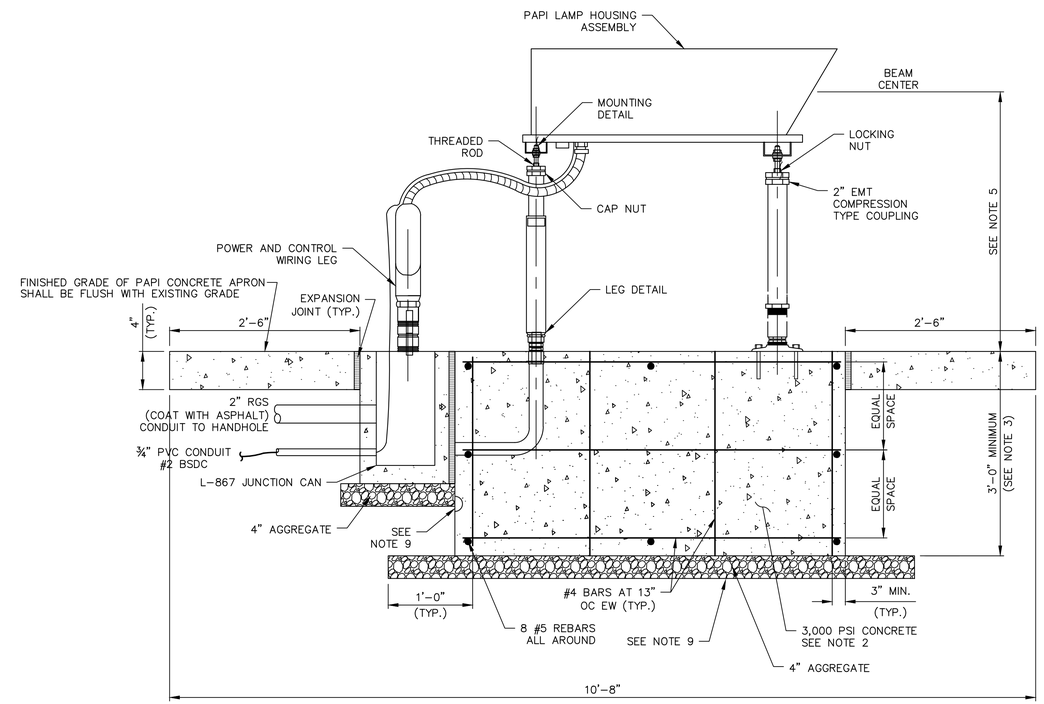


NOTES:

1. DURING INSTALLATION OF CABLE SYSTEM, LEAVE CAPS IN PLACE TO PROTECT CONNECTORS/RECEPTACLES. REMOVE CAPS ONLY WHEN MAKING FINAL CONNECTIONS.

POWER AND CONTROL WIRING LB

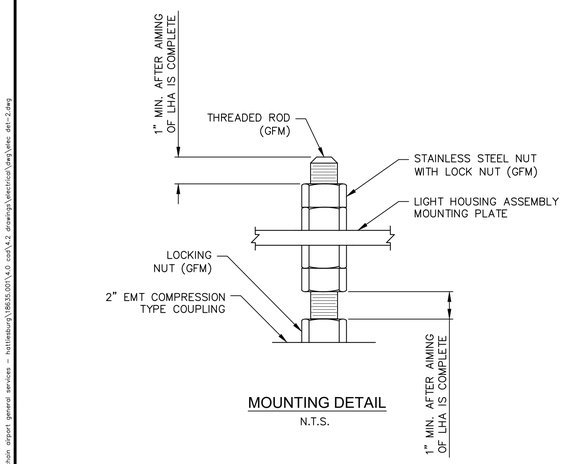
N.T.S.



UNIT FOUNDATION DETAIL

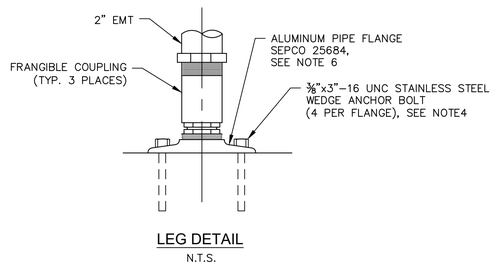
N.T.S.

SEE NOTES 1 AND 2



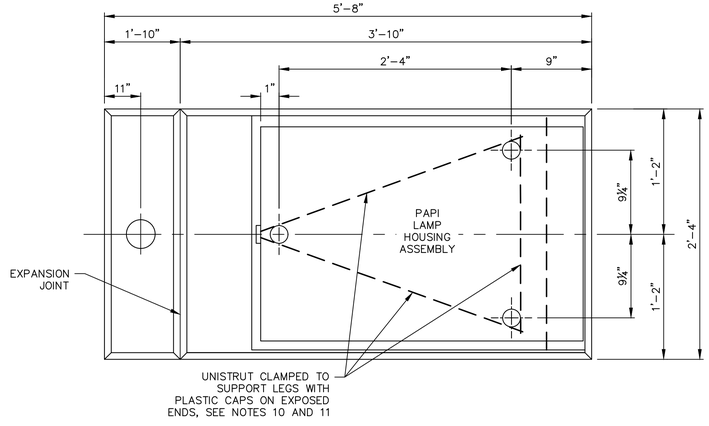
MOUNTING DETAIL

N.T.S.



LEG DETAIL

N.T.S.



PLAN VIEW

LAMP HOUSING ASSEMBLY

N.T.S.

NOTES:

1. THE LHA'S FOUNDATION SHALL BE DESIGNED FOR A MINIMUM BEARING CAPACITY OF 3000 PSI.
2. THE CONCRETE SHALL DEVELOP A MINIMUM 28–DAY COMPRESSIVE STRENGTH OF 3000 PSI, WITH A MAXIMUM SLUMP OF 3 INCH. MAXIMUM AGGREGATE SIZE 3/4 INCH. CONCRETE WAS NOT LOADED FOR AT LEAST 7 DAYS AFTER CONCRETE PLACEMENT. THE CONCRETE SHALL BE LEVELED (±1/8") AND BROOM FINISHED.
3. DRILL HOLES AND INSTALL DOUBLE EXPANSION TYPE STAINLESS STEEL ANCHOR BOLTS WHEN THE PAPI UNITS HAVE BEEN ACCURATELY LOCATED.
4. LENGTH OF 2 INCH EMT SUPPORTS ARE SUCH THAT THE BEAM CENTERS OF THE LIGHT UNITS SHALL BE WITHIN ±1 INCH OF THE ELEVATION OF THE RUNWAY CROWN ADJACENT TO THE PAPI UNITS.
5. COAT THE FLANGE SURFACE RESTING ON THE CONCRETE WITH AN ASPHALTIC COMPOUND FOR METAL PROTECTION. A NEOPRENE GASKET IS AN ACCEPTABLE ALTERNATIVE.
6. THE HEIGHT OF THE POWER AND CONTROL LEG SHALL BE KEPT TO A MINIMUM.
7. APPLY COLD–GALVANIZED COMPOUND TO ALL CONDUIT THREADS (FIRST CLEAN OIL FROM THREADS).
8. WHERE REQUIRED AT PAPI FOUNDATIONS, FILL SHALL BE PLACED IN ACCORDANCE WITH ITEM P–152.
9. L–867 MULTIPLE OPENING BASE PLATE SHALL HAVE 3 OPENINGS FOR ALL LHA's.
10. CONTRACTOR MAY POUR L867 BASE CAN IN LHA SLAB, BUT OVERALL SLAB DIMENSIONS SHALL REMAIN THE SAME (2'–4" x 5'–8"), ALL REINFORCEMENT SHALL BE MODIFIED NOT TO EXCEED DIMENSIONS SHOWN ON DETAIL 2 AND EDGE CLEARANCES SHALL BE MAINTAINED.
11. THE UNISTRUT BRACING IS NOT REQUIRED IF THE HEIGHT OF THE EMT SUPPORT LEGS ARE 4 FEET OR LESS.

NOTICE TO DRAWING HOLDER

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REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N–S PROJECT NO.:	
				FILENAME: Elec Det–2.dwg	
				SCALE: N/A	
				SURVEYED BY: N/A	
				DSGN: TCH	DATE: 2/2025
				DRWN: LAL	DATE: 2/2025
				CHKD: TCH	DATE: 2/2025
				QA/QC: MWE	DATE:

REPLACE PRECISION APPROACH PATH INDICATORS (PAPI), RUNWAY 13/31 & REPLACE GUIDANCE SIGNS, RUNWAY 13/31

PROJECT NUMBERS:
AIP IIJA 3-28-0031-2025 & AIP 3-28-0031-035-2025

PRELIMINARY
NOT FOR
CONSTRUCTION

NEEL–SCHAFFER
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PAPI MOUNTING PLANS AND FOUNDATION DETAILS

WORKING NUMBER:	DRAWING NUMBER:
E6.0	28

3/24/2025 2:13 PM J:\projects\0015000\0015053\1835 bixby chote airport general services - hattiesburg\1835.001\4.0 cad\4.2 drawings\sheets\dwg\elec det–2.dwg

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Betsy Mercier, Director of Parks and Recreation**

cc:

Date: **Tuesday, March 4, 2025**

Re: **Approve the sale of grave spaces, per attached Memo's, Receipts and Deeds.**
File Number: 2025-168
Minute Book #

Summary
Approve the sale of grave spaces, per attached Memo's, Receipts and Deeds.

Recommendation Statement
I am recommending the approval for the sale of grave spaces.

Please place this on the March 4, 2025 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Emanuel J, II & Delia H. Meteau

(2) Spaces $ 350.00

Southeast Quarter (SE ¼)

Lot 34, Section 39, Highland Cemetery

Ella H. Strong

(1) Space $ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 34, Section 39, Highland Cemetery

Kevin Curry

(2) Spaces $ 350.00

Southeast Quarter (SE ¼)

Lot 81, Section 38, Highland Cemetery

Linda Nunn Pridgen

(4) Spaces $ 700.00

East Half (E ½)

Lot 98, Section 38, Highland Cemetery

James Nicholson

(1) Space $ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 61, Section 39, Highland Cemetery

Larry P. Smith

(2) Spaces $ 350.00

Southwest Quarter (SW ¼)

Lot 38, Section 39, Highland Cemetery

Keighslee McCoy

(1) Space $ 175.00

West Half (W ½) of the Southeast Quarter (SE ¼)

Lot 143, Section 22, Highland Cemetery

Jill Hinton

(2) Spaces $ 300.00

Southeast Quarter (SE ¼)

Lot 1, Section 1, South Hill Cemetery

Otis & Sherry Pittman

(1) Spaces $ 350.00

Southeast Quarter (SE ¼)

Lot 92, Section 38, Highland Cemetery

Lukani Hosey

(1) Space $ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 20, Section 39, Highland Cemetery

Howard Gilmore

(1) Space $ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 1, Section 36, Highland Cemetery

Lynn Chiche

(1) Space $ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 72, Section 39, Highland Cemetery

Lynn Chiche

(1) Space $ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 64, Section 39, Highland Cemetery

Lynn Chiche

(2) Spaces $ 350.00

Northeast Quarter (NE ¼)

Lot 72, Section 39, Highland Cemetery

Mary Sue Smith

(1) Space $ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 39, Section 39, Highland Cemetery

Margaret Dwight Shelton

(1) Space $ 150.00

West Half (W ½) of the Southwest Quarter (SW ¼)

Lot 146, Section 1, South Hill Cemetery

Heather Marshall

(1) Space $ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 82, Section 38, Highland Cemetery

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 1/13/ 20 25

SOLD TO:

Mr.. Mrs. Miss Otis & Sherry Pittman

ADDRESS 1109 Cedar st., Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

- ½ SE ¼ Lot No. 92 Section No. 38 in Highland Cemetery

Number of grave spaces (2) Price per grave space $ ~~350.00~~ 175.00 each

Price Received $ 350.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By Jonmichael Moncree

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 02-03- 20 25

SOLD TO:

Mr.. Mrs. Miss Jill Hinton

ADDRESS 14 Harris Dr, Petal MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

SE ½ - ¼ Lot No. 1 Section No. 1 in SouthHill Cemetery

Number of grave spaces 2 Price per grave space $ 150.00

Price Received $ 300.00

CK# 2181

CITY OF HATTIESBURG, MISSISSIPPI

By Jonmichael Moncree

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 01-30- 20 25

SOLD TO:

Mr.. Mrs. Miss Larry P. Smith

ADDRESS 26 S/S Hobson RD Hattiesburg MS, 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

- ½ SW ¼ Lot No. 38 Section No. 39 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

Debit Card

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Avera

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 01/17/ 2025

SOLD TO:

Mr.. Mrs. Miss Emanuel J. II & Delia H. Meteau

ADDRESS 120 Parkwood Dr. Hattiesburg, 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

— ½ SE ¼ Lot No. 34 Section No. 39 in Highland Cemetery

Space # 5 + #6

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

Credit Card

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burnett

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 1/23/ 2025

SOLD TO:

Mr.. Mrs. Miss Kevin Curry

ADDRESS 121 Oak Crest Drive, Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

— ½ SE ¼ Lot No. 81 Section No. 38 in Highland Cemetery

Number of grave spaces (2) Price per grave space $ 175.00

Price Received $ 350.00

Debit Card

CITY OF HATTIESBURG, MISSISSIPPI

By Jan Moncrief

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 01/17/ 2025

SOLD TO:

Mr.. Mrs. Miss Ella H. Strong

ADDRESS 87 Creedmoor, Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ NE ¼ Lot No. 34 Section No. 39 in Highland Cemetery

Space # 7

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

Credit Card

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burnett

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 01-30- 2025

SOLD TO:

Mr.. Mrs. Miss Keighslee McCoy

ADDRESS 710 Hall Ave Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

W ½ SE ¼ Lot No. 143 Section No. 22 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

Ck# 325

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Avera
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 01-30- 2025

SOLD TO:

Mr.. Mrs. Miss James Nicholson

ADDRESS 710 Hall Ave Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ NE ¼ Lot No. 61 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

Ck# 325

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Avera
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 02-04- 2025

SOLD TO:

Mr.. Mrs. Miss LaKani Hosey

ADDRESS 22 Lakewood Drive Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ SW ¼ Lot No. 20 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

Debit Card

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Avera

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 1/28/ 20 25

SOLD TO:

Mr.. Mrs. Miss Linda Nunn Pridgen

ADDRESS 547 Boomer Park, San Antonio, TX 78205

desires to purchase the grave space described below, subject to Cemetery regulations.

E ½ ¼ Lot No. 98 Section No. 38 in Highland Cemetery

Number of grave spaces 4 Price per grave space $ 175.00

Price Received $ 700.00

Debit card

CITY OF HATTIESBURG, MISSISSIPPI

By Jana Moncree
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 2-11- 20 25

SOLD TO:

Mr.. Mrs. Miss Heward Gilmore

ADDRESS 224 May Ave, Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N ½ SE ¼ Lot No. 1 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Jana Moncree
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 02/11/ 2025

SOLD TO:

Mr.. Mrs. Miss Lynn Chiche

ADDRESS 6871 Marshal foch street New Orleans LA 70124

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ SE ¼ Lot No. 64 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

~~Debit Card~~
Check #908

CITY OF HATTIESBURG, MISSISSIPPI

By Jana Moncree
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 02/11/ 2025

SOLD TO:

Mr.. Mrs. Miss Lynn Chiche

ADDRESS 6871 Marshal foch Street, New Orleans LA 70124

desires to purchase the grave space described below, subject to Cemetery regulations.

N ½ SE ¼ Lot No. 72 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

~~Debit Card~~
Check #908

CITY OF HATTIESBURG, MISSISSIPPI

By Jana Moncree
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 02/11/ 2025

SOLD TO:

Mr.. Mrs. Miss Lynn Chiche

ADDRESS 6871 Marshal foch Street New Orleans LA 70124

desires to purchase the grave space described below, subject to Cemetery regulations.

~~—~~ ½ NE ¼ Lot No. 72 Section No. 39 in Highland Cemetery

~~Number~~ of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

~~Debit Card~~
Check # 908

CITY OF HATTIESBURG, MISSISSIPPI

By Jana Moncree
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 2/19/ 2025

SOLD TO:

Mr., Mrs. Miss Mary Sue Smith

ADDRESS 125 Shelby Street Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ SE ¼ Lot No. 39 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 Janice Moncree

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 2-20- 2025

SOLD TO:

Mr., Mrs. Miss Heather Marshall

ADDRESS 104 Saucier Dr, Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ NE ¼ Lot No. 82 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

Debit Card

CITY OF HATTIESBURG, MISSISSIPPI

By Jan Moncree

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 02-18- 2025

SOLD TO:

Mr., Mrs. Miss Margaret Dwight Shelton

ADDRESS 1004 Spencer Street, Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

W ½ SW ¼ Lot No. 146 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space $ 150.00

Price Received $ 150.00

CITY OF HATTIESBURG, MISSISSIPPI

By Janice Moncree

Supt. of City Cemeteries

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
SOUTH HILL CEMETERY

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars ($150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Margaret Dwight Shelton , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W½) of the Southwest Quarter (SW¼)

Lot Number: 146 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 4th day of March, 2025.

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 Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 4th day of March, 2025.

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 Heather Marshall, 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 Northeast Quarter (NE¼)
Lot Number 82 Section 38

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 3rd day of March, 2025.

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 3rd day of March, 2025.

My Commission Expires:

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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 Mary Sue Smith, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southeast Quarter (SE¼)
Lot Number 39 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 3rd day of March, 2025.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, 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 3rd day of March, 2025.

My Commission Expires:

_____

_____
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of SEVEN HUNDRED AND NO/100 Dollars ($700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Linda Nunn Pridgen, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½)
Lot 98 Section Number: 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Four (4) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of March, 2025.

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 3rd day of March 2025.

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 Lukani Hosey, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)
Lot Number 20 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 3rd day of March, 2025.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, 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 3rd day of March, 2025.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto James Nicholson, 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 Northeast Quarter (NE¼)
Lot Number 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 3rd day of March, 2025.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

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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 3rd day of March, 2025.

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 Keighslee McCoy, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W½) of the Southeast Quarter (SE¼)
Lot Number 143 Section 22

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 3rd day of March, 2025.

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 3rd day of March, 2025.

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 Ella H. Strong, 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 Northeast Quarter (NE¼)
Lot Number 64 Section 38

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 3rd day of March, 2025.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, 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 3rd day of March, 2025.

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, Kevin Curry, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number 81 Section Number 38

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 3rd day March, 2025

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 3rd day of March, 2025

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, Emanuel J. II & Delia H. Meteau, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number 34 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 3rd day March, 2025

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 3rd day of March, 2025

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, Larry P. Smith, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¼)

Lot Number 38 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 3rd day March, 2025

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 3rd day of March, 2025

My Commission Expires:

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_____
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
SOUTH HILL CEMETERY

For and in consideration of the sum of THREE HUNDRED AND NO/100 Dollars ($300.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Jill Hinton, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number: 1 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing Two (2) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of March, 2025.

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 Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 3rd day of March 2025.

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, Otis & Sherry Pittman, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number 92 Section Number 38

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 3rd day March, 2025

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 3rd day of March, 2025

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, Lynn Chiche, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¼)

Lot Number 72 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 3rd day March, 2025

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 3rd day of March, 2025

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 Lynn Chiche, 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 Number 64 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 3rd day of March, 2025.

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 3rd day of March, 2025.

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 Lynn Chiche, 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 Number 72 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 3rd day of March, 2025.

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 3rd day of March, 2025.

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 Howard Gilmore, 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 Number 1 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of March, 2025.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, 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 3rd day of March, 2025.

My Commission Expires:

_____

_____
NOTARY PUBLIC

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Kermas Eaton, City Clerk**

cc:

Date: **Tuesday, March 4, 2025**

Re: **Approve claims docket for the period ending February 28, 2025.**
File Number: 2025-179
Minute Book #

Summary
Approve claims docket for the period ending February 28, 2025.

Recommendation Statement
I recommend approval of this item.

Please place this on the March 4, 2025 City Council meeting for consideration.

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/5 TO 2025/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001000			BALANCE SHEET							
001000	060100			GAS/LUBRICANT-CITY BARN						
003497	MAPLES GAS COMPANY	299369	2501946	2025	5	INV	P	5,484.46	022825	307497 GAS & DIESEL/FUEL S
003497	MAPLES GAS COMPANY	299370	2501946	2025	5	INV	P	14,443.85	022825	307497 GAS & DIESEL/FUEL S
003497	MAPLES GAS COMPANY	299931	2502023	2025	5	INV	P	18,931.20	022825	307497 GAS & DIESEL/FUEL S
								38,859.51		
					ACCOUNT TOTAL			38,859.51		
				ORG 001000	TOTAL			38,859.51		
001001			REVENUES							
001001	332000			POLICE FINES						
004271	SOUTHERN FINANCIAL S	CMCHAT 2/6/25	0	2025	5	INV	P	96.40	022825	307568 POLICE FINES COLLEC
004271	SOUTHERN FINANCIAL S	CMCHAT3 1/8-2/6/25	0	2025	5	INV	P	2,510.41	022825	307567 POLICE FINES COLLEC
								2,606.81		
					ACCOUNT TOTAL			2,606.81		
				ORG 001001	TOTAL			2,606.81		
001003			CITY COUNCIL							
001003	611002			TRAVEL EXP-WARD 2						
002645	DELGADO, DEBORAH DEN	OT#10634DDELGADO	0	2025	5	INV	P	239.60	022825	307448 COUNCIL-DDELGADO'S
002645	DELGADO, DEBORAH DEN	OT10553DDELGADO	0	2025	5	INV	P	118.37	022825	307448 COUNCIL-DDELGADO RE
								357.97		
					ACCOUNT TOTAL			357.97		
				ORG 001003	TOTAL			357.97		
001015			CITY COURT							
001015	604800			OTHER PROF.-SAMSA GRANT						
003917	PINE BELT MENTAL HEA	2024-06	0	2025	5	INV	P	19,184.55	022825	307536 COURT BHC PINE BELT
003917	PINE BELT MENTAL HEA	2024-09	0	2025	5	INV	P	10,255.11	022825	307536 COURT BHC PINE BELT
								29,439.66		
					ACCOUNT TOTAL			29,439.66		
001015	604901			OTHER PROF-TECHNOLOGY						
004482	TYLER TECHNOLGIES IN	025-494505	0	2025	5	INV	P	69,735.75	022825	307583 ANNUAL AND MAINT FE
					ACCOUNT TOTAL			69,735.75		
001015	635000			BUILDING R&M						
048837	MAINSPACE OFFICE	2777	2500935	2025	5	INV	P	1,168.65	022825	307496 COURT PANELS FOR FI
					ACCOUNT TOTAL			1,168.65		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/5 TO 2025/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ORG 001015 TOTAL			100,344.06			
001020		MAYOR/ADMIN.								
001020 611000				TRAVEL EXPENSE						
003274	JONES, ANN	2025-HURRICANE CONF	0	2025 5	INV	P	272.00	022825	307484	TRAVEL/2025 NATIONA
				ACCOUNT TOTAL			272.00			
001020 615000				ADVERTISING						
003055	H'BURG DOWNTOWN ASSN 2		0	2025 5	INV	P	2,500.00	022825	307470	2025 DHA ANNUAL MEE
				ACCOUNT TOTAL			2,500.00			
001020 684500				REGISTRATION FEE/TUITION						
002143	AREA DEVELOPMENT PAR	1006	0	2025 5	INV	P	1,000.00	022825	307411	LEADERSHIP PINEBELT
				ACCOUNT TOTAL			1,000.00			
				ORG 001020 TOTAL			3,772.00			
001040		MUNICIPAL CLERK								
001040 501000				OTHER EXPENDABLE OFF.SPL						
004484	U P S STORE, THE (HA	1312025	0	2025 5	INV	P	61.82	022825	307584	EXPRESS MAIL PITNEY
				ACCOUNT TOTAL			61.82			
001040 636500				OFFICE EQUIPMENT R&M						
048766	OFFICE DEPOT	406891934001	2501549	2025 5	INV	P	128.67	022825	307526	OFFICE SUPPLIES JAN
048766	OFFICE DEPOT	406892786001	2501549	2025 5	INV	P	12.67	022825	307526	MAGAZINE HOLDER, 4P
048766	OFFICE DEPOT	406892787001	2501549	2025 5	INV	P	29.29	022825	307526	HOLDER MAGAZINE, BL
							170.63			
				ACCOUNT TOTAL			170.63			
				ORG 001040 TOTAL			232.45			
001042		ACCOUNTING DIV.								
001042 510000				CLEANING/JANITORIAL SPLY						
050811	IMPERIAL DADE	36515070	2501291	2025 5	INV	P	309.04	022825	307477	PAPER TOWELS - ACCO
				ACCOUNT TOTAL			309.04			
				ORG 001042 TOTAL			309.04			
001080		HUMAN RESOURCES								
001080 500300				PAPER						
003810	OFFICE PRODUCTS PLUS	1080924-0	2501510	2025 5	INV	P	641.42	022825	307527	ITEMS PER QUOTE BY
				ACCOUNT TOTAL			641.42			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/5 TO 2025/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001080	500500				PRINTED FORMS					
002294	BOURNE BROTHERS PRIN	94716	2500591	2025 5	INV	P	720.00	022825	307422	PRINTED FORMS FOR H
					ACCOUNT TOTAL		720.00			
001080	501000				OTHER EXPENDABLE OFF.SPL					
003810	OFFICE PRODUCTS PLUS	1081110-0	2501535	2025 5	INV	P	98.14	022825	307527	HR OFFICE SUPPLIES
					ACCOUNT TOTAL		98.14			
001080	636500				OFFICE EQUIPMENT R&M					
004050	RICOH CORP	40215177	0	2025 5	INV	P	185.85	022825	307550	HR COPIER/PRINTER L
004050	RICOH CORP	5070869536	0	2025 5	INV	P	90.86	022825	307550	HR COPIER/PRINTER U
							276.71			
					ACCOUNT TOTAL		276.71			
					ORG 001080 TOTAL		1,736.27			
001090			URBAN DEVELOPMT							
001090	604900				OTHER PROFESSIONAL SERV.					
047055	INTERPRETERS & TRANS	212809URBDEV	0	2025 5	INV	P	57.28	022825	307481	INTERPRETING SERVIC
					ACCOUNT TOTAL		57.28			
					ORG 001090 TOTAL		57.28			
001091			INFO TECHNOLOGY							
001091	508000				COMPUTER SUPPLIES					
003721	MULTITECH OFFICE MAC	25020577	2501864	2025 5	INV	P	1,679.95	022825	307517	INK CARTRIDGES - IT
003721	MULTITECH OFFICE MAC	25020761	2501864	2025 5	INV	P	184.85	022825	307517	INK CARTRIDGES - IT
							1,864.80			
					ACCOUNT TOTAL		1,864.80			
001091	603500				DATA PROCESSING					
003583	METRIX SOLUTIONS	M121164	0	2025 5	INV	P	1,503.84	022825	307500	CYLANCE QUARTERLY R
					ACCOUNT TOTAL		1,503.84			
001091	604900				OTHER PROFESSIONAL SERV.					
002158	AT&T	0591 2.8.25	0	2025 5	INV	P	47.00	022825	307413	INTERACT SUPPORT -
002158	AT&T	0598 2.8.25	0	2025 5	INV	P	6,790.00	022825	307413	INTERACT SUPPORT -
							6,837.00			
					ACCOUNT TOTAL		6,837.00			
001091	606800				NETWORK					
003912	PILEUM CORPORATION	P120864	0	2025 5	INV	P	2,936.25	022825	307534	BILLABLE TIME - IT

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/5 TO 2025/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL			2,936.25			
001091	636500			OFFICE EQUIPMENT R&M						
002476	CIVIC PLUS LLC	313643	0	2025 5	INV	P	1,599.65	022825	307440	PREMIUM BUNDLE - IT
003342	KRONOS INCORPORATED	12355380	2404757	2025 5	INV	P	1,476.43	022825	307491	KRONOS RENEWAL - IT
003583	METRIX SOLUTIONS	M120640	0	2025 5	INV	P	2,144.70	022825	307500	OFFICE 365 LICENSES
				ACCOUNT TOTAL			5,220.78			
				ORG 001091 TOTAL			18,362.67			
001095			G/G INS.OTH SER							
001095	602700			MEDICAL						
002856	FORREST GENERAL HOSP	EAP331-013125	0	2025 5	INV	P	1,785.00	022825	307462	EMPLOYEE ASSISTANCE
				ACCOUNT TOTAL			1,785.00			
001095	604900			OTHER PROFESSIONAL SERV.						
002327	BROADDUS & ASSOCIATE	4102-34	0	2025 5	INV	P	5,582.50	022825	307425	CNSULT SVC PROJ HBU
002327	BROADDUS & ASSOCIATE	4103-55	0	2025 5	INV	P	5,635.00	022825	307425	CONSULT SVC 04-30-2
							11,217.50			
002523	COMCAST CABLEVISION	2/15/25-3/14/25	0	2025 5	INV	P	306.34	022825	307442	COMCAST -H'BURG CIT
002807	USI CONSULTING	1103777	0	2025 5	INV	P	10,000.00	022825	307588	GASB 75 ACTUARIAL V
004482	TYLER TECHNOLGIES IN	045-505121	0	2025 5	INV	P	4,748.36	022825	307583	MUNIS PACE - HANNAH
049263	NOBLE MOTIVE INC	2122	0	2025 5	INV	P	1,850.00	022825	307524	MONTHLY WEBSITE DES
				ACCOUNT TOTAL			28,122.20			
001095	606000			TELEPHONE AND TELEGRAPH						
002158	AT&T	L2025-02.13	0	2025 5	INV	P	103.04	022825	307413	AT&T BLUE LIGHTS ON
				ACCOUNT TOTAL			103.04			
001095	699900			SERVICES NOT SPECIFIED						
049324	FLANAGAN CONSTRUCTIO	610	2501677	2025 5	INV	P	34,200.00	022825	307461	TWO QUOTE-DEMO & DE
				ACCOUNT TOTAL			34,200.00			
				ORG 001095 TOTAL			64,210.24			
001096			FED PROG ADMIN							
001096	6032LT			CONTRC SERV LEAD TESTING						
051220	KNOCKOUT HOME	1738	0	2025 5	INV	P	1,200.00	022825	307490	LEAD INSPECTION 208

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/5 TO 2025/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							ACCOUNT TOTAL 1,200.00			
							ORG 001096 TOTAL 1,200.00			
001100			POLICE/PUB.SFTY							
001100	500300			PAPER						
003810	OFFICE PRODUCTS PLUS	1084716-0	2502013	2025	5	INV	P 695.40	022825	307527	OFFICE SUPPLIES-HPD
003810	OFFICE PRODUCTS PLUS	1084716-1	2502013	2025	5	INV	P 91.92	022825	307527	OFFICE SUPPLIES-HPD
							787.32			
							ACCOUNT TOTAL 787.32			
001100	501000			OTHER EXPENDABLE OFF.SPL						
003810	OFFICE PRODUCTS PLUS	1084716-0	2502013	2025	5	INV	P 91.12	022825	307527	OFFICE SUPPLIES-HPD
003810	OFFICE PRODUCTS PLUS	1084716-1	2502013	2025	5	INV	P 176.88	022825	307527	OFFICE SUPPLIES-HPD
							268.00			
048766	OFFICE DEPOT	409631818001	2501885	2025	5	INV	P 87.45	022825	307526	OFFICE SUPPLIES-HPD
							ACCOUNT TOTAL 355.45			
001100	510000			CLEANING/JANITORIAL SPLY						
050811	IMPERIAL DADE	35290313	2404779	2025	5	INV	P 1,846.18	022825	307477	CLEANING AND BUILDI
050811	IMPERIAL DADE	35334012	0	2025	5	INV	P 5.34	022825	307477	PO#2404779 LONG LOO
050811	IMPERIAL DADE	35741897	0	2025	5	INV	P 26.70	022825	307477	PO#2404779 LONG LOO
050811	IMPERIAL DADE	36207989	2500996	2025	5	INV	P 743.35	022825	307477	TISSUE AND PAPER TO
050811	IMPERIAL DADE	36515100	2501478	2025	5	INV	P 2,112.16	022825	307477	JANITORIAL SUPPLIES
							4,733.73			
							ACCOUNT TOTAL 4,733.73			
001100	525000			GAS AND OIL						
002869	FUELMAN OF MS	NP67941513	0	2025	5	INV	P 76.98	022825	307464	OFF SITE FUEL-HPD
							ACCOUNT TOTAL 76.98			
001100	535000			UNIFORMS, BADGES, ETC.						
002879	GALL'S LLC	030397455	2500972	2025	5	INV	P 170.40	022825	307465	EQUIP FOR STOCK/ SH
							ACCOUNT TOTAL 170.40			
001100	535500			WEARING APPAREL						
004106	SACKS OUTDOOR SUPPLY	202	2502033	2025	5	INV	P 493.00	022825	307556	CLOTHING ALLOWANCE
							ACCOUNT TOTAL 493.00			
001100	546000			MINOR EQUIPMENT						
003067	HEADSETS DIRECT INC	89058	2501800	2025	5	INV	P 556.50	022825	307472	HEADSETS FOR DISPAT

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/5 TO 2025/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL			556.50			
001100	559000			OTHER OPERATING MATL/SPLY						
004510	UNIVERSITY OF MISSIS	6668	2501811	2025 5	INV	P	198.00	022825	307586	LAW BOOKS FOR CHIEF
				ACCOUNT TOTAL			198.00			
001100	570000			MTR VEHICLE REP. PTS/SPL						
002060	ADVANCE AUTO PARTS	5604504443010	2501953	2025 5	INV	P	121.70	022825	307404	PARTS FOR 20151-HPD
003746	NAPA AUTO PARTS	000029	2501042	2025 5	INV	P	59.27	022825	307520	PART FOR UNIT# 1970
003746	NAPA AUTO PARTS	000035	2501047	2025 5	INV	P	334.79	022825	307520	PARTS FOR UNIT# 183
003746	NAPA AUTO PARTS	000061	2501137	2025 5	INV	P	267.29	022825	307520	PARTS FOR UNIT# 197
003746	NAPA AUTO PARTS	000071	2501136	2025 5	INV	P	150.12	022825	307520	PARTS FOR UNIT# 166
003746	NAPA AUTO PARTS	000088	2501162	2025 5	INV	P	137.90	022825	307520	PARTS FOR SHOP-HPD
003746	NAPA AUTO PARTS	000090	2501164	2025 5	INV	P	253.09	022825	307520	PARTS FOR UNIT# 183
003746	NAPA AUTO PARTS	000154	2501247	2025 5	INV	P	548.05	022825	307520	PART FOR UNIT# 1831
003746	NAPA AUTO PARTS	000334	2501393	2025 5	INV	P	776.16	022825	307520	PARTS FOR SHOP-HPD
003746	NAPA AUTO PARTS	000429	2501396	2025 5	INV	P	216.24	022825	307520	PART FOR UNIT# 2084
003746	NAPA AUTO PARTS	000431	2501394	2025 5	INV	P	137.85	022825	307520	PARTS FOR SHOP-HPD
003746	NAPA AUTO PARTS	000486	2501449	2025 5	INV	P	65.16	022825	307520	PARTS FOR SHOP-HPD
003746	NAPA AUTO PARTS	000778	2501722	2025 5	INV	P	61.44	022825	307520	PART FOR UNIT# 2039
003746	NAPA AUTO PARTS	000822	2501721	2025 5	INV	P	318.45	022825	307520	PARTS FOR SHOP-HPD
003746	NAPA AUTO PARTS	000995	2501860	2025 5	INV	P	97.68	022825	307520	PARTS FOR UNIT# 211
003746	NAPA AUTO PARTS	001074	2501861	2025 5	INV	P	193.34	022825	307520	PART FOR SHOP-HPD
							3,616.83			
004514	UNIVERSITY TIRE & SE	INV249320	2501962	2025 5	INV	P	3,452.00	022825	307587	TIRES FOR STOCK-HPD
048827	CARQUEST	14758-41733	2500241	2025 5	INV	P	123.00	022825	307432	PARTS FOR UNIT# 166
048827	CARQUEST	14758-41735	2500238	2025 5	INV	P	260.06	022825	307431	PARTS FOR UNIT# 197
048827	CARQUEST	14758-41757	2500277	2025 5	INV	P	30.49	022825	307433	PARTS FOR SHOP-HPD
048827	CARQUEST	14758-41993	2500279	2025 5	INV	P	325.92	022825	307431	PARTS FOR UNIT# 201
048827	CARQUEST	14758-42310	2500550	2025 5	INV	P	385.36	022825	307431	PARTS FOR UNIT# 197
048827	CARQUEST	14758-42311	2500552	2025 5	INV	P	51.71	022825	307432	PART FOR UNIT# 1934
048827	CARQUEST	14758-42312	2500542	2025 5	INV	P	84.65	022825	307432	PART FOR UNIT# 1930
048827	CARQUEST	14758-42313	2500547	2025 5	INV	P	320.70	022825	307431	PARTS FOR SHOP-HPD
048827	CARQUEST	14758-42317	2500543	2025 5	INV	P	211.99	022825	307431	PARTS FOR UNIT# 197
048827	CARQUEST	14758-42460	2500635	2025 5	INV	P	176.90	022825	307431	PARTS FOR SHOP-HPD
048827	CARQUEST	14758-42461	2500636	2025 5	INV	P	499.75	022825	307431	PARTS FOR SHOP-HPD
048827	CARQUEST	14758-43014	2500942	2025 5	INV	P	1,025.32	022825	307431	PARTS FOR SHOP AND
048827	CARQUEST	14758-43152	2500941	2025 5	INV	P	197.98	022825	307431	PARTS FOR SHOP AND
048827	CARQUEST	14758-43154	2501055	2025 5	INV	P	119.19	022825	307432	PARTS FOR UNIT# 197
048827	CARQUEST	14758-43196	2501113	2025 5	INV	P	17.59	022825	307433	PART FOR UNIT# 1831
048827	CARQUEST	14758-43222	2501141	2025 5	INV	P	26.69	022825	307433	PART FOR UNIT# 2015
048827	CARQUEST	14758-43257	2500939	2025 5	INV	P	22.97	022825	307433	PARTS FOR SHOP-HPD
048827	CARQUEST	14758-43259	2500695	2025 5	INV	P	51.21	022825	307432	PARTS FOR SHOP-HPD
							3,931.48			
051212	GULF COAST OIL	116789	2501423	2025 5	INV	P	1,048.80	022825	307469	OIL FOR SHOP-HPD

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/5 TO 2025/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL			12,170.81			
001100	604900			OTHER PROFESSIONAL SERV.						
002037	AB SUPPORT SERVICES	HPD002	2501146	2025 5	INV	P	1,996.00	022825	307402	CLEANING SAFETY COM
002471	CINTAS CORPORATION #	4220384644	0	2025 5	INV	P	60.98	022825	307436	MAT RENTALS FOR PUB
002471	CINTAS CORPORATION #	4221129446	0	2025 5	INV	P	60.98	022825	307436	MAT RENTALS FOR PUB
							121.96			
047055	INTERPRETERS & TRANS	212809	0	2025 5	INV	P	143.20	022825	307481	INTERRETER SERVICE
				ACCOUNT TOTAL			2,261.16			
001100	604921			NOLA EXPENSE						
003979	PROJECT NOLA	1838	2501972	2025 5	INV	P	8,900.00	022825	307543	ANNUAL NOLA CLOUD F
				ACCOUNT TOTAL			8,900.00			
001100	606000			TELEPHONE AND TELEGRAPH						
002158	AT&T	0563149329001 2/25	0	2025 5	INV	P	49.52	022825	307415	POLICE DISPATCH LON
002158	AT&T	54549101030591 2/25	0	2025 5	INV	P	197.96	022825	307414	POLICE DISPATCH
002158	AT&T	T2025- 8-FEB	0	2025 5	INV	P	76.00	022825	307413	AT&T CLUB SERVICE-6
							323.48			
				ACCOUNT TOTAL			323.48			
001100	611000			TRAVEL EXPENSE						
002349	BUCKHALTER, LASHUAND	10621OT	0	2025 5	INV	P	540.74	022825	307427	TRAVEL ADVANCE FOR
047192	ROBINSON THOMAS	10619OT	0	2025 5	INV	P	540.74	022825	307554	TRAVEL ADVANCE FOR
				ACCOUNT TOTAL			1,081.48			
001100	612000			FREIGHT						
003067	HEADSETS DIRECT INC	89058	2501800	2025 5	INV	P	21.00	022825	307472	HEADSETS FOR DISPAT
				ACCOUNT TOTAL			21.00			
001100	630000			GAS						
004321	SPIRE	G2025-02.10	0	2025 5	INV	P	9,366.33	022825	307574	SPIRE-VARIOUS DEPAR
				ACCOUNT TOTAL			9,366.33			
001100	635000			BUILDING R&M						
002905	GILLILANDS ELECTRONI	16696	0	2025 5	INV	P	125.00	022825	307468	REBOOTED ACCESS CON
004234	SMITH, JIM SERVICES	i94390	0	2025 5	INV	P	95.23	022825	307565	CHECKED ALL SHOWER
				ACCOUNT TOTAL			220.23			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/5 TO 2025/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001100	636500			OFFICE EQUIPMENT R&M						
004057	RJ YOUNG COMPANY	INV7373833	0	2025 5	INV	P	351.66	022825	307551	MB#2021-89 ADMIN CO
004057	RJ YOUNG COMPANY	INV7374797	0	2025 5	INV	P	586.97	022825	307551	FILE# 2024-96 DETEC
							938.63			
				ACCOUNT TOTAL			938.63			
001100	638400			MOTOR VEHICLE EQ. R&M						
002169	AUTOMOTIVE GLASS SPE	I265608	2501866	2025 5	INV	P	375.00	022825	307417	REPAIRS TO UNIT# 18
004514	UNIVERSITY TIRE & SE	INV244372	2500249	2025 5	INV	P	749.96	022825	307587	TIRES FOR UNIT# 219
004514	UNIVERSITY TIRE & SE	INV245012	2500154	2025 5	INV	P	103.45	022825	307587	OIL CHANGE FOR UNIT
004514	UNIVERSITY TIRE & SE	INV247200	2501197	2025 5	INV	P	259.36	022825	307587	REPAIRS TO UNIT# 22
							1,112.77			
050094	PRO 1 WINDOW TINTING	INV0230	0	2025 5	INV	P	70.00	022825	307541	TINT REMOVAL AND SI
				ACCOUNT TOTAL			1,557.77			
001100	639800			TOW IN CHARGES						
003389	LARRY'S WRECKER SERV	13776	0	2025 5	INV	P	70.00	022825	307494	TOWING OF ALTIMA TA
003389	LARRY'S WRECKER SERV	13906	0	2025 5	INV	P	70.00	022825	307494	TOWING OF UNIT# 183
							140.00			
				ACCOUNT TOTAL			140.00			
001100	641700			MOTORCYCLE RENT						
048971	ENTERPRISE FM TRUST	FBN5241568	0	2025 5	INV	P	10,923.36	022825	307459	MB# 2022-221 LEASE
				ACCOUNT TOTAL			10,923.36			
				ORG 001100 TOTAL			55,275.63			
001131			JOINT P&F TRNG.							
001131	559000			OTHER OPERATING MATL/SPLY						
051009	PINNACLE PRECISION	200	2500732	2025 5	INV	P	4,120.00	022825	307538	AMMUNITION
				ACCOUNT TOTAL			4,120.00			
001131	599000			OTHER REPAIR/MAINT. SPL.						
051390	SCOTT TAYLOR	TAYLORTOWING/2.21.25	0	2025 5	INV	P	175.00	022825	307558	HATTIESBURG - VIN:1
				ACCOUNT TOTAL			175.00			
001131	6110FR			MINOR EQUIPMENT-FIRE						
050866	SMITH ROBERT	SMITH/10606	0	2025 5	INV	P	272.00	022825	307564	SMITH TRAVEL TO PEA
051383	ROBERSON, JOSHUA	ROBERSON/10607	0	2025 5	INV	P	340.00	022825	307553	ROBERSON TRAVEL TO

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/5 TO 2025/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
051386	BOUNDS, AUSTIN	BOUNDS/10608	0	2025 5	INV	P	272.00	022825	307421	BOUNDS TRAVEL TO PE
				ACCOUNT TOTAL			884.00			
				ORG 001131 TOTAL			5,179.00			
001160			FIRE DIVISION							
001160	501000			OTHER EXPENDABLE OFF.SPL						
050056	AMAZON CAPITAL	1PWC-GNYK-GT9K	2501934	2025 5	INV	P	17.76	022825	307408	HFD OFFICE & STATIO
				ACCOUNT TOTAL			17.76			
001160	510000			CLEANING/JANITORIAL SPLY						
002471	CINTAS CORPORATION #	4221245651	0	2025 5	INV	P	13.16	022825	307438	HFD MECHANIC SHOP C
002471	CINTAS CORPORATION #	4221985903	0	2025 5	INV	P	7.59	022825	307438	HFD MECHANIC SHOP C
							20.75			
				ACCOUNT TOTAL			20.75			
001160	511000			HOUSEHOLD SUPPLIES						
050056	AMAZON CAPITAL	1PWC-GNYK-GT9K	2501934	2025 5	INV	P	57.98	022825	307408	HFD OFFICE & STATIO
				ACCOUNT TOTAL			57.98			
001160	535000			UNIFORMS, BADGES, ETC.						
003123	HOOK-FAST SPECIALTIE	381243	2501314	2025 5	INV	P	1,986.48	022825	307475	HFD NAME PLATES & B
003588	MID SOUTH UNIFORM &	655571	2500469	2025 5	INV	P	129.85	022825	307502	HFD UNIFORM BOOTS F
003588	MID SOUTH UNIFORM &	656563	2501564	2025 5	INV	P	1,498.75	022825	307502	HFD BOOTS FOR PERSO
							1,628.60			
003744	NAFECO-NORTH AMERICA	1328658	2501599	2025 5	INV	P	459.45	022825	307519	HFD TURNOUT GLOVES
003744	NAFECO-NORTH AMERICA	1329155	2501599	2025 5	INV	P	2,297.25	022825	307519	HFD TURNOUT GLOVES
							2,756.70			
				ACCOUNT TOTAL			6,371.78			
001160	535500			WEARING APPAREL						
003744	NAFECO-NORTH AMERICA	1323944	2500685	2025 5	INV	P	7,854.64	022825	307519	HFD TURNOUT GEAR FO
				ACCOUNT TOTAL			7,854.64			
001160	553500			SFTY/FIRE P/MATL CONTRIB.						
051248	MAD PROMO LLC	40015-10012551	2501572	2025 5	INV	P	1,420.79	022825	307495	HFD FIRE PREVENTION
051317	THE ARTCRAFT GROUP	733991	2501688	2025 5	INV	P	1,765.00	022825	307579	HFD FIRE PREVENTION
				ACCOUNT TOTAL			3,185.79			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/5 TO 2025/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001160	559000			OTHER OPERATING MATL/SPLY						
051317	THE ARTCRAFT GROUP	733991	2501688	2025 5	INV	P	103.50	022825	307579	HFD FIRE PREVENTION
				ACCOUNT TOTAL			103.50			
001160	561000			PLUMBING SUPPLIES						
003543	MCELHANEY PLUMBING I	309513	2501917	2025 5	INV	P	189.35	022825	307499	HFD STATION 5 REPAI
				ACCOUNT TOTAL			189.35			
001160	570000			MTR VEHICLE REP. PTS/SPL						
002733	EMERGENCY EQUIPMENT	511979	2501896	2025 5	INV	P	1,026.29	022825	307456	HFD ENGINE 2 UNIT #
003746	NAPA AUTO PARTS	675721	2404052	2025 5	INV	P	3.85	022825	307521	HFD BC20 UNIT #2009
				ACCOUNT TOTAL			1,030.14			
001160	599000			OTHER REPAIR/MAINT. SPL.						
003192	INTERIOR EXTERIOR BU	4236700-00	2501892	2025 5	INV	P	364.80	022825	307480	HFD STATION 5 REPAI
				ACCOUNT TOTAL			364.80			
001160	611000			TRAVEL EXPENSE						
050679	MICHAELS, JOSHUA	10555 OT	0	2025 5	INV	P	977.25	022825	307501	HFD TRAVEL ADVANCE
				ACCOUNT TOTAL			977.25			
001160	612000			FREIGHT						
002733	EMERGENCY EQUIPMENT	511979	2501896	2025 5	INV	P	73.41	022825	307456	HFD ENGINE 2 UNIT #
003123	HOOK-FAST SPECIALTIE	381243	2501314	2025 5	INV	P	29.00	022825	307475	HFD NAME PLATES & B
003744	NAFECO-NORTH AMERICA	1328658	2501599	2025 5	INV	P	15.00	022825	307519	HFD TURNOUT GLOVES
049645	DELTA FIRE & SAFETY	INVLA25-0073	2502106	2025 5	INV	P	114.75	022825	307450	HFD ENGINE 6 UNIT #
051248	MAD PROMO LLC	40015-10012551	2501572	2025 5	INV	P	163.87	022825	307495	HFD FIRE PREVENTION
				ACCOUNT TOTAL			396.03			
001160	630000			GAS						
004321	SPIRE	G2025-02.10	0	2025 5	INV	P	338.62	022825	307574	SPIRE-VARIOUS DEPAR
004321	SPIRE	G2025-02.14	0	2025 5	INV	P	2,025.94	022825	307574	SPIRE-VARIOUS DEPTS
004321	SPIRE	G2025-02/14	0	2025 5	INV	P	1,700.04	022825	307574	SPIRE(WILMUT GAS)VA
							4,064.60			
				ACCOUNT TOTAL			4,064.60			
001160	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2025-02.12	0	2025 5	INV	P	550.60	022825	307508	MISSISSIPPI POWER-1

INVOICE LIST BY GL ACCOUNT

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
004282	SOUTHERN PINE ELECTR	E2025-02.17	0	2025 5	INV	P	51.12	022825	307571	SOUTHERN PINE ELECT
				ACCOUNT TOTAL			601.72			
001160	631500			WATER						
048680	RAWLS SPRINGS UTILIT	T2025-02.19	0	2025 5	INV	P	64.54	022825	307548	RAWLS SPRING UTILIT
				ACCOUNT TOTAL			64.54			
001160	635000			BUILDING R&M						
002714	ECONOMY SUPPLY CO	139273	2502003	2025 5	INV	P	34.00	022825	307455	HFD STATION 5 REPAI
				ACCOUNT TOTAL			34.00			
001160	637000			HOUSEHOLD EQUIPMENT R&M						
004498	UNDERWOOD DOOR COMPA	16118	2501986	2025 5	INV	P	672.60	022825	307585	HFD STATION 5 BAY D
				ACCOUNT TOTAL			672.60			
001160	638400			MOTOR VEHICLE EQ. R&M						
002700	EAGLE TIRE AND SERVI	INV088934	2502058	2025 5	INV	P	339.76	022825	307454	HFD I4 UNIT #18489
003861	PATTERSON AUTO ELECT	82714	2501911	2025 5	INV	P	850.00	022825	307530	HFD BC10 UNIT #1983
049645	DELTA FIRE & SAFETY	INVLA25-0058	2501987	2025 5	INV	P	1,080.00	022825	307450	HFD ENGINE 3 UNIT #
049645	DELTA FIRE & SAFETY	INVLA25-0072	2502105	2025 5	INV	P	313.13	022825	307450	HFD LADDER 8 UNIT #
049645	DELTA FIRE & SAFETY	INVLA25-0073	2502106	2025 5	INV	P	2,161.39	022825	307450	HFD ENGINE 6 UNIT #
049645	DELTA FIRE & SAFETY	INVLA25-0075	2502108	2025 5	INV	P	307.66	022825	307450	HFD ENGINE 5 UNIT #
049645	DELTA FIRE & SAFETY	INVLA25-0078	2502107	2025 5	INV	P	491.26	022825	307450	HFD ENGINE 2 UNIT #
							4,353.44			
				ACCOUNT TOTAL			5,543.20			
001160	639000			COMMUNICATION EQ. R&M						
003189	INTERACT PUBLIC SAFE	CPSMN0005946	0	2025 5	INV	P	848.00	022825	307478	HFD CAD INTERFACE F
				ACCOUNT TOTAL			848.00			
001160	639900			OTHER REPAIRS AND MAINT.						
004177	SHERWIN-WILLIAMS FLO	8540-1	2501792	2025 5	INV	P	699.90	022825	307561	HFD STATION 1 REPAI
				ACCOUNT TOTAL			699.90			
001160	641000			OFFICE EQUIPMENT RENT						
004050	RICOH CORP	40215392	0	2025 5	INV	P	205.35	022825	307550	HFD ADMIN OFFICE CO
				ACCOUNT TOTAL			205.35			
				ORG 001160 TOTAL			33,303.68			

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001180			LAND DEVEL.ADM.							
001180	501000			OTHER EXPENDABLE OFF.SPL						
004328	STAPLES	6024403520	2501998	2025 5	INV	P	482.95	022825	307576	OFFICE, COMPUTER, C
004328	STAPLES	6024635049	2501998	2025 5	INV	P	133.37	022825	307576	OFFICE, COMPUTER, C
							616.32			
				ACCOUNT TOTAL			616.32			
001180	502000			MINOR OFFICE EQUIP/FURN.						
004328	STAPLES	6024635049	2501998	2025 5	INV	P	205.99	022825	307576	OFFICE, COMPUTER, C
				ACCOUNT TOTAL			205.99			
001180	508000			COMPUTER SUPPLIES						
004328	STAPLES	6024583545	2501998	2025 5	INV	P	79.98	022825	307576	OFFICE, COMPUTER, C
				ACCOUNT TOTAL			79.98			
001180	511100			SUPPLIES - COVID 19						
004328	STAPLES	6024403520	2501998	2025 5	INV	P	97.39	022825	307576	OFFICE, COMPUTER, C
				ACCOUNT TOTAL			97.39			
001180	546000			MINOR EQUIPMENT						
004328	STAPLES	6024403520	2501998	2025 5	INV	P	13.43	022825	307576	OFFICE, COMPUTER, C
				ACCOUNT TOTAL			13.43			
001180	601300			DEMOLITION						
003718	MSP ENTERPRISES, LLC	021225-0	0	2025 5	INV	P	7,569.84	022825	307516	DEMO - 114 ST JOSEP
				ACCOUNT TOTAL			7,569.84			
001180	601600			TITLE OPINIONS						
004076	ROGERS, KEVIN	02-03-2025	0	2025 5	INV	P	500.00	022825	307555	TITLE OPINIONS - 02
				ACCOUNT TOTAL			500.00			
001180	611000			TRAVEL EXPENSE						
050574	REMBERT BROOME	10610OT/BROOME	0	2025 5	INV	P	562.40	022825	307549	TRAVEL ADV - MEMA F
				ACCOUNT TOTAL			562.40			
				ORG 001180 TOTAL			9,645.35			
001190			P/S CONTRAC.SER							
001190	602700			MEDICAL						
050313	ASSOCIATION PROGRAM	250225101942	0	2025 5	INV	P	1,051.74	022825	307412	INMATE MEDICAL BILL
				ACCOUNT TOTAL			1,051.74			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/5 TO 2025/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ORG 001190 TOTAL			1,051.74			
001191			TRAFFIC MAINT.							
001191	630000			GAS						
004321	SPIRE	G2025-02.10	0	2025 5	INV	P	605.10	022825	307574	SPIRE-VARIOUS DEPAR
				ACCOUNT TOTAL			605.10			
001191	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4221243896	0	2025 5	INV	P	28.26	022825	307438	TRAFFIC UNIFORM S
002471	CINTAS CORPORATION #	4221984046	0	2025 5	INV	P	25.00	022825	307438	TRAFFIC UNIFORM SC
							53.26			
				ACCOUNT TOTAL			53.26			
001191	643500			MOP-MAT-RAG RENT						
002471	CINTAS CORPORATION #	4221243543	0	2025 5	INV	P	8.56	022825	307438	TRAFFIC MATS SC/820
002471	CINTAS CORPORATION #	4221983687	0	2025 5	INV	P	8.56	022825	307438	TRAFFIC MATS SC/8
							17.12			
				ACCOUNT TOTAL			17.12			
				ORG 001191 TOTAL			675.48			
001201			STREET DIV.							
001201	540000			ASPHALT & ASPHALT PROD.						
004586	WARREN PAVING INC	101467	2501321	2025 5	INV	P	179.41	022825	307591	ASPHALT/VARIOUS LOC
004586	WARREN PAVING INC	101954	2501321	2025 5	INV	P	322.75	022825	307591	ASPHALT/VARIOUS LOC
004586	WARREN PAVING INC	103009	2501776	2025 5	INV	P	314.57	022825	307591	ASPHALT/VARIOUS LOC
004586	WARREN PAVING INC	103153	2501776	2025 5	INV	P	871.77	022825	307591	ASPHALT/VARIOUS LOC
004586	WARREN PAVING INC	103159	2501776	2025 5	INV	P	81.18	022825	307591	ASPHALT/VARIOUS LOC
004586	WARREN PAVING INC	103163	2501776	2025 5	INV	P	270.30	022825	307591	ASPHALT/VARIOUS LOC
004586	WARREN PAVING INC	103370	2502004	2025 5	INV	P	269.91	022825	307591	ASPHALT/VARIOUS LOC
							2,309.89			
				ACCOUNT TOTAL			2,309.89			
001201	540500			CONCRETE, CEMENT, ETC.						
004586	WARREN PAVING INC	103381	2502071	2025 5	INV	P	4,081.53	022825	307591	610 LIMESTONE BASE
				ACCOUNT TOTAL			4,081.53			
001201	559000			OTHER OPERATING MATL/SPLY						
002471	CINTAS CORPORATION #	4221243859	0	2025 5	INV	P	12.10	022825	307438	SANITIZER AND SANIS
002471	CINTAS CORPORATION #	4221983959	0	2025 5	INV	P	12.10	022825	307438	HAND SANITIZER STAN
							24.20			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/5 TO 2025/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
003987	PUCKETT RENTS	1097813-0001	2502051	2025 5	INV	P	263.81	022825	307545	REBAR CAP & PAINT
			ACCOUNT TOTAL				288.01			
001201	570000		MTR VEHICLE REP. PTS/SPL							
003114	HOL-MAC CORPORATION	404484	2501083	2025 5	INV	P	25.51	022825	307473	PARTS #21704
003746	NAPA AUTO PARTS	001645	2502049	2025 5	INV	P	182.44	022825	307520	BATTERY/UNIT 20404
003746	NAPA AUTO PARTS	001757	2502124	2025 5	INV	P	25.98	022825	307520	WIPER/UNIT 21724
							208.42			
004466	TRUCKS PLUS AUTO ACC	48350	2501978	2025 5	INV	P	5.00	022825	307582	TOOLBOX KEYS
004583	WARING OIL CO	399050	2501967	2025 5	INV	P	636.63	022825	307590	DEF/FOR VARIOUS VEH
			ACCOUNT TOTAL				875.56			
001201	575500		AGRICLTRL REPAIR PTS/SPL							
004297	SOUTHERN TIRE MART (	2520176786	2502054	2025 5	INV	P	570.00	022825	307573	TRAILER TIRES
			ACCOUNT TOTAL				570.00			
001201	604900		OTHER PROFESSIONAL SERV.							
003118	HOMESTEAD DIRT WORKS	1328	0	2025 5	INV	P	4,999.00	022825	307474	CLEAN DITCH-FENCE T
048676	PROCARE LANDS	37	0	2025 5	INV	P	3,000.00	022825	307542	WEEKLY MAINTENANCE
048676	PROCARE LANDS	38	0	2025 5	INV	P	1,000.00	022825	307542	WEEKLY MAINTENANCE
							4,000.00			
048836	PAYTON, RAY A.	580	0	2025 5	INV	P	1,650.00	022825	307531	WEEKLY MAINTENANCE
048966	MARTINEZ DAVID J	178	0	2025 5	INV	P	2,500.00	022825	307498	WEEKLY MAINTENANCE
048966	MARTINEZ DAVID J	179	0	2025 5	INV	P	1,400.00	022825	307498	WEEKLY MAINTENANCE
048966	MARTINEZ DAVID J	180	0	2025 5	INV	P	1,000.00	022825	307498	WEEKLY MAINTENANCE
							4,900.00			
			ACCOUNT TOTAL				15,549.00			
001201	638400		MOTOR VEHICLE EQ. R&M							
002471	CINTAS CORPORATION #	4221243662	0	2025 5	INV	P	33.95	022825	307437	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4221243822	0	2025 5	INV	P	37.77	022825	307437	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4221243888	0	2025 5	INV	P	23.13	022825	307438	MAT RENTALS S/C 820
							94.85			
004466	TRUCKS PLUS AUTO ACC	48378	2502022	2025 5	INV	P	40.00	022825	307582	REPAIR TO TOOLBOX/U
			ACCOUNT TOTAL				134.85			

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001201	638700			AGRICULTURAL EQ. R&M						
002577	CRAIN TRACTOR & EQUI	RO84428	2501332	2025 5	INV	P	2,765.52	022825	307446	REPAIRS ON UNIT 155
003843	PARISH TRACTOR (HATT	W10660	2501734	2025 5	INV	P	1,379.93	022825	307529	REPAIR/UNIT 16723
003843	PARISH TRACTOR (HATT	W10849	2502026	2025 5	INV	P	1,073.92	022825	307529	REPAIRS/UNIT 16723
							2,453.85			
				ACCOUNT TOTAL			5,219.37			
001201	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4221243833	0	2025 5	INV	P	299.19	022825	307436	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4221243933	0	2025 5	INV	P	44.89	022825	307437	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4221983787	0	2025 5	INV	P	126.63	022825	307436	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4221983801	0	2025 5	INV	P	37.77	022825	307437	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4221983941	0	2025 5	INV	P	87.28	022825	307436	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4221984034	0	2025 5	INV	P	44.89	022825	307437	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4221984037	0	2025 5	INV	P	23.13	022825	307438	MAT RENTALS
							663.78			
				ACCOUNT TOTAL			663.78			
				ORG 001201 TOTAL			29,691.99			
001202			STREET LIGHTS							
001202	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2025- 19-FEB	0	2025 5	INV	P	50.32	022825	307515	MISSISSIPPI POWER-8
003700	MS POWER COMPANY	E2025-02.11.25	0	2025 5	INV	P	52.63	022825	307511	MISSISSIPPI POWER-6
003700	MS POWER COMPANY	E2025-02.13	0	2025 5	INV	P	103.26	022825	307510	MISSISSIPPI POWER-1
003700	MS POWER COMPANY	E2025-02.18	0	2025 5	INV	P	53.88	022825	307513	MISSISSIPPI POWER-5
003700	MS POWER COMPANY	E2025-02/06	0	2025 5	INV	P	196.62	022825	307505	MISSISSIPPI POWER-1
							456.71			
003873	PEARL RIVER VALLEY E	2025 02.07.25	0	2025 5	INV	P	56.87	022825	307532	PEARL RIVER VALLEY-
003873	PEARL RIVER VALLEY E	2025-02.06	0	2025 5	INV	P	923.93	022825	307532	PEARL RIVER VALLEY-
003873	PEARL RIVER VALLEY E	2025-2.10.25	0	2025 5	INV	P	524.50	022825	307532	PEARL RIVER VALLEY
							1,505.30			
				ACCOUNT TOTAL			1,962.01			
				ORG 001202 TOTAL			1,962.01			
001203			ENGR/PUBLIC SER							
001203	501000			OTHER EXPENDABLE OFF.SPL						
003810	OFFICE PRODUCTS PLUS	1082180	2501666	2025 5	INV	P	48.14	022825	307527	OFFICE SUPPLIES
				ACCOUNT TOTAL			48.14			
001203	602000			CONSULTANT SERV/SURVEYS						

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YEAR/PERIOD: 2025/5 TO 2025/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
004412	TEMPLE INC	0248128	0	2025 5	INV	P	1,430.00	022825	307578	HWY 98 & WALMART (C
				ACCOUNT TOTAL			1,430.00			
001203 611000				TRAVEL EXPENSE						
004638	WHITE, HUNTER	NHC/HUNTERWHITE	0	2025 5	INV	P	320.00	022825	307595	HUNTER WHITE PERDIE
				ACCOUNT TOTAL			320.00			
				ORG 001203 TOTAL			1,798.14			
001204			SHOP DIVISION							
001204 570000				MTR VEHICLE REP. PTS/SPL						
003746	NAPA AUTO PARTS	001424	2501959	2025 5	INV	P	108.48	022825	307520	BRAKE CLEANER
				ACCOUNT TOTAL			108.48			
001204 642500				CYLINDER RENT						
002071	AIRGAS USA LLC (NORD	5513886525	0	2025 5	INV	P	691.34	022825	307405	CYLINDER RENTAL/PW
				ACCOUNT TOTAL			691.34			
001204 643000				UNIFORM RENT						
002471	CINTAS CORPORATION #	4221243760	0	2025 5	INV	P	39.80	022825	307437	UNIFORM RENTAL/SC#8
002471	CINTAS CORPORATION #	4221983928	0	2025 5	INV	P	39.80	022825	307437	UNIFORM RENTAL/SC#8
							79.60			
				ACCOUNT TOTAL			79.60			
				ORG 001204 TOTAL			879.42			
001205			G O & F S DIV.							
001205 604900				OTHER PROFESSIONAL SERV.						
002905	GILLILANDS ELECTRONI	16943	0	2025 5	INV	P	639.89	022825	307468	REPLACED TWO OLD CA
				ACCOUNT TOTAL			639.89			
				ORG 001205 TOTAL			639.89			
001207			CONSTRUCTION							
001207 545000				HAND TOOLS						
002883	GARNER LUMLEY ELECTR	616773	2502116	2025 5	INV	P	245.44	022825	307466	HAND TOOLS FOR CONS
				ACCOUNT TOTAL			245.44			
001207 559000				OTHER OPERATING MATL/SPLY						
002714	ECONOMY SUPPLY CO	139302	2502021	2025 5	INV	P	42.45	022825	307455	DRILL BITS/CONSTRUC
002714	ECONOMY SUPPLY CO	139746	2502159	2025 5	INV	P	66.00	022825	307455	ORANGE FENCE FOR HU
							108.45			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/5 TO 2025/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL			108.45			
001207	560500			ELECTRICAL SUPPLIES						
002883	GARNER LUMLEY ELECTR	613278	0	2025 5	INV	P	20.13	022825	307466	BOLT BRAKER FOR CON
				ACCOUNT TOTAL			20.13			
001207	570000			MTR VEHICLE REP. PTS/SPL						
002166	AUTO ARMATURE SERVIC	04403	2502087	2025 5	INV	P	209.95	022825	307416	BATTERY FOR UNIT#21
				ACCOUNT TOTAL			209.95			
001207	639100			DOWNTOWN LIGHTS R&M						
002672	DOLEAC ELECTRIC CO I	H30430	0	2025 5	INV	P	250.00	022825	307453	DOWNTOWN STRING LIG
				ACCOUNT TOTAL			250.00			
001207	642500			CYLINDER RENT						
002071	AIRGAS USA LLC (NORD	5513886653	0	2025 5	INV	P	327.17	022825	307405	CYLINDER RENTAL/CON
				ACCOUNT TOTAL			327.17			
001207	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4221243718	0	2025 5	INV	P	60.79	022825	307436	UNIFORM RENTAL/SC#8
002471	CINTAS CORPORATION #	4221983848	0	2025 5	INV	P	56.13	022825	307437	UNIFORM RENTAL/CONS
							116.92			
				ACCOUNT TOTAL			116.92			
				ORG 001207 TOTAL			1,278.06			
001220			SANITATION DIV.							
001220	510000			CLEANING/JANITORIAL SPLY						
002471	CINTAS CORPORATION #	4220514419	0	2025 5	INV	P	28.74	022825	307437	SANITATION-MOP-SANI
002471	CINTAS CORPORATION #	4220514443	0	2025 5	INV	P	43.43	022825	307437	SC8200044758- SANIT
002471	CINTAS CORPORATION #	4221243559	0	2025 5	INV	P	28.74	022825	307437	SANITATION-MOP-SANI
002471	CINTAS CORPORATION #	4221243583	0	2025 5	INV	P	43.43	022825	307437	SC8200044758- SANIT
002471	CINTAS CORPORATION #	4221983700	0	2025 5	INV	P	43.43	022825	307437	SC8200044758- SANIT
002471	CINTAS CORPORATION #	4221983742	0	2025 5	INV	P	28.74	022825	307437	SANITATION-MOP-SANI
							216.51			
				ACCOUNT TOTAL			216.51			
001220	535500			WEARING APPAREL						
002795	FASTENAL COMPANY	MSHAT24332	2501486	2025 5	INV	P	617.06	022825	307460	SANITATION-RAIN SUI
				ACCOUNT TOTAL			617.06			
001220	559000			OTHER OPERATING MATL/SPLY						
002109	AMERICAN PRINTING &	1161-25	2501857	2025 5	INV	P	70.00	022825	307409	PARKING SIGNS-EVANS

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002472	CINTAS FIRST AID J71	5253902201	0	2025 5	INV	P	246.95	022825	307439	FIRST AID KIT CHECK
003543	MCELHANEY PLUMBING I	309536	2501887	2025 5	INV	P	269.90	022825	307499	REPAIRS-SANITATION
				ACCOUNT TOTAL			586.85			
001220	570000			MTR VEHICLE REP. PTS/SPL						
002739	EMPIRE TRUCK SALES	CE006231489:01	2501675	2025 5	INV	P	98.47	022825	307457	PARTS-AIR SUSPENSIO
002739	EMPIRE TRUCK SALES	CE006231937:01	2502038	2025 5	INV	P	267.96	022825	307457	PARTS-SPRING BRAKE
002739	EMPIRE TRUCK SALES	RE006040605:02	2501737	2025 5	INV	P	423.75	022825	307457	PARTS-UNIT 20071
							790.18			
003742	N & H ELECTRONIC DIS	249799	2501571	2025 5	INV	P	150.00	022825	307518	SANITATION-OTTO SWI
004297	SOUTHERN TIRE MART (	2520175205	2501779	2025 5	INV	P	2,741.72	022825	307573	TIRES-UNIT 22387,22
048827	CARQUEST	001634	2502039	2025 5	INV	P	172.00	022825	307431	PARTS-BATTERY-UNIT
048827	CARQUEST	001635	2502040	2025 5	INV	P	137.14	022825	307431	PARTS-STARTER-UNIT#
							309.14			
				ACCOUNT TOTAL			3,991.04			
001220	638400			MOTOR VEHICLE EQ. R&M						
002739	EMPIRE TRUCK SALES	RE006040556:01	2501494	2025 5	INV	P	5,193.82	022825	307457	TEAR DOWN & REPAIRS
002739	EMPIRE TRUCK SALES	RE006040605:01	2501681	2025 5	INV	P	7,284.96	022825	307457	BREAKDOWN &REPAIRS-
002739	EMPIRE TRUCK SALES	RE006040605:03	2501778	2025 5	INV	P	5,986.06	022825	307457	REPAIRS-UNIT 20071
002739	EMPIRE TRUCK SALES	RE006040662:01	2501843	2025 5	INV	P	3,113.89	022825	307457	REPAIRS-OIL LEAK-UN
002739	EMPIRE TRUCK SALES	RE006040702:01	2501801	2025 5	INV	P	2,838.89	022825	307457	REPAIRS-LEAKING DEF
							24,417.62			
003034	HATTIESBURG HYDRAULI	108441	2501145	2025 5	INV	P	181.38	022825	307471	REPAIRS-SWIVEL JOIN
004120	SANSOM EQUIPMENT CO	W04010	2502114	2025 5	INV	P	1,734.50	022825	307557	REPAIRS-UNIT 22000-
004139	SCOTTS HYDRAULIC SER	62851	2501919	2025 5	INV	P	7,681.74	022825	307559	TEAR DOWN/RE PAIR B
004297	SOUTHERN TIRE MART (	2520170948	2500974	2025 5	INV	P	284.00	022825	307573	REPAIRS-VALVE STEM
004297	SOUTHERN TIRE MART (	2520172662	2501320	2025 5	INV	P	284.00	022825	307573	SERVICE CALL-TIRE C
							568.00			
				ACCOUNT TOTAL			34,583.24			
001220	639800			TOW IN CHARGES						
003253	JOHNNY'S WRECKER SER	49253	0	2025 5	INV	P	350.00	022825	307483	TOW CHARGE/UNIT 197
				ACCOUNT TOTAL			350.00			

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001220	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4221244041	0	2025 5	INV	P	274.50	022825	307436	SANITATION UNIFORM
002471	CINTAS CORPORATION #	4221984197	0	2025 5	INV	P	196.75	022825	307436	SANITATION UNIFORM
							471.25			
				ACCOUNT TOTAL			471.25			
001220	688000			TIPPING FEES						
004591	WASTE MANAGEMENT OF	0014333-2526-1	0	2025 5	INV	P	3,893.91	022825	307592	MB# 2023-181 SANITR
				ACCOUNT TOTAL			3,893.91			
				ORG 001220 TOTAL			44,709.86			
001250			HEALTH DIVISION							
001250	575500			AGRICLTRL REPAIR PTS/SPL						
002304	BRACKMAN MOWER WAREH	62907	2502055	2025 5	INV	P	330.00	022825	307423	PARTS/ON ZERO TURN
003298	K & K TRUCK-TRAILER	81495	2502056	2025 5	INV	P	191.00	022825	307487	TRAILER RIMS
003986	PUCKETT MACHINERY CO	P05C5809697	2501915	2025 5	INV	P	727.54	022825	307544	RIMS/WHEEL UNIT 180
				ACCOUNT TOTAL			1,248.54			
				ORG 001250 TOTAL			1,248.54			
001260			ANIMAL CONTROL							
001260	699900			SERVICES NOT SPECIFIED						
004283	SOUTHERN PINES ANIMA	04.2025	0	2025 5	INV	P	20,833.33	022825	307572	HOUSING OF ANIMALS
				ACCOUNT TOTAL			20,833.33			
				ORG 001260 TOTAL			20,833.33			
001402			ECONOMIC DEV.							
001402	604900			OTHER PROFESSIONAL SERV.						
003385	LANDRY LEWIS GERMANY	CN 24-4064-007	0	2025 5	INV	P	226.40	022825	307493	MB 2022-451 FIRE ST
003718	MSP ENTERPRISES, LLC	022025-0	0	2025 5	INV	P	6,940.32	022825	307516	DEMO-402 NORTH 21ST
048265	BNR INVESTMENTS LLC	336	2501883	2025 5	INV	P	3,600.00	022825	307419	S. 19TH AVE SIDEWAL
048265	BNR INVESTMENTS LLC	337	0	2025 5	INV	P	125.00	022825	307419	STUMP GRINDING ALON
							3,725.00			
049598	PHOENIX CONSTRUCTION	FIRE STATION ONE #4	0	2025 5	INV	P	14,150.00	022825	307533	MB 2023-44 FIRE STA
				ACCOUNT TOTAL			25,041.72			
				ORG 001402 TOTAL			25,041.72			

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001553			CEMETERY DIV							
001553	541500			SAND,CLAY,GRVL,FILL DIRT						
002359	BURGE EXCAVATING & G	2249	2501952	2025	5	INV	P	650.00	022825	307428 SAND, CLAY GRAVAL,
				ACCOUNT TOTAL				650.00		
001553	544000			HORT./LANDSCAPING SPLY.						
002049	ADAMS NURSERY	317541	2502059	2025	5	INV	P	230.00	022825	307403 JAPANESE MAPLE X 2
002049	ADAMS NURSERY	317545	2502111	2025	5	INV	P	99.00	022825	307403 15 GALLON LIVE OAK
								329.00		
				ACCOUNT TOTAL				329.00		
001553	545000			HAND TOOLS						
003961	POWER HOUSE TOOLS &	220000027844	2501976	2025	5	INV	P	143.94	022825	307540 HAND TOOLS-
				ACCOUNT TOTAL				143.94		
001553	560000			BUILDING MATERIALS & SPLY						
002714	ECONOMY SUPPLY CO	139320	2502036	2025	5	INV	P	306.00	022825	307455 BUILDING MATERIALS
				ACCOUNT TOTAL				306.00		
001553	570000			MTR VEHICLE REP. PTS/SPL						
048827	CARQUEST	1455	2501969	2025	5	INV	P	17.38	022825	307433 OIL FILTER UNIT # 2
				ACCOUNT TOTAL				17.38		
001553	575500			AGRICLTRL REPAIR PTS/SPL						
002083	ALLBRITTON CHAIN SAW	19435	2502050	2025	5	INV	P	222.62	022825	307406 CHAINSAW REPAIR (UR
002083	ALLBRITTON CHAIN SAW	19518	2502037	2025	5	INV	P	15.20	022825	307406 CHAINSAW REPAIR (UR
								237.82		
				ACCOUNT TOTAL				237.82		
001553	604900			OTHER PROFESSIONAL SERV.						
003191	INTERFACE SECURITY S	20858261	0	2025	5	INV	P	54.73	022825	307479 MB#2006/2-76/77 SEC
				ACCOUNT TOTAL				54.73		
001553	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4221246587	0	2025	5	INV	P	113.28	022825	307436 ST. CONT# 820004475
002471	CINTAS CORPORATION #	4221986617	0	2025	5	INV	P	113.28	022825	307436 ST. CONT# 820004475
								226.56		
				ACCOUNT TOTAL				226.56		
001553	643500			MOP-MAT-RAG RENT						

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/5 TO 2025/5

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002471 CINTAS CORPORATION #	4221246606	0	2025 5	INV	P	28.71	022825	307437	ST. CONT# 820004475
002471 CINTAS CORPORATION #	4221986500	0	2025 5	INV	P	28.71	022825	307438	ST. CONT# 820004475
						57.42			
				ACCOUNT TOTAL		57.42			
			ORG 001553	TOTAL		2,022.85			
FUND 001 General Fund				TOTAL:		467,284.99			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/5 TO 2025/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002300			PKS/REC-RECREATION MAINT. DIV.							
002300	510000		CLEANING/JANITORIAL SPLY							
003810	OFFICE PRODUCTS PLUS	1084718-0	2502011	2025 5	INV	P	267.69	022825	307527	JANITORAL SUPPLIES
003810	OFFICE PRODUCTS PLUS	1084731-0	2502010	2025 5	INV	P	689.14	022825	307527	JANITORAL SUPPLIES
003810	OFFICE PRODUCTS PLUS	1084974-0	2502053	2025 5	INV	P	500.49	022825	307527	JANITORAL SUPPLIES
							1,457.32			
				ACCOUNT TOTAL			1,457.32			
002300	544000		HORT./LANDSCAPING SPLY.							
004279	SOUTHERN MS PINE STR	14953	2502123	2025 5	INV	P	675.00	022825	307569	PINE STRAW
049595	SITEONE LANDSCAPE	149553183-001	2501679	2025 5	INV	P	308.07	022825	307563	TURF SUPPLIES
				ACCOUNT TOTAL			983.07			
002300	546000		MINOR EQUIPMENT							
003543	MCELHANEY PLUMBING I	309800	2502125	2025 5	INV	P	54.90	022825	307499	PRESSURE WASHER HOS
048827	CARQUEST	14758-41736	2500151	2025 5	INV	P	19.16	022825	307433	SHOP SUPPLIES
048827	CARQUEST	14758-42164	2500490	2025 5	INV	P	62.39	022825	307432	SHOP SUPPLIES
							81.55			
				ACCOUNT TOTAL			136.45			
002300	551000		RECREATIONAL SUPPLIES							
048827	CARQUEST	000786	2501595	2025 5	INV	P	45.33	022825	307433	SHOP SUPPLIES
048827	CARQUEST	14758-42316	2500554	2025 5	INV	P	67.37	022825	307432	SHOP SUPPLIES
048827	CARQUEST	14758-43159	2500958	2025 5	INV	P	60.26	022825	307432	SHOP SUPPLIES
048827	CARQUEST	14758-43160	2500956	2025 5	INV	P	135.56	022825	307432	SHOP SUPPLIES
048827	CARQUEST	14758-43179	2501093	2025 5	INV	P	86.16	022825	307432	SHOP SUPPLIES
							394.68			
049595	SITEONE LANDSCAPE	149536214-001	2501668	2025 5	INV	P	284.05	022825	307563	TOOLS FOR BASEBALL
				ACCOUNT TOTAL			678.73			
002300	561000		PLUMBING SUPPLIES							
003543	MCELHANEY PLUMBING I	309606	2501941	2025 5	INV	P	175.34	022825	307499	PLUMBING SUPPLIES
003543	MCELHANEY PLUMBING I	309788	2502088	2025 5	INV	P	93.70	022825	307499	SHOP SUPPLIES
003543	MCELHANEY PLUMBING I	309815	2502141	2025 5	INV	P	20.00	022825	307499	PLUMBING SUPPLIES
							289.04			
				ACCOUNT TOTAL			289.04			
002300	570000		MTR VEHICLE REP. PTS/SPL							
048827	CARQUEST	000423	2501632	2025 5	INV	P	19.97	022825	307433	TRUCK PARTS UNIT#16

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/5 TO 2025/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
048827	CARQUEST	000452	2501631	2025 5	INV	P	64.97	022825	307432	SHOP SUPPLIES
048827	CARQUEST	000835	2501630	2025 5	INV	P	294.00	022825	307431	TRUCK PARTS
048827	CARQUEST	000914	2501703	2025 5	INV	P	10.99	022825	307433	TRUCK MAINT UNIT #1
048827	CARQUEST	14758-41386	2500004	2025 5	INV	P	46.71	022825	307432	TRUCK MAINT REPAIR
048827	CARQUEST	14758-41534	2500113	2025 5	INV	P	55.54	022825	307432	TRAILER PARTS
048827	CARQUEST	14758-41571	2500048	2025 5	INV	P	171.77	022825	307431	SHOP SUPPLIES
048827	CARQUEST	14758-41707	2500252	2025 5	INV	P	174.27	022825	307431	SHOP SUPPLIES
048827	CARQUEST	14758-41737	2500164	2025 5	INV	P	3.86	022825	307433	TRUCK PARTS
048827	CARQUEST	14758-41738	2500165	2025 5	INV	P	110.27	022825	307432	TRUCK MAINT UNIT #1
048827	CARQUEST	14758-41741	2500271	2025 5	INV	P	48.37	022825	307432	SHOP SUPPLIES
048827	CARQUEST	14758-41841	2500318	2025 5	INV	P	60.08	022825	307432	SHOP SUPPLIES
048827	CARQUEST	14758-41842	2500314	2025 5	INV	P	182.51	022825	307431	REPAIR PARTS FOR UN
048827	CARQUEST	14758-42101	2500449	2025 5	INV	P	65.31	022825	307432	SHOP SUPPLIES
048827	CARQUEST	14758-42162	2500493	2025 5	INV	P	456.84	022825	307431	SHOP SUPPLIES
048827	CARQUEST	14758-43155	2500957	2025 5	INV	P	4.24	022825	307433	SHOP SUPPLIES
048827	CARQUEST	14758-43157	2500960	2025 5	INV	P	46.37	022825	307433	TRUCK PARTS
048827	CARQUEST	14758-43158	2500959	2025 5	INV	P	97.32	022825	307432	TRUCK PARTS
048827	CARQUEST	14758-43221	2501125	2025 5	INV	P	15.79	022825	307433	SHOP SUPPLIES
							1,929.18			
				ACCOUNT TOTAL			1,929.18			
002300	575500			AGRICLTRL REPAIR PTS/SPL						
002304	BRACKMAN MOWER WAREH	62757	2501988	2025 5	INV	P	600.40	022825	307423	TRIMMER SUPPLIES
002304	BRACKMAN MOWER WAREH	62812	2501950	2025 5	INV	P	329.33	022825	307423	BLOWER REPAIR PB-90
002304	BRACKMAN MOWER WAREH	62866	2502041	2025 5	INV	P	12.55	022825	307423	SHOP SUPPLIES
002304	BRACKMAN MOWER WAREH	62918	2502070	2025 5	INV	P	1,509.52	022825	307423	MOWER PARTS
							2,451.80			
				ACCOUNT TOTAL			2,451.80			
002300	612000			FREIGHT						
048161	JUBILEE DECOR	2594	0	2025 5	INV	P	325.00	022825	307486	REPAIR FOR CHRISTMA
				ACCOUNT TOTAL			325.00			
002300	638400			MOTOR VEHICLE EQ. R&M						
048827	CARQUEST	000829	2501653	2025 5	INV	P	27.60	022825	307433	TRUCK MAINT UNIT #1
048827	CARQUEST	000860	2501650	2025 5	INV	P	340.08	022825	307431	TRUCK MAINT UNIT #1
048827	CARQUEST	000861	2501654	2025 5	INV	P	17.96	022825	307433	TRUCK MAINT UNIT #1
048827	CARQUEST	14758-42163	2500492	2025 5	INV	P	234.68	022825	307431	TRUCK MAINT UNIT #2
048827	CARQUEST	14758-42258	2500532	2025 5	INV	P	45.30	022825	307433	TRUCK MAINT UNIT #1
048827	CARQUEST	14758-43156	2501023	2025 5	INV	P	201.99	022825	307431	TRUCK MAINT UNIT #1
							867.61			
				ACCOUNT TOTAL			867.61			
002300	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4221003411	0	2025 5	INV	P	271.62	022825	307436	PR GROUNDS UNIFORM

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/5 TO 2025/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002471	CINTAS CORPORATION #	4221719510	0	2025 5	INV	P	271.62	022825	307436	PR GROUNDS UNIFORM
							543.24			
				ACCOUNT TOTAL			543.24			
002300 644900				OTHER RENT						
002471	CINTAS CORPORATION #	4221003107	0	2025 5	INV	P	47.46	022825	307437	PR GROUNDS MATS REN
004281	SOUTHERN ON SITE STO	111593	2501615	2025 5	INV	P	1,050.00	022825	307570	PORTABLES FOR TATUM
				ACCOUNT TOTAL			1,097.46			
002300 699900				SERVICES NOT SPECIFIED						
002471	CINTAS CORPORATION #	4221719218	0	2025 5	INV	P	47.46	022825	307437	PR GROUNDS MATS REN
004281	SOUTHERN ON SITE STO	111471	2500976	2025 5	INV	P	910.00	022825	307570	TOILET RENTAL FOR P
048161	JUBILEE DECOR	2593	2500123	2025 5	INV	P	1,760.00	022825	307486	REPAIR FOR CHRISTMA
050384	FOUR SEASONS ORNAMEN	3318	0	2025 5	INV	P	460.00	022825	307463	TURF MAINTENANCE 38
				ACCOUNT TOTAL			3,177.46			
				ORG 002300 TOTAL			13,936.36			
002315			PKS/REC-REC.ADMIN/COM.REL.							
002315 551000				RECREATIONAL SUPPLIES						
003921	PINE BELT TROPHY	02/26/25	2501970	2025 5	INV	P	238.90	022825	307537	ADULT AND YOUTH BAS
				ACCOUNT TOTAL			238.90			
002315 603400				OFFICIALS						
002540	CONNER, TOBARRA	TCONNER208	0	2025 5	INV	P	26.25	022825	307443	YOUTH BASKETBALL FE
002540	CONNER, TOBARRA	TCONNER210	0	2025 5	INV	P	270.00	022825	307443	YOUTH BASKETBALL FE
							296.25			
003287	JORDAN, ALEX X	AJORDAN201	0	2025 5	INV	P	50.00	022825	307485	YOUTH BASKETBALL FE
003287	JORDAN, ALEX X	AJORDAN208	0	2025 5	INV	P	50.00	022825	307485	YOUTH BASKETBALL FE
003287	JORDAN, ALEX X	AJORDAN215	0	2025 5	INV	P	50.00	022825	307485	YOUTH BASKETBALL FE
							150.00			
003313	KETTLEY, ANNETTE	AKETTLEY208	0	2025 5	INV	P	150.00	022825	307488	YOUTH BASKETBALL FE
003958	POWELL, RANDY	RPOWELL208	0	2025 5	INV	P	150.00	022825	307539	YOUTH BASKETBALL FE
003958	POWELL, RANDY	RPOWELL219	0	2025 5	INV	P	390.00	022825	307539	ADULT BASKETBALL FE
							540.00			
048357	KEYS GLENN	GKEYS208	0	2025 5	INV	P	100.00	022825	307489	YOUTH BASKETBALL FE

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/5 TO 2025/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
048357	KEYS GLENN	GKEYS215	0	2025 5	INV	P	50.00	022825	307489	YOUTH BASKETBALL FE
							150.00			
050645	DANNY BOLTON	DBOLTON215	0	2025 5	INV	P	100.00	022825	307447	YOUTH BASKETBALL FE
050645	DANNY BOLTON	DBOLTON219	0	2025 5	INV	P	450.00	022825	307447	ADULT BASKETBALL FE
							550.00			
051375	BENNETT JERMAINE	JBENNETT219	0	2025 5	INV	P	425.00	022825	307418	ADULT BASKETBALL FE
051376	GIBBS VICTOR L JR.	VGIBBS219	0	2025 5	INV	P	375.00	022825	307467	ADULT BASKETBALL FE
051377	VINCENT, LITONJUA	VLITONJUA208	0	2025 5	INV	P	100.00	022825	307589	YOUTH BASKETBALL FE
051377	VINCENT, LITONJUA	VLITONJUA215	0	2025 5	INV	P	100.00	022825	307589	YOUTH BASKETBALL FE
051377	VINCENT, LITONJUA	VLITONJUA219	0	2025 5	INV	P	500.00	022825	307589	ADULT BASKETBALL FE
							700.00			
051378	BROWN, MARTESE JR	MBROWN201	0	2025 5	INV	P	50.00	022825	307426	YOUTH BASKETBALL FE
051378	BROWN, MARTESE JR	MBROWN208	0	2025 5	INV	P	25.00	022825	307426	YOUTH BASKETBALL FE
							75.00			
				ACCOUNT TOTAL			3,411.25			
002315	604900			OTHER PROFESSIONAL SERV.						
003313	KETTLEY, ANNETTE	AKETTLEY219	0	2025 5	INV	P	230.00	022825	307488	ADULT BASKETBALL FE
049349	JESSICA R POWELL	JPOWELL219	0	2025 5	INV	P	230.00	022825	307482	ADULT BASKETBALL FE
				ACCOUNT TOTAL			460.00			
002315	604919			OTH PROF SERV-ART CENTER						
047971	BRETT CUMMINS	BCUMMINS208	0	2025 5	INV	P	250.00	022825	307424	WATER COLOR WEDNESD
				ACCOUNT TOTAL			250.00			
002315	615000			ADVERTISING						
004205	SIGNS FIRST	91841	2501971	2025 5	INV	P	220.07	022825	307562	ADVERTISING SIGNAGE
				ACCOUNT TOTAL			220.07			
002315	630000			GAS						
004321	SPIRE	G2025-02.10	0	2025 5	INV	P	867.30	022825	307574	SPIRE-VARIOUS DEPAR
				ACCOUNT TOTAL			867.30			
002315	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2024-12.17	0	2025 5	INV	P	47.65	022825	307507	MISSISSIPPI POWER-6
003700	MS POWER COMPANY	E2025- 2/18/2025C	0	2025 5	INV	P	572.26	022825	307514	MISSISSIPPI POWER-6
003700	MS POWER COMPANY	E2025-02.12.25	0	2025 5	INV	P	1,079.52	022825	307509	MISSISSIPPI POWER-6

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/5 TO 2025/5

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
003700 MS POWER COMPANY	E2025-2.11.25B	0	2025 5	INV	P	434.72	022825	307506	MISSISSIPPI POWER-2
003700 MS POWER COMPANY	E2025-2/18B	0	2025 5	INV	P	258.81	022825	307512	MISSISSIPPI POWER-1
						2,392.96			
				ACCOUNT TOTAL		2,392.96			
			ORG 002315	TOTAL		7,840.48			
FUND 002 PARKS & RECREATION FUND				TOTAL:		21,776.84			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/5 TO 2025/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
009660			W&S O&M-CUSTOMER ACCT. DIV.							
009660	604900			OTHER PROFESSIONAL SERV.						
002665	DIXIE COMMUNITY UTIL DX	01292025	0	2025 5	INV	P	421.50	022825	307452	SEWER READS FOR WAT
004003	RAWLS SPRINGS UTILIT RS	01202025	0	2025 5	INV	P	935.00	022825	307547	SEWER READS FOR WAT
004003	RAWLS SPRINGS UTILIT RS	02202025	0	2025 5	INV	P	935.00	022825	307547	SEWER READS FOR WAT
							1,870.00			
004498	UNDERWOOD DOOR COMPA	15924	2500767	2025 5	INV	P	2,130.00	022825	307585	BUILDING REPAIR WAT
004498	UNDERWOOD DOOR COMPA	UD	0	2025 5	INV	P	400.00	022825	307585	DOOR REPAIR WATER B
							2,530.00			
				ACCOUNT TOTAL			4,821.50			
009660	607000			POSTAGE						
047562	ENCO UTILITY	INV70055	0	2025 5	INV	P	2,455.00	022825	307458	MB 2020-303 RT 2 BI
				ACCOUNT TOTAL			2,455.00			
009660	620000			PRINTING						
047562	ENCO UTILITY	INV70055	0	2025 5	INV	P	804.37	022825	307458	MB 2020-303 RT 2 BI
				ACCOUNT TOTAL			804.37			
009660	630000			GAS						
004321	SPIRE	G2025-02.14	0	2025 5	INV	P	365.96	022825	307574	SPIRE-VARIOUS DEPTS
				ACCOUNT TOTAL			365.96			
009660	638400			MOTOR VEHICLE EQ. R&M						
003861	PATTERSON AUTO ELECT	82651	2501936	2025 5	INV	P	1,062.50	022825	307530	REPAIRS TO UNIT # 2
				ACCOUNT TOTAL			1,062.50			
009660	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4220516768	0	2025 5	INV	P	24.99	022825	307438	STATE CONTRACT 8200
002471	CINTAS CORPORATION #	4221245407	0	2025 5	INV	P	41.71	022825	307437	STATE CONTRACT 8200
002471	CINTAS CORPORATION #	4221985705	0	2025 5	INV	P	24.99	022825	307438	STATE CONTRACT 8200
							91.69			
				ACCOUNT TOTAL			91.69			
				ORG 009660 TOTAL			9,601.02			
009672			W&S O&M-WATER TRANSMISSION DIV							
009672	561000			PLUMBING SUPPLIES						
002442	CENTRAL PIPE SUPPLY	S100400931.002	2501930	2025 5	INV	P	191.04	022825	307434	MB2024-305 : PLUMBI
002442	CENTRAL PIPE SUPPLY	S100400931.003	2501930	2025 5	INV	P	319.05	022825	307434	MB2024-305 : PLUMBI

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/5 TO 2025/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002442	CENTRAL PIPE SUPPLY	S1004009312.001	2501930	2025 5	INV	P	8,511.33	022825	307434	MB2024-305 : PLUMBI
							9,021.42			
002559	CORE & MAIN (HD SUPP	W448142	2501957	2025 5	INV	P	1,941.60	022825	307444	WAREHOUSE STOCK FOR
				ACCOUNT TOTAL			10,963.02			
009672	570000			MTR VEHICLE REP. PTS/SPL						
002646	DELK'S TIRE SALES AN	42268	2501932	2025 5	INV	P	250.50	022825	307449	TWO TIRES FOR UNIT
002646	DELK'S TIRE SALES AN	47822	2502063	2025 5	INV	P	250.00	022825	307449	TWO TIRES FOR UNIT
							500.50			
003861	PATTERSON AUTO ELECT	82701	2501933	2025 5	INV	P	700.00	022825	307530	REPAIRS TO UNIT # 2
003861	PATTERSON AUTO ELECT	82724	2502018	2025 5	INV	P	577.46	022825	307530	REPAIRS TO UNIT # 2
							1,277.46			
048827	CARQUEST	000248	2501255	2025 5	INV	P	37.84	022825	307433	REPAIR PARTS FOR UN
048827	CARQUEST	001654	2502064	2025 5	INV	P	103.44	022825	307432	ANTIFREEZE FOR WATE
							141.28			
				ACCOUNT TOTAL			1,919.24			
009672	604900			OTHER PROFESSIONAL SERV.						
048917	MS CONCRETE PROF	0000244	0	2025 5	INV	P	800.00	022825	307504	CONCRETE REPAIRS: 9
048917	MS CONCRETE PROF	0000245	0	2025 5	INV	P	300.00	022825	307504	CONCRETE REPAIRS: 8
048917	MS CONCRETE PROF	0000246	0	2025 5	INV	P	850.00	022825	307504	CONCRETE REPAIRS: 2
048917	MS CONCRETE PROF	0000247	0	2025 5	INV	P	600.00	022825	307504	CONCRETE REPAIRS: 6
048917	MS CONCRETE PROF	0000248	0	2025 5	INV	P	450.00	022825	307504	CONCRETE REPAIRS: 3
048917	MS CONCRETE PROF	0000249	0	2025 5	INV	P	697.64	022825	307504	CONCRETE REPAIRS: M
							3,697.64			
				ACCOUNT TOTAL			3,697.64			
009672	636000			STREETS & STRUCTURES R&M						
003649	C J MORGAN INC	2025006	0	2025 5	INV	P	319,453.40	022825	307430	MB2024-551: WATER R
				ACCOUNT TOTAL			319,453.40			
009672	639800			TOW IN CHARGES						
003389	LARRY'S WRECKER SERV	13594	0	2025 5	INV	P	150.00	022825	307494	TOW IN UNIT # 21736
003389	LARRY'S WRECKER SERV	13789	0	2025 5	INV	P	150.00	022825	307494	TOW IN UNIT # 19778
003389	LARRY'S WRECKER SERV	13800	0	2025 5	INV	P	150.00	022825	307494	TOW IN UNIT # 21260
							450.00			
				ACCOUNT TOTAL			450.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/5 TO 2025/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
			ORG 009672 TOTAL				336,483.30			
009673			W&S O&M-WATER PLANT DIVISION							
009673	513000		CHEMICALS							
002094	ALLIED UNIVERSAL COR	I2994552	2501710	2025 5	INV	P	980.00	022825	307407	150lb CHLORINE FOR
002094	ALLIED UNIVERSAL COR	I2994553	2501710	2025 5	INV	P	1,470.00	022825	307407	150lb CHLORINE FOR
002094	ALLIED UNIVERSAL COR	I2994554	2501710	2025 5	INV	P	1,470.00	022825	307407	150lb CHLORINE FOR
002094	ALLIED UNIVERSAL COR	I2997930	2502015	2025 5	INV	P	5,654.34	022825	307407	MB2024-551: CHLORIN
002094	ALLIED UNIVERSAL COR	I2997931	2502015	2025 5	INV	P	9,423.90	022825	307407	MB2024-551: CHLORIN
							18,998.24			
			ACCOUNT TOTAL				18,998.24			
009673	541500		SAND,CLAY,GRVL,FILL DIRT							
004586	WARREN PAVING INC	103048	2501434	2025 5	INV	P	197.45	022825	307591	610 CRUSH LIMESTONE
			ACCOUNT TOTAL				197.45			
009673	546000		MINOR EQUIPMENT							
002883	GARNER LUMLEY ELECTR	616282	2501711	2025 5	INV	P	301.60	022825	307466	4'LED BULBS FOR WAR
004256	SOLAR SUPPLY INC	3486385	2501421	2025 5	INV	P	58.29	022825	307566	REPAIR PARTS FOR HV
004256	SOLAR SUPPLY INC	3487398	2501996	2025 5	INV	P	809.86	022825	307566	MINI SPLIT FOR OPER
							868.15			
048827	CARQUEST	001374	2501935	2025 5	INV	P	249.99	022825	307431	BATTERY CHARGER FOR
			ACCOUNT TOTAL				1,419.74			
009673	604900		OTHER PROFESSIONAL SERV.							
002380	BYRD, WADE J.	BYRD022025	0	2025 5	INV	P	3,000.00	022825	307429	OPERATOR OF RECORD,
002471	CINTAS CORPORATION #	4221245552	0	2025 5	INV	P	80.07	022825	307436	SC#8200044758: MOPS
003614	MISSION COMMUNICATIO	2004626	0	2025 5	INV	P	2,431.80	022825	307503	ANNUAL SERVICE FOR
			ACCOUNT TOTAL				5,511.87			
009673	630000		GAS							
004321	SPIRE	G2025-02.10	0	2025 5	INV	P	20.00	022825	307574	SPIRE-VARIOUS DEPAR
			ACCOUNT TOTAL				20.00			
009673	630500		ELECTRICITY							
003873	PEARL RIVER VALLEY E	2025-02.06	0	2025 5	INV	P	127.11	022825	307532	PEARL RIVER VALLEY-
			ACCOUNT TOTAL				127.11			
009673	638200		MINOR EQUIPMENT R&M							
047062	COAST CHLORINATOR &	78520	2502030	2025 5	INV	P	2,817.00	022825	307441	REGULATORS & SOLENO

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/5 TO 2025/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL			2,817.00			
009673	638300			GENERATOR R&M						
002672	DOLEAC ELECTRIC CO I	WBD-X2	2501610	2025 5	INV	P	5,955.00	022825	307453	GENERATOR MAINTENAN
				ACCOUNT TOTAL			5,955.00			
009673	638400			MOTOR VEHICLE EQ. R&M						
002646	DELK'S TIRE SALES AN	42269	0	2025 5	INV	P	24.00	022825	307449	TIRE REPAIR, UNIT #
050371	PINE BELT FLEET	1887	2502067	2025 5	INV	P	935.22	022825	307535	REPAIRS TO UNIT # 1
				ACCOUNT TOTAL			959.22			
009673	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4219795305	0	2025 5	INV	P	261.05	022825	307436	SC#8200044758: UNIF
002471	CINTAS CORPORATION #	4220517643	0	2025 5	INV	P	261.05	022825	307436	SC#8200044758: UNIF
002471	CINTAS CORPORATION #	4221246291	0	2025 5	INV	P	261.05	022825	307436	SC#8200044758: UNIF
002471	CINTAS CORPORATION #	4221986251	0	2025 5	INV	P	261.05	022825	307436	SC#8200044758: UNIF
							1,044.20			
				ACCOUNT TOTAL			1,044.20			
009673	643500			MOP-MAT-RAG RENT						
002471	CINTAS CORPORATION #	4219794871	0	2025 5	INV	P	91.41	022825	307436	SC#8200044758: MOPS
				ACCOUNT TOTAL			91.41			
				ORG 009673 TOTAL			37,141.24			
009676			W&S O&M-SEWER DIVISION							
009676	513000			CHEMICALS						
002443	CERTIFIED LABORATORI	9034177	2501928	2025 5	INV	P	26,985.00	022825	307435	SC#8200078856: SEWE
				ACCOUNT TOTAL			26,985.00			
009676	541500			SAND,CLAY,GRVL,FILL DIRT						
004586	WARREN PAVING INC	103048	2501434	2025 5	INV	P	3,122.90	022825	307591	610 CRUSH LIMESTONE
004586	WARREN PAVING INC	103076	0	2025 5	INV	P	818.40	022825	307591	ADDENDUM, PO#250143
							3,941.30			
				ACCOUNT TOTAL			3,941.30			
009676	545000			HAND TOOLS						
003543	MCELHANEY PLUMBING I	309745	2502065	2025 5	INV	P	54.85	022825	307499	HAND TOOLS FOR SEWE
				ACCOUNT TOTAL			54.85			
009676	546000			MINOR EQUIPMENT						

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/5 TO 2025/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002442	CENTRAL PIPE SUPPLY	S100403108.001	2502016	2025 5	INV	P	123.93	022825	307434	SEWER TRACING DYE -
048827	CARQUEST	001593	2502017	2025 5	INV	P	49.40	022825	307432	HYDRALIC HOSE FITTI
				ACCOUNT TOTAL			173.33			
009676	559000			OTHER OPERATING MATL/SPLY						
003772	NEWELL PAPER COMPANY	36418083	2501308	2025 5	INV	P	409.20	022825	307522	38x58 BLK LINERS FO
				ACCOUNT TOTAL			409.20			
009676	561000			PLUMBING SUPPLIES						
002657	DEWS, C L & SONS FOU	210133	0	2025 5	INV	P	433.19	022825	307451	DF24 SEWER LID , MA
				ACCOUNT TOTAL			433.19			
009676	570000			MTR VEHICLE REP. PTS/SPL						
003861	PATTERSON AUTO ELECT	82651	2501936	2025 5	INV	P	196.93	022825	307530	REPAIRS TO UNIT # 2
				ACCOUNT TOTAL			196.93			
009676	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2025-2/18B	0	2025 5	INV	P	54.12	022825	307512	MISSISSIPPI POWER-1
004282	SOUTHERN PINE ELECTR	E2025 - 02.05.25	0	2025 5	INV	P	609.09	022825	307571	SOUTHERN PINE ELECT
004282	SOUTHERN PINE ELECTR	E2025-02.17	0	2025 5	INV	P	797.35	022825	307571	SOUTHERN PINE ELECT
							1,406.44			
				ACCOUNT TOTAL			1,460.56			
009676	636000			STREETS & STRUCTURES R&M						
004058	RJM MCQUEEN CONTRACT	3127	0	2025 5	INV	P	3,260.00	022825	307552	MB2024-551: SEWER R
004058	RJM MCQUEEN CONTRACT	3140	0	2025 5	INV	P	9,546.75	022825	307552	MB2024-551: SEWER R
							12,806.75			
				ACCOUNT TOTAL			12,806.75			
009676	638400			MOTOR VEHICLE EQ. R&M						
003861	PATTERSON AUTO ELECT	82689	2501712	2025 5	INV	P	1,948.30	022825	307530	WINTERIZE TRUCKS FO
003861	PATTERSON AUTO ELECT	82690	2501713	2025 5	INV	P	351.89	022825	307530	WINTERRIZE JETTER &
003861	PATTERSON AUTO ELECT	82691	2501713	2025 5	INV	P	351.89	022825	307530	WINTERRIZE JETTER &
003861	PATTERSON AUTO ELECT	82693	2501712	2025 5	INV	P	2,541.30	022825	307530	WINTERIZE TRUCKS FO
003861	PATTERSON AUTO ELECT	82694	2501712	2025 5	INV	P	442.93	022825	307530	WINTERIZE TRUCKS FO
003861	PATTERSON AUTO ELECT	82696	2501713	2025 5	INV	P	2,063.38	022825	307530	WINTERRIZE JETTER &
003861	PATTERSON AUTO ELECT	82724	2502018	2025 5	INV	P	1,800.00	022825	307530	REPAIRS TO UNIT # 2
							9,499.69			
				ACCOUNT TOTAL			9,499.69			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/5 TO 2025/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
009676	638600				CONSTRUCTION EQUIP R&M					
002083	ALLBRITTON CHAIN SAW	19351	2501995	2025 5	INV	P	77.82	022825	307406	REPAIRS TO ASSET #
					ACCOUNT TOTAL		77.82			
009676	639800				TOW IN CHARGES					
003253	JOHNNY'S WRECKER SER	49270	0	2025 5	INV	P	350.00	022825	307483	TOW IN UNIT # 21777
					ACCOUNT TOTAL		350.00			
					ORG 009676 TOTAL		56,388.62			
009677			W&S O&M-SEWER LAGOON DIV.							
009677	602500				LEGAL					
004599	WATKINS & EAGER	437844	0	2025 5	INV	P	1,268.50	022825	307593	RE:ENVIRONMENTAL MA
					ACCOUNT TOTAL		1,268.50			
009677	604900				OTHER PROFESSIONAL SERV.					
002288	BONNER ANALYTICAL TE	86045	0	2025 5	INV	P	2,289.01	022825	307420	NPDES MONITORING, L
048129	APGN INC	20836	2501927	2025 5	INV	P	31,775.00	022825	307410	MB2023-224 : MAINTE
					ACCOUNT TOTAL		34,064.01			
009677	630500				ELECTRICITY					
003873	PEARL RIVER VALLEY E	2025-02.06	0	2025 5	INV	P	107.89	022825	307532	PEARL RIVER VALLEY-
					ACCOUNT TOTAL		107.89			
009677	638000				FIXED EQUIPMENT R&M					
003348	L & A CONTRACTING CO	483-288	0	2025 5	INV	P	61,980.40	022825	307492	MB2024-1088: LAGOON
003348	L & A CONTRACTING CO	483-289	0	2025 5	INV	P	68,033.87	022825	307492	MB2024-1088: LAGOON
							130,014.27			
					ACCOUNT TOTAL		130,014.27			
					ORG 009677 TOTAL		165,454.67			
			FUND 009 WATER & SEWER OPERATION/MAINT.			TOTAL:	605,068.85			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/5 TO 2025/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
011001				WATER & SEWER REVENUES						
011001	360001			RESIDENTIAL WATER-NO TAX						
051388	ST JOHN, ROBERT	61346	0	2025 5	INV	P	2,648.07	022825	307575	OVERPAYMENT
				ACCOUNT TOTAL			2,648.07			
				ORG 011001 TOTAL			2,648.07			
FUND 011 WATER & SEWER FUND				TOTAL:			2,648.07			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/5 TO 2025/5 ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
019100		POL.FORFEITURES-POLICE DIV.							
019100 604900			OTHER PROFESSIONAL SERV.						
004446 TOSHIBA BUSINESS SOL	5738957	0	2025	5	INV	P	15.42	022825	307581 FILE#2022-514 COMM.
			ACCOUNT TOTAL				15.42		
			ORG 019100 TOTAL				15.42		
FUND 019 POLICE FORFEITURES FUND			TOTAL:				15.42		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/5 TO 2025/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
073570			MASS TRANSIT-TRANSPORTATION							
073570	508000		COMPUTER SUPPLIES							
003825	OWENS BUSINESS MACHI	A508734	2501798	2025 5	INV	P	300.00	022825	307528	COPIER REPAIR PARTS
			ACCOUNT TOTAL				300.00			
073570	546000		MINOR EQUIPMENT							
003746	NAPA AUTO PARTS	001484	2501989	2025 5	INV	P	96.07	022825	307520	PARTS FOR SHOP
			ACCOUNT TOTAL				96.07			
073570	571001		REPAIR PARTS - FIXED ROUTE							
003746	NAPA AUTO PARTS	000769	2501920	2025 5	INV	P	194.02	022825	307520	REPAIR PARTS UNIT #
004514	UNIVERSITY TIRE & SE	INV245568	2500837	2025 5	INV	P	2,085.00	022825	307587	TIRES FOR NEW BUSES
			ACCOUNT TOTAL				2,279.02			
			ORG 073570 TOTAL				2,675.09			
	FUND 073 MASS TRANSIT FUND			TOTAL:			2,675.09			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/5 TO 2025/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
077650			COMMUNITY CTR-ADMIN/GENERAL							
077650	510000			CLEANING/JANITORIAL SPLY						
004634	WHEELER'S JANITORIAL	0028	2501304	2025 5	INV	P	156.60	022825	307594	JANITORIAL SUPPLIES
				ACCOUNT TOTAL			156.60			
077650	560000			BUILDING MATERIALS & SPLY						
003192	INTERIOR EXTERIOR BU	4236699-00	2501897	2025 5	INV	P	364.80	022825	307480	CEILING TILES FOR C
				ACCOUNT TOTAL			364.80			
077650	560500			ELECTRICAL SUPPLIES						
002883	GARNER LUMLEY ELECTR	616590	2502008	2025 5	INV	P	60.84	022825	307466	MATERIAL TO INSTALL
				ACCOUNT TOTAL			60.84			
077650	630000			GAS						
004321	SPIRE	G2025-02.14	0	2025 5	INV	P	1,618.07	022825	307574	SPIRE-VARIOUS DEPTS
				ACCOUNT TOTAL			1,618.07			
077650	638000			FIXED EQUIPMENT R&M						
002567	COURTNEY'S RESTAURAN	16463	2501982	2025 5	INV	P	400.42	022825	307445	SERVICE CALL TO JAC
002567	COURTNEY'S RESTAURAN	16464	2501981	2025 5	INV	P	150.00	022825	307445	SERVICE CALL TO REP
							550.42			
				ACCOUNT TOTAL			550.42			
077650	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4219795554	0	2025 5	INV	P	56.95	022825	307436	UNIFORM RENTAL FOR
002471	CINTAS CORPORATION #	4220517478	0	2025 5	INV	P	56.95	022825	307436	UNIFORM RENTAL FOR
002471	CINTAS CORPORATION #	4221246197	0	2025 5	INV	P	56.95	022825	307437	UNIFORM RENTAL FOR
002471	CINTAS CORPORATION #	4221986367	0	2025 5	INV	P	56.95	022825	307437	UNIFORM RENTAL FOR
							227.80			
				ACCOUNT TOTAL			227.80			
				ORG 077650 TOTAL			2,978.53			
		FUND 077 COMMUNITY CENTERS' FUND		TOTAL:			2,978.53			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/5 TO 2025/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
082285			CDBG-ENTITLEMENTS							
082285	501000			OTHER EXPENDABLE OFF.SPL						
004328	STAPLES	6023828332	2501517	2025 5	INV	P	180.48	022825	307577	OFFICE SUPPLIES 602
				ACCOUNT TOTAL			180.48			
082285	641000			OFFICE EQUIPMENT RENT						
004057	RJ YOUNG COMPANY	INV7370487	0	2025 5	INV	P	431.69	022825	307551	MCMB#2021-891, GYXO
				ACCOUNT TOTAL			431.69			
				ORG 082285 TOTAL			612.17			
		FUND 082 COMMUNITY DEVELOP. BLOCK GRANT			TOTAL:		612.17			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/5 TO 2025/5

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
086300			SPEC SALES TAX/RECREATION MAIN						
086300	729508		MIDTOWN PARK						
050927	NICHOLSON PROFESSION MIDTOWN GREEN #12R	0	2025 5	INV	P	142,431.28	022825	307523	MB 2023-90 MIDTOWN
			ACCOUNT TOTAL			142,431.28			
			ORG 086300 TOTAL			142,431.28			
	FUND 086 SPEC SALES TAX-P&R/UNIV IMPROV		TOTAL:			142,431.28			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/5 TO 2025/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
087601			INDUSTRIAL PK-G.O.ACQUISITIONS							
087601	601000			AUDITING AND ACCOUNTING						
004442	TMH	240335	0	2025	5	INV	P	8,400.00	022825	307580 FINAL BILLING-AUDIT
				ACCOUNT TOTAL				8,400.00		
087601	602500			LEGAL						
004171	SHEMPER, MICHAEL J P	196	0	2025	5	INV	P	975.00	022825	307560 LEGAL SERVICE THROU
004677	WISE CARTER CHILD &	264177	0	2025	5	INV	P	75.00	022825	307596 LEGAL SERVICES THRO
047720	HOWDESHELL, PITTMAN	1676	0	2025	5	INV	P	325.00	022825	307476 LEGAL SERVICES THRO
				ACCOUNT TOTAL				1,375.00		
				ORG 087601 TOTAL				9,775.00		
		FUND 087 INDUSTRIAL PARK DEVELOPMENT				TOTAL:		9,775.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/5 TO 2025/5

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
088603		PUBLIC SAFETY/REC CONSTRUCTION							
088603 729501		HALL AVENUE OVERPASS							
003789 NORFOLK SOUTHERN COR	93870386	0	2025 5	INV	P	3,158.39	022825	307525	MB 2022-34 HALL AVE
003789 NORFOLK SOUTHERN COR	93927489	0	2025 5	INV	P	8,077.35	022825	307525	MB 2022-34 HALL AVE
003789 NORFOLK SOUTHERN COR	93956602	0	2025 5	INV	P	2,405.31	022825	307525	MB 2022-34 HALL AVE
						13,641.05			
				ACCOUNT TOTAL		13,641.05			
				ORG 088603 TOTAL		13,641.05			
FUND 088 PUBLIC SAFETY/REC CONSTRUCTION				TOTAL:		13,641.05			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/5 TO 2025/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
097201				INFRA IMPROVE-INTRNT SALES TAX						
097201	729501			HALL AVENUE OVERPASS						
048667	R & J CONSTRUCTION	HALL AVE EAST #27	0	2025 5	INV	P	318,628.62	022825	307546	MB 2021-325 HALL AV
050927	NICHOLSON PROFESSION	HALL ROUNDABOUT #10	0	2025 5	INV	P	443,077.29	022825	307523	MB 2023-57 HALL AVE
				ACCOUNT TOTAL			761,705.91			
				ORG 097201 TOTAL			761,705.91			
FUND 097 INFRA IMPROVE-INTRNT SALES TAX TOTAL:							761,705.91			

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
001	General Fund		467,284.99
002	PARKS & RECREATION FUND		21,776.84
009	WATER & SEWER OPERATION/MAINT.		605,068.85
011	WATER & SEWER FUND		2,648.07
019	POLICE FORFEITURES FUND		15.42
073	MASS TRANSIT FUND		2,675.09
077	COMMUNITY CENTERS' FUND		2,978.53
082	COMMUNITY DEVELOP. BLOCK GRANT		612.17
086	SPEC SALES TAX-P&R/UNIV IMPROV		142,431.28
087	INDUSTRIAL PARK DEVELOPMENT		9,775.00
088	PUBLIC SAFETY/REC CONSTRUCTION		13,641.05
097	INFRA IMPROVE-INTRNT SALES TAX		761,705.91
801	CLAIMS FUND	2,030,613.20	
	TOTAL	2,030,613.20	2,030,613.20

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